

# **Employee Separation Policy**

**VERSION 3.0 | 8-January-25**

Date	Version No.	Prepared By	Reviewed By	Approved By	Summary of Changes
1-May-06	1.0	Sunil Majumdar, Head HR – Mumbai & Pune	Jacob P.U. Head HRSD	Deependra Chumble Chief People Officer	Base Policy
1-Jun-10	2.0	Sunil Majumdar, Head HR – Mumbai & Pune	Jacob P.U Head HRSD	Deependra Chumble Chief People Officer	Policy is revised
4-Jul-16	2.1	Parul Bhandari, Deputy Manager –HR			Version Management
01-Dec-19	2.2	Antara Chatterjee HR	Jacob P.U. Head HRSD  Malini Moorthy Vice President HR	Amberin Memon Chief People Officer	Process for Asset Recovery Clause 12
8-Jan-25	3.0	Nithya K K Manager - HR	Arun Kumar Vijayamoorthy Head HRSD	Nita Nambiar Chief People Officer	Changes as per the current systems and processes

## TABLE OF CONTENTS

<i>Serial No.</i>	<i>Topic</i>	<i>Page No.</i>
1	<i>Objective</i>	4
2	<i>Policy Commencement &amp; Validity</i>	4
3	<i>Scope of the Policy</i>	4
4	<i>Resignation Process</i>	4
5	<i>Notice Period</i>	4
6	<i>Leave During Notice Period</i>	5
7	<i>Conditions &amp; Process for Notice Period Waiver</i>	5
8	<i>Salary in lieu of Notice Period</i>	5
9	<i>Bond &amp; Service Agreement</i>	5
10	<i>Confidentiality</i>	6
11	<i>Abscondee Conditions</i>	6
12	<i>Exit Clearance &amp; Interview Process</i>	6
13	<i>Resignation Acceptance and Full &amp; Final Process</i>	7
14	<i>General Guidelines</i>	7

**1. OBJECTIVE**

The objective of this policy is to define the rules and process for employee separation on account of resignation.

**2. POLICY COMMENCEMENT AND VALIDITY**

This revised policy came into force from 8th January 2025 and shall remain in force till modified or revoked by the company.

**3. SCOPE OF THE POLICY**

3.1 All regular employees including Trainees.

3.2 All employees on India payrolls.

**4. RESIGNATION PROCESS**

4.1 Employee resigns in the system (StationH – Resources > Apps > D HR > Me > Resignation) and is notified to Manager, ASDM, HRBP and HRSS

4.2 The default last working date of the employee is visible in the system once the employee submits the resignation request.

**5. NOTICE PERIOD**

5.1. Duration of notice period is 90 days for all employees.

5.2. The last day would be decided by the manager taking into account the business needs/ reasons, availability of replacement and the time frame required for the knowledge transfer.

5.3. Notice period, as advised by the manager, needs to be served which means the employee cannot unilaterally decide to buy out the notice period. Once the relieving date is decided by the manager, the employee shall be required to pay the notice period shortfall, i.e., from last working day until completion of 90 days of notice. Any final decision to release an employee earlier than 90 days would be solely at the discretion of the management.

5.4. In case the Unit Head decides to accept the employees request for an early release the employee will need to pay the notice period shortfall at the rate of monthly basic salary. The employee has to transfer the notice period shortfall amount to Hexaware Bank account before the Last Working Day and under circumstances the same shall be adjusted in the Full and Final Settlement.

**6. LEAVE DURING NOTICE PERIOD**

- 6.1. Leave during notice period shall be permitted only for emergency/health reasons, subject to Manager's approval and after necessary documentary evidence. For business reasons, the manager will have right to extend the notice period by the quantum of leave/s taken.

## **7. CONDITIONS & PROCESS FOR NOTICE PERIOD WAIVER**

- 7.1. Any decision to waive off notice period needs to be approved by Cluster Leads. Whilst, the waiver shall not be given for cases in general, some situations/challenges warranting waiver shall be decided based on genuineness/merits of the case and shall be waived as special case at the sole discretion of the management.

## **8. SALARY IN LIEU OF NOTICE**

- 8.1. In case of Employee request on early release and the last working date is decided by the manager, the employee shall be required to pay the notice period shortfall.
- 8.2. However, in case the manager, due to business reasons, except for any breach by the employee, decides to release the employee earlier than the days of notice given (by the employee), the salary for such shortfall shall be paid to the employee.

## **9. SERVICE AGREEMENT**

- 9.1. At the time of resignation, if an employee is under any service agreement, he/ she will be required to fulfill the conditions as stipulated under the applicable service agreement and the release of the employee shall be subject to this.
- 9.2. At the time of exit, if the trainee has failed to adhere to the service agreement, the company shall not issue any letter.
- 9.3. In the event of the employee paying the amount as per the Service Agreement, the relieving and service letter will be issued as per the normal process.

## **10. CONFIDENTIALITY**

- 10.1. Upon end of employment terms with the company, employee is required to return all documents, records, and any other property belonging to Hexaware. Furthermore, even after departing from the company, the employee is obligated indefinitely to safeguard and refrain from using or disclosing confidential and proprietary information of Hexaware and its clients to any third party.

## **11. ABSCONDEE CONDITIONS**

- 11.1. For any employee who is on unauthorized absence and the Business keeps the HRBP informed, the salary will be withheld. Such employee would be sent a notice advising to report for work within 48 hours of the receipt of the notice. It will follow the Job

Abandonment/ Absconding process.

- 11.2 In case the employee fails to report as above, the service of such employee would be terminated forthwith and he/she would be declared an abscondee. Consequently, his/her access privileges, including e-mail access and access to company premises, would be withdrawn with immediate effect. This disciplinary action would also result in the employee not being issued an employment release letter or experience certificate. Additionally, they would be liable for suitable legal action.

## **12. EXIT CLEARANCE & INTERVIEW PROCESS**

- 12.1. The employee shall receive system generated email notification 15 days prior to last working day about the online clearance process.
- 12.2. The employee shall receive an email with the below details:
- Guidelines document (related to clearance process and FAQs)
  - Leave encashment form (which is applicable to Full time employees)
  - Guidelines document (PF withdrawal and transfer, Gratuity)
- 12.3. The employee will also be able to view the clearance status in D HR (Home Page) >ME>Analytics by clicking on “refresh”

The online clearance needs to be obtained from all concerned departments viz. Admin, Hexavarsity, STG, Finance, HRBP, HRSD, Travel Finance, Library.

## **13. RELIEVING LETTER AND FULL & FINAL SETTLEMENT PROCESS**

- 13.1. Relieving letter shall be given to the employee at the close of business hours on the last day.
- 13.2. Full & Final settlement will be done within 45 working days from the last working day and is subject to completion of exit clearances.
- 13.3. The F&F payment will be done to the employee’s bank account through NEFT. Full & final settlement statement and service certificate will be sent on employee’s personal email ID as mentioned in the D HR system.

## **14. GENERAL GUIDELINES**

- 14.1. The employee is expected to complete the work/assignment and should also ensure that appropriate knowledge transfer is done, as advised by the reporting manager and to his satisfaction.
- 14.2. “Monthly Salary” disbursement of employee serving notice period will be on hold if the Last Working Day (LWD) falls in same month or before 15<sup>th</sup> day of subsequent month. This pending salary shall be accounted in Full & Final settlement.

- 14.3. For employees, resigning after the receipt of any increment / grade change letter and before the payroll processing of the same, all the revisions (salary / grade) will be rolled back.
- 14.4. Employees eligible for deferred/retention bonus payment should be on the rolls & not serving notice period at the time of payment of the same;
- 14.5. For employees resigning before completion of one year of service/ tenure mentioned in the respective documents, the following pay outs (if any) will be recovered from Full & Final Settlement: which ever is recoverable.
- Joining bonus
  - Training / certification reimbursements
  - Retention Bonus
  - Bond / service agreement recovery
  - Relocation/ notice period buy out from the past employer
- 14.6. The onus of ensuring completion of the clearance in all respects lies with the employee.

**15. EXCEPTIONHANDLING**

Any exception to the policy would require a prior approval from the CPO