



EMPLOYEE HANDBOOK

(NINE REVISION)

9th Revision: 01 August 2020

CITY UNIVERSITY

**Menara City U, No. 8 Jalan 51A/223,
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1.0 GENERAL INFORMATION

1.1 INTRODUCTION

- i. This handbook shall be titled as **"Employee Handbook"** (hereinafter referred to as the Handbook) and shall be read in conjunction with the employees' letter of appointment.

The purpose of this Handbook is to provide a clear understanding between the Management of City University and the employee on matters concerning the terms and conditions of employment and to provide an orderly and effective means of conducting and resolving any misunderstanding or grievance between the employees and the Company.

We believe that both parties acknowledge the fact that the well-being of the Company is dependent upon common determination to work together in close cooperation with the Management and employees affirm their desire to create a relationship of mutual respect, trust and confidence.
- ii. Where applicable, these Terms & Conditions shall be subject to the provisions of the Employment Act, 1955 and any other relevant Government legislation and amendments thereof and currently enforced.
- iii. Should there be any discrepancy or ambiguity in terms of the context meaning and interpretation of any part of this Handbook, further reference should be made to the Human Resources Department for clarification.
- iv. These Terms and Conditions shall also be subject to the Human Resource Policies, procedures and any amendments thereof. The Company reserves the right to amend, delete, withdraw any terms and conditions or part thereof as and when necessary. Any changes to the terms and conditions of service shall be subject to approval by the Board of Governors and / or Management Committee.
- v. This Handbook is on the Company website and assessable to all employees. All employees are free to refer to the Handbook in the website as and when they need to do so.

1.2 COMPANY PROFILE

City University (City U) (or formerly known as City University College of Sciences Technology) was founded in April 1984 by a group of scholars with extensive experience in both local public universities and reputable overseas universities. Registered with the Ministry of Higher Education under the former Education Act 1961, City U was known then as the Petaling Jaya Community College (PJCC). It was established at a time when there was a growing awareness that it was necessary for the private sector to complement the national education effort. City U is a private university that offers various undergraduate and postgraduate academic courses as well as Human Resource Training and Development.

1.3 VISION, MISSION AND CORE VALUES

Vision

To be a University that is recognized as among the leading institutions of higher learning with a steadfast commitment to excellence and perfection.

Mission

To produce high quality graduates, well-balanced with the employability attributes of professionalism, communication skills, intellectual curiosity, ethical behavior and life-long learning.

Core Values

- Our people are our greatest strength
- Our customers are our highest priority
- Partnerships are our future
- Innovation and technology are our competitive edge

1.4 DEFINITIONS

The following definitions shall apply throughout this entire Handbook unless expressly stated otherwise.

- a. **"Company"** means U.C.I Education Sdn Bhd and City University.
- b. **"VC/ED"** refers to the Vice Chancellor/Executive Director.
- c. **"Confirmed Employee"** refers to employees who have successfully completed the probationary period of service and whose employment in City University has been confirmed.
- d. **"Contract Employee"** means an employee who is engaged for a specific period of not exceeding 12 months with a view to permanent employment where applicable at the sole discretion of the Company. Such employees are also eligible for benefits governing permanent employees of the University. Employees serving a period of 3 months to 6 months employment are not entitled to the benefits. For employees employed on a temporary basis, they are not entitled to benefits contained herein. For such employees the benefits shall be in accordance with the Employment Act, 1955 currently enforce.
- e. **"Immediate Family"** refers to the employee's spouse, children, parents, parents-in-law, brothers, sisters or immediate grandparents.
- f. **"Panel of Doctors"** refers to Company's approved panel of medical practitioners (who may be appointed from time to time).
- g. **"Outstation"** refers to locations or destinations that are 100 kilometers or more away from the normal place of work or office.
- h. **"Executives"** shall refer to employees in Grades E1 to E7 for non-academics and Grades A1 to A8 for academics.
- i. **"Non-Executives"** shall refer to employees in (where applicable) Grades N1 to N5.
- j. Word used in this handbook to indicate male employees shall also apply to female employees except as the text clearly indicates otherwise.

2.0 GENERAL EMPLOYMENT TERMS

2.1 APPOINTMENT

2.1.1 All appointments apart from others shall be subject to the following condition:-

- Production of evidence of age, educational qualifications and satisfactory references from educational institutions, previous employers and/or any other references that the Company may require.
- That the information submitted by the employees for their personal record is correct and true.
- The signing of a "Non-Disclosure Agreement".

2.1.2 If at any time subsequent to the appointment, it is found that any statement or documentary evidence furnished under Para 2.1.1. is false or misleading, the employee shall be liable for instant dismissal or any other disciplinary action deemed appropriate by the Company. Deliberate concealment of any material fact or disability can also subject the employee for similar disciplinary action.

2.1.3 As for Academic Staff (Lecturers) and other appointments like wardens and drivers appointment will be based on a contract for 1 year with 6 months' probation

If the appointment is confirmed, at the commencement of the 2nd year the employee concerned will be offered permanent employment without probation.

If the appointment is not confirmed within the initial contract period of 1 year, the contract shall end by efflux of time OR;

The employee concerned will be given a fresh contract of 6 months in order to give the employee concerned another opportunity (solely at the discretion of the management) and if found suitable the employee will be offered permanent employment or the contract shall cease at the end of the 6 months period.

As for Marketing Staff the appointment will be on a contract basis for 6 months and if found suitable the staff concerned will be offered permanent employment. If not suitable the contract will end by efflux of time.

2.1.4 With regard to the employment of academic employees, there is a requirement by Kementerian Pendidikan Tinggi (KPT) for an academic employee e.g. a lecturer to possess a valid teaching permit and should the need arise for City University to apply for such a teaching permit, the KPT fee of RM200 has to be paid for by the academic employee / lecturer concerned. Such fee will be offset from the first month salary of the employee concerned.

As for an academic employee who is already in service and if his/her expiry date of the teaching permit needs to be extended, the KPT fee of RM50.00 will have to be paid for by the employee concerned. This would be offset from the salary of the employee concerned.

2.1.5 With regard to the application for the post of Assistant Professor, the Academic staff concerned will have to fulfill the following;

- i. He/she should have completed the PhD programme for more than 1 year.
- ii. He/she should have served the Company continuously for more than 6 months.

2.1.6 Employees who are employed by the company on a "Contractual Employment" i.e. contract employee, need to complete his/her contract within the duration given. If they are not able to exit within the contract duration, they must pay to the company the remaining contract period. This clause however is not applicable to the company should they decide to end the employee's employment.

2.2 PROBATION AND CONFIRMATION OF SERVICE

Newly appointed employees on permanent employment shall be required to serve a probationary period from his date of appointment as stipulated in the appointment letter.

The purpose of the probation period is for the Company to assess whether the employee is suitable for regular employment with the Company and for the employee to understand and adapt to the Company's culture and retirement.

Head of Departments and Faculties shall be responsible for monitoring the performance of the employees during their probationary period.

Though the probationary period is six (6) months or as specified in the terms and conditions of the offer letter, the Company may, at its discretion, shorten or extend the probationary period by further three (3)

months if the performance of the probationer is found to be unsatisfactory and the employee will be informed in writing stating the reason for extension or the status of their confirmation of employment.

2.3 TERMINATION/RESIGNATION/CLEARANCE

During the probationary period (if not specified in the offer letter), either party may terminate the employment by giving to the other a written notice with the following duration:-

<u>Category</u>	<u>Duration of Notice</u>
Non Executive	- Two (2) weeks
Executive	- One (1) month
Managerial, Lecturer and above	- Two (2) months

After confirmation, either party may terminate the employment by giving to the other a written notice with the following duration:-

<u>Category</u>	<u>Duration of Notice</u>
Non Executive	- One (1) month
Executive	- Two (2) months
Managerial, Lecturer and above	- Three (3) months

Employees serving on a fixed term contract shall be governed by terms and conditions stipulated in the contract and benefits mentioned in the contract shall be applicable.

I. TERMINATION

- i. The Company reserves the right to terminate without notice, pay or any other forms of compensation, after due inquiry, where applicable, the service of the employee who has been continuously absent from work for more than two (2) consecutive working days (i.e. 48 hours) without informing or attempting to inform his immediate superior or the HR Department, and without valid or reasonable excuse of his absence. This includes any employee who is found guilty of any conduct inconsistent with the fulfillment of the express or implied terms of contract of employment. In such circumstance, the Company may claim indemnity for such breach of contract.
- ii. In the event of a willful breach of contract on the part of the employee, the employment may be terminated without prior notice and without payment of salary in lieu of notice. The employee shall only be entitled to payment of the proportionate amount on salary and allowance (if any) due to him up to the time of such dismissal.

In the event of an employee abandoning his/her contract of service without submitting a resignation letter giving the required notice or salary in lieu of notice, City U reserves the right to communicate with the new employer to indemnify City U the salary in lieu of notice to be paid by the employee who had abandoned the contract and is no more in the employment of City U.

- iii. Complaints: As City U is an institution of higher learning, it is fundamental and pertinent for all employees to ensure that they safeguard the image and reputation of City U at all times. In conjunction with this, all employees must cooperate to ensure that complaints from our students or the public are kept to the barest minimum.

On investigation, if the complaints from our students or the public are found to have basis and are legitimate, depending on the seriousness and severity of the complaints, the employee/s complained about shall be subject to severe disciplinary action resulting in termination of employment without prior notice or payment of salary in lieu of notice. Only due salary up to the date of termination of service will be paid.

- iv. As an institution of higher learning, City U expects all employees to not only have full commitment to their work and duties but also to be disciplined at all times. Indiscipline behavior will not be tolerated and employees who are involved in any illegal or immoral activities like drug (substance) abuse i.e. "drug taking" which is likely to damage the image and reputation of City U shall result in severe disciplinary action being taken which shall include dismissal from service without due notice or salary being paid in lieu of notice. Only earned salary up to date of dismissal shall be applicable.
- v. Substance (Drug) Abuse
 - a) Employees who are suspected by the Company to be involved in substance abuse shall be required by the Company to undergo any kind of related tests as and when necessary to be conducted by competent personnel.
 - b) In case of a dispute with regard to the above an Employee will be subject to show cause as to why the test need not be instituted on him.
 - c) Employees involved in substance abuse or being involved in related activities shall be subject to not only severe disciplinary action including dismissal from service but also action by government authorities concerned.

II. RESIGNATION

An employee wishing to resign from the service of the Company is required to observe the notice period mentioned in the individual Letter of Appointment. The Company at its sole discretion will consider appeal for early release if it so deems fit.

Upon termination/resignation of the employment contract, the employee will need to perform all obligations and responsibilities (which includes but is not limited to a comprehensive handover of tasks and project/product knowledge) as instructed by the Company. The employee shall surrender all documents, records, files, keys and other properties belonging to the Company and shall settle all outstanding liabilities, loans or other obligations to the Company by the last working day.

The Company reserves the right to request the employee to replace or reimburse the cost of any properties that is/are lost by the employee or is/are faulty upon return.

With regard to employees covered by the Employment Act 1955, the Company shall observe Section 13(2), 14(1) and 15(2) of the Act.

III. RESIGNATION OF ACADEMICS.

- (a) As City U is involved in providing education and in order not to disrupt completion of modules/ subjects being taught, academics will have to ensure that the last day of service is to coincide either with the last day of semester or the day immediately preceding the commencement of the semester, subject to the contractual notice period. The company reserves the right to extend, reduce or waive the notice period if the management deems that it would be in the Company's interest to do so.

- (b) Payment of fees paid on behalf of the employee for application or renewal of permits, example teaching permit, will be offset from the last drawn salary should:
- i. An employee resigns within six (6) months/ abandons/ frustrates his/ her contract of service.
 - ii. If not confirmed in his/ her employment within six (6) months or
 - iii. Dismissed from service for misconduct.

IV. PAYMENT OF COMMISSION (IF ANY)

Employees are to note that where payment of commission is not mentioned in the appointment letter and is not part of the conditions of service but is paid as an incentive, such eligibility ceases when an employee submits his/her resignation letter or his/ her services terminated.

V. CLEARANCE PROCEDURES

Employees who are ceasing employment with the Company are strictly required to observe the following clearance procedure in order to facilitate payment of any salary dues.

- a.
 - i. Complete and duly sign the Exit Interview and Clearance Form
 - ii. Return all the Company properties entrusted to the employee during his/her service period, i.e. keys, employee card and other relevant documents
 - iii. Handover the existing duties to his/her superior or the assigned staff through the staff clearance form.
- b. Ensure that all Company belongings are returned before the employee's departure.

Non-Compliance with both the above mentioned requirements shall result in the Company off-setting RM500 from the employee's final salary due.

2.4 TRANSFER/RELOCATION

Transfer/Relocation of employees shall be at the sole discretion of the management.

An employee may be transferred/relocated to another location, department, school or section within the Company or Selia Group of Companies where the services of the employee is required and the employee will be informed in writing prior to the transfer/relocation.

Similarly, an employee may request for a transfer/relocation and such request may be approved at the sole discretion of the management of City U subject to the availability of suitable vacancy and the mutual approval of the respective Dean/Head of Schools/Departments.

2.5 PROMOTION

Promotion is recommended by Dean/Head of Schools/Departments and must be supported by the employee's annual performance appraisal record and approved by the ED.

Employees promoted shall undergo a probationary period of three (3) months to six (6) months in the new category effective from the date of the promotion.

2.6 PERSONAL RECORDS

The HR Department shall be the custodian of all personal records and shall be responsible for updating employee information.

Employees shall be required to provide the Company with accurate and up-to-date information for their personal records as and when requested by the HR Department.

2.7 INDUCTION

The HR Department and the respective Dean/Head of Faculties/Departments, shall be responsible for providing an induction programme for all new recruits to ensure that they will be able to adapt to the working environment of this Company and it primarily covers:-

- All employees in the Company
- Company's organizational structure and set up
- HR policies, regulations and benefits
- Briefing about job responsibilities and expectations

3. OFFICIAL WORKING HOURS

The normal working hours for the time being in force are:-

5 Day Working Hour

Mondays to Thursdays : 8.30 am – 5.30 pm (Lunch hour: 1.00 pm – 2.00 pm)
Fridays : 8.30 am – 5.45 pm (Lunch hour: 12.30 pm – 2.45 pm)

Or

6 Day Working Hour

Mondays to Thursdays : 9.00 am – 5.00 pm (Lunch hour: 1.00 pm – 2.00 pm)
Fridays : 9.00 am – 5.30 pm (Lunch hour: 12.30 pm – 2.45 pm)
Saturday : 9.00 am – 1.00 pm

Working hours may be subject to change due to operational requirements by the Company.

All employees are expected to work beyond their normal working hours should the operation of the business environment warrants them to perform additional hours of work.

In certain circumstances some category of employees may not be required to observe the official working hours but will follow the hours mentioned in their Letter of Appointment.

All employees are required to clock in and out their attendance at work daily, for time recording purposes. Employees have to adhere to any form of time management system implemented by the Company. Employees who do not clock in and out without valid reason(s) shall be subjected to disciplinary action.

3.1. ATTENDANCE / THUMB IN/OUT

It is mandatory for all employees to record their attendance at work via the thumb print device installed at various locations. Kindly note that thumb in/out recording information of employees are checked during the later part of the month. This information (among others) is relied upon for computation of monthly salary of employees concerned. Employees who do not thumb in/out with regard to attendance at work other than on non-working days, will:-

- i. Face stern disciplinary action (unless they have a valid & acceptable reason)
- ii. Receive their wages for the month based only on the working days they had thumb in/out (unless they have a valid and acceptable reason)

In view of the foregoing, it is imperative that all employees concerned strictly observe company requirements to thumb in/out during official working days.

Should employees face any problems with regard to recording their attendance via the thumb print device, they are to contact the HR Department without undue delay for assistance to help rectify the problem faced.

3.2 REPLACEMENT OF ID CARD

A fee of RM20 will be charged for replacement of an ID card, except for the following reasons:-

- iii. Employee is robbed and the ID card taken away(Police report must be submitted)
- iv. Due to fair wear and tear (New for old basis)
- v. Damage/loss due to unforeseen circumstances (e.g. flood, fire, etc)

4. PERFORMANCE MANAGEMENT

This is a periodic exercise undertaken to evaluate employees based on work performance, productivity, training needs and other career development.

There are three types of Performance Management:-

NO	TYPE OF PERFORMANCE APPRAISAL	PURPOSE
(a)	Confirmation	For confirmation of employees under probation: (i) new employees; (ii) promoted employees under 'acting' position
(b)	Annual	For employees who are still with the Company as at 31 st December
(c)	Merit	For employees who have shown exemplary performance in their work

5. TRAINING AND DEVELOPMENT

Any employee who has been identified for training must attend the training without fail. Any absence from the training without just reason(s) will result in serious disciplinary action being taken against the employee concerned. In the event that the employees have valid reason(s) as to their inability to attend the training it must be communicated immediately to Deans/Heads of Faculty/Departments or the Human Resource Department (HRD).

6. RETIREMENT

I. Retirement Age

Effective 1st July 2013 retirement age for employees shall be sixty (60) years. Employees will be retired on reaching sixty (60) years of age.

Company may re-employ an employee after his retirement taking into consideration his health, work performance and on other terms and conditions on a yearly contract basis. The terms and condition of re-employment shall be determined by the Management.

In the absence of a birth certificate, the date of birth as shown on the identity card shall be deemed to be the date of birth for the purpose of determining the retirement age.

II. EPF/SOCSSO Contribution

The below mentioned, shall be the contributions for Employees who are 60 years and above. Such contributions shall be up to 75 years only.

EPF (Reduced Contribution)

	<u>Employer</u>	<u>Employee</u>
Contribution	4%	NIL

SOCSSO

	<u>Employer</u>	<u>Employee</u>
Contribution	As per SOCSSO schedule (Category 3)	NIL

7. RETRENCHMENT

The Company may retrench its employees on the following grounds:

- (a) When the Company ceases operation or wishes to cease operation in the business activity where the employees are based;
- (b) When redundancy occurs; and/or
- (c) Re-organization as a result of prevailing economic environment.

Employees whose services are to be terminated on the ground of redundancy shall be notified at least one (1) month in advance by the HR Department.

8. RE-EMPLOYMENT

Former employees may be eligible for re-employment subject to the following guidelines:

- (a) Employees who left the Company on a voluntary basis for personal reasons such as illness in the family or further studies and whose prior employment records are acceptable; and
- (b) If the services of these individuals are essential to the Company.

Employees dismissed by the Company, including those who had resigned to avoid dismissal are not eligible for re-employment.

A re-employed employee shall be considered as a new employee and there will be no continuity of service connected to the previous employment by the Company.

9. PUBLIC HOLIDAYS

The Company observes all gazetted Federal and State public holidays which are as follows:-

New Year	1 day
Thaipusam	1 day
Chinese New Year	2 days
Prophet Muhammad's Birthday	1 day
Labour Day	1 day
Wesak Day	1 day
Agong's Birthday	1 day
Sultan of Selangor's Birthday	1 day
National Day 1	1 day
Hari Malaysia	1 day

Nuzul Al-Quran	1 day
Hari Raya Puasa	2 days
Deepavali	1 day
Hari Raya Haji	1 day
Awal Muharam	1 day
Christmas Day	1 day

When a public holiday falls on the nominated rest day, the Company will declare the next working day as a holiday in lieu. All employees shall observe the gazetted public holiday in the state he is currently assigned to. The number of days may vary from state to state. Sunday (or Friday, as the case may be) shall be observed as a rest day.

All employees are required to report for duty in the event of any sudden announcement of "ad-hoc" public holidays declared by the Government or Government of the State in which the employee is serving. The Company shall decide and inform the employee of its decision regarding the status of such holiday. Failure to report for duty on such a holiday shall be construed as absence without permission from the Company.

If any paid public holiday falls on a female employee's maternity leave, the public holiday shall be deemed to have been taken if she has received her maternity pay.

If any paid public holiday falls during an employee's period of temporary disablement under the Employees Social Security Act 1969, the public holiday shall be deemed to have been taken if he has received his compensation for temporary disablement under the scheme.

The Company reserves the right to declare extra holidays to coincide with any public holiday and such extra holidays will be offset from the employee's annual leave. During such a case, where the employee has still not earned his annual leave or has used up all his earned leave, it will be considered as unpaid leave.

10. ANNUAL LEAVE ENTITLEMENT

All annual leave taken shall be calculated on a pro-rated and earned basis, that is, the annual leave entitlement for that year shall be accrued in proportion to the number of days served in the current year.

10.1 Non Academic

Category	Entitlement per year	
	(<5 Years)	>5 Years
* Non-Executive	14	17
Executive	15	18
Managerial & above	21	25

10.2 Academic

Category	Entitlement per year	
	<5 Years	>5 Years
Professor/Associate Professor/Dean/Deputy Dean/Director	21	25
Senior Lecturer (A6 and above)	15	18
Lecturers (A7)	15	18
Assistant Lecturers	15	18

Annual leave must be exercised during the year of entitlement. However, where exigency of service does not permit the leave to be exercised, it can be carried-forward to the next following year with management's approval.

Employees who are engaged on a contract for service basis wherein they are paid a salary and not fee will be eligible for Annual Leave only upon confirmation of services.

The maximum accumulation of number of days annual leave shall not exceed half of the balance of the unutilized Annual Leave for the year. Such accumulation **must be completely utilized by 31st March of the next following year and only 50% of such leave entitlement can be accumulated. Employees are to request for permission from the management to carry forward the 50% of the balance of Annual Leave. Request for permission must be submitted to the management by 20th of December. Any number of days above the allowable 50% (subject to approval by Management) will be forfeited without compensation.**

Note: Any appeal for extension of date from the above mentioned date of 31st March will only be considered purely on merit and approval is purely Management prerogative.

Employees are **not allowed** to take Half Day Annual Leave. Annual Leave request for more than four (4) hours a day shall be treated as one (1) day leave.

All annual leave applications shall be made online via CMS and **and should be applied Seven (7) days** prior to the commencement of the intended leave. When notice given is less than the stated Seven (7) days; the leave is deemed as '**emergency**' and specific acceptable reason(s) must be stated. It is the duty of employees to check whether their annual leave application has been approved before proceeding on leave.

11. EMERGENCY LEAVE

Emergency leave can be approved by the Dean/Head of Schools/Departments under excenuating circumstances only. Reasons and documentary proof (where applicable) must be stated/ submitted with the application form to ensure that the leave requested is bona fide.

Upon the approval of such leave, it shall be treated as annual leave taken. In the event that the reason(s) are deemed unacceptable, emergency leave shall be treated as unpaid leave. The employee concerned shall not be eligible for any wages for the day(s) in question.

Emergency leave is applicable where the application made is to attend to a matter where the employee's presence to critical due to some unforeseen circumstances or due to some emergency situation

The employee must inform his superior or the HR Department on the same day justifying the reason(s) for taking emergency leave. The employee must submit documentary evidence (where applicable) or acceptable explanation along with the leave form to be submitted by 10.00a.m.immediately upon returning to work.

The Company shall have the right to take disciplinary action against any employee found to be abusing his emergency leave.

The Company reserves the right to cancel any approved application for emergency leave should the employee's presence is required due to exigency of service.

12. MEDICAL/SICK LEAVE

Non hospitalization medical leave benefit for all category of employees shall be as follows:

- I. 14 days per year for employees serving less than 2 years.
- II. 18 days per year for employees serving two years or more but less than 5 years.
- III. 22 days per year for employees serving 5 years or more.

Hospitalization medical leave shall be 60 days per annum. All medical leave must be supported with the original medical certificate from panel of doctors or a government medical officer, failing which an employee may not be eligible for wages on the day he was on medical leave. Employees are to note that only in an emergency situation they may visit a non-panel clinic. Acceptable reason must be submitted for consideration by the company to recognize the medical leave certificate submitted from a non-panel clinic and for reimbursement of the medical charges incurred. As for the reimbursement of the medical charges incurred at the non-panel clinic, the reimbursement will be subject to the annual maximum which is currently RM800.00. Medical chits from "Chinese Sinsehs" or non-registered medical practitioners are not regarded as medical certificates and are not recognized.

Cumulative non hospitalization / hospitalization medical leave shall not exceed 60 days per annum as far as paid medical leave is concerned.

13. MATERNITY LEAVE

- a. Female employees will be granted a maximum of sixty (60) consecutive days of maternity leave allowance. Maternity leave will only be granted after twenty eight (28) weeks of pregnancy.
- b. Application for paid maternity leave shall be supported by a certificate from a registered medical practitioner and it must be applied 2 months in advance.
- c. Female employees who expect to be confined within thirty (30) days should as far as possible must give advance notice to the Company.
- d. Leave of absence due to miscarriage during the first twenty eight (28) weeks of pregnancy will be considered as normal sick leave.

14. PATERNITY LEAVE

Paid paternity leave shall be applicable to all male employees on the birth of his child. Paid paternity leave of two (2) days per annum shall be granted subject to a maximum of five (5) surviving children. Paternity leave is non-cumulative.

15. COMPASSIONATE LEAVE

All employees may be granted paid compassionate leave not exceeding two (2) consecutive days in any one year, non-cumulative in the event of:

- (a) Death of a member of immediate family;
- (b) Critical illness of a member of immediate family
- (c) Natural disaster such as flood, fire, etc

Immediate family herein refers to spouse, parents, parents-in-laws, siblings, children and grandparents.

16. MARRIAGE LEAVE

The Company may at its discretion grant the employee paid marriage leave for a maximum of three (3) consecutive working days on the occasion of his first legal marriage only. All applications for such leave must be forwarded for approval one (1) week in advance and the application must be enclosed with the wedding invitation card or other acceptable documentary evidence to support the leave.

17. REPLACEMENT LEAVE

- 17.1** Replacement leave shall be applicable to employees who are required to work on their rest day/public holidays. Replacement leave shall be applicable if employees work at least 5 hours or more of authorized work on an off day or rest day or public holiday. Employees claiming overtime shall not be entitled to replacement leave. Replacement leave cannot be carried forward and must be exhausted within three (3) months of granting same failing which it shall be forfeited unless approval is obtained to extend same for a maximum of further three (3) months only.
- 17.2** If for any special occasion, the Management grants a special paid leave to the University staff, preceding or following any event whatsoever, such replacement leave granted is/are automatically not applicable to all staff except for the concerned staff who were on duty for that event.

18. EXAMINATION LEAVE

The duration of examination leave will be discretionary subject to a maximum of four (4) days in any one calendar year.

Examination leave shall be applicable only to confirmed employees (at the time of applying for such leave) and at the sole discretion of the Company and should be based on the actual number of days of the examination. Examination timetable is required as proof.

Examination leave is restricted to the first attempt for each subject of the course.

Examination leave shall only be granted for one (1) course pursued. An employee taking two (2) courses simultaneously shall not qualify for examination leave for both courses.

19. PILGRIMAGE LEAVE FOR MUSLIM EMPLOYEES

The Company shall grant pilgrimage leave to Muslim employees to fulfill their religious obligation.

Muslim employees, who have been confirmed in service for a minimum of 5 years of continuous service in the Company, shall be eligible for 10 working days paid leave to perform the 'Haj' in Mecca.

Such leave shall be granted only once during the employee's service with the Company.

In the event that the employee has the intention to apply for pilgrimage leave, the employee shall submit same in writing to the Company at least 3 months in advance.

20. PROLONGED ILLNESS

Prolonged sickness includes illnesses during which the employee is required to be hospitalized, confined or requires continuous medical treatment for a period longer than Sixty (60) days. After the 60 days hospitalization leave expiry the employee will be allowed to exhaust his/her annual leave. Once the annual leave is exhausted the following will be applicable:

First 3 months - full pay

Second 3 months – half pay

7th month onwards – no pay

The above is only applicable to employees who have served the Company continuously for at least one (1) year.

If the employee is unable to resume work after Ten (10) months, he will be medically boarded out without further compensation.

21. ANNUAL INCREMENT

Full-time employees maybe eligible for annual increments based on their performance taking into consideration profitability and financial performance of each cost centre of the Company.

Annual salary increments are **not mandatory** entitlements nor are they automatic. The increment is not a right but shall be given at the sole discretion of the Company.

Employees, who have not completed a year of service with the Company, shall be paid a proportionate annual increment based on the number of completed months of service. Any incomplete month of fifteen (15) days or more shall be calculated as one (1) month.

Employees who have resigned or who are serving their notice period shall not be entitled to any annual or promotional increment.

22. BONUS

Bonus payment is non-contractual and will depend on individual and Company performance. When declared it is paid to employees who are confirmed in employment at time of payment. For the employee who have served continuously less than twelve (12) months and are confirmed in their employment, a pro-rated bonus would be paid.

Bonus payment shall be at the sole discretion of the management.

23. OVERTIME

Overtime is only payable for so long as it is relevant to the employee and who is strictly required by the Company to work beyond the employee's normal hours of work. Such payment shall only be applicable to relevant employees earning a salary of RM2000 and below per month

24. DINNER SUBSIDY

This subsidy applies to employees who are not eligible for overtime claim. The rate will be RM10.00 per occasion where employees are required to work continuously beyond their normal hours of work and past 7.00 p.m.

25. TRAVEL CLAIMS

Employees who are required to travel within Malaysia on official purposes and using their own means of transport are eligible to claim the followings:-

Mode of Transportation	Distance	Rate
Motorcar	1 st 500 km	RM0.64 per km
	2 nd 500 km	RM0.54 per km
	Subsequent km	RM0.40 per km
Motorcycle	1 st 500 km	RM0.48 per km
	Subsequent km	RM0.40 per km

As per mode of travel however all claims must clearly indicate apart from actual distance travelled, the details of the destination instead of just mentioning the area, example, Ampang, Subang Jaya, etc. Claims must also be attached with a print out of google map concerning the distance covered.

Other than the claimant, HODs who approve the claim will also be held responsible with regard to authenticity of the claim and distance etc. travelled.

An employee is eligible to claim for reimbursement of parking expenses and toll charges incurred while on official duty and upon production of receipts.

An employee who does not have his own means of transport shall be reimbursed for actual expenses incurred for travel by taxi, rail or any other means with prior approval of the management.

Employees who are entitled to a fixed monthly traveling allowance/ reimbursement shall not be entitled to local travel reimbursement but may claim any incidentals, for example, parking, ferry or toll charges incurred whilst on official duty. However, employees who are traveling beyond 100km radius from the base office on official duty are entitled to claim for travel in addition to their traveling allowance.

26. ENTERTAINMENT CLAIMS

The Company shall reimburse actual business entertainment expenses incurred with prior approval from the Management except under extenuating circumstances whereby the employee could entertain first and submit claim for reimbursement later. The reimbursement of expenses incurred shall be subject to the approval by the management.

All entertainment claims must include the name(s) and details of the person(s) entertained and the purpose.

27. REIMBURSEMENT OF CLAIMS

All authorized claims for reimbursement for official expenses incurred must be submitted on time e.g. claims for expenses incurred in July 2017 must be submitted by the following month that is August 2017. The deadline for submission of claims will be strictly adhered to by the Company and submission of claims after the deadline will not be entertained unless valid and acceptable reasons are provided.

28. OVERSEAS/OUTSTATION TRAVEL

Approval must be obtained from the management prior to any plans made for official overseas trip. The request should include a budgeted expenditure of the trip.

Employees shall travel on economy class and where possible on the cheapest fare available. Upgrading is allowed subject to exigency of the situation and approved by the management.

29. MONETARY ADVANCE FOR OVERSEAS/ OUTSTATION TRAVEL

Employees may be provided with a reasonable cash advance appropriate to a particular circumstance of the trip.

The monetary advance provided shall, as far as possible, be in the currency of the visiting country, whether in cash or by traveler's cheques.

Employees shall be held liable for any loss of cash, or the value of traveler's cheque lost/ missing.

Upon returning from the official trip, the employee is required to submit, within a week, an expenditure report for the expenses incurred.

Any balance from the monetary advance after deducting, offsetting the approved expenses must be returned to the Company immediately.

30. ACCOMMODATION ALLOWANCE

The Company shall arrange and pay for hotel accommodation for employees who are required to travel outstation/ overseas on official duty.

All bookings for reservation shall be made through the designated Administrator for the Company subject to approval from the management for all official overseas business trips.

The entitlement shall be as follows:

Grade	Destination/Rate			
	Malaysia (with receipt)	Malaysia (without receipt)	Singapore / Brunei	Other Countries
VC, DVC, Dean, Deputy Dean, Head of School & Senior Management	RM200	RM100	S\$180	USD100
Managerial, Senior Lecturer, Lecturer &Executive	RM170	RM50	S\$140	USD80
Non-Executive	RM80	RM30	S\$90	USD70

When more than one employee is traveling to the same destination, accommodation shall be on a twin-sharing basis for employees of the same gender and grade. In the event of more than one employee of the same gender traveling to the same destination and where at least one of the employee is of senior grade, single rooms will be provided.

In the event that both employees of different grades travel together, the accommodation shall be based on the higher grade.

31. MEAL ALLOWANCE

Daily meal allowances are payable if an employee is away outstation or overseas for more than eight (8) hours a day and/or on a continuous period of up to less than thirty (30) days.

In the event where the employees is required to travel outstation/ overseas on official business purposes for a continuous period of thirty (30) days the employee shall be entitled to a 75% of the prevailing daily subsistence allowance rate inclusive of the departure day and the day of return provided that the departure is before noon and arrival is after 5:00 pm.

Employees shall not be entitled for meal allowance if:

- (a) meals are provided for by the Company or its associates; or
- (b) where employee has been entertained to a meal or where he is entertaining business clients to a meal; or
- (c) where meals are provided on board the flight

The meal allowances for employees are as follows:

Grade	Peninsular Malaysia / West Malaysia			
	Breakfast (RM)	Lunch (RM)	Dinner (RM)	Full day (RM)

VC, DVC, Dean, Deputy dean, Head of School & Senior Management	15	25	35	75
Managerial, Senior Lecturer & Lecturer	10	20	30	60
Executive	8	14	18	40
Non-Executive	5	8	12	25
Grade	Overseas			
VC, DVC, Dean, Deputy dean, Head of School & Senior Management	Actual reasonable expenses or RM200 without receipt			
Managerial, Senior Lecturer & Lecturer	Actual reasonable expenses or RM150 without receipt			
Executive	Actual reasonable expenses or RM100 without receipt			
Non-Executive	Actual reasonable expenses or RM80 without receipt			

The meal allowances shall be payable on the following conditions:

- a. Destination must be at least 50km away from the work station and employee must stay overnight.
- b. Employee traveling more than eight (8) hours but not requiring overnight stay will be entitled to half of the full day allowance.
- c. The payment of meal allowance is not applicable:
 - i. When an employee is attending a course during which meals are provided;
 - ii. If meals are provided whilst performing work.
- d. Where an employee travels to more than one (1) country in a day, the meal allowance payable will be based on the country where he spends the night.
- e. The entitlement of each meal allowance for overnight stay shall be as follows:

Code	Type of Meal	Condition
B	Breakfast	Employees are allowed to claim allowance for breakfast if they leave their normal work place before 9:00 am.
L	Lunch	Employees are allowed to claim allowance for lunch if they leave their normal work place before 1:00 pm.
D	Dinner	Employees are allowed to claim allowance for dinner if they leave their normal work place after 5:00pm.

32. RELOCATION ALLOWANCE

Employees within the Company are transferable at the sole discretion of the Company. This includes transfers within Department, to a subsidiary company or within the group.

Relocation allowance shall be payable if the transfer is for more than a year from their base office to another city/ state.

Expenses incurred in packing and transporting luggage shall be reimbursed against receipts subject to a maximum of RM1,000 per transfer.

Employee shall be granted **3 days** relocation leave to assist them in settling down in the new location.

The one-time relocation allowance shall be granted subject to the following:

- (a) the transfer is not within the same town or state; and
- (b) the employee has to move his family residence to a new location or has to take up separate residence from his family.

33. MEDICAL BENEFIT

Employees are eligible to receive free medical attention and treatment from the Company. They have the option to obtain medical attention and treatment from the panel clinics appointed by the Company (from time to time) or certified private doctors or polyclinics or government doctors during an emergency. Otherwise they have to seek treatment at the company appointed panel clinics.

The Company shall provide outpatient and other medical expenses for employee and immediate family (legal spouse and children) up to a combined limit of RM 800.00 (Ringgit Malaysia: Eight Hundred Only) per annum.

Reimbursements maybe considered for medical expenses incurred for visit to non-panel clinics. All claims shall be subjected to entitlement limits whether from panel clinics or non-panel clinics.

Immediate family refers to one legal spouse and a maximum of five (5) children under the age of eighteen (18) years.

The common illnesses covered are cold, fever, flu, sore throat, etc.

All traditional treatments are not recognized and any cost involved shall not be reimbursed by the Company.

The University shall not be responsible for the cost of:

- (a) cosmetic treatment, consultation or drug;
- (b) medical checkup for pre-natal or post natal;
- (c) any cases related to obstetrics and gynecology;
- (d) routine physical examination;
- (e) any charges associated with eye-glasses, hearing aids or dental care and treatment or any other medical, surgical appliances or examinations for such prescriptions;
- (f) hospitalization or surgical expenses not reimbursable under the Group Hospitalization Insurance;
- (g) any self-prescribed drugs or drugs not deemed necessary by the doctor;
- (h) any treatment or drugs for mental illness or functional disorder;
- (i) any treatment or drugs for intentionally self-inflicted injuries or attempted suicide or provoked assault or break of peace or disorderly conduct; and/or
- (j) any treatment relating to any illness or accident arising out and in the course of employment which constitute a valid claim under SOCSO.

34. INSURANCE (sole discretion of the company)

All full time employees will be covered by the following Insurance Scheme the premium for which shall be borne for by the Company and are subject to condition stipulated in the coverage by the insurance company.

The following is the brief on the coverages. It is to be noted that the Company reserves the right to withdraw, amend, reduce or increase the coverages at its sole discretion.

i GROUP PERSONAL ACCIDENT

The basic features of the Group Personal Accident Scheme are as follows:

- (a) All employees shall be included in the scheme i.e. from the date of their employment to the date of retirement or the date of cessation from employment with the University due to termination or resignation, whichever is applicable;
- (b) the coverage is twenty-four (24) hours worldwide;
- (c) it is non-contributory.

The beneficiary of this scheme shall be the University which will at its sole discretion, pay the benefits where applicable to the employee, his named beneficiary or his next-of-kin.

This scheme provides benefits for death and total permanent disablement due to accident only.

Benefits provided under this insurance scheme shall be subjected to the prevailing terms and exclusion clauses spelt out in the insurance policy.

The University shall not be responsible for any expenses incurred by virtue of all the exclusion clauses, and expenses incurred in excess of insured amount as indicated in the insurance policy.

The principal sum insured for the time being is determined as follows:

Basic salary X 60 months = insurance coverage

ii GROUP TERM LIFE

The basic features of the Group Term Life Scheme are as follows:

- (a) All employees shall be included in the scheme i.e. from the date of their employment to the date of retirement or the date of cessation from employment with the University due to termination or resignation, whichever is applicable;
- (b) the coverage is twenty-four (24) hours worldwide;
- (c) it is non-contributory.

The beneficiary of this scheme shall be the University which will at its sole discretion, pay the benefits where applicable to the employee, his named beneficiary or his next-of-kin.

Benefits provided under this insurance scheme shall be subjected to the prevailing terms and exclusion clauses spelt out in the insurance policy.

The University shall not be responsible for any expenses incurred by virtue of all the exclusion clauses, and expenses incurred in excess of insured amount as indicated in the insurance policy.

The principal sum insured for the time being is determined as follows:

Basic salary X 60 months

Nominations

It is in the employee's interest to ensure that the nominations for the above insurances, in case of a claim, have been appropriately completed. Should end by year require any further information, they are to contact the Human Resource Department.

iii GROUP HOSPITALISATION AND SURGICAL INSURANCE SCHEME (GHS)

All employees shall be eligible for Group Hospitalisation and Surgical Insurance Scheme undertaken by the University **except** employees under contractual employment of 3 to 6 months.

The coverage for GHS shall be twenty-four (24) hours worldwide.

The University shall not be responsible for any expenses incurred as a result of hospitalization and surgical treatment which is not reimbursable under this scheme or expenses in excess of all the exclusion clauses as indicated in the insurance policy. In this regard, the employee shall be liable for these expenses.

Under this scheme, all employees shall be issued with insurance cards applicable for the purpose of hospitalization and/or day surgery. As such, employees need not pay for any expenses incurred (where applicable) within their entitlements based on the insurance plan coverage.

The hospitalization and surgical insurance cards shall be distributed by the HR Department to all employees.

All claims payable shall be based on the coverage or limits of each plan provided for the respective employees and evaluation by the insurance company.

The company reserves the right to withdraw, amend, reduce or increase the coverage at its sole discretion.

35. EXECUTIVE MEDICAL EXAMINATION

Where applicable all Senior Management employees above the age of forty (40) years are entitled to a full medical examination once every two (2) years at the Company appointed hospital.

36. EDUCATIONAL ASSISTANCE

Employees who are confirmed in their employment with minimum of one (1) year of service shall be eligible to apply for any **ONE** of the educational assistance schemes.

The guidelines for the Educational Assistance Schemes are as follows:

- (a) courses pursued must be relevant to the job;
- (b) courses meet MQA/MOHE requirements i.e. courses pursued by the employee do meet the specific standards set by the regulatory authorities; and
- (c) all courses pursued must be based on recommendations of the Head of Departments/ Schools and approval from the Company.

A recipient of any of these educational assistance schemes is required to sign a service bond. The period of service bond shall be determined by the monetary value of the educational assistance provided.

Educational Assistance Schemes include:

36.1 REFUND SCHEME

- (a) Refund Scheme is only applicable for external courses that are not offered by the Company.
- (b) The confirmed employee shall bear the total course fees initially and upon successful completion of the whole course, the employee will be reimbursed the entitled amount.
- (c) The quantum of service bond under the scheme is as below:

Service Bond	Refund Scheme
1 year	RM1,000 – RM2,500
1.5 years	RM2,501 – RM 5,000
2 years	RM5,001 – RM7,500
2.5 years	RM7,501 – RM10,000

36.2 STUDY LOAN

- (d) Study Loan is only applicable for external courses that are not offered by the Company.
- (e) The purpose of such a loan is to assist a confirmed employee financially before the commencement of the course.
- (f) The bonding upon completion of study shall be as follows :

Amount (RM)	Bond Period
5,000 – 10,000	1 year
>10,000 - 20,000	2 years
>20,000 – 30,000	3 years
>30,000 – 40,000	4 years
>40,000 – 50,000	5 years
>50,000 – 60,000	6 years
>60,000 – 70,000	7 years
>70,000 – 80,000	8 years
>80,000 – 90,000	9 years
>90,000	10 years

The Company reserves the right to disapprove any application and the amount approved may be in full or partial. Any decision taken will be final.

The attendance at the approved course of study undertaken by the employee must be off-duty hours only. The Company will not allow the employee's regular work schedule to be altered to allow participation in the course which is offered during regular working hours.

Before the loan amount is released, the employee must sign a bond agreement with the Company on agreed defined terms and conditions.

36.3 EMPLOYEE SCHOLARSHIP

- (g) Employee Scholarship is applicable for internal courses offered by the City University to all confirmed employees. Employee on contract basis may be considered based on a case to case basis. However, external courses (which City University College is not offering) may be considered for employee on a case-to-case basis subject to approval from the Board of Directors.
- (h) If the confirmed Employee is granted the Scholarship, he/she does not need to pay the tuition fees but is required to pay the examination fees and other fees due to third parties at the sole discretion of the Company.
- (i) For the following programs, an Employee who is granted the Scholarship is required to pay, in addition to all other fees, the following External Supervisor Fee:
 - i. PHD - RM9,000
 - ii. DBA - RM7,000
 - iii. MASTER - RM4,000

However, at the sole discretion of the Management, the above mentioned External Supervisor Fee can be converted whereby the Employee in receipt of the Scholarship has to serve an additional one (1) year service bond in lieu.

- (j) The service bond and types of scholarship are as follows:

Service Bond	Type of courses
2 years	Diploma courses
3 years	Degree courses including Bachelor's, Master's and professional courses
Additional 1 year	Where External Supervisor Fee is converted to service bond.

- i. The service bond shall commence immediately after the completion of the course.
- ii. The scholarship may be withdrawn if the Employee is found guilty of any misconduct during his/her employment with the Company or the Employee resigns within the period of the course. The Employee shall be required to sign the Scholarship Agreement when the Scholarship is granted to the Employee concerned.
- iii. Should the employee leave within the service bond period or should there be any termination of the course by the employee before its successful completion, the employee shall refund in full to the Company all monies expended in connection with this scholarship.

36.4. EMPLOYEE DISCOUNT (On Tuition Fees Only)

- (a) All confirmed employees are eligible for employee discounts for courses offered during their service with the Company and/or associate companies of the Group.
- (b) Employees in benefit of this discount will continue to enjoy same for so long as they serve the Company or Associate Companies of the Group and until such time the course is completed. If an employee resigns during the course of study or his/her service is terminated, the discount extended will be withdrawn and the employee has to pay the full fees.

- (c) This benefit is also extended to employee's immediate family members, siblings, parents, nephews, nieces, first cousins and in-laws. As the benefit is extended to immediate family members etc, on account of employee being employed by City U the following will be applicable:
- i) If the employee is serving City U for less than 5 years and the discount extended to the family members etc., is 50% on the tuition fees only. The employee concerned will be bonded for 2 years effective completion of the course of study by the family member/s.
 - ii) If the employee is serving City U continuously for more than 5 years, the discount extended to the family member/s etc will be 100% on tuition fees only. In this case, the employee concerned will be bonded for a period of 2 years, effective completion of the cause of study by the family member/s.
- (d) If the employee resigns from service or his/her service is terminated, while the next of kin etc. is/ are continuing with the course of study, the full fees will be charged as the discount will only be applicable for so long as the employee is in service with City University.
- (e) As this scheme is to encourage siblings and next of kin of employees to participate in the courses of studies offered by City U it acts as an additional benefit extended to serving employees. In view of the foregoing there would be no limitation with regard to the number of immediate family members etc. participating in this discount scheme. However, it is to be noted that in terms of bonding of the employee concerned, the more family members etc. participate in this discount scheme, the longer the employee concerned would be bonded.

Institution	Course	Employee	Child	Family Members
City University College	Post Graduate/ Professional Courses/	50%	100%	50 %
	Certificate/ Diploma/ Undergraduate Courses	50%	100%	50%
Associate Companies of the Group	Post Graduate / Professional Courses	50%	100%	50%
	Certificate/ Diploma/ Undergraduate Courses	50%	100%	50%

Note: Final approval rests with the Executive Director.

37. PURCHASE OF LAPTOP SUBSIDY SCHEME (FOR ACADEMICS ONLY)

This scheme, implemented at the absolute discretion of the company is applicable only to fulltime employees who's work requires the use of a laptop wholly for work related purposes.

The subsidy is based on 50% of the purchase price up to maximum of the RM1,500.00. if an employee in receipt of the subsidy resigns within 12 months of the date of receiving the subsidy, the subsidy provided has to be refunded in full to City U. If the employee resigns after 12 months of the date of receiving the subsidy, 50% of subsidy has to be refunded. City U **shall not be responsible** for any illegal software installed in the laptop and subject to the Information's & Communications Technology (ICT) rules and regulation set by City U.

This scheme will be implemented with effect from 1st May 2013. Though the scheme is implemented with effect from 1st May 2013, eligible employees may commence submitting their claims application for the subsidy by 31st March 2013 in order to process application.

38. LONG SERVICE AWARD

The employee must have served for a continuous period of at least ten (10) years with the Company to be eligible for this award.

The award shall be in the form of cash payable as follows:

No. of Years	Award
10	RM500
15	RM750
20	RM1,000
25	RM1,250
30	RM1,500

39. HANDLING DISCIPLINE

- I) The Company's discipline policy is to correct misdemeanor and unsatisfactory work habits in order to maintain a productive, safe and pleasant work environment for all its employees.

The Company realizes that there could be no exhaustive enumeration of all kinds of offences. Therefore, offences not explicitly covered under any of following types of offences shall be dealt with in accordance with the circumstances surrounding each case and shall be classified as falling within the purview of any of the following defined types of offences.

This will involve:

- (a) where misconducts are less serious in nature; and
- (b) where misconducts are more serious in nature or become serious e.g. theft, corruption, fighting, cheating, etc.

Dean/Head of Faculty/Departments shall be responsible for the general discipline of their employees and should counsel them whenever necessary through the recommendations of the HR Department. A record of such counseling should be extended to the HR Department to form part of the personal record of the employee concerned.

Should an employee is detained in police custody, whether on a criminal charge or otherwise, he may be subjected to disciplinary action.

Employees must be cautioned that disciplinary action shall be taken if there is any breach of the rules established by the Company or any other acts of misconduct or indiscipline including those specified below but NOT limited to the following:

- (a) willful insubordination or disobedience whether alone or in combination with others, to any lawful or reasonable order of a superior of the Company;
- (b) theft, fraud or dishonesty including attempted theft, fraud or dishonesty in connection with the Company's business or property;
- (c) gambling or card-playing of any form, whether for money or not, within the Company's premises or properties at any time;
- (d) riotous or disorderly behavior or fighting anywhere within the Company's premises;
- (e) violence, abusing or threatening to assault or with an intention to injure other employees within the Company's premises;
- (f) habitual absence without leave, absence without leave for more than two (2) consecutive working days would tantamount to self-termination;

- (g) leaving the work place repeatedly during working hour without permission or overstaying sanctioned level without sufficient grounds or satisfying explanation or without informing or attempting to inform the Company of such absence;
- (h) striking at work or inciting to strike in contravention of any law or rule enforced;
- (i) holding meeting on unofficial matters inside the premises without prior permission of Management;
- (j) utilizing Company's assets for personal gain (monetary or non-monetary);
- (k) making public statement regarding the affairs of the Company;
- (l) unauthorized liaison with the press about the Company;
- (m) habitual or substantial negligence of duties;
- (n) disclosing Company's secrets or calculation or designs or any other information;
- (o) conviction and imprisonment for any criminal offence;
- (p) failure to obey safety rules or tempering with guards or handrails or other safety devices;
- (q) repeated failure to meet established standards set;
- (r) non-compliance with working hours and procedures;
- (s) forging or defacing medical certificates or other official documents to defraud the Company;
- (t) drinking alcoholic beverages, taking drugs or narcotics within the Company's premises;
- (u) refusal or failure to submit to medical treatment provided by the Company for addiction of any kind or any form of illness / injury;
- (v) removing or altering any matter on bulletin or notice boards without the permission of Management;
- (w) stealing other employee's property within the Company's premises.

All disciplinary actions taken by the Company shall comply with the Company's established procedures and current legislation.

II) Show Causes Letters

When show causes letters are issued to employee they must avoid getting students or others to give them supporting letters to be attached to and connected with the replies employees give to the show causes letters issued by the Management.

PROCEDURES

In the event that disciplinary action is to be taken against any employee, it shall be in the following forms depending on the seriousness of the offence:

- (a) verbal warning;
- (b) written warning;
- (c) suspension without pay not exceeding fourteen (14) days;
- (d) cessation of increment for which he is eligible for a period not exceeding two years;
- (e) downgrading;
- (f) termination of service with salary in lieu of notice;
- (g) dismissal after due inquiry; and/or
- (h) any other action permitted by law.

Employee shall have the right to appeal in writing to the management within thirty (30) days from the date the disciplinary action is imposed upon him.

GRIEVANCE PROCEDURE

The channels for handling grievances are as follows:

- (a) Dean/Head of Faculty/Departments are fully responsible for the employee and accountable for the employee's grievances as well as resolving them;
- (b) The responsibility of the HR Department lies in assisting the respective Head of Schools/Departments to help resolve grievances.

PROCEDURES

The following procedures shall be complied with:

Hearing	Person	Raise To	Time Frame
1 st	Employee	Immediate Superior	Within 3 days
<u>IF PROBLEM IS UNRESOLVED</u>			
2 nd	Employee	Dean / Heads of School /Department	Within 3 days
<u>IF PROBLEM STILL UNRESOLVED</u>			
3 rd	Employee	HR Department	Within 3 days
<u>IF PROBLEM REMAINS UNRESOLVED</u>			
4 th	Employee together with HR Department	VC / ED	Within 3 days

TOTAL: 12 DAYS IN RESOLVING A EMPLOYEE GRIEVANCE

- | |
|--|
| <ol style="list-style-type: none">(a) HR Department may or may not refer to top Management depending on the seriousness of the case;(b) The decision of HR Department shall be final and relayed to the employees concerned in writing with copies to all parties involved. |
|--|

40. CODE OF ETHICS

All employees are required to adhere to and observe the followings:

- (a) to faithfully and diligently carry out all responsibility as assigned from time to time by the Company and at all times endeavor to the utmost of one's ability to promote the interest of the Company;
- (b) to obey and comply with all orders and directions given by the Company and to observe all rules and regulations, procedures, practices and policies of the Company, whether express or implied;
- (c) to perform duties not only in respect of the Company, but also in respect of any corporation which is related to the Company;
- (d) be not guilty of any act or conduct causing or intending to cause damage to the Company, its property, reputation or general interest and in all respects and at all times conduct oneself with propriety and decorum.

CONFIDENTIALITY

- (a) Employees will not, even after their termination of employment, divulge confidential information either directly or indirectly to any person or companies, unless by the direction or expressed approval of the Company;
- (b) Employees shall not discuss any internal or confidential information regarding the Company, its business partners, customers, employees or others except when required by law or in the normal and direct transaction of the Company's business;
- (c) It is also the Company's policy that any information not generally available to the public is to be treated with the utmost confidence and this information must not be shared or used to influence an investment decision in connection with the purchase or sale of securities; and/or
- (d) The first obligation of any employee who receives a subpoena or other requests seeking the disclosure of information is to contact Management for guidance.

PRESS RELEASE AND PUBLIC STATEMENT

All employees shall not either orally or in writing or in any other form make any public statements or shall circulate any such statement made by him or made by anyone else on:-

- (a) The policies or decisions of the Company on any issues.
- (b) The work of the department in which he is or was employed where such statement may reasonably be regarded as indicative of the policy of the Company or may embarrass or be likely to embarrass the Company
- (c) Measures taken by the Company on any official matters taken or carried out by the employees.
- (d) "Public statement" or "discuss publicly" includes the making of any statement or comments to the press or the public or in the course of any lecture or speech or the broadcasting thereof by sound or vision or through the electronic media.
- (e) All employees shall not make use of the Company's name or logo or trademarks in giving reference in a private capacity.
- (f) All employees shall not, at any time, criticize or comment on other companies, so much so that it may cause the Company to be used for defamation.

Any breach of the above will subject the employee to legal action being instituted against the employee concerned.

CONFLICT OF INTEREST

- (a) The whole of the employees working hours is at the disposal of the Company and no employee shall without the written approval of the Dean/Head of Schools / Departments, or the management:
 - (i) engage in any private trade or business; or
 - (ii) take part directly or indirectly for payment in work for an employer other than the Company.
- (b) When a person is employed by the Company, it is the Company's understanding that the Company is his primary employer and that other employment or any involvement directly or indirectly in the management of any Company or participating in any business activities including family enterprise whether for gain or otherwise or undertake any form of paid work including self-employment that is in conflict to his work schedule and/or distracts his attention or duties to the Company except with the expressed permission from the Company is considered as a breach of his contract of employment. Permission so granted may be withdrawn at anytime without assigning any reason.

thereto and an employee who has been given such permission shall ensure that the Company's reputation, business interest and other interest are preserved at all times.

Multi-Level Marketing (MLM)

- (c) During official working hours all employees are at the disposal of the Company and are paid their salaries as wages for work done on behalf of the Company. Employees are not allowed to indulge in private or personal business at the expense of the Company. Indulging in private or personal business such as being involved in MLM during official working hours tantamount to conflict of interest including using company provided facilities like telephones and computers for carrying out private business.

Official time should be spent on pursuing matters related to company operations and not private or personal business. Employees will be subject to disciplinary action including dismissal from service for being engaged in private or personal business during company official working hours.

- (d) Employees shall not conduct themselves in such a manner as likely to bring their private personal matters in conflict with their official duties

FINANCIAL TRANSACTION

Unauthorized financial transactions, as per example, listed below, are prohibited within the Company's premise unless approved by the Company:-

- a. Any type of gambling.
- b. Private trade or sales including private insurance arrangements.
- c. Lending or borrowing money in circumstances prejudicial to discipline. Only authorized employees are allowed to collect and receive money from students on behalf of the Company, any unauthorized collection by unauthorized employees is criminal which will be subject to a police report being lodged against the said employee. The Company shall take severe internal disciplinary action against the employee.

HOUSEKEEPING

All employees are responsible to keep their work place clean and tidy at all times.

DRESS CODE

While on Company premises, it is imperative that all employees are decently dressed and groomed. Personal dressing and grooming should not be disruptive to other employees. The wearing of jeans (accept on Fridays) and tight fitting attire which is not in tandem with our culture, value and as an education provider to work is prohibited including using of slippers.

In the event employees fail to comply with the above policy, they will be initially advised to comply. Any further breach will result in disciplinary action being instituted against the employee/s concern.

Our image influences our clients' and students' perception of us as professionals and our organization as a whole. Employees are to ensure that their work attire is business ready and consistent with their day's activities, their audience and the location(s) they visit.

Employees are expected to be aware of, and follow the Attire Guidelines mentioned below to ensure that they are perceived as an organization of professionals. The following dress code will be applicable with immediate effect:

(A) Men(Corporate Staff) :

- Long / Short sleeve shirt
- Slacks/Tailored Pants
- Business shoes
- Baju Melayu or batik on Fridays (for Muslim staff) in view of Friday prayers.

On Fridays employees could be dressed in smart casual / decent pair of jeans and use City UC t-shirt. Senior male staffs are expected to use a tie on week days with the exception being on Fridays.

(B) Men (Academic Staff) :

- All academic staff are to use a tie during working hours.
- On Fridays Muslim academic staff are permitted to use Baju Melayu in view of Friday prayers.
- Chefs – in view of nature of work, are exempted from using a tie and are permitted to use “chef attire”.
- Engineering faculty staff, in view of they being in engineering faculty are permitted to use “jacket type” shirt on any working day.
- Employees who are involved in field duties (e.g. student excursions) are permitted to use a decent pair of jeans and City UC t-shirt while on official field duties.

(C) Women (Academic & Corporate Staff) :

- Blouse/dress appropriate for business
- Skirt/slacks/long tailored pants
- Business shoes
- Traditional attire – Baju Kurung, Kebaya etc
- On Fridays employees could be dressed in smart casuals / decent pair of jeans and use City UC t-shirt.

INAPPROPRIATE attire include :

- Shorts/ Bermudas /Three-quarter pants
- Jeans/Denim pants and mini skirt/super mini skirt
- Tights/Leggings/Spandex of any kind
- Sweat pants
- Torn or ragged jeans/slacks
- Midriff tops/baby tee
- Non-collared T-shirts; i.e.: V-necked/Round-necked
- Singlet, tank tops, tube, sleeveless tops, spaghetti stripes and bare midriffs
- T-shirts with inappropriate graphics/words
- Revealing/See through attire
- Slippers/beach sandals/Sports shoes

LANGUAGE

No employee shall at any time, for any reason whatsoever, use obscene, vulgar, profane or suggestive language or gestures of any kind or possess printed or written materials of obscene, vulgar, profane or suggestive nature while on duty. Any employee found in violation of this policy shall be subject to disciplinary action.

PROFESSIONAL CONDUCT FOR ACADEMIC / NON ACADEMIC EMPLOYEES WHERE APPLICABLE

- A. All appointments require a high professional etiquette and conduct in view of which employees are expected to discharge their responsibility in the following manner:
- a. the employee will be required to prepare, review teaching notes, set and mark student's scripts;
 - b. any method(s), material(s) and system(s) developed by the Company or by the employee in the course of his employment shall be the sole proprietary right of the Company and the

employee recognizes the confidential nature of such method(s), material(s) and system(s);

- c. the employee shall not while in his employment in the capacity in which he is currently employed or in any other capacity directly or indirectly carry on or be engaged and be concerned with or take part in the business of a commercial school and shall not during a period of one year whether by reason of resignation, dismissal, retirement or otherwise have ceased to be so employed, directly carry on or be engaged or take part in business of a commercial school as proprietor/ partner/ shareholder or in any other capacity within a radius of three miles. In the event of a breach of the above the employee agrees to pay the Company a sum of RM10,000 as liquidated damages;
- d. the employee agrees not to take leave or arrange substitutes for his duties without prior approval of the management or his appointed representatives;
- e. establishes a satisfactory relationship leading to mutual trust and confidence with the students;
- f. strives to promote harmony among fellow employees and avoid all possibilities of conflict among each other;
- g. the employee shall not endeavor or coerce student, lecturers or employees of this Company to join other Colleges;
- h. the employee shall not misuse his position or authority for personal or other gain and undertake to make immediate and full declaration of any personal interest which may conflict with the interest of the Company;
- i. the employee shall not use Company's premises or facilities for the purpose of selling, advertising, publication on any information, making personal profit or engaging in business which has not received the prior approval of the Company;
- j. the employee is obliged to inform the Company of his past record with regards to criminal convictions, civil liabilities, dismissals etc.

B. For Academic staff

All scheduled lectures for students must be implemented as per the approved time table.

Class cancellation will have to be maintained at a minimal level and that too for acceptable specific reason/s example a lecturer falling ill and is unable to conduct the class for the days/s.

In the case of a planned leave, the class should be replaced first and that too after seeking the required permission. All cancelled classes should be replaced by following the procedure in force.

Cancellation of a scheduled class (except is a case of an emergency or lecturer suddenly falling ill) will be treated as a serious misconduct and the lecturer involved will be subject to severe disciplinary action which may result in termination of service.

Misconduct	Action
1 st incident	Severe Warning
2 nd incident	Suspension of work not exceeding 14 days
3 rd incident	Dismiss from Service

The employee recognizes that any breach of the above conditions shall give the Company the right to take appropriate action, including immediate dismissal.

41. STAFF ENGAGEMENT

In order to enhance staff engagement, whereby the staff have an opportunity to involve themselves in social activities and to build staff cooperation, all Fulltime and Fixed Term Contract staff shall become members of the City U Staff Club.

In order for the staff club to organize social activities and build staff rapport, the staff concerned are required to contribute a monthly subscription to the City U Staff Club.

The monthly contribution shall be as follows basing on the staffs' monthly salaries;

- i. RM5,000/month and below : RM5.00/month
- ii. RM5,001 – RM10,000/month : RM10.00/month
- iii. RM10,001 and above/month : RM15.00/month

The monthly subscription contribution shall be offset from the staff salaries.

-END-

Acknowledgement of City University Employee Handbook
incorporating the 9th Revision dated 01 August 2020.

I herewith confirm receiving the above and have taken note of the revisions

Signature :

Name :

I/c No. :

Date :