

11.0 Policy on Prevention of Sexual Harassment at Workplace

1. Introduction

PPN Power Generating Company Private Limited (hereinafter also referred to as “PPN” or “Organisation”) believes that all its employees have a right to be treated with respect and dignity. The Organisation is committed towards creating a healthy working environment that enables its employees to work without fear, prejudice, gender bias or sexual harassment.

In accordance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (hereinafter referred to as the “Act”) & the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 (hereinafter referred to as the “Rules”), the Organisation has framed the following policy (the “Policy”) for prevention of sexual harassment at workplace.

2. Commitment

- 2.1. PPN is committed towards providing a work environment that ensures every employee is treated with dignity and respect and afforded equitable treatment. The Organisation is also committed towards promoting a work environment that is conducive to the professional growth of its employees and encourages equality of opportunity.
- 2.2. The Organisation will not tolerate any form of sexual harassment and is committed to take all necessary steps to ensure that its employees are not subjected to any form of harassment. This Policy seeks to provide awareness to all employees of PPN on what acts constitute sexual harassment, the redressal mechanism in place and the penal consequences (*both interim and final*) imposed on perpetrators of sexual harassment.

3. Scope

This Policy on Prevention of Sexual Harassment at Workplace (hereinafter referred to as “Policy”) covers all “Associates” listed and classified below:

- All employees on the rolls of PPN (both at Plant & Head Office).
- All full-time or part-time or one-time persons employed under contract or through contractors;
- All students, trainees, interns, visitors, guests from any function or institution or organization, either nationally or internationally while visiting any of the PPN owned or managed facilities.

4. Definition of Terms

- 4.1. **“Complainant”** means, in relation to a Workplace (as hereinafter defined), a woman, of any age whether employed or not, who alleges to have been subjected to any act of sexual harassment by the Respondent (as hereinafter defined);
- 4.2. **“District Officer”** means an officer notified under Section 5 of the Act
- 4.3. **“Employees”** means all employees of PPN either working full time or part-time on a Permanent, Fixed Term Contract, Temporary and Trainee basis.
- 4.4. **“Employer”** means the Managing Director and Joint Managing Director
- 4.5. **“Internal Committee” or “IC”** means a committee constituted by the Employer for the purpose of dealing with all matters in relation to sexual harassment;
- 4.6. **“Local Committee” or “LC”** means a committee notified by the State Government for the purpose of dealing with matters in relation to sexual harassment in each and every district;
- 4.7. **“Member/s”** means a Member/s of the Internal Committee;
- 4.8. **“Respondent”** means an Employee against whom the Complainant has made a complaint of Sexual Harassment;
- 4.9. **“Sexual harassment”** includes any 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.

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 at the workplace:

- Implied or explicit promise of preferential treatment in the Complainant’s employment; or
 - Implied or explicit threat of detrimental treatment in the Complainant’s employment; or
 - Implied or explicit threat about the Complainant’s present or future employment status; or
 - Interference with the Complainant’s work or creating an intimidating or offensive or hostile work environment for the Complainant; or
 - Humiliating treatment likely to affect the Complainant’s health or safety.
- 4.10. **“Workplace”** means and includes the premises of PPN as well as the premises of other third parties, vendors and associates of PPN where the Employees of PPN are required to perform work or that are visited by the Employees of PPN arising out of or during the course of employment and includes transportation provided by PPN for undertaking any journey, in connection with the business of PPN.

5. *Constituents of Sexual Harassment*

- 5.1. Conduct must be unwelcome, unwanted, uninvited, unreasonable, and/or offensive to the Complainant which adversely affects the dignity of the Complainant.
- 5.2. Physical contact is not an essential factor for sexual harassment.
- 5.3. Conduct that creates an intimidating, hostile or humiliating working environment for the Complainant.
- 5.4. Act of Sexual Harassment must be related to employment or work. Hence, acts committed outside the office, for example in the cafeteria, on business travel in a flight or hotel, place of visit for official purpose such as client premises, offices, official events, etc. are covered.

6. *Exclusion*

It is to be noted that this Policy does not apply to any act that occurs outside the Workplace and is of the Complainant's own accord and for personal reasons.

7. *Harassment By Or Against An Employee Of A Third Party*

- 7.1. Harassment by or against an employee of a third party means Sexual Harassment perpetrated by or against visitors, patrons, vendors, independent contractors, auditors and others with whom the Employees have come in contact, directly or indirectly, because of PPN having a relationship/business relationship with them.
- 7.2. Where the Sexual Harassment at the Workplace occurs as a result of an act or omission by any third party, PPN shall take all steps necessary and reasonable to assist the affected Employee in terms of support and preventive action.
- 7.3. If the Respondent is an employee of the Third Party, PPN will forward the Complaint to the Third Party Internal Committee, requesting for formation of a co-panel with representation of members of the Internal Committee of PPN in such Third Party Internal Committee.
- 7.4. If the Complaint is filed by an employee of the Third Party against an Employee, PPN will provide an opportunity for the Third Party Internal Committee representation in the Inquiry Proceedings.

8. *Zero Tolerance To Retaliation*

If an Employee feels that he/she is experiencing any kind of retaliation, victimization or discrimination in the nature of intimidation, pressure to withdraw the complaint or threats for reporting, testifying or otherwise participating in the proceedings, he/she should immediately report the matter by sending an email to the dedicated email address applicable to the Employee and notified by the Employer. All members of the IC are mapped to/ included in the applicable email id. PPN prohibits retaliation against anyone for raising a complaint or helping in addressing the complaint. Any retaliation or reprisals are subject to immediate corrective action, up to and including termination of services. Alleged retaliation or reprisals are subject to the same complaint procedures and disciplinary action as complaints of Sexual Harassment.

9. Internal Committee

- 9.1. The IC shall consist of the following Members namely: (a) a Presiding Officer who shall be a woman Employee at a senior level; (b) not less than two Members from amongst Employees preferably having experience in social work or have legal knowledge; (c) 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 (d) additional members nominated by the Employer;
- 9.2. One half of the total Members so nominated shall be women.
- 9.3. The names and contact details of the members of the IC shall be notified to the Employees from time to time.
- 9.4. The Presiding Officer and every Member of the IC shall hold office for a period not exceeding (3) three years from the date of nomination. IC shall send periodical reports to the Employer constituted under this Policy.
- 9.5. Where the Respondent is the person in charge of the workplace concerned, the Employer shall appoint an adhoc committee headed by a Presiding Officer who shall be senior in rank and status to the Respondent.
- 9.6. If the Presiding Officer or any member of IC is junior in the hierarchy of the Respondent, then for that particular case, the Presiding Officer/ that member shall be substituted on the IC by another person senior in rank and status to the Respondent. This is to avoid any difficulty to diligently carry out the responsibility bestowed on the Presiding Officer/member of IC against superiors.
- 9.7. The procedure as regards the IC shall be as contemplated under the provisions of the Act and shall adhere to the timelines below

SL. No	ACTION POINT	AUTHORITY / CONCERNED PERSON	TIME LIMIT
1	Complaint:	Complaint to be lodged by Complainant Before Internal Committee	a) within the period of 3 months from the date of the incident, or b) in case of series of incidents, within the period of 3 months from the date of last incident.
2	Initiation of Inquiry Proceedings	By the Internal Committee, by sending the copy of complaint To the Respondent	Within the period of 7 working days of receipt of the complaint
3	Reply by the Respondent along with his list of documents, names and addresses of witnesses	To the Internal Committee	Within 10 working days from the day of receipt of the copy of complaint forwarded by IC.
4	Completion of Inquiry proceedings	By IC	Within 3 months from the date of receipt of complaint

5	Submission of Inquiry Report and Findings with recommendation by ICC	To the Employer	Within 10 days of completion of Inquiry Proceedings by IC
6	Implementation of Recommendations made in the Inquiry Report of IC	By the Employer	Within 60 days of the receipt of the Recommendations made in the Inquiry Report by IC
7	Appeal under the policy.	By the aggrieved person	Within a period of 90 days of Recommendations by IC.

10. Complaint Of Sexual Harassment

10.1. In the event the Complainant is unable to make a complaint on account of the Complainant's physical or mental incapacity or death or any other reason which prevents the Complainant from making a complaint, then the Complainant's legal heir or any other person as mentioned below may make the complaint on the Complainant's behalf under the Policy:

- I. In the event the Complainant is unable to make the complaint on account of the Complainant's physical incapacity, the complaint may be filed by:
 - a. the Complainant's relative or friend;
 - b. the Complainant's co-worker; or
 - c. any person who has knowledge of the incident, with the written consent of the Complainant.
- II. In the event the Complainant is unable to make the complaint on account of the Complainant's mental incapacity, the complaint may be filed by:
 - a. the Complainant's relative or friend;
 - b. a special educator;
 - c. a qualified psychiatrist or psychologist;
 - d. the guardian or authority under whose care the Complainant is receiving treatment or care; or
 - e. any person who has knowledge of the incident jointly with the Complainant's relative or friend, or a special educator or qualified psychiatrist or psychologist, or guardian or authority under whose care the Complainant is receiving treatment or care.
- III. In the event the Complainant is unable to make the complaint for any other reason, the complaint may be filed by any person who has knowledge of the incident, with the Complainant's written consent.
- IV. In the event of death of the Complainant, the complaint may be filed by any person who has knowledge of the incident, with the written consent of the Complainant's legal heir.

- 10.2. A Complainant may make the written complaint to the IC of the Respondent. No particular form is required but the complaint must be in writing and signed by the Complainant. Complainant may, however, choose to file a complaint as per the format provided in **Annexure A**.
- 10.3. Complaint shall be made within a period of three months from the date of the incident.
- 10.4. The IC is empowered to extend the time limit beyond three months from the date of incident, but not exceeding three months thereafter, for reasons to be recorded in writing if the IC is satisfied that the circumstances were such which prevented the person from filing the complaint within the said period.
- 10.5. The Presiding Officer or any Member of IC may also render reasonable assistance to the Employee for making any complaint in writing, if he/she cannot make the complaint in writing themselves.
- 10.6. A withdrawal of the complaint made or filed at any stage of the proceedings shall not preclude the IC from proceeding with the investigation of the complaint.
- 10.7. The Presiding Officer shall issue a Holding Letter as per the Format provided in **Annexure B** communicating to the Complainant that the IC is in receipt of her complaint

11. Conciliation

- 11.1. The Complainant can request for conciliation before commencement of an inquiry by the IC. The Complainant may make such a request as per the format provided in **Annexure C**
- 11.2. No monetary settlement shall be made as a basis of conciliation.
- 11.3. The IC shall then record the settlement so arrived and may create a Conciliation Settlement Report Template as per the format provided in **Annexure D** and forward the same to the Employer to take action as specified in the recommendation.
- 11.4. The IC shall provide the copies of the settlement to the Complainant and the Respondent.
- 11.5. Where a settlement is arrived under conciliation, no further inquiry shall be conducted by the IC.

Note: In addition to the Conciliation as requested by the Complainant, IC shall have the power to recommend preventive measures to the Employer.

- 11.6. In case of breach of the terms of conciliation settlement then an inquiry shall also be held to look into such breach.
- 11.7. IC shall give equal opportunity of being heard to both the parties.
- 11.8. The inquiry shall be completed within ninety days from the date of complaint.
- 11.9. IC shall forward the copy of findings to both the parties to make representation against findings of the IC.

12. Inquiry Procedure

- 12.1. The Complainant shall submit/send by email copy of the complaint, supporting documents and list of witnesses to the IC.

- 12.2. One copy of the complaint to be sent to Respondent, after receipt of the complaint, within 7 (seven) working days by the IC. The IC shall issue notice to the Respondent as per the format provided in **Annexure E**
- 12.3. The Respondent shall file his/her reply within 10 (ten) working days from the date of receipt of the complaint with his/her list of documents and the list of witnesses.
- 12.4. IC should follow the principles of natural justice during the course of the proceedings.
- 12.5. IC may at its discretion conduct the inquiry ex-parte if the Complainant or Respondent fails without sufficient cause to present themselves for 3 (three) consecutive hearings convened by IC. However such ex-parte order may not be passed without giving a notice in writing at least 15 (fifteen) days in advance to the party remaining absent from the proceedings.
- 12.6. No legal practitioner is allowed to be brought by the parties to represent them in their case at any stage of the proceedings before the IC.
- 12.7. Minimum of 3 (three) members including Presiding Officer and the external member shall be present while conducting the inquiry.
- 12.8. For the purpose of making an inquiry, the IC shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 when trying a suit in respect of the following matters, namely:
 - (1) summoning and enforcing the attendance of any person and examining him on oath;
 - (2) requiring the discovery and production of documents; and
 - (3) any other matter as may be prescribed.
- 12.9. The IC may record the Proceedings with the Complainant and Respondent as per the format provided **Annexure F** respectively.

13. Inquiry Report

- 13.1. IC shall provide Report of the findings to Employer as per the format provided in Annexure I and both the parties within a period of ten days from the date of completion of inquiry.
- 13.2. Employer shall act upon recommendation within sixty days of receipt of the findings report.
- 13.3. If the IC arrives at the conclusion that the allegation against the Respondent has not been proved, it shall recommend to the Employer that no action is required to be taken.
- 13.4. If the IC arrives at the conclusion that the allegation against the Respondent has been proved, it shall recommend to the Employer to:
 - a) take action for Sexual Harassment as a misconduct;
 - b) deduct, notwithstanding anything in the service rules applicable to the Respondent, from the salary or wages of the Respondent such sum as it may consider appropriate to be paid to the Complainant or to her legal heirs, as it may determine, in accordance with the provisions of Section 15 of the Act. In the event the Employer is unable to deduct the same or in the event of non-payment of the above mentioned sum by the Respondent, the same shall be recovered in a manner as prescribed under Section 13 of the Act.

14. Penalties

14.1. Consequences of violation of the Policy:

Any person found guilty of violating this Policy as substantiated by data and facts, will be subject to any of the below mentioned disciplinary action, leading upto and including termination of services with/or without compensation based on severity of case:

- a) Written apology
- b) Warning
- c) Reprimand or censure
- d) With-holding of promotion
- e) With-holding of pay rise or increments
- f) Terminating of service
- g) Undergoing a counselling session
- h) Carrying out community service
- i) Monetary Compensation

14.2. Irrespective of and without prejudice to complaints initiated before the IC, the Complainant may, at his/her sole discretion, also choose to lodge a complaint for the same offence with the Police. The IC shall provide reasonable assistance to the Police in its investigation. IC may take note of the findings by the Police and/or any other competent authority, in arriving in its recommendations and conclusion.

14.3. Punishment for false or malicious complaint and false evidence:

If the complaint is found to be false and malicious, the Complainant shall be liable for appropriate disciplinary action. However, this shall not include complaints in respect of which the investigation has remained inconclusive due to circumstances which have rendered the offence difficult to prove and/or such complaints which have been made in good faith. The malicious intent on the part of the Complainant shall be established after an inquiry in accordance with the procedure prescribed before any action is recommended.

14.4. Penalty for publication or making known contents of complaint and inquiry proceedings:

Where any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or action to be taken under the provisions of the Act violates confidentiality, he/she shall be liable for penalty as maybe prescribed in the Rules.

Where any Employee who is part of the proceedings of the complaint as a witness, Complainant and/or Respondent violates the confidentiality provisions of this Policy, he/she shall be subject to appropriate disciplinary action.

15. Appeal

The Complainant and the Respondent shall have the right to appeal to the appellate authority notified under clause (a) of Section 2 of the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946) within ninety days of the decision of the IC if they are not satisfied with the decision of the IC.

16. Local Committee

- 16.1. If the Employer is unable to recover the amount of compensation from the Respondent, Employer shall forward the Inquiry Report to the District Officer of the Local Committee.
- 16.2. If the Complaint is against the Employer himself, Complaints can be filed before the District Officer of the Local Committee.

17. Savings

- 17.1. The proceedings under this Policy shall be conducted in parallel with the other remedies of law, if such a case arises.
- 17.2. The provisions of this Policy shall not restrict the power of Employer or Complainant to proceed against Respondent for any other misconduct or to pursue criminal or civil remedies.

18. Examples Of Instances Construed As Sexual Harassment

Sexual harassment is classified as below, which includes but is not limited to the following:

- I. surreptitiously looking or prolonged staring at a person, giving rise to gross discomfort to the person;
- II. telling sexist and/or smutty jokes or sending these through text, electronic mail or other similar means, causing embarrassment or offense, and the same being carried out after the offender has been advised that they are offensive or embarrassing or, even without such advice, when they are by their nature clearly embarrassing, offensive or vulgar;
- III. malicious leering or ogling;
- IV. the display of sexually offensive pictures, materials or graffiti;
- V. unwelcome inquiries or comments about a person's sex life;
- VI. unwelcome sexual flirtation, advances, propositions;
- VII. making offensive hand or body gestures;
- VIII. persistent unwanted attention with sexual overtones;
- IX. unwelcome phone calls with sexual overtones causing discomfort, embarrassment, offense or insult to the receiver;
- X. unsavoury remarks about a person's physical characteristics, dressing, attitude, etc. ;
- XI. sexual assault;
- XII. malicious and/or unwanted touching or brushing against a victim's body;
- XIII. requesting for sexual favours in exchange for employment, promotion, local or foreign travels, favourable working conditions or assignments, a passing grade, the granting of honours or scholarship, or the grant of benefits or payment of a stipend or allowance;
- XIV. derogatory or degrading remarks or innuendoes directed toward the members of one sex, or one's sexual orientation or used to describe a person;
- XV. verbal abuse with sexual overtones; and
- XVI. other analogous cases.

19. Modifications and Amendments to This Policy

19.1. This policy is adopted and comes in effect from 1st September 2021 and will stay in force unless superseded by another similar policy notified by PPN

19.2. PPN reserves the right to modify and amend the provisions of this policy, to the extent deemed necessary by PPN, from time to time

20. Other Terms

20.1. If any clarification is required on this policy, please feel free to contact the IC.

20.2. PPN shall provide all necessary assistance for the purpose of ensuring full, effective and speedy implementation of the terms of this policy.

21. Disclaimer

An act or omission of any Associate, shall for the purposes of this Policy, be treated as an act or omission done in his/her individual capacity and PPN shall do all that is necessary to protect its interest and shall not be implicated vicariously.