



Fair Employment Policy

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Contents

1. Introduction	4
2. Fair Employment Standard I.....	5
3. Fair Employment Standard II	6
4. Fair Employment Standard III.	9
5. Fair Employment Standard IV	10
6. Fair Employment Standard V.	12
7. Fair Employment Standard VI	13
Appendix I – Standard Maturity Levels	14



1. Introduction

ofi Group PLC and its subsidiaries ("ofi") is committed to providing a workplace where the rights of all our employees are respected. This policy aims to ensure our approach on fair employment is in full compliance with the conventions of the International Labor Organization ("ILO") and the United Nations Global Compact's ("UNGC") guiding principles on human rights and labor.

Our Goal

- To treat all our employees with dignity and fairness
- To take a proactive approach to protecting the rights of all of our employees
- To identify living wage gaps in our own operations and to commit to implementing practical solutions to start closing living wage gaps
- To manage reorganizations responsibly

To achieve this goal, we will:

- Ensure compliance with all applicable national employment laws and international standards
- Maintain a fair and non-discriminatory workplace that provides equal opportunity to everyone
- Establish, maintain, and improve the worker-management relationship and ensure employees' rights to self-representation
- Take steps to protect workers, including vulnerable categories such as migrant workers, and workers engaged through third parties
- Prohibit the use of child labor and forced labor
- Provide safe and healthy working conditions and promote the health of workers

For the management and implementation of this and all policies, we will:

- Require all levels of ofi management to be accountable for applying this policy in their business decisions
- Ensure all managers, supervisors, employees, and contractors understand this policy and their own responsibilities and accountabilities and receive appropriate training and support for success
- Establish strategies and management systems to create and prioritize measurable objectives and execute improvement plans that address our significant risks, impacts and opportunities
- Communicate and publicly report meaningful and accurate information regarding our performance to demonstrate continual progress towards commitments made in our policies
- Regularly review and update this policy from time to time, as necessary

This policy is non-contractual and may be amended from time to time without notice.



2. Fair Employment Standard I.

Prohibition of Child Labor and Forced Labor

1. Definitions

- 1.1. **Child:** any person under 15 years of age, unless the legal minimum working age is higher by local law, in which case such higher age applies in that jurisdiction.
- 1.2. **Young Worker:** any worker under the age of 18 but over the age of a Child.
- 1.3. **Child Labor:** the employment of, or work performed by, a Child.
- 1.4. **Human trafficking:** the recruitment, transfer, harboring or receipt of persons, by means of the use of threat, force, deception or other forms of coercion, for the purpose of exploitation.
- 1.5. **Forced Labor:** any work or service which is exacted from any person which is not offered voluntarily, including: (i) prison labor; (ii) indentured labor; (iii) bonded labor; (iv) labor facilitated by Human Trafficking; (v) labor in relation to which an individual's wages, identification papers, tickets etc are unlawfully withheld; (vi) labor in relation to which employment fees or employment deposits are imposed; (vii) labor in relation to which employees are required to bear employment-related costs without reimbursement (such as work-related travel, excluding commuting); and (viii) labor in relation to which involuntary overtime is imposed. For the avoidance of doubt, providing wages or other compensation to a worker for such a service does not on its own lead to such labor being Forced Labor.
- 1.6. **Apprenticeship:** the part-time employment of an individual who is simultaneously studying for a related formal qualification at an educational institution.
- 1.7. **Traineeship:** the employment of an individual who is being trained for a role.
- 1.8. **Contractor:** any (i) individual worker; or (ii) business which provides workers, in each case engaged by ofi to provide labor services to ofi.
- 1.9. **Subcontractor:** any: (i) individual worker or (ii) business which provides workers, in each case engaged by a Contractor to provide labor services to ofi.

2. Standard Requirements

- 2.1. ofi does not permit the use of Child labor or Forced Labor, either directly by ofi or by ofi's Contractors or Subcontractors.
- 2.2. ofi does not permit Young Workers being exposed to hazardous work, either directly by ofi or by ofi's Contractors or Subcontractors.
- 2.3. Under no circumstances shall ofi or any Contractor or Subcontractor employ a Child.
- 2.4. No Young Worker who is an ofi employee, or provided by a Contractor or Subcontractor, shall carry out any work where the work, by its nature or by virtue of the circumstances in which it is carried out, entails an elevated risk of jeopardizing the health and safety of the employee.



- 2.5. ofi does not permit physical punishment, abuse, or Forced Labor of any ofi employee, Contractor or Subcontractor. ofi employees must enter into employment of their own free will and shall be allowed to leave the services of the company of their own free will.
- 2.6. All ofi Contractor businesses shall maintain a roster of verified workers approved by ofi, and only such approved workers shall be permitted access to ofi premises for rendering any work. Information maintained by Contractor businesses in relation to approved workers must contain:
 - 2.6.1. Proof of age;
 - 2.6.2. Work authorization, where applicable for migrant workers; and
 - 2.6.3. Registration details with the applicable social security organization.
- 2.7. ofi shall not employ any Child on an Apprenticeship or Traineeship scheme.
- 2.8. No individual employed on an Apprenticeship or Traineeship scheme shall be required by ofi to:
 - 2.8.1. Undertake night work;
 - 2.8.2. Work more than 8 hours per day for ofi;
 - 2.8.3. Work more than 10 hours per day, including: (i) any work performed for ofi; and (ii) any school, education or related commuting time;
 - 2.8.4. Undertake work unsupervised; or
 - 2.8.5. Undertake work unrelated to the training and development relating to their Apprenticeship or Traineeship scheme.

3. Monitoring and Recordkeeping

- 3.1. ofi shall maintain records of operations considered to have significant risk for incidents of:
 - 3.1.1. Child Labor; or
 - 3.1.2. Young Workers being exposed to hazardous work.
- 3.2. ofi shall maintain records of the measures it has taken to contribute to the effective abolition of Child Labor.
- 3.3. ofi shall maintain records of operations and suppliers considered to have a significant risk of incidents of Forced Labor.
- 3.4. ofi shall maintain records of the measures it has taken towards the elimination of all forms of Forced Labor.

3. Fair Employment Standard II.

Workplace Conditions

1. Definitions

- 1.1. **Working Environment:** the physical infrastructure and environment in which work is carried out, including but not limited to: (i) working conditions; (ii) emergency medical care; and (iii) a workplace free of abuse (including physical, sexual, psychological or



verbal harassment or abuse, either in person or through electronic media like mail, online forums or social media).

- 1.2. **Human Rights:** Human Rights are the basic rights and freedoms that belong to every person in the world and are described in the Universal Declaration of Human Rights. They are based on important principles like dignity, fairness, respect and equality. They are universal and inalienable and apply to everyone in equal and non-discriminatory manner.
- 1.3. **Contractor:** any (i) individual worker; or (ii) business which provides workers, in each case engaged by ofi to provide labor services to ofi.
- 1.4. **Subcontractor:** any: (i) individual worker or (ii) business which provides workers, in each case engaged by a Contractor to provide labor services to ofi.

2. Standard Requirements

- 2.1. ofi is committed to treating all of its employees, Contractors and Subcontractors with dignity, fairness and respect; and our employee and employment related practices shall be guided by our ofi Code of Conduct.
- 2.2. ofi is committed to providing a safe Working Environment to all of its employees, with documented health & safety measures and standard operating processes, with a view to preventing occupational injuries or sicknesses, including physical and mental health and safety.
- 2.3. In the event of an emergency, all ofi employees have the right to remove themselves from imminent serious danger without seeking permission from ofi.
- 2.4. ofi shall provide hygienic and safe accommodation for employees, where applicable.
- 2.5. ofi shall provide each employee with any necessary personal protective equipment free of charge.
- 2.6. In the event of any work injury, ofi shall provide first aid to any injured employee, and shall assist the employee in obtaining follow-up medical treatment if necessary.
- 2.7. All ofi employees should receive training on workplace safety, as defined under the Standard "Safe System of Work" under ofi's Health and Safety Policy.
- 2.8. ofi shall comply with applicable local labor laws relating to maximum number of working days, standard working hours and overtime hours and ofi shall ensure that, unless local law provides otherwise, each employee's regular working hours shall not exceed 48 hours per week, excluding overtime. Other than in exceptional circumstances, and unless local law provides otherwise, the sum of regular and overtime hours in a week shall not exceed 60 hours per employee.
- 2.9. No ofi employee shall be obliged to undertake overtime. In all circumstances, overtime shall be voluntary, and unless local law provides otherwise, shall not exceed 12 hours per week and shall not be requested of an employee on a regular basis.
- 2.10. All ofi employees shall be entitled to regular breaks, and ofi shall provide employees with at least 24 consecutive hours of rest in every seven-day period, unless local law provides otherwise.



- 2.11. All ofi employees shall be entitled to at least the local legal minimum amount of annual leave.
- 2.12. All ofi employees shall be provided with a written, understandable, and legally binding employment contract, the terms of which shall be respected by both parties.
- 2.13. All ofi employees shall have access to a formal grievance resolution mechanism, in line with the ofi Grievance Policy, which shall:
 - 2.13.1. Clearly specify the responsible authority, escalation mechanism and process for resolving issues raised, to ensure a fair, transparent and unbiased mechanism for resolving grievances;
 - 2.13.2. Contain provision for keeping the name of the complainant confidential;
 - 2.13.3. Not permit any discrimination or punitive action against any employee who raises a grievance in good faith;
 - 2.13.4. Be clearly communicated to all employees; and
 - 2.13.5. Clearly communicate the outcome of any complaint to the complainant employee.
- 2.14. All ofi employees shall have access to a formal whistleblowing mechanism, in line with the ofi Whistleblowing Policy.

3. Monitoring and Recordkeeping

- 3.1. Human Rights
 - 3.1.1. ofi shall maintain records of the total number and percentage of its employees that have been subject to human rights breaches, including instances of sexual harassment, by location.
- 3.2. Employee Health and Safety
- 3.3. ofi shall maintain records of the details of all safety related incidents as described under ofi's Health and Safety Policy.
 - 3.3.1. ofi shall regularly assess the health and safety risks at each workplace.
 - 3.3.2.** ofi shall assess all workplace risks to new, expectant and nursing mothers, at each workplace.
- 3.4. Employee Grievances
 - 3.4.1. ofi shall maintain records of the details of all grievances received by its employees during each reporting period, including those made anonymously, and including the details of any resulting investigation, report and any action taken. This should include complaints of sexual harassment as raised through procedure defined in ofi's Sexual Harassment Policy.
- 3.5. Employee Records
 - 3.5.1. ofi shall maintain records of:
 - 3.5.1.1. The total number and rate of new employee hires during the reporting period, by age group, gender and location.
 - 3.5.1.2. The total number and rate of employee turnover during the reporting period, by age group, gender and location.



- 3.5.1.3. The total number of employees employed without a legal contract, by gender and location.
 - 3.5.2. In the event that ofi identifies any employees employed without a legal contract, ofi shall take remedial action to ensure that any such employee is engaged on a legal contract.
- 3.6. Training and Education
 - 3.6.1. ofi shall maintain records of the total number of hours in the reporting period devoted to training on human rights policies or procedures concerning aspects of human rights that are relevant to operations.
 - 3.6.2. ofi shall maintain records of the percentage of employees trained during the reporting period in human rights policies or procedures concerning aspects of human rights that are relevant to operations.
 - 3.6.3. ofi shall maintain records of the percentage of managers/team leaders trained during the reporting period in applicable local employment laws and associated ILO conventions.
 - 3.6.4. ofi shall maintain records of the average hours of training that ofi's employees have undertaken during the reporting period, by:
 - 3.6.4.1. Gender;
 - 3.6.4.2. Location; and
 - 3.6.4.3. Employee category
 - 3.6.5. ofi shall maintain records of the type and scope of training and education programs it has implemented, and the assistance it has provided to upgrade employee skills.
 - 3.6.6. ofi shall maintain records of the percentage of its total employees, by gender, location and by employee category, who received a regular performance and career development review during the reporting period.

4. Fair Employment Standard III.

Wages and Benefits

1. Definitions

- 1.1. **Minimum Wage:** the minimum remuneration that employers must legally pay each worker, in any given jurisdiction, in relation to worked performed during regular working hours.
- 1.2. **Industry Wage:** the standard wages prevalent in any given sector or industry in a given region for the particular work performed.
- 1.3. **Equal Remuneration:** equal remuneration for men and women workers for work of equal value, including all additional income, including overtime payments.



2. Standard Requirements

- 2.1. Each ofi workplace shall keep a readily accessible copy of the rates of Minimum Wage applicable to the employees employed at that workplace. This shall cover:
 - 2.1.1. The specified monthly/daily/hourly rate of Minimum Wage; and
 - 2.1.2. All possible exceptions and exemptions to the Minimum Wage applicable under law.
- 2.2. ofi shall pay at least the Minimum Wage to each employee, and shall ensure that employees' wages are paid on time (subject to any delay beyond ofi's reasonable control) and in full, less all legally mandated deductions, such as taxes or social insurance, to the legally stipulated accounts or agencies as required by law.
- 2.3. In cases where there is no applicable Minimum Wage, ofi shall pay the Industry Wage applicable for the location.
- 2.4. ofi shall ensure that its employees shall receive Equal Remuneration.
- 2.5. In all circumstances, overtime shall be paid to employees at a premium rate over the employee's usual wage.
- 2.6. ofi shall not deduct employees' wages for disciplinary purposes.
- 2.7. ofi shall ensure that a detailed pay slip is provided to every employee, with a breakdown of the wages, benefits and deductions, in writing, at each pay period.

3. Monitoring and Recordkeeping

- 3.1. ofi shall conduct regular audits of its payroll to ensure compliance with its Minimum Wage obligations, and shall maintain records of any Minimum Wage violations.

5. Fair Employment Standard IV.

Diversity & Inclusion

ofi is an equal opportunity employer and we strive to promote diversity and inclusiveness at all levels in the organization.

1. Definitions

- 1.1. **Diversity:** recognition of a range of human differences, including but not limited to race, ethnicity, country of origin, gender, sexual orientation, socio-economic status, age, physical abilities, religious beliefs, political beliefs, or other ideologies.
- 1.2. **Inclusion:** the focusing on the needs of every individual and ensuring the right conditions are in place for each person to achieve his or her full potential.
- 1.3. **Harassment:** unwanted behavior towards an individual, which violates the individual's dignity, or which creates an intimidating, hostile, degrading, humiliating or offensive environment. This may include, but is not limited to, repeated unwanted contact without a reasonable purpose, insults, threats, touching, or offensive language and may be



characterized by, but is not limited to, verbal, physical or psychological behavior that is threatening, abusive, exploitative or sexually coercive.

- 1.4. **Child:** any person under 15 years of age, unless the legal minimum working age is higher by local law, in which case such higher age applies in that jurisdiction.
- 1.5. **Young Worker:** any worker under the age of 18 but over the age of a Child.

2. Standard Requirements

- 2.1. ofi is an equal opportunity employer and strives to ensure that all employee life-cycle related processes/decisions are free of discrimination and Harassment, whether in terms of race, ethnicity, country of origin, gender, sexual orientation, socio-economic status, age, physical or mental abilities, religious beliefs, political beliefs, or other ideologies.
- 2.2. ofi shall develop a framework and promote employee development as a means to promote diversity.
- 2.3. ofi's commitment to the prevention of sexual Harassment is set out in ofi's Sexual Harassment Policy.
- 2.4. ofi shall make reasonable allowances in providing opportunities for work arrangements that accommodate the diverse needs of individuals at different career and life stages.
- 2.5. ofi is committed to promoting the inclusion of women, Young Workers and local workers within its workforce.
- 2.6. ofi shall ensure that its managers, supervisors and team leaders receive training regarding the understanding and promotion of Diversity and Inclusion, and prevention of Harassment.

3. Monitoring and Recordkeeping

- 3.1. ofi shall record the number of incidents of discrimination and Harassment during each reporting period.
- 3.2. ofi shall record the status of each reported incident of discrimination and Harassment, and the resulting actions taken, regarding the following:
 - 3.2.1. Whether the incident was investigated by ofi;
 - 3.2.2. Whether remediation plans are being implemented;
 - 3.2.3. Where remediation plans have been implemented, the results of the remediation plan;
 - 3.2.4. Any internal management review processes; and
 - 3.2.5. Whether the incident is no longer subject to action.



6. Fair Employment Standard V.

Workplace Health and Nutrition

1. Definitions

- 1.1. **Nutritious:** food that provides essential carbohydrates, proteins, vitamins and minerals.
- 1.2. **Sufficient:** a quantity of food or water that is sufficient to meet an individual's daily calorific needs, including those engaged in hard physical labor, or those with special needs.
- 1.3. **Safe:** in relation to water, water that is clean and potable; in relation to food, food that is prepared and stored in hygienic conditions.
- 1.4. **Contractor:** any (i) individual worker; or (ii) business which provides workers, in each case engaged by ofi to provide labor services to ofi.
- 1.5. **Subcontractor:** any: (i) individual worker or (ii) business which provides workers, in each case engaged by a Contractor to provide labor services to ofi.

2. Standard Requirements

- 2.1. ofi shall ensure that all employees, Contractors and Subcontractors have free access during working hours to clean sanitation facilities and to adequate supplies of Safe water and Safe food.
- 2.2. ofi shall annually assess each worksite to gauge employee, Contractor and Subcontractor access, during working hours, to:
 - 2.2.1. Clean sanitation facilities;
 - 2.2.2. Safe water; and
 - 2.2.3. Safe food.
- 2.3. ofi shall promote and sensitize employees, Contractors and Subcontractors to the importance of healthy and Nutritious eating, and the direct links between health and wellbeing.
- 2.4. ofi shall promote breastfeeding by creating a workplace culture that is supportive of breastfeeding.
- 2.5. ofi shall define priority actions for any gaps identified in the assessment referred to at 2.2 above, and to promote nutrition and breastfeeding referred to at 2.3 and 2.4 above and budget for, and implement, any identified remedial actions.

3. Monitoring and Recordkeeping

- 3.1. ofi shall maintain records of the annual assessment referred to at 2.2 above, as well as any actions planned, and actions implemented, including:
 - 3.1.1. The location of any such violation; and
 - 3.1.2. Details of any corrective actions taken



7. Fair Employment Standard VI.

Freedom of Association and Right to Collective Bargaining

1. Definitions

- 1.1. **Freedom of Association:** the right of all employees to join, or to refrain from joining, an association representing their collective interests.
- 1.2. **Collective Bargaining:** the negotiation of wages and other conditions of employment by an organized body of employees.

2. Standard Requirements

- 2.1. Employees shall have the right to join, or to refrain from joining, representative associations of their choice and to bargain collectively.
- 2.2. An employee's choice to form or join an association will not compromise their equal treatment at work.
- 2.3. Where the right to freedom of association and collective bargaining is restricted under law, ofi shall develop alternate internal processes for collaborating with employees in managing workplace affairs.
- 2.4. ofi shall conduct training of managers, supervisors, and worker representatives on applicable definitions, rights and procedures regarding Freedom of Association and Collective Bargaining, in relation to each applicable local jurisdiction.

3. Monitoring and Recordkeeping

- 3.1. ofi shall maintain records of the total number of its workforce who are:
 - 3.1.1. Members of a trade union; or
 - 3.1.2. Subject to a collective bargaining agreement.
- 3.2. ofi shall maintain records of the total number and types of awareness training conducted by ofi in relation to Freedom of Association and Collective Bargaining.
- 3.3. ofi shall maintain records of the operations and suppliers in which workers' rights to exercise Freedom of Association or Collective Bargaining may be violated or at significant risk either in terms of:
 - 3.3.1. the type of operation (such as manufacturing plant) and supplier; or
 - 3.3.2. countries or geographic areas with operations and suppliers considered at risk.
- 3.4. ofi shall maintain records of any local measures taken by ofi intended to support rights to exercise Freedom of Association and Collective Bargaining.



Annex 1

Standard Maturity Levels

Fair Employment Standard I

1. Standard Maturity Levels

- 1.1. Level 1
 - 1.1.1. Under no circumstances whatsoever, shall ofi:
 - 1.1.1.1. Employ any Child or allow any Child to work;
 - 1.1.1.2. Expose any Young Worker to hazardous work; or
 - 1.1.1.3. Use any Forced Labor.
 - 1.1.2. All managers and supervisors shall be responsible for enforcing this policy.
- 1.2. Level 2
 - 1.2.1. All Contractor and Subcontractor businesses engaged by ofi shall be required, in relation to their workforce, to:
 - 1.2.1.1. Enforce the same rules referred to at 4.1 above, as a precondition for ofi engaging their services;
 - 1.2.1.2. Enact and maintain defined mechanisms, systems and processes for monitoring their compliance with the rules referred to at 4.1 above, and shall ensure that they conduct regular audits to monitor their compliance.
- 1.3. Level 3
 - 1.3.1. All business partners, vendors, suppliers and contributors to the ofi supply chain shall be required to:
 - 1.3.1.1. Comply with 4.2.1 above, in relation to their own workforce, and as a precondition for ofi engaging their services;
 - 1.3.1.2. Enact and maintain defined mechanisms, systems and processes for monitoring their compliance with the rules referred to at 4.1 above, and shall ensure that they conduct regular audits to monitor their compliance.

Fair Employment Standard II

2. Standard Maturity Levels

- 2.1. Level 1
 - 2.1.1. ofi shall adhere to applicable local labor laws relating to maximum number of working days, standard working hours and overtime hours.



2.1.2. Each ofi workplace shall have a readily accessible written process for ensuring a safe and healthy work environment.

2.2. Level 2

2.2.1. All ofi employees shall be provided with a written, understandable, and legally binding employment contract before they begin their employment.

2.2.2. Each ofi workplace shall have a written and clearly defined grievance resolution mechanism.

2.2.3. Each ofi workplace shall have a defined mechanism, system and process for monitoring compliance by ofi labor contractors, and shall conduct regular audits of such compliance.

2.3. Level 3

2.3.1. All ofi employees shall have access to materials that informs them about Human Rights, and their rights and entitlements under applicable local employment regulations

2.3.2. ofi shall ensure that specific measures are taken to welcome employees returning after a long leave due to parental leave, and shall ensure that measures are in place for their assimilation in the workplace

Fair Employment Standard III

3. Standard Maturity Audit Level

3.1. Level 1

3.1.1. ofi shall comply with its local obligations regarding Minimum Wage and overtime rates.

3.2. Level 2

3.2.1. ofi shall pay employees' wages in compliance with the local customs and practices of that industry or sector.

3.3. Level 3

3.3.1. ofi shall ensure that a fair compensation system is in place for all workers, which recognizes workers' respective qualifications, skill and experience and which recognizes and rewards them for their performance via financial and non-financial benefits or incentives.

Fair Employment Standard IV

4. Standard Maturity Audit Level

4.1. Level 1

4.1.1. ofi is an equal opportunity employer and does not permit discrimination against any minority group in any of its internal processes or benefits, such as recruitment, promotions or wages.



- 4.2. Level 2
 - 4.2.1. ofi shall maintain specific measures to promote Diversity in the workplace.
 - 4.2.2. ofi shall ensure that reasonable allowances are made for accommodation of employees with specific needs e.g. caring for infants/young children or those with disabilities.
- 4.3. Level 3
 - 4.3.1. ofi shall make reasonable accommodation for employees with special needs, such as ease of access for those with disabilities, or those needing special equipment for facilitating their productivity.

Fair Employment Standard V

5. Standard Maturity Audit Level

- 5.1. Level 1
 - 5.1.1. All employees shall have access to sufficient and hygienic source for food and water during their working hours.
- 5.2. Level 2
 - 5.2.1. All employees shall have a separate, clean and hygienic space provided for consumption of food at the workplace.
 - 5.2.2. ofi shall make reasonable adjustments to ensure that the needs of employees with specific needs are taken care of e.g. pregnant women, those having medical condition or those involved in physical labor.
- 5.3. Level 3
 - 5.3.1. ofi shall ensure that its employees are educated on the importance of hygiene.
 - 5.3.2. ofi shall ensure that its employees are educated on the importance of nutritious and healthy food habits ensuring intake of major essentials like carbohydrates, proteins and minerals.

Fair Employment Standard VI

6. Standard Maturity Audit Level

- 6.1. Level 1
 - 6.1.1. Employees have the right to join, or to refrain from joining, an association representing their collective interest without threat of intimidation or victimization.
- 6.2. Level 2
 - 6.2.1. ofi shall provide each workers' association with the facilities and time to carry out their Freedom of Association activities.
 - 6.2.2. ofi shall form Joint Consultative Councils to promote regular interaction with the association and site management representatives.
- 6.3. Level 3
 - 6.3.1. ofi shall establish social dialogue on all aspects of work with its employees.