



### **3.2 Promotion**

- 3.2.1 The Group at its absolute discretion may consider promoting suitable employee to a higher position, which may be available in the Group.
- 3.2.2 An employee selected for promotion shall be required to serve a promotion probationary period of **six (6) months**.
- 3.2.3 In the event where the employee is unable to perform and meet the higher responsibility and expectations satisfactorily and thus not confirmed in his new position, he shall be reverted to his former position and withdraw his acting allowance without prejudice to his future prospect within the Group.

## **4.0 LEAVING THE COMPANY**

### **4.1 Termination of Employment**

- 4.1.1 Either party may terminate the contract of service by giving to the other party the following notice in writing or payment in lieu as follows:

<b>Period</b>	<b>Job Classification</b>	<b>Notice Period</b>
During Probation	M3 and above	1 month
	E1 and below	2 weeks
Upon Confirmation	M3 and above	3 months
	E1	2 months
	E2 and below	1 month

- 4.1.2 The termination notice stated above shall not be applicable in cases of breach of contract or termination on disciplinary grounds.
- 4.1.3 An employee who has abandoned his job shall not be eligible for re-hire and shall not be entitled to any recourse against the Group.
- 4.1.4 The Group shall reserve the right to continue to keep any employee who has passed his retirement age in employment under a separate contract of employment for a specified period which may be renewed at the absolute discretion of the Group.
- 4.1.5 The Group shall reserve the right to terminate the service of any employee for poor performance or for failure to achieve minimum targets set.
- 4.1.6 In the event of a termination of contract due to a medical board out, the award of medical compensation shall be at the sole discretion of the Group.
- 4.1.7 In the event of a termination of contract due to retrenchment, the award of retrenchment benefits shall be at the sole discretion of the Group.



- 4.1.8 An employee shall also be required to settle all outstanding liabilities, loans and other obligations owed to the Group prior the last day of work, failing which, the Group shall offset the monies and liabilities from all payment due to the employee i.e. salary, allowances and leave balances.
- 4.1.9 The Group shall reserve the right to execute legal action and report the employee to the Labour and Industrial Relations office in the event the employee fails to settle any of the outstanding payment due to the Group.
- 4.1.10 The employee who has resigned from the Group shall not be eligible for re-hiring three (3) years from his resignation except with the approval from the Senior Partner/Group CEO.
- 4.1.11 The Group reserves the right to carry out any retrenchment exercise.

#### **4.2 Termination Procedure**

- 4.2.1 An employee's service can be terminated by either the Group or the employee by serving the other party a written notice or payment in lieu of the notice period as specified in Clause 4.1.1.
- 4.2.2 Upon termination of services whether by resignation or otherwise, the employee shall surrender all Group's property and settle all monies and liabilities due to the Group before leaving the service of the Group.
- 4.2.3 An employee will be eligible to receive all unused accrued leave for the calendar year provided you have complied with all the exit procedures of the Group.

#### **4.3 Job Abandonment**

- 4.3.1 In the event an employee fails to report for work without notifying the Head of SBU/Line Manager for **two (2)** or more consecutive workdays, it will be construed as job abandonment in accordance to Section 15-2 of the Employment Act, 1955.
- 4.3.2 If an employee has abandoned his/her job, the employee will be terminated with immediate effect and shall not be eligible for rehire and shall not be entitled to any recourse against the Group.

#### **4.4 Retirement**

- 4.4.1 On his/her birth date of Fifty Five (55) years, an employee will have reached the official age for retirement.
- 4.4.2 The Group may however at its absolute discretion offer re-employment on a contractual basis to the employee who has retired. The employee shall then no longer be a permanent employee of the Group but instead shall be a contractual employee.



#### **4.5      Exit Interview**

- 4.5.1    When an employee's employment with the Company ends, he/she may be required to attend an "exit interview" with the Head of SBU.

### **5.0      TYPES OF LEAVE**

#### **5.1      Federal and State Public Holidays**

- 5.1.1    An employee shall be entitled to paid holidays on all gazetted Federal and State Public Holidays relevant to the state in which the employee is employed at his ordinary rate of pay in any one (1) calendar year.
- 5.1.2    All employees shall be allowed to go off one and a half (1½) hours earlier on the eve of the following festive holidays:-
- 5.1.2.1    Chinese New Year
  - 5.1.2.2    Hari Raya Puasa
  - 5.1.2.3    Wesak Day
  - 5.1.2.4    Hari Raya Haji
  - 5.1.2.5    Deepavali
  - 5.1.2.6    Christmas Day
- 5.1.3    If a public holiday falls on a Sunday, the next working day shall automatically be considered a replacement holiday.
- 5.1.4    If an employee is working outstation in a state that does not observe the Group's observed public holidays, the employee will be given a replacement day off. Alternatively, if an employee observes a state public holiday that is not observed by the Group, the employee shall make good accordingly by way of service subsequently, unless prior arrangements can be made with the client concerned to work on that day.
- 5.1.5    An employee who absents himself from work on a working day immediately preceding or immediately succeeding a public holiday or two (2) or more consecutive public holidays or any other day or days substituted thereof under this section without the prior consent of his Head of SBU /Line Manager, shall not be entitled to any holiday pay for such holiday or consecutive holidays unless he has a reasonable excuse for such absence.

#### **5.2      Annual Leave**

- 5.2.1    Annual leave is granted to all employees for purpose of rest, relaxation, the pursuit of leisure activities and to attend to personal matters.
- 5.2.2    Annual leave entitlements are calculated on a calendar year basis and all employees shall be entitled to paid annual leave per calendar year as follows: