



ITCONSORTIUM[®]
solutions that work

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Conditions of Service

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1. PREAMBLE

To create transparency, mutual respect and understanding between Management and Staff of IT Consortium (ITC), this document spells out the privileges and responsibilities of both Staff and Management of ITC. This document will serve as a guide and will be amended as and when it becomes necessary, to enhance the working conditions of Staff and effective running of the Company by Management and the Board of Directors.

2. ARTICLE 2: Definition of Terms

2.1. In this document, unless the context otherwise requires:

- i. 'COMPANY' means IT Consortium (ITC)
- ii. 'MANAGEMENT of ITC' in this context will mean the Management Team of the company or any other authorized persons acting on their behalf
- iii. 'EMPLOYEE/STAFF' shall apply to both permanent male and female personnel of the company.
- iv. 'FAMILY' means an Employee's spouse and not more than (3) biological and/or adopted children under eighteen (18) years or twenty – one (21) years, if still schooling and not married.
- v. 'Force Majeure' means any cause beyond the reasonable control of the Company including, without limitation, any of the following: an act of God; war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism; fire, explosion, flood, storm; theft or malicious damage; strike, lock-out, or other industrial dispute (whether involving the workforce of the Company or any other party), third party injunction; national defence requirements, acts or regulations of national or local governments or inability to obtain essential power, raw materials, labour, malfunction of machinery or apparatus.
- vi. 'LEAVE YEAR' means the calendar year, i.e. 1st January to 31st December.
- vii. 'NURSING MOTHER' means a woman with a child suckling at her breast for a period of not more than one year.
- viii. 'WORKING DAYS' mean any number of days excluding Saturdays, Sundays and Statutory Public Holidays.
- ix. Words importing the singular shall include the plural, and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders, and *vice versa*, and words importing natural persons shall include legal persons, and *vice versa*.

2.2. It is the intention of the parties hereto that this document will establish industrial peace between the Employer and Employees and promote the interest of both parties.

3. ARTICLE 3: Conditions of Engagement

3.1. Appointment Letter

The Employer reserves the right to employ. Any Employee having been engaged shall within one (1) calendar month from the date of employment be supplied with a copy of this Conditions of Service by the employer.

The new employee shall also be notified of his\her:

- i. Effective date of appointment



- ii. Grade / Position
- iii. Remuneration
- iv. Job Description

3.2. Probationary Period

Any Employee who, in the opinion of the Employer, is required to be on probation, shall on engagement, undergo a probationary period which shall be minimum of six months from the date of his/her engagement. Where, there is doubt of the Employee's suitability, the Company shall write to the Employee concerned to extend the probationary period or the service of the Employee may be terminated; and the decision of the Employer on this matter shall be final.

3.3. Confirmation

After successful completion of the probationary period, ITC shall write to the Employee to confirm his/her appointment in the Company's service. Unless informed in writing to the contrary, an employee who has completed the required probationary period shall be deemed to have been confirmed in appointment.

3.4. Secrecy

- 3.4.1. All Employees of the Company shall sign an Oath of Secrecy/ Non-Disclosure Document/ Confidentiality Agreement (as the title may indicate) whereby they undertake with the Company and declare that they will observe the strictest official secrecy and will not divulge to any parties at any time during their period of service, information concerning the transactions of the Company and its Customers except upon the express instructions of the Company or by the order of a Court of Competent Jurisdiction.
- 3.4.2. In the absence of proper instructions by the Company, they shall not allow any person to have access to the Source Codes of the Company's Software; copy software to any person without express authorization of Management; copy Company's letter or letters and paper or papers relating to their Businesses and shall not furnish extracts from nor give any information concerning the business or affairs of the Company or their Customers to any person not lawfully entitled thereto.

3.5. Service

- 3.5.1. ITC possess the right to modify an employee's job description and transfer him/her as may be required to execute any program and target as determined by Management.
- 3.5.2. Every Employee shall devote, during business hours, his/her time and attention to the business of the Company. No Employee shall at any time engage in any other profession or trade or business which shall conflict with the business of the Company, or which may bring the name of the Company into disrepute as principal or agent, directly or indirectly. Where an Employee



needs to engage in any other profession or trade or business of a conflicting nature, he/she shall first obtain permission, in writing, from the Company.

- 3.5.3. No employee shall borrow money from any source apart from Banks or Public Financial Institutions.
- 3.5.4. If an Employee becomes aware of any irregularity on the part of any member of Staff of the Company which affects the interest of the Company, he/she shall give immediate information thereof to the appropriate authority within the Company as may be necessary, to ensure that such irregularity is brought to the notice of the Company.
- 3.5.5. No Employee shall demand or accept any consideration for service he/she is required to render in the course of his/her employment for clients.

4. ARTICLE 4: Working hours & Duty Post

4.1. Working Hours

The normal working hours of the company shall be as outlined in Appendix A of this document.

The hours of work may be regulated by the company in accordance with the exigencies of the service.

4.2. Duty Post

An Employee's Duty Post shall be as stipulated in their Appointment Letter. Where an Employee is asked to Work for Home (work remotely), the said location becomes his/her official Duty Post. In the event that the Employee is unable to work from the designated Duty Post, the Employee is mandated to inform his/her Head of Department before moving to a new location.

5. ARTICLE 5: Compensation and Benefits

5.1. Annual Increment

An Employee who has completed at least, six (6) months continuous satisfactory service at the end of the year shall be eligible for consideration for an annual increment.

5.2. Transport Reimbursement

An Employee who at the request of the Employer works outside the office shall be reimbursed with their transport expenses.

5.3. Overtime Benefit

5.3.1. Employees who are requested to work on weekends or public holidays will be compensated. The compensation will be determined by Management of ITC from time to time.

5.3.2. Employees who are requested to be on-call will be paid an allowance to be determined by Management of ITC for the period.

5.4. Medical Benefit

5.4.1. All Employees shall be required to register under the National Health Insurance Scheme.

5.4.2. Medical care will be provided for Staff through the Company designated health care provider. Medical bills from other health care facilities will only be settled in cases of clear medical emergencies or upon a written referral from



the Company designated health care provider. For the avoidance of doubt Employees would require a referral from the Company designated health care provider for dental care. Cosmetic dental care shall however not be covered by the Company.

- 5.4.3. The Company shall settle bills in respect of medical attention given to; Spouses and three (3) children (below 21 years if still schooling/unemployed) and one House-help/ dependent below 21 years of age (Dependents), up to an amount not exceeding that indicated in Appendix A of this document each in any given year. Employees are required to update their records with the Company with respect to changes in their status and the number & names of their dependents.
- 5.4.4. Employees who travel abroad on Company business shall be insured for purposes of medical treatment in the event of illness abroad.
- 5.4.5. Employees who intend to travel outside the country during their leave period should first notify Management of this. Once notified, the Company shall assist staff to take an appropriate Travel Insurance Policy for the staff concerned.
- 5.4.6. The Company shall grant an all-inclusive amount as indicated in Appendix A of this document, as subsidy for the procurement of spectacles (i.e. lenses/frames). By the Scheme, the spectacles so procured should be used for a minimum of 2 years. All requests for the facility should be supported by prescription. The spectacle subsidy will be paid directly to the accredited Service Provider.

6. ARTICLE 6: Promotion

All Employees who have successfully completed the probationary period specified by the conditions of employment or contract and have been in their current grade for a minimum of three years are eligible to be considered for promotion. Promotions shall be based on efficiency, requisite qualification, and length of service, in addition to competencies and skills needed for the vacant role. Performance during quarterly appraisals and disciplinary measures taken against Staff during the period under review shall also determine eligibility for promotion.

7. ARTICLE 7: Leave

7.1. Annual Leave

- 7.1.1. Annual leave shall be earned and granted to all employees who have completed twelve consecutive calendar months' service.
 - i. Employees shall be entitled to an annual leave of twenty-four (24) working days.
 - ii. Staff may take a leave of two (2) working days each month.
 - iii. Approval of leave is at the discretion of a Manager/Supervisor.
- 7.1.2. Due to the nature of the Clients of the Company, Employees may be encouraged to take their annual leave during the Christmas holidays. However, a minimum number of Staff will be required to work during this period.



7.2. Leave without Pay

An Employee may be granted additional leave days with or without pay at the discretion of the Employer. An Employee may qualify for leave with or without pay under the following conditions:

- i. The Employee should have worked for a minimum of three (3) years from the date of permanent appointment.
- ii. An Employee may qualify for this facility for a second time only after five (5) years from the last date the facility was granted.
- iii. The period of absence shall not count as part of the employee's length of service.
- iv. Female Employees may be granted leave without pay after their maternity leave on condition that they have worked for a minimum of three (3) years from the date of permanent appointment.

7.3. Casual Leave

Casual leave may be granted after all outstanding leave days have been taken. An Employee may apply for casual leave to enable him/her attend to urgent and important personal affairs. The Company, being satisfied that the reasons are genuine, may grant the Employee up to a maximum of ten (10) days casual leave within one calendar year with pay. The number of days may be deducted from staff's future earned leave.

7.4. Compassionate Leave

Compassionate leave with pay will be granted on the death of a legally recognized spouse, parent or biological children, at the discretion of Management of ITC for up to ten (10) days. The number of days granted shall not be deducted from the Employee's annual leave.

7.5. Study Leave

- 7.5.1. This refers to a period of leave granted to allow an Employee to undertake research and academic activities which align with the Company's vision and strategic goals, and by nature cannot be pursued during the course of normal employment.
- 7.5.2. Study leave is neither a right nor an entitlement; approval is at the discretion of Management of ITC.
- 7.5.3. Employees who have worked for a minimum of two (2) years are eligible to apply for study leave of up to a maximum of six (6) months.
- 7.5.4. Employees who require study leave of more than six (6) months would have to resign from their position of employment. They may however reapply upon their completion.
- 7.5.5. ITC may contribute to the cost incurred in pursuing further education in addition to an Employee's normal salary for the agreed period of study leave. This is subject to approval by Management of ITC. The mode of calculating allowances will be communicated to the Staff.
- 7.5.6. Study leave may be granted to an Employee without pay.
- 7.5.7. Within two months of return to regular duties, the Employee must provide a report to the relevant Head of Department and Human Resources, details of the outcome and skills that have been acquired.



- 7.5.8. Applicants for study leave are required to declare in their application letter any expected financial or other assistance relating to the period of leave, either from ITC or from external sources. This declaration may be taken into account in determining the amount of study leave allowance to be paid to the Staff.
- 7.5.9. An Employee who does not return to duties at ITC at the end of a period of study leave, or who resigns or retires from ITC with effect from a date within six (6) months of the agreed date of return, will be required to refund to ITC both salary and expense allowances in respect of that period of leave.
- 7.5.10. An Employee who resigns from ITC with effect less than six (6) months after the agreed date of return from study leave, but before the completion of one year of further service, will be required to refund a proportion of the expense allowances paid in respect of that period of leave; the amount to be refunded will be determined by Management of ITC.
- 7.5.11. ITC reserves the right to deduct and or reclaim payment in lieu of service from an Employee who resigns from ITC before the completion of the agreed period of bond.
- 7.5.12. Application for Study leave must be made to the Human Resources Unit.

7.6. Examination /Sick Leave

7.6.1. Examination leave shall be granted based on the following conditions:
An Employee who is preparing for examination which is relevant to the Company's business shall be given a maximum period of ten (10) days to prepare and write his/her examination with pay. This would be subject to the provision of evidence that the Employee would be writing exams.

- i. It shall be granted to only those who have been given Management/Executive approval.
- ii. Examination leave shall be granted once a year.
- iii. Examination leave will be granted only where all outstanding leave days have been exhausted.

7.6.2. Absence from duty on account of ill health shall be justified by medical certificate issued by a Medical Officer at a recognized hospital or clinic.

- i. Any Employee who is prevented from attending work due to sudden illness shall notify his/her Departmental Head by telephone or by text message, and then documented for filing purposes. He shall then arrange to see a Medical Officer and support the fact by producing a Medical Certificate/Excuse Duty.
- ii. Sick leave shall be granted to any Employee, at full pay, up to three (3) months in any one year, and thereafter on, half pay for a further period to be decided upon by Management.

7.7. Maternity Leave

7.7.1. A female Employee who becomes pregnant shall be granted three (3) months maternity leave on full pay on production of a certificate from a registered Medical Practitioner. Of this leave, six (6) weeks, if possible, may be taken before confinement on production of a certificate by a Medical Practitioner



stating that her confinement may be expected to take place in a minimum of six (6) weeks after the date of the certificate. Any leave earned shall be granted in addition to the maternity leave.

- 7.7.2. Maternity leave will be additional to any entitlement of sick leave.
- 7.7.3. The period of maternity leave shall be extended by at least two (2) weeks where the confinement is abnormal or where in the same confinement, two or more babies are born.
- 7.7.4. Absence from duty arising from pregnancy in excess of the maximum period described above, will be regarded as absence on grounds of ill-health. A medical certificate should be produced and certified by a qualified Medical Practitioner.
- 7.7.5. Where upon the maximum period described above, a qualified Medical Practitioner certifies that the Employee concerned is not fit to resume work, she shall be granted an extension of maternity leave of up to three (3) months and this period shall be without pay.
- 7.7.6. Maternity leave will not be used against an Employee in considering salary increment.
- 7.7.7. A nursing mother is entitled to interrupt her work for one (1) hour during her working hours to nurse her baby.

7.8. Pregnancy Delivery

In the absence of medical insurance provided by the Company, the Company shall settle bills in respect of the medical attention (specifically delivery) given to a female Employee who becomes pregnant with an amount not exceeding the amount indicated in Appendix A of this document.

7.9. Paternity Leave

A male Employee is entitled to five (5) days of paternity leave in the event of the birth of a child with full pay.

7.10. Recall from Leave

The number of days an Employee is recalled from leave is to be added to his/her outstanding leave days.

7.11. Traveling

An Employee traveling on duty shall be paid an out of station allowance as determined by Management from time to time. Accommodation will always be provided where necessary.

7.12. Day Return Trip

An Employee who proceeds on an assignment outside his/her normal work location for any distance beyond 40 km (25 miles) shall be granted an appropriate amount by Management.



8. ARTICLE 8: Staff Training and Development

8.1. Provision of Training Facilities

8.1.1. The Employer undertakes to provide Training and Sponsorship for Employees with the aim of:

- i. Enhancing the professional image of the Employee
- ii. Improving the intellectual and academic outlook of the Employee
- iii. Ensuring that an Employee acquires the necessary skill and competence to enable them to effectively/efficiently perform his/her duties.
- iv. Ensuring Employee skills align with the Companies vision and strategic goals

8.1.2. The Company shall endeavor to encourage Employees who may decide to pursue certification in the major tools used for development, and project management.

- i. Courses to be pursued at any given moment are subject to approval by Management.
- ii. The number of staff to benefit from study leave with pay shall be defined by the Company based on its needs and financial situation.

8.2. Professional Examinations

The Employer shall refund the cost of registration and examination fees upon successful examination results, provided they align with Article 8.1 above.

8.3. Bonding

Employees who benefit from the provisions referred to in Article 7.5 and 8 may be bonded for a minimum period of two (2) years.

9. ARTICLE 9: Disciplinary Measures

9.1. Discipline

Disciplinary action shall be taken against an Employee in respect of duty, absenteeism, stealing, drunkenness and immorality, or any other action or conduct that may be agreed between Management and the Employee as constituting an offense.

An offense may be categorized into two; minor or major.

- i. Minor offenses include but are not limited to the following:
 - a. Rude Behaviour/Disrespectfulness
 - b. Bad time keeping
 - c. Unauthorized absence
 - d. Damage to Company's property
 - e. Negligence
- ii. Major offences can be categorized into three;
 - a. Ethics
 - Falsification of Company's documents, figures, signatories, etc
 - Willful damage to or destruction of Company's property
 - Stealing of Company's property
 - Divulging of trade secrets or confidential information
 - Fraud



- Dissemination of information about the Company and individual staff members
 - Dissemination of false and malicious information about the Company and individual staff members
 - Offering or accepting bribes from clients and others
 - Abuse of privileges
- b. Work performance
- Vacation of Post
 - Drunkenness on the job
 - Gross negligence
 - Inefficiency
- c. Work relationships
- Gross insubordination
 - Assault and battery/fighting on the job

9.2. Penalties

9.2.1. Verbal Warning

- i. For a first minor offense, an Employee shall be warned verbally. This will be recorded in his/her file and countersigned by staff in question.
- ii. A repeat of this or similar offense shall attract a written query.
- iii. If the explanation offered by the Employee is not satisfactory, he/she would be given a warning letter.
- v. A final warning letter will be given if the offense is repeated.
- vi. An Employee shall be suspended if the offense is repeated. The suspension period will be determined by the nature of the offense.
- vii. An Employee's bonus or promotion may be withheld due to a disciplinary action.
- viii. An Employee's appointment shall be terminated if he/she commits the same or similar offence after having been suspended.

9.2.2. Written Warning

- i. A written warning may be given to an Employee who commits a major offense.
- ii. The Employee will be given the opportunity to defend himself in writing.
- iii. An Employee whose performance is not satisfactory may be given a written warning.
- iv. An Employee's bonus or promotion may be withheld due to a disciplinary action.
- v. An Employee may be suspended following a major offense.
- vi. After three (3) written warnings within a period of twelve (12) calendar months, an Employee's appointment may be suspended / terminated.



9.2.3. **Interdiction**

- i. Where an Employee appears to have committed an offense requiring investigation, the Employee may be interdicted if his/her continued presence in the Company will appear to hinder investigation or affect discipline or morale.
- ii. If, an Employee is interdicted pending investigation, he shall be entitled to only half pay during the period of interdiction.
- iii. If after investigations, the Company decides to dismiss the Employee, he will not be entitled to the salary withheld during the period of interdiction.
- iv. If the interdicted Employee is found guilty of an offense not warranting dismissal, Management in consultation may impose the appropriate sanction(s).
- v. Should investigations completely exonerate an Employee, s/he shall be paid the balance of his/her salary withheld during the period of interdiction.
- vi. Where the assistance of the Security Agencies or other state bodies are not required, the period of interdiction shall not exceed six (6) months.
- vii. Where the assistance of the Security Agencies is required, the appropriate authority shall apply for extension.

9.2.4. **Dismissal**

- i. Dismissal may be effected by the Company for just and reasonable cause involving dishonesty, fraud, willful refusal to obey legitimate and reasonable instructions and proven gross misconduct.
- ii. Before an Employee is dismissed, he shall be interdicted immediately if necessary, and shall be given notice in writing, outlining the offenses committed and shall be allowed 48 hours to reply to such letter. He/she shall further be allowed to defend himself before a Disciplinary Committee. The decision of the Disciplinary Committee shall be by a simple majority.
- iii. Alternative penalties for the above-mentioned offense to be applied at the discretion of the Company depending on the circumstances and gravity of the offenses, may include the following:
 - a. Dismissal.
 - b. Reduction in rank, that is, removal to another grade with an immediate reduction of salary.
 - c. Reduction in salary, that is, an immediate adjustment of salary to a lower point on the salary scale attached to the post in question.
 - d. Suspension without pay for a stated period not exceeding three (3) months.
 - e. An Employee's bonus or promotion may be withheld due to a disciplinary action.



9.2.5. Summary Dismissal

The Company reserves the right to dismiss any Employee for proven gross misconduct, dishonesty or neglect of duty without notice or salary in lieu of notice.

9.3. Additional Offenses Meriting Summary Dismissal:

- i. Industrial Espionage, e.g., Divulging of classified information, Systems blueprint, source codes, copying of software to company's competitors or any person(s) without proper authorization.
- ii. Diversion of Business to other company.
- iii. Any action considered to be a breach of statutory policy.

9.4. Termination of Appointment

- 9.4.1. Termination of appointment will be effected after verbal and or written warning clauses in this document have been complied with. An employee's appointment may be terminated for gross inefficiency/incompetence/Incapability or poor performance.
- 9.4.2. All benefits due an employee shall be paid on termination of his/her appointment. Employee may be given a month's notice for termination other than dismissal.

9.5. Resignation

Employees wishing to resign are required to give one months' notice or pay one months' salary in lieu of notice. In case of resignation, the Company shall pay the Employee all benefits due him or her.

9.6. Vacation of Post

- 9.6.1. An Employee absenting him/herself from work without permission shall be queried on resumption of duty. If a satisfactory answer is not received within three days, he/she shall forfeit pay for the period of absence.
- 9.6.2. In the event of an Employee absenting him/herself for three (3) to five (5) consecutive working days without any information whatsoever or due authorization, he/she shall be regarded as having abandoned his/her work and his/her appointment terminated. In all cases, the employer will use his discretion based on the circumstances.

9.7. Non-Compete

- 9.7.1. Upon termination or resignation of employment, an employee is to ensure that up to two (2) years after the effective date of the termination or resignation, the employee will not set up or work for, consult or associate with any business, organization or activity that will compete or is likely to compete with any product of the Company. Within two (2) years after the effective date, except with prior written authorization from the Company, an employee agrees, undertakes and covenants not to directly or indirectly enter into any agreement or arrangement with and shall not actively solicit any of the Company's Staff to work for that employee or any third party.



9.7.2. All Intellectual Property Rights and any right to software, design or any other task that an Employee may engage in during their employment with the Company shall be and remain vested in the Company.

10. ARTICLE 10: Use of Company's Vehicles

10.1. Staff in possession of a company vehicle will be expected to take good care of the vehicle and report any problem when noticed. The company will fuel the said vehicle for company's business during company's working hours.

10.2. Company vehicles shall not be used for any other commercial purpose. Where a staff needs to travel 100km outside the Greater Accra Region, approval must be sought from the appropriate authority prior to the trip.

11. ARTICLE 11: Loans Scheme

The company may assist qualifying Staff to access loans from banks and financial institutions.

12. ARTICLE 12: Funeral Grants

12.1. If an Employee dies while in the service of the Company, the Company shall support the family of the deceased Staff as outlined in Appendix A of this document.

12.2. On or after the date of coming into being of this Document and on the date of engagement of any new entrant to the Company, the Employee shall complete a form, duly signed by him/her, specifying who shall be his/her next of kin. In the event of death of an Employee, the Company shall pay to the next of kin by reason of his/her employment with the Company, any benefits or rights that are accrued to the deceased.

13. ARTICLE 13: Annual Bonus

Bonus shall be paid if the Company makes profit, based on an agreed formula. Payment of annual bonus shall be at the discretion of Management of ITC.

14. ARTICLE 14: Grievance Procedure

14.1. In the event of any grievance, the Employee should, as a first step, take the matter up with his/her immediate Departmental Head.

14.2. If the matter remains unresolved, the aggrieved Employee may bring it up to HR or Management of the Company.

15. ARTICLE 15: Responsibility of the Parties

15.1. Nothing in this Document shall worsen the present conditions or salary of any Employee.

15.2. This Document recognizes the right of the Company to exercise all the prerogatives, powers, authority and customary functions of Management in all matters pertaining to the conduct and governing of its business without let or hindrance, provided, however, that the Company in its exercise of such rights does not violate what has been agreed in this Document.



16. ARTICLE 16: Retirement

ITC strives to make the transition from employment to retirement as smooth as possible. In accordance with Labour Act, ITC's employees become eligible to retire at the end of the month in which they turn 60.

17. ARTICLE 17: Redundancy

17.1. Every effort will be made to ensure that redundancies will be avoided. However, in the event that it happens, the Company will ensure that the criteria for redundancy is fair and objective. Before the company reaches the stage where redundancies are proposed, the company will look to avoid the need for compulsory redundancies. Where it is appropriate, the company will consider steps such as:

- i. reducing costs where possible;
- ii. reducing the number of short-term temporary or agency staff;
- iii. bringing work in-house, rather than using contractors, where this is possible;
- iv. redesigning jobs and reorganizing work;
- v. asking for volunteers to work part-time or job-share;
- vi. considering any other proposals put forward.
- vii. Looking at our use of agency staff and consultants
- viii. Restricting recruitment in relevant areas, particularly where affected Employees could be redeployed.

17.2. If the Company is unable to achieve the required savings by reorganizing, the Company would ask for volunteers for redundancy. However, the Company reserves the right to refuse to agree to make someone redundant if it is not in the company's interest to do so.

17.3. Any Employee selected for redundancy will be notified in writing, following individual consultation.

18. ARTICLE 18: FRUSTRATION OF AGREEMENT

If there is an unforeseen intervening situation, not caused by either the Employee or the Company, which makes the performance of the obligations under the Employment Contract impossible or completely different from what the Parties had in mind at the time of signing the Employment Contract, the Contract may be terminated on grounds of Frustration.

19. ARTICLE 19: FORCE MAJEURE

19.1. If the Company is either prevented or delayed in the performance of any of its obligations under the Employment Contract by Force Majeure, the Company will:

- i. Promptly serve notice in writing to the Employee, specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
- ii. Use all reasonable endeavours without being obliged to incur any expenditure to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or to find a solution by which the Contract may be performed despite the continuation of the Force Majeure event;



- iii. Have no liability (subject to service of notice) in respect of the performance of its obligations as are prevented by the Force Majeure events during the continuation of such events, and
 - iv. For such time after the Company ceases to perform its obligations as is necessary, use its reasonable endeavours to recommence its affected operations in order for it to perform its obligations.
- 19.2. If the Event of Force Majeure continues for more than fourteen (14) business days then, without limiting any other rights it may have, the Company may terminate this Agreement by giving written notice to the Employee.

20. ARTICLE 20: Equal Employment Opportunity (EEO)

Equal Employment Opportunity (EEO) and anti-discrimination policy applies to all aspects of the relationship between the Company and its Employees, including:

- i. Recruitment
- ii. Employment.
- iii. Promotion.
- iv. Transfer.
- v. Training.
- vi. Working conditions.
- vii. Wages and salary administration.
- viii. Employee benefits and application of policies.

The policies and principles of EEO also apply to the selection and treatment of independent contractors, personnel working on the Company premises who are employed by temporary agencies and any other persons or firms doing business for or with ITC.

21. ARTICLE 21: Employee Dress Code

21.1. The dress code for Employees shall be as follows:

- i. Monday-Wednesday (especially): Formal attire, including “African Wear”
- ii. Thursday: Chango T-Shirt
- iii. Friday: ITC Branded Attire (including: T- / Polo Shirt with blue or black jeans).



Appendix A.

1. Working Hours

Days	Hours	Remarks
Monday- Friday	8:00 am- 5:00pm	1 Hour Break

2. Medical Benefit

Category	Amount	Duration
Dependents	GH¢1000.00	1 Year, Per Dependent
Spectacles Subsidy	GH¢500.00	2 Years Per Staff
Maternity (Delivery) Subsidy*	GH¢2000.00**	Per Delivery***

*This is where ITC has not signed on to an insurance scheme that covers Maternity.

**Amount indicated represents the maximum amount to be paid.

***Staff would be required to present the medical bill in respect of the delivery.

3. Funeral Grant

- a) On the death of an Employee, the Company shall:
 1. Donate an amount to be determined by Management of ITC from time to time, to assist the bereaved family organize the funeral. Management of ITC may also make a special funeral donation of a determined amount to the deceased Employee's family.
 2. Pay the mortuary fee for a period not exceeding two weeks.
 3. Provision a coffin to the tune of or payment of an amount determined by Management in lieu of coffin.
 4. Donate Six (6) Crates of soft drinks and Twelve (12) boxes of water.
- b) On the death of an Employee's spouse, the Company shall make a donation of an amount to be determined by Management of ITC from time to time or may make a donation in addition to the provision of three (3) Crates of soft drinks and Six (6) boxes of water to support the Employee to organize the funeral.
- c) On the death of a child/biological parent, the Company shall make a donation of an amount to be determine by Management of ITC from time to time to the Employee towards the funeral.

By parent, reference is being made to biological parents. Foster parents are not catered for under this arrangement. Each Employee is entitled to two biological parents, i.e. male and female.