

MINISTRY PAPER No. 10 – 2019

Use of Non-Disclosure/Confidentiality Clauses by Public Sector Boards in Settlement Agreements relating to Human Resource / Personnel Matters

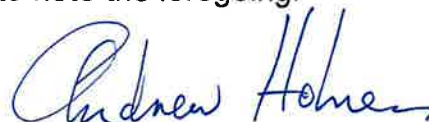
The House is invited to note the outcome of deliberations of the Cabinet at its meeting on 11 February 2019 on the use of non-disclosure / confidentiality clauses in relation to Human Resource (HR) / personnel matters.

The inclusion of non-disclosure / confidentiality clauses in contracts entered into by public sector Boards has become controversial against the backdrop of Petrojam Limited's settlement agreement with its former HR Manager. Delivering on the commitment made, following the request of Parliament for the relevant information, and in advancing the Government's commitment to transparency, the Cabinet has agreed to table the settlement agreement and supporting documents concerning the matter.

The Cabinet has also taken the following policy decisions:

1. If considered necessary to include a non-disclosure / confidentiality clause, when negotiating a settlement agreement for HR / personnel matters, the public sector Board should ensure that the form of the clause does not fetter the (power of) Parliament, any court or any lawful request under any Act, to obtain the information being protected;
2. In a settlement agreement relating to HR / personnel matters, the final settlement amount or value should not be the subject of any non-disclosure / confidentiality clause; and
3. When considering a settlement agreement relating to HR / personnel matters, public sector Boards should not proceed with non-disclosure clauses without the matter being brought to the attention of the relevant portfolio Minister.

The Honourable House is asked to note the foregoing.



Andrew Holness, MP
Prime Minister
12 February 2019

CHRONOLOGY OF SEPARATION OF HRDA MANAGER

1. The legal advice was that an employer MUST comply with the requirements of Section 22 of the Labour Code (the "Code") prior to terminating the employment of any employee. The section is applicable irrespective of whether a policy or the employment contract provides for summary dismissal or whether there has been gross misconduct on the part of the employee. Section 22 of the Code requires, inter alia, that the employer: (i) put in writing the issues that the employee must respond to; (ii) invite the employee to a disciplinary hearing to state his/her case and indicate that the employee can bring a representative (this is interpreted to mean that an employee may attend with an attorney-at-law); and (iii) provide for a right of appeal from the decision of the employer. This process is also prescribed in the Ministry of Finance and the Public Service Disciplinary Policy for Public Bodies (the "Disciplinary Policy") and it was this Policy which guided the disciplinary process.

Failure to comply with these requirements would mean that even where the employee may have been guilty of the charges laid and as a consequence is terminated, the Industrial Disputes Tribunal (the "Tribunal") is empowered to overturn the dismissal on the basis that it is unjustifiable. Where a finding of unjustifiable dismissal is made the Tribunal has the right to order either reinstatement, compensation or both reinstatement and compensation. There are no guidelines for how compensation is determined but normally awards are based on "time out" which would be the time between the date of dismissal and the date of award. Typically the entire process up to the Tribunal can last about 2 years.

2. The company sought legal advice from Samuda & Johnson and Angela Robertson.
3. In keeping with the Disciplinary Policy disciplinary charges were laid against Mrs. Ramharrack pursuant to a letter dated August 24, 2018. The charges covered breaches of the Company's policies, dishonesty, gross negligence and incompetence.
4. Hearing dates were initially set for September 10-14 2018. These dates were postponed based upon a request made by Mrs. Ramharrack who had indicated that her legal representatives were not available to attend on those dates. The hearing dates were rescheduled for October 26, 29, and November 1, 2018.
5. The scheduled date of November 1, 2018 was cancelled due to the unavailability of Mrs. Ramharrack's Attorney. The confirmation of further dates experienced difficulty. This was due to the problem of agreeing dates which were convenient to the panel members and the Attorneys for the parties.
6. On October 22, 2018 a proposal for settlement was made by Mrs. Ramharrack's Attorney to include an appropriate release and discharge and a confidentiality agreement. Settlement discussions took place on October 25, 2018. The terms proposed by Mrs. Ramharrack's attorney

were for her to resign in exchange for two (2) years' salary and outstanding benefits and entitlements. The parties were unable to agree and the matter proceeded on October 26 and 29 2018.

7. Mrs. Ramharrack was not sent on leave because the MOFPS Disciplinary Policy provides that *“ Under no circumstance should an employee be sent on vacation leave pending the outcome of an investigation or enquiry. If it is necessary that the employee be removed from the organization to facilitate the conduct of the investigation then the employee should be interdicted or suspended with pay.”*The legal advice was that interdiction or suspension could be viewed as the imposition of a penalty prior to a ruling being issued by the disciplinary panel. The advice was that this could give rise to a successful claim at the IDT for procedural breach. Also, the advice was that Mrs. Ramharrack's presence in the office did not appear to be an impediment to the investigations.
8. A Settlement Agreement was signed on Wednesday, November 14, 2018 and approved on Thursday, November 15, 2018.
9. The first draft of the Auditor General's report was provided to the General Manager on Friday, November 16, 2018. The Auditor General's report highlighted the following in respect of the HR Manager:
 - (i) The HR Manager did not possess the required post graduate degree.
 - (ii) The employment letter dated January 30, 2017 was amended to increase salary from J\$10.58M to J\$12.98M and to waive the probationary period of 4 months.
 - (iii) The decision by the HR Manager to overturn the decision of the interview panel to reject the engagement of the person who was hired as VDU project director without justification illustrated a deficiency in Petrojam's recruitment process.
 - (iv) The engagement of the HR Manager's sibling after rejection by an interview panel was an explicit act of nepotism.The legal advice was that the findings of the Auditor General did not waive the obligation on the part of the Company to comply with Section 22 of the Code.
10. A cost benefit analysis was prepared internally in consultation with external counsel. The analysis compared the settlement amount (J\$10,079,608.00) to the costs to continue the hearing and a potential IDT award totaling (J\$35,507,853.00)
11. Payments totaling the sum of J\$ 4,189,328.87 were made pursuant to the Settlement Agreement were made in two installments. The first installment was made on Friday, December 7, 2018 in the sum of J\$3,500,416.23 and the second on Monday, December 10, 2018 in the amount of J\$688,912.64. These payments were made directly to Mrs. Ramharrack's Attorney.
12. The Ministry of Finance indicated that the settlement agreement was an internal matter which did not require its approval.

SETTLEMENT AGREEMENT

BETWEEN

MRS. YOLANDE RAMHARRACK

AND

PETROJAM LIMITED

PREPARED by SAMUDA & JOHNSON, Attorneys-at-law of 15 Trinidad Terrace, , Kingston 5 in the parish of St. Andrew.

SETTLEMENT AGREEMENT

This Settlement Agreement (the "**Agreement**") is made this ¹⁴ day of November, 2018

BY AND BETWEEN:

1. **MRS. YOLANDE RAMHARRACK** _____
_____ (hereafter referred to as "YR"); and
2. **PETROJAM LIMITED** of 96 Marcus Garvey Drive, Kingston 15 (hereafter referred to as "Petrojam") and together referred to as the "**Parties**".

WHEREAS:

- A. YR is currently employed to Petrojam as the Manager, Human Resource Development and Administration; and
- B. The Parties have pursuant to amicable discussions agreed to a mutual separation;

THE PARTIES AGREE AS FOLLOWS:

1. **Terms of the settlement**

- 1.1 The Parties have agreed that the matter is capable of being settled in accordance with the following terms. The Parties acknowledge and agree that the terms and conditions of this Settlement Agreement is subject to the review of the Chairman of the Board of Petrojam ("Board approval"):
 - 1.1.1 a payment of a sum by Petrojam to YR representing **EIGHT MONTHS' TOTAL COMPENSATION** comprising **Basic Salary, Company Contribution to Savings, Duty Allowance, Discomfort Allowance,**

YER
N

Transportation & Subsistence and any applicable Retroactive Payments
less any applicable statutory deductions;

- 1.1.2 a salary payment to YR's salary account for the month of November, 2018 which may be prorated;
 - 1.1.3 the payment of an incentive performance payment to YR, in keeping with Petrojam's Productivity Incentive Policy, after an evaluation of YR by Petrojam's General Manager ("GM") . This evaluation is to take place by or before the 23rd of November, 2018;
 - 1.1.4 the payment to YR of any outstanding vacation accrued but not used;
 - 1.1.5 the payment to YR of the balance of any funds due to YR held in Petrojam's Savings Plan, to include contributions made by Petrojam and YR; and
 - 1.1.6 Petrojam will facilitate the refund of all pension contributions made by YR. Petrojam agrees that the requisite documentation which falls under its control it will provide to YR on or before the 7th of December, 2018.
- 1.2 This Agreement is in full and final settlement of all matters and/or claims that the Parties may have against each other, and in the case of Petrojam against its directors or employees or any affiliate, subsidiary or related company to Petrojam (the "**Released Matters**") arising from YR employment with Petrojam.

2. Deductions and Payments

2.1 The Parties agree that the following shall be deducted prior to any payment to YR:

Deduction	Amount \$
Car Rental	44,880.31
Savings Loan	454,524.40
Car Loan	5,413,404.23

Vacation Advance	13,333.28
Major Maintenance Loan	3,651.29
Total	5,929,793.51

plus any amounts owed for Petroleum product rebates, excess CUG telephone charges and salary advances.

- 2.2 The Parties agree and it is understood that any payment due to YR will be subject to a verification done by Petrojam's internal auditor, which verification shall be concluded to facilitate payment as indicated in sub-clause 2.3.
- 2.3 The Parties have agreed that any balance due to YR will be credited to the following account on or before the 7th of December 2018 :

2.4 The Parties covenant and agree that they will not directly or indirectly commence, maintain, file, prosecute, pursue, or unless required by the State or a Court, participate in any proceeding, claim, demand, cause of action, suit, charge, grievance or complaint against the other relating in any way to the Released Matters.

3. Board Approval, Resignation and Recommendation

- 3.1 YR agrees that upon receipt of confirmation of Board approval she shall immediately present her letter of resignation to the GM and the contents of which letter shall be limited to a tendering of immediate resignation. In the event that Board approval is not obtained by the 23rd of November, 2018, or by any later date which the Parties have agreed in writing, then this

Well
W

Agreement shall be null and void and the parties shall be released from their respective obligations contained in this Agreement.

3.2 Petrojam agrees that in exchange for the letter of resignation detailed in sub-clause 3.1 herein it shall issue a letter of recommendation to YR in triplicate limited to stating her tenure, indicating YR's date of resignation and the fact that she has resigned.

4. Discontinuance of Disciplinary Proceedings

4.1 Petrojam agrees that upon receipt of the letter of resignation referred to at sub-clause 3.1 it shall immediately take steps to cause the discontinuance of the disciplinary proceedings which have been initiated against YR.

5. Confidentiality

5.1 This Agreement shall be kept in strict confidence and the Parties shall not disclose any information which relates in any way to the existence of this Agreement, the terms of this Agreement, the negotiations leading to this Agreement, or the subject matter of this Agreement, save as may be ordered by the Supreme Court of Judicature of Jamaica.

6. Voluntary Execution & Signing Authority

6.1 This Agreement is executed voluntarily and without any duress or undue influence on the part of or on behalf of the Parties hereto.

6.2 The Parties acknowledge that:-

- (a) they have read this Agreement;
- (b) they have been represented in the preparation and negotiation of this Agreement by legal counsel of their own choice;
- (c) they understand the terms and consequences of this Agreement and the releases it contains; and

JCH
5

(d) they are fully aware of the legal and binding effect of this Agreement.

6.3 The signatories to this Agreement are duly authorized to sign on behalf of the respective Parties.

7. Entire Agreement

7.1 This Agreement constitutes the entire agreement between the Parties and supersedes any and all previous agreements. None of the Parties shall seek to re-open or set aside this Agreement on the grounds that this Agreement is void or voidable on the basis that any of the Parties in the future has become aware of any mistake of law (including any such mistake arising as a result of a subsequent change in the law, which shall include a settled understanding of the law which is subsequently departed from by judicial decision) or any mistake of fact in any way whatsoever connected with or related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8. Miscellaneous

8.1 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional action, which may be necessary to and appropriate to give effect to the basic terms of this Agreement.

8.2 This Agreement may not be amended or modified by oral representation made before or after the execution of this Agreement. All amendments and modifications to this Agreement must be in writing and duly executed by each of the Parties.

8.3 This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

YCK
W

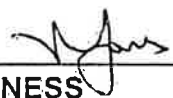
8.4 This Agreement is not an admission of any liability by any Party but is a compromise, and nothing contained in this Agreement shall be deemed, construed, or treated in any respect as an admission or representation by any Party hereto of any fact, allegation, liability, or obligation of any kind for any purpose other than the express undertakings in this Agreement.

8.5 This Agreement and all issues arising hereunder shall be governed by the laws of Jamaica.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date written above.



YOLANDE RAMHARRACK




WITNESS

SIGNATURE OF WITNESS

Date :

Signed for and on behalf of Petrojam Ltd.

By: 

General Manager

Date:

Summary of Legal Fees April 2018 - Feb 2019

Items	J\$	Particulars
General Legal Fees	3,425,050.35	Legal opinions, civil and commercial matters
Labour Relations	5,580,181.80	Employee claims, union matters
Total	<u>9,005,232.15</u>	

Items	US\$	Particulars
Hogan Lovells - JEP	2,269.50	Commercial claims, contracts & opinions
Hogan Lovells - RUP EPC	138,980.77	Contracts
Hogan Lovells - EXEC ORDER	16,430.77	Legal Opinion
Total	<u>157,681.04</u>	

Legal Fees for Yolande Ramharrack Disciplinary Hearing

Legal Fees	2,231,283.80
Panel	2,286,125.00
Total	<u>4,517,408.80</u>

J\$



PETROJAM LIMITED

SERVING JAMAICA'S ENERGY NEEDS

P. O. Box 241, 96 Marcus Garvey Drive, Kingston 15, Jamaica, W.I.
Telephone: (876) 923-8611-5 / 923-8814-8 Fax: (876) 923-5698
E-mail: pjsys@cwjamaica.com

January 30, 2017

Ms. Yolande Ramharrack
Lot 908, 25th Avenue
West Cumberland,
St Catherine.

Dear Ms. Ramharrack:

We are pleased to offer you employment at Petrojam Limited on the following terms and conditions:

- (a) Our obtaining references satisfactory to us from your referees.
- (b) Your providing us with copies of the certificates for all your formal qualifications.
- (c) Your being passed as fit after a full medical examination by an approved medical practitioner; this must be undertaken within 1 month of signing this letter.
- (d) Your being free from any contractual restrictions preventing you from accepting this offer; and
- (e) Pre-employment substance testing and your agreeing to random testing during employment.

POSITION

Manager, Human Resource Development and Administration

CATEGORY

M1

COMPENSATION PACKAGE

Your monthly compensation will comprise of the following:

a) Basic or Pensionable Salary	- \$ 842,716.00
b) Transp. & Subsistence (Non-Taxable)	- \$ 111,802.00
c) Duty Allowance	- \$ 57,802.00
d) Company Contribution to Savings (non-pensionable)	- \$ 69,103.00
Total Monthly Compensation	- \$ 1,081,423.00
Annualized	- \$12,977,076.00

DIRECTORS: Dr. Perceval Bahado-Singh (Chairman), Richard Creary, Harold Malcolm, Jesús Sánchez,
César Milano, Carlos Rauseo, Tamara Robinson (Corporate Secretary), Floyd Grindley (General Manager)

FC

Future increases in compensation will be implemented in accordance with the Company's compensation programme, the Performance Appraisal System and on the recommendation of the Department Manager and are subject to the guidelines received from the Ministry responsible for the Public Service from time to time ("MPS")

LOCATION

Your primary place of engagement will be at Petrojam's Refinery. However, Petrojam Limited reserves the right to assign you to any of its operating locations in Jamaica, as the need arises under similar terms and conditions as your current employment. Failure to accept such change in -placement location will constitute a breach of this contract and Petrojam Limited reserves the right to terminate your contract of employment forthwith for any such breach.

DUTIES AND RESPONSIBILITIES

It is expected that you will carry out your job functions in a professional manner and in accordance with the Company's operational standards. Your duties and responsibilities are as outlined in the Job Description which is attached in the schedule hereto and, which may be amended from time to time, and as advised by your assigned Supervisor and the Department Manager.

- You will be required to undergo training prescribed and arranged by the Company as part of its Employee Development Programme.
- You will be required to respond to emergency situations in keeping with your training and experience.
- You will be required to work effectively with other employees in achieving the stated objectives of your Department and of the Company.

EFFECTIVE DATE

The effective date of employment is February 13, 2017

ORIENTATION

You will be required to successfully complete the prescribed Orientation & Safety Training Programme.

PROBATION

Based on the General Manager's request, your probationary period has been waived.

However, you are required to undergo an extensive Orientation Program (approximately one month).

~~UNIT LETTER - MANAGEMENT PLAN~~

Additionally, should either party wish to terminate the contract of employment, notice in accordance with your contractual terms is required. We reserve the right to make a payment in lieu of such notice. You are required to give no more than the stated contractual notice or where that is less than the stated statutory notice the stated statutory notice. We shall have no obligation to compensate you for notice given in excess of the requisite period.

In light of your Probationary Period being waived, you will be placed on the Permanent Staff of the Company with effect from February 13, 2017.

NORMAL WORKING HOURS

Normal working hours will be 8:00AM to 4:30PM for a forty (40) hour work week. You may, however, be required to work overtime, weekends, Public Holidays or to work on shift, or a flexible work week, as determined by your Supervisor or the Department Manager.

In your capacity as Manager, Human Resources Administration and Development, you will not be eligible to receive overtime payments.

DRESS CODE

You will be required to dress appropriately while at work and to wear Personal Protective Equipment ("PPE") when required to do so. Should you fail and/or refuse to wear the PPE we will not be liable to compensate you for any injuries suffered by you as a consequence of the same.

EMPLOYEE BENEFITS

The General Manager, in accordance with MPS has approved the implementation of certain employee benefits. These may be changed or modified to comply with applicable Government regulations and any directives from MPS or circumstances related to the profitability or viability of the Company.

1. Savings Plan

The Company's Savings Plan ("the Plan") in which you will be able to contribute up to a maximum of ten percent (10%) of your base monthly salary to your account in the Plan. The Company shall, on an annual basis, make contributions in accordance with the terms and conditions of the Plan in existence from time to time. Participation in the Savings Plan is optional.

2. Medical Insurance

Basic and Major Medical Insurance which currently provides coverage including but not limited to Optical, Dental and Prescription Drugs as amended from time to time will be provided for you and your dependents at prevailing costs. You must however advise the Company of and provide the required information and documents for your dependents.

your dependents at prevailing costs. You must however advise the Company of and provide the required information and documents for your dependents.

3. Group Life Insurance, Accidental Death & Dismemberment and Disability

Coverage under the Group Life Insurance Plan during your employment by virtue of which your designated beneficiary will receive whilst an employee, thirty six (36) months' pay with an additional thirty six (36) months' pay in the event of accidental death. The provisions of the disability plan shall apply to you in respect of absences due to illness and in accordance with the rules of this Plan.

4. Pension Plan

Participation in the Petrojam Pension Plan is compulsory and requires that you contribute 5% of your Basic (Pensionable) Salary. The Company contributes 7.5%. You may also make a voluntary contribution of up to 7.5% of Basic (Pensionable) salary, the benefit of which is set out in the Trust Deed and Rules as amended from time to time.

5. Vacation Entitlement

On completion of twelve months service, beginning on the Effective Date, you will be eligible for vacation leave in accordance with Company Policy, as amended from time to time and the provisions of the Holidays with Pay Order.

- 3 weeks after the first year of service
- 4 weeks between 8 and 15 years
- 5 weeks for 15 years and over

6. Education Assistance (Scholarship) Programme- For Children of Employees

The Education Assistance Programme (Scholarship) for children of employees in accordance with the Policy as amended from time to time.

7. Education Refund Programme

The Company's Educational Refund Programme for approved courses in accordance with Company Policy and applicable Government Guidelines, including your agreement to comply with the terms of the applicable policy in place from time to time.

8. Rebate on Products Produced by the Company

(a) You will receive a rebate on all receipted purchases such as LPG for personal use by you, as set out in the Company's Policy in relation to Product Rebate Provision as amended from time to time.

Gasoline

- (b) Where a station is located on premises Gasoline may be accessed from the station in accordance with the applicable rules and guidelines as amended from time to time.

9. Canteen Policy

A subsidized meal is provided in accordance with Company policy as amended from time to time.

10. Motor Vehicle Loan

The Automobile Plan in accordance with the terms of the Automobile Policy which cover the purchase of an automobile and as amended from time to time.

In order to secure the Company's interest, a lien, in favour of the Company shall be registered on the title.

Productivity Incentive Program

The Productivity Incentive Program is a part of the Company's Strategic Plan aimed at realizing the Company's Vision of being a World Class Organization by creating a high level of motivation for its employees as they work towards achieving the objectives of the Plan.

The payment is a taxable cash award to employees who have participated in the Company's achievement of its budgeted profit target. There is no incentive payment when the profit threshold (75% of budgeted profit) is not achieved. The details of the Plan are contained in the related Policy Document as amended by the Company from time to time.

11. Deductions

The Company reserves the right in its absolute discretion to deduct from your salary any sums which you may owe the Company including without limitation, any repayment on loans made to you by the Company or losses suffered by the Company as a result of your negligence or breach of the Company rules and regulations as it relates to policies and procedures rules and regulations of the Company.

COMPANY RULES AND PROCEDURES

SAFETY PROGRAMME

You are required to act in a safe manner and to comply with the Company safety rules at all times. An unsafe act by you could impact negatively on you, your co-workers and the organization and will be deemed to be negligence and you will be liable to be disciplined in accordance with the Disciplinary Code or as deemed fit by Management.

You will be provided with an Identification Badge. The Badge must be worn at all times while on the premises. The loss of the Badge must be reported immediately to your supervisor and to the Security Manager. There will be a nominal cost for replacement.

EMPLOYMENT OF RELATIVES

The Company may, in its absolute discretion, consider employment applications of employees' relatives, excluding spouses (formal or informal), parents and siblings, on such terms as it deems fit. However, they will not be given any particular preference in employment, but will be considered along with other candidates on the basis of qualifications and Company standards.

The Company will not assign an employee to a position in which he or she will be, or may become in the foreseeable future, either the supervisor or direct subordinate of a relative.

CODE OF CONDUCT

In order to maintain harmony, safety and productivity at the workplace, employees are expected to conduct themselves in a manner that promotes these objectives and to respect and to uphold the Company's Values.

Employees are expected to refrain from behaviour that may be disruptive, or that may be offensive to fellow employees.

Employees are expected to show courtesy and respect to others whether contractor, visitor or employee (regardless of their position in the Company).

BUSINESS ETHICS & CONFLICT OF INTEREST

The policy of Petrojam Limited is one of compliance with all laws and regulations applicable to its business.

It is a condition of employment that each employee does not contravene this policy. Further, it is required that each employee conducts his affairs according to the highest ethical standards; avoiding all activities which are or may be perceived as questionable, or in conflict with the Company's interests or business, or contrary to the Company's Policies and Rules or in contravention of Government laws and regulations, whatever their status in strict legal terms.

It is considered to be in conflict with the Company's interest and a violation of trust if an employee and/or his or her family have an interest in any organization or individual doing business with Petrojam Limited, without the prior knowledge and written approval of Petrojam's General Manager. It is the obligation of the employee to advise the General Manager in writing should any such situation exist.

The Company reserves the right in its absolute discretion to do the following:

- (a) **Suspend:** you from work whether for investigatory or disciplinary purposes with or without pay by notice in writing to this effect.
- (b) **Transfer:** you whether by way of promotion, demotion, laterally or from one location to another or for disciplinary reasons

17

TERMINATION AND NOTICE PERIOD

We may at our sole and absolute discretion terminate your contract of employment at any time and with immediate effect notifying you that we are exercising our right under this clause and will make you a payment in lieu of notice within two (2) weeks of such notification. Payment in lieu of notice shall be made utilizing basic pay only.

For the avoidance of doubt, payment in lieu of notice shall not include any element in relation to:

- (a) any bonus or commission payments that might otherwise have been due during the period for which the payment in lieu is being made;
- (b) any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made; and
- (c) any payment in respect of any holiday entitlement that would accrue during the period for which payment in lieu is made.

TERMINATION WITHOUT NOTICE

We may also terminate your contract of employment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:

- (a) are guilty of any gross misconduct affecting the business of the Company or any associated company;
- (b) Commit any serious or repeated breach or non-observance of any of the provisions of this agreement or refuse or neglect to comply with any reasonable and lawful directions of the Company, or your supervisor at the Company;
- (c) are, in the reasonable opinion of the Management, negligent and/or incompetent in the performance of your duties;
- (d) are declared bankrupt or make any arrangement with or for the benefit of your creditors;
- (e) are charged with any criminal offence (other than an offence under any road traffic legislation in Jamaica or elsewhere for which a fine or non-custodial penalty is imposed);
- (f) become of unsound mind;

- (g) are guilty of any fraud or dishonesty or act in any manner which in the opinion of the Company brings or is likely to bring yourself or the Company into disrepute or is materially adverse to the interests of the Company;
- (h) are in breach of the Company's policies and procedures or standards required for the operation of the Company;
- (i) are guilty of a serious breach of any rules issued by the Company from time to time regarding the Company
- (j) provide any false information to the Company whether about your qualifications or otherwise;
- (k) fail any random substance testing during employment;
- (l) commit any breach of confidentiality;
- (m) are guilty of any serious professional misconduct, neglect of your duties or any act which might bring the Company or yourself into disrepute.

The rights of the Company under the above clause are without prejudice to any other rights that it might have at law to terminate your contract of employment or to accept any breach of this agreement by you as having brought your contract of employment to an end.

Any delay by the Company in exercising its rights to terminate your contract of employment shall not constitute a waiver thereof.

ACCEPTANCE OF GIFTS

You shall not without prior written consent of the General Manager accept any gift and/or favor of whatever kind from any customer, client or supplier of the Company, its subsidiaries or associated companies or any prospective customer, client or supplier of the Company, its subsidiaries or associated companies.

MEDIA

Save and except as required pursuant to your duties and responsibilities set out in your job description you are prohibited from communicating with the media of whatever kind in relation to information concerning the Company, its employees, its independent contractors without the express written approval of the General Manager. Failure to observe this rule shall warrant the immediate termination of your contract of employment.

ADDITIONAL INFORMATION

Further explanation on compensation, benefits and Company Policies and procedures may be obtained from the Human Resource Development and Administration Department.

On commencement of employment, the following will be required:

- a) NIS & TRN Numbers
- b) Original Income Tax Certificate (P45) from previous employer
- c) A recent passport size photograph
- d) Savings account (Commercial Bank) number for the lodgment of monthly salary.

THE ENTIRE AGREEMENT

This document constitutes the entire agreement between the company and yourself along with the Company's Policies, Petrojam Safety Rules and any other rules inclusive of disciplinary rules which the company may institute from time to time.

If you are in agreement with the terms and conditions of this contract of employment, please indicate your acceptance by signing in the space provided and returning the original of this letter.

Yours truly
Petrojam Limited



Floyd A. Grindley
General Manager

Date: 1/2/17

Accepted: 
Yolande Ramharrack

Date: February 2, 2017

POLICY/PROCEDURE: **PRODUCTIVITY INCENTIVE**

EFFECTIVE DATE: **October 2006** LAST REVISION: **April 2001**

CONTENTS

1.0 POLICY STATEMENT..... 2

2.0 ELIGIBILITY..... 2

3.0 DEFINITIONS..... 3

 3.1 Productivity Incentive..... 3

 3.2 Profit..... 3

 3.3 Compensation..... 3

 3.4 Weighted Average Salary..... 3

 3.5 Earnings for the Year..... 3

 3.6 Base Pool..... 3

4.0 GUIDELINES & PROCEDURES..... 3

 4.1 Performance Rating..... 3

 4.2 Incentive Pool..... 5

5.0 PROCEDURE..... 5

 REVISIONS..... 6

 UPDATE HISTORY..... 6



POLICY/PROCEDURE MANUAL - HRD

POLICY/PROCEDURE: **PRODUCTIVITY INCENTIVE**

EFFECTIVE DATE: **October 2006** LAST REVISION: **New - April 2001**

APPROVED: Winston Watson, Managing Director DATE: 24/05/08

1.0 POLICY STATEMENT

1.1 The Company is committed to motivate all its employees to higher levels of performance with the aim of increasing its profitability and viability. It is also committed to creating opportunities for its employees to share in the financial benefits achieved through genuine and measurable efficiency and productivity gains, as well as to reward the positive results of teamwork.

1.2 The Productivity Incentive Programme is a companion program to the Job Evaluation Exercise.

2.0 ELIGIBILITY

3.1 Regular employees who have successfully completed their period of Probation.

3.2 Employees on Probation, Temporary and Contract employees are not eligible to participate in the Plan.

3.3 Employees terminated for reasons other than 'for Cause', are eligible for the period of their employment that the Plan is in effect.

3.4 Employees terminated 'for Cause' are not eligible to receive the benefits of the Plan.

3.0 DEFINITION

The definitions of terms used to develop and determine the Incentive are as follows:

- 3.1 **Productivity Incentive:** This is a taxable cash award to employees who have participated in the Company's achievement of its budgeted profit target. There is no Incentive when the profit threshold (75% of budgeted profit) is not achieved.
- 3.2 **Profit:** The profit target is a budgeted at the beginning of the fiscal year.
- 3.3 **Compensation:** Annual compensation is as determined by the Job Evaluation Exercise. Applicable compensation for determination of the Incentive is actual earnings for the year. Overtime earnings are not included.
- 3.4 **Weighted Average Salary:** Time weighted salary for the fiscal year.
- 3.5 **Earnings for the Year:** Weighted average salary multiplied by the percent of the year for which the employee was employed.
- 3.6 **Base Pool:** Sum of all employees' earnings for the year divided by 12 (i.e. one month's payroll).

4.0 GUIDELINES & PROCEDURES

4.1 **Performance Rating:**

4.1.1 Fifteen (15) Performance Criteria or Measures have been developed and allocated to the eight (8) Departments. The criteria are as follows:

- i) **Local Market Share:** Petrojam's non-export sales as a percentage of total Jamaica demand.
- ii) **Export Sales Volume:** Non-local US\$ sales volumes as a percentage of target.
- iii) **Customer Satisfaction Index:** Level of Customer satisfaction as measured from annual customer satisfaction surveys.
- iv) **Gross Margin:** Product values less raw material landed costs.

- CONFIDENTIAL
- v) **Other Controllable Expenses Per Bbl. of Sales:** Total controllable operating expenses, less maintenance expenses divided by Sales.
 - vi) **Maintenance Expenses per Bbl of Sale:** Total controllable maintenance expense divided by Sales.
 - vii) **Supply Reliability Index:** Incorporates instances of product non-availability over one (1) day and the degree of impact of product.
 - viii) **Operational Availability:** Number of days the Pipestill is in operation as a percentage of the total number of days in the year.
 - ix) **Energy Intensity Index:** Ratio of actual energy consumed to the standard energy consumption.
 - x) **Oil Loss:** Oil loss as a percentage of sales.
 - xi) **Productivity:** Net crude throughput as a percentage of target throughput.
 - xii) **Safety Index:** Incorporates number of incidents occurring over the previous year and the severity and costs of these incidents.
 - xiii) **Environmental Protection:** Extent to which the company complies with the nine applicable NRCA environmental regulations.
 - xiv) **Level of Receivables:** Past due receivables expressed as a percentage of total receivables.
 - xv) **Employee Satisfaction Index:** Level of employee satisfaction as measured by an annual Employee Satisfaction Survey.

4.1.2 Each criterion is **weighted** according to the individual department's contribution to or influence on that criterion. (See attached table).

4.1.3 **Performance Rating Tables** are developed for each Criterion which assigns a score of 0-10 based on the level of performance against each performance criterion.

- CONFIDENTIAL
- 4.1.4 A **Department Performance Score** is developed for each Department based on the assigned weight and the Performance Rating.
 - 4.1.5 Every regular Employee in a Department is given the same **Department Score**.
 - 4.1.6 This score is then coupled with the **Individual Performance Rating** as indicated by the Employee Performance Appraisal.
 - 4.1.7 The **Overall Score** for the Employee will be calculated – 60% Department score & 40% Employee appraisal score.
 - 4.1.8 The Employee's overall score will then be applied to the **Incentive Pool/ Fund**.
- 4.2 **Incentive Pool (Fund):** The Incentive Pool is self-funding as it is created from profit. The pool is capped at three months payroll.
- 4.2.1 **Base Pool:** The Base Pool is valued at one month's payroll when 100% of budgeted profit is achieved. It trips in at 75% of one month's payroll when 75% of the budgeted profit target is achieved and is prorated up to the achievement of 100% of budgeted profit. One month's payroll is included in the annual budget to accommodate the pool.
 - 4.2.2 **Additional Incentive Pool:** This pool is generated from profits earned above the budgeted profit target. It is created by taking 25% of the profit over budget and is capped at two months' payroll.

5.0 PROCEDURE

- 5.1 *Individual Performance Appraisals are conducted twice per year for the periods April to September (an Interim Report & Score) and for the full year ending in March. The appraisal reports, together with the individual scores are submitted to the HRD Department. They are reviewed, compiled and submitted for computation of the interim payment, if any, and the full year individual incentive payments, if any.*
- 5.2 Monthly reports on actual performance against the agreed Performance Criteria are submitted by Department Managers to the Strategic Planning Manager. These are compiled, and together with the department scores, are published on Notice Boards on a quarterly basis.

- [REDACTED]
- 5.3 Department scores are calculated as follows:
- i) Determining the rating for each criterion using the Rating Tables
 - ii) Multiplying the criterion weight by the rating to get a score for each measure
 - iii) Adding all the scores to get a total team score for the department
- 5.4 The employee's overall rating is determined by adding
- i) 60% of the Team or Department Score – (60% of 62 = 37.2)
 - ii) 40% of the individual Appraisal Score, computed as a percentage –
(3.38/5 x 100 x .40 = 27.0)
 - iii) Final Score = 37.2 + 27.0 = 64.2
- 5.5 The earnings for the period is determined by taking into account any salary changes that may have taken place during the period and the length of time worked during the period.
- 5.6 The available pool is divided among the eligible employees using a weighted average score consisting of the employee's overall score and the employee's earnings (without overtime) for the period.
- 5.7 An interim payment may be made at the discretion of the Managing Director, for the first six month's performance. This payment, if approved, would be paid in December.
- 5.8 The final payment for the period (April to March), if applicable, will be paid on receipt of the audited Company accounts.
- 5.9 Payments will be effected only after the computations have been checked, approved and audited.
- 5.10 Payments are subject to statutory deductions; will be made by cheque; and each will be accompanied by a statement outlining the scores and the actual payment.

Revisions: None

Updated:

Oct. 2006 – Reformatted
Sept. 2003
Oct. 2002
Apr. 2001

**PAY-OUT STATEMENT
YOLANDE RAMHARRACK
SEPARATION : NOVEMBER 22, 2018**

	J\$	J\$
1. Normal Termination Entitlements		
i. Performance Incentive 2017/2018	2,749,005.00	
ii. Vacation Pay 4 Days Unused Vacation	232,605.87	
iii. One Off - Turnaround Incentive	75,000.00	
iv. Company Additional Savings -4.2% (January 2018 -November 22, 2018)	468,475.85	
Salary Recoverable (amount paid for November 23- 30)	<u>(313,304.68)</u>	
TOTAL NORMAL TERMINATION ENTITLEMENTS		3,211,782.04
2. Negotiated Settlement		
i. Lump Sum Payment : Eight (8) Month's Salary <i>i.e. J\$1,131,378.02 @ 8 MONTHS</i>	9,051,024.13	
ii. Travelling Allowance (non-taxable)	<u>1,111,692.95</u>	
TOTAL NEGOTIATED SETTLEMENT		10,162,717.08
GRAND TOTAL : TOTAL PAYMENTS DUE BEFORE TAXES & DEDUCTIONS		<u>\$ 13,374,499.12</u>
3. Deductions		
<u>Statutory Deductions</u>		
NIS	3,125.00	
NHT	245,256.12	
Ed.Tax	275,842.83	
PAYE	<u>3,646,652.35</u>	
Total Statutory Deductions		4,170,876.30
		<u>9,203,622.82</u>
<u>Outstanding Loans & Obligations</u>		
Other Loan (Car Rental)	33,660.23	
Motor Car Loan	5,315,352.92	
Vacation Advance	9,999.94	
MOGAS (Petrol)	<u>11,174.81</u>	
	5,370,187.90	
Less ER Lump Sum Deduction i.e. less statutory deductions (This is Paid within Savings Payment)	<u>308,122.87</u>	
Total Deductions (outside of Statutory deductions)	<u>5,678,310.77</u>	5,678,310.77
<u>Less recoverable amount</u>		
Telephone Excess - Recoverable as per MOF Circular #8		-406,780.31
Applicable Mileage for Management Tier - (Recovery of Excess Paid)		<u>-16,000.00</u>
Net Salary Payment		<u>\$ 3,102,531.74</u>
Employees Savings (Amounts saved by Yolande Ramharrack in Employees Savings Plan)		\$ 1,086,797.13
Total Payments (***)		<u>\$ 4,189,328.87</u>
*** - NB: Paid as follows:		
Friday, December 07, 2018		\$ 3,500,416.23
Monday, December 10, 2018		\$ 688,912.64
		<u>\$ 4,189,328.87</u>



NIGEL JONES & COMPANY
Attorneys-at-Law

October 10, 2018.

- PARTNERS
Nigel W. Jones
Karolin Campbell-Jones
Kashina K. Moore
- ASSOCIATES
Allison Lawrence
Kristina Whyte
Janeve Williams
Traci-Lee Long
Shavell Skeel
Lione M.E. Chung
Jovell Barrett
- CONSULTANTS
Ayisha Richards

Petrojam Limited
96 Marcus Garvey Drive
Kingston 15

BY EMAIL & HAND
PRIVATE & CONFIDENTIAL

Attention: Mr. Winston Watson

Dear Sirs

Re: Mrs. Yolande Ramharrack

We have in hand your letter dated October 3, 2018 addressed to B&B University College Limited and which bears the caption "Re: Progress Report."

We also have in hand your Memorandum to our client dated September 26, 2018 which compelled a response from our client in relation to proof of her qualifications or a transcript indicating the status of her studies. You **threatened** our client indicating that you would invoke "the appropriate disciplinary process."

We have also seen an unfortunate newspaper Gleaner report (September 14, 2018-front page) quoting Permanent Secretary Audrey Sewell as saying.

"I have had discussions with the new board chairman and I have outlined the concerns. He is aware of them. I have also had discussion with the general manager for them to look at the matter to see how best it may be addressed and corrected."

It is clear from the foregoing that you have a mandate to remove our client from her position at Petrojam and that you have been acting in accordance with the dictates of external forces. We cite in support of this conclusion:

HEAD OFFICE:

Suite 11,
Winchester Business Centre,
15 Hope Road,
Kingston 10, Jamaica, W.I.
Tel: (876) 908-2207
(876) 908-0589
(876) 754-6745
(876) 754-9596
Fax: (876) 906-5404

BRANCHES:

Suite EU5, Whittier Village,
Ironshore, Montego Bay,
St. James
Tel: (876) 610-6889

Unit 88,
Portmore Pines Plaza,
Portmore, St. Catherine
Tel: (876) 610-6825

Suite 9, The Villa,
29-31 Main Street,
Mandeville, Manchester
Tel: (876) 610-6878

Suite #13
Eight Rivers Town Centre
Ocho Rios, St. Ann
Tel: (876) 610-8411

Suite #1 Bargain Village,
35 Main Street, May Pen
Clarendon
Tel: (876) 610-6787

E-mail: nigeljones@cwjamaica.com
Website: www.njcolaw.com



- 1) You convening disciplinary proceedings which coincide with the mandate given to you;
- 2) Your demand for information which our client is not obligated to provide;
- 3) Your contact with our client's educational institution without her permission;
- 4) Your threat to sanction our client for her delay in following your unreasonable and unlawful request; and
- 5) Your concoction of imprecise vague and baseless charges and your refusal to provide the basis for the charges and/or the material/documents being relied on by Petrojam.

We have reviewed our client's employment contract and we are satisfied that Petrojam has entered into a legally binding contract with Mrs Ramharrack and that the orchestrated tactics being employed by you and other parties are unfair, unlawful and amount to amongst other things, tortious harassment.

We are also of the view that the tactics being employed are designed to force our client to terminate her engagement with Petrojam.

We hereby put you on notice that:

- a) We object to the threats which you have been issuing to our client;
- b) We are of the view that any disciplinary procedure invoked or to be invoked by you is contaminated and biased, etc. and we advise that any prejudicial decision will be vigorously challenged; and
- c) Any further prejudicial action taken or overture made by you will be met with legal action, including a claim against you in your personal capacity to restrain your tortious harassment etc..

We are by way of copy letter alerting all relevant parties in relation to our position herein.

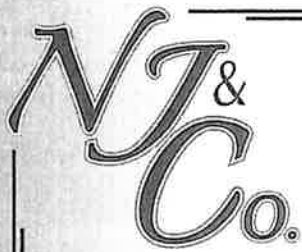
Finally, the writer cannot help but to suggest that, if you have an interest in negotiating separation with our client, a conciliatory approach ought to be taken.

Please be guided.

Yours sincerely,
NIGEL JONES & CO.

PER: 
NIGEL W. JONES

cc:Mr. Kwame Gordon - Samuda & Johnson
Ms. Audrey Sewell - Permanent Security - Ministry of Labour
Mrs. Yolande Ramharrack



NIGEL JONES & COMPANY
Attorneys-at-Law

October 22, 2018

Samuda & Johnson
Attorneys-at-Law
15 Trinidad Terrence
New Kingston
Kingston 5

BY EMAIL & HAND

Attention: Mr. Kwame O. Gordon

Dear Sirs

Re: Proposal to amicably resolve matter concerning
Ramharrack and Petrojam

We refer to previous correspondence herein and in particular to your October 12, 2018 letter (Gordon/Jones).

Whilst our client stands by the position she has advanced in relation to the substantive issues involved in this matter she believes that an approach which will prevent years of litigation is best in the circumstances.

In that regard we propose to settle the matter by our client resigning in exchange for two (2) years' salary and outstanding benefits and entitlements. These entitlements include outstanding vacation pay, performance incentive for the present year, refund of pension contribution and the ability to repay her car loan based on the existing amortisation schedule.

An appropriate Release and Discharge will also be signed by both parties in relation to any past, present and future claims. A Confidentiality Agreement will also be signed.

HEAD OFFICE:

Suite 11,
Winchester Business Centre,
15 Hope Road,
Kingston 10, Jamaica, W.I.
Tel: (876) 908-2207
(876) 908-0589
(876) 754-6745
(876) 754-9596
Fax: (876) 906-5404

BRANCHES:

Suite EU5, Whitter Village,
Ironshore, Montego Bay,
St. James
Tel: (876) 610-6889

Suite 9, The Villa,
29-31 Main Street,
Mandeville, Manchester
Tel: (876) 610-6878

Unit 88,
Portmore Pines Plaza,
Portmore, St. Catherine
Tel: (876) 610-6825

Suite #13
Eight Rivers Town Centre
Ocho Rios, St. Ann
Tel: (876) 610-8411

Suite #1 Bargain Village,
35 Main Street, May Pen
Clarendon
Tel: (876) 610-6787

E-mail: nigeljones@cwjamaica.com
Website: www.njcolaw.com



As you are aware, in keeping with authorities such as **Smith v Dominion Life** the proper measure of compensation ought to be determined on a basis having to do with the status of the particular employee.

It has been accepted that persons in senior position are entitled to longer notices than others.

The publicity surrounding our client's engagement with you and the stance taken by you in relation our client's lawfully signed contract will also ensure that it will be difficult for our client to obtain alternative employment.

Furthermore in the event that our client's engagement is terminated as a result of the present proceedings we already have found reasons to mount a challenge. Any such challenge may very well exceed a two (2) year period and the IDT will award compensation for period out, notice pay and a lump sum in lieu of reinstatement or reinstatement, etc..

In light of the foregoing we look forward to urgently hearing from you.

Yours sincerely,
NIGEL JONES & CO.

PER: 
for NIGEL W. JONES

cc: Mrs. Yolande Ramharrack

Performance Review Form



Yolande Ramharrack

Manager, Human Resource Development & Administration,
Human Resource Development & Administration

Review Round: Petrojam Management Performance Appraisal Review 2017/18
Review Period: 01 Apr 2017 - 31 Mar 2018

Calculated Score: 47.55%
Overall Rating for Review: 2.38

Introduction and Overview

A **performance review** is a method by which the job performance of an employee is evaluated (generally in terms of quality, quantity, cost, and time) typically by the corresponding manager or supervisor. A performance appraisal is a part of guiding and managing career development. It is the process of obtaining, analyzing, and recording information about the relative worth of an emp to the organization.

Competency Assessment -View Summary

Competence (or competency) is the ability of an individual to perform a job properly. A competency is a set of defined behaviors that provide a structured guide enabling the identification, evalt and development of the behaviors in individual employees.

Section Weight: 60%

Total Weight: 100.00% | Total Score: 2.20 (43.92%)

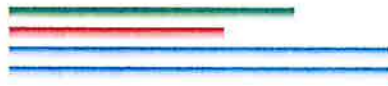
Petrojam Core Competencies		Requirement Met: 85.00%	Average: 2.65
<p>Communication Skills</p> <p>Required Level: 3 - Good (3) Assessed By Winston L. Watson: 2.25 Assessed By Yolande C. Ramharrack: 3.25 Beginning of Review Rating: 3.25</p>		Winston L. Watson (15 Nov 2018 20:04): Overall, Yolande's communication skill needs improvement	
<p>Technical Skills</p> <p>Required Level: 3 - Good (3) Assessed By Winston L. Watson: 2.4 Assessed By Yolande C. Ramharrack: 4 - Very Good (4) Beginning of Review Rating: 4 - Very Good (4)</p>		Winston L. Watson (15 Nov 2018 20:13): She completes required training activiti improvement is needed in her technical skills and job knowledge. She keeps her skills and knowledge up to date. Yolande makes only limited attempts to share h skills and experience with others.	
<p>Safety</p> <p>Required Level: 3 - Good (3) Assessed By Winston L. Watson: 3 - Good (3) Assessed By Yolande C. Ramharrack: 4 - Very Good (4) Beginning of Review Rating: 4 - Very Good (4)</p>		Winston L. Watson (15 Nov 2018 20:15): When faced with situations not cover normal guidelines, she usually arrives at an appropriate action. Yolande takes reasonable precautions to ensure her own safety and that of others. Yolande observes and reports potentially unsafe conditions. Normally she uses the appropriate protective equipment and clothing.	
Petrojam Job Competencies		Requirement Met: 69.81%	Average: 2.09
<p>Budgeting</p> <p>Required Level: 3 - Good (3) Assessed By Winston L. Watson: 2.5 Assessed By Yolande C. Ramharrack: 3 - Good (3) Beginning of Review Rating: 3 - Good (3)</p>		Winston L. Watson (15 Nov 2018 20:22): Yolande needs to apply more effective -saving techniques. She fulfills her budget development responsibilities. At times does not pay close enough attention to tracking expenditures. The budget estim: she develops are reasonably accurate.	
<p>Business Acumen</p> <p>Required Level: 3 - Good (3) Assessed By Winston L. Watson: 1.5 Assessed By Yolande C. Ramharrack: 3.75 Beginning of Review Rating: 3.75</p>		Winston L. Watson (15 Nov 2018 20:23): She has taken only minimal measures ensure her work is aligned with the strategic goals of the organization. She fails ! apply a cost-benefit approach to her work. Yolande needs to develop a stronger understanding of the market and more closely monitor competitive activity. Probl occur because she does not fully consider the business implications of her decis	
<p>Decision Making</p> <p>Required Level: 3 - Good (3)</p>			

Assessed By Winston L. Watson: 1,67
Assessed By Yolande C. Ramharrack: 4 - Very Good (4)
Beginning of Review Rating: 4 - Very Good (4)



Winston L. Watson (15 Nov 2018 20:36): Her actions sometimes result in people fully trusting her. She is lax about honoring the commitments she has made, ofte missing deadlines that she establishes She has not exhibited a willingness to up organizational values.

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2,25
Assessed By Yolande C. Ramharrack: 4 - Very Good (4)
Beginning of Review Rating: 4 - Very Good (4)



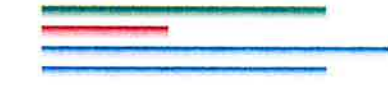
Winston L. Watson (15 Nov 2018 20:51): Yolande displays a willingness to confr situations which may be difficult. Yolande needs to improve her skill at facilitating communication between the involved parties, eg appraisal matter, personal grievances issues and staff behavioral issues She needs to display more object when conflicts develop. She needs to work on her negotiation skills so that she becomes more effective at resolving conflicts.

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2,33
Assessed By Yolande C. Ramharrack: 3,67
Beginning of Review Rating: 3 - Good (3)



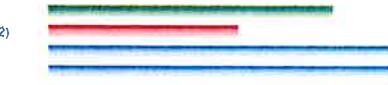
Winston L. Watson (15 Nov 2018 21:01): Her effectiveness with some customeri has been reduced because she fails to develop rapport with them. Usually she demonstrates the ability to identify customer needs. She is sometimes late in full commilments to customers.

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 1,33
Assessed By Yolande C. Ramharrack: 3,67
Beginning of Review Rating: 3 - Good (3)



Winston L. Watson (15 Nov 2018 21:04): She avoids taking full responsibility for decisions. Yolande has not demonstrated the sound and accurate judgment nee for her position.eg hiring unqualified staff Some of her decisions are made witho first obtaining all the relevant data.

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2 - Needs Improvement (2)
Assessed By Yolande C. Ramharrack: 3,6
Beginning of Review Rating: 3,6



Winston L. Watson (15 Nov 2018 21:12): Yolande often requires help to ensure negotiates win-win outcomes.eg union negotiations Yolande could do a better of of consolidating support for her ideas if she made more effort to recognize and address opposing opinions. She needs to improve her ability to influence key decision makers. Yolande needs to be more persuasive to successfully obtain fu support from others for her ideas. Yolande tends to use her authority inapproprie when attempting to accomplish her goals.eg signing of contracts and reviewing c staff files, reconvene interview panels to suit hiring practice

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2,6
Assessed By Yolande C. Ramharrack: 3,8
Beginning of Review Rating: 3,8



Winston L. Watson (15 Nov 2018 21:18): Yolande usually displays self-assuranc and expresses confidence but not necessarily in others. At times she behaves in ways that cause others to lose respect and trust in her. She could do more to ins others to achieve their best. She reacts well in pressure situations. She demonstrates leadership through her willingness to take action when needed, ev when not in best interest of company

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2 - Needs Improvement (2)
Assessed By Yolande C. Ramharrack: 3,8
Beginning of Review Rating: 3,8



Winston L. Watson (15 Nov 2018 21:25): Yolande builds too few alliances across organization. Yolande needs to gain a better understanding of organizational cul and practices. Some of her decisions reflect insufficient organizational awareness Yolande is not consistently effective at navigating organizational politics. Yolande could make better use of both formal and informal channels to achieve results.

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2,5
Assessed By Yolande C. Ramharrack: 3,67
Beginning of Review Rating: 3,67



Winston L. Watson (15 Nov 2018 21:31): Yolande helps people understand their by defining what is expected and their responsibilities. Yolande encourages her subordinates to expand their skills through training and developmental activities. skills in providing constructive feedback need improvement. sub standard performance review. Her subordinates frequently lack the motivation to achieve more. Yolande typically acknowledges the contributions of people working for he Yolande could improve the performance of her subordinates by working more c with them to set goals and objectives.

Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2,2
Assessed By Yolande C. Ramharrack: 3,8
Beginning of Review Rating: 3,8



Required Level: 3 - Good (3)
Assessed By Winston L. Watson: 2,25
Assessed By Yolande C. Ramharrack: 4 - Very Good (4)
Beginning of Review Rating: 4 - Very Good (4)



Winston L. Watson (15 Nov 2018 21:37): Yolande makes an ongoing effort to develop a network of professional contacts. Yolande could show more empathy toward others and become more accepting of divergent points of view. Yolande needs to develop more collaborative relationships in order to better accomplish objectives. Yolande could more consistently seek win-win solutions to conflict.

Competency Supervisor Comments

Internal Purposes Only (Hidden from Employee)

Supervisor Comments

Competency 2nd Lvl Supervisor Comments

Internal Purposes Only (Hidden from Employee)

Second Level Manager Comments

Competency Dept Manager Comments

Internal Purposes Only (Hidden from Employee)

Department Manager Comments

Objective Assessment

Section Weight: 40%

For performance objectives to be effective they must be S.M.A.R.T. ; questions a supervisor should ask to determine same are:

- 1) Specific - Is the objective precise and well defined?, Is it clear? Can everyone understand it?
- 2) Measurable - How are you going to track the action(s) associated with the objective?
- 3) Attainable - Are there sufficient resources available to achieve the goal? Can the objective be completed at all?
- 4) Relevant - Is it relevant for the specific job and your team's performance?
- 5) Timely - Is there a clear time frame of when it should start and/or when it should end? Is it feasible to meet this deadline?

Total Weight: 100.00% | Total Score: 2.65 (63.00%)

Title	Weight	Steps	Start Date	Due Date	Score	Description	Key Result Activities	Final Evaluz
	10.00%	3 - Completed	15 Sep 2017	30 Apr 2018	3 - Good	Formal roll-out of Crestcom learning platform for development of next level Supervisors.	First co-hort selected and identified in consultation with respective department managers/supervisors.	Programme an co-hort realise
	10.00%	3 - Completed	02 Aug 2017	30 Mar 2018	3 - Good	Formal roll-out of core values alignment programme across Petrojam inclusive of Montego Bay Terminal	Increased Brand Awareness and improve employee engagement in recognition of Petrojam's mission and core values linked to employee output.	Brand awarene activities were However, resul were not measurable.
	10.00%	3 - Completed	01 Oct 2017	30 Apr 2018	1 - Unacceptable	Acquire Licence to support the development and roll out of a structured Talent Management Framework to support Succession planning, learning and development and support needs assessment.	Realise Individual Development Plans for Team Members by end of financial year March 2019.	Petrojam does have the benef the license and procurement process was n adhered to.
	10.00%	2 - In Process	15 Jun 2017	31 Mar 2018	3 - Good	Introduction and formation of Petrojam's Toastmasters' Club (Petromasters)	Support the organization's continuous learning vision towards improving engagement.	program starte January 2018, in progress, no visible results t measure
	10.00%	2 - In Process	01 Mar 2017	30 Apr 2018	3 - Good	Identify learning initiatives to close identified learning gaps at the leadership level (Senior Managers)	Alignment of identified modules utilizing the Harvard ManageMento learning platform. To support organization realising a Coaching culture to support and improve performance management.	Successful lau Harvard ManageMento programme inclusive of PE leadership. Pro still work in progress, no re to measure or contribution to bottom line.
	10.00%	3 - Completed	01 Apr 2017	31 Mar 2018	3 - Good	Lean Six Sigma (Yellow Belt) certification for Senior Managers.	Improve and support process improvement initiatives for 2018/2019 formal Process Improvement initiative.	Yellow Belt certifications realised by self Team.
	15.00%	3 - Completed	01 Apr 2017	31 Mar 2018	3 - Good	Realise minimum of four (4) formal scheduled delegates' meeting for the financial year.	Improve communication and minimize the threat of industrial actions.	Industrial action taken within the financial year v not: 1. Communicated through the prc and 2. Given th requisite 72 ho

notice period to avert same.

Do not underst this explanation we have an industrial issue not at Petrojarr

15.00%	3 - Completed	01 Apr 2017	31 Mar 2018	2 - Needs Improvement	Utilize Psychometric Assessment Application to support internal hire and talent movement decisions.	Complete a minimum of 20% Job Profiles to support assessment reports to identify learning gaps.	Align and minimize rater biases in selection of Team Members align the organizational core values and culture (high performance level) What was achieved in this objective
10.00%	3 - Completed	01 Apr 2017	31 Mar 2018	3 - Good	Support improvement of HR Team Dynamics and engagement by conducting monthly department meetings and additional engagement activities.	Increased HR team engagement through improved communications.	Met and realise (10) department meetings and activities: 1. Eight (8) formal department meetings; 2. One (1) HR department (Hylton Rose) and 3. One (1) department luncheon - December 2017 3 department meetings held,

Objectives Supervisor Comments

Internal Purposes Only (Hidden from Employee)

Supervisor Comments

Objectives 2nd Lvl Supervisor Comments

Internal Purposes Only (Hidden from Employee)

Second Level Manager Comments

Objectives Dept Manager Comments

Internal Purposes Only (Hidden from Employee)

Department Manager Comments

Development Needs

Please specify the development needs of the employee. The needs will be used to create a plan for advancement.

[Add Development Need](#)

Competencies	Title	Description of Objective	Development Method	Due Date	How do we measure achievement
	Process, Plan & Evaluate	Yolande C. Ramharrack (12 Jul 2018 16:12)	Adult Learner context.	28 Sep 2018	

Future Objectives

For performance objectives to be effective they must be S.M.A.R.T. ; questions a supervisor should ask to determine same are:

- 1) Specific - Is the objective precise and well defined?, Is it clear? Can everyone understand it?
- 2) Measurable - How are you going to track the action(s) associated with the objective?
- 3) Attainable - Are there sufficient resources available to achieve the goal? Can the objective be completed at all?
- 4) Relevant - Is it relevant for the specific job and your team's performance?
- 5) Timely - Is there a clear time frame of when it should start and/or when it should end? Is it feasible to meet this deadline?

Total Weight: 100.00% | Total Score: 0 (0.00%)

Title	Weight	Status	Start Date	Due Date	Score	Description	Key Result Activities	Final Evaluation
	100.00%	Not Started	01 Apr 2018	31 Mar 2019	0.00%			

Supervisor Overall Comment

Supervisor Comments

Difficult to carry out this assessment, objectives were not measurable or smart, made no meaningful contribution to the company's bottom line or strategic objectives. Most of the objectives were vague

Employee Overall Comment

Employee Comments

Employee:

Date:

Signature:

Manager:

Date:

Signature:

Department Manager:

Date:

Signature:

* Employee did not turn up for exit interview.
W

COST BENEFIT ANALYSIS- HR SETTLEMENT

Settlement Amount			
8 Months Gross Salary @\$1,259,951 p/m		10,079,608.00	
		Legal Fees	1,500,000.00
		Panel fees for 40 hours @ 100k p/h	4,000,000.00
		Venue costs for 5 days	80,000.00
		Salary for duration of hearing @\$1,259,951 x estimated 3 months	3,779,853.00
Settlement Total	10,079,608.00	Hearing Costs Total	9,359,853.00

Settlement vs Hearing Completion			
IDT Process			
Potential Legal Fees			3,000,000.00
Potential IDT Award*			23,148,000.00

* Our attorneys advise that there is a 60/40 chance that the IDT will rule in favour of the employee

Reputational costs of perception of settlement where breaches identified by Integrity Commission and Auditor General have not been included

The IDT usually awards compensation at the basic salary for the period between termination and the date of the award. This period is usually 1.5- 2 years. Two years was used. Basic Salary is \$964,488.00 p/m

IDT Cost Total			26,148,000.00
Combined hearing and IDT costs			35,507,853.00
Settlement vs Hearing Completion & IDT			25,428,245.00

-719,755



PETROJAM LIMITED

SERVING JAMAICA'S ENERGY NEEDS

P. O. Box 241, 96 Marcus Garvey Drive, Kingston 15, Jamaica. W.I.
Telephone: (876) 923-8611-5 / 923-8814-8 Fax: (876) 923-5698
E-mail: pjsys@cwjamaica.com

November 23, 2018

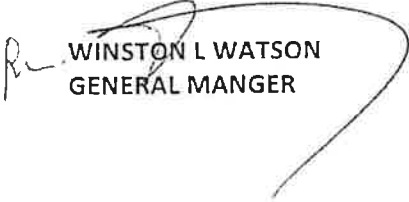
TO WHOM IT MAY CONCERN

Re: Yolande Ramharrack

This serves to confirm that Mrs. Yolande Ramharrack was employed to Petrojam Limited on February 13, 2017 as the Manager, Human Resources Development & Administration Department.

Ms. Ramharrack tendered her resignation on November 22, 2018.

Yours sincerely,
PETROJAM LIMITED


WINSTON L WATSON
GENERAL MANGER

List of Items

1. Ministry Paper No. 10 Use of Non-Disclosure/Confidentiality Agreements in Public Sector Contracts
2. Chronology of Separation of HRDA Manager
3. Settlement Agreement
4. Summary of Legal Fees
5. Employment Letter
6. Petrojam's Productivity Incentive Policy
7. HR Payment Breakdown
8. Letter from Nigel Jones & Co. October 10, 2018
9. Letter from Nigel Jones & Co. October 22, 2018
10. HR Performance Appraisal
11. Cost Benefit Analysis
12. Recommendation Letter

