# PURPOSE OF THE DOCUMENT

1. This handbook applies to all professional and support employees of JOTNA GROUP and is written for the sole purpose of acquainting all employees with JOTNA GROUP’s Conditions of Service by providing information regarding the Organization’s policies & guidelines as well as all standard operating procedures.
2. The policies and procedures as communicated in this Handbook may be updated from time to time in order to meet the ever changing needs of the Organization. All updates/amendments will be communicated to employees.
3. Where some materials in this handbook are provided in summary form, references are made to detailed information regarding specific policies and procedures. Please refer to the Human Resources department for further information and/or clarifications.
4. JOTNA GROUP strives to provide the best possible facilities, services and work environment for its employees and it is the company’s sincere hope that employees will find their overall experience with JOTNA GROUP engaging, rewarding and fulfilling.

The Company is built on core values and defined organizational beliefs. The Company’s vision is “ To be a Top Three Nigerian Company in Beverages and Related Packaging, operating along the West Coast of Africa, from Senegal to Angola;

with free cash flow and delivering high returns to our shareholders.

 This is hinged on the Company’s core values of Integrity, Respect and trust.

**INTEGRITY:** Keeping your commitments.We keep commitments.

**Setting high standards for oneself** - Maintain the highest level of standards in all aspects of work. Benchmark oneself.

**Make decisions based on principles** - We take decisions based on Principles of fairness, human dignity, honesty, potential and growth.

**TAKE RESPONSIBILITY**

Take ownership and responsibility of the tasks assigned, team members and environment.

**Courage to do what you said and say what you -** Walk the talk.

**RESPECT:** Don’t demand or expect respect because of who you are. Let people respect you for who you are as a person not for the chair you sit or the position you carry.

**Respect for all:** We respect all irrespective of culture, creed, ethnicity or religious background in work and deed.

**Be Humble:** Humility is the key to people’s heart… let it reflect in our behaviour

**Trust:** Keeping your promises.Demonstrate real effort to keep your promises.

**Not letting others down.** Stay committed to others and build trust.

**Build.** We consciously try to build trust in ourselves. We believe “Trust without Controls is a Recipe for Disaster and possible Mistrust”.

**Courage to be open:** We have the courage to accept others opinions, especially when we don’t agree with them and actively encourage our juniors to speak up.

**HONESTY**

We are honest enough to admit when we erred, and to correct ourselves.

1. It is the intent of the Company to encourage open communication, feedback and discussion about any matter of importance. Employees are encouraged to meet and discuss suggestions, problems or concerns with their supervisor as soon as possible.
2. The Company is responsible for fostering a work environment where the input and opinions of employees are welcome, where advice is freely given, and employees have no fear of retaliation when the input is shared in good faith.
3. All members of Management have a basic responsibility to see that Open Door matters are considered carefully and seriously and that a response is promptly given.
4. Management also has the responsibility to ensure that no employee is penalized for exercising his or her privilege to utilize this right.

All questions regarding the enforcement of the contents of this policy should be reported to the office of the Chairman/Chief Executive Officer with a copy to the Group Head, Human Resource.

This handbook shall take effect on the \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_, 2019.

# GLOSSARY

Except where otherwise indicated by the context, or in special definitions for particular chapters, the following words and terms are used with the following meaning whenever they occur in these regulations.

**Conflict of Interest:** When an employee compromises, or appears to compromise, the business activities of the Company due to an inside and/or outside relationship that directly or indirectly affects the interests of the employee or the employee’s family.

**Conflict:** Intense disagreement or argument, typically a protracted one that impedes productivity and/or collaboration.

**Contagious Disease:** A pathological process, the causative agent of which may be passed on or carried from one person to another directly or indirectly.

**Contract Staff:** Employee engaged on a non-permanent basis whose conditions of employment are governed by a special contract of service.

**In the Course of Duty:** In the process of carrying out a task or action that an employee is bound to perform.

**Demotion:** Loss of rank.

Promotion: Rank gain

**Dependant:** The Company defines a dependant as a spouse and maximum of 4 off springs of the Company’s employee under the age of 18 and dependent on the employee.

**Disability:** Condition of being unable to perform optimally as a consequence of physical or mental unfitness.

**Dismissal:** Loss of employment with attendant loss of earned benefits except those guaranteed by law.

**Early Retirement:** This is exit of an employee from the Company’s employment at the instance of the company after Five (5) years and before Ten (10) years of employment with the Company.

**Employee:** Any person employed by the Company.

**Grievance:** Complaint(s) of perceived infringement of rights arising out of the interpretation or application of terms and conditions of employment.

**Gross Misconduct:** Behaviour that is illegal, or is such a clear and serious violation of Company policy and the employee may be dismissed immediately.

**Harassment:** Any inappropriate or excessive behaviour that interferes with work performance, or may be any other treatment of a person(s) that creates an intimidating, hostile, or offensive working condition.

**Inefficiency:** Failing to do the amount and quality of work that is required.

**Insubordination:** Refusal to obey lawful orders or submit to legitimate authority.

**Interdiction:** Temporary prohibition of an employee from exercising the powers and functions of office or performing normal duties while he/she is under investigation or on grounds of disciplinary proceedings. While on interdiction, employee shall be paid only half salary and should provide contact details via which instructions can be communicated. When reinstated, the withheld salary will be paid.

**Dismissal:** This is the maximum punishment applicable to the most grievous offences.

**Line Supervisor:** The employee directly responsible for the activities of another employee to whom the latter reports.

**Misconduct:** Behaviour that is not in accordance with accepted professional standards and which attracts disciplinary action.

**Misdemeanour:** A relatively minor misdeed which does not warrant a serious disciplinary action.

**Negligence:** Omission or failure to exercise the required skill, care and diligence in the performance of an employee’s duties.

**Performance Management:** A systematic approach to improving and developing the performance and competence of individuals and teams in order to increase overall organizational effectiveness.

**Probation:** Stipulated period within which an employee is under observation before full employment status is bestowed.

**Query:** A formal written request to an employee for information regarding an incidence or explanation of an employee’s action or inaction. This is the first step of the disciplinary procedure.

**Redundancy**: Involuntary or sudden loss of employment as a result of reorganization or technological changes or contraction of work available.

**Resignation**: Voluntary exit of an employee from the Company’s employment on personal reasons and not as dictated by statutory requirements. This does not come with any gratuitous benefits.

**Retirement:** Exit from the Company’s employment on account of statutory requirement of law(s) or at the instance of the Company or employee.

**Secret Society:** Secret Society is any society, association, group or persons (registered or not), whose activities are shrouded in secrecy and which is formed to promote a cause, the purpose or part of the purpose of which is to promote the interest of its member under any circumstance without due regard to merit, fair play or justice to the detriment of the legitimate interest of the Company and/or its employees.

**Severance Package:** Payments and benefits to an employee to mitigate the effect of sudden/involuntary loss of employment as a result of Government or Company policy.

**Shift:** Shall mean the work periods for employees whose schedule is not strictly 8am to 5pm, Monday to Friday.

**Sponsorship:** Study leave paid for by the Company. Payment covers tuition fees; books; accommodation; feeding; transportation; research allowance; warm clothing allowance; any other related allowance apart from salary related allowances.

**Surcharge:** Levy on an employee to recover funds or value of property lost, destroyed or damaged through negligence or act of omission.

**Suspension:** The temporary removal from official duties as a punishment. The employee shall be without pay for the period.

**Termination:** Termination of appointment means loss of employment without loss of earned benefits.

**Total Emolument:** The gross annual fixed pay due to an employee as attached to the position; this is inclusive of all allowances before tax and other deductions.

**Training:** The process of teaching or being taught the skills for a particular job or task.

**Verbal Caution:** Oral reprimand to draw the attention of an employee to a misdeed.

**Voluntary Retirement:** This is the voluntary exit of an employee from the Company’s employment after Ten (10) years of service to the company.

**Warning:** Written caution to an employee as a disciplinary action for misconduct which could lead to loss of employment.

**Whistle-blowing:** Raising a genuine concern about a wrongdoing, unethical acts, dangers to health and safety of the environment, employees and the general public.

**Work hours:** Shall mean the hours of 8am to 5pm, Monday to Friday.

**Written Caution:** Reprimand to an employee as a disciplinary action for a misdemeanour.

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# EMPLOYEE CODE OF CONDUCT

## 4.1 Respect for Self and Others

### Every person regardless of race, colour, creed, religion, ancestry,

### national or ethnic origin, gender, age, genetic information, familial status or disability shall be treated with respect and dignity.

### No person shall be subject to any sexual, racial, psychological, physical, verbal or other similar harassment or abuse, or be denied benefits entitled to employees of the Company.

### It is expected that the behaviour of all employees will reflect civility and respect for oneself and others.

### Communication between employees must be respectful and dignified at all times.

## Professional Behaviour

### Employees must at all times carry out the lawful and official instructions of their supervisors.

### Employees must behave respectably at all times while off and on duty. Employees shall not conduct themselves in any manner as to mar the corporate image of the Company.

### Employees of the Company shall not, either publicly or privately, engage in slanderous/libelous activities against fellow employees and the Company as a whole.

### Employees must not possess firearms and/or weapons on Company premises or work sites except when the nature of the job permits it e.g. law enforcement officials.

### Employees must not, under any circumstance, falsify employment or Company records.

### Employees must not conduct personal business on Company time.

### Employees must at all times adhere to the Company’s safety and security regulations.

## Personal Appearance/Dress Code

### Employees of the Company are required to present a neat and hygienic appearance at all times reflecting moderation and professionalism.

### All employees shall therefore be properly groomed and dressed at all times during official hours to reflect the Company’s acceptable mode of dressing.

### At its discretion, the Company may during special occasions, allow employee to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing, athletic wear, tight, revealing or otherwise inappropriate clothing.

### Employees provided with uniforms/safety gear are required to wear such only when performing tasks which require such gear. Employees are not permitted to wear aforementioned gear for purposes not stated for its use.

### Employees appearing improperly dressed may be sent home to return properly dressed. Employees who do not return will be considered as absent from work without cause with the lost working hours charged to their vacation period.

### All employees must wear their ID cards at all times.

## Absenteeism and Tardiness

### Employees are required to arrive at work punctually and observe stipulated working hours (8am – 5pm). All employees are to ensure that they log-in/sign-in by making an entry into an Attendance Register when they report for work (where provided). They are to also log-out/sign-out when they leave the Company’s premises each day. Fifteen (15) minutes at most is allowed as a grace period for latecomers.

### Tardiness to work will not be tolerated. If you are going to be late for work, please notify your supervisor promptly (preferably before commencement of work at 8am).

### Unexcused or excessive tardiness may result in disciplinary action including termination. Please refer to the policy on Disciplinary Actions for more information.

### Employees must seek prior notification and approval from a supervisor before absence from work. Employees who proceed on leave without approval will be liable to disciplinary action. Please refer to the policies on Approved Absences and Disciplinary Action for more information.

### Employee absence without prior notification can occur due to unavoidable circumstances such as illness, bereavement, accidents and any other situation deemed an emergency at the discretion of the Company. Employees are required to notify respective Heads of Departments of such circumstances at the earliest time possible.

### Absences without proper notification shall lead to disciplinary action.

### The Company reserves the right to investigate employees who are absent repeatedly on health grounds. Following the examination of the employee by a government certified medical institution, the report will be considered by the Company for decision making.

### Failure to adhere and observe these work standards shall result in disciplinary action being instituted against the employee. Please refer to the section on Disciplinary Action for more information.

## Smoking, Drugs and Alcohol-Free Environment

### Reporting to work intoxicated or under the influence of drugs, is a violation of Company policy and will be considered inappropriate behaviour to be sanctioned accordingly.

### The consumption of alcohol during working hours shall not be condoned.

### The Company will not tolerate or condone substance abuse or the abuse of prescribed drugs.

### Employees are prohibited from engaging in the sale, possession or transfer of alcohol and illegal drugs or controlled substances or any other item on the company premises.

### Employees are prohibited from smoking on the Company None Smoking premises.

### Any employee who is taking any legal drug that might impair safety, performance or any motor functions must inform his or her supervisor. Upon request, the employee shall provide a Company-accepted physician's statement stating the possible effects that would impact the employee's work activity.

### An employee will also be tested for the presence of drugs and/or alcohol following an accident or other occurrence that involves one or more of the following covered events, a fatality, an injury requiring medical treatment other than first aid to anyone, substantial damage to vehicles, and/or substantial damage to other property.

### Employee’s refusal to submit to, tampering with, or failure to pass a drug/alcohol test will result in disciplinary action, up to and including termination. Failing to provide an adequate urine sample without a valid medical explanation or engaging in conduct that clearly obstructs the testing process will be deemed a refusal to be tested.

## Housekeeping in the Office

### Employees are required to maintain a clean and organized work area and play their part in maintaining common areas.

## Housekeeping in the Field

### Employees should take proper care of working tools and equipment. Ladders, footholds and platforms must be kept clear of mud, grease and other hazards that can cause slips, trips or falls.

### Adequate cleaning schedules should be followed in cleaning other work tools used in repairing/fixing machinery and infrastructure.

## Solicitation and Receipt of Business Gifts - Gratification

### Employees are prohibited from soliciting, accepting and giving gratification inappropriate/personal gifts or any form thereof from public officials, commercial clients, business partners, (or their relatives) etc., with the intention to give/take an advantage or influence decision-making.

### Employees are prohibited from giving and receiving gifts to/from other employees, employees’ relatives and friends, persons in authority, etc., with the intention to give/take an advantage or influence decision – making.

## Use of Company Resources

### The use of Company’s assets shall be restricted to the official purposes of the Company. Unauthorized usage of Company funds, properties, services or other resources is prohibited.

### The Company’s funds shall not be placed in any personal or non-corporate account.

### Tampering with installations (both physical and virtual) and office structure, without official permission shall not be condoned and will be liable to sanction.

### Employees are responsible for the care of items issued to them by the Company including work tools, equipment, safety gear, Company vehicles, written material, etc. Employees must return all Company property immediately upon request or upon cessation of employment.

### Employees are responsible for personal effects while at work and as such, the Company will not be held responsible for any loss of personal effects.

## Etiquette: Visitors, Phone Use and Conversations

### Employees are to avoid personal conversation (face-to-face or on the telephone) when a client/customer is waiting.

### All Customer Care Representatives will answer customer calls promptly in a courteous, thoughtful, considerate, patient and helpful manner. Also, use of proper identification including own name (full or partial), department or function when placing/receiving customer-related calls is mandatory.

### Employees shall not use excessively loud ringtones in the work area which may disrupt business.

### Personal conversations shall be kept to a minimum and be conducted in respectful tones. Shouting on the phone under any circumstance will not be tolerated.

### When employees entertain personal visitors in the work area, visits must be kept short and be conducted professionally.

### All visitors must be registered with the Front Desk Officers.

## Meal and Break Periods

### All employees of the Company shall be entitled to a one-hour lunch break during office hours each day between the hours of 12 - 1pm. As much as possible, socializing in the office should be limited to break periods.

### When having a business lunch with a vendor or customer, up to an hour thirty minutes is permissible with supervisory approval.

### If overtime/shift schedule of 10 hours or longer is in effect, an additional break period may be permitted.

### No employee shall leave his workplace during work hours, unless it is with the permission of the Supervisor, or it is on an official assignment duly authorized by the Supervisor

### Employees are not permitted to work through lunch in order to leave early.

### Employees are not permitted to eat food at their desks and are encouraged to use the Company-provided canteen. Where no Company provided canteen exists, employees may eat food within areas designated by their supervisors and immediately after eating clear the area of all traces and evidence of food.

### If an employee is involved in providing direct customer service or a major task, he or she should finish before taking a lunch break.

### Employees are required to obtain permission for specified duration if they wish to return late from lunch break, or take any additional break period during office hours.

## Internal Communication

### English Language is the official language of communication (written and oral).

### All communication activities shall be channeled in a timely manner throughout the organization using appropriate selected media such as Bulletin Boards, Email, Memos, etc.

### All work-related communication must be sent via work email addresses. No work-related matter shall be sent to personal email addresses.

### Use of indecorous and obscene language is prohibited in both written and verbal communication.

### No commercial messages, employee solicitations, messages of a religious or political nature, junk mail, chain letters and executables shall be distributed using the Company’s e-mail system or other internal means of communication.

## External Communication

### Only employees duly authorised to speak to the media on behalf of the Company may speak or write in the name of the Company to any newsgroup or website.

### No copyrighted or Company’s proprietary information is to be externally communicated unless approval has been granted by Executive Management.

### Employees are prohibited from releasing protected information via newsgroup or chat rooms, whether or not the release is inadvertent.

## Company Email and Internet Usage

### The Company may from time to time review the policies and procedures guiding email and internet usage, and may take up employee non-compliance and breaches for further action.

### The office e-mail and Internet hardware and software are Company property. All messages sent, composed or received remain the property of the Company. Workers are prohibited from utilizing official e-mail or the Internet to conduct and/or engage in separate business ventures unrelated to the Company.

### The e-mail system and Internet are provided by the Company for individual’s business use. The Company reserves the right to monitor employees Internet usage.

### Employees are prohibited from using or installing any software on Company systems without prior approval.

## Conflict of Interest

### Employees are required to devote their full working time and efforts to the Company’s interest. All employees must avoid activities that may conflict with the Company’s interest or distract full attention to work.

### Employees are not allowed to engage in outside activities that are in direct conflict with the Company’s operations. Potential conflicts of interest include but are not limited to the following:

1. Family members working within the same location;
2. Purchasing items or services from an organization in which the employee or members of their family have a significant financial interest;
3. Unauthorised use of company confidential information for personal activities/gain;
4. Accepting employment and/or engaging in compensated activities outside the Company that conflicts with the Company’s duties and responsibilities;
5. Having any significant financial interests in any firm or entity that supplies or is likely to supply (other than a donation) equipment, materials, or services for work being performed at the Company; and
6. Discussing future employment with a person who can influence future direction of the Company.

### Employees are mandated to disclose potential situations for conflict of interest by filling a Conflict of Interest Disclosure Statement stating nature of potential conflict, the organization(s) involved and other information that might assist in making a determination concerning a conflict of interest.

### Related employee members shall not work in the same department, business hubs or branch, and shall not be assigned to responsibilities that shall result in a conflict of interest. Employment of employee relations shall in any event be subject to guidelines approved by the Company.

### Any employee who knows of, or could reasonably have been expected to know of, and deliberately fails to respond appropriately to a potential conflict of interest shall be subject to disciplinary action ranging from a written reprimand to termination consistent with the Company’s disciplinary procedures.

### Any employee who has been convicted of breaching the conflict of interest policy has the right to appeal the decision following appeal procedures laid out by the Company.

# EMPLOYEE RELATIONS

## Disciplinary Actions

### Disciplinary action will be taken against employees who demonstrate unsatisfactory conduct inconsistent with his/her responsibilities or position and is therefore disruptive to the smooth working of the department or organizational unit. The Company reserves the right to mete implement appropriate sanctions in line with policy.

### Disciplinary procedures shall follow as thus:

1. Official query from the line supervisor with a copy to HR Department;
2. The employee’s reply;
3. Immediate disciplinary action if reply is unsatisfactory;
4. A disciplinary committee’s evaluation (in the event of severe cases); and
5. Implementation of the verdict i.e. administration of disciplinary actions or acquittal of employee.
6. Disciplinary proceedings will be recorded in employee’s file.

### Disciplinary actions will be prompt, uniform, and impartial and will be in line with applicable employment and labour laws. Disciplinary action to address employee misbehaviour shall follow these steps listed above. No disciplinary action may be administered to any employee without a query and consideration of consequent reply. It will be recorded in the employee’s file.

### The Supervisor may draw the attention of subordinate(s) to a misdemeanour in writing, copying the HR Department, in form of a query, with a view to pointing out such misconduct for the records and providing the employee an opportunity to reply. If the employee’s reply is satisfactory, the employee shall be exonerated formally.

### Disciplinary actions include:

1. Verbal Caution.
2. Written Caution.
3. Written Warning.
4. Suspension
5. Termination of Appointment.
6. Interdiction.
7. Surcharge (This is applicable to an employee who has admitted, or is found culpable by a properly constituted Disciplinary Committee).

### Suspension penalties shall be counted as working days of the week and not calendar days.

### When a single act constitutes two or more offences under this Code, or when an offence is a necessary means for committing the other, the penalty for the more/most serious offence shall be imposed.

### Management reserves the right to prosecute and institute civil proceedings against any employee accused of fraud in order to recover any amounts lost to fraud.

### Any disciplinary proceedings against a female employee, which would otherwise have been taken during the period of her maternity leave, shall be postponed until her delivery and resumption of duty.

### An employee under suspension or interdiction shall not be allowed to enter company premises and use company facilities during the period covered by the suspension, which includes his rest/off days. The employee may only be allowed to do so for official or business purposes if escorted by Security.

## Categorisation of Offences

### The disciplinary action to be taken for any offence will be determined by the nature of the offence.

* 1. Misdemeanour: Varying degrees of disciplinary action for the first three offences and termination of appointment at the fourth instance.
	2. Misconduct: Varying degrees of disciplinary action for the first three offences and termination of appointment at the fourth instance.
	3. Gross Misconduct: Varying degrees of disciplinary action at the first offence and termination of appointment at the second instance.

## Schedule of Penalties

| **S/N** | **OFFENCE** | **First Offence** | **Second Offence** | **Third Offence** | **Fourth Offence** |
| --- | --- | --- | --- | --- | --- |
| A | ATTENDANCE AND PUNCTUALITY (WITHIN A 12-MONTH PERIOD) |
| **1.** | **Any employee who resumes work later than 8am for five (5) times, or an accumulated tardiness of one-hundred (100) minutes, whichever comes first, within any thirty (30)-day period shall constitute excessive tardiness. Fifteen (15) minutes at most is allowed as a grace period for latecomers. (the lump sum of hours late (100)/repeated offence in 5 instances shall be considered as a single offence) – Misdemeanour**  | Verbal Caution | Written Warning | 3-days Suspension | Termination |
| **2.** | **Unauthorized absence from work without permission for less than five (5) consecutive days shall be considered as simple absence. – Misconduct** | Written Warning and loss of pay for days absent | 5-days Suspension | 10-days Suspension | Termination |
| **3.** | **Unauthorized absences from work that exceed five (5) consecutive working days shall constitute excessive absences. – Gross Misconduct** | Written warning and loss of pay for days absent | Termination  |
| B | WORK PERFORMANCE AND STANDARDS |
| **1.** | **Leaving work area, loafing, loitering, sleeping or performing personal matters while on duty. – Misdemeanour** | Verbal Caution | Written Warning | 3-days Suspension | Termination  |
| **2.** | **Failure to wear prescribed uniform and/or to properly display/present company I.D. while on duty or within company premises. – Misdemeanour** | Verbal Caution | Written Warning | 3-days Suspension | Termination  |
| C | EMPLOYEE BEHAVIOUR |
| **1.** | **Fighting during work hours and/or within company premises. – Gross Misconduct** | suspension | Termination  |
| **2.** | **Using abusive, threatening or profane language or showing gross disrespect to any person during work hours and/or within company premises. – Misdemeanour** | Verbal Caution | Written Warning | Suspension | Termination |
| **3.** | **Planting evidence or imputing a false offence or discreditable act against another employee. – Gross Misconduct** |  Suspension | Dismissal  |
| **4.** | **Harassing or retaliating against an employee (e.g. a whistle blower, witness and the like). – Gross Misconduct** |  Suspension | Dismissal |
| **5.** | **Sexual harassment; immoral conduct during work hours and/or within company premises, including exhibition or distribution of pornographic materials. – Gross Misconduct** | Dismissal |  |
| **6.** | **Assault. – Gross Misconduct** | Dismissal |  |
| **7.** | **Possession or use of firearms, deadly weapons, or hazardous materials within Company premises or during work hours, unless authorized in writing by the company. – Gross Misconduct** | Dismissal |
| **8.** | **Drinking of alcoholic beverages during work hours or on Company premises, except on Company-authorized occasions or areas. – Misconduct**  | suspension  | Termination |  |   |
| **9.** | **Possession and/or use of any illegal narcotic, or drug transaction such as pushing, possessing, using, or causing to be brought or used, in Company premises, except when such drugs take the form of medicine prescribed by a physician and upon request, a prescription can be produced. – Gross Misconduct** | suspension | Dismissal. |
| **10.** | **Smoking within Company Premises. – Misdemeanour** | Caution  | 1-day Suspension  | 3-days Suspension  | 5-days Suspension  |
| **11.** | **Refusal to submit to inspection conducted within Company premises by authorized Company personnel. – Misdemeanour** | 3-days Suspension  | 5-days Suspension  | 15–days Suspension  | Termination  |
| **12.** | **Gratification (giving or receiving) – Gross Misconduct** | 5-days Suspension | Dismissal  |
| **13.** | **Insubordination. – Misconduct** | Verbal Warning | Written Caution | Suspension | Termination |
| **14** | **Fraud. – Gross Misconduct** | Dismissal |  |
| **15** | **Theft – Gross Misconduct** | Dismissal |  |
| **16** | **False declaration. – Gross Misconduct** | Suspension | Dismissal. |
| D | CONFIDENTIALITY OF WORK AND INFORMATION |
| **1.** | **Misuse of Company information. – Gross Misconduct** | 5-days Suspension | Termination |
| **2.** | **Unauthorized use of company information. – Gross Misconduct** | 5-days Suspension | Dismissal. |
| E | CONFLICT OF INTEREST |  |
| **1.** | **Conflict of Interest. – Gross Misconduct** | 5-days Suspension | Dismissal. |
| F | USE OF COMPANY PROPERTY |
| **1.** | **It is prohibited to load and transport personal effects/cargo in company vehicles without authorization. – Misconduct** | Written Warning  | 1-day Suspension  | 3-days Suspension  | Termination  |
| **2.** | **It is prohibited to operate, without authorization, or tinker with Company properties such as motor vehicles, operating machines, computer hardware, communication equipment and special tools or equipment, the operation or use of which require specialized skills or training. – Misconduct** | 3-days Suspension  | 10-days Suspension  | 15-days Suspension  | Termination  |
| **3.** | **Failure by the operator, driver or user to report immediately any damage to or defects of Company properties. – Misconduct** | Written Warning  | 3-days Suspension  | 5-days Suspension  | Termination |
| **4.** | **Unauthorized use, lending or improper care of Company property. – Misconduct** | Written Warning | 5-days Suspension | Dismissal. |
| **5.** | **Tampering with employee personal records. – Gross Misconduct** | Written Warning/ 5-days Suspension | Dismissal. |

**Note: All cases of suspension are without pay.**

## Disciplinary Committee and Proceedings

### Management is required to set up disciplinary committees within two (2) weeks of the commission of the offence to handle disciplinary cases for different categories of employees.

### The disciplinary committee shall be comprised of three members and an HR representative serving as secretary/recorder to the Committee.

### Members of the committee must be either at par or senior to the employee(s) undergoing the disciplinary procedure. However, the Chairman of the committee must be at least a grade level higher.

### Persons responsible for administering disciplinary actions must adhere to the disciplinary procedure steps as stated by the Company, unless relevant labour laws or regulations require alternative or additional requirements or actions.

### In its investigations, the Disciplinary Committee must carefully consider the query, the reply, and all representations before the Committee, all relevant documents submitted to it and the relevant provisions of the Company’s Conditions of Service, before making its recommendations.

### The Disciplinary Committee’s report must reach the approving Authority within twenty — eight (28) working days of its appointment. Further extension may be granted on request if further investigations need to be conducted or extenuating circumstances need to be addressed.

### All employees summoned to face the Disciplinary Committee shall be presumed to be innocent until after full investigations and fair hearing.

### All employees summoned to the Disciplinary Committee may come along with a legal counsel, colleague or member of Staff Union or representative body.

### Employees have the right to be informed of their offence, to state their side of the case before the investigation is carried out and to be informed promptly of the outcomes of investigation and consequences.

### It is deemed necessary, before any documentary evidence is used against an employee, the employee must be supplied with a copy thereof or given access thereto.

### All cases of dismissal and termination shall be referred to the Managing Director for approval.

## Disciplinary Action Appeal

### Employees have the right to an appeal within two months of the conclusion of disciplinary hearings. If the employee is not satisfied with a verdict, an appeal can be made to the Managing Director. For Senior Management level employees, appeal shall be made to the Board of Directors (BOD). The following process shall apply:

1. The employee shall write to the Chief Executive Officer/BOD, as stated in clause 5.5.1 above, clearly indicating grounds for appeal.
2. An acknowledgement of the appeal shall be sent to the employee to indicate receipt.
3. The findings of the Disciplinary Committee shall be reviewed by an Appeal Board (which shall be made up of representatives as shall be determined by Management and who shall be higher in grade) which shall make a determination as to whether all pertinent factors were considered. The representatives shall constitute new members who shall not have been a part of the initial Disciplinary Committee.
4. It is important that an Appeal Officer carry out activities in an impartial and unbiased manner. Bias, prejudice or favouritism shall invalidate any determination of the Appeal Board.
5. The employee shall be allowed to present any facts that might not have been considered or that may have been improperly interpreted in the initial review.
6. The Appeal Board shall make a determination based on the facts and evidence presented to it.
7. Upon review of these, the decision of the Management is considered to be final.

## Whistle-Blowing

### The Company shall establish a culture of openness, trust and professionalism.

### Every employee has a duty to disclose as soon as possible, all instances of unethical or illegal issues and suspected or intended acts against the Company or its employees, of which he had foreknowledge.

### Employees are required to make disclosures internally; the identity of the whistle-blower will be protected at all times.

### All disclosures shall be thoroughly investigated.

### All employees shall be protected from victimization, harassment or disciplinary action as a result of any disclosure, where the disclosure is made in good faith and not for personal gain or vendetta.

### While the Company can provide internal anonymity, it cannot guarantee this will be retained if external legal action follows from the disclosure.

### If an employee makes a disclosure in good faith, which is proven false by subsequent investigation, no action will be taken against that employee. In making disclosures, employees should exercise due care to ensure the accuracy of information.

## Harassment

### All forms of harassment (including but not limited to harassment on the basis of protected characteristics, such as sex, race, religion, colour, age, physical or mental disability, nationality, origin, pregnancy, gender) are prohibited by the Company.

### Management is responsible for taking immediate and appropriate disciplinary action to deal with incidents of harassment of any type which may result in termination of employment in line with already stated disciplinary measures.

### The Company prohibits any form of retaliation for filing a valid complaint under this policy or for assisting in the investigation of a complaint. However, if, after investigating a complaint of harassment and the Company determines that the complaint is not valid or an employee has provided false information regarding the complaint, the individual who filed the complaint or who provided the false information will be disciplined.

## Grievances Procedures

The following procedures shall apply:

### An employee who has a grievance should make this known in the first instance to his Supervisor. The Supervisor will discuss the grievance with employee concerned and if possible seek information from appropriate sources in an attempt to resolve the issue.

### An employee, being dissatisfied with the decision of his supervisor, shall escalate the matter to the appropriate authority. Where the employee is a member of the Union, he may inform the Union accordingly which may elect to take up the issue(s) raised.

## Approved Absences and Vacation

### The Company shall make provision for employees to take periods of leave and vacation from work to attend to personal needs.

### Employees are required to follow due approval processes.

### Any disregard of this policy shall be taken as an act of gross misconduct. Employees, who fail to return after the expiration of leave or vacation shall face appropriate disciplinary action, attract sanctions and shall lead to forfeiture of salaries and allowances taken for the equivalent number of days.

## Vacation

### Employees are entitled to vacation of thirty (30) calendar days each calendar year.

### Paid leave shall be granted in each calendar year to all employees who have completed the probation period. (Please refer to employee offer letter for leave allowances applicable).

### It is expected that vacation will be planned by Supervisors, to ensure that employees take their vacation as at when due. However, vacation may be deferred or suspended on exigencies of duty.

### Within any given calendar year, confirmed employees who have not been in employment for a full year, by the end of the leave year shall be allowed pro-rated vacation.

### Any absence from duty not specifically covered by other provisions in the policy, and which cannot be justified shall be charged to the employee’s vacation period. If an employee has no accrued annual vacation, it shall be considered as unauthorised absence and payment of salary and allowances shall cease for the period of the absence.

### Employees who resign shall have their leave entitlements (leave days and allowances) pro-rated.

### Employees who take annual leave entitlement before submitting his/her resignation shall be required to refund to the Company an amount in proportion to any leave taken in excess of his/her prorated leave entitlement at the effective date of his/her resignation.

### Employees who fail to return after the expiration of annual leave shall be granted a one-month grace period, after which his/her employment status shall be amended to resignation with effect from the date of expiration of grace period.

### All staff shall avail themselves of their leave entitlement each financial year. Leave accumulation shall not be allowed.

### An employee who attends an approved training session during his annual leave shall have his annual leave extended by the number of days spent on the training programme.

### The Company is not liable for monetary compensation of employees in lieu of annual leave except in case of termination of employment or with the express approval of the Chief Executive Officer.

### The maximum number of days an employee can carry forward into a new financial year is five (5) days. Approval to carry forward any leave days shall come from the Chief Executive Officer and the leave shall be taken within the first quarter of the new financial year.

## Leave of Absence

### Leave of absence shall not exceed One (1) year. It may be granted for an initial period not exceeding six (6) months. This may be reviewed for a period also not exceeding One (1) year.

### Employees on leave of absence shall not be entitled to any form of remuneration/benefits during the period, including promotions, bonuses and performance pay or incentives, but will be pensionable.

### Employees shall be required to use up any outstanding vacation entitlement before this leave is granted.

### Approval for leave of absence shall be at the discretion of the Company and is not to be seen as an employee's right.

### Employees may be granted leave of absence for personal reasons on application e.g. an illness in the family, education or urgent personal needs. Approval of leave of absence shall be at the discretion of Management.

## Examination Leave

### An employee may be allowed special leave for examination days up to a maximum of Ten (10) working days in a year if in the opinion of Management, the academic or professional examination is relevant to the business of JOTNA GROUP.

### This leave may be granted to an employee to attend graduation or conferring ceremonies when they have qualified for degrees or diplomas. The period of leave granted should take into account the time of the ceremony and travel requirements.

## Compassionate/Casual Leave

### Compassionate leave may be granted for a maximum period of five (5) working days in any one calendar year to an employee in the event of an employee’s marriage, serious illness or death of immediate family member (spouse, mother, father, son or daughter), or any other unforeseen emergency upon application.

### Compassionate leave shall not be allowed where an employee has unspent annual leave. Compassionate leave in excess of five (5) working days in one calendar year will be deducted from the annual leave of the following year.

## Sick Leave

### Any employee who is unable to perform official duties due to illness must ensure that it is reported personally or by a representative to the Company within forty-eight (48) hours of being absent.

### It is expected that any employee who is ill and will be away from work shall notify the Head of Department, personally or through a representative, with a copy of a medical report from a Company-approved/Government Hospital within a period of two (2) days to secure sick leave approval. Failure by the employee to submit a report within a reasonable time thereafter shall be treated as absence from duty without permission.

### Employees may be granted extended sick leave for up to a year to receive medical attention with full pay at the discretion of Management.

## Maternity Leave

### Employees who are pregnant shall be granted fourteen (14) calendar weeks’ maternity leave with full pay.

### The annual leave for the year will, however, be regarded as part of the maternity leave, i.e. the maternity leave encompasses vacation.

### Where the annual leave has already been taken before the grant of maternity leave, the equivalent of annual leave within the full maternity leave shall be without pay.

### Request for additional maternity leave for reasons other than medical ones, will be at the discretion of Management and will be unpaid.

### Employees who fail to return after the expiration of maternity leave shall be granted one (1) month grace period, after which the employee’s employment status shall be amended to resignation with effect from the date of expiration of grace period.

### Employees on probation are not entitled to maternity leave within the probation period.

### Maternity leave may however be granted on compassionate grounds to employees on probation which may be with or without pay upon consideration of an application from the employee.

## Time-off for Nursing Mothers

### An employee nursing a child shall be granted two (2) hours off-duty, i.e. one hour before resumption of duty and one hour before the close of work.

### The facility shall be granted up to a maximum period of six (6) months from the date of resumption from maternity leave.

## Public Holidays

### All employees are expected to observe all public holidays as granted by the Federal and State Governments of Nigeria.

### A public holiday occurring during a period of annual leave and on a day which the employee would ordinarily work, entitles the employee to an extra day of annual leave for each of those days.

## Staff Exit

### An employee must surrender all the Company’s properties upon exit from the Company.

### Employees leaving the Company must settle all their indebtedness to the Company or make acceptable arrangement for the settlement.

### An exit interview shall be held with every employee leaving the Company voluntarily in order to establish the true motive or reason for leaving as well as the exiting employee’s opinions and recommendations for improving recruitment, management and retention policies and practices.

### Employees shall, upon exit from the Company, agree on withdrawal modalities with their Pension Fund Administrators (PFA’s) in line with the extant Pension laws.

### Except for dismissal, the following pay elements or relevant combinations thereof shall be considered in computing the terminal benefits of a disengaging employee:

1. Earnings: Including but not limited to annual emoluments to date, payment in lieu of notice of termination, redundancy benefits, pension contribution, etc.
2. Deductions shall include upfront payment unearned, payment in lieu of notice of termination, unearned leave allowance paid, etc.

### In a case where exiting employees are in possession of status entitlements such as motor vehicles, mobile phones, laptops, etc., the retention or submission of all such items shall be in line with Company policy.

### Exit from the Company includes, resignation, termination, dismissal, retirement, redundancy and death.

### A. Resignation of Appointment

1. During the probationary period, notice to resign or resignation may be tendered by either side by giving two weeks’ notice in writing or payment of two (2) weeks’ salary in lieu of notice.
2. After confirmation, notice to resign or resignation may be tendered by either side giving the other a month’s notice, or payment of one (1) month’s salary in lieu of notice. For employees on grade level of AGM and above, this is to be discussed and agreed with Management on a case by case basis.
3. The Company reserves the right not to issue a notice to resign or payment in lieu of notice of resignation when an employee is under investigation internally/externally until the determination of the investigation.
4. Upon resignation, any outstanding entitlements owing to the employee shall be paid in full.

### B. Termination of Appointment

1. An appointment on contract may be terminated at any time in accordance with the terms specified in the contract agreement.
2. Appointment of an employee on probation may be terminated at any time by rendering two (2) weeks’ notice or the payment of two (2) weeks’ salary in lieu of notice.
3. An employee whose appointment has been confirmed may be terminated by giving one (1) month-notice or one (1) month’s salary in lieu of notice.
4. At the termination of employment, any outstanding entitlements accruing to the employee shall be paid in full.
5. The termination of employment date shall be the last working day of the employee at any of the Company’s premises.
6. Terminations are to be treated in a confidential, professional manner by all concerned.

### C**.** Dismissal

1. The Company shall ensure that guidelines on all issues of dismissal of employees comply with the relevant employment and labour standards.
2. All benefits to the employee cease from the effective date of dismissal.
3. Dismissals are to be treated in a confidential, professional manner by all concerned

### D. Retirement

1. Retirement is the withdrawal from employment and shall outline the criteria for eligibility, benefits and options for retirement from service.
2. The Company shall comply with retirement legislations within the Country. The age of retirement shall be 60 years or 35 years of service (whichever comes first). However, this shall not apply to Board appointees.
3. It is Management’s prerogative to retire any employee earlier than stipulated by labour laws in accordance with terms stated in the employment contract (early retirement).

E. Death

1. Any employee who dies in the service of the Company is entitled to benefits as stated in section 6.3.2 of this document.

## Employee Records – Safe Keeping, Access and Restrictions to Data

### Records shall be kept on all current and former employees effective from the date of assumption of duty stated on employee’s employment letter.

### Human Resources shall ensure that all employees' relevant records are captured accurately in the Company’s Human Resources database. The records shall be complete, up-to-date, centrally located, and adequately protected.

### Employees may be periodically requested to provide relevant data to update these personnel records. Each employee is responsible for ensuring his personal records are updated and reflect current realities.

### Employees may be allowed restricted access to personal records comprising of personal data, education, qualifications, experience, demonstrated competencies, performance rating and training history, competency development plan. Request for such records must be at the instance of the employee and approved by the Head of Human Resources.

### Employee records shall be treated as strictly confidential to protect the privacy of employees.

### The Head of Human Resources Department shall provide required and relevant employee confidential information upon valid request.

### Employees who violate the restrictions on access to employee records shall face appropriate disciplinary measures.

## Data Privacy

### Data privacy shall be governed by strict confidentiality.

### No employee shall tamper with or take for his private use any classified record of the Company without written permission.

### Upon dismissal, termination of appointment, voluntary or compulsory disengagement or exit from the Company, employees shall not copy, take or retain any document(s) either on paper or electronically stored, of the Company containing restricted information/data.

## Policy Update, Review and Monitoring

### The Company intends to maintain HR policies that are relevant to the Organisation and ensure adaptability to a changing industry.

### The Human Resources Department shall be responsible for managing the process of reviewing and updating HR policies and employee handbook.

### Periodically, or in the event of significant changes in the business environment, new governmental and industry regulations, the policies will be reviewed in consultation with the Unions to ensure relevant and up-to-date content.

### Such updates will be included as addendums to the existing staff handbook. Executive Management shall be responsible for the approval of policy updates.

# COMPENSATION, REWARDS AND BENEFITS

## Compensation Strategy

### The company understands that compensation is fundamental to its ability to attract, reward, retain and motivate a talented workforce needed for long-term business success.

### The objectives of the compensation strategy are to:

1. Support a performance culture that is based on merit, differentiates and rewards excellent performance, both in the short and long term, and duly recognizes adherence to the Company’s values;
2. Enable the Company to attract and retain employees, and motivate them to achieve results with integrity and fairness;
3. Maintain responsible, performance-based compensation policies that are aligned with the long-term interests of the Company’s employees and shareholders.

### Compensation will be based on up-to-date job descriptions, effective job evaluation and performance management, and relevant salary administration. Salary administration encompasses establishing salary ranges, decision-making criteria for salary increases and time frames for salary review.

### The Company shall conduct periodic reviews to ensure that compensation remains competitive and is adequate to secure a position as one of the leading employers of choice.

### The Company shall conduct its salary taxation practices in an ethical manner in line with State and Federal tax laws.

## Salaries and Wages

### Salaries and wages shall be paid monthly on or before the 25th day of each month and shall include base pay and allowances as agreed by the Company. Where the 25th day of any particular month falls on a weekend, salaries shall be paid on the last working day preceding the weekend or on the first working day of the subsequent week.

### Salaries payable to staff shall be categorized by grade level.

### Employees shall receive individual pay slips containing a breakdown of salary payment monthly i.e. basic pay, allowances, benefits, taxes, etc.

## Allowances

### Exclusive Allowances

#### **(1) Death in Service:** The Company shall provide support to families of employees on the occurrence of the following:

1. In the event of death, one month gross salary at the date of death, shall be paid to the registered next of kin of the deceased employee to a minimum of N100,000;
2. Only name(s) of next-of-kin in the Company’s record as at the time of death shall be recognised;
3. The Company shall consider and decide what additional support may be provided to the family of the deceased to alleviate burial expenses (casket payment, obituary in newspaper).

#### **(2) Bereavement:** The Company shall provide support to employees in the event of the death of an immediate relative as follows: -

1. A letter of sympathy shall be signed by the Chief Executive Officer or his appointed representative and hand-delivered to the staff with one (1) month’s gross salary.

#### **(3)** Bonuses

Bonuses may be given in recognition of individual or team contributions, whilst profit sharing shall be as approved by the Board on attainment of corporate targets.

1. All Employees are entitled to the thirteenth (13th) month pay in December as part of the Company’s bonus scheme.
2. Efficiency bonus for Motor Vehicle drivers is a job commitment bonus. The bonus is designed to encourage motor drivers to ensure accident-free driving and proper care of vehicles they drive.

#### C. Awards

1. The Company shall improve employee satisfaction by recognising and rewarding sustained excellence, outstanding contribution and exceptional performance via employee recognition schemes. The Company shall initiate a Long Service Award scheme and issue a Service Testimonial to employees who attain the milestones of 5, 10, 15, 20, 25, 30 and 35 years of meritorious service.
2. Outstanding Performance Award and Commendation Letter(s) shall be given where an employee has achieved an outstanding performance or has exhibited gallantry within terms of employment to save Company’s revenue, property or other employees’ lives.
3. Before exercising this option, a detailed report must be made by the Supervisor, and approval to issue a commendation letter secured from a Management officer not below Senior Manager Level.
4. The Company, in the spirit of camaraderie, may provide non-monetary gifts to employees in celebration of an event (such as wedding, child-birth, etc.), or during certain festive periods.

## Benefits

### Pension

1. The Company shall comply with the statutory mandatory contributory pension scheme provided for by the Pension Reform Act, 2014, Laws of the Federation of Nigeria.
2. In accordance to law, pension contribution rates are 8% (eight percent) from the employee and 10% (ten percent) from the Company. This contribution rate is subject to statutory change.

### Medical

1. The Company shall provide adequate medical benefits for all employees. The Company may in any event engage a Health Management Organisation (HMO) to serve this purpose.
2. The Company shall provide required medical services for its employees and the immediate legal dependants of employees which should not exceed a spouse and a maximum of four (4) children below the age of 18. In the case of Executive Management, one official domestic staff is approved.
3. These medical services include, Outpatient and Specialist Consultation, Admissions, Accommodation (including feeding), Physiotherapy, X-Rays, Laboratory & Diagnostic Tests, Emergencies, Accidents (on and off the job), Prescribed Drugs, Routine Immunizations, Minor Surgeries and Procedures, Ante-natal care and Delivery, Primary Dental Care including (fillings, polishing, non-surgical extractions, preventive care), Eye Glasses and Contact Lenses, Advanced & Complex Investigations (incl. CT Scan, MRI Scan), Additional Immunisations for 0-5 years (Hepatitis B, HiB, MMR, Pneumococcal), Ambulance Services and Evacuation (Hospital to Hospital & Road Side to Hospital).
4. Medical Services **do not** include Cancer Care (Oncology Test + Drugs), HIV/AIDS Treatment, Intensive Care Services, Major and Complex Surgeries/Procedures, Dental Surgical Extraction, Annual Comprehensive Medical Check-ups.
5. Children over the age of eighteen years (18) years shall not be covered by the scheme.
6. Employees of the Company are required to take treatment only at the Company’s retainer hospitals and clinics and any other hospitals that the employee may be referred to for specialist attention by the aforementioned.
7. For employees whose families do not reside in areas covered by the Company’s health insurance scheme, medical expenses incurred will be reimbursed, provided that treatment is sought in a hospital of comparable profile with hospitals in the Company’s health insurance scheme. Treatment received must also fall within the approved list of available medical services.
8. Medical reports for any reason should be issued by hospitals and clinics specified in the retainer. In the event that this is not practicable, a report from any other government certified hospital can be tendered subject to verification by the company.
9. On case by case basis, subject to unavailability of required medical treatment domestically, an employee, the spouse or child may be sponsored for medical treatment abroad at the expense of the Company based on approval by Management.

### Insurance

1. It is the policy of the Company to establish and maintain insurance cover for all its plants, equipment and employees.
2. The Company shall comply with the statutory requirements of the Nigeria Social Insurance Trust Fund (NSITF) Act. In addition, the Company shall take out a Group Life Insurance policy to cover all its employees.

## Other Entitlements

 To foster the Company’s intention to acquire and retain the top talent in the industry, the company reserves the right to motivate performance, provide comfort and foster commitment from its employees by way of other entitlements.

### Status Cars

1. The Company shall provide status cars to employees at Senior Management levels upon joining the Company or upon promotion.
2. The Company shall define the eligibility by Senior Management grade and the type of cars to be assigned. Requests for brands with special features will require payment by the employee for the difference in budget to acquire these.
3. The amortisation period for status cars will be five (5) years after which full ownership reverts to the staff at 10% (ten percent) of the original cost.
4. A Senior Management employee promoted to a higher management grade will continue the use of the current car until fully depreciated before acquiring the new car.
5. A Senior Management employee who does not want the car option may opt for the money option. The money shall be paid on an annual basis for the period of four years and taxed accordingly. The amount shall be communicated upon application.
6. The Company will bear the cost of insurance and provide car maintenance allowance to cover fuelling, servicing and all repairs of Company procured status cars.
7. Any Senior Management grade employee who resigns before the five-year term may purchase the status car at market value at Management’s discretion.
8. Any Senior Management grade employee whose appointment is terminated shall have the option of buying the status car at book value or 10% of purchase price, whichever is higher.
9. Spouses of deceased Senior Management grade employees or their appointed beneficiaries shall be allowed to purchase cars used by their spouses at book value or 10% of purchase price, whichever is higher.
10. Any Senior Management grade employee, who retires normally, under an incentive package or voluntarily, shall be allowed to buy his car at book value or 10% of purchase price, whichever is higher.
11. Any senior management grade employee dismissed from service shall return his/her status car to the company.

### Professional Body/Club Membership

1. Senior Management employees and above are entitled to professional and social bodies/clubs.
2. The Company shall pay the annual membership fees (initial registration fee, annual renewals and annual compulsory development training) of Senior and Middle Management employees in professional bodies. Such professional body must be relevant to the employee’s job function and performance.
3. Evidence of membership will be required for processing of subsequent membership fees. Cheques must be processed in favour of the professional organisation.
4. Professional bodies/club membership will be restricted to local bodies; exceptions may be made after due consideration and approval by Management in special cases.
5. Employees may opt to change their professional membership but it must, at all times, be relevant to their functional assignments.
6. The Company shall pay this entitlement to any eligible staff only once in a year.
7. The Company shall not monetise any unutilised club or professional subscriptions to Senior Management employees at year-end or on exit.

### Travel

 Employees who embark on official trips, locally and internationally (either for work or training) are entitled to transportation, accommodation and feeding allowances.

Mobile Phones

1. The Company will provide mobile phones to employees based on their job functions and requirements.
2. Employees who wish to purchase a phone brand higher than what is assigned to current grades will be responsible for making payments to offset the difference in budget.
3. Phone call allowances will not be monetized or carried over from month to month.
4. Call charges in excess of the set threshold limit per level can only be reimbursed if approved by Management upon verification.
5. The depreciation period for mobile handsets will be two (2) years and can only be swapped for a new one after such time has elapsed.
6. Old phones can be re-purchased by employee at salvage value.
7. Insurance for all mobile phones will be borne by the Company.

### Flight Tickets

The Company shall provide for executive management employees return flight tickets for self and spouse for annual vacation in line with their contract of employment once every calendar year.

# RECRUITMENT

## Recruitment Strategy

### The Company shall attract, select and employ the best talent that would contribute to the achievement of the Company’s corporate objectives.

### The objectives of the Company’s Recruitment Strategy shall be to:

1. Attract and employ highly qualified persons;
2. Strengthen the workforce and skills base to improve overall Company performance;
3. Enhance the Company’s image and reputation as an employer of skilled professionals.

### The recruitment and selection process shall be implemented based on objectively-defined standards, free of bias, patronage and nepotism.

### Recruitment of employee shall be based on approved current/identified future workforce needs of the Company and the required competencies for the vacant job positions.

### As much as possible, vacancies shall be filled internally. Where there is no suitable candidate available internally, external recruitment shall be conducted.

### A selection criterion will be developed for all job levels based on required competencies and will be utilized in screening applications for employment eligibility.

### The Company shall not discriminate on the basis of disability, gender, race, nationality, ethnic origin, marital status, religion, political ideology or alignment.

## Expatriate Recruitment

### The Company shall comply with extant laws from regulatory authorities on the recruitment, selection, and conditions of employment of expatriates.

### Approval shall be obtained from relevant regulatory authorities before a non-Nigerian is recruited into the Company. The Company is responsible for facilitating all processes linked to obtaining relevant work permits as required.

### Expatriate recruitment shall be for grades not lower than Mid-level Management.

### The Company shall secure a furnished apartment within the limit of two years’ housing and furniture allowances due to the level of employment.

### The Company shall be responsible for the transportation and security of the expatriate for all work related matters.

### The Company may bear the cost of flight tickets and visas for the new hire and family (maximum of four biological children). Class of ticket shall be in line with the Company’s policy on status entitlements.

### Allocation of a status car, probation and medical schemes shall be in line with the Company’s general policies on these matters. Medical scheme will, however, be comprehensive and the applicable Health Insurance Scheme shall apply to expatriate, spouse and children relocating along with the expatriate.

### An expatriate may be asked to repay all or part of the provided allowances (travel, transfer of household goods), if personal termination occurs before a year of appointment is completed.

### An expatriate who has not relocated with his immediate family shall be entitled to quarterly visits to the country of origin and eligible for a refund of the travel costs from the country of assignment to the country of origin.

## Deployment and Re-deployment

### The Company intends to achieve business objectives by ensuring that employees are deployed in the most efficient manner, based on departmental needs and in accordance with employees’ skills, competencies and career inclinations.

## Re-engagement

### The Company shall reserve the right to set out the modalities for rehiring employees on fixed term contract, or former employees who leave JOTNA GROUP in good standing.

### The re-engagement of an employee on fixed term contract is a matter for decision by the Company and will be subject to the Company’s approved modalities. A fixed term contract is deemed to have ceased at its expiration if not renewed by both parties.

### An employee serving on a fixed term contract who desires re-engagement should notify the Company accordingly not less than three (3) months before the expiration of the existing contract. If a decision not to offer re-engagement is taken, the employee concerned will be notified immediately.

### Previous service will be taken into account during the selection process only if such experience is relevant to the effective conduct of duties to be undertaken in the new position.

### Re-engaged employees will as much as possible be employed on appropriate grade levels considering their average performance level at the time of departure, the grades they would have attained without the break in service as well as other relevant business reasons.

### No re-engaged employee will carry forward any entitlement or seniority earned prior to their retirement date.

## Internship Program

### The Company shall operate an internship/undergraduate trainee program (SIWES).

### This scheme shall cover the following categories of students:

1. Students who have completed their Ordinary National Diploma program;
2. Students who are required to undergo internship before the completion of their academic program; and
3. Any other student of any recognized institution requiring an internship.

### Each candidate under this scheme shall show evidence of studentship in a Vocational school, a Polytechnic or a University. The schools shall be reputable and recognised.

### Placement under this scheme shall be for a period of three (3) to twelve (12) months.

### A developmental programme shall be agreed upon and a mentor nominated for the student for the period of the program.

## National Youth Service Corps (NYSC) members

### The Company shall consider members of the National Youth Service Corps (NYSC) from a relevant field of study for their primary assignment.

### At the end of the service year, only NYSC members whose performance ratings are satisfactory may be converted to permanent employees subject to availability of vacancies and successful psychometric tests/interview sessions required for entry-level officers.

# EMPLOYMENT TERMS

## On-boarding

### The Company shall facilitate the quick integration into the work environment of new employees by developing guidelines for their assimilation and an orientation process.

### Heads of Department shall be responsible for integrating all new employees within the Department. This will include a comprehensive overview of accurate information on job responsibilities & KPIs, work rules, Departmental structure and reporting relationship within the Company and other relevant information with regard to the effective running of the Department.

## Probationary Period

### The Company shall implement a structured process for assessing newly employed staff to further determine suitability and fitness for the organisation.

### Every new employee shall go through a probationary period not exceeding nine (9) months commencing on the date of assumption of duty.

### Appointment of an employee on probation may be terminated by either party (employee and the Company) at any time by rendering of two (2) weeks’ notice or the payment of two (2) weeks’ salary in lieu of notice. This notice must be in writing.

### Provided no misconduct was involved, an employee who is terminated during probation period may be granted allowance for his transportation back to the point of his engagement.

### A new employee on probation shall not be entitled to increment before the completion of the probation period.

### If at the end of the initial six (6) months, the employee is appraised and rated below par (below average performance); an extension of three (3) months shall be granted to implement intervention (performance improvement) activities. If the employee’s performance does not improve after this period of extension, the appointment shall be terminated.

## Employee Background Check and Screening

### The Company shall conduct background checks on new employees relating to their academic and work history.

### New employees may be required to provide academic, personal and work history related referees. JOTNA GROUP employees shall not act as referees in this regard.

### A new employee shall not be confirmed until all reference checks have been responded to. If after various notices to the officer while on probation, references are not obtained within the six (6) months probationary period, the Company may terminate the employment for noncompliance.

### Where references have been verified and confirm the unsuitability of the new employee, the employment contract shall be terminated.

### Adequate information on the personal referees submitted shall be kept and updated annually by the employee and the Company. Such information includes name of referee, address, phone number, e-mail address, fax number, employer, position held, and confirmation.

### Referees shall be made aware of the implications of the roles required of them in such a capacity.

### Location Identification of all referees shall be conducted to verify addresses given.

## Confirmation of Appointment

### The Company shall state the terms of confirmation for newly employed staff.

### Upon completion of probation, confirmation of employees shall be done based on the following considerations:

1. The completion of a favourable background check;
2. Where required, approval by appropriate regulatory authority;
3. Meeting all the conditions of probation as specified in the letter of offer;
4. Satisfactory performance of the duties consistent with the required performance standard.

### Contract employees shall be engaged for a pre-arranged period on clearly defined terms. All contract employees shall disengage from the Company at the end of the specified contract period unless the contract is renewed or extended.

### The Company is under no obligation to extend an employment contract after the expiration of the agreed contract period. Conversion of a contract employee to a permanent employee with the Company shall be subject to the provisions of the Company’s recruitment policies.

### The Company is under no obligation to extend the employment of NYSC members or employees of other internship schemes after the mandatory service period. Retention of such employees shall be based on demonstrated competence, performance review, and vacancy within the Company.

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# CAREER DEVELOPMENT

## Career Management Framework

### The company shall develop a career management framework. This shall involve:

1. Career planning and support activities;
2. Career information and advice;
3. Career Maps;
4. Developmental assignments;
5. Internal job markets and job posting systems.

### Each department shall be required to develop detailed career management plans stating numbers of employees, their skills and talents, and distribution/progression throughout the Company.

## Performance Management

### The Company shall maintain a system to manage the performance of its employees with the aim to improve the overall capacity and effectiveness.

### The Company shall provide the required work tools and logistics as much as possible to enable employees perform optimally.

### The Company shall monitor and appraise the performance of employees in order to determine areas in need of improvement for employees, and consequently improve the productivity of the workforce.

### Performance appraisals shall be conducted to evaluate achievement of agreed KPIs and address issues to assist employees in achieving agreed goals.

### Performance appraisal outcomes shall be communicated to employees appraised.

## Appraisals

### Performance appraisals serve as an opportunity for both employee and Supervisor to give feedback in respect of the agreed performance plans made.

### Employee’s performance rating shall be on a continuous basis throughout the appraisal period to ensure sustained high morale and adequate employee development. Supervisors must ensure that there is no delay in appraising subordinate employee.

### Internal Performance Reviews between supervisors and employees should be conducted at least quarterly to give an idea of performance issues or support required. Performance levels will be discussed and noted.

### Formal performance reviews shall be done annually and documented using the standard approved appraisal forms.

### Appraisal reviews shall be conducted by job grade and not job positions i.e. employees will be appraised based on the performance requirements of a job grade as a whole, in addition to individual positions.

### Performance ratings shall be based on appraisal of the individual’s year round effort and not only influenced by one incident close to appraisal.

### To conduct an appraisal, both the employee and supervisor must have a meaningful conversation where performance ratings and feedback is agreed. Where there are disagreements as to performance levels, this should be noted in the appraisals.

### Supervisors, in the course of regular performance reviews, will document the employee’s skills that need to be improved on, methods by which this can be done (coaching, cross posting, mentoring etc.) and time-frame within which it should be carried out.

### A Performance Appraisal Committee shall be established and be fully responsible for finalizing the performance appraisals for each period in accordance with guidelines. The Company shall ensure conformity of completed appraisals with pre-defined performance standards.

### If an employee decides to appeal a performance decision, a review Committee set up by the Company shall review and report back.

### All decisions reached on performance appraisal after review and finalization by the Performance Appraisal Committee concerning appeals, probation and termination of appointment shall be final and binding on parties concerned after Management ratification.

## Performance Improvement Plan (PIP)

### Remedial action shall be taken on employees who fail to achieve a specified minimum level of performance in order to provide an opportunity for improvement.

### Any employee with poor and unacceptable performance shall be placed on probation until the next internal performance review period which shall be in three (3) months or as determined by Management.

### Employees placed on probation shall, from the date of such placement, be appraised monthly by their supervisors to monitor the improvement in performance. This should be documented accordingly.

8.4.4 The appointment of an employee placed on probation shall be terminated at the end of the probationary period if performance does not improve.

8.4.5 The following criteria shall be taken into consideration while handling non-performance issues:

1. As part of the remedial action process, HR shall ensure adequate counselling and monitoring of employee placed on probation to provide all possible means of assisting the employee to improve on their performance. This should also be documented;
2. If considered prudent by Supervisors and Departmental Heads, such employees shall be redeployed to another Department;
3. If all remedial actions fail, notice of exit shall be communicated to employee upon completion of the probationary period. Payment of one-month total emolument (or any other package approved by Management) shall be made to the non-performing staff at the point of exit. This shall be in addition to other entitlements as provided by the employment agreement;
4. An employee recruited for a particular position but found to be non-performing shall have appointment terminated with no case for redeployment. This is due to the inability to apply such specialized skill sets in another job position. In this case, underperformance even for the first time shall lead to the termination of the employee. However, termination approach shall conform to legal & regulatory requirement of the Company.

## Promotions

### Promotion decisions shall be based on merit and vacancy and not as an employee right. As such, due consideration to employees’ demonstrated skills and competence, tenure, appraisal results and other merit points attached to the post shall be considered.

## Performance Incentive and Recognition Schemes

### The Company shall motivate employees to achieve higher workplace performance through a well-implemented incentive and recognition scheme which will reward outstanding performance and deter unsatisfactory performance.

### This scheme shall be based on the moving average scores (average of the last three consecutive quarterly performance scores). Incentives include cash reward for outstanding performers; workplace recognitions and recommendation of most improved performers. The Company shall put in place various recognition schemes to reinforce the desired performance culture scheme such as Employee of the Month Awards, recognition for extraordinary performance or feats which shall be celebrated in official employee communication, etc.

# LEARNING AND DEVELOPMENT

## Training

### The Company shall provide a framework for training and development of the individual, thereby enhancing the individual and the organization’s performance.

### The Company reserves the right to determine which training are in the best interest of the Company, its future plans and strategic programmes direction.

### The Company shall conduct its training need analysis to develop respective training plans and delivery methods e.g. role play, lectures, videos, classroom instruction, manuals, etc.

### The Company shall provide specialized professional training in any situation that the job function so requires, as a result of new technology, methodology or complete system changes.

### Training shall be considered on a case-by-case basis, and it can only be considered based on the financial implications, training budget and organizational needs.

### Upon promotion or assumption of additional responsibility where necessary, training shall be organized for the employee.

## Competency Management

### The Company shall ensure that all employees have the right blend of skill and competencies to enable them perform their functions optimally.

### The Company shall identify competencies for each job grade based on proficiency requirements to develop a competency model which shall be reviewed regularly to reflect changes in the organization or its environment.

### The individual employee and his Supervisor or Manager shall be responsible for actualizing the competency development plan which shall be updated every performance review period to reflect current realities.

## On-the-Job Training

### The Company shall put in place mechanisms for teaching basic workplace skills and instilling aspects of the workplace culture and performance expectations in the new employee.

### Employees may be transferred from one Department to another as the Company deems it fit to ensure well-rounded efficiency of all employees.

### Employees who acquire certifications or professional qualifications in special skill areas shall become eligible for reimbursement i.e. reimbursement of the full certification amount shall be made to the employee, provided that prior Management approval was received before the commencement of the training. All applications shall be accompanied with copies of relevant documents (evidence of payment, evidence of successful completion of course, etc.).

### Personal training that requires time away shall be limited to forty (40) hours per calendar year.

# HEALTH AND SAFETY

## Employee Health and Safety

### The Company places high emphasis on the safety, health and well-being of the employees. The Company shall provide adequate and qualitative safety equipment/materials for employees to carry out their official duties safely.

### Employees shall properly use all safety equipment required for personal protection. Hard hats must be worn at job sites where use is mandated. Protective shoes and goggles must also be worn if applicable for safety on the job site. It is important that employees follow all safety practices on the job site. Customers or other authorized personnel visiting a job site should be advised of safety procedures as well.

### Employees shall share equally in the responsibility of ensuring their own personal health and safety, and that of others in the workplace by identifying hazards and complying with any reasonable directions (such as following safe work procedures, wearing personal protective equipment, etc.) provided by Management. All jobs and tasks must be performed in a safe manner.

### Due to the nature of the business of Company, there shall be regular workshops and briefing sessions for all employees on the risks involved in the performance of business specific tasks.

### All employees shall participate in annual health, safety and environment drills which may be conducted as approved by the Company from time to time to ensure workforce readiness.

### Each employee shall obey safety rules and exercise caution in all work activities. Employees shall diligently maintain safe and healthy working conditions and to follow proper operating practices and procedures designed to prevent injuries and illnesses, work interruption, damage or destruction of equipment, material or property.

### Employees shall report violators as well as unsafe conditions, equipment and practices immediately in good faith without fear of retaliation. Employees violating safety standards, or causing hazardous or dangerous situations, or failing to report or remedy such situations may be subject to disciplinary action including possible termination.

### Employees who have special personal or medical needs shall contact Supervisors accordingly in order to ensure that adequate response provisions/arrangements are made.

### Employees must notify supervisor of all injuries and/or accidents including near misses or close calls that might have caused property damage or personal injury. If the injury requires treatment other than minor First Aid, the Supervisor will initiate the necessary paperwork.

## Workplace Safety

### The Company shall comply with relevant Federal, State, and Local health and safety laws. As a condition of employment, all employees must adhere to Company safety policies and rules.

### Employees are expected to properly use all safety equipment required for personal protection. Hard hats must be worn at job sites where use is mandated. Protective shoes and goggles must also be worn if applicable for safety on the job site. It is important that employees follow all safety practices on the job site. Customers or other authorized personnel visiting a job site should be advised of safety procedures as well.

## Disability

### The Company is an equal opportunities employer. As such, the organization does not discriminate against persons with disability provided that they are deemed capable of performing their duties by a Company-approved physician.

### The Company shall ensure a work environment free from discrimination and an atmosphere that is conducive to the realization of full potentials for employees with disabilities.

### The Company shall undertake all reasonable steps to ensure that no employee shall be disadvantaged as a result of a co-worker’s disability.

### The Company shall ensure that qualified individuals with disabilities are treated in a non-discriminatory manner during the pre-employment process and throughout their term of employment. The Company shall maintain strict confidentiality of information provided by employee in relation to their disability.

### The Company shall ensure that where it is medically certified that the professional ability of an employee has been reduced as a result of illness, accident or disability, Management on the basis of a report from a Company-approved physician and in consultation with HR, may decide on an appropriate course of action which may include termination.

### Employees will be provided adequate medical benefits and insurance protection against disability and other unforeseen situations.

## Contagious and Life Threatening Diseases

### The Company shall issue Health Risk Notices from time to time about Contagious Diseases and measures that need to be taken to secure the Company’s workforce. These measures should be consistent with the directives given by Health Authorities.

### If Management believes an employee is exhibiting symptoms of a contagious disease while in the workplace, Management reserves the right to remove the employee from the premises to a safe location as a preventive measure before consultation with a Company-approved physician for further directive.

### Prior to returning to work following a contagious disease, an employee must provide a medical report authorizing a return to work from a Company-approved physician that indicates the employee no longer poses a threat to others.

### When life-threatening diseases such as HIV/AIDS, Cancer, Hepatitis B, Hepatitis C, etc., are reported at the Company, the response shall reflect respect for the dignity and rights of the individual while protecting the health and safety of other employees in the work environment.

### Employees with life-threatening diseases shall be entitled to all normal benefits applicable to others in the same job classification.

# Acknowledgement of Receipt

I hereby acknowledge receipt of a copy of the JOTNA GROUP Conditions of Service.

Name: ……………………………………………………………………………………………

Signature: ………………………………………………………………………………………

Date: ……………………………………………………………………………………………..

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(Please tear along this line and return to HR Department)

I hereby acknowledge receipt of a copy of the JOTNA GROUP Conditions of Service.

Name: ……………………………………………………………………………………………

Signature: ………………………………………………………………………………………

Date: ……………………………………………………………………………………………..