

ENSO GROUP

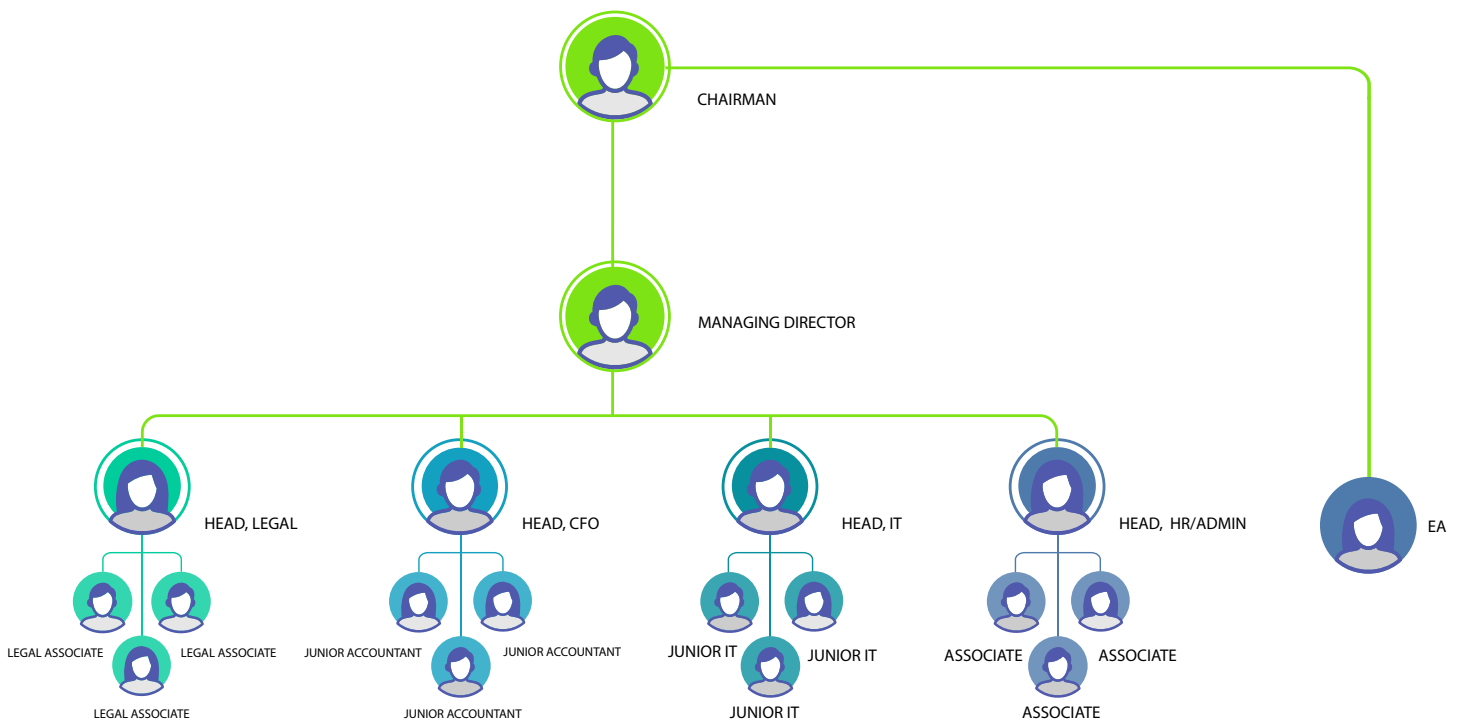
HR MANUAL - UAE

HR MANUAL – UAE CHAPTER

The statements & policies set forth in this Manual are for information purposes only and should not be construed as the basis of a contract between an Employee and this Company. While every effort is made to provide accurate and current information, Enso server the right to change, without notice to individual employees, any provision in this manual. Every effort will be made to keep employees advised of any such changes.

Please be noted that, this manual is only specific to the UAE Branch, constituted on the basis of their local laws. Other than the HR Policies mentioned hereunder, any/all items pertaining to the Global HR policy of Enso Group shall be adapted.

HIERARCHY OF COMPANY MANAGEMENT



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1. Dress Code

Office Staff:

Formals wears is an acceptable dress code. All staff members should be presentable during working hours from Monday to Thursday. Denims, Jeans or any kind of casual clothing is not allowed in the working hours.

Every Friday, employees can choose to wear Casual Clothing during Working hours.

2. Leave Policy

2.1. Annual Leave Entitlement

- a. All staff members are entitled to 30 calendar days annual leave every year.
- b. For new employees annual leave is availed on completion of 11 months of service & there should be a minimum of 6 months time period between leaves availed.
- c. The annual leave is entitled as 2.5 days/month accumulated as Annual Leave.
- d. During the probationary period, the employee cannot avail their 2.5 days/month leave, unless approved prior by the management.
- e. Annual leave may be taken within the first 11 months on a pro rata basis subject to management approval.
- f. Employees must use their leaves in the year of entitlement. The employer may, in agreement with the employee set the dates of leave according to the work requirements. Employer must notify the employee of the date of the leave at least one month in advance.
- g. The employee may, with the consent of the employer, and in accordance with company's regulations, carry over his annual leave balance to the next year. In this case, the employee will be entitled to be paid for the days he/she worked during the annual leave. The payment is calculated according to the basic salary.
- h. The employer may not prevent the employee from using his accrued annual leave for more than two years. On termination of employment, any accrued leaves will be calculated on basic salary only.
- i. The calculation of the duration of annual leave will include official holidays specified by law or by agreement, and any other leaves caused by sickness if they fall within the annual leave unless the employment contract or the company's regulations have other provisions.
- j. Part-time employees are entitled to annual leave according to the actual working hours they spent at work, as specified in the employment contract

2.2. Sick Leave Entitlement

- a. Sick leave is unpaid during the probationary period.
- b. After completion of probationary period employees can take up to 90 days sick leave (continuous or otherwise). This is broken down into 15 days with full pay the next 30 days with half pay & any subsequent periods are without pay.
- c. The employee must notify the employer about his sickness within maximum two days. The employer has the right to put the employee under a medical examination in order to verify the illness, and the authenticity of the employee's leave. The employer is

entitled to request the employee to present a medical report, which justifies the employee's absence and the calculation of the entitlement of the pay.

2.3. Maternity Leave Entitlement

- a. Female staffs that have been in continuous employment for more than one year are entitled to 45 full-paid and 15 days with half pay days maternity leave as per the UAE Labour Law.
- b. A leave application form should be completed & signed off by her manager/reporting officer and approved by the HR division, allowing adequate time for the selection & training of replacement.
- c. The leave application must be filed at least 30 days prior to the commencement of maternity leave date.
- d. In addition to the basic maternity leave above, she may take additional 45 without pay, if she has an illness as a result of pregnancy or childbirth, and is unable to resume work. The illness must be proved via a medical certificate issued from the respective medical authority. These leave days can be consecutive or intermittent.
- e. After the female employee resumes work, she is entitled to one or two additional breaks each day for nursing her child. The duration of the two breaks must not exceed one hour. The woman is entitled to such breaks for 6 months following the date of delivery. Such breaks are fully paid for.

2.4. Paternity Leave Entitlement

The Male and Female employees are given a paid parental leave for five working days to look after their babies, effective from the baby's date of birth until he is 6 months old.

2.5. Other Leave Entitlements

- a. Study Leave: An employee, who is studying in one of the UAE's certified educational institutions is entitled to a paid leave of 10 days per year to sit for examinations. To apply for this leave, one must have completed at least two years of service with the employer.
- b. Compassionate Leave: an employee is entitled to:
 - a paid leave of five days in the event of the death of spouse and
 - A paid leave of three days in the event of the death of a parent, child, sibling, grandchild or grandparent.
- c. Hajj Leave: Muslim Employees may be granted a special leave for the performance of Hajj under the provisions that the leave:
 - is given without pay
 - may not exceed 30 days
 - Is granted only once during the employment duration with the company.
- d. Note that days of absence from work without pay will not be included in calculating the period of service for gratuity purposes.

2.6. Leave Extensions

Any leave applied for out the provided leaves as above shall be considered as Loss of Pay, a tolerance of such leave shall only be a maximum of 7 Days, the employer after completion of such leave may resort to terminate the employee, unless reasonable notification of such leave extensions has been given by the employee to the employer.

2.7. Leave Ticket Entitlements

Leave ticket entitlements are inclusive as benefit in the salary package. No separate entitlement towards tickets shall be provided. However, it is subject to change by the company as required.

2.8. Leave Salary Calculations

The leave salary shall be calculated on the number of days applicable to each employee as stated above under variant heads.

2.9. Leave Salary Payment

- Leave salary will be paid to employees who have submitted their leave form at least 45 days prior to leave commencement.
- Leave salary will be paid excluding any allowances attained (Rent/Food)
- Leave salary will be transferred to the Salary account of the employee.
- No Ticket Encashment will be provided when you are encashing your Annual Leave Salary, if any.

2.10. Annual Leave – Application & Approval

Leave Application should be completed & signed off by your immediate supervisor & then forwarded to the Human Resources Division. Leave application forms must be submitted & approved in advance of the intended days. Time frame for submission & approval are follows:

- a. 2(Two) weeks of leave(or more) – leave form should be submitted & approved 45 days (or at least 30 days) in advance for your intended leave days.
- b. Between 3 days & 2 weeks of leave – Form should be submitted & approved 10 days in advance of your intended leave days.
- c. Any changes to requested & approved leave days must be made in writing.
- d. Keys, documents, passwords, files, work itinerary and any such relevance to the work must be handed over to the proxy or Covering employee prior to commencement of leave.
- e. Staff must provide the company with leave contact details in the event that an emergency arises & you need to be contacted.

3. Private Sector Holidays

The following holidays are as per the laws of UAE and some regional holidays. These dates are tentative in nature and shall be adapted as proposed by the UAE government from time to time. Prior to these holidays, the dates are confirmed by official announcements in the newspapers.

Particulars	Date	No. of Days
New Year	1 st January 2022	1
Eid Al Fitr	2 nd May 2022 – 5 th May 2022	4
Eid Al Adha	9 th July 2022 – 12 th July 2022	4
Islamic New Year	29 th July 2022/ 30 th July 2022	1
Birthday of the Prophet	7 th October 2022/8 th October 2022	1
Diwali	24 th October 2022	1
Commemoration Day	30 th November 2022	1
National Day	2 nd December 2022	1
Christmas	25 th December 2022	1

4. Hours of Work

- Hours spent by an employee in travelling to & from the office shall not be included in his/her hours of work.
- Normal working hours are 10:30am to 6:30pm; inclusive of 60 mins break, which can be split as required by the employee with a window of 30mins for lunch and other 30 mins as breaks.
- Working hours during the Holy month of Ramadan will be advised via email by the Admin/Human Resources.
- Week offs are Saturday & Sunday. However, Saturday might be working day, depending on the requirement from the upper management.

5. Remote Working

- The Company agrees that Employee may work from home provided employee is generally accessible by phone, fax and email during business hours.
- The employer must take permission from the Company prior in relation to one day, short term or long term remote working, the company has the right to reject such application.

6. No Objection Letter & Salary Certificate

- NOC & Salary Certificate letters shall be provided by the Company as and when required by the Employee, stating the reasonable cause for the documents. This process might take upto 7 days.
- After termination/ Resignation; the employee will receive the Salary Certificate after the final settlements has been made.

7. Letter of Appointment

- On completion of the interview & selection you will receive a Letter of Appointment. This document outlines the primary conditions of your employment & the agreed salary arrangements.

- This Letter of Appointment needs to be signed off & dated and one original returned to the Human Resources Division.

8. Joining Documentation

Prior to or up on joining, you will be asked to provide photocopies of your passport, driver's license, passport size photograph (with white background) & certificate copies. These documents are required to open your personnel file, relevant departments & commence the processing of your employment visa or labour card.

9. Payment of Salary

- Salaries are paid on a monthly basis. All employees are paid on the Last/First day of the month.
- Salary will be transferred directly to staff members' personal accounts with their respective bank accounts.
- For those new to the company or with pending visa or labour card processing, salary will be paid in cash.
- If you make a personal loan to a colleague, the company is not responsible for helping you recoup this money if repayment is delayed.
- The company does not grant loans to employees, the same has to be obtained from the Bank.
- If you are proceeding on leave during the month, your salary will be prepared at the usual time & transferred through to your account at the end of the month and not anytime earlier as this interferes with accounting process and documentation.

10. Disciplinary Process

Where performance or behavior has fallen below the required standards the following steps will be taken:

Step 1: Written Warning Notice

A maximum of 2 written warning notices will be given. A copy will be handed to the individual concerned and a copy placed on their personnel file. This notice will detail the specific problems, the expected changes and a time frame for these changes. Your immediate Supervisor will also counsel you.

Step 2: Final Written Warning Notice

One copy will be handed to the individual concerned and one copy will be placed on their personnel file. Any further incidents will result in termination of the employment contract. Your division manager and the Human Resources Manager will also counsel you, providing a clear outline of expected changes and a timeframe for those changes.

Step 3: Dismissal

- If you are dismissed this will be conveyed to you personally by your Manager and the Human Resources Division with written confirmation in the form of a Dismissal Notification Letter.

- Certain actions on the part of the employee can result in instant dismissal without notice or settlement of final benefits. These include reporting for work drunk/intoxicated, stealing public or company property and releasing confidential company information to unauthorized individuals.
- A worker may be temporarily suspended from work if he/she is accused of committing a deliberate offence involving assault on person or property or crimes relating to honor and honest or the offence of unlawful strike.
- The period of suspension shall run from the date on which the incident is reported to the competent authorities and until the latter have given a decision on the case. The worker shall not be entitled to his/her remuneration in respect of the period of suspension.

11. Probationary Period

The probationary period extends upto 6 months from date of joining. During your probationary period your work performance will be monitored. Leave (of any kind) taken during the probationary period is unpaid. During probationary period the agreement can be terminated by either party by giving two weeks' notice in writing.

12. Appraisals

Enso shall decide on yearly basis about the appraisals and bonus as it seems fit and in conjunction with the growth of the company.

13. Resignation & Termination

Notice Period

- Either party may terminate the agreement & provide the notice period as specified in your appointment letter.
- Enso may terminate the agreement without notice if you commit a breach of any terms in your agreement.

Procedure

- All resignations & terminations must be made in writing
- In the case of resignations, you will receive a confirmation of receipt of your resignation letter from the HR Division.

Handover

- The employee is responsible for the full hand over of the current post held at Enso.
- The employee is required to return to the company all records, files, keys documents, lists, reports & any other items which are the property of Enso, within the timeframe stipulated by the company.

Final Payments

- Final payments are subject to performing a complete handover within the specified notice period.

- You will need to liaise with the HR Division for final payment & cancellation of Labor Card & Employment Visa.
- A final payment statement will be prepared itemizing salary, leave salary & gratuity benefits payable, if any, as well as any outstanding amounts due to you or the company.
- Your last month salary will be held back & released with your final settlement.
- Final payments will be held until cancellation and/or transfer of visa and /or labor card documentation has been completed.

14. End of Service & Gratuity Payments

- On leaving the company, & with a minimum of 12 months continuous service, you will be entitled to receive end of service benefits (ESOB) in accordance with the UAE Labor Law.
- ESOB are calculated on your basic salary. Allowances do not form the basis of ESOB calculations.
- Entitlements are calculated taking into consideration length of continuous service, basic salary & whether you have resigned or have been terminated.
- Final payments will be made only when visa and labor card transfer or cancellation documents has been processed and completed. Payment is by way of cash.

15. Processing your Visa & Labor Card

- The company PRO will prepare all of the necessary documents advise you on copies & signatures that are required for visa & labor card processing.
- Your visa requirements should be discussed with the HR Division prior to you starting with Enso.
- It is the employee's responsibility to follow up with the HR on the status of his/her visa.
- The visa process may take some time, however we will endeavor to process as quickly as possible and we ask that if you have any queries to contact the HR Division directly.
- Enso will only pay for all normal costs associated with the employment visa/labor card paper work process. Any fines, penalty charges, over stay payments and the like will be recouped from the employee. If you are required to depart and re-enter the country in order to change to Enso sponsorship, individual employees are responsible for this cost.
- Your continued employment with Enso is subject to the satisfactory application and processing of immigration and/or paper work. If, for whatever reason Enso is not able to process your paper work, then your employment with Enso will cease.
- Although the company will monitor the renewal dates for visas and/or labor cards it is the individual staff member's responsibility to ensure documentation is valid.
- The cost of authenticating, attesting and or verifying documents such as educational certificates, professional qualifications & passport size photographs will be borne by the employee.
- If sponsored by Enso; your visa, labor card & contract are valid for a period of three years.
- If the employee wishes to resign before completion of one year, the expenses incurred by Enso for the visa & labor card will be borne completely by the employee and deducted from his/her final settlement.
- If employee is terminated while on probation period, all visa expenses to date will be split equally between Enso & the employee.

- If the employee is terminated while the visa is being processed, all visa costs incurred thereafter will be borne completely by the employee.
- If an employment visa is rejected at any stage during the visa process by the UAE Government due to any criminal records or any such reasons which is beyond the hands of Enso to operate in, all expenses borne so far by the company will be charged to employee, unless otherwise agreed.

16. Health Insurance (Medical Card or Health Card)

- The Employee shall be provided with medical insurance to the extent as seems fit to the Employer.
- Each employee is personally responsible for ensuring his/her own medical coverage remains valid- whether this in the form of Government Health Card or private Health Insurance.

17. Blood Tests

Enso shall pay for the blood test that is required for visa & labor office paper work.