



HUMAN RESOURCES & EMPLOYEE POLICY AND HANDBOOK  
Effective Date: JULY 2021

**ARAS NIAGA MAKMUR GROUP BERHAD** (201001019319)  
Malaysia Vision Valley: No. 36-37-47-104, Pusat Komersil Saujana 1, S2 Height 70300 Seremban  
Mobile: 011.6542.2929 TolFree: 1800 22 2929 Office : 06.6037.929 Faks : 06.603.7566

# HUMAN RESOURCES & EMPLOYEE POLICY AND HANDBOOK

HRE Policy and Handbook is issued pursuant to Section 17A (5)  
Employment Act 1955 & Regulations  
(Act 265) ("EA Act 1955")

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## SCOPE OF HANDBOOK

This Handbook includes personnel policies and procedures that are applicable to all permanent employees of the Group. However, the respective department might have a more detailed departmental instruction, which relate to a specific department or area that are not stated in this Handbook.

## DEFINITIONS

In these Terms and Conditions of Service, unless otherwise stated, the following definitions and interpretations shall apply:

- a. All reference to the 'Group' shall refer to the Aras Niaga Makmur Group Berhad or the individual company in the Group. Aras Niaga Makmur Group Berhad comprises Aras Niaga Makmur Agro Berhad, Makmur Agrobusiness Sdn Bhd, Makmur Agrofutura Sdn Bhd, Makmur Agroventures Sdn.Bhd, Makmur Livestock Sdn.Bhd, and Makmur biotechnology Sdn.Bhd and any other new companies to be admitted into the Group.
- b. All reference to the 'Masculine' gender shall include the feminine gender, unless the context requires otherwise.
- c. All reference to the 'Singular' shall include the plural and vice versa unless the context requires otherwise.
- d. All reference to the 'Employee' shall include any person who is employed under a contract of service by the Group.
- e. All reference to the "Immediate Family" shall include parents, a legal spouse and dependent children of the employee. If an employee has more than one legal wife, only the first wife shall be included.
- f. All reference to "Dependent" shall include natural children or legally adopted children or stepchildren living under the legal guardianship of the employee and who are 18 years and below.
- g. All reference to "Year" shall mean a period, which commences on a certain date and terminates on the date immediately before the equivalent date in the following year
- h. All reference to "Calendar Year" shall mean the period from 1st January to 31st December of the same year, both dates inclusive.
- i. All reference to "Month" shall mean a calendar month. When remuneration or payments for a portion of a month is to be taken into account, such remuneration or payments shall be apportioned on the basis of the actual number of days in that month.
- j. All reference to "Day" shall mean a continuous period of twenty four (24) hours beginning at midnight, or in work where the normal hours of work extend beyond midnight, a continuous period of twenty four (24) hours beginning at any point of time.

- k. All reference to "Financial Year" shall mean the period ended 30 June of every year unless and until there is a change in financial year.
- l. All reference to "Strategic Business Unit" (SBU) shall mean a business unit in the Group that is a profit centre.
- m. All reference to "HR Department" shall mean the "Human Resource Department".
- n. All reference to "Admin Department" shall mean the "Administration Department".
- o. All reference to "KPI" shall mean "Key Performance Indicators".
- p. All reference to "Group EC" shall mean "Group Executive Chairman".

## **INTRODUCTION**

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This handbook is designed to provide you with information about working conditions, employee benefits and policies affecting your employment. You should read, understand and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and to serve as a reference document. If you are in doubt in certain contents of this handbook, you should seek clarification from the Human Resource Department.

No employee handbook can anticipate every circumstance or question about policy. As we continue to grow, the need may arise, and the company reserves the right to revise, supplement or retract any policies or portion of the handbook from time to time as it deems appropriate, in its sole absolute discretion. All employees will be notified of such changes to the handbook as they occur.

No part of this employee handbook shall be photocopied and distributed to a third party. Any printed versions of this handbook must be returned to the Company upon termination of service.

Remuneration & Human Capital Committee Member:

Dato Seri Hj Halim Bin Ishak - Chairman  
Dato Sri Syed Ismail Bin Dato Syed Azizan  
Dato' Mohd Al Khafiz Zainal

Date : July2021

## **FOREWORD FROM THE MANAGEMENT**

Dear New Team Member,

First let us congratulate you on your appointment and welcome you to Aras Niaga Makmur Group Berhad. Since you will be spending most of your working hours in the office, we hope you will come to consider it as your second home.

This Handbook is designed to introduce and guide you on the Group's Scheme of Services. Whilst it serves as a communication vehicle from the Group to its Employees, it also serves as a reference for you. The Handbook shall also be updated from time to time and the revisions shall be forwarded to you.

The success of the Group depends on your commitment and professionalism, and this combined with great team effort would undoubtedly provide the highest level of service needed to be the best in our field.

We look forward to your contribution and support to Aras Niaga Makmur Group Berhad.

The Management

## WELCOME MESSAGE

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***WELCOME*** to the team !

We hope that your work experience with us will be pleasant and rewarding.

This handbook outlines the basic Human Resource policies and procedures of MakmurGroup of Companies. Please read and familiarize yourself with this handbook. If you have any questions, please refer to Human Resource Department.

The impact of the coronavirus (COVID-19) is being felt by all businesses around the world. Leaders are navigating a broad range of interrelated issues that span from keeping their employees and customer safe, shoring-up cash and liquidity, reorienting operations and navigating complicated government support programs. The current outbreak of COVID-19 has cast uncertainty to the general economic environment which may then affect our Group's short-term performance, especially on the potential disruption to our supply chain, manpower and demand from our customers.

Today, as we navigate fast changing world's, and adjust to quantum leaps in technological advancements as well as geopolitical shifts, Aras Niaga MAKMUR GROUP Berhad is focused on building momentum and driving growth in our core businesses. With our path clearly set out by our Value Creation Plan, we will continue to drive earnings, optimize cost, expand into new markets and rationalize our portfolio. And as we have done for the last 40 years, we remain committed to empowering sustainability transformation to all our stakeholders.

This handbook is designed to guide you on the Company's employment terms and conditions of service. It serves as a communication guide and reference for the Company to its employees. This handbook will be updated form time to time and any revisions will be communicated to you.

I believe that the work done from a sincere heart with determination, would be blessed by God and distinguished career. Efficient workers pride themselves on making effective use of their time. Technology helps them manage their schedule and seamlessly transition between tasks. They don't fuss over small, insignificant details or belabor a task while striving for perfection. They set priorities and like to stay on schedule but have no problem adapting to unforeseen changes.

Efficient workers take planned breaks to refresh and renew their energy. Burnout is less of an issue because they enjoy their work and manage stress well. Coworkers feel relaxed around them and enjoy conversing. Instead of suffering in silence, they ask for help if their workload is unmanageable. The success of the Company depends on your commitment and teamwork, which would undoubtedly ensure that we provide the highest level of service needed to be the best in our business.

Positive attitudes can make the work environment happy and a joy to be in. I would happily take an office full of positive attitudes over negative ones, without a doubt. They either move the needle forward or keep it still. A positive attitude keeps everyone trying new things, feeling brave about brainstorming new ideas, and makes people feel excited to go to work with their coworkers.

Besides having a shared purpose and a common set of core values, cultivating a sense of mutual understanding, respect and cooperation for other colleagues is also an essential trait to have when it comes to establishing a family-oriented company culture.

What this means is to have consideration for our colleagues when it comes to matters such as sharing an office space, or sharing our opinions on certain matters. Sharing a common office space means that everyone has to play their part in creating a conducive environment for productive work to be done, and also take up the responsibility of caring for shared facilities such as the pantry.

A family-oriented company culture also gives employees the freedom to share their ideas and opinions, and encourages active discussions on various topics that might concern most people in the workplace. That being said, having mutual respect and understanding for our colleagues entails that we have to not only be truthful, but also tactful in our words, so as to not hurt others unintentionally. While we give one another honest feedback and share our opinions and ideas in a truthful manner, we also respect each other's boundaries.

We look forward to your contribution to the Company's success.

Sincerely,

**DATO M.A KHAFIZ BIN ZAINAL  
GROUP EXECUTIVE CHAIRMAN**

## **COMPANY'S VISION, MISSION AND PHILOSOPHY**

### **ABOUT US**

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Aras Niaga Makmur Group Berhad commercially known as MakmurGroup was founded in 1982 as Demak Holdings Sendirian Berhad. From its humble beginnings as a plantation company, the MakmurGroup name has since grown to represent four entities Seri Malaysia Kitchen Food Berhad, Makmur Education Berhad, and Aras Niaga Makmur Agro Berhad, one of Malaysia's largest cashcrop planters.

Today, as we navigate the fast changing world, and adjust to quantum leaps in technological advancements as well as geopolitical shifts, Aras Niaga MAKMUR GROUP Berhad is focused on building momentum and driving growth in our core businesses.

With our path clearly set out by our Value Creation Plan, we will continue to drive earnings, optimise cost, expand into new markets and rationalize our portfolio. And as we have done for the last 40 years, we remain committed to empowering sustainability transformation to all our stakeholders.

### **MISSION**

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#### Our Mission#1

We are committed to excel in every sector we operated in by delivering market-driven and excellent value products and services

#### Our Mission#2

We continuously strive to deliver superior financial returns through operational excellence and high performance standard

#### Our Mission#3

We subscribe to good corporate and high ethical values

#### Our Mission#4

We provide an environment for our people to realize their full potential

### **VISION**

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#### Our Vision

To be a leading multinational corporation empowering sustainability transformation and bringing satisfaction to all stakeholders

## **CORE VALUE**

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At MAKMUR Group, Six (Silver shield) prominent values stand out and these are the corporate values we live up to throughout our operations and businesses worldwide

### **Maximise Performance**

Setting goals beyond the best and reinforcing high quality performance standards and achieving excellence through implementing best practices.

### **Adaption of Enterprise Value**

Seek and seize opportunities with speed and agility challenging set boundaries.

### **Knowledge Excellence**

Stretch the horizons of growth for ourselves and our business through our unwavering ambition to achieve outstanding personal and business results.

### **Minimise Business Risk**

Identifying all risks to provide its investors and stakeholders with expected returns by strengthening business eco-system

### **Uphold Integrity**

Uphold high levels of personal and professional values in all our business interactions and decisions.

### **Respect & Responsibility**

Respect for the individuals we interact with and the environment that we operate in and committing to being responsible in all our actions

## 1.0 THE CONTRACT OF EMPLOYMENT

### 1.1 Employee Job Classification and Grade

<b>Job Classification</b>	<b>Band</b>	<b>Gred</b>	<b>Category</b>	<b>Position</b>
Senior Management	1	SM1	Partner/ Director	Group Executive Chairman/ Group Executive Director/ Group Chief Executive Officer
	2	SM2	Principal of SBU	Chief Operating Officer / Managing Director
Management	3	M1	Head of SBU	General Manager/ Senior Manager / Director
	4	M2	Manager	Manager
	5	M3	Assistant Manager	Assistant Manager
Executive	6	E1	Senior Executive	Senior Executive / Senior Supervisor / Chef de Cuisine / Senior Analyst / senior Nutritionist
	7	E2	Executive	Executive / Supervisor
	8	E3	Junior Executive	Junior Executive / Junior Supervisor
Non-Executive	9	NE1	Non Executive	Junior Administration / Receptionist/ Administration Clerk / Trainee
	10	NE2	General Worker	Despatch / Tea Lady/ Driver / Farm Worker / Factory Operator

## **1.2 Appointment**

- 1.2.1 Every new employee will be given an appointment letter by the HR Department before reporting for duty in his or her respective SBU/Department.
- 1.2.2 The Group has the right to verify information given in the Job Application Form. Any misrepresentation of facts in application form shall be sufficient grounds for immediate dismissal.
- 1.2.3 All employees shall be subject to the terms and condition stated in this handbook.

## **1.3 Employee Personal Information**

- 1.3.1 It shall be the responsibility of every employee to notify the HR Department of any changes in status concerning family, address, telephone number or latest educational attainment. This will enable the Group to maintain up-to-date records.

## **1.4 Pre–employment Medical Check–Up**

- 1.4.1 All new employees shall undergo a medical check–up prior to issuance of the letter of employment.
- 1.4.2 The Group reserves the right to terminate an employee if the employee is certified unfit to work by the registered medical practitioner.

## **1.5 Orientation Programs**

Orientation programs have been designed for all new employees to ensure assimilation into the Group:

- 1.5.1 General Orientation - The general orientation will be conducted by the HR Department for all new employees to ensure that they:
  - 1.5.1.1 understand the Group’s policies and benefits
  - 1.5.1.2 understand the nature of business and structure of the Group
- 1.5.2 Departmental Orientation - The departmental orientation will be conducted by the Head of SBU of the new employee.

## 2.0 Working Hours

2.1 Makmur Group headquarters and operation office official working hours as follow.

Days	Working hours
Monday - Friday	8.00 am – 5.00 pm; or 9.00 am – 6.00 pm
Saturday	1 <sup>st</sup> Week of the month - Off day  8.00 am – 12.00 pm; or 9.00 am – 1.00 pm
Sunday	Rest day
Refreshment break	10.30 am – 11.00 am
Lunch break	1.00 pm – 2.00 pm
Lunch break on Friday (For male Muslim employees)	12.30 pm – 2.30 pm

2.2 Makmur Group farm, factory & abattoir official working hours.

Days	Working hours
Monday - Friday	7.00 am – 4.00 pm; or 8.00 am – 5.00 pm
Saturday	1 <sup>st</sup> Week of the month - Off day  7.00 am – 4.00 pm; or 8.00 am – 5.00 pm
Sunday	Rest day
Refreshment break	10.00 am – 10.45 am
Lunch break	1.30 pm – 2.30 pm
Lunch break on Friday (For male Muslim employees)	12.30 pm – 2.30 pm

2.3 The Company may change the prescribed working days and hours depending on operational needs from time to time.

## 3.0 Overtime

3.1 An employee earning basic salary below RM 2,000.00 is eligible for overtime pay as defined in the Employment Act, 1955.

3.2 All overtime worked must be approved in advance by the Supervisor. An employee whose basic salary exceeds RM 2,000.00 per month, the rate of calculation of overtime shall be based on a maximum of RM 2,000.00

3.3 An employee shall be compensated in accordance with the provisions of the Employment Act, 1955 for any work performed in excess of the normal working hours.

#### **4.0 Gazetted Public Holidays**

- 4.1 All employees shall be entitled to paid holidays on all gazetted Federal or State Public holidays applicable to the state in which they are based.
- 4.2 All public holidays recognized and approved by the company shall be circulated to all employees on the commencement of each calendar year.
- 4.3 All sudden proclaimed public holidays from the Government of Malaysia or the State ruler which is not gazetted as the Company's public holiday shall be considered as a paid holiday.
- 4.4 If a gazetted public holiday falls on Sunday, an additional paid holiday shall be granted in substitution thereof.
- 4.5 An employee who is absent from work on the working day without prior approval, immediately preceding or succeeding the public holiday, he/ she is not entitled to the holiday pay.

#### **5.0 Promotion**

- 5.1 The Company shall may at its absolute discretion, based on the ratings of the employee's individual performance review and/ or available vacancies, promote an employee to a higher job level or to a position of higher category as it deems fit.
- 5.2 Any employee selected for promotion will be notified in writing and required to undergo a probationary period for six (6) months.
- 5.3 During the probationary for promotion period, the employee shall be paid a Probationary Allowance, in addition to his/ her existing salary.
- 5.4 The Probationary Allowance shall be calculated based on the discretion of the Company.
- 5.5 On confirmation of the employee's promotion, the probationary allowance shall be included into his/ her basic salary.
- 5.6 In the event if an employee is not confirmed to the promotion, within the six (6) months probationary period, he/ she will cease to be entitled to the probationary allowance and will be reverted to his/ her former position, without prejudice to the employee's future prospects.

## 6.0 Probation

- 6.1 All new employees shall be required to serve a probationary period of two (2) months.
- 6.2 If an employee has not demonstrated good work performance, the Company may extend the probationary period for a further one (1) month or such period as may be determined by the Company at its sole discretion.
- 6.2.1 In such circumstances, the employee will undergo the Performance Improvement Plan (PIP) with his/ her Supervisor.
- 6.3 On successful completion of the probationary period or any extension thereof, the employee shall be notified in writing of his/ her confirmation of appointment.
- 6.4 During the probationary period, the employment of the employee may be terminated by either the Company or the employee by giving the other party a written notice or payment in lieu of the short notice.
- 6.4.1 The notice period is stated in the employee's s Appointment Letter or Service Contract.

## 7.0 Termination of Service

- 7.1 The employment of a confirmed or permanent employee may be terminated by either party by giving the following notice period in writing or payment in lieu of notice :

Category	Notice of termination
Management level	2 months
Executive level	1 months
Non-Executive level	1 month

- 7.1.1 In the event an employee is unable to provide sufficient notice of resignation, the employee shall pay his/ her salary in lieu of the short notice as stipulated in the period of notice.
- 7.2 The employee shall be required to surrender all Company properties, files, documents and keys kept by the employee in the course of his/ her employment to HR Department before/ on the last day of service.
- 7.3 Failure on the employee's part to adhere with the above, would render him/ herself with a police case and legal action.
- 7.4 The employee shall settle all outstanding liabilities and obligations with the Company before any monies due to him are to be released by signing the Sign-Off Letter issued by the Finance Department on the last day of service.

## **8.0 Transfer**

- 8.1 The Company may at its absolute discretion transfer an employee from one department to another within the Group where the service of the employee is required. The transfer will be deemed necessary due to operational exigencies.
- 8.2 When an employee's potential is realized elsewhere, transfer of an employee to another department will allow him/ her to gain experience in other areas and as an avenue to develop the employee's skills for career advancement.
- 8.3 A transfer does not necessarily necessitate a change in wages and benefit status unless appropriate.
- 8.4 An employee who is transferred at his/ her own request shall bear all the related expenses by him/ herself.
- 8.5 All transfers will be confirmed by the Human Resources Department in writing not less than fourteen (14) calendar days.

## **9.0 Retirement**

- 9.1 All employees who have attained the age of sixty (60) years shall retire.
- 9.2 Notwithstanding the above, the retirement age does not apply to :
  - 9.2.1 Employees who are employed on temporary or contractual basis.
  - 9.2.2 Employees still on probation period.
  - 9.2.3 Non-citizen employee.
  - 9.2.4 A person employed on a fixed term contract of service, inclusive of any extension, of not more than twenty four (24) months.
- 9.3 The date of birth as shown in the Identity Card of the employee shall be deemed to be the date of birth for the purpose of determining the retirement age.
- 9.4 The reemployment of a retired employee shall be at the sole discretion of the Company, with the written consent and upon the satisfactory medical results of the employee concerned.

## 10.0 Bonus

- 10.1 Payment of bonus, if declared by the Company shall be based on the following :
- 10.1.1 The results of the Company's previous financial year.
  - 10.1.2 Prevailing market situation.
  - 10.1.3 The individual performance of the employee based on the performance appraisal exercise.
- 10.2 Bonus shall be payable to confirmed permanent and termed contract employees of minimum twelve (12) months employment at the end of the financial year and who are in the payroll of the Company at the time of payment. The financial year for the Company starts from 1<sup>st</sup> January to 31<sup>st</sup> December of the following year.
- 10.3 At the discretion of the Company, bonus will be payable to employees who have served more than twelve (12) months of continuous service at the end of the financial year and who are in the payroll of the Company at the time of payment.
- 10.4 An employee who is serving the notice period of resignation shall not be paid any bonus.

## 11.0 Salary Increment

- 11.1 Salary increments may be given at the discretion of the Company and shall be based on the employee's performance and the Company's affordability.

## 12.0 Payment of Wages & Fee

- 12.1 An employee's wages/Fee will be calculated on a monthly basis and will be credited into his bank account latest on:

Category	Date of credited
Group Headquarters & Operation	Last working day of the month
Farm, Factory & Abattoir	10 <sup>th</sup> following months
Director, Associate, Advisor & Consultant	15 <sup>th</sup> following months

- 12.2 For an employment period which is less than one (1) month, calculation will be pro-rated on the number of days of that particular calendar month.
- 12.3 An employee's starting salary and other remunerations are stated in the Letter of Appointment or Contract of Service. Any amendments shall be informed to the employee in writing.
- 12.4 Pay slips can be collected from the Finance Department from 15<sup>th</sup> of every month.

### **13.0 Fixed Monthly Allowance**

- 13.1 As stipulated in the employee's Letter of Appointment or Contract of Service, the fixed monthly allowance will be credited to the employee's bank account latest by 2<sup>nd</sup> week of each month.
- 13.2 An employee who receives a fixed monthly allowance of RM 500.00 and above, is required to submit his/ her time sheet to the Finance Department before receiving the fixed allowance.
  - 13.2.1 An employee may seek confirmation from the Finance Department whether he/ she is exempted from submission of the time sheet in order to receive the monthly fixed allowance.
- 13.3 For the selected Sales employees, the sales allowance is classified as the fixed monthly travelling allowance in which it shall include the monthly cost of local travelling and entertainment.

### **14.0 Statutory Contributions and Deductions**

- 14.1 Employers Provident Fund (EPF)
  - 14.1.1 The Company will contribute to EPF based on its proportion and employees' monthly contribution as required by the Employees Provident Fund Act '91
- 14.2 Social Security Organization (SOCSO)
  - 14.2.1 The Company will contribute to SOCSO based on its proportion and employees' monthly contribution as required by the Social Security Act 1969.
- 14.3 Income Tax
  - 14.3.1 The Company will make monthly Income Tax deductions from employee's salary in accordance to the requirements of the Income Tax Act 1967.

## **15.0 Business Attire**

- 15.1 Employees must at all times appear neat and dignified in formal and suitable attire in their course of duty during working hours.
- 15.2 When dealing with customers, employees are expected to present a clean, neat and professional appearance.
- 15.3 Slippers are not allowed during working hours unless on medical grounds.
- 15.4 On Fridays, all employees are allowed to wear the Company's official shirt provided, with suitable slacks or jeans. However, when meeting with customers, all employees should wear formal office attire.

## **16.0 Employee Identification Card (ID)**

- 16.1 All employees will be issued with an Employee ID.
- 16.2 Every employee must display his/ her ID card at all times while in the Company premises and must be able to produce it whenever requested by authorized Company personnel.
- 16.3 Loss of ID card must be reported immediately and there will be a nominal charge of RM 50.00 as a replacement cost.
- 16.4 The ID card must be surrendered to the Company upon termination of employee's employment.

## **17.0 Utilities**

- 17.1 All employees are responsible and should contribute to create a conducive working environment.
- 17.2 Employees should try to conserve water and electricity. Where applicable, lights should be switched off during lunch hours and after office hours.
- 17.3 All employees should ensure that their working areas are clean. Any unwanted items such as papers and boxes need to be disposed.
- 17.4 All employees should not litter the common areas, pantries and toilets.
- 17.5 Smoking is strictly prohibited in all indoor areas and where the signage 'No Smoking' are displayed.

## 18.0 Use of Company's assets

18.1 When using company's property, all employees are expected to safeguard and follow the operating instructions, safety standards and guidelines.

18.1.1 All company assets shall include but not limited to laptop, camera, projector, voice recorder, broadband, etc.

18.2 The improper, careless, negligent, destructive or unsafe use or operation of Company's asset can result in disciplinary action. The employee may be held liable for any damages arising from his/ her own negligence.

18.3 Any loss, damage or stolen of Company property has to be reported to HR Department immediately. A police report should also be made where applicable.

18.4 The cost of loss and stolen of Company asset will be borne by the staff as follows :

<b>Date of Loss from the Date of Purchase</b>	<b>Amount payable to the Company (%)</b>
Less than 1 year	75 % from the cost of the missing company asset
1 - 2 years	50 % from the cost of the missing company asset
3 - 4 years	25 % from the cost of the missing company asset
More than 5 years	10 % from the cost of the missing company asset

18.5 For damages of company's asset, the employee must make a report to the HR Department and return the damaged asset to the Operational Service Department (OSO) for repairs. The cost of repair of the damaged asset shall be borne by the employee.

18.6 Office telephones are to be used for the purpose related to Company's operations. Personal calls where deemed necessary, should be made briefly to avoid congestion of the telephone lines.

18.6.1 Excessive personal calls made on a monthly basis, will be charged to the staff concern.

## **19.0 Internet usage**

- 19.1 All employees are permitted and encouraged to use the internet where such use supports their work performance and company's objectives.
- 19.2 The company reserves the right to monitor internet traffic and access data that is composed, sent or received through its online connections.
- 19.3 All sites and downloads may be monitored and/ or blocked if they are deemed to be harmful and/ or not productive.
- 19.4 Unacceptable use of the internet by employees includes, but is not limited to :
  - 19.4.1 Sending or posting discriminatory, harassing or threatening messages or images that is defamatory to the Company, its products/ services, colleagues and/ or customers.
  - 19.4.2 Using computers to perpetrate any form of fraud, and/ or software, film or music piracy.
  - 19.4.3 Stealing, using or disclosing someone software and electronic files that are copyrighted or without authorization.
  - 19.4.4 Hacking into unauthorized websites.
  - 19.4.5 Introducing malicious software onto the network and/ or jeopardizing the security of the electronic communications system.
  - 19.4.6 Sending or posting chain letters, solicitations or advertisements not related to business purposes or activities.
- 19.5 Any employees found to be in violation with the procedures herein stated, shall be liable to disciplinary and/ or legal action leading up and including termination of employment

## 20.0 Social Media

- 20.1 Social media is a type of interactive online media that allows parties to communicate instantly with each other or to share data in a public forum. This includes blogs, message boards, chat rooms, electronic newsletters, social networking sites and other sites and services that permit users to share information with others.
- 20.2 All employees are to adhere with the Social Media procedures as follows :
  - 20.2.1 Never post any information or rumors that you know to be false about the Company, other staff, customers, suppliers and other person associated with the Company.
  - 20.2.2 Do not post any commentary, content or images that are defamatory, pornographic, harassing, intentionally harm someone or Company's reputation.
  - 20.2.3 Employees should not publish, post or release any information that is considered confidential. If employees are uncertain of what is considered as confidential, employees should check with the HR Department and/ or Supervisor.
  - 20.2.4 Employees should not respond directly to the media and press. On the contrary, employees should suggest the Top Management as the liaison spokesperson on behalf of the Company.
  - 20.2.5 Employees should not post a third party's copyrights, trademarks or other intellectual property.
  - 20.2.6 Employees should keep the Company related social media accounts separate from personal accounts.
  - 20.2.7 Refrain from using social media during office hours, unless it is work related as authorized by your Supervisor.
- 20.3 Any employees found to be violated with the procedures herein stated, shall be liable to disciplinary and/ or legal action leading up and including termination of employment.

## **21.0 Visitors in the Workplace**

- 21.1 For the safety and security of the employees and the facilities, only authorized visitors are allowed in the workplace.
- 21.2 Restricting unauthorized visitors helps maintain safety standards, protect against theft, safeguards employee welfare and avoids potential distractions and disturbances.

## **22.0 Conflicts of Interest**

- 22.1 Transaction with outside organizations must be conducted within a framework established and controlled by the Management. Business dealings with outside organizations should not result in ultimate gain for those organizations.
- 22.2 An employee should avoid unusual personal gain refers to bribe, product bonuses, special fringe benefits, unusual price breaks and other windfalls designed solely benefit the employee.

## **23.0 Gifts and other favors**

- 23.1 An employee who is offered or has received favors beyond common courtesy gifts shall immediately notify his/ her Department Head who will then declare it to the HR and Corporate Services Department.
- 23.2 Any incentives, goods or cash received from suppliers, must be properly recorded and to be used as lucky draw gifts for staff during company's event or whichever purpose that may deem fit.

## **24.0 Access to Staff Personal Files**

- 24.1 Staff personal files are the property of the Company and access to the information contained is restricted. Generally, only Senior Management who has a legitimate reason to review information in the personal files may request from the VP, HR and Corporate Services to gain access to them.

## **25.0 Personal data changes**

- 25.1 It is the responsibility of each employee to notify the HR Department of any changes in his/ her personal data.
- 25.2 An employee is required to communicate in writing to HR Department of such changes.

## **26.0 Confidential Information**

- 26.1 All employees whether still in employment or after termination of employment are not to divulge confidential Company information, except by the discretion or expressed approval of the Company.
- 26.2 An employee shall not communicate or discuss confidential information that comes to his/ her knowledge in the course of his/ her employment with the Company to another person(s) and shall take all possible precautions to prevent such confidential information from reaching to any third parties.
- 26.3 It is the obligation of any employee who receives requests seeking the disclosure of information to contact his Immediate Supervisor for guidance.
- 26.4 The Company shall take legal action in any situation involving the unauthorized disclosure of confidential information.
- 26.5 Any copy of summaries or compilations thereof shall be returned to the Company upon the termination of the employee's employment.

## **27.0 Personal Conduct**

- 27.1 All employees shall conduct themselves in a manner which brings credit to them and the Company, be it in his/ her personal appearance, actions and the impression the employee makes during office hours.
- 27.2 An employee is expected to behave impeccably towards his/ her business associates, colleagues and others.
- 27.3 The Company does not accept any form of harassment, discrimination or any other behavior that may regard as threatening or degrading.
- 27.4 An employee who is detained in police custody, whether on a criminal charge or otherwise shall inform the Company within twenty four (24) hours and must explain in writing the reasons for such detention.
  - 27.4.1 An employee who is in police detention shall renders him/ herself to temporarily suspension or direct dismissal.

## 28.0 Employee Relations

- 28.1 It is the policy of the company to provide its employees with :
  - 28.1.1 The Company shall provide its employees with opportunities for development and the rewards of work well done.
  - 28.1.2 The Company will be frank, fair and honest and to respect the employees' right.
  - 28.1.3 The Company shall upkeep all employees with matters and decisions that relevant to the employees' jobs.
- 28.2 The Management has consented the Best Employee Award to be given to the selected employees. All employees are eligible to be nominated for the Best Employee Award, provided they meet the prerequisites for qualification as stated:
  - 28.2.1 Must have completed twelve (12) months of employment.
  - 28.2.2 No disciplinary record in the awarded year.
  - 28.2.3 Have exemplified the seven (7) Management Philosophy.
  - 28.2.4 Have an outstanding performance in their departments respectively.
- 28.3 Every year, an employee will be chosen to receive the Best Employee Award.
  - 28.3.1 All VPs/ AVPs shall nominate an employee from their respective departments for the Best Employee Award.
  - 28.3.2 The nominated name will be forwarded to HR department via the Best Employee Award nomination form.
  - 28.3.3 Invitation for polling will be extended to all VPs/ AVPs to select the most qualified employee to receive the Best Employee Award.
  - 28.3.4 The Best Employee will receive cash prize **of** RM 5,000.00 with a Certification of Best Employee Award and a plaque.

**29.0 Annual Leave**

29.1 All Permanent and Contractual employees shall be eligible for annual leave based on employees’ category and number of years served in the Company.

29.2 Annual leave shall be calculated on a calendar basis and eligibility shall be as follows :

<b>Category</b>	<b>Less than 2 years</b>	<b>More than 2 years</b>	<b>More than 10 years</b>
Non-Executive level	10 days	12 days	16 days
Executive level	12 days	14 days	18 days
Management level	14 days	16 days	20 days

29.3 For Permanent employees, annual leave shall be granted after successful completion of their probationary period. Annual leave taken during the probationary period shall be on a pro-rata basis or as unpaid leave, based on completed number of months served in the Company.

29.4 For Contractual employees, annual leave taken shall be on a pro-rata basis and based on completed number of months served in the first year of contract. Subsequently, for the second year of contract, Contractual employees are eligible to utilize their eligibility number of leave at any time.

29.5 Application of annual leave must be made on Leave Application Form and must be submitted for approval at least three (3) days before commencement of leave.

29.6 Approval of leave is subject to operational requirements where the amount of leave taken at a time may need to be changed in accordance with the operational needs.

29.7 An employee is allowed to take Half Day Leave which is deducted from an employee’s annual leave eligibility. An employee can select half day leave either in the morning or afternoon as follows :

<b>Session</b>	<b>Half Day Leave</b>
Morning	8.00 am – 12.00 pm
Afternoon	1.30 pm – 5.30 pm

29.8 All employees are entitled to carry forward the Annual Leave up to a maximum of seven (7) days, provided there are exceptional circumstances and with prior approval from the Management.

29.9 An employee shall not be entitled to salary in lieu of any unutilized leave.

29.10 Every employee must plan their annual leave in advance for the whole year especially during the peak/ festive period to facilitate scheduling of timetable/ duty roster.

29.11 Employees who resign, retire or retrenched from their services shall be granted an annual leave on a pro-rated basis for the completed days of service in the Company, or will be paid for all accrued annual leave not taken.

29.12 The Company may at its discretion change the leave entitlement of employees

### **30.0 Unpaid Leave**

- 30.1 An employee may apply for unpaid leave when:
  - 30.1.1 His/ her annual leave has been duly exhausted.
  - 30.1.2 All medical leave for the year has been duly exhausted but the employee has been deemed as medically unfit by the Company's panel doctor or a registered medical practitioner.
- 30.2 Unpaid leave shall be granted to employees at the sole discretion of the Company and based on the merit of each individual case.

### **31.0 Absent Without Leave (AWOL)**

- 31.1 An employee must confirm his/ her leave application has been approved before going on leave.
- 31.2 An employee who has not had his annual leave approved in writing and then fails to report for work shall be deemed to be absent without leave.
- 31.3 After investigating, where necessary, the Company may take appropriate disciplinary action.

### **32.0 Emergency Leave**

- 32.1 Emergency leave shall not exceed ten (10) working days in each calendar year.
- 32.2 An employee shall notify the Supervisor of his/ her absence not later by 10.00 am after the commencement of the scheduled work day, clearly stating reason(s) for taking leave on an emergency basis.
- 32.3 An employee needs to provide support document as satisfactory evidence upon returning to work before his/ her application for Emergency leave is considered for approval.

### **33.0 Time-Off (*For Personal matters*)**

- 33.1 Time-off is granted to employees based on its necessities of cases. An employee shall be allowed leave of absence or time-off to attend to personal need at the discretion of the supervisor.
- 33.2 If the time-off taken is less than 2.5 hours, as such it needs to be replaced on the same day or within the next day.
- 33.3 The employee is deemed to have taken half day leave if the time-off taken is more than 2.5 hours. He/ she shall be required to fill and submit the prescribed Leave application form upon return to work.
- 33.4 The replacement of time-off shall not included overtime and lunch time hours.

#### **34.0 Out Of Office** *(For official duties)*

- 34.1 An employee who wishes to go out for site duties needs to get approval from his/ her Supervisor before leaving the office.

#### **35.0 Medical Leave**

- 35.1 Medical leave will be granted to employees who have been examined by the Company's panel of doctors or by a Government Hospital Doctor and is certified unfit to work due to illness or injury.
- 35.2 In the case of emergency, an employee may produce the sick leave certificate from any available registered medial practitioner.
- 35.3 All employees shall be eligible to paid sick leave of fourteen (14) days in a calendar year.
- 35.4 An employee shall be required to notify the Supervisor not later than 10.00 am on the scheduled work day.
- 35.5 The employee is requested to produce the sick leave certificate to the Supervisor for verification and then to submit to the Human Resource Department on the first day the employee returns to work.
- 35.6 Frequent occurrence of employees taking sick leave immediately preceding or after a Public Holiday or weekends, shall render him/ herself liable to disciplinary action.
- 35.7 An employee who absents him/ herself form work on sick leave and does not inform or attempt to inform the Supervisor of such sick leave within forty-eight (48) hours of the commencement shall be deemed absent from work without permission and shall be subjected to disciplinary action.

#### **36.0 Hospitalization Leave**

- 36.1 Where hospitalization is necessary, an employee shall be entitled to paid hospitalization leave of sixty (60) aggregate days in each calendar year.
- 36.2 For this purpose, the total number of sixty (60) days of hospitalization leave shall be inclusive of any sick leave previously taken in that year.
- 36.3 An employee or his/ her representative shall notify the Supervisor as soon as the employee is admitted in the hospital.
- 36.4 Within three (3) days of hospitalization, the employee or his/ her representative must notify the Supervisor and HR Department for the duration of the hospitalization leave and expected date to resume work.
  - 36.4.1 It is the responsibility of the Supervisor to ensure that HR Department is fully aware of such notification.
- 36.5 An employee is requested to produce the hospitalization leave certificate to the Supervisor for verification and then to submit to the HR Department on the first day the employee returns to work.

### **37.0 Compassionate Leave**

- 37.1 The Company shall grant two (2) consecutive working days of paid compassionate leave to an employee in any calendar year under the following circumstances :
  - 37.1.1 Natural disaster which affect the employee's person or property, such as flood, fire and landslide.
  - 37.1.2 Death of spouse, child and parents. (Child also include legally adopted children)
  - 37.1.3 Death of parents-in-law.
- 37.2 The employee shall produce documentary evidence to qualify for compassionate leave.
- 37.3 Any employee found obtaining compassionate leave through mislead of facts shall be subjected to disciplinary action.
- 37.4 Any circumstances other than the above shall be treated as emergency leave.

### **38.0 Paternity Leave**

- 38.1 Male employees shall be granted two (2) consecutive working days of paid paternity leave on the birth of the child by his legal spouse.
- 38.2 The employee shall produce the birth certificate of his child in order to qualify for the paternity leave.

### **39.0 Marriage Leave**

- 39.1 An employee shall be granted paid marriage leave for three (3) consecutive working days on his/ her legal marriage.
- 39.2 Application for marriage leave shall be supported by a marriage certificate.

#### **40.0 Replacement Leave**

- 40.1 Any employee may be required to work on any off days, rest days, or public holidays and in such event he/ she shall be eligible for replacement leave of work done.
- 40.2 The work carried out must be in accordance with the operational requirements as assigned and endorsed by the Supervisor.
- 40.3 Utilization of replacement leave must be with the approval by the Supervisor on the prescribed Leave form.
- 40.4 The replacement leave for hours work done on off days, rest days or public holidays shall be as follows :

<b>Hours of work done</b>	<b>Replacement leave</b>
8 hours or more in a day	1 day
4 - 8 hours in a day	Half day
Less than 4 hours in a day	Eligible for Time-Off

#### **41.0 Maternity Leave**

- 41.1 Every female employee shall be entitled for paid maternity leave for a period of sixty (60) consecutive days in respect of each confinement up to 5 surviving children.
- 41.2 The sixty (60) consecutive days of maternity leave shall be inclusive of off days, rest days and public holidays.
- 41.3 A female employee who is an employee with the Company at any time in the four (4) months before her confinement.
- 41.4 A female employee who has completed not less than ninety (90) continuous days of service with the Company during the nine months immediately before her confinement.
- 41.5 Maternity leave shall be granted on or after the 28<sup>th</sup> week of pregnancy. Miscarriage as defined in the Employment Act, 1955 will be treated as a normal sick leave.
- 41.6 To facilitate the planning of work schedule during the female employee's absence, application of maternity leave shall be made at least two (2) weeks before the start of the maternity leave.
- 41.7 Application for maternity leave shall be supported by a certificate from a registered medical practitioner.

## **42.0 Pilgrimage Leave**

- 42.1 The Company shall grant pilgrimage leave to a Muslim employee to perform the 'Haj' in Mecca.
- 42.2 Muslim employees who have served the Company for a minimum of two (2) years of continuous service in the Company shall be eligible for twenty-one (21) days of unpaid leave.
- 42.3 In the event the employee has the intention to take pilgrimage leave, he/she shall write in to the Company at least two (2) months notice in advance.

## **43.0 Outpatient Medical benefit**

- 43.1 An employee shall be entitled to claim up to RM 50.00 per month of medical outpatient treatment. Any excess of this limit shall be borne by the employee.
- 43.2 The reimbursement of the medical expenses shall be credited to the employee's end month payroll.
- 43.3 The medical benefit are subject to the following exceptions :
  - 43.3.1 Treatment by an acupuncturist, homeopath and traditional medicine.
  - 43.3.2 44.3.2 Contraceptive treatment such as family planning pills, IUD and Sterilization.
  - 43.3.3 Infertility treatment.
  - 43.3.4 Aids for correction of eyes sight.
  - 43.3.5 Plastic or cosmetic surgery or treatment for beautification purposes.
  - 43.3.6 Abortion and venereal disease treatment.
  - 43.3.7 Treatment arising from intentional and self inflicted injuries.
  - 43.3.8 Expenses incurred during hospitalization, which are of personal in nature.
  - 43.3.9 Treatment arising from the proven and unlawful use of drugs or narcotics.

#### **44.0 Inpatient Medical benefit**

- 44.1 All employees who have served more than two (2) years with the Company shall be covered by the Company's Group Hospitalization and Surgical Insurance Scheme.
- 44.2 The Company shall not bear the costs of the following :
- 44.2.1 Medical check-ups and examination not specifically required by the Company.
  - 44.2.2 Injury or disablement arising from any proven fault, participation in or attendance of any hazardous sports.
  - 44.2.3 Attempted suicide.
  - 44.2.4 The performance of any unlawful act.
  - 44.2.5 The exposure to any unjustifiable hazards except when endeavoring to save or protect his property or the property of the Company, or to save human life.

#### **45.0 Mileage Claim**

- 45.1 An employee is allowed for a mileage claim based on prevailing mileage rates when traveling in own vehicle either a car or motorcycle on Company's official matters.
- 45.2 Mileage claim eligibility is extended to an employee who is not entitled for a fixed traveling allowance and/ or motorcycle as per below rate :

<b>Kilometer (km) per month</b>	<b>Mileage Rate (RM)</b>
Car	0.60
Motorcycle	0.40

- 45.3 All claims on toll and parking charges are on actual basis. Claimants should produce toll/ parking receipts when making claims.
- 45.4 An employee who is unable to use own vehicle can claim taxi fares, train, bus or LRT for the distance travelled provided the amount claimed is reasonable and supported with receipts.
- 45.5 When a group travelling to the same destination, mileage claim will be on the basis of a group and not by each employee in the group.
- 45.6 Where an employee's nature of work requires heavy traveling, the Company has the discretion to substitute the daily mileage claim with a fixed traveling allowance and/ or in any other form.
- 45.7 Submission of claims must be made no later than one (1) month from the date of travel.
- 45.8 An employee who receives a fixed monthly allowance is not entitled for a mileage claim unless on outstation trips.

## **46.0 Transportation Allowance**

- 46.1 The transportation allowance is applicable to an employee who is required to travel on business trips to Sabah and Sarawak only.
- 46.2 The minimum transportation allowance is RM 150.00 per day.
- 46.2.1 Any access of the limit will be borne by the staff.

## **47.0 Meal Allowance**

- 47.1 An employee who is on outstation duty will be eligible to receive Meal Allowance subject to the travelling time as follows :

<b>Meal</b>	<b>Travelling time</b>	<b>Allowance</b>
Breakfast	Before 9.00 am	RM 8
Lunch	9.00 am – 2.00 pm	RM 12
Dinner	After 7.00 pm	RM 15

## **48.0 Accommodation Allowance**

- 48.1 An employee who is required to travel on business trips and overnight stay will be provided with accommodation allowance amounting to RM150.00 per night.
- 48.2 For the purposes of GST declaration, submission of claims need to be supported with detailed receipts (with Company's name stated on the receipt). Any access of this limit shall be borne by the employee.

## **49.0 Advance payment**

- 49.1 An employee is allowed to request for payment in advance when travelling for business trips and where the trip required for overnight stay.
- 49.2 Prior making the trips, the respective Project Manager or the person in charge for the trip arrangement, need to fill in the Advance Request Form and submit to the Finance Department for approval.
- 49.3 Processing of advance payment takes three (3) working days.
- 49.4 The employee may request payment in advance for the following allowances:
- 49.4.1 Meal allowance
- 49.4.2 Accommodation allowance
- 49.4.3 Transportation allowance
- 49.5 Upon returning from the business trips, the employee have to submit the claim forms and the relevant documents to the Finance Department for reconciliation.

## **50.0 Displacement Allowance**

- 50.1 An employee who is transferred or seconded to a different location for a certain continuous period is entitled to a fixed monthly displacement allowance.
  - 50.1.1 The amount of the displacement allowance shall be granted based on the assessment of the living costs at the place of transfer.
- 50.2 This allowance shall be discontinued when the employee is relocated back to the place of origin.

## **51.0 Microsoft Professional Certificate Allowance (MPC Allowance)**

- 51.1 Employees who have passed the examination and qualified for a Microsoft Professional Certificates are eligible to receive the MPC Allowance of RM 500.00 per month.
- 51.2 The entitlement for the allowance is based on active certification that qualify to the Microsoft Gold Certification Partners and competencies at the time of receiving such allowances.
- 51.3 The allowance shall be withdrawn in the event where the certification is considered obsolete or no longer relevant with the existing competencies.

## **52.0 Employee Behavior**

- 52.1 All employees are expected to conduct themselves professionally and in accordance behavior parallel to the Company's expectations.
- 52.2 The Company shall not tolerate with any employee using of abusive language and physical violence towards the Management, Department Heads, other fellow employees, customers and visitors in the workplace.
- 52.3 An employee found guilty of such misconduct will be subject to disciplinary action which may result in termination.
- 52.4 An employee who is detained in police custody, whether on a criminal charge or otherwise shall be asked to show cause and explain the situation to the Company.

### **53.0 Punctuality and Attendance**

- 53.1 Each employee is required to thump print in and out at the thumb print machine when reporting to work and leaving the Company's premises.
- 53.2 Employees located at customers' premises, are required to punch their time cards in the time clock at the time of reporting to work and leaving after work.
- 53.3 An employee who forgets to thump print in and out shall immediately notify HR Department for verification of his/ her attendance.
- 53.4 Employees who do not thump print in and out during normal hours of work shall be considered as absent from work, unless with justifiable reason.
- 53.5 If an employee is unable to be present to work, he/ she must inform his/ her immediate Supervisor before 10.00 am on the same day.
- 53.6 The HR and Corporate Services Department monitors employees' attendance and imposes disciplinary action to late comers who without reasonable excuse, unless justifiable and approved reason by respective Department Head.
- 53.7 The Department Head must counsel the late comers and take necessary steps to overcome the setback before any actions to be taken by the HR Department.
- 53.8 Regular late attendance shall be categorized as 'Major Misconduct' and appropriate disciplinary action shall be taken on habitual late comers.

## **54.0 Grievance Handling**

- 54.1 The company encourages all employees to work as a team with high spirit and morale. No employee should feel coerced or threatened in carrying out duties in the company with diligence, honesty and commitment.
- 54.2 Grievance procedure is to provide an effective and acceptable channel for all employees to bring out problems, complaints or grievance pertaining to their work to the attention of the management.
- 54.3 When addressing a complaint an employee shall comply the procedures as below:
  - 54.3.1 All complaints must be initially directed to the immediate Supervisor.
  - 54.3.2 If immediate Supervisor is unable to solve the complaint within five (5) working days, the employee brings the matter to the attention of the Department Head.
  - 54.3.3 If the Department Head for some reason could not settle within a period of five (5) working days, the matter will be referred to the HR Department.
  - 54.3.4 HR Department will do investigation and report the case to the Chairman within five (5) working days.
  - 54.3.5 If the Chairman for some reason could not settle within a period of five (5) working days, the matter will be referred to the HR Committee.
  - 54.3.6 HR Committee will do investigation and decide the case result within Board Committee Meeting.
- 54.4 Any grievance not brought up within fourteen (14) working days from the decision been made of the case shall be considered closed.
- 54.5 All Department Heads are responsible in ensuring that all grievances and complaints brought to the attention of the Company are attended to through proper procedures.
- 54.6 Any grievance has been made by staff are not following the above procedures considered as disciplinary breach.

## **55.0 Disciplinary**

- 55.1 The company shall take disciplinary action against any employee who contravenes the Company's rules, regulations, criminal offence, misconduct, inefficiency, insubordination or non-performance.
- 55.2 The purpose of disciplinary action shall be :
  - 55.2.1 Corrective in nature, and not mean to be punitive.
  - 55.2.2 Ensure fair and equitable treatment of all employees.
  - 55.2.3 The procedures are designed to be progressive.
- 55.3 Corrective interview shall be implemented for the following purposes :
  - 55.3.1 For the purpose of employee's improvement targets where it should be documented and kept at the departmental level.
  - 55.3.2 Each Department Head is responsible for counseling and administering the disciplinary procedure in all disciplinary problems under his area of operation.
  - 55.3.3 Respective Supervisor shall immediately speak to the employee on person to person basis on the act of misconduct or indiscipline by the employee.
- 55.4 Department Heads may issue verbal warnings to their respective subordinates :
  - 55.4.1 When the corrective interview fails.
  - 55.4.2 The employee commits the first violation of a minor rule.
  - 55.4.3 The verbal warning will be recorded and to be kept at the department level.
  - 55.4.4 Depending on cases, Department Heads may seek advice from the HR Department.
- 55.5 Written warning will be issued to the respective employees :
  - 55.5.1 When the violations after a verbal warning or when serious rule violations occur for the first time.
  - 55.5.2 Based on the findings and recommendation, the HR Department shall issue written warnings to the employees concerned and the records will be kept in the employee's personal file.
- 55.6 Final written warning
  - 55.6.1 The HR Department shall issue the final written warning when the violation been occurred after a verbal and written warning.
  - 55.6.2 Disciplinary action shall be taken after the final warning.

55.7 Domestic Inquiry (DI)

55.7.1 Company shall apply the principles of Domestic Inquiry (DI) in accordance with the IRA 1967, and guidelines laid down by the Industrial Court.

55.8 Suspension

55.8.1 When the current incident is unclear pending further investigation or inquiry before a final decision is made.

55.8.2 For the purpose of holding a domestic inquiry, it shall be half pay for a period not exceeding fourteen (14) working days.

55.8.3 The employee concerned shall not be required to report for duty until the completion of the suspension period.

55.8.4 After the period of fourteen (14) days, the period of suspension will be with full pay until such time enquiry is completed.

55.9 Due Inquiry.

55.9.1 An employee facing serious disciplinary action shall be served a 'Show Cause' Letter outlining the charges alleged against him/ her.

55.9.2 Subject to the reply from the employee, company will proceed with the inquiry.

55.10 After due investigation or inquiry, the company may :

55.10.1 Give employee a written warning.

55.10.2 Suspend the employee without pay for a period not exceeding two weeks.

55.10.3 Downgrade the employee.

55.10.4 Dismiss the employee without notice.

55.10.5 Impose any lesser punishment the company may deem fit.

55.11 Right to appeal

55.11.1 An employee who is subject to any disciplinary act shall have the right to appeal directly to the Chief Executive Officer in writing.

## 55.12 Termination/ Dismissal

- 55.12.1 Termination or dismissal would result when all the above procedures fail to correct. After due inquiry, the company reserves the right to terminate without notice, pay or other forms of compensation deems fit.
- 55.12.2 The company's right to dismiss shall be deemed to include the right to suspend, demote or otherwise discipline an employee in lieu of discharge.
- 55.12.3 With accordance to the Employment Act 1955, the Company has the right to dismiss the service of an employee who is absent from work for more than two (2) consecutive working days without reasonable excuse and without informing or attempting to inform his superior of such absence.

55.13 For unsatisfactory of work, attitude or behavior (except in case of proven dishonesty or immorality) an employee will be advised and given opportunity to improve and correct his weaknesses. Appropriate disciplinary action will be imposed when there is no mark of progression from the employee after given reasonable time for him/ her to improve.

## 55.14 Act of misconduct

- 55.14.1 Habitual lateness in reporting for duty.
- 55.14.2 Breach of trust.
- 55.14.3 Rude or rowdy of misbehavior at work place or in company premises.
- 55.14.4 Threatening, intimidating, compelling or interfering with fellow employees.
- 55.14.5 Using abusive or threatening language to Supervisor and other employees.
- 55.14.6 Absence from work without Supervisor's consent or approval.
- 55.14.7 Willful insubordination or disobedience to any lawful and reasonable order from Supervisor.
- 55.14.8 Any act not in compliance with the safety and security procedures.
- 55.14.9 Consume alcoholic beverages during working hours or after working hours in the Company's premise or while carrying out any official duties out of office.
- 55.14.10 Convicted or imprisonment for criminal offence.
- 55.14.11 Commit an immoral act within the Company's premises.
- 55.14.12 Forge or deface medical certificate or other official documents.

- 55.14.13 Gamble, play cards or conducting any illegal gambling activities of any form.
  - 55.14.14 Posting materials, pornography, banned publications within the company's premises.
  - 55.14.15 Sleeping while on duty.
  - 55.14.16 Theft or attempted to steal the Company's or employee's properties.
  - 55.14.17 Sexual harassment.
  - 55.14.18 Unauthorized use of company's vehicles or equipment.
- 55.15 The disciplinary procedures which is imposed will depend on the severity of an offense.

## **56.0 Alcohol and Drug Abuse**

- 56.1 Alcoholic beverages and dangerous drugs which are not on prescriptions are not to be consumed on Company premises.
- 56.2 An employee who reports to work under the influence of alcohol or drugs shall be grounds of disciplinary action which may result to dismissal.

## **57.0 Prevention of Sexual Harassment**

- 57.1 Sexual harassment means any unwanted conduct of a sexual nature having the effect of verbal, non verbal, visual, psychological or physical harassment.
- 57.2 Supervisory personnel shall protect his/ her subordinate from such harassment by providing advice and help.
- 57.3 An employee who believes that he/ she has been the subject of sexual harassment should report the alleged act to his supervisor who then forward the case to the HR Department for further action.
  - 57.3.1 An employee making false accusation shall be subjected to disciplinary action.
  - 57.3.2 An employee who is guilty of sexual harassment shall be sentenced which includes to dismissal.

## 58.0 Training and Development

- 58.1 The Company shall encourage the training and development of its employees to further motivate them to contribute more effectively to the Company's overall business growth and expansion.
- 58.2 Training programs shall be intended to improve the current performance of an employee in a particular skill, knowledge and attitude of the employee. Such training has to be relevant to business goals, direction and job demands.
- 58.3 The Department Head shall be responsible to identify any particular knowledge or skill deficiencies that may have prevented the effective performance of duties of an employee.
- 58.4 For the purpose of bidding management, the respective Department Head will appoint qualified employees to attend company sponsored courses which have been identified.
- 58.5 The respective employees will be granted an allowance of certification of RM 500.00 per month, based on the selected Microsoft Gold Certification Programs attended.
- 58.6 The employee will have to sign a bonded agreement with the Company when attending any training programs sponsored by the Company.

The period of the bonded agreement is dependent on the Course Value as follows :

<b>Course Value</b>	<b>Bonded Period</b>
Less than RM 10,000	24 months
Rm 10,000 – RM 20,000	36 months
More than RM 20,000	48 months

- 58.7 The HR Department is responsible for courses arrangement to the participants and maintaining the training records.
- 58.8 In the event the employee violates the terms of the Agreement by not continuing employment with the Company for the period stipulated herein, then he /she shall pay the company an indemnity as follows :

<b>Course Value/ Training Cost</b>	<b>Months Served Within Bonded Period</b>	<b>Fees Payable to the Company (%)</b>
Less than RM 10,000	1 - 8 months	100 % from the total expenses
	9 - 16 months	70 % from the total expenses
	17 - 24 months	50 % from the total expenses
RM 10,000 – RM 20,000	1 - 12 months	100 % from the total expenses
	13 - 24 months	70 % from the total expenses
	25 - 36 months	50 % from the total expenses
More than RM 20,000	1 - 16 months	100 % from the total expenses
	17 - 32 months	70 % from the total expenses
	33 - 48 months	50 % from the total expenses

## **59.0 Occupational Safety and Health (OSHA)**

- 59.1 The objectives of OSHA in the company are to reduce or eliminate work related injuries, and to implement safe work practices.
- 59.2 The Company shall comply with OSHA Act 1973 regulations and standards in implementing safe work practices.
- 59.3 It is the responsibility of the Department Head for the safety of equipment and property within his/ her area of responsibility.
- 59.4 All Department Heads must enforce safety rules to their department and to give full support of all safety procedures, activities and programs.
- 59.5 All employees shall adhere to the safety rules and to implement a safe work practices.
- 59.6 All employees must report of any accidents, injuries and illness that occurred to their Supervisor promptly.
- 59.7 It is the responsibility of all employees to identify of unsafe condition that exist in the workplace.