

Consort Digital's PoSH Policy

Consort Digital's Policy on Prevention of Sexual Harassment (PoSH) of Women at Workplace ("Policy")

PREAMBLE

Consort Digital Private Limited (hereinafter "**Consort Digital**") is committed to fostering a workplace that upholds dignity, respect, equality, and safety for all. Sexual harassment is a violation of an individual's fundamental rights guaranteed under Articles 14, 15 and 21 of the Constitution of India and constitutes a serious breach of workplace ethics and professional conduct. In line with the provisions of "*The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013*" (hereinafter "**the Act**") and rules framed thereunder, this Policy adopts a zero-tolerance approach towards sexual harassment in any form. It aims not only to prevent, prohibit, and redress incidents of sexual harassment but also to promote a culture of mutual respect and gender equality.

While this Policy covers all the key aspects of the Act, for any further clarification reference shall always be made to the Act and the provisions of the Act shall prevail. This Policy is applicable to all full-time and part-time employees, remote workers, field engineers, technical staff, officers, consultants, contractors, interns, volunteers, and visitors associated with Consort Digital. It extends to all physical, virtual, and remote workplaces where official interactions or duties occur, including project and customer deployments, overseas assignments, remote working environments, conferences, digital collaboration platforms, and official travel.

1. DEFINITIONS:

1.1 "**Employee**" for the purpose of this Policy, means any person employed with **Consort Digital** for any work, on regular, temporary, ad-hoc, daily wage, contractual, trainee, apprentice, or voluntary basis, whether directly or through an agent, including a contractor, with or without the knowledge of the principal employer, and whether for remuneration or not. This includes interns, consultants, secondees, and persons engaged through third parties.

1.2 "**Employer**" means any person responsible for the management, supervision, and control of the workplace including the person discharging contractual obligations with respect to employees, and includes any person so designated by Consort Digital.

1.3 “Aggrieved woman” in relation to a workplace, means a woman of any age, whether employed or not, who alleges to have been subjected to any act of sexual harassment by the Respondent. This includes, but is not limited to, full-time, part-time, ad-hoc, temporary, contractual, trainee, apprentice, intern, consultant, volunteer, visitor, or client, and any woman who is present at the workplace in connection with work or services provided by and for Consort Digital.

1.4 “Respondent” means a person against whom a complaint of sexual harassment has been made by the aggrieved woman.

1.5 “Workplace” includes any location where work-related activities are conducted or where an employee is present as part of their professional responsibilities. This includes, but is not limited to:

- i) All offices, project sites, branch offices, regional centres, or field locations of Consort Digital;
- ii) Any place visited by an employee or Aggrieved Woman in connection with work, including client sites, field deployments, service visits, demonstrations, customer training, offsite conferences, business travel, and work-related social gatherings;
- iii) Any transport provided by the organisation for commuting or official travel;
- iv) All virtual or digital spaces associated with work, including but not limited to official emails, messaging platforms, video conferencing tools, online workspaces, and social media channels used for professional interaction;
- v) Remote or hybrid working environments, including home offices, coworking spaces, or any location where an employee performs official tasks, participates in meetings, or engages in communication on behalf of Consort Digital.

1.6 “Third Party” means any person who is not an employee of Consort Digital but is associated with it through a business, service, or contractual relationship. This includes, but is not limited to telecom partners, system integrators, channel partners, distributors, field service vendors, technology collaborators, global project partners.

1.7 “Sexual Harassment” means any **one** or more unwelcome acts or behaviour (whether directly or by implication) **of a sexual nature**, regardless of the intent, that violates the dignity of a woman, creates an intimidating, hostile, humiliating, or offensive work environment, or interferes with her ability to work. Such conduct may occur in a single instance or as part of a pattern of behaviour. Sexual harassment includes, but is not limited to, the following types of behaviour:

A. Physical Conduct

- i) Unwanted physical contact such as touching, patting, pinching, stroking, brushing against another person’s body, hugging, kissing, or deliberately invading someone’s personal space;

- ii) Physical advances such as blocking someone's path, cornering, or leaning too closely in a way that causes discomfort;
- iii) Attempted or actual sexual assault.

B. Verbal Conduct

- i) Sexually coloured remarks, jokes, or comments about someone's appearance, body, clothing, or private life;
- ii) Repeated and unwelcome requests for dates or romantic/sexual relationships;
- iii) Suggestive or lewd remarks, sexual innuendos, or propositions;
- iv) Comments or questions about sexual orientation, sexual history, or sexual preferences;
- v) Threats or promises of professional benefits (such as promotions, salary increases, or favourable treatment) in exchange for sexual favours, known as **quid pro quo harassment**.

C. Non-Verbal and Visual Conduct

- i) Sexually suggestive gestures, staring, leering, winking, or making facial expressions of a sexual nature;
- ii) Displaying or circulating sexually explicit images, videos, screensavers, posters, or objects, including on digital platforms;
- iii) Sending sexually suggestive messages, memes, emojis, or links via email, messaging apps, or social media used for work;
- iv) Making offensive gestures or body language of a sexual nature.

D. Digital / Online Conduct (Cyber Sexual Harassment)

- i) Sending unwelcome sexually explicit content, messages, or images through email, text, or social media platforms;
- ii) Unwanted video calls or online conduct of a sexual nature during virtual meetings;
- iii) Posting sexually offensive content, rumours, or comments about a colleague online;
- iv) Using digital platforms to stalk, harass, or monitor a colleague with sexual intent.

1.8 "Victimisation" or "Retaliation" refers to any direct or indirect act of reprisal, discrimination, threat, or adverse action taken against an aggrieved woman, a witness, a member of the Internal Committee (hereinafter "**IC**"), or any individual involved in the complaint or inquiry process as a result of their decision to file a complaint of sexual harassment, participate in the inquiry, provide evidence, support the complainant, or oppose unwelcome behaviour. Such retaliation may occur in many forms, including but not limited to termination, suspension, demotion, denial of promotion or benefits, reduction in salary, or changes in work assignments that disadvantage the individual. It may also include subtle actions such as intimidation, threats, ostracism, exclusion from meetings or projects, spreading malicious rumours, creating a hostile work

environment, or issuing fabricated performance reviews or disciplinary actions. Any such conduct that is motivated by a person's involvement in a sexual harassment complaint or proceeding shall constitute retaliation under this policy. Consort Digital adopts a zero-tolerance approach towards retaliation, and any act of this nature will be treated as a serious violation of organisational policy and may result in disciplinary action.

2. APPLICABILITY:

This Policy shall be already operational, and this revision shall become operational from November 26, 2025.

3. INTERNAL COMMITTEE (IC) /POSH COMMITTEE:

3.1 Composition of the IC:

The IC shall be constituted in accordance with the provisions of the Act, and shall comprise:

- i) **Presiding Officer:** A senior female employee at managerial or executive level;
- ii) **Internal Members:** At least two (2) employees;
- iii) **External Member:** One (1) female member from amongst non-governmental organizations or associations committed to the cause of women, or a person familiar with issues relating to sexual harassment, preferably with legal expertise or experience in handling such matters;
- iv) **Total Composition:** The Committee shall have a minimum of four (4) members as specified above. **The Committee shall maintain a minimum of 50% women members at all times.**

3.2 Tenure:

- i) The term of office for all IC members shall be three (3) years from the date of their nomination;
- ii) Members may be re-nominated for one additional term, subject to performance review;
- iii) In case of vacancy due to resignation, retirement, or any other reason, a replacement shall be nominated within 30 days to complete the remainder of the term.

3.3 Quorum and Decision-Making:

- i) A minimum quorum of three (3) members, including the Presiding Officer and the external member, is mandatory for conducting any inquiry proceedings;
- ii) All decisions of the IC shall be taken by majority vote. In case of a tie, the Presiding Officer shall have a casting vote;
- iii) No inquiry proceedings shall be conducted in the absence of the external member.

3.4 Training and Capacity Building:

- i) All IC members must undergo mandatory training on the provisions of the Act, gender sensitization, and inquiry procedures within 30 days of their appointment;
- ii) Refresher training shall be conducted annually for all members;
- iii) The organization shall ensure that IC members have access to legal resources, best practices, and expert guidance as needed.

3.5 Roles and Responsibilities:

The roles and responsibilities of the IC shall include:

- i) Receiving and investigate complaints of sexual harassment;
- ii) Providing assistance to the aggrieved woman in filing the complaint;
- iii) Providing assistance to the aggrieved woman in filing a criminal complaint if she wishes to;
- iv) Initiating inquiry proceedings as per the provisions of the Act;
- v) Submitting inquiry reports with recommendations to the management;
- vi) Ensuring confidentiality and fair treatment throughout the process;
- vii) Monitoring implementation of recommendations;
- viii) Submitting annual reports as required under the Act;
- ix) Conducting gender sensitizations in the organization.

3.6 Contact Information:

All complaints to be addressed to speakup@consortdigital.com

4. GRIEVANCE PROCEDURE

4.1 Principles of Inquiry:

The IC shall ensure that the inquiry is conducted in a trauma-informed, non-intimidating manner with utmost sensitivity towards the aggrieved woman (hereinafter "**complainant**"). Under no circumstances will the character, past sexual history, or personal lifestyle choices of the complainant be considered relevant to the inquiry. The focus shall remain solely on the incident(s) of alleged sexual harassment.

4.2 Filing a Complaint:

- i) The complainant may lodge a complaint of sexual harassment against a respondent through any of the following modes:
 - a. In-person submission to any IC member;
 - b. Written complaint via email to speakup@consortdigital.com.

- ii) The complaint must be filed within three (3) months from the date of the incident or the last incident in case of a series of incidents. The IC may extend this period by another three (3) months if satisfied that circumstances prevented timely filing. Any amendments to the statutory time limits under the Act shall supersede the timelines mentioned in this Policy.
- iii) If the complainant is unable to file a complaint due to physical or mental incapacity, the complaint may be filed on her behalf by her legal heir, relative, co-worker, friend, or any other person who has knowledge of the incident, provided that such person obtains the written consent of the complainant. In cases where the complainant is unable to give such consent due to her condition, the complaint may be filed with the assistance of an officer of the National Commission for Women or State Women's Commission, who shall take necessary steps to ensure the complainant's interests are protected.

4.3 Filing Complaints through the SHe-Box Portal

- i) Overview of SHe-Box: The Government of India operates an online complaint management system called SHe-Box (Single-Window Complaints Portal), available at <https://shebox.wcd.gov.in>. SHe-Box enables women employees to file complaints of sexual harassment at the workplace under the provisions of the PoSH Act, 2013. It allows complaints to be tracked, assigned, and monitored until resolution.
- ii) Dual Filing Permitted: Filing a complaint with the IC does not prevent the complainant from filing through SHe-Box, and vice-versa. A complaint filed on SHe-Box is forwarded to the employer/IC through the nodal officer or concerned authority for necessary action. Use of SHe-Box does not substitute or eliminate the IC process under this Policy. The IC remains the primary body responsible for inquiry, compliance, and resolution.
- iii) Organizational Nodal Officer: The Chairperson (Presiding Officer) of the IC shall serve as the Organizational Nodal Officer for compliance with the PoSH Act and monitoring cases filed through SHe-Box. The Organizational Nodal Officer shall:
 - a. Act as the single point of contact between Consort Digital and the SHe-Box portal;
 - b. Track the status of complaints filed through SHe-Box and ensure timely escalation;
 - c. Coordinate with the IC to ensure prompt resolution;
 - d. Facilitate communication with District Officers, Local Committees, or other statutory bodies as required;
 - e. Ensure confidentiality of all digital submissions and complaint records.

4.4 Complaint Format and Assistance:

- i) While a written complaint is preferred, the IC shall provide assistance to the complainant in reducing the complaint to writing if needed.
- ii) The complaint should include:
 - a. Details of the incident(s) with dates, times, and locations;

- b. Name(s) of the respondent(s);
 - c. Names of witnesses, if any;
 - d. Any supporting evidence or documentation.
- iii) The IC members shall assist the complainant in articulating the complaint without influencing the content.

4.5 Conciliation:

- i) Before initiating the inquiry, the IC shall inform the complainant about the option of conciliation, provided that:
 - a. The complainant makes a written request for conciliation;
 - b. Conciliation shall not be offered in cases involving serious misconduct or physical assault;
 - c. The complainant shall not be forced to consider conciliation.
- ii) If conciliation is successful, the IC shall record the settlement and forward it to the employer for implementation. No further inquiry shall be conducted.
- iii) If conciliation fails or the terms are breached, the IC shall proceed with the formal inquiry.

4.6 Inquiry Timeline and Process:

The IC shall follow mandatory timelines to ensure prompt and efficient resolution of complaints:

- i) Upon receipt of a complaint, the IC shall acknowledge the same within three (3) days.
- ii) An initial meeting with the complainant to understand the case shall be conducted within seven (7) days of receiving the complaint.
- iii) The respondent shall be provided with a copy of the complaint within ten (10) days, and shall be given ten (10) working days from the date of receiving such notice to submit their response along with supporting documents and list of witnesses.
- iv) The formal inquiry proceedings shall commence within fifteen (15) days from the receipt of the complaint.
- v) The entire inquiry must be completed within ninety (90) days from the date of receipt of the complaint, following which the IC shall submit its report with findings and recommendations to the management within ten (10) days from the completion of the inquiry
- vi) The employer shall implement the recommendations of the IC within sixty (60) days from the receipt of the report.

4.7 Inquiry Proceedings:

- i) Both parties shall be given a minimum of three (3) days' notice before any hearing.
- ii) The complainant and respondent shall not directly confront each other unless specifically requested by the complainant, and not without the facilitation of the IC members.

- iii) The IC may:
 - a. Call upon witnesses and examine them;
 - b. Require discovery and production of documents;
 - c. Request any other relevant information.
- iv) Both parties may bring one representative (colleague/friend) for support, but legal practitioners are not permitted at any stage.
- v) The inquiry shall be conducted in camera (privately) to ensure confidentiality.
- vi) In cases involving remote staff or travel constraints, video-conference hearings may be conducted. Video proceedings must follow confidentiality, non-intimidation standards, and be recorded solely for inquiry documentation.

4.8 Interim Relief:

During the inquiry period, the IC may recommend to the employer:

- i) Transfer of the complainant or respondent to another department/location;
- ii) Grant leave to the complainant (up to 3 months with full pay);
- iii) Restrain the respondent from reporting on the complainant's work performance;
- iv) Restrain the respondent from supervising the complainant;
- v) Any other relief as deemed appropriate.

4.9 Withdrawal of Complaint:

If the complainant wishes to withdraw, the IC shall record reasons in writing. However, the IC retains discretion to continue the inquiry if it believes the withdrawal is due to coercion or pressure.

4.10 Recusal

- 1) Any member of the IC shall mandatorily recuse themselves if they feel that their impartiality may be compromised due to a conflict of interest or for any other reason. In case such a person fails to recuse themselves, the management shall take appropriate action.
- 2) In case a person recuses themselves from participating in any proceedings under this Policy, an ad hoc member fulfilling the same criteria shall be appointed by the management of the organization as a replacement within a period of ten working days.

4.11 Support Services:

Throughout the inquiry process and beyond, Consort Digital shall ensure support services for the complainant. This includes access to professional counselling services arranged for and paid by the organization, to help address any trauma or emotional distress resulting from the incident. The organization shall provide flexible work arrangements, such as modified work hours, work-from-home options, or temporary reassignment, to ensure the complainant's comfort and safety. The complainant shall receive regular updates on the progress of the inquiry to maintain transparency and reduce anxiety about the proceedings.

5. MANNER FOR TAKING ACTION FOR SEXUAL HARASSMENT

5.1 In Case of Allegation Proved:

When the IC determines that the allegation of sexual harassment has been proved, it shall recommend to the employer one or more of the following actions, considering the severity of the misconduct and its impact on the complainant:

i) **Disciplinary Actions against the Respondent:**

- a. Written apology to be submitted by the Respondent;
- b. Written warning to be issued and placed in personnel file;
- c. Reprimand or censure;
- d. Withholding of promotions or increments;
- e. Suspension without pay for a specified period;
- f. Termination from service;
- g. Undergoing mandatory gender sensitization training and counselling;
- h. Community service within the organization focusing on gender equality;
- i. Any other action as deemed appropriate;
- j. Restriction or revocation of access to organizational digital platforms (email, internal portals, communication systems) where misuse is established;
- k. Bar on representing Consort Digital before customers or business partners during a specified period.

ii) **Compensatory Measures:**

- a. Deduction from salary of the respondent as compensation to the complainant, considering:
 - Mental trauma, pain, suffering, and emotional distress;
 - Loss in career opportunity;
 - Medical expenses incurred;
 - Income and financial status of the respondent;
- b. Payment may be in lump sum or instalments as deemed appropriate.

iii) **Administrative Actions:**

- a. Transfer of the respondent to another location/department;
- b. Prohibition from supervising the complainant's work;
- c. Restriction from entering the complainant's workspace;
- d. Revocation of any administrative privileges or authority over the complainant.

iv) Legal Actions:

- a. If the conduct amounts to a criminal offence under the Bharatiya Nyaya Sanhita, 2023 or any other law, the IC can recommend initiating criminal proceedings;
- b. The employer shall provide all necessary assistance for legal proceedings if the complainant chooses to file a criminal complaint.

5.2 In Case of Allegation Not Proved:

Where the IC concludes that the allegation(s) has not been proved:

- i) The IC shall provide a detailed report to the employer stating that no action is required.
- ii) Copies of the report shall be provided to both complainant and respondent.
- iii) No adverse action shall be taken against the complainant merely because the complaint could not be substantiated.
- iv) The employer shall monitor the workplace to ensure no retaliation occurs.

5.3 Documentation and Communication:

- i) All actions taken shall be documented in detail and maintained in a confidential file.
- ii) Both parties shall receive written communication of:
 - a. The findings of the inquiry;
 - b. The action taken/recommended.
- iii) Implementation status shall be monitored and recorded by the HR department.
- iv) An appeal may be filed before the Appellate Authority under Section 18 of the Act within 90 days from receipt of the IC findings.

6. ACTION FOR MALICIOUS COMPLAINT OR FALSE EVIDENCE

6.1 Threshold for Malicious Complaints:

- i) The mere inability to substantiate a complaint or provide adequate proof **will NOT** attract any action against the complainant. Lack of evidence does not equate to a false complaint.
- ii) Disciplinary action will be recommended if:
 - a. The complaint was made with demonstrable malicious intent;
 - b. Clear evidence establishes that the complainant knowingly made false allegations;
 - c. The complainant deliberately produced forged or misleading documents;
 - d. The complainant intentionally gave false evidence or testimony.
- iii) The burden of proving malicious intent shall be high.

6.2 Action for Proven Malicious Complaints:

Only when malicious intent is conclusively established, the IC may recommend:

- i) Counselling for the complainant;
- ii) Written warning;
- iii) Other disciplinary action as per Consort Digital employment contracts;
- iv) Termination from service but it shall not be recommended solely on grounds of unsubstantiated complaint.

6.3 Protection Clause:

This provision regarding malicious complaints shall not be used to discourage genuine complaints, threaten potential complainants, create fear about reporting sexual harassment, or retaliate against a complainant whose case could not be proved. The organization

recognizes that the fear of being accused of filing a false complaint can deter victims from coming forward, and therefore commits to ensuring that this provision is applied only in the rarest of cases where malicious intent is unequivocally established. Any attempt to misuse this provision to intimidate or silence complainants shall itself be considered a serious violation of this Policy and attract disciplinary action.

7. CONFIDENTIALITY

7.1 Obligation of Confidentiality:

All information relating to sexual harassment complaints shall be kept strictly confidential by:

- i) Members of the IC;
- ii) The complainant and respondent;
- iii) Witnesses;
- iv) Any person entrusted with handling or dealing with the complaint;
- v) Employer and management personnel;
- vi) Any person within the organization who happens upon this information.

7.2 Scope of Confidential Information:

All information related to sexual harassment complaints shall be treated with strict confidentiality. This includes the identity and personal information of all parties involved in the case, the contents of the complaint and any supporting documents submitted, witness statements and evidence collected during the inquiry, all proceedings of the inquiry including discussions and deliberations, the recommendations made by the IC, and any action taken by the employer based on such recommendations. The confidential nature of this information extends to all formats, whether written, electronic, verbal, or in any other form, and applies throughout the process and thereafter.

7.3 Permitted Disclosures:

Information may only be disclosed:

- i) When required by law or court order;
- ii) For the purpose of disciplinary proceedings;
- iii) To the police when criminal proceedings are initiated;
- iv) To ensure safety of the complainant or witnesses;
- v) For legitimate organizational reporting requirements under the Act.

7.4 Breach of Confidentiality:

Any breach of confidentiality by any party, including IC members, management, witnesses, or the parties themselves – shall constitute serious misconduct and invite disciplinary action, including:

- i) Written warning or censure;
- ii) Suspension;
- iii) Termination from service;
- iv) Legal action for defamation, if applicable.

7.5 Anti-Retaliation Provisions:

- i) Retaliation in any form against a complainant, witness, or IC member is strictly prohibited and will be treated as gross misconduct.
- ii) Retaliation includes but is not limited to:
 - a. Adverse employment actions (demotion, transfer, termination);
 - b. Harassment or intimidation;
 - c. Negative performance reviews without basis;
 - d. Social ostracization or isolation;
 - e. Spreading rumors or damaging reputation;
 - f. Any act of vengeance or punishment.
- iii) Retaliation through digital channels such as online stalking, threatening chats, exclusion from remote meetings, manipulating access to project management systems, or removal from virtual teams constitutes misconduct equal to physical retaliation.
- iv) Any person found guilty of retaliation shall face:
 - a. Immediate disciplinary action up to and including termination;
 - b. Personal liability for damages;
 - c. Potential criminal prosecution, if applicable.

8. PREVENTION AND AWARENESS

8.1 Mandatory Training Programs:

- i) Orientation Training: All new employees joining Consort Digital shall undergo comprehensive POSH awareness training. This orientation training shall cover the provisions of the Act, the organization's policy, available complaint mechanisms, and expected standards of workplace behaviour.
- ii) Annual Refresher Training: To ensure continuous awareness and reinforce the organization's commitment to a safe workplace, all employees shall undergo mandatory annual refresher training on the prevention of sexual harassment.

8.2 Awareness and Communication:

Consort Digital shall ensure maximum visibility of this Policy and related information. The complete Policy shall be prominently displayed in English at all office locations in areas accessible to all employees. Additionally, the names and contact information of IC members shall be posted on all notice boards and the Consort Digital website, to ensure easy access for anyone seeking to file a complaint or seek guidance. The organization shall also display educational posters about the prevention of sexual harassment in common areas such as cafeterias, reception areas, and meeting rooms to maintain continuous awareness and reinforce the message of zero tolerance.

9. DOCUMENTATION AND REPORTING

9.1 Record Maintenance: The IC shall maintain comprehensive and accurate documentation of all aspects of sexual harassment cases to ensure transparency, accountability, and compliance with legal requirements. This includes maintaining a detailed register or any digital document of all complaints received with date stamps and reference numbers; complete records of the proceedings of each case including minutes of meetings and hearings; written statements obtained from all parties and witnesses involved; all evidence collected during the course of the inquiry whether documentary or electronic; detailed inquiry reports containing findings and analysis; formal recommendations made by the IC to the management; documentation of all actions taken by the employer in response to the recommendations; and records demonstrating compliance with prescribed timelines at each stage of the process. These records shall be maintained in both physical and digital formats with appropriate security measures to ensure confidentiality while enabling authorized access when required.

9.2 Record retention: All records pertaining to sexual harassment complaints, including case files, evidence, correspondence, and related documentation, shall be retained for a minimum period of ten (10) years from the date of final disposal of the case. This retention period ensures compliance with legal requirements and provides historical reference for organizational learning. The disposal of any such records after the mandatory retention period shall only be undertaken with explicit written approval from senior management, and such disposal must be executed in a manner that ensures complete destruction of sensitive information.

9.3 Annual Reporting Requirements and Statutory Compliances:

Consort Digital shall ensure full compliance with the statutory reporting requirements under the Act:

- i) IC Annual Report to Management – The IC shall submit an annual report to the CEO of Consort Digital by 20th January each year containing:
 - a. Number of complaints received during the year;
 - b. Number of complaints disposed of;
 - c. Number of cases pending for more than 90 days;
 - d. Number of workshops/awareness programs conducted;
 - e. Nature of action taken by the employer;
 - f. Recommendations for policy improvements.
- ii) Sample Format of Report: **Annexure A**
- iii) The IC shall prepare and submit an annual report to the District Officer as mandated under Section 21 of the Act, which must be submitted by 31st January of each year in the format prescribed by the government.

Annexure A

Year:

A. Total Complaints Received:

- i) Resolved through conciliation:
- ii) Resolved through inquiry:
- iii) Complaints withdrawn:
- iv) Under inquiry:
- v) Pending beyond 90 days:
- vi) Statement of compliance with the Act:

B. Action Taken:

- i) Warnings issued:
- ii) Transfers effected:
- iii) Terminations:
- iv) Other actions:

C. Training Programs Conducted:

D. Employees Trained:

E. Policy Recommendations: