

# EMPLOYEE HANDBOOK

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## **1.0. Introduction**

This employment handbook contains terms, conditions of employment and procedures to be followed within the Company. Employees must observe the terms, conditions and procedures stipulated in this handbook to ensure a harmonious working environment.

- The Company reserves the right to review and change any terms, conditions or procedures in this handbook as it deems fit. Changes will be communicated to employees through normal Company's channels e.g., notice boards, email.
- This handbook has been updated and is effective from 1 January 2023 and applies to all Malaysian employees.
- The terms, conditions and procedures in this handbook supersede those published earlier.
- This handbook is the property of the Company and must be returned to the Human Resources Department upon the termination of service.
- If you have further questions or require clarification on any item, please contact the Human Resources Department.
- Where the text of this handbook translated into Bahasa Malaysia or any other language and is in dispute, then the English version shall prevail.

## **2.0. Message from The Chief Executive Officer/Managing Director**

### **3.0. Company Mission, Vision and Values**

## **4.0. Code of Conduct**

### **1.0. Compliance with laws**

- 1.1. All employees must observe the company's policies and the laws of Malaysia and play an active role in protecting the company's legality.
- 1.2. Employees are expected to be ethical and responsible while discharging their duty and uphold the highest standard of ethics.

### **2.0. Respect in the workplace**

- 2.1. Employees must respect their colleagues and be professional in their day-to-day dealings be it in the workplace or outside.
- 2.2. The Company does not tolerate discriminator behaviour, harassment or victimization.
- 2.3. Employees should conform to our equal opportunity policy in all aspects of their work, from recruitment and performance evaluation to interpersonal relations.

### **3.0. Professionalism in the workplace**

- 3.1. Employees shall observe the highest standard of professional conduct and always conduct themselves with integrity and decorum and must not under any circumstances commit any act or omission that would bring damages to the Company, its property, reputation or general interest.
- 3.2. The Company does not tolerate behaviour that interferes with the employee's ability to perform his or her duties.
- 3.3. Use or effects of alcohol or illegal substances/drugs are not acceptable.
- 3.4. Participation in the political process is allowed, provided it does not interfere with the employee's work and position.

### **4.0. Company property and proprietary information**

- 4.1. Employees shall treat all company's property, whether material or intangible and all its intellectual property with respect and care.
- 4.2. Maintain confidentiality and proprietary information such as product datasheet, pricing, financial data, customer names/addresses or non-public information about other companies, including current or potential suppliers and vendors.
- 4.3. Avoid misuse of company's equipment or using it frivolously and avoid damage or vandalism.
- 4.4. Safeguard and prevent abuse and unauthorized use of the company's intellectual properties and materials.

### **5.0. Dress Code**

- 5.1. All employees must be clean and well-groomed. Grooming styles dictated by religion and ethnicity are allowed so long as it is appropriate and does not offend others.
- 5.2. All clothes must be work-appropriate and must project professionalism. Clothes that are too revealing or inappropriate are not allowed.
- 5.3. All clothes must be clean, in proper condition and maintained adequate personal hygiene.
- 5.4. Employees must avoid clothes with stamps that are offensive or inappropriate and do not indicate or carry any political affiliation.

## **6.0. Sexual Harassment**

- 6.1. The following are prohibited by the Company;
  - 6.1.1. Commenting on somebody's appearance, sexual orientation, or gender in a derogatory or objectifying way, or in a way that makes them uncomfortable.
  - 6.1.2. Proposing, demanding, or insinuating sexual favours.
  - 6.1.3. Sexual assault.
  - 6.1.4. Creating or posting sexually offensive materials in the workplace.
  - 6.1.5. Flirting at an inappropriate time, even if these advances would have been welcome in a different setting. These actions can damage a person's professional reputation and expose them to further sexual harassment.
  - 6.1.6. Flirting with somebody or pursuing them persistently against their will.
  - 6.1.7. Using obscene comments, gestures, pranks, and jokes that degrade or offend somebody.
  - 6.1.8. Sending or displaying sexually explicit objects or messages.
  - 6.1.9. Invading somebody's personal space, for example by touching them inappropriately.
  - 6.1.10. Threatening, coercing, stalking, or intimidating somebody to pressure them to engage in sexual acts.

## **7.0. Conflict of interest**

- 7.1. Employees are strongly prohibited from;
  - 7.1.1. Use their position in the company for personal advantage.
  - 7.1.2. Engage in activities that bring direct or indirect profit to the competitor.
  - 7.1.3. Owning shares in a non-listed competitor.
  - 7.1.4. Carrying out side-line activities that are not declared and carrying out side-line jobs during work hours.
  - 7.1.5. Using connections obtained through their position in the company for private purposes.
  - 7.1.6. Engage in any acts that are not in the company's fundamental interest be it directly or indirectly.

## **8.0. Gifts or Entertainment**

- 8.1. Employees are not allowed to accept any form of gifts or favours from business partners, contractors, suppliers, clients, customers or any other parties having business dealings with the Company. This includes gifts to family members.
- 8.2. Employees shall not accept any gratuitous entertainment from any of the Company's clients, customers, suppliers, contractors or any party with whom the Company has business dealings.
- 8.3. Gifts, entertainment or business courtesy cannot be offered to or accepted from the government or political officials.
- 8.4. Employees shall not in any manner or form offer on behalf of the Company or receive an offer of graft or a bribe for his/her benefit or the benefit of his/her relatives or spouse.

## **9.0. Whistleblowing**

- 9.1. The Company encourages employees to report or disclose any improper conduct by any employee, supplier, business partner, client or any parties that have come to their knowledge which includes but is not limited to;
  - 9.1.1. Fraud
  - 9.1.2. Bribery
  - 9.1.3. Abuse of Power
  - 9.1.4. Conflict of Interest
  - 9.1.5. Theft or Embezzlement
  - 9.1.6. Misuse of Company's Property
  - 9.1.7. Non-Compliance with Procedure
- 9.2. Report should be expressed in writing to the Managing Director who is designated as the person primarily responsible for oversight of this procedure. Verbal reports will not be entertained.
- 9.3. A whistle-blower will be accorded the protection of confidentiality of the identity, to the extent reasonably practicable. In addition, the employee who whistle blows internally will also be protected against any adverse and detrimental actions for disclosing any improper conduct committed or about to be committed, to the extent reasonably practicable, provided is accorded even if the investigation later reveals that the whistle-blower is mistaken as to the facts and the rules and procedures involved.
- 9.4. Any anonymous disclosure will not be entertained. Any employee or member of the public who wishes to report improper conduct is required to disclose his/her identity to the Company for the Company to accord the necessary protection to him/her. However, the Company reserves its right to investigate any anonymous disclosure.

## **10.0. Work hours and tardiness**

- 10.1. Employees must report for work at the assigned/scheduled work hours. The immediate superior must be notified immediately if the employee is late to work.
- 10.2. Employees are prohibited from leaving work before the end of work hours without the prior approval of their immediate superior.
- 10.3. Follow strict meal/break period.
- 10.4. An employee shall be deemed to have broken his/her contract if he/she has been continuously absent from work for more than two consecutive working days without prior notification, unless with a reasonable excuse for such absence and has informed or attempted to inform his/her employer of such excuse before or at the earliest opportunity during such absence.

## **11.0. Disciplinary actions**

- 11.1. Employees are advised to adhere to the company's policies the code of conduct.
- 11.2. Failure to comply with the above shall result in disciplinary actions including dismissal if found guilty. In some cases, suspension or demotion may be meted out.
- 11.3. Legal action may have to be pursued in cases related to corruption, theft, embezzlement or other unlawful behaviour.



## **5.0. Hiring & Off-boarding**

### **1.0. Hiring age**

- 1.1. The minimum hiring age is eighteen (18) and the employee must have attained the age of eighteen at the point of hiring.
- 1.2. Hiring employees post-retirement age of sixty (60) shall be on an annual fixed-term contract basis.

### **2.0. Headcount approval**

- 2.1. All requisitions for additional headcount shall be approved by the respective head of department and the Managing Director.
- 2.2. The hiring manager shall justify the additional headcount required detailing the need for the additional headcount, and the business case and provide an organizational chart to illustrate the positioning of the requested headcount.
- 2.3. Completed personnel requisition form and an updated job description (JD) shall be submitted to Human Resources Department to commence the hiring process.
- 2.4. The Human Resources Department shall reject any request for hiring if the above conditions are not fulfilled.
- 2.5. Headcount approval is not required for replacement roles. However, the personnel requisition form and the updated job description should be submitted to the Human Resources Department.

### **3.0. Hiring type**

- 3.1. All positions shall be hired permanently except for temporary positions and hiring of employees post-retirement age.
- 3.2. Justification shall be provided for fixed-term hiring.

### **4.0. Hiring of disabled candidates**

- 4.1. Disabled candidates shall not be disqualified or given lower priority so long as the disability does not affect the performance of the candidates in the offered position.

### **5.0. Pre-hire medical examination**

- 5.1. Shortlisted candidates for hiring shall undergo a medical examination to determine their fitness for employment. This may include screening for infectious diseases.
- 5.2. The company does not discriminate against candidates with medical conditions so long as it does not affect their work performance.

### **6.0. Hiring of former employees**

- 6.1. Former employees may be considered for employment with the company provided the termination of their previous employment with the company was not on the grounds of misconduct or job abandonment and they have completed a cooling period of six (6) months from the date of their last employment.
- 6.2. They shall be accorded the same status as a new employee and shall go through the usual recruitment process and shall be considered as re-employed and not as re-instated.
- 6.3. Former employees cannot be re-employed twice.
- 6.4. Company's decision is final on whether a former employee should be re-employed.

### **7.0. Interview and selection process**

- 7.1. The company shall advertise all vacancies internally and externally.
- 7.2. Existing employees shall be given priority if they meet the job requirements.

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<https://www.facebook.com/groups/MalaysiaHRForum>

- 7.3. All positions shall go through the below sequence;
- 7.3.1. Initial shortlisting by Human Resources department
    - a) Human Resources department shall shortlist candidates from various recruitment sources against the job description provided.
    - b) Shortlisted candidates may be required to undergo a candidate profiling assessment which will be used during the interview process to gauge the candidate's suitability.
    - c) At least three (3) candidate profiles shall be provided to the hiring manager that fits the role.
    - d) Hiring manager shall provide reasons for rejecting the candidate profiles to improve the selection process. The hiring manager shall be requested to review and refine the job description.
  - 7.3.2. Interview process
    - a) Hiring manager shall conduct the first interview and final interview by the Head of Department.
    - b) For Managerial positions, the Managing Director may be involved in the interview process on a need basis.
  - 7.3.3. Post-interview process
    - a) Successful candidates must complete a mandatory background screening by an appointed third-party screening services provider.
    - b) In addition to the above, the Company may conduct professional reference checks and employment verification on the top candidates based on the results of the candidate evaluation forms completed by the interviewers. A minimum of three professional references are required from each candidate.
    - c) Subsequently, the successful candidate shall be made an offer in writing by the Company.
  - 7.3.4. Reporting date
    - a) The Candidate's reporting shall be finalised by the candidate and Human Resources Department.
    - b) For urgent positions, the hiring manager may request in writing to buy off the candidate's notice period which shall require the Managing Director's approval.
    - c) Should an employee fail to report to work on the stipulated reporting date and fail to notify the company, the employee is deemed to be no longer interested in the position and the company shall resource for the positions. A new headcount approval is not required.

## 8.0. Employee Referral Programme

- 8.1. The Company provides a referral incentive for candidates introduced by the employee and is subsequently hired by the company subject to the following criteria;
- a) Candidate referral shall be made directly to the Human Resources Department.
  - b) Candidate meets the requirements for the job and conditions spelled out in this policy.
  - c) Candidate has not applied to the company directly or indirectly in the past six (6) months.
  - d) Candidates were not employed by the Company before being referred and were not engaged by its subcontractor or agencies engaged by the Company.
  - e) Candidates are not referred by the hiring manager.

- 8.2. The below incentive is offered for successful referrals
  - a) Non-Executive roles: RM X,XXX (50% upon hiring and 50% upon being confirmed).
  - b) Executive roles: RM X,XXX (50% upon hiring and 50% upon being confirmed).
  - c) Managerial roles: RM X,XXX (50% upon hiring and 50% upon being confirmed).
- 8.3. The Company may introduce other conditions from time to time. The Company shall have the right to reject any cases at its sole discretion if the referral is found to have infringed the conditions of this policy or if there is an intention to cheat the company.

## **9.0. Hiring of expatriates and foreign workers**

- 9.1. Hiring of expatriates and foreign workers shall comply with the guidelines and regulations of the Malaysia Immigration or Labour Department.
- 9.2. Local employees shall always be given priority unless such skill or talent is not available locally.
- 9.3. There shall be no discrimination in treatment and salary between local employees and foreign employees except for benefits that are accorded to them as per the company's compensation and benefits policy.

## **10.0. Hiring of spouse, family members and close relatives of an existing employee**

- 10.1. Employees are free to introduce family members and close relatives to the Company.
- 10.2. Hiring of a spouse, family members or close relatives is permitted, provided the following conditions are met;
  - 10.2.1. There is no solid-line or dotted-line reporting between the employee and his/her spouse, family members or close relatives.
  - 10.2.2. Both the employee and his/her spouse, family members or close relatives are not placed in the same department unless in special circumstances approved by the Management.
  - 10.2.3. No potential conflict of interest arises by such hiring as determined by the Company.
  - 10.2.4. Such hiring is declared upfront during the hiring process and shall be approved by the Management before a formal offer is made.
  - 10.2.5. Not holding a job portfolio that may give rise to partiality.
  - 10.2.6. One is not in a sensitive or confidential position.
  - 10.2.7. If any of the last 2 of the above situations occurs after employment, then one or both the parties concerned will be transferred out from their posts.
- 10.3. Any Employee who conceals disclosure of information regarding the hiring of his/her spouse, family members or close relatives shall be subjected to disciplinary actions which may include dismissal if found guilty.
- 10.4. Should there be a future change in organization that may result in the employee and his/her spouse, family members or close relatives being placed in the same department, the Company reserves the right to transfer any one of the spouses, family members or close relatives to other department or other roles. Any employee who refuses such transfer may be deemed to be insubordinate and subject to disciplinary actions which may include dismissal if found guilty.

#### **11.0. Academic Qualification**

- 11.1. The company accepts academic qualifications and certifications that meet the below criteria;
  - 11.1.1. For qualifications and certifications offered and issued in Malaysia that are approved and recognised by the Malaysian Government.
  - 11.1.2. For qualifications and certifications offered and issued in any country that is approved and recognised by the Government of the awarding country.
  - 11.1.3. The company reserves the right to reject any qualifications and certification that does not meet the above criteria or in its opinion such qualification or certification is not genuine or has been obtained illegitimately.
  - 11.1.4. Should an employee provide false information and is subsequently hired, the company shall take necessary disciplinary action including dismissal if found guilty.

#### **12.0. In-hiring salary**

- 12.1. The in-hiring salary shall meet the company's pay philosophy and internal and external equities.
- 12.2. The in-hiring salary shall be determined based on the candidates' qualifications, skills, experience and knowledge that is critical to the position offered.

#### **13.0. New employee onboarding programme**

- 13.1. Newly hired employees must go through the new employee onboarding programme on their first day of employment.
- 13.2. Failure to complete the new employee onboarding programme shall result in the employee not being confirmed in their position.
- 13.3. Employee or his/her superior may request for a delay with valid reason and shall be approved by the Head of Human Resources Department.

#### **14.0. Off-boarding process**

- 14.1. Employees intending to resign from the company must provide a notice period as stated in the employment contract or pay-in-lieu of notice.
- 14.2. Employees must fill in the employee separation form to notify Human Resources of their intention to resign. A personal resignation letter is optional. An acceptance of the resignation letter will be provided by Human Resources Department.
- 14.3. Resigning employees will be required to undergo an exit interview facilitated by the Human Resources Department.
- 14.4. Resigning employees will be required to hand over company-assigned properties, the employee badge and other tools provided on the last day of employment.
- 14.5. Final wages less owing to the company (if any) shall be no later than the next day after the cessation of employment or at any date upon obtaining clearance from the relevant authorities such as the tax department.

#### **15.0. Retirement Age**

- 15.1. The Company's retirement age aligns with the minimum retirement age provided in the Minimum Retirement Age Act.
- 15.2. Employee shall be officially retired upon attaining the minimum retirement age specified above.

## **6.0. Leave**

### **1.0. Annual Leave**

- 1.1. Employees shall be entitled to paid annual leave on a calendar year basis as follows:

Years of Services		Entitlement (Days)
More than or equivalent to	Less than	
0	2	8
2	5	12
Above 5		16

- 1.2. Employee who has not completed a full year of service as of 31 December shall be entitled to proportionate annual leave for the employment period served. Annual leave can be taken based on the earned basis upon commencement of employment.
- 1.3. Employees must submit their leave request three (3) days in advance.
- 1.4. Carry Forward
- a. Employees may carry forward a maximum of five (5) days unutilised annual leave, which must be cleared by the end of the first quarter of the following year. Any unutilised annual leave beyond that permitted date shall be forfeited.
- 1.5. Resignation of Employees (all job grades)
- a. Unutilised earned annual leave shall be paid and subject to relevant statutory regulations (if any).

### **2.0. Unpaid Leave**

- 2.1. An employee who is not entitled to any annual leave or does not have accrued leave or has exhausted his/her annual leave entitlement may apply for unpaid leave by submitting their application at least three (3) days in advance before the commencement of such leave.
- 2.2. Approval of unpaid leave shall be at the Company's discretion depending on the exigency of service or nature of the application.

### **3.0. No-Pay Leave (also Known as Absenteeism)**

- 3.1. Employee who fails to report to work without approval shall be put on no-pay leave and shall be subject to disciplinary actions.

### **4.0. Replacement Leave**

- 4.1. The Company may provide replacement leave for reasons such as work beyond normal days of work or work on a public holiday or other business exigencies or when an employee performs work during business travels during a public holiday or for other business reasons for employees who are not entitled to overtime.
- 4.2. All replacement leave must be utilised within ninety (90) days from the date of such work performed. Failing to utilise the replacement leave within the said period would result in the leave being forfeited.

## **5.0. Emergency Leave**

- 5.1. Emergency leave shall apply for leave without notice.
- 5.2. Should an employee need to take an emergency leave, they must notify the company before the commencement of work hours and submit the leave application form within forty-eight (48) hours upon returning to work.
- 5.3. Leave approved shall be treated as annual leave. Should the employee have insufficient annual leave, it shall be treated as unpaid leave.

## **6.0. Paternity Leave**

- 6.1. Male employees shall be entitled to paternity leave of seven (7) consecutive days in respect of each confinement and restricted to five confinements irrespective of the number of spouse subject to the following conditions;
  - a. Married, and
  - b. Has been employed by the company at least twelve (12) months immediately before the commencement leave, and
  - c. Have notified the Company of the pregnancy of his spouse at least thirty days from the expected confinement or as early as possible after the birth.
- 6.2. The consecutive days shall include off-day(s) and rest day(s).
- 6.3. Employees who choose to delay the commencement of the paternity leave must obtain approval from the company 48 hours before the commencement of the confinement period.
- 6.4. The paternity leave must be a block leave without any break.

## **7.0. Marriage Leave**

- 7.1. The company provides three (3) days of marriage leave for all confirmed employees for the first legal marriage.
- 7.2. A copy of the marriage certificate shall be furnished to Human Resources Department upon returning to work.

## **8.0. Compassionate Leave**

- 8.1. The company provides compassionate leave of three (3) days per calendar year for all confirmed employees for the following reasons;
  - a. Death of immediate family members. (Immediate family members are defined as father, mother, sister, brother, legal child, grandfather, grandmother, father-in-law, mother-in-law or in cases where there is a legal guardian relationship). A copy of the death certificate shall be furnished along with the leave application form upon returning to work. Failure to submit a valid copy of the death certificate shall result in rejection of the leave and the employee shall be required to apply for annual leave or unpaid leave.
  - b. Fire or flood at one (1) registered residence with the company.
  - c. Other compassionate reasons shall be decided at the company's discretion.



## 9.0. Sick Leave

- 9.1. Employees shall be entitled to paid sick leave on a calendar year basis as follows:

Years of Service		Entitlement (Days)
More than or equivalent to	Less than	
0	2	14
2	5	18
Above 5		22

- 9.2. When an employee falls sick during annual leave, the annual leave shall be deemed to have not been taken.
- 9.3. When an employee falls sick during a public holiday or any other day substituted for a public holiday, the employee shall be granted another day as a paid holiday in substitution for such public holiday or the day substituted for a public holiday.
- 9.4. Employee must immediately inform his/her department manager or supervisor when he/she is granted sick leave by a registered medical practitioner. The original copy of the medical certificate must be submitted to the department manager or supervisor within forty-eight (48) hours of commencement of such sick leave or where it is impossible, the copy of the medical certificate shall be submitted electronically.
- 9.5. A copy of the sick leave certificate shall be furnished along with the leave application form upon returning to work. Failure to submit a valid copy of the sick leave certificate shall result in rejection of the application and the employee shall be required to apply for annual leave or unpaid leave and shall be subject to disciplinary actions.

## 10.0. Hospitalisation Leave

- 10.1. Employees shall be eligible for paid hospitalisation leave of sixty (60) days if they are hospitalized or deemed ill enough but are not hospitalised, for any reason as advised or certified by a medical practitioner.
- 10.2. When an employee is hospitalised during his/her annual leave, the annual leave shall be deemed to have not been taken.
- 10.3. When an employee is hospitalised during a public holiday or any other day substituted for a public holiday, the employee shall be granted another day as a paid holiday in substitution for such public holiday or the day substituted for a public holiday.
- 10.4. Employee must immediately inform his/her department manager or supervisor when he/she is hospitalised or granted hospitalisation leave by a registered medical practitioner. The original copy of the medical certificate must be submitted to the department manager or supervisor within forty-eight (48) hours of commencement of such hospitalisation leave or where it is impossible, the copy of the medical certificate shall be submitted electronically.
- 10.5. A copy of the hospitalisation leave certificate must be furnished along with the leave application form upon returning to work. Failure to submit a valid copy of the hospitalisation leave certificate shall result in rejection of the application and employee shall be required to apply for annual leave or unpaid leave and shall be subject to disciplinary actions.

## **11.0. Business Trip, Training and Seminar**

- 11.1. Employees who undertake business trip or participates in training or seminar are required to apply for business trip leave at least seven (7) days prior to the commencement of such business trip.
- 11.2. For business trips during public holiday(s) or rest day(s), clause 4.0 shall apply.

## **12.0. Public Holiday Leave**

- 12.1. Employee shall be entitled to fifteen (15) public holidays each calendar year as follows;
  - a. National Day (1 Day)
  - b. Malaysia Day (1 Day)
  - c. King's Birthday (1 Day)
  - d. Sultan/Governor's Birthday (1 Day)
  - e. Labour Day (1 Day)
  - f. New Year (1 Day)
  - g. Hari Raya Puasa (First Day)
  - h. Hari Raya Puasa (Second Day)
  - i. Hari Raya Haji (1 Day)
  - j. Awal Muharram (1 Day)
  - k. Wesak (1 Day)
  - l. Deepavali (1 Day)
  - m. Christmas (1 Day)
  - n. Chinese New Year (First Day)
  - o. Chinese New Year (Second Day)
- 12.2. Company shall notify all employees of any changes to the above.
- 12.3. Should any of the said gazetted public holiday fall on a rest day or another public holiday, the working day following immediately the rest day or the other public holiday shall be a paid holiday in substitution of the first mentioned public holiday.
- 12.4. Where any public holidays fall on an off day, there shall be no replacement public holiday.
- 12.5. Should a public holiday fall on the day when an employee is on paid maternity leave, paternity leave, compassionate leave, sabbatical leave and prolonged illness leave, the Company will not grant the employee another day off or pay in place of the public holiday as the wages paid includes the public holiday pay.
- 12.6. Should a public holiday fall on the day when an employee is on unpaid leave, the Company will not grant the employee another day off or pay in place of the public holiday.
- 12.7. Employees who absent themselves from work on a working day immediately preceding or succeeding any paid public holiday(s) or any days substituted thereof without prior consent from the Company or without acceptable reasons shall not be entitled to the pay for such holiday(s) or consecutive holiday(s) as per Employment Act 1955.
- 12.8. Subsections 60D (3) and 60D (4) of the Employment Act 1955 shall apply to those eligible for work done on a public holiday or a replacement public holiday.
- 12.9. Employees who work on a public holiday and are not eligible under subsections 60D (3) and 60D (4) of the Employment Act 1955 shall be replaced with paid leave in replacement thereof.
- 12.10. Should a public holiday be declared under Section 8 or section 9 of the Holidays Act 1951, the Company may replace the said public holiday by granting another day as a paid public holiday in substitution. The Company shall decide on such replacement within seven (7) days after the announcement of the said public holiday by the Government. Employees shall be required to work as usual on



the said public holiday unless they are informed otherwise (this clause is for companies that observe all gazetted public holidays).

**12.11. Public holiday during a business trip**

- a. Should a public holiday fall on a working day at home state during a business trip, and it is not a public holiday at the intended location of the business trip, the Company shall grant the affected employee any other day as a paid public holiday in substitution for the said public holiday.
- b. Should a public holiday be declared at the intended location of a business trips and it is a public holiday in the home state during a business trip, such a public holiday will not be replaced.
- c. Should a public holiday be declared at the intended location of the business trip while the employee is traveling to the said location and it is not a public holiday at the home state, the employee shall notify the Company immediately and make necessary arrangements to return to their home state within the earliest possible timeframe. The loss of working hours/day(s) due to this situation shall be deemed as business trip leave.

**13.0. Maternity Leave**

- 13.1. All female employees are eligible for ninety-eight (98) days of maternity leave for the first five (5) living child subject to the conditions below:
  - a. Has been employed by the Company for a period of, or periods amounting in the aggregate to, not less than ninety days during the nine months immediately before her confinement; and
  - b. Has been employed by the Company at any time in the four months immediately before her confinement;
  - c. Any other conditions of maternity leave stipulated in the Employment Act 1955 shall apply.
- 13.2. An employee may opt to commence her maternity leave earlier, subject to the advice of a registered medical practitioner.
- 13.3. The employee may, with the consent of her employer, commence work at any time during the eligible period if she has been certified fit to resume work by a registered medical practitioner.
- 13.4. Employee who commences work before the end of their confinement period and is eligible for maternity allowance shall choose any of the below options concerning their maternity allowance:
  - a. Continues to receive maternity allowance for the remaining eligible period.
  - b. Convert the maternity allowance for the remaining eligible period into annual leave. This annual leave must be utilised within twelve (12) months from the day of commencement of work after confinement. Unutilized leave cannot be converted into a cash payment.

**14.0. Study/Examination Leave**

- 14.1. The company provides paid study or examination leave for all employees.
- 14.2. The employee shall be eligible for a maximum of five (5) days per calendar year for a maximum period of four (4) years subject to the initial duration of the programme.
- 14.3. This leave can be taken for exam preparation or examination purposes. Proof of examination must be furnished during the application period.
- 14.4. Employees can only utilise this leave once in their employment lifetime.
- 14.5. To qualify for this leave, the employee must notify the Company on the programme upon receiving the admission or acceptance letter.
- 14.6. The Company may impose other conditions when approving this leave.

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## **7.0. Work Hours**

- 1.0. All work arrangements shall comply with Employment Act 1955.
- 2.0. Employees shall be entitled to one (1) rest day every seven (7) days or every work week.
- 3.0. The company reserves the right to revise the work hours, work days including rest days at its discretion to meet business needs.
- 4.0. Should any changes to the company's work hours or shift pattern be made, all employees will be notified via company memo and a copy shall be posted on the notice board.
- 5.0. The work patterns are as follows.

<b>Shift Work</b>	<p><i>Specify your shift hours here and break time here</i></p> <p><u>Other details</u></p> <ul style="list-style-type: none"> <li>a) Basic work hours of X hours per day (total 45 hours) per week including/excluding breaks.</li> <li>b) Please state the break hours here</li> <li>c) If there is overtime work, please specify the overtime hours</li> <li>d) Work on rest, off days and public holidays, if any, shall be paid as per the rates stipulated in Employment Act 1955.</li> </ul>
<b>Office Hours</b>  5 days' work	<p>Mondays – Fridays 9.00 am – 6.00 pm excluding one (1) hour lunch break.</p> <p><u>Other details</u></p> <p>The company may extend the basic work hours to forty-five (45) hours per week excluding breaks at its discretion and employees shall be notified on such changes.</p>

## 8.0 Overtime

### 1.0. Eligibility

- 1.1 Overtime payment applies to the following employees:
- Wages up to RM 4,000 per month.
  - Engaged in manual labour irrespective of wages.
  - Engaged in operations or maintenance of any mechanically propelled vehicle irrespective of wages.
  - Supervising or overseeing other employees engaged in manual labour irrespective of wages.
- 1.2 The overtime policy shall not apply to:
- Non-manual workers with wages above RM 4,000 per month.

### 2.0. Approval

- Overtime is worked at the employer's request and is subject to the contractual terms of employment.
- Approval from the immediate superior must be obtained before overtime work is performed.
- Company may consider overtime work invalid if the overtime work performed is not requested or approved by the Company.

### 3.0. Other conditions

- The company does not practice overtime of work of less than one (1) hour. As such, all overtime work performed shall be for a minimum of one (1) hour in order to qualify for overtime pay.
- All overtime calculations and submissions shall be based on a 'one-hour' block. Any employee who agrees to work overtime must complete either one (1), two (2) or three (3) hours block overtime.
- An employee shall not work more than twelve (12) hours per day including overtime hours.

### 4.0. Calculations and cut-off

- 4.1. The calculation of the ordinary rate of pay (ORP) and hourly rate of pay (HRP) shall be based on the following formula: -

Ordinary rate of pay (ORP)	Hourly rate of pay (HRP)
$\frac{\text{Monthly rate of pay}}{26}$	$\frac{\text{Ordinary rate of pay}}{\text{Normal hours of work}}$

- 4.2. The normal hours of work adopted by the company is 7 hours and 30 minutes per day, Mondays to Saturdays.
- 4.3. All work done beyond normal hours of work shall be compensated at the following rates

Overtime or work done on		Rate of pay
Normal Day	Hours after normal hours of work (Maximum of 4 hours)	1.5
Off Day	Normal Hours (first 8 hours)	1.5
	Subsequent hours (next 4 hours)	1.5
Rest Day	Normal Hours (first 8 hours)	1.0
	Subsequent hours (next 4 hours)	2.0
Public Holiday	Normal Hours (first 8 hours)	2.0
	Subsequent hours (next 4 hours)	3.0

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## **9.0. Resignation**

### **1.0. Notice of Resignation**

- 1.1. The Company's notice period is as follows:
  - a. During probation: Two (2) weeks' wages or by paying two (2) weeks' wages as indemnity in lieu of notice in the event the contract of service is terminated without notice or without waiting for the expiry of the notice period.
  - b. Upon confirmation: Four (4) weeks' wages or by paying four (4) weeks' wages as indemnity in lieu of notice in the event the contract of service is terminated without notice or without waiting for the expiry of the notice period.
- 1.2. Employees are not required to assign any reason whatsoever if they intend to resign from their employment with the company.
- 1.3. Employees are encouraged to provide full notice to facilitate a smooth transition out of the organization and for smooth handover processes.
- 1.4. Should the employee fail to provide the required notice or indemnify the company for the unexpired term of the notice period not served, the company shall have the right to claim a sum equal to the amount of wages that would have accrued to the employee during the period of such notice or during the unexpired term of the notice period.
- 1.5. The Company does not practice the application of unpaid leave during the notice period.

### **2.0. Forced Resignation**

- 2.1. Employees have the right to resign when they want and at their own free will.
- 2.2. Forced resignation (or constructive dismissal) must not occur at any time. Specifically, the following actions are prohibited:
  - a. Creating a hostile or unpleasant environment.
  - b. Demanding or coaxing an employee to resign.
  - c. Victimizing, harassing or retaliating against an employee.
  - d. Taking adverse actions (e.g. demotions, increased workload) unofficially, outside of the disciplinary process, to force an employee to resign.

### **3.0. Separation Form**

- 3.1. Employees are required to submit the Separation Form to their immediate superior.
- 3.2. The effective date of the resignation shall be the date the signed form is submitted to the immediate superior.
- 3.3. Verbal resignation will not be entertained.
- 3.4. Employees are free to submit a resignation letter in addition to the Separation Form.
- 3.5. The Human Resources Department will provide an official acceptance of resignation no later than seven (7) calendar days upon the receipt of the duly completed Separation Form.

#### **4.0. Final Wages**

- 4.1. The company shall release the final wages including encashment of unutilised earned leave less;
  - a. any lawful owing to the company
  - b. any tax arrears or tax to be paid due to cessation of employment or other payment under relevant statutory regulations
- 4.2. The remaining wages shall be paid no later than the next day after the cessation of employment or at any date upon obtaining clearance from the relevant authorities such as the tax department.

#### **5.0. Encashment of Unutilised Earned Leave**

- 5.1. Employees shall be eligible for encashment of their unutilised earned leave and shall be paid together with their final wages and shall be subject to any prevailing tax and statutory regulations.

#### **6.0. Bonus**

- 6.1. Employee shall be entitled to any bonus/bonuses declared by the company including contractual bonus, if any, provided the employee is still serving the company including while serving notice at the time of the pay out of such bonus/bonuses.
- 6.2. Employee shall not be entitled to any bonus/bonuses declared by the company including contract bonus, if any, if the employee ceases to be an employee with the company at the time of the pay out of such bonus/bonuses.

#### **7.0. Rescission of Resignation**

- 7.1. Employees may seek to rescind their resignation before the form is submitted to Human Resources Department. A decision on whether to grant such a request shall rest with the immediate superior.
- 7.2. Employees will not be allowed to rescind a resignation once the resignation has been confirmed by the Company. However, there the company may consider exceptional cases.
- 7.3. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to speak to their immediate superior or with the Human Resources Department.

#### **8.0. Eligibility for Rehire**

- 8.1. The company's policy on rehiring allows employees to be rehired once.
- 8.2. Employees who resign in good standing under this policy and whose documented performance is above average under the organization's performance management system may be considered for reemployment after a cooling period of six (6) months.
- 8.3. Former employees will be considered for open positions along with all other candidates.
- 8.4. Former employees who apply for reemployment shall be treated as new employees for purposes of entitlement of seniority-related benefits.

#### **9.0. Clearance Process**

- 9.1. Resigning employees will be required to complete the clearance process to ensure that all tools and equipment are returned.
- 9.2. Employees who fail to return any company property will be deemed ineligible for rehire and may be subject to legal proceedings and may have their final wages withheld.
- 9.3. Employee shall be provided a signed copy of the clearance process form as an acknowledgment of successful clearance process.

#### **10.0. Exit Interview**

- 10.1. Resigning employees will be scheduled for an exit interview by the Human Resources Department during the final week to provide an opportunity to discuss any questions or concerns related to employment with the Company.
- 10.2. The exit interview is voluntary and refusal to participate won't result in any problems for an employee, or their access to references or jeopardize the chances for re-employment or any unemployment benefits they may be entitled to.
- 10.3. It is the company's wish to seek input to enhance the company's people practices.

#### **11.0. Ongoing Obligations**

- 11.1. It is important for employees to remember that the below shall remain valid and binding even after leaving the company.
  - a. Confidentiality and data protection policies.
  - b. Trade secrets.
  - c. Any knowledge and information on the company and its products or services that are not available in the public domain.
  - d. Items mentioned in any Non-Disclosure Agreement (NDA) signed during the employment period.
- 11.2. The Company may initiate legal action against any former employee if they divulge the above without written consent from the company.

## **10.0. Business Claims & Reimbursement**

- 1.0. The Company shall reimburse employees for out-of-pocket or any other business-related expenses incurred by the employee subject to conditions spelled out in this policy.
- 2.0. The types of reimbursable expenses are as follows but are not limited to;
  - a. Travel for business purposes including local transportation (based on approved travel mode/arrangement and approved travel entitlements)
  - b. Conference fees
  - c. Medical treatment incurred during business trips
  - d. Accommodations while attending meetings, conferences and other business purposes
  - e. Office supplies
  - f. Approved software or equipment required for work
  - g. Professional certification/membership fees
  - h. Parking and toll
  - i. Mileage
  - j. Work-related outings, meals, or entertainment
  - k. Any other expenses approved by the company
- 3.0. The non-reimbursable expenses are as follows but are not limited to;
  - a. Lost personal property
  - b. Unauthorized meals/entertainment
  - c. Fines incurred
  - d. Pay-per-view TV and newspapers
  - e. Unofficial calls/communication charges
  - f. Unauthorized flight upgrades, accommodations, etc.
  - g. Expenses for spouses who accompany employees on business trips
  - h. Personal purchases
  - i. Expenses incurred by a spouse or other non-employee
  - j. Meals or entertainment during unauthorized business meetings
  - k. Ad-hoc expenses that have not been approved prior to it being incurred
  - l. Mini-bar contents
  - m. Visit to tourist attractions or entertainment outlets
  - n. Laundry unless for business travel exceeding five (5) days
  - o. Unauthorized gifts of any type.
  - p. Any expenses that are not listed in this policy and without prior approval from immediate superior.
- 4.0. Employees should always seek clarification before incurring a work-related expense where reasonably possible and needed except for routine expenses that is incurred due to the nature of the job/tasks.
- 5.0. For ad-hoc expenses, prior approval from superiors shall be obtained before incurring a work expenses. Employee shall state justification for such expense and shall be supported by immediate superior. This will facilitate a smooth approval process upon submission of such claims.
- 6.0. All expenses shall follow prescribe limits based on prevailing company policies/guidelines/practices unless prior approval has been obtained from superior or approving parties such as Human Resources or Finance Department.



- 7.0. For special cases, the approval of the Managing Director is required prior to the reimbursement of expenses. This includes the above budget cost incurred or any expenses that are not covered in this policy.
- 8.0. Employees are encouraged to avoid overspending or incurring unnecessary costs unless unavoidable. Employees are advised to keep their immediate superior notified of such expenses.
- 9.0. Expenses incurred in foreign currencies shall be reimbursed based on prevailing exchange rates provided by Bank Negara Malaysia at the time of processing of the claims. The Company shall not be held responsible for any loss of value due to fluctuating exchange rates.
- 10.0. Employees shall be required to submit all claims within seven (7) working days after the expenses are incurred or seven (7) days upon returning to the company. Submissions exceeding seven (7) days shall be justified and shall be subject to approval by Managing Director. Employees are advised to submit the claims promptly.
- 11.0. All claims shall be made with a duly completed Expense Claim form along with original receipts. An incomplete claim form or absence of receipt(s) shall render the claim rejected or not paid in full. Photocopies of receipts are permitted in situations where original receipts are lost or were not provided to the employee.
- 12.0. All claims for reimbursement shall be first approved by the immediate superior before submission to Human Resources for final approval before reimbursement is made.
- 13.0. Entertainment expenses shall be on a 'need to' basis and must not be carried out indiscriminately, excessively or in a lavish manner. In an exceptional case, where the employee is asked to entertain clients, visitors or government officials, prior approval shall be first obtained from the immediate superior unless in unavoidable circumstances. Entertainment expenses involving dignitaries or political office holders shall be approved by the Managing Director.
- 14.0. Where applicable, statutory contributions and/or tax deductions shall be made in accordance with prevailing regulations/laws.



## **11.0. Bond**

### **1.0. Bondable Benefits**

- 1.1. The benefits below shall attract a bond with the company;
  - 1.1.1. Trainings
    - 1.1.1.1. Training courses and programmes including but not limited to in house trainings, external trainings, professional certification trainings, trainings at other entities of the company/group of companies, trainings by vendors or any training sponsorships extended to an employee.
    - 1.1.1.2. Trainings related to knowledge, product, equipment, technology or project transfer, locally or abroad.
  - 1.1.2. On-the-job (OJT) Trainings
    - 1.1.2.1. For an internal OJT programme without an established training fee, the duration of the training shall determine the bond period.
    - 1.1.2.2. For an external OJT programme without an established training fee but with the cost incurred to attend the training, the cost incurred shall determine the bond period. The Company may also elect to use the OJT period instead to determine the bond period at its discretion.
    - 1.1.2.3. For an OJT programme with an established training fee whether done internally or externally, the cost of the training along with the cost incurred to attend the training shall determine the bond period. However, the company reserves the right to use the OJT training duration instead of the training cost to determine the bond period.
  - 1.1.3. Professional Membership Fee or Statutory Required Licences/Competencies
    - 1.1.3.1. All costs expended by the company to enable the employee to acquire professional memberships or statutory required licenses or competency certification that is required to perform their duties. This shall include the cost of training (if applicable) and any other associated cost.
  - 1.1.4. If an employee fails to complete any programme or training for whatsoever reason, the employee must immediately reimburse the company the full sum that had been expended by the company.
  - 1.1.5. Sign-on Bonus, Relocation Cost
    - 1.1.5.1. All hiring-related costs such as sign-on bonus and any one-off relocation cost.
    - 1.1.5.2. The conditions of the bond shall be made known to the employee or shortlisted candidate before granting such benefit failing which the bond shall no longer apply. For the avoidance of doubt in this case, the bond shall no longer be applicable once the employee has received the benefit or has commenced a training programme.

- 1.1.6. Retention Bonus
  - 1.1.6.1. Retention bonus that is awarded to selected employees.
- 1.1.7. Academic programmes that are not mandatory for the performance of the job by an employee such as a Certificate, Diploma, Degree, Masters or Doctorate Programmes.
- 1.1.8. Any other benefits decided by the company.

## 2.0. Non-Bondable Benefits

- 2.1. The benefits below are excluded from this policy;
  - 2.1.1. Notice Period Buy-Off
  - 2.1.2. Housing Allowances
  - 2.1.3. Any other benefits decided by the company

## 3.0. Definition of Cost

- 3.1. The below items are defined as costs in determining the bond value
  - 3.1.1. Training or course fee
  - 3.1.2. Travelling cost and travelling allowances
  - 3.1.3. Any cost expanded under the company's business travel policy
  - 3.1.4. Hotel or any cost of accommodation
  - 3.1.5. Clothing costs such as winter clothing for overseas training
  - 3.1.6. Books and training materials
  - 3.1.7. Exam or certification fee
  - 3.1.8. Registration fee
  - 3.1.9. Laboratory, research and research materials and equipment fee
  - 3.1.10. Other costs defined by the company
- 3.2. The below items are not defined as cost
  - 3.2.1. Deposits

## 4.0. Bond Duration

- 4.1. The duration of the bond shall be subject to the below;
  - 4.1.1. Cost of benefit extended to the employee

Total cost of the benefit	Bond period
Below RM 5,000	No Bond
Above RM 5,000 but below RM 10,000	12 months
Above RM 10,000 but below RM 20,000	24 months
Above RM 20,000	36 months

- 4.1.2. For OJT Programmes

OJT Duration	Bond period
Less than four (4) weeks	No Bond
More than four (4) weeks but less than twelve (12) weeks	24 months
More than twelve (12) weeks	36 months

Note : 1 month is defined as thirty (30) days in determining the bond period.

## **5.0. Guarantor**

- 5.1. An employee or a candidate offered employment with the company shall be required to name two (2) guarantors for any bond amount that exceeds RM 30,000.
- 5.2. In a situation the employee is unable to provide guarantors, the decision to grant the benefit shall be subject to the company's discretion.
- 5.3. Other conditions;
  - 5.3.1. Should the employee be subjected to a second or more bond, the employee shall provide different guarantors.
  - 5.3.2. When an employee has worked for two (2) years or more with the company, at least one (1) guarantor must be a fellow employee.
  - 5.3.3. When an employee has worked for less than two (2) years with the company, the employee can name any outsiders as his/her guarantors.
  - 5.3.4. The guarantor must show evidence of their ability to stand as a guarantor. The company may require certain financial records to determine the credit worthiness of the guarantor failing which the company may request a new guarantor.

## **6.0. Bond Period**

- 6.1. For training-related bonds, the bond period shall begin on the next working day after the last day of the training or examination or upon the completion of the programme or when upon attaining the certification or license or at any date stipulated in the bond agreement, whichever is later.
- 6.2. In the event the employee fails to satisfy the passing requirements of any undertakings, the bond period shall take effect after the employee has completed it successfully.
- 6.3. Should an employee attend further training courses/programmes/certifications or receive other benefits while serving a bond, the employee shall be subjected to a new bond and shall be treated as a new bond altogether. This would mean the employee will serve two (2) or more active bonds at any one time.
- 6.4. Where an employee has more than one (1) bond, the employee's bond period with the company shall end at the expiry of the most recent bond.

## **7.0. Failure to Complete Bond Period**

- 7.1. If the employee fails to complete at least 50% of the bond period for whatsoever reason, then he/she must immediately reimburse the company the full bond amount.
- 7.2. If the employee fails to complete the bond period for whatsoever reason, after having served 50% or more of the bond period, then he/she must immediately reimburse the company proportionately the sum in respect of the uncompleted service. For example, if an employee is on a twenty-four (24) month bond and decides to resign from the company at the end of the 15<sup>th</sup> month while serving the bond period, then the reimbursement shall be:  $(9/24) \times \text{full bond amount}$ .

**8.0. Cancellation/Release from Bond**

- 8.1. Request for cancellation/release from the bond can be made in writing to the company along with justifications and support from the head of the department.
- 8.2. Any request for cancellation of release from a bond shall be subject to the company's written decision. The company may impose other conditions instead.

**9.0. Other Conditions**

- 9.1. Employees on probation are allowed to attend training or programmes or receive any benefits that subject them to a bond, however, the bond does imply that the company will confirm them at the end of the probation period.

## **12.0. Discipline & Consequence Management**

### **1.0. Definition of misconduct**

- a. Misconduct is an act or omission which violates or affects the employee's expressed or implied obligations to the Company.
- a. The misconduct must be related to the employees' duties or work or his/her position as an employee of the Company both within the Company's premises or outside.
- b. Act or behave in a way that affects the Company's image or reputation both directly or indirectly outside of the Company's premise.

### **2.0. Types of misconduct**

- 2.1. Tardiness, punctuality, attendance and mannerism at work
  - a. Tardiness at work or at keeping appointments including being late to meetings without prior notification.
  - b. Reporting to work late.
  - c. Absent to work or absence from authorized workplace during work hours.
  - d. Leaving the Company premises during working hours without approval from Immediate Superior.
  - e. Taking breaks that are longer than authorised.
  - f. Failure or refusal to attend scheduled meetings, trainings, workshops or any engagements without apologies or without sending an authorised representative (where applicable).
  - g. Not turning up for overtime work after having agreed to do so.
  - h. Playing games on computer or mobile device during work hours.
  - i. Behaving in a boisterous manner that disturbs the work environment during work hours.
  - j. Engaging in horse play with others during work hours.
  - k. Sleeping while on duty.
  - l. Failure to scan at the guardhouse/attendance system and tailgating.
- 2.2. Negligence of duty and conditions of employment
  - 2.2.1 Negligence or gross negligence of duty including not understanding an instruction irrespective of whether it has resulted in a loss to the Company or otherwise.
- 2.3. Safety and security
  - 2.3.1. Gross disregard of security measures.
  - 2.3.2. Parking vehicles outside the designated areas or general parking offences such as double parking or haphazard parking within the Company's premises or other designated areas provided by the Company.
  - 2.3.3. Non-compliance to security procedures or failure to obey the instruction of security personnel.
  - 2.3.4. Driving vehicles without due care and attention within Company premises.
  - 2.3.5. Tampering with safety devices, fitting or machinery with or without mal intent.
- 2.4. Safety and health
  - 2.4.1. Fail to adhere to safety rules and/or not using personal protective equipment (PPE) according to prescribed manner including face mask or other PPEs as required by the Company.

- 2.4.2. Removing any company's instructions or health and safety equipment with the intent to create confusion or to cause harm to other employees or any acts inconsistent with the intent of the company in maintaining a safe and healthy work environment.
- 2.4.3. Gross disregard for health and safety measures.
- 2.4.4. Late in reporting workplace accidents and other accidents that should be reported to relevant authorities and immediate superior.
- 2.4.5. Failure to report to the Company on contacts regarding infectious disease.
- 2.4.6. Making false declaration(s) on coming into contact with person(s) with an infectious disease or any other false declaration(s) in order to be relieved from work or to gain an advantage(s) from the Company or Health authorities.
- 2.4.7. Failure to follow any quarantine orders or quarantine protocols enforced by the Company or Health authorities.
- 2.5. Dressing and uniforms
  - 2.5.1. Not wearing a uniform as required by the Company.
  - 2.5.2. Not adhering to Company's dress code rules/policy.
  - 2.5.3. Putting additional emblems or markings on the uniforms worn.
- 2.6. Handling and preservation of Company's property/environment
  - 2.6.1. Vandalise or writing graffiti on Company's property.
  - 2.6.2. Refusal to return keys, badges or any other Company's property when directed.
  - 2.6.3. Unauthorized removal, stealing of Company's property or aiding, abetting or condoning such act (including borrowing without prior approval).
  - 2.6.4. Littering within Company premises.
  - 2.6.5. Unauthorized removal or detachment of notices, circulars or documents.
  - 2.6.6. Wilful damage to Company's property including the building with its fittings, machinery, completed or partially completed products of the Company, raw materials and Company's vehicles.
- 2.7. Prohibited activities
  - 2.7.1. Involvement in money lending within Company premises.
  - 2.7.2. Carrying out prohibited union activities within Company premises which are against Company's rules or the code of industrial harmony.
  - 2.7.3. Conducting missionary or any religious activities within Company premises without the approval of the Company.
  - 2.7.4. Conducting political activities within Company premises or bringing Company's image to disrepute in political events outside of the Company premises.
  - 2.7.5. Participation in illegal strikes or abetting, inciting, instigating or acting in furtherance thereof. Wilful slowing down of work or instigating others to do so shall also be construed as illegal strikes.
  - 2.7.6. Interference with the work of other employees.
  - 2.7.7. Gambling within Company premises.
- 2.8. Liquor and drugs
  - 2.8.1. Bringing in or consuming or being under the influence of liquor or being insobriety during work.

- 2.8.2. Bringing in or consuming or being under the influence of dangerous or prohibited drugs during work.
- 2.8.3. Getting drunk during official Company functions.
- 2.9. Side-line work, conflict of interest and personal activities
  - 2.9.1. Engaging in private and personal businesses or trades within the Company premises.
  - 2.9.2. Failure to declare Side-line activities or personal business.
  - 2.9.3. Engage in dual employment.
  - 2.9.4. Holding non-work-related meetings within Company premises without prior permission of the relevant approving authority.
- 2.10. Insubordination and refusal to follow instructions
  - 2.10.1. Refusal to go for medical examinations when directed to by the Company.
  - 2.10.2. Refusal to produce documents, certificates of qualification and photographs when directed for official Company purposes.
  - 2.10.3. Refusal to accept transfer orders.
  - 2.10.4. Insubordination by refusing to carry out or accept a rightful order from the superior.
  - 2.10.5. Insubordination by defying of persons in authority whether such persons are the direct superior or otherwise.
  - 2.10.6. Refusal to sign acceptance or acknowledgment when required by Company.
- 2.11. Sexual harassment, behaviour and language used
  - 2.11.1. Using foul or abusive language or making indecent gestures.
  - 2.11.2. Sexual harassment which includes sending of pornographic material to other employees, regardless of the method of sending.
  - 2.11.3. Display improper or riotous conduct or indecent or disorderly behaviour.
  - 2.11.4. Use of foul or offensive language and verbal abuse to any employees, vendors, visitors or any others that the Company comes in contact with.
  - 2.11.5. Engaging in immoral activity that brings disrepute to the employees concerned and to the Company at large.
  - 2.11.6. Writing and distributing poison pen letters.
  - 2.11.7. Distribution or exhibition of newspaper articles, handbills, pamphlets or posters within Company premises without prior permission of the relevant approving authority.
  - 2.11.8. Rude or improper behaviour towards members of public or Company stakeholders.
  - 2.11.9. Inciting racial, political or religious trouble within Company premises which includes e-mailing information that is racially, politically or religiously sensitive in content.
  - 2.11.10. Defamation of the Company and its officials or employees.
  - 2.11.11. Aiding, abetting, conspiring, instigating, inciting or condoning any misconduct.
- 2.12. Improper usage of company's IT facilities and assets and improper usage of media which includes but not limited to the below;
  - 2.12.1. Using Company's Notebook or PC for personal use.
  - 2.12.2. Installing or downloading software without approval from the Company.
  - 2.12.3. Usage of personal thumb drive or external storage devices on any Company' Notebook, Desktop PCs and any machinery or assets.

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- 2.12.4. Recording and capturing images of conversations, meetings or events without approval from the organizer or facilitator.
- 2.13. Improper behaviour on Social Media
  - 2.13.1. Posting or discussing or making disparaging opinion or gestures or otherwise unwarranted and unwanted comments on any Company related topics that could embarrass or damage the Company's reputation or that of its employees, clients, any other stakeholders or member of the public in social media or in the internet or any electronic media.
- 2.14. Fraud, dishonesty, bribery and breach of trust
  - 2.14.1. Making false reports or declaring knowingly or failed to verify prior to submission.
  - 2.14.2. Falsifying, destroying or removal of Company's records.
  - 2.14.3. Manipulation of Company's process/documentation.
  - 2.14.4. Fraud or dishonesty while discharging duty or manipulation in order to deceive Company.
  - 2.14.5. Making false payment claims or false entries with the intention to cheat the Company.
  - 2.14.6. Requesting or accepting bribes, favours, kickbacks or commission from the Company's suppliers or customers, or any other party.
  - 2.14.7. Soliciting donations of any kind from suppliers.
  - 2.14.8. Misappropriation of Company's funds and criminal breach of trust.
  - 2.14.9. Cheating or using manipulative ways on attendance records in whatsoever manner in order to deceive the Company.
- 2.15. Violent and dangerous behaviour
  - 2.15.1. Being violent, abusing, assaulting or threatening to assault, injure or harm any employees, customers or members of the public within or outside Company premises as well as behaviour that provokes violence.
  - 2.15.2. Extortion or attempted extortion.
  - 2.15.3. Possession of any weapon within Company premises.
  - 2.15.4. Carrying on subversive activities within Company premises.
- 2.16. Confidentiality and data protection
  - 2.16.1. Disclosure and unauthorised use of Company proprietary, confidential or sensitive information including to unauthorised person without prior permission of the relevant approving authority.
  - 2.16.2. Disclosure and unauthorised use of personal information of employees including to unauthorized persons in a non-judicious manner or without prior permission of the relevant approving authority.
  - 2.16.3. Making matters concerning their duties or the Company known to the public without prior permission of the relevant approving authority. This Includes but is not limited to publishing articles, books, photographs or letters; giving press interviews or releases; and giving lectures, speeches or presentations.
- 2.17. Smoking, eating and loitering in undesignated areas
  - 2.17.1. Smoking and/or the use of electronic smoking devices (also known as electronic cigarettes or "e-cigarettes") is prohibited except at designated area.
  - 2.17.2. Eating or drinking in prohibited areas.

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2.17.3. Loitering in prohibited and restricted areas.

2.18. Others

2.18.1. The acts or behaviours that are not acceptable and prohibited by the Company shall not be limited to those outlined in this handbook. So long as such act/conduct brings disrepute to the Company or affect the image of the Company, disciplinary action shall be taken against an employee.

**3.0. Disciplinary process and actions**

- 3.1. Disciplinary action shall be taken when there is reasonable and clear evidence of misconduct and shall be based on the principle of natural justice and substantial justice.
- 3.2. For cases where an employee commits multiple types of misconduct over a period of twelve (12) months, the Company may pursue progressive punishment deemed necessary as though the misconduct committed is of the same nature.
- 3.3. The Employee shall be given the opportunity to be heard in order to present his/her evidence and statement and where necessary seek pre-advice to defend their actions.
- 3.4. An Employee who is a member of the union may seek help from the union in preparation for their inquiry.
- 3.5. Upon concluding the disciplinary inquiry process, the Company shall issue either a Counselling, 1<sup>st</sup> Warning, 2<sup>nd</sup> Warning, or Final Warning Letter to the employee as a reminder to his/her current behaviour and avoid repetition in the future. An Employee may also be dismissed from employment.
- 3.6. There is no compulsion on the Management to follow a progressive punishment pattern.
- 3.7. Disciplinary action taken shall commensurate with the gravity of the offence.

**4.0. Validity of the warning letters**

- 4.1. The disciplinary action will be effective immediately after the seven (7) days allowed for appealing.
- 4.2. All warning letters shall be valid for one (1) year. The period of the validity of the consequence management shall be decided by the Company.

**5.0. Consequence Management**

- 5.1. An employee who has been issued a warning letter shall result in any of the following consequences;
  - a. Reduced annual increment
  - b. Suspension of annual increment
  - c. Deferment of annual increment
  - d. Suspension of wages
- 5.2. The Management reserves the right to amend or institute other types of consequence management at its sole discretion.

## **6.0. Appeals against disciplinary action**

- 6.1. Aggrieved employees may appeal to the Head of the Company who may set aside, alter or decrease the penalties imposed.
- 6.2. The appeals must be made within seven (7) days of the meeting out of the disciplinary action.
- 6.3. The appeals must be made in writing and include grounds for them.
- 6.4. Employees may continue to work within the Company premises whilst appealing against the disciplinary action except when appealing against dismissals. Appealing against dismissals must be made from outside the Company premises.
- 6.5. When employees appeal against the disciplinary action meted out to them within seven (7) days, the disciplinary action will be suspended until the appeal is disposed of.
- 6.6. Employees who have been dismissed will not be allowed to work until the appeal is disposed of.
- 6.7. The Head of the Company can dispose of the appeals in any of the following ways and the decision made by the Managing Director is final and conclusive.
  - a. Uphold the decision of the Inquiry Panel or HR.
  - b. Revoke the decision of the Inquiry Panel or HR.
  - c. Substitute the disciplinary action with less severe punishment.
  - d. Order a fresh inquiry by another Inquiry Panel.

## **7.0. Criminal proceedings against employees by the authorities**

- 7.1. Employee must inform the Company if there is any criminal proceeding against them.
- 7.2. The Company will decide whether to allow the employees to continue working or to suspend them from their duties during the criminal proceedings.
  - a. An Employee who has been suspended will not receive any wages during the period of suspension.
  - b. The period of suspension may be extended even though the employees have been acquitted, until the disposal of appeals in a higher court (if applicable).
- 7.3. If the criminal proceedings are discharged or dropped, the employee will be allowed to continue working.
- 7.4. Being convicted of a criminal offence that in the Company's opinion is relevant to your continued employment, or your trustworthiness, which may adversely impact your ability to perform your role satisfactorily or which is likely to bring the Company into disrepute or otherwise affect our reputation or relationships with our staff, customers or the public shall result with dismissal.

## **8.0. Detention and banishment**

- 8.1. Employee who has been detained or banished under any laws of Malaysia for a period of thirty (30) day or more shall be deemed to have also broken the Company rules and shall have his/her contract frustrated with immediate effect upon such detention or banishment.

### **13.0. Probation**

- 1.0. All new employees hired on a permanent and fixed-term contract shall be required to undergo a probationary period.
- 2.0. The probation period defined by the Company is as follows;
  - 2.1. Executive Employees : 3 months
  - 2.2. Non-Executive Employees: 1 month
- 3.0. The Company reserves the right to extend the probation period as per need.
- 4.0. The probationer shall be evaluated in areas pertaining to their work and conduct such as competencies, skills, attitude, attendance, tardiness, and other areas expected of an employee. The Company is not obliged to confirm a probationer who meets the targets set but fails to show the right conduct expected of an employee.
- 5.0. Probationers who are not confirmed in employment following the extension of the probationary period shall be terminated.
- 6.0. The Company shall issue a confirmation letter at the end of the probation period provided the probationer meets the expected performance level. There will be no salary adjustment upon confirmation.
- 7.0. Roles of Superior
  - 7.1. Provide and discuss the contents of the job description to new probationers within the first week of the probationer's employment.
  - 7.2. Assign KPIs and targets for the probation period. Follow the SMART concept in setting the targets to be achieved by the probationer.
  - 7.3. Set periodic review meetings with the probationer. There shall be at least one (1) review every 30 days.
  - 7.4. Document the performance review in the performance review form and submit a copy to Human Resource Department for filing purposes. A copy is to be given to the probationer.
  - 7.5. Provide necessary training, resources and tools to enable the probationer to facilitate the probationer to execute his/her tasks well.
  - 7.6. Assign a buddy where needed to speed up the probationer's learning curve.
  - 7.7. Ensure the probationer attends the familiarization programme.
  - 7.8. Inform Human Resources Department as early as possible if there are signs the probationer is not showing proper progress or is having issues with his/her probation/tasks assigned.
  - 7.9. Ensure adequate warnings are given to the probationer if they do not meet the expected performance level during each review meeting.
- 8.0. Superiors who fail to properly manage the probation process for their newly hired subordinates as required by this policy may result in disciplinary action being taken which may include transferring them to other roles on an individual contributor basis.

- 9.0. Roles of Probationer
  - 9.1. Read, understand and comply with the Company's code of conduct.
  - 9.2. Understanding the purpose of probation and the standards of performance, conduct and behaviour expected by the Company.
  - 9.3. Obtain a good and clear understanding of the job description and targets assigned by the immediate superior.
  - 9.4. Attend the familiarization process and training identified by the immediate superior.
  - 9.5. Attend periodic review meetings as arranged by the immediate superior.
  - 9.6. Complete assigned tasks successfully.
  - 9.7. Seek timely advice and further clarifications on any aspects of the role or when faced with issues from an immediate superior.
- 10.0. Roles of the Human Resources Department
  - 10.1. Initiate employee familiarization process for all new employees.
  - 10.2. Provide support and guidance to immediate superior throughout the probation period.
  - 10.3. Periodically review the probation systematics, forms, policies and procedures to ensure relevance to the company's operations.
  - 10.4. Issue confirmation letter to successful probationers.
  - 10.5. Issue termination notice to probationers who fail to meet the expected performance level.
- 11.0. Should a probationer commence her maternity leave during the probation period or extended probation period, the company may extend the probation period upon the probationer's return to work.
- 12.0. An employee who takes up other roles in the company via an internal transfer is excluded from the probation process.

## **14.0. Side-line Work & Owner Interest**

### **1.0. Definitions**

- 1.1. Side-line work/job/activities
  - a. Defined as work/job/activities (hereafter called “side-line work”) undertaken by an employee regardless of whether it comes with financial gain or otherwise.
  - b. Work/job/activities performed through an undertaking of the company that is wholly or partly owned by the employee are also considered side-line work/job/activities.
  - c. It applies to any side-line work of any nature that impedes or delays the employee's work at the company. It also applies to any side-line jobs where the employee is in doubt as to whether the side-line jobs require no-obligation consent.
- 1.2. Owner interest
  - a. Defined as an employee directly or indirectly owning a business, and has a financial interest in a business or securities or other assets that are used to generate financial returns or income for the employee.

### **2.0. Governing Principal**

- 2.1. The Company's policies and employment terms require all employees to devote their whole time, attention, energies and skills solely to the business of the Company, and shall not be concerned or interested directly or indirectly in any business or work other than that of the Company
- 2.2. The Company, however, has no objection to employees undertaking side-line work/job/activities or owner interest activities subject to the terms specified in this policy.

### **3.0. Declaration & No-Objection Consent**

- 3.1. Employees intending to undertake any side-line work or owner interest are required to inform and seek a no-objection consent from the company prior to such undertaking.
- 3.2. New employees reporting for work shall declare any side-line work or owner interest no later than thirty (30) days upon commencement of employment and shall seek a no-objection consent from the company prior to such undertaking unless the employee has made a prior declaration during the application and hiring process.

### **4.0. Conditions for No-Objection Issuance**

- 4.1. The Company may provide a no-objection issuance if all of the below conditions are met and agreed upon by the employee for any side-line work or owner interest;
  - a. It is not in direct conflict with the company's nature of business
  - b. It is not in direct conflict with the employee's scope of work or profession
  - c. It is not carried out during employee's work hours (including during lunch or tea break)
  - d. It is not carried out on the company's premises and is not carried out using the company's facilities including mobile phones, notebooks or using any other facilities.
  - e. Employee does not solicit support or perform any transaction involving other employees that may affect the relationship at the workplace unless they are voluntary.
- 4.2. The Company may revoke the no-issuance issued if any of the following takes place;

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- a. Company receives complaints from other employees on the side-line activities or owner interest activities are performed at the workplace or if other employees are pressured or forced to support or purchase or involved in the side-line job.
- b. The employee's work performance is affected.
- c. The employee is found to have breached any conditions in this policy.
- d. The employee misuses his/her position and authority to solicit support from other employees.
- e. The company's image is affected as a result of the side-line work.

**5.0. Declaration & Application for No-Objection Consent**

- 5.1. Employees are required to submit the Side-line Work, Owner Interest & Conflict of Interest Declaration form to Human Resources Department at least thirty (30) days prior to commencement of the side-line work.
- 5.2. The application for no-objection issuance shall be supported by the immediate superior.

**6.0. Failure to Declare**

- 6.1. Failure to make a declaration required by this policy shall be a breach of employment terms and the company may take disciplinary action which may include dismissal.

### **15.0. Friday Prayer**

- 1.0. The Company has a longstanding commitment to preserving the freedom of all workers in practicing their religious beliefs.
- 2.0. All Muslim male employees shall be allocated two (2) hours of break time from 12.30 pm to 2.30 pm) every Friday to perform the Friday prayer at the nearest mosque.
- 3.0. The break time shall include the lunch break.
- 4.0. Employees must return to the company and resume work by the end of their allocated break time unless for acceptable reasons provided the superior has been notified of such delay promptly.
- 5.0. Employee shall notify their superior at least three (3) hours prior to commencement of the break time to enable the superior to ensure operations are not disrupted to ensure necessary arrangement made for replacement or coverage.
- 6.0. All other employees shall follow the company's official lunch break of one (1) hour.

## **16.0. Flexible Work Arrangement (FWA)**

### **1.0. Overview**

- 1.1. Flexible work arrangement (FWA) provides options for the company and employees to vary the hours of work, days of work or place of work.
- 1.2. The Company is committed to helping employees face the demands of juggling work, family and personal obligations by offering a number of possible flexible work arrangements.
- 1.3. These arrangements provide employees with increased flexibility with their work schedule while allowing them to maintain a progressive and productive work environment.
- 1.4. All requests for FWA will be considered on a case-by-case basis and shall be given thorough consideration while taking into account both the employees' and business needs.
- 1.5. In principle, FWA is granted on a need basis and shall not be cited as a privilege or entitlement.
- 1.6. FWA arrangements such as Work From Home or Hybrid Work shall not be used as a substitute for annual leave.

### **2.0. Applicability**

- 2.1. The FWA policy shall be applicable to all employees except those in the scope of work that requires their continual presence at the company's or customer's premises such as security guards, production workers, front office employees and others that may be defined by the company from time to time.
- 2.2. The company may review criteria for FWA based on changing business circumstances and employees on FWA may be required to work full-time on a normal schedule when needed to minimise disruption to the company's operations.
- 2.3. Employees may be granted FWA subject to the below conditions;
  - 2.3.1. Satisfactory attendance record in twelve (12) months prior to application.
  - 2.3.2. Meet all performance expectations in the current role and consistently demonstrate the ability to complete tasks and assignments on a timely basis.
  - 2.3.3. Free of disciplinary records in the twelve (12) months prior to application.

### **3.0. The company adopts the following FWA arrangements;**

#### **3.1. Hybrid work (HW)**

- 3.1.1. Hybrid work is defined as combined in-office work and remote work.
- 3.1.2. HW is available for all positions or roles that have been identified by the Company as having the potential to be a 'hybrid' worker.
- 3.1.3. The Company reserves the right to decide positions or roles suitable for hybrid work. Roles not suitable for hybrid work that require onsite presence identified by the Company may not qualify.
- 3.1.4. A hybrid work arrangement may take place on the following basis;
  - a. ad-hoc basis
  - b. continual basis for a period of time
  - c. permanent basis



### 3.2. **Work from home (WFH)**

- 3.2.1. Work from home is defined as work done at the employee's home (or other location of the employee) without the need to come to the office.
- 3.2.2. WFH is available to all positions or roles that have been identified by the Company as having the potential to be on WFH mode.
- 3.2.3. The Company reserves the right to decide positions or roles suitable for WFH.
- 3.2.4. Roles not suitable for WFH that require onsite presence identified by the Company may not qualify.
- 3.2.5. WFH arrangement may take place on the following basis;
  - a. ad-hoc basis
  - b. continual basis for a period of time
  - c. permanent basis

### 3.3. **Flexible work hours (FWH)**

- 3.3.1. Flexible work hours give employees the ability to choose their working hours.
- 3.3.2. It may be for a temporary period or a prolonged period in order to adjust for a planned or unplanned, short-notice, or sporadic event.
- 3.3.3. The flexibility helps the employees to fulfil their contractual work hours obligation but vary the work hours.
- 3.3.4. Employees may choose any of the below FWH hours which shall include one (1) hour lunch break.

Option	Flexi Work Hours	Core Hours
Option 1	7.30am – 4.30pm	9.30am – 4.30pm
Option 2	8.00am – 5.00pm	
Option 3	8.30am – 5.30pm	
Option 4	9.00am – 6.00pm	
Option 5	9.30am – 6.30pm	

- 3.3.5. Meetings or team discussions shall be arranged during core hours.
- 3.3.6. Any other FWH work hour arrangement is at the total discretion of management.

### 3.4. Compressed week (CW)

3.4.1. A compressed workweek gives employees the option of completing their contractual work hours in fewer working days instead of a full work week.

3.4.2. Example of CW are as follows and shall fulfil forty (40) hours excluding including one (1) hour lunch. (Note: Companies may expand it to 45 hours)

	Option 1	Option 2	Option 3	Option 4
Monday	10 hours		5 hours	10 hours
Tuesday	10 hours	10 hours	5 hours	10 hours
Wednesday	10 hours	10 hours	10 hours	10 hours
Thursday	10 hours	10 hours	10 hours	5 hours
Friday		10 hours	10 hours	5 hours
Total Hours	40	40	40	40

3.4.3. Employee may apply for variation and shall be decided by the Company at its sole discretion.

### 3.5. Part-time work (PTW)

3.5.1. Part-time work is defined as work arrangement between 30% to 70% of a full-time role of 40 hours which ranges from twelve (12) hours to twenty-eight (28) hours.

3.5.2. Employees may apply for a part-time work arrangement if their roles can be substituted from a full-time role to a part-time role.

3.5.3. It shall also be subject to the employee's work and responsibilities without causing significant disruption to performance and/or delivery of services.

3.5.4. The approval for PTW is strictly subject to the above criteria and the prevailing business needs.

3.5.5. Employees who opt for PTW will have their wages and selected benefits proportionated in line with their PTW contractual hours.

3.5.6. Employees shall agree to the revised terms and conditions before their application is approved.

3.5.7. Examples of PTW are as follows and the total PTW hours shall be agreed upon by the employee and the company.

	Option 1	Option 2	Option 3	Option 4
Monday	HD	HD	FD	
Tuesday	HD	HD	FD	
Wednesday	HD	HD	HD	FD
Thursday	HD	HD		FD
Friday	HD	HD		HD

Note : FD (Full Day), HD (Half Day)

3.5.8. Employee may apply for any PTW work pattern or variation and shall be decided by the Company at its sole discretion.

### 4.0. Making an application

4.1. Applications for FWA shall be made at least thirty (30) days in advance and shall commence at the beginning of the following week after it has been approved.

4.2. FWA shall only commence once the approval has been notified by the company.

- 4.3. Employees will be notified of the outcome of their application within seven (7) working days and for cases where it is rejected, the company shall state the reason for rejection.
- 4.4. All applications are considered on a case-by-case basis by the immediate superior for subsequent consideration and approval by the Company. The immediate superior and employee are responsible for ensuring that the requirements under these guidelines have been satisfied prior to submission of the application. If all requirements cannot be satisfied, it is upon the immediate superior to ensure adequate alternative measures are taken. Among the requirements that shall be fulfilled are;
  - 4.4.1. The ability of the employee to meet the requirements of their job if the request was approved.
  - 4.4.2. The practicality of the arrangements that may need to be put in place to accommodate FWA.
  - 4.4.3. The nature of the work being done and whether that work can be done from home.
  - 4.4.4. The ability of the requesting employee to self-manage their work and performance during FWA.
  - 4.4.5. The ability of the manager to remotely manage the employee working from home.
  - 4.4.6. Other matters based on individual circumstances and Company's operational requirements.

#### **5.0. Other conditions for approval**

- 5.1. Each approved FWA application may vary from others and the company may impose additional or other conditions at its sole discretion.
- 5.2. For long-term FWA applications, the employee may be required to undergo a trial period of one (1) to four (4) weeks to ensure the arrangements meet the business requirements and the employee is able to fulfil the conditions of FWA. If the trial is successful, a longer FWA period will be granted.
- 5.3. The Company reserves the right to cancel or shorten the FWA arrangement anytime during the FWA period without assigning any reason whatsoever. The Company may also modify or impose additional conditions. Employees who are unable to accede to such conditions shall have the FWA arrangement revoked immediately and shall report to work on the next working day.

#### **6.0. Managing work performance**

- 6.1. Performance of an Employee on FWA arrangement will be measured on the same metrics that apply to work done in the office.
- 6.2. The Company shall make available specific tools to employees for managing time and tasks, communicating with co-workers, logging and tracking projects, accessing resources and to capture the total hours spent online (where applicable).

#### **7.0. Employees' obligations**

Employees granted FWA approval are required to observe and adhere to the following;

- 7.1. Adhere to all the Company's policies and procedures.
- 7.2. Observe Company's working hours. In some cases, limited flexibility is allowed, and employees must agree to work as close to the normal working hours.
- 7.3. Check-in with the immediate superior at least once a day.
- 7.4. Promptly respond to email/calls/communications from superior/colleagues/clients or any parties necessary to your tasks anytime during the normal hours of work.

- 7.5. Accept and attend to all Company's video conference/meetings that involves your function if on HW or WFH.
- 7.6. Maintain accurate and up-to-date records of hours worked at home within normal hours of work.
- 7.7. Meet deadlines, uphold high-quality standards and submit reports as required.
- 7.8. Ensure the space or location you will use during HW or WFH is safe and complies with health and safety requirements at all times. Employees are advised to report any health, safety and wellbeing hazards, near misses and incidents.
- 7.9. Take reasonable precautions necessary to secure any equipment or assets provided by the Company.
- 7.10. Immediately contact the immediate superior if the employee faces an emergency and needs to be away or attend to any private matters during FWA.
- 7.11. Provide access to Company or other approved parties, where necessary, for matters such as health and safety inspections and retrieval of any equipment or assets provided by the Company.
- 7.12. Failure to observe and discharge duties accordingly during FWA or abuse of FWA arrangement shall result in cancellation of FWA arrangement and further disciplinary actions can be taken.

#### **8.0. Superior's responsibilities**

The immediate superior's responsibilities during FWA are as follows;

- 8.1. Ensure the employee is working in accordance with the conditions of FWA policy and adhering to all the Company's policies and procedures.
- 8.2. Review and sign off on records of hours worked where applicable.
- 8.3. Monitor and review the FWA agreement/conditions on a regular basis.
- 8.4. Schedule communication meetings including methods of disseminating information to employees who are on hybrid work more.
- 8.5. Where practicable, provide equipment and tools required to perform the tasks (does not include workstation furniture, additional services or costs).
- 8.6. Accurately document the ownership and usage arrangements of the equipment and assets provided to the employee.

#### **9.0. Facilities**

- 9.1. Employees shall take note that not all Company's services or facilities are available or supportable when used from home (for those on HW and WFH).
- 9.2. The employee accepts this and agrees not to impose any overheads on the Company for additional services or facilities caused by this limitation including the cost of broadband/telephone charges.

#### **10.0. Business Travel**

- 10.1. Employees who are required to undertake business travel during HW or WFH, the usual business travel arrangement and criteria shall apply. Other applicable guidelines and policies pertaining to business travel shall apply accordingly.

**11.0. Social Security coverage & illness during HW or WFH**

- 11.1. Employees who are unwell or require hospitalisation shall be subject to the terms and conditions prescribed in the Company's medical policy. Employees are advised to promptly notify their immediate superior should they be unable to carry out their duties.
- 11.2. Employees shall continue to enjoy Company's benefits including Company insurance. SOCSO coverage shall be subject to conditions imposed by them.
- 11.3. It is vital that you furnish the Company with your current personal details including emergency contact for the purpose of medical, insurance and SOCSO coverage. Should there be any change to any personal information, the employee shall notify the company immediately. The Company shall not be held liable if any contractual obligations of the Company cannot be fulfilled due to employee's failure to keep the Company updated on any changes to their personal details promptly.

**12.0. Recall to the office**

- 12.1. The Company may require an Employee to report to the office at any time and it is mandatory for the employee to present himself/herself at the Company's premises at the earliest possible. Any Employee who happens to be working at a different location and is unable to return to Company at the earliest possible are required to immediately inform their Immediate Superior and provide justification and details of their earliest arrival at the Company. Failure to respond promptly may warrant disciplinary action or cancellation of HW or WFH arrangement.
- 12.2. Employees who are recalled to Company cannot claim for travel or any other expenses. In the company's records, employees' place of work during HW or WFH shall be their registered residence with the Company or the address provided during the application process. The Company may reject an application for HW or WFH if the location of work is not feasible in the company's opinion, particularly in cases where the employee's presence at the company may be required on an urgent basis or with short notice. The immediate superior shall evaluate this criterion in accordance with the employee's job function thoroughly.

**13.0. Other conditions**

- 13.1. Employees intending to tender resignation during WFH or HW may have their FWA arrangement cancelled and may be required to work at Company's premises during the notice period.
- 13.2. All other employment terms and conditions shall apply during WFH or HW arrangement.

## **17.0. Anti-Bribery & Anti-Corruption (ABAC)**

### **1.0. Overview**

- 1.1. The Company is committed to conducting its business based on principles of fairness, honesty, openness, decency, integrity and respect.
- 1.2. The company is focused on fostering a business environment with high standards of integrity in all its conduct as well as business practices and adopts a zero-tolerance policy against all forms of bribery and corruption to achieve a higher level of professionalism in reaching corporate governance and social responsibility.
- 1.3. The Anti-Bribery & Anti-Corruption Policy (ABAC Policy) will serve as the core of the company's compliance guidelines. It is put in place to prevent, detect and correct acts of fraud, bribery, corruption and other act defined in this policy.
- 1.4. The policy requires compliance with all applicable laws and regulations on bribery and corruption, i.e., subsection (5) of section 17A of the Malaysian Anti-Corruption Commission Act 2009 (Act 694) ("MACC Act 2009"), as stated in the Malaysian Anti-Corruption Commission (Amendment) Act 2018 ("MACC Amendment Act 2018").

### **2.0. Responsibilities**

- 2.1. Board of Directors
  - a. Responsible for policy approval, including any amendments to the policy, and overseeing the efficacy of this policy's implementation.
  - b. Enforcement of this policy and set the tone from the top.
- 2.2. Heads of Department
  - a. Set a precedent for ABAC compliance and eventually monitor bribery and corruption concerns.
  - b. Responsible for the assurance of compliance with the policy and relevant anti-corruption legislation by business associates, third parties, and/or external parties.
- 2.3. Head of Human Resource Department
  - a. Responsible for the design, implementation, monitoring, and management of ABAC framework and activities.
- 2.4. Middle management / Supervisory role
  - a. Responsible for informing all workers about the ABAC policy and its obligations.
  - b. Responsible for ensuring the company's Code of Conduct, ABAC Policy and requirements are communicated to business associates, third parties, and/or external parties.

### **3.0. Anti-Bribery & Anti-Corruption**

- 3.1. The Company adopts zero tolerance and strictly prohibits all forms of corruption, including bribery, all forms of corruption including passive corruption, embezzlement, theft, fraud, extortion, favouritism and nepotism, money laundering, creating and exploiting conflicting interests and improper political contributions.
- 3.2. Bribery can be also associated in the form of promises, offers or providing "anything of value" (cash, material, property or in similar values proposition) whether directly or indirectly, with the intention to induce or reward a person to act or tolerant from acting in respect of any matter or transaction (actual or proposed or likely to take place) or performance of that person's duty.
- 3.3. Employees should not participate in activities mentioned above including offering, giving or receiving any item of value in an attempt to unlawfully influence the decisions or actions of a person in a position of trust within an

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organisation, either to benefit the company or the persons involved in the transaction, whether directly or indirectly.

- 3.4. It is prohibited to provide any contracts, employment positions (hiring or promotions) or business opportunities to third parties (directly or indirectly) without going through the appropriate channel within the company.
- 3.5. The Company will not penalise an employee in any form or other adverse consequences for refusing to participate in any activities that are against this policy even if such refusal may result in the company losing business or experiencing a delay in business operations.

#### **4.0. Conflict of Interest**

- 4.1. A conflict of interest in the company varies in many situations under different contexts.
- 4.2. In an overall perspective, conflict of interest occurs when an Individuals' personal interests, family, relationships, political, or social issues may impair their judgement, decisions, or actions at work.
- 4.3. The use of position, company's property or the offering of company's contracts is strictly prohibited from being associated with a personal gain or interest of the employee.
- 4.4. To avoid a conflict-of-interest situation from occurring, all employees are required to take decisions in the best interest of the company and not allow personal interests to influence business choices made on behalf of the company.
- 4.5. Employees that encounter a conflict-of-interest situation while performing their duty, are required to officially report or declare it to their Head of Department to avoid any misunderstanding and seek proper resolution.

#### **5.0. Gifts, Entertainment and Hospitality**

- 5.1. Although the act of receiving gifts, favours and other sorts of hospitality is understandable and is an act commonly accepted as a gesture of good nature and in building a good relationship, it is strictly prohibited to give or receive any gift (in cash, in kinds or in any forms or material) to and from anyone.
- 5.2. The civility exchanged between stakeholders covered in this policy are:
  - a. Gifts including any type of gifts, whether material or monetary including personal gifts.
  - b. Entertainment such as invitations to social, cultural or sporting events.
  - c. Hospitality such as meals, drinks, as well as lodging and travel expenses.
- 5.3. As such its highly important to adhere to the below clauses;
  - a. Employee are not permitted to accept or offer, or approve anybody to accept or offer gifts, entertainment, or hospitality to influence their business decision.
  - b. Employee are not permitted to accept or offer any gifts, entertainment, or hospitality to improperly influence a government/public official.
  - c. In situations that compel the employee to accept any gifts, entertainment and hospitality, the employee must declare it to the Human Resource Department for official record keeping. The records will be necessary during compliance and risk assessment audits.

## **6.0. Charitable Donation & Sponsorship**

- 6.1. Donations for charitable causes and sponsorship are widely supported as part of the company's Corporate Social Responsibilities (CSR) direction.
- 6.2. It is highly important for an employee which may be handling this particular portfolio in the company to vet through the organization or event in which the fund will be provided to a cause that properly benefits them and the programme to be legitimate.
- 6.3. Any sort of donation and sponsorship must be provided through the right channel and approved by the Human Resource Director or the Managing Director with no personal, political, unethical intention or favouritism associated. All such donations and sponsorship must be able to be disclosed publicly throughout the whole company.

## **7.0. Facilitation Payment**

- 7.1. Company strictly prohibits facilitation payment done by both external third parties to the company or by the company personnel towards external third-party stakeholders in order to further expedite or secure any business transactions.
- 7.2. If any circumstances require any facilitation payment, the employee is required to immediately report it to their respective department head or the human resource director.
- 7.3. Under due circumstances such as an imminent threat such as loss of life, or liberty, a facilitation payment may be permitted. When such payment is made, you must disclose it immediately to the company.

## **8.0. Violations**

- 8.1. Should any violations of this policy take place, the Company shall take steps to prevent a repetition of any violations. This may include;
  - 2.1.1. Institute strong disciplinary actions and/or legal actions.
  - 2.1.2. Build additional mechanisms to prevent future occurrences.
  - 2.1.3. Ensure all employees affected (including those who may unknowingly be involved) are put through rigorous training on the conditions of this policy.
  - 2.1.4. Notify the relevant regulatory authorities of any identified acts or incidents that have been proven beyond a reasonable doubt.
  - 2.1.5. Provide full cooperation to relevant authorities.

## **9.0. Point of Contact**

- 9.1. Violations of this policy, whether actual or potential, shall be reported directly to Company or via the compliance channel or in writing to the internal compliance team.
- 9.2. All information provided will be treated anonymously. Employees and third parties such as suppliers, their employees or customers, are free to report any violations at any time.



## **10.0. Making a report**

- 10.1. The Company presumes that whistle-blowers will act in good faith and will not make false accusations when reporting violations of this policy by the Company's employees or other parties.
- 10.2. Any person may report allegations of suspected serious misconduct or any breach or suspected breach of law or regulation that may adversely impact the Company, the Company's customers, shareholders, employees, investors or the public at large.
- 10.3. Whistle-blowers are encouraged to lodge the report timely and also to ensure there is a timely response from the company on the same.
- 10.4. Acts of misconduct may be disclosed in writing or in person telephonically. However, all reports are encouraged to be made in writing, so as to assure a clear understanding of the issues raised.
- 10.5. Although the whistle-blower is not expected to prove the truth of an allegation, he/she needs to demonstrate to the person contacted that there are sufficient grounds for concern. Adequate information will assist greatly in the investigation.
- 10.6. Individuals are recommended to self-identify, though it is not a requirement.
- 10.7. Reports can be raised to:
  - a. In person or via any written communication to any Company Officials such Head of Human Resources Department and Head of Internal Audit Department.
  - b. In writing to the Company addressed to the Managing Director.
  - c. Via email to [abc@abc.com.my](mailto:abc@abc.com.my)
  - d. Company hotline channel at 000-000000.
  - e. Or other means comfortable to the whistle-blower but directed to the persons mentioned above.

## **11.0. Investigation Management**

- 11.1. Any report received by the director, the Company officials, or employee should be forwarded immediately to the Internal audit team.
- 11.2. Should a report involve or implicates the senior leadership team, he/she shall promptly recuse himself/herself from the investigation and inform the Internal Audit Department in writing. The Audit Department may thereafter promptly appoint impartial attorneys to investigate the report. Those attorneys will conduct an investigation of the report and report their conclusion to the Audit Committee consistent with the Whistleblowing Policy.
- 11.3. The investigation team shall carry out the investigation in a very transparent way while maintaining confidentiality so as not to endanger the whistle-blower.
- 11.4. The Company may or may not respond to the whistle-blower and shall be done on case-to-case basis subject to the nature of the complaint raised.

## **12.0. Protection of Whistle-blower**

- 12.1. Consistent with the policies of the Company, the Company will not retaliate or attempt to retaliate, and will not tolerate any retaliation or attempted retaliation by any other person or group, directly or indirectly, against anyone who, in good faith, makes a report or provided assistance to Company's Management or any other persons or group, including any governmental, regulatory or law enforcement body, investigating or otherwise helping to resolve a report.

## **18.0. Grievance Reporting & Management**

### **1.0. Pre-steps to grievance reporting**

- 1.1. A grievance is a concern, problem, or complaint that an employee has about their work, the workplace, or someone they work with—this includes management. Something has made them feel dissatisfied, and they believe it is unfair and/or unjust to them.
- 1.2. Most grievances can be resolved quickly and informally through discussion with the employee's colleagues or immediate superior. However, if an employee feels unable to speak to their superior, for example, because their complaint concerns him or her, they can speak informally to a more senior person or to the Human Resources Department. Where the matter is not resolved informally or if the matter is of a very serious nature, the employee could raise the grievance through the grievance reporting channel.

### **2.0. Grievance can arise from issues below but is not limited to;**

- 2.1. Victimization at the workplace
- 2.2. Bullying and workplace harassment
- 2.3. Health and safety at the workplace
- 2.4. Poor supervision and/or management behaviour
- 2.5. Unjust or adverse changes made to the employment agreement
- 2.6. Violation of policies/guidelines.
- 2.7. Disputes between co-workers, suppliers, superior or management
- 2.8. Employee development or training
- 2.9. Leave allocation/approval
- 2.10. Performance Appraisal
- 2.11. Pay and benefits
- 2.12. Work conditions and other work-related issues
- 2.13. Problems faced due to facilities provided
- 2.14. Other employment-related issue

### **3.0. Company's approach in managing grievances**

- 3.1. The company recognises that employees may not perform to the best of their ability if they feel they are being treated unfairly or are feeling aggrieved.
- 3.2. Accordingly, the company will endeavour to provide a fair working environment, by aiming to ensure that employees have access to processes for the resolution of genuine personal grievances related to the workplace.
- 3.3. As such, the company will use its reasonable endeavour to:
  - 3.3.1. Encourage employees to come forward with personal grievances.
  - 3.3.2. Deal with the personal grievances in a supportive way, without victimization or intimidation of any person connected with the grievance.
  - 3.3.3. Encourage fairness, impartiality and the resolution of personal grievances as reasonably, promptly and as close as possible to the source of grievance.
  - 3.3.4. Maintain confidentiality and ensure the morale and psychological state of the employee are managed.

### **4.0. Filing a grievance**

- 4.1. When filing a grievance, employees have the option of reporting their complaints using the company's official grievance channel or contacting their direct supervisor or the Human Resources department. In both cases, employees will be required to complete and file a Grievance Complaint Form or raise the complaint via the established channel.

- 4.2. The Complainant is advised to provide adequate information to assist in resolving the grievance. The information below will be helpful:
  - 4.2.1. The nature of the grievance.
  - 4.2.2. Details of any relevant facts, individuals involved or evidence (including copies of any relevant documents).
  - 4.2.3. Any action taken by the employee to resolve the matter so far.
  - 4.2.4. How the employee thinks it can be resolved.
- 4.3. Once the complaint has been submitted to the Human Resources department, employees have the right to attend meetings with a witness or workers' representative, appeal decisions, and depending on the severity of the complaint, refuse to attend work until the grievance is resolved.
- 4.4. When a grievance is filed against another employee, the accused also reserves the right to:
  - 4.4.1. View and request a copy of the official grievance complaint.
  - 4.4.2. Formally respond to the complaint after consulting Human Resources Department.
  - 4.4.3. Attend all formal meetings.
  - 4.4.4. Appeal the final decision if the employee is not satisfied with the outcome of the investigations and/or action taken by the Company.

## **5.0. Responsibilities of parties involved**

- 5.1. Employee
  - 5.1.1. Attempt to resolve their issues through their superior or through internal processes at the earliest opportunity.
  - 5.1.2. Provide adequate information to enable the grievance to be investigated and managed.
  - 5.1.3. Co-operate fully and promptly in any investigation.
  - 5.1.4. Seek help or support if required from immediate superior or Human Resources Department.
- 5.2. Immediate superior
  - 5.2.1. Identify, prevent and address potential problems before they become formal grievances.
  - 5.2.2. Be aware of and committed to the principles of communicating and information sharing with their employees.
  - 5.2.3. Handle the grievances in the most appropriate manner at the earliest opportunity.
  - 5.2.4. Treat all employees fairly and without any fear of intimidation.
- 5.3. Human Resources Department
  - 5.3.1. Accept and thoroughly investigate all grievances raised.
  - 5.3.2. Ensure that the grievance is resolved within a reasonable timeframe depending on the severity of each case.
  - 5.3.3. Treat both the complainant and the accused fairly throughout the grievance process.
  - 5.3.4. Adhere to the no-retaliation policy when employees file a complaint against management.
  - 5.3.5. Organize mediation meetings with the appropriate parties.
  - 5.3.6. Practice a high level of confidentiality throughout the grievance process.
  - 5.3.7. Accept and investigate all appeals.
  - 5.3.8. Ensure that the final decision is implemented.
  - 5.3.9. Maintain accurate and comprehensive records of each grievance.

## **6.0. Grievance management process**

- 6.1. The general grievance management process is as follows.
  - 6.1.1. Talk with the employee to ensure the matter is understood completely.
  - 6.1.2. Provide the employee who faces allegations with a copy of the grievance.
  - 6.1.3. Organize mediation procedures (e.g. arranging a formal meeting).
  - 6.1.4. Investigate the matter or ask the help of an investigator when needed.
  - 6.1.5. Keep affected employees informed throughout the process.
  - 6.1.6. Communicate the formal decision to all employees involved.
  - 6.1.7. Take actions to ensure the formal decision is adhered to.
  - 6.1.8. Deal with appeals by gathering more information and investigating further.
- 6.2. This procedure may vary according to the nature of a grievance. For example, if an employee is found guilty of racial discrimination, the company will begin disciplinary procedures.

## **7.0. Outcome of the grievance management process**

- 7.1. The outcome will depend upon the nature of the grievance and the procedure followed to address the grievance.
- 7.2. Where an investigation results in the finding that the accused is unequivocally proven to have committed the grievance, he/she is being accused of, he/she shall be subject to disciplinary actions to ensure that the matter is resolved justly and according to company's guidelines.
- 7.3. The type and severity of disciplinary action will depend upon the nature of grievance and other relevant factors.
- 7.4. The company may also take a range of other non-disciplinary outcomes to resolve a grievance.
  - 7.4.1. Training to assist in addressing the problems underpinning the grievance;
  - 7.4.2. Monitoring to ensure that there are no further problems;
  - 7.4.3. Requiring an apology or an undertaking that certain behaviour stops;
  - 7.4.4. Change of work arrangements.

## **8.0. Appeals**

- 8.1. If any party (or parties) to the grievance is not satisfied with the outcome, they may appeal.
- 8.2. They should write to the Human Resource Department within five (5) working days of notification of the outcome, setting out the full reasons for their appeal.
- 8.3. Where possible, a different person who has not previously been involved in the case will be appointed and will hear the appeal impartially.
- 8.4. Whoever hears the appeal will decide if any further meetings or investigations are required.
- 8.5. Appeal hearings should be held promptly and employees have the right to be accompanied by a representative (if applicable) to any meeting.
- 8.6. Once the appeal has been considered, the manager hearing the appeal will confirm their final decision and this will be confirmed to the employee in writing.
- 8.7. If any party (or parties) intend to further appeal, they may write to the Managing Director. There shall be no further right of appeal from the decision made by the Managing Director.

**9.0. Grievance documentation**

- 9.1. Adequate and accurate recordings and documentation is required in every phase of the grievance process not just as a matter of record or for future reference but to be kept appraised and up to date on the progress of the process.
- 9.2. In case of severe misconduct, a record of disciplinary action which has been taken by the management will be placed on the personnel file of the employee who is disciplined.
- 9.3. In case any similar grievance may crop up in the future, the management will have the previous record of that employee.

**10.0. Confidentiality**

- 10.1. The company, Human Resource Department, immediate superior, management and any parties involved in the grievance process must keep all information confidential and not disclose it to others or discuss the grievance with anyone.
- 10.2. The complainant and those that stand accused of a grievance are prohibited from discussing the matter with anyone including other employees.
- 10.3. Discussing the grievance before and after it has been resolved is prohibited.

**11.0. Policy Violations.**

- 11.1. Anyone found to have violated this policy will be subject to disciplinary actions, up to and including dismissal.
- 11.2. The severity of each case will determine the type of disciplinary action, which may include a verbal or written warning, suspension, and/or termination.

## **19.0. Health, Safety & Environment (HSE)**

- 1.0. The Company adopt stringent policies to ensure the wellbeing of all employees and care for the environment.
  - 1.1. Safety in the Company is the responsibility of both the Company and employees. Employees can do their part in the following ways.
    - 1.1.1. OBSERVE strictly all safety rules and regulations.
    - 1.1.2. ALWAYS USE safety equipment and apparatus at all times.
    - 1.1.3. REPORT any unsafe conditions and hazards including fire, chemical, physical, biological, ergonomic and others immediately to the Company.
    - 1.1.4. REPORT any injuries regardless of degree in the Company premises immediately to the department manager or supervisor, the Company's Safety & Health Officer, or the Human Resource Department.
  - 1.2. A Safety & Health committee consisting of representatives from the management as well as employees from various sections or departments will meet on a regular basis to discuss issues on safety and health.
  - 1.3. For the safety of the Company and its employees, smoking is restricted to designated smoking area only.
  - 1.4. In the event of fire outbreak, inform the department manager or supervisor and immediately evacuate the area in a calm and orderly manner in accordance with the Company's Fire Evacuation Procedure.
  - 1.5. In the case of power failure, employees must maintain at their respective workplace until receive further instructions from the department's manager or supervisor.
  - 1.6. All employees must strictly follow and observe safety and health guidelines communicated by respective worker representative and Company.
  - 1.7. The Company shall not compromise if any employees deviate from the safety and health guidelines as communicated.
  - 1.8. Employees who are unwell must immediately seek treatment at the in-house clinic or notify their superior, hostel warden or workers representatives for help to be rendered.
  - 1.9. Isolation and quarantine from others shall apply upon the advice from our panel doctor or an in-house doctor in situation such as a pandemic outbreak or in any health-related situations.
  - 1.10. Employees must practice social distancing and act in good faith to avoid the spread of the illness to other employees either in workplace or hostel during any pandemic outbreaks or in any health-related situations.

## **20.0. Security**

- 1.0. All employees are required to give their full cooperation to the Company's security team and guards.
- 2.0. Employees shall not be permitted entry into or shall be ordered to leave the Company's premises if he/she commits the following acts or falls into the following category:
  - 2.1. Carrying firearms or any dangerous weapons or substance.
  - 2.2. Company uniform and/or personal attire being in an unhygienic state which may affect the health and work of other employees.
  - 2.3. Suspended from work.
  - 2.4. Acting in an irresponsible manner which is detrimental to the reputation or maybe harmful to the Company or prejudicial to the order of good discipline and conduct.
- 3.0. Any Company goods or property taken out of the premises must be accompanied by authorized valid documents e.g., delivery order (i.e., Transfer Form, Disposal Form, Sample Requisition Form) and must be declared to the security guards on duty.
- 4.0. Employees are strictly prohibited from engaging in any other activities, employment, business, or any dealing that may or will conflict with his/her employment or the interest of the Company.



## **21.0. Medical Treatment**

- 1.0. The Company provides medical treatment for employees through the company's in-house clinic and all cost are borne by the company.
- 2.0. The Company does not cover any costs of dental treatment of employees.
- 3.0. Medical treatment at In-house Clinic
  - 3.1. The operating hours of the in-house clinic is 24 hours.
  - 3.2. Employees will be provided first treatment at the in-house or panel clinic unless the circumstances do not allow, such as:
    - 3.2.1. Emergency case
    - 3.2.2. In-house clinic is closed
    - 3.2.3. Travelling distance to in-house clinic is too far
    - 3.2.4. The nature of illness/medical issues require specialist attention
- 4.0. Non-panel clinic
  - 4.1. Should an employee be unable to seek treatment at the in-house clinic or panel clinic due to their present location or while on vacation or travel, the employee may seek treatment at the nearest clinic to their current location.
  - 4.2. Employee shall pay first and subsequently claim for reimbursement upon returning to work. Reimbursement of medical fees for visits to non-panel clinic will be at the discretion of the Company and based on the following circumstances:
    - 4.2.1. Emergency cases.
    - 4.2.2. Availability of Company's panel doctors e.g., on Sundays or public holidays or if the Company's nearest panel clinics are closed.
    - 4.2.3. Employees was away at a different location during the emergency.



## **22.0. Freedom of Association**

- 1.0. The Company acknowledges and respects the right of all employees in regard to their participation in the formation, membership & lawful activities of a trade union such as the right to bargain collectively as accorded by the Industrial Relations Act 1967 and the Trade Unions Act 1959 with no fear of any negative repercussions.
- 2.0. The Company supports the International Labour Organization's (ILO) Declaration on Fundamental Rights and Principles at Work, including the ILO declaration on the freedom of association and the right to collective bargaining.
- 3.0. Employees are free to form and join organizations of their own choosing so long as it is not against any prevailing laws of the country. The Company fully respects and supports workers' democratic rights to participate or not participate in trade unions without fear of intimidation, pressure or reprisal.
- 4.0. The Company support and promotes employees to form a Workers' Representative and engage in collective bargaining.
- 5.0. All workers, without distinction, have the right to join or form trade unions of their own choosing without prior authorization, and to bargain collectively.
- 6.0. The company does not discriminate against individuals based on union or committee membership. Workers that are part of unions or workers' committees are treated equally. Any worker who feels discriminated against is encouraged to raise their grievance via the company's established grievance channels.

## **23.0. Prolonged Illness Leave (PIL)**

### **1.0. Definitions & Conditions**

- 1.1. Prolonged illness is defined as suffering from an ailment/sickness, injury, or disablement that under normal circumstances would take a longer time to be cured, healed, and recuperate to a status whereby the employee is able to commence normal work.
- 1.2. An employee may qualify for prolonged illness leave if he/she is;
  - 1.2.1. Ill, sick, incapacitated or disabled; or
  - 1.2.2. Require continuous medical attention and medication, or
  - 1.2.3. In the expert opinion of a registered medical practitioner is unable to perform normal work.
- 1.3. An employee who has been diagnosed with a prolonged illness shall immediately notify the company of his/her medical status and submit his/her medical report to the company's appointed medical practitioner who will then advise the company.
- 1.4. Employees who intend to apply for prolonged illness must agree to undergo a full medical assessment/review by the company's appointed medical practitioner who will advise the company on the employee's medical conditions.
- 1.5. PIL approval may be given by the company at its sole discretion.
- 1.6. Employees must have served the company for at least two (2) years before they can qualify for PIL.
- 1.7. PIL is only granted to employees that have exhausted their sick leave, hospitalisation leave and annual leave.

### **2.0. Leave Duration**

- 2.1. An employee who is diagnosed with prolonged illness during his tenure of employment shall be entitled to the following provisions for the subsequent six (6) months period:

Phase	Period	Entitlement
Phase 1	First 90 days	Full pay leave
Phase 2	Next 90 days	Half pay leave
Phase 3	Next 90 days	Unpaid leave

- 2.2. Medical Leave/Hospitalisation Leave Certificate is not required during the PIL period.

### **3.0. Conditions for Approval**

- 3.1. Employee must undergo a periodic medical assessment/evaluation by the company's appointed medical practitioner. The frequency of the assessment/evaluation shall be determined by the company.
- 3.2. Employee must provide all medical records/results/documentations to the company's appointed medical practitioner when requested.
- 3.3. Should the employee fail to attend the medical assessment/evaluation required or fail to furnish medical records/results/documentation, the company may withdraw the PIL and the employee shall be put on unpaid leave.
- 3.4. Employees who recover and is certified fit to resume work, shall have their PIL leave cancelled and must resume work as instructed by the company.
- 3.5. In case where the company's doctor certifies the employee fit for light duties or modified duties, and such roles exists, the employee's PIL leave shall be cancelled and must resume work as instructed by the company.

### **4.0. Post PIL Period**

- 4.1. At the end of phase three (3), if the employee is still certified unfit to work by company's appointed medical practitioner, the company may terminate the employment on medical grounds.

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