



Employee Handbook

TO CONSIDER

- Promotions
- Leave buyback
- Study allowance
- Performance management
- Training and development
- Request for Transfer

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Table of Contents

Welcome to Our Company	4
Introduction.....	5
About Starsight.....	6
CODE OF CONDUCT	7
Honest, Lawful and Ethical Conduct.....	7
Improper Payments	7
Receipt and/or Solicitation of Gifts.....	7
Conflict of Interest.....	8
Corporate Image	8
Confidentiality.....	8
Personal Appearance & Hygiene	8
Dignity at Work.....	9
Valuing Diversity	9
Starsight is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.	9
Smoking at Work.....	9
Drugs and Alcohol.....	9
TERMS AND CONDITIONS OF SERVICE	11
Employment Contract	11
Job Description	11
Induction.....	11
Probation.....	11
Employee Records	12
Next of Kin.....	12
Data Protection and Access to Information	12
Pay Days.....	12
Compensation.....	12
Overtime.....	13
Hours of Work.....	13
Shift Work.....	13
Attendance at work.....	13
Transfers	14

Employee Benefits.....	14
Annual Leave	14
Other Leave	15
Sickness Payments.....	16
Business Travel	17
Uniforms/Protective Clothing.....	17
Company premises.....	17
Personal Property.....	17
Use of Company Assets.....	17
Use of Personal Vehicle on Starsight Business.....	18
Resignation, Termination & Dismissal	18
Other Conditions on Leaving.....	20
Disciplinary Actions	20
OTHER COMPANY POLICIES	21
Suggestion Scheme	21
Anti-Harassment and Bullying Policy.....	21
Internet Policy.....	21
Whistle Blowing Policy	22
HEALTH AND SAFETY	23
Introduction.....	23
Procedure in the event of an accident.....	23
First Aid	23
Fire Safety.....	23
Personal Safety.....	24
GRIEVANCE PROCEDURE.....	25
Grievance Procedure - Form 1.....	27
Grievance Procedure - Form 2.....	28
Grievance Procedure – Form 3.....	29
CONFIRMATION OF RECEIPT OF EMPLOYEE HANDBOOK FORM	30

Welcome to Our Company

If you are reading this document you have been identified as an individual with enormous potential and our aim is to assist you in being all that you can be, as you take the next steps in your career advancement.

Starsight welcomes you as the latest member of our team and we are sharing with you our handbook which is designed to guide you through your journey at Starsight.

We hope you find this comprehensive information helpful and we welcome any comments you may wish to contribute as you reference this material.

On a more formal note this document provides you with an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment and dedication to assist Starsight in achieving our objective of being an industry leader in energy efficiency, power and cooling services.

Starsight strives to be an employer of choice and recognises the importance of employee engagement in achieving our collective objectives.

If you are unable to find the answer to your question contained in your handbook please feel free to contact your supervisor or the HR Department who will certainly be able to assist you with a listening ear, clarity and direction.

Once again, we would like to welcome you on the next phase of your journey.

Regards,

A handwritten signature in black ink, appearing to be 'Tony Carr', with a stylized, flowing script.

Tony Carr

Chief Executive Officer

Introduction

This handbook is a guide to the personnel policies and procedures that are relevant to you, as an employee of Starsight. It explains what you can expect from Starsight and what is expected of you. The handbook is specially designed as part of your induction and orientation and to inform you as fully as possible about your employment with Starsight. The terms and conditions of service shall apply to all members of staff of the Company except where they are at variance with specific terms and conditions of individual employee contracts.

This handbook and the policies and benefits which it describes, should not be viewed as your contractual entitlement. Your contractual entitlements are documented in your employment contract and agreed with you separately.

Your compliance with the obligations set out in this handbook is a condition of employment and retention in the service of the Company. Any breach, infringement or non-observance of the policies and procedures set out in this handbook may render you liable to disciplinary action, including dismissal.

Starsight reserves the right to change its terms and conditions and employment policies from time to time and this handbook will be constantly reviewed and whenever appropriate, changes may be made in keeping with Starsight's policies and procedures. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your employment contract, we will give you a written statement of the change at the earliest opportunity.

This handbook refers throughout to "the Company". Such term should be interpreted as StarSight Power Utility Limited.

About Starsight

Starsight Power Utility Limited “SPUL” is a market leader in the supply of off-grid power and cooling systems to the SME sector in Nigeria. SPUL is a duly registered Company headquartered in Lagos, Nigeria. The company is an independent energy and cooling service company with a team of professionals specialized in energy assessment, system design and installation of equipment using renewable technologies.

Starsight provides primarily a long term solar based solution. This is achieved by leveraging our industry knowledge and technology to provide “Concept-to-Completion” solutions for our energy and cooling proposition.

Our Vision

To be the leading cooling and Energy solution provider on the African Continent; delivering services that meet and exceed our clients’ expectations whilst reducing our clients carbon footprint and improving access to environmentally sourced electricity.

Our Core Values

- Safety & Environmental Excellence
- Integrity
- Performance
- Diversity

Our Tag Line

“Next Generation Services”

Corporate Social Responsibility

At Starsight, we are committed to making a difference in the communities with which we are involved; offering our clients exceptional service and quality; providing our employees with challenges and fulfillment; creating business growth whilst ensuring that our impact on the environment is minimized; and conducting our activities safely using well-trained and qualified employees.

CODE OF CONDUCT

Starsight considers you a valued employee and as such you are entrusted with our reputation in the broader marketplace. We are continually evaluated by our current and potential future clients based on our ability to deliver professional and efficient customer service. As a key member of our team you are a Starsight representative and a Company ambassador. Our expectation is that you will promote the interest of Starsight at all times and protect and promote our reputation. The company expects all employees to adhere to the highest standards of personal and professional integrity and to avoid any conduct that might reflect unfavorably upon them, other employees and upon the Company. You are therefore expected to abide by Starsight's code of conduct, as condition of your employment.

Honest, Lawful and Ethical Conduct

Starsight complies with all legal requirements in its operations and expects its employees and follow suit. We will honour all our commitments and show all stakeholders respect and honesty. You are expected to conduct yourself with integrity at all times. Integrity requires, among other things, being honest and candid within the constraints of company confidentiality, and dealing fairly and respectfully with clients, contractors, vendors, other employees and other third parties. Starsight will not tolerate discrimination of any kind and or abuse of human rights.

Theft or Fraudulent Activities

Any employee engaging in, or assisting in an act of theft will be terminated. Consciously knowing of an act of theft and failing to report it can also lead to termination of employment

Improper Payments

It is Starsight's policy not to offer or accept incentive of gifts or facilitation payments of any kind.

If you are asked to make a payment on the Company's behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Chief Risk Officer.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for Starsight, or to obtain or retain an advantage in the conduct of Starsight's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances, you will be subject to formal investigation under Starsight's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

Receipt and/or Solicitation of Gifts

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore, no employee or any member of his or her immediate family should accept from a supplier, customer or other person doing business with Starsight, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities or anything else of value

In every circumstance where a gift is offered, it should be reported to your direct supervisor and line manager.

Conflict of Interest

You should not engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in Starsight's best interest.

Generally, a conflict of interests exists when an employee is involved in an activity:

- which provides products or services directly to, or purchase services from Starsight
- which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to Starsight
- which is so operated that the employee's involvement with the outside business activity will reflect adversely on Starsight.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your supervisor.

Corporate Image

Working for Starsight puts you in a special position of trust and responsibility. Your attitude and behavior both to customers and to the communities in which we operate, and the impression you make are of prime importance to Starsight Power Utility Limited. You must therefore continuously seek to provide the highest level of quality product, support and services that meets or exceed our customers' needs and expectations, and maintain the highest levels of professional conduct in your interactions with each other and in representing Starsight in the wider community.

Confidentiality

Employees shall be required to maintain the confidentiality of the Company and must not divulge information about the Company to any third parties or unauthorized employees. Information relating to the Company's transactions, operations and clients should not be divulged during your service with the Company and after you leave the services of the Company. You should review carefully the confidentiality obligations set out in your employment contract and ensure that you are always in compliance with them.

Personal Appearance & Hygiene

As representatives of the Company, you must remember that the image of the Company is to a large extent dependent on you. Whether dealing with customers, members of the public or with fellow employees it is important therefore that you ensure your conduct, grooming, personal hygiene and personal appearance convey professionalism and reflect the values of your employer. Your dress must be smart, tidy, clean and decent at all times during working hours. Trainers, flip-flops, sandals, shorts, sportswear and revealing clothes are inappropriate and may not be worn at any time during working hours. There is no need for men to wear ties in the office but you must have one available to wear for meetings.

The Company operates a "dress down day" on Friday and mode of dress may be casual (and may include the wearing of jeans), provided it is smart. In some jurisdictions, the wearing of African wear on Friday is encouraged but employees must ensure that the choice of dress conforms to the policy as stated above. You still need to wear business dress if you have a customer/external meeting on a Friday.

Starsight recognizes the challenges of working in a tropical climate and that perspiration is a part of the body's system for keeping cool, we respectfully request you ensure you manage your personal hygiene so as not to offend your fellow workers.

If you have any queries about what is appropriate, these should be directed to your supervisor.

Dignity at Work

The Company believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals. Sexual harassment is defined as “unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work”. This can include unwelcome physical, verbal or non-verbal conduct. People can be subject to harassment on a wide variety of grounds including race / ethnic origin, nationality or skin colour / sex or sexual orientation / religious or political convictions / willingness to challenge harassment, leading to victimisation/ disabilities, sensory impairments or learning difficulties / status as ex-offenders / age / real or suspected infection with a blood borne virus (eg AIDS/HIV) / membership of a trade union or activities associated with membership.

Starsight will not tolerate any acts of harassment or discrimination by an employee. It is your responsibility in your daily actions, decisions and behaviour to ensure that you are not guilty of harassment or discrimination of your colleagues, customers, suppliers or any other person associated with the Company.

Valuing Diversity

Starsight is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

Promoting Gender Equality at Work

Starsight is committed to eliminate all gender-based discriminatory practices against the employment of female employee in the Company. A core responsibility of the management team is to ensure that the company implement an equal opportunity in its recruitment processes, wages administration and promotion etc. to cut across levels. The personnel policies and practices will comply with the principle of equitable representation of both sexes, and all forms of gender based exploitation will be avoided to meet the Nigeria Labour Law and ILO Standards. We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

Starsight will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also your responsibility in your daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that you do not discriminate against colleagues, customers, suppliers or any other person associated with the Company.

Smoking at Work

Smoking is strictly prohibited on all Starsight premises (including entrances and exits) and in all Starsight vehicles.

Outside areas have been identified for those who wish to smoke during their break-time. Should you wish to avail yourself of these facilities, please speak to your supervisor

Drugs and Alcohol

Bringing alcohol or any unlawful substances to the workplace, and / or imbibing them there is strictly prohibited as is the imbibing of alcohol or any unlawful substances during a period prior to work where the effects carry over

to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

The Company reserves the right to carry out random searches for narcotic drugs, and random testing of people in the workplace or operating Company vehicles and equipment to identify those persons affected by drugs and/or alcohol. If you are found in possession of narcotic drugs or affected by alcohol and/or drugs, you will be subject to disciplinary action which may include summary dismissal depending on the severity and circumstance of the incident.

TERMS AND CONDITIONS OF SERVICE

Employment Contract

Following the recruitment process, you will have received an employment contract from the Company. This contract will have included an acceptance portion, which you must sign in order to notify Starsight of your intention to join the Company. The contract is subject to performance and to adherence to the Code of Conduct and the Terms and Conditions of Service set out in this handbook.

Job Description

You will be furnished with a copy of the job description for the position to which you are appointed. The job description summarizes your key duties and responsibilities and your reporting lines. Do note however that this is not an exhaustive list and management may vary your duties and responsibilities from time to time as they deem fit depending on the needs of the Company.

Induction

Starsight believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

The induction program is aimed to help assist you settle in quickly at the Company. Induction will be spread over your first few months in post. The content and duration of the induction program will depend on the scope and complexity of your job, and your supervisor will outline this in detail to you during your first few days in Starsight.

Probation

All new staff are subject to a probationary period as specifically referred to in your employment contract. The probationary period is intended to give you an opportunity to demonstrate your abilities and for Starsight to evaluate your capabilities, attitude and performance. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment. Towards the end of your probationary period, a performance review meeting will be conducted between you and your supervisor. Following the meeting, your supervisor will recommend one of the following actions to the HR Department who will notify you of the decision in writing.

- Confirmation of employment
- Extension of the probationary period with reasons clearly stated
- Termination of employment for unsatisfactory performance.

During your probationary period, either party may give to the other 2 weeks' notice of resignation or 2 weeks' salary in lieu of such notice or as stated in your employment contract.

Your entitlement to employee benefits will begin once the HR Department has confirmed your permanent employment, unless your employment contract provides otherwise.

Employee Records

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You **must** notify your supervisor or the HR Department immediately of all changes in the following personal information:

- Name
- Change of permanent address
- Telephone number
- Emergency contact
- Bank account details
- Particulars and dates of all academic or professional qualifications
- Birth of a child
- Criminal charge, caution or conviction
- Driving license penalties (if you are required to drive on Starsight business)
- Conflict, or potential conflict of interest

Next of Kin

At the time of employment with Starsight, you must furnish the HR Department with the name and address of your next of kin. You may change your next of kin at any time at your discretion. In the event of your death, Starsight insurance will pay any benefits or rights accrued to you to your nominated next of kin.

Data Protection and Access to Information

Starsight will comply with all statutory requirements of any Data Protection legislation in countries in which it operates.

You can request access to the information held on you by Starsight. All requests by you to gain access to your personnel records should be made in writing.

Pay Days

Salaries/Wages will be paid monthly in arrears, typically on the 28th of each month or the nearest working day if the 28th falls on a Saturday or Sunday or a public holiday, though in some circumstances this date may vary. You should provide details of the bank account into which your salary/wages are to be paid on the New Joiner Form which was given to you to complete when you joined.

Compensation

Your compensation arrangements are set out in your employment contract. Any subsequent amendments to your compensation will be notified to you in writing by the Company.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their compensation will be paid in accordance with the pay arrangements for full-time employees of the Company.

The Company shall make at source, whatever deductions to employee salary as are required by law namely the pay as you earn tax (P.A.Y.E.) or withholding tax, and social security or pension deductions accordingly. These deductions, where applicable, will be paid to the nominated statutory body.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your supervisor immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified immediately.

Overtime

By the nature of our industry you may be asked to work overtime and you shall not refuse to work this overtime. Overtime is payable to posts which have been specifically designated as qualifying for overtime payment and shall be paid according to the labour laws in your country of operation. Senior positions are not subject to the payment of overtime for hours worked over and above the regular working hours. Your entitlement, or otherwise, to payment for overtime is set out in your employment contract.

Hours of Work

Your normal hours of work and working pattern will be set out in your employment contract but generally will be a minimum of 40 hours per week (8hrs per day) with any overtime arrangements as specified in your employment contract.

Starsight reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

Shift Work

You may, by virtue of your job description and assignments, be required to work a shift pattern, in which case this will be outlined in your employment contract.

Attendance at work

Starsight values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

- **Notification of Absence**

If you are unable to attend work due to sickness or injury, your supervisor must be notified by phone before your normal start time on the first day of absence, if possible indicating a date of return. Notification should be made by you personally unless impossible due to the nature of the illness, in which case you should arrange for someone else to call on your behalf. During prolonged periods of absence, your supervisor should be kept informed of progress and an expected date of return.

Your supervisor should be notified as early as possible if absence from work is anticipated for hospitalisation and other medical treatment.

Any employee who has been absent due to sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

- **Absence During Working Hours**

If you wish to leave your place of work during working hours for any reason you must first seek permission from your supervisor. If you leave your place of work without permission you will be committing an offence of misconduct and will be subject to disciplinary action.

- **Vacation of Post**

If you are absent without the written permission and approval of your supervisor for more than seven (7) consecutive working days, you will be regarded as having resigned from your employment without notice. A notice in writing to this effect will be sent to you at your last known address by the Company. Accordingly, you shall be liable to pay to the Company a sum equal to your salary for the period of notice required for your resignation.

Transfers

You may be transferred from one site to another within the country of your operation. In such instances, the Company shall provide you with reasonable notice of such transfer. A relocation allowance at the prevailing rate at the time of transfer and as per local law will be granted if we are satisfied that your relocation is required in order for you to undertake the duties of the post for which you have been employed. Eligibility and any sums paid are purely at the discretion of the Company, and this is not a contractual right. You will be required to sign a written undertaking to repay all or some of the relocation allowance if you leave within 24 months of receipt of this allowance.

Employee Benefits

Upon confirmation of your permanent employment, you will be entitled to participate in the following group insurance schemes that Starsight provides for the benefit of its employees:

- Medical – under this scheme you and, if your employment contract so provides, your registered dependents, will be provided with access to medical care. Registered dependents are defined as spouse and a maximum of 4 children up to 18 years old.
- Life – under this scheme, your next of kin will receive a payment in the event of your death whilst an employee of the Company.
- Personal Accident – under this scheme, you will receive payment in the event of an injury sustained from an accident occurring whilst an employee of the Company.

Starsight runs different levels of such employee benefit schemes and the level of scheme that you are entitled to join will depend on your employment position and location. Details of the benefits of each scheme will be provided to you upon joining the scheme.

Annual Leave

Starsight encourages all its employees to take their annual leave / rest periods.

- **Annual leave entitlement**

Annual leave is available for all employees, other than those who work on a rotational basis. Annual leave must be taken within the calendar year and no leave can be carried forward without the express approval of the HR Department. Annual leave entitlements are inclusive of travelling time.

Generally, employees will have to complete a full year of service before they can take their leave. However, requests for time off may be considered once you have completed your probation and been confirmed as a permanent employee. Such days, if approved, will be deducted from an employee's annual leave entitlement. Unless local laws mandate otherwise, the following leave days shall be available to Starsight employees. You will be entitled to 20 working days per year.

- **Annual leave requests**

Annual leave shall be taken at times agreed with the Company and may not be carried forward into the next year without the express approval of the HR Department. All requests for annual leave must be

made in writing using the request for annual leave form and submitted to your supervisor for approval before embarking on the leave. The Company will where possible try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

- **Holiday year and pro rata entitlements**

The holiday year runs from 1st January to 31st December.

If you have joined after the start of the leave year, your annual leave accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service.

- **Public holidays**

The Company recognizes statutory bank holidays declared in your country of employment, in addition to basic annual leave entitlement. This does not apply if you work on a rotational basis.

- **Leave recall**

The Company reserves the right to recall you from leave. You will be entitled to use the remaining portion of your leave at a subsequent date to be agreed with your supervisor.

- **Leave allowance**

As the law provides, the Company will honour this obligation. The calculations for payment of a leave allowance will be at the Company's discretion.

Other Leave

- **Maternity leave /paternity leave**

Maternity leave shall be granted to a confirmed female employee as follows:

- (i) A written request must be submitted within a reasonable time. The employee must inform the Company of the expected duration of her pregnancy leave so that the Company may plan around the absence efficiently until her return.
- (ii) The maximum length of leave is 12weeks, if the employee needs a longer leave due to medical complications, the Company must be notified as soon as possible
- (iii) During the said maternity leave, she shall be paid her full salary for every 12weeks maternity leave period only and a pro-rata basis for additional days requested.
- (iv) At her option, the employee may continue to work up to the delivery date, depending upon the employee's medical circumstances and the nature of the employee's job. In the event the employee is physically incapable of performing her regular job duties at any time during her pregnancy, the employee may request that she be placed on pregnancy leave.
- (v) Paternity leave shall be granted to any male employee, whose spouse is delivered of a baby for a maximum period of 2weeks. Additional leave days may be granted on case by case basis.
- (vi) During the said paternity leave, the employee shall be paid his full salary for the first 2 weeks leave period only, and a pro-rata basis for additional days requested.

- **Casual Leave**

- (i) Casual leave may be granted to employees from time to time to allow them attend to certain personal exigencies.
- (ii) An employee has to seek approval in writing stating why he/she or casual leave.

- (iii) Subject to the foregoing, the total number of casual leave that an employee can take in a month period shall not exceed five days. Excess days taken shall be deductible from the next annual leave.

- **Compassionate /Bereavement Leave**

You will be entitled to paid bereavement leave of up to 10days per year following the death of an immediate family member. Immediate family member is defined as mother, father, spouse and registered children or close relations. You must inform your supervisor immediately of your need to take bereavement leave and request time off in writing.

- **Study Leave**

Starsight values career development and as such may approve paid and unpaid examination leave requests on case by case basis.

Sickness Payments

You are entitled to be paid for time off work due to injury or illness up to a maximum of 20 days per year or, if applicable, such longer period as may be provided by the Nigerian Labour Law. Sick leave can only be used for illness and not for any other type of absence. Any absence due to sickness or injury for more than 2 consecutive days must be accompanied by an excuse duty note from a recognized medical practitioner acceptable to the Company covering the period of absence in question. The Company reserves the right to seek verification of your sick leave claim/illness and may require you to attend its own medical practitioner. If you refuse to undergo a medical examination requested by the Company, you will not qualify for sick leave and its attendant benefits.

Sick leave benefits are for a calendar year only and cannot be transferred to the next year.

If you are absent for a continuous period extending beyond 20 days, you will be deemed to be on extended sick leave. The amount of sick pay you receive will depend on the length of your service with the Company:

Length of Employment	Period of Absence	Extended Sick Leave Benefit
3 months to 3 years	Up to 4 months	Full pay for 3 months, 1 month half pay
Over 3 years to 5 years	Up to 5 months	Full pay for 3 months, and 2 months on half pay
Over 5 Years	Up to 6 months	Full pay for 3 months and 3 months on half pay

Starsight reserves the right to refuse to pay sickness payments if it has reasonable cause to think that you are not genuinely sick, if it has cause to believe that you are abusing the sick pay scheme, or if you have failed to comply with the notification requirements or have not supplied the appropriate certification or have failed to take any reasonable action requested by the Company in exercising its right to seek verification of your sick leave claim/illness, in particular a request to attend its own medical practitioner. If the sick pay scheme has been abused, disciplinary action may follow.

Payments of sick pay may be terminated, suspended or reduced if you fail to notify the Company of relevant facts, or if your absence or continued absence is due to you taking an unwarranted risk (in or out of work), conducting yourself in a way that prejudices your recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

Business Travel

The Company may require you to undertake business travel in-country and across West Africa, as and when necessary. In some cases, international travel may be involved based on the terms of your employment contract. Generally, the Company will make the necessary travel and accommodation arrangements for your journey, including obtaining travel insurance and any visas that may be required. The Company will also re-imburse all reasonable business travel expenses, subject to proper authorization and supporting documentation provided that the Company will not pay for the cost of any alcohol consumed by employees.

You should take good care of your personal property whilst undertaking business travel for the Company but in the event of any theft, the Company will replace the relevant item(s) upon production of a police report concerning the incident.

Uniforms/Protective Clothing

Uniforms and protective clothing will be issued to you if required in the performance of your employment duties. If issued, you must wear them at all times when required to do so. Uniforms and protective clothing once issued remain the property of Starsight. You are to take very good care of such clothing to ensure they last for the lifespan of the item. If provided with uniforms, you are expected to wash, iron and maintain them on a regular basis. The Company will replace worn out or damaged uniforms annually on an as needs basis. In the event of you are leaving the employment of the Company for any reason, you are required to surrender all uniforms to the Company other than uniform that is more than one year old which you may keep.

Company premises

You must not bring any unauthorized person on to Starsight property without prior agreement from your supervisor, unless you are authorized to do so as part of your job. In these circumstances you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or Starsight property or Client's sites inappropriately.

You must not remove Starsight property from the company's premises unless prior authority from your supervisor has been given.

Personal Property

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on Starsight premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on Starsight's premises, in Starsight's vehicles or in your own vehicle. Starsight will not accept liability for loss or damage to any personal property whatsoever.

Use of Company Assets

- **Mobile phone**

The Company may provide mobile phones to certain category of employees for use in the discharge of their duties. The phones are provided for official use within pre-approved limits and any charges over the limit may be charged to the employee. Employees who receive these phones will be expected to sign for them and return them to the Company on their exit from the services of the Company.

- **Telephone and correspondence**

Company telephone and postal facilities must not be used for private purposes without prior permission from your supervisor. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

- **Company vehicle**

Company vehicles may be provided to certain category of employees for use in the discharge of the duties and as a means of transportation whilst they remain employee of Starsight. The use of these vehicles is governed by policy but generally the employee must ensure that he / she holds a valid driver's license, that the vehicles are operated in a safe and economical manner, are kept tidy at all times and are not taken off-road without your supervisor's prior permission.

- **Computers and laptops / internet & email**

IT facilities are provided to assist with day to day work and it is important that they are used responsibly. If you have access to the Company's computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to Company business.

Only software packages properly authorized and installed by the Company may be used on Company equipment, you must therefore not load any unauthorized software onto Company computers.

Internet services are available for use where such use is consistent with your work. Limited personal use of the internet is permitted during your formal breaks and after normal working hours. All internet use is monitored and accessing pornographic or other unsuitable material, including race hate material, auction or social networking sites is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal. A full list of prohibited sites can be found in Starsight's Internet & Email Policy available from your supervisor

Emails sent or received on the Starsight's email system form part of the official records of the Company; they are not private property. Users are responsible for all actions relating to their email account / pc username and should therefore make every effort to ensure no other person has access to their account. If you have a Company email address, this is provided for responsible use on Company business and should not be used in any other way whatsoever. All communications sent on your Company email address remain the property of the Company

All staff must make themselves familiar with Starsight's Internet & Email Policy which will be made available by the IT unit.

Use of Personal Vehicle on Starsight Business

Company vehicles are available for your use if required when undertaking an official assignment in the performance of your employment duties. However, should you have to use your private vehicle for official Starsight business, you will be re-imbursed your costs based on a formula of miles travelled x the current mileage rate provided your supervisor had given their prior approval to the use of your personal vehicle. The current mileage rate is available from the HR Department.

Resignation, Termination & Dismissal

Starsight aims to retain all capable employees. However, there may be times when an employee will be terminated or dismissed from the services of the Company for various reasons. An employee may also resign from the Company voluntarily.

- **Resignation**

As per the terms outlined in your employment contract, you may resign from the Company by giving to the Company notice of your intention to resign or paying to the Company salary in lieu of such notice. The notice period applicable to you is set out in your employment contract.

- **Termination**

Your employment contract may be terminated by the Company in certain circumstances, including:

- ill health, if after your period of absence, you are unable to return to work as certified by a registered medical doctor acceptable to the Company
- redundancy
- breach of employment contract
- breach of Code of Conduct.

- **Dismissal**

- i. As guaranteed by the labour statutes, management reserves the prerogative to terminate any employee without assigning any reason thereto. However, any terminated employee shall get all his entitlements including appropriate notice.
- ii. No notice shall be given to an employee who is summarily dismissed in addition to his having to lose some other benefits. "For an act to justify summary dismissal it must be repudiatory. In other words, it must be grave in substance and consequence thus preventing further satisfactory continuance of relationship between the Starsight and the concerned employee." Example of offences which may qualify for summary dismissal are:
 - Abandonment of work
 - Unfaithfulness e.g divulging Starsight's business secrets; poor attitude to work leading to a loss to the company
 - Theft and Fraudulent act
 - Demanding or accepting gifts
 - Making use of the Starsight's property for unauthorized or personal work.
 - Stealing and pilfering
 - Acts of sabotage etc

- **Working notice**

In all cases of resignation and termination, the Company reserves the right to enforce your full notice period unless you agree to pay the Company in lieu of notice.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

- **Annual leave entitlement**

In all cases of resignation and termination, your annual leave is deemed to have accrued at the rate of one twelfth of the annual entitlement for each complete calendar month of service. You will be expected to take your full remaining annual leave entitlement during your notice period in agreement with your supervisor. Exceptionally, if this is not possible, your supervisor may agree to make a payment in lieu of this but this will normally be subject to a maximum of 10 working days. If, however, your annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from your final salary payment. If you leave any day other than the last working day of that month, that month will not count for annual leave purposes.

Other Conditions on Leaving

On leaving, the Company will deduct from any money due to you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, study or exam allowances, court orders and payment made for annual leave taken in excess of entitlement.

If you leave without giving notice and without the Company's agreement, you are in breach of your employment contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your supervisor all articles belonging to Starsight, including your ID/Access card and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left the Company, you must continue to comply with any non-compete and / or confidentiality provisions in your employment contract.

Disciplinary Actions

Disciplinary actions are measures taken by the Company in response to the unsatisfactory performance and behaviour of some employees and are designed to protect both the Company and co-workers from such behavior. Where you are found to have misconducted yourself, you will be given an opportunity to state your case and your immediate supervisor will apply the appropriate sanction dependent on the gravity of the offence. The sanction to be applied will depend on the circumstances of the case and on your employment record relevant to the period, and include the issuance of a verbal warning, a series of warning letters, suspension, demotion, and termination/dismissal.

OTHER COMPANY POLICIES

Suggestion Scheme

The Company runs Staff Suggestion Scheme to encourage all employees to come forward with suggestions that may improve the efficiency of our operations. Ideas may include marketing initiatives, cost savings, training, staff relations, IT, or work methods that improve quality or productivity or quality of life.

The Chief Executive Officer reviews all suggestions. If you have a suggestion, you should send written details to the Chief Executive Officer who will ensure that your ideas are properly evaluated and that you receive a response within a reasonable period of time.

Employees should at all times conduct themselves in such a way as to enhance the reputation of the Company. The Company will support employees who become aware of and are willing to report breaches of policy or who genuinely believe that a breach is occurring, has occurred or is likely to occur within the business. Employees should raise the issue internally with their supervisor or with the HR Manager.

Anti-Harassment and Bullying Policy

Starsight Power Utility Limited is committed to providing a working environment free from harassment and bullying and ensuring all employees, officers, consultants, contractors, interns, casual workers and agency workers are treated, and treat others, with dignity and respect.

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened.

If you are being harassed or bullied, you should speak to your Line Manager or the Human Resource Department, who can provide confidential advice and assistance in resolving the issue formally or informally and staff who make complaints or who participate in good faith in any investigation will not suffer any form of retaliation or victimisation as a result.

Internet Policy

Staff access to the Internet through the company's technology systems and networks is a privilege and requires users to conduct themselves professionally. The use of the Starsight's internet shall be strictly limited to the official purposes of the organization.

Internet access is limited to job-related activities only and personal use is completely forbidden. Job-related activities include research and educational tasks that may be found via the Internet that would help in an employee's role. Staff are prohibited from accessing the Internet for any unethical purposes, including pornography, violence, gambling, racism, harassment or any illegal activity.

The Company strictly prohibits unauthorized release or disclosure of any proprietary or confidential information through the Internet or through any other means and company trade secrets and other confidential information should not be transmitted over the Internet. In general, staff should exercise the same restraint and caution in drafting and transmitting messages over the Internet assuming that their message may be saved or reviewed by someone other than the intended recipients.

Whistle Blowing Policy

At Starsight, we are committed to making a difference in the communities with which we are involved; offering our clients exceptional service and quality; providing our employees with challenges and fulfillment; creating business growth whilst ensuring that our impact on the environment is minimized; and conducting our activities safely using well-trained and qualified employees. To achieve this, we aim at ensuring adherence to the highest standards of business ethics in our operations and practice excellent corporate governance.

We however recognize that there is the risk of an employee failing to act in accordance with the high ethical standards expected of them, we therefore promote a culture of openness in which employees can report (to either line manager or Head Human Resource) unethical conduct without fear of castigation or victimization.

Employees have an obligation to report the following:

- Crimes
- Fraud, bribery and corruption
- Contravention of the code of business conduct & ethics e.g. insider dealing, conflict of interest, facilitation payments, etc
- Abuse of office or responsibility in connection with unauthorized activity for personal gain
- Compromise of company's OHSE and Quality procedure
- Sexual or physical harassment
- Sexual or physical abuse
- Other unethical behaviour

As a first step, a reporter should raise concerns either verbally or in writing with his or her immediate supervisor or manager or directly to the Head, Human Resources or his or her designated representative or our legal counsel, Templars, depending on the seriousness and sensitivity of the issue. The reports should be made in line with the reporting process detailed in the Whistle Blowing policy.

HEALTH AND SAFETY

Introduction

Starsight recognizes and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its' activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with the Company health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your supervisor immediately.

Procedure in the event of an accident

An Accident Book is available from your supervisor and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your supervisor.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by the Company.

First Aid

Starsight believes that best practice is to ensure staff have access to a trained First Aider or Appointed Person (someone who can take charge in the event of an accident). Details of these trained staff will be displayed on your local notice board or from your supervisor and you should familiarize yourself with names and contact details.

Fire Safety

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your supervisor and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that your waste bin is accessible to the cleaners at the end of each day.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Follow the instructions of your designated Fire Warden.
- Direction signs should indicate the route to your fire exit. These comprise a white arrow on a green background sometimes accompanied by the words 'FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest fire exit.
- Do not use a lift to leave the building - always use designated stairs.

- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Action to take if you discover a fire:

- **RAISE THE ALARM!** This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if your building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a waste paper basket. Unless you have been trained you could be putting yourself or somebody else at risk.

Personal Safety

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimize them.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person in Company premises. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number.

If visiting, let your colleagues know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your supervisor.

GRIEVANCE PROCEDURE

The grievance procedure is intended as the tool by which a member of staff may formally have a grievance, regarding any condition of their employment, heard by the management of the Company. The aggrieved employee has the right to representation by a trade union representative, a professional organisation, a staff association or a colleague/friend.

In the event of a member of staff wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their supervisor as possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters which aggrieve the Company's employees.

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended if it is agreed upon by both parties.

This procedure is not intended to deal with dismissal or disciplinary matters which are dealt with in a separate procedure.

Stage 1

If you have a grievance, you should raise the matter with your supervisor immediately either verbally or in writing. If the matter itself concerns your supervisor, then the grievance should be taken to their superior.

If your supervisor is unable to resolve the matter at that time then a formal written grievance form should be submitted (see Form 1). Your supervisor should then respond within 2 working days (i.e. the manager's normal working days) to the grievance unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of your line manager's decision and who to appeal to if still aggrieved.

Stage 2

In most instances, the Company would expect the line managers' decision to be final and for the matter to come to a close. However, in some circumstances you may remain aggrieved and can appeal against the decision of the supervisor concerned.

The appeal, to the manager next in line, must be made within ten working days of the original response to your grievance. The appeal must be in writing (see Form 2) and contain a copy of your completed Form 1. This manager will attempt to resolve the grievance. A formal response and full explanation will be given to you in writing, as will the name of the person to whom you can appeal if still aggrieved, within 7 days.

Where the 'next in line' manager at this stage is the Senior Manager with responsibility for your function, then the grievance should immediately progress to stage 3.

Stage 3

If you remain aggrieved there will be a final level of appeal to the Senior Manager responsible for your function. This appeal must be made in writing (see Form 3), enclosing a copy of your completed Form 1, to the Senior Manager within ten working days of receipt of the Stage 2 response. This Senior Manager will arrange and hear the appeal with another management representative and respond formally with a full explanation within 20 working days.

Where a grievance is raised against a Senior Manager then the grievance will be heard by the Chief Executive Officer.

There is no further right of appeal. Where however both parties agree that there would be some merit in referring the matter to a third party for advice, conciliation or arbitration, arrangements will then be made to find a mutually acceptable third party.

Grievance Procedure - Form 1

To:

From:

Dept:

Date:

Dear

I wish to take a formal grievance out against

in line with the Company Grievance Procedure. The details of my grievance are shown below :

Yours sincerely,

(Supervisor should respond to this formal written grievance within 2 working days unless an extended period for response is mutually agreed)

Grievance Procedure - Form 2

To:

From:

Dept:

Date

Dear

On

[date must be within 10 days of the response to the initial formal grievance]

my grievance against

was heard by

I am not satisfied with the outcome of this meeting and would like to appeal to yourself for a further hearing of my grievance, in line with the Starsight Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely

(Manager should respond to this formal written grievance within 7 days unless an extended period for response is mutually agreed)

Grievance Procedure – Form 3

To:

From:

Dept:

Date:

Dear

On

[date must be within 10 days of the response to the second stage of the formal grievance]

I appealed to

against the decision made at my initial grievance against

I remain dissatisfied with the outcome of this meeting and would like to appeal to you for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely

(Senior Manger should respond to this formal written grievance within 20 working days unless an extended period for response is mutually agreed)

CONFIRMATION OF RECEIPT OF EMPLOYEE HANDBOOK FORM

Starsight Power Utility Limited

Name:	
Designation:	
Place of Work:	
Supervisor:	

I confirm I have received a copy of the Starsight Employee Handbook and that I have read this and understood the contents.

I also confirm that I have sought clarification from my supervisor on any issues outlined in the Handbook which I am not clear about.

Signed: _____

Date: _____

Please return this form duly completed and signed to your supervisor.