






SINERGI PERDANA SDN BHD & GROUP

EMPLOYEE SCHEME OF SERVICE HANDBOOK



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1. INTRODUCTION

1.1 Overview

The Employee Handbook (the "Handbook") has been developed to provide general guidelines about Sinergi Perdana Sdn Bhd & Group (Sinergi Perdana) policies and procedures and benefits for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including Sinergi Perdana Sdn Bhd & Group policy of voluntary at-will employment. None of the policies or guidelines in the Handbook is intended to give rise to contractual rights or obligations, or to be construed as a guarantee of employment for any specific period, or any specific type of work. Additionally, except for the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by Sinergi Perdana Sdn Bhd & Group at any time, without advance notice.

The personnel policies of Sinergi Perdana Sdn Bhd & Group are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Group Chief Executive Officer "(GCEO)". The GCEO may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult the Human Resource & Admin Department "(HRAD)" for additional information regarding the policies, procedures, and privileges described in this Handbook.

Questions about personnel matters also may be reviewed with the HRAD. Sinergi Perdana Sdn Bhd will provide everyone a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all Sinergi Perdana Sdn Bhd & Group employees.

Further, Sinergi Perdana Sdn Bhd & Group expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of Sinergi Perdana Sdn Bhd & Group. The terms and conditions set forth follow the Employment Act 1955 and any other relevant Acts inclusive of amendments made.

1.2 Definition

The following definitions shall apply unless otherwise expressly stated in this Policy.

Board	Board of Directors
Holding	Sinergi Perdana Sdn Bhd
SPSB Group or the Company	Sinergi Perdana Sdn Bhd, Sinergi Perdana Marketing Sdn Bhd & Sinergi Perdana Manufacturing Sdn Bhd
Subsidiaries	Company under SPSB with share more than 80% <ol style="list-style-type: none"> 1. Sinergi Perdana Marketing Sdn Bhd (SP Marketing) 2. Sinergi Perdana Manufacturing Sdn Bhd (SP Manufacturing)
Group CEO	Chief Executive Officer for holding and subsidiaries
Children	An employee's natural, step or legally adopted children who are dependents and are below the age of eighteen (18) years old. For a full-time student, the dependents who are below the age of twenty-four (24) years old.
Spouse	An employee's legal wife (s) or husband registered with the Company.
Relatives	Employee's parents, brothers, sisters, grandparents, and parent-in-laws.
Employee (s)	Person (s) who are employed by the Company which is Permanent, Contract and Secondment status.
Contract Employee	Person(s) who are full-time employed for a specific period including Freelance, Part time, Internship & Protégé.
Dependents	An employee's spouse and children as defined above.
Executive	Employee in Level 1 to Level 7
Family	An employee's spouse and children as defined above.
Non-Executive	Employee in Level 8 to Level 10
Note	All reference to the masculine shall include the feminine gender unless otherwise stated.
Management SPSB	Management SPSB means for Department: <ol style="list-style-type: none"> i. GCEO Office ii. Legal & Corporate iii. Finance iv. Human Resource & Admin v. Marketing & Business Development vi. Operation
Manufacturing Department	All unit under Manufacturing Department <ol style="list-style-type: none"> i. General Manager Office ii. Safety & Health iii. Engineering & Production
Management SP Marketing	All department under SP Marketing

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Outstation	Locations or destinations (outside the office area) which are outside of Selangor, Kuala Lumpur & Putrajaya.
Overtime	Work performed more than the normal hours (8 hours) of work for.
Policy	Human Resource Policy
Employment Act 1955	Fundamental employment legislation in Malaysia that cover manual employee with salary less than RM2000.00
Calendar year	Starting 1 st January until 31 December each year. If 1 st January is a public holiday, the working day will be calculated starting on 2 nd January.

1.3 Company's Vision and Mission**VISION**

To be recognize as a leading agricultural related business partner

MISSION

- Venturing into agriculture-related business that would provide synergistic value to shareholders and ultimately improve business efficiency and productivity

2. EMPLOYMENT POLICY

2.1 Permanent Employee.

Employee serve with the company and have been confirmed after probation period. Permanent Employee is entitled to receive all benefit mention in this Employee Handbook subject to the policies and regulation.

2.2 Employee with probation status

Permanent employee that required to go through probation period based on stipulate period upon receive the confirmation. Employee during the probation is not entitled to receive all benefit mention in this Employee Handbook.

2.3 Contract Employee

Person(s) who are full-time employed for a specific period including Freelance, Part time, Internship & Protégé. Contract Employee is not entitled to receive all benefit mention in this Employee Handbook unless it is mention clearly in the Employee Handbook or Letter Offer.

2.4 Re-Entry of employee

Employee who has resigned can return to work (based on recruitment policies) with the company after 2 (two) year of resignation.

2.5 Appointment / Position level

All appointments within the Company shall be in accordance to the career level as follows: -

Designation	Grade
Management	
Group Chief Executive Officer	GCEO
Group Chief Financial Officer	Level 1A
General Manager	Level 1B
Senior Manager	Level 2
Manager	Level 3
Deputy / Assistant Manager	Level 4

Executive

Senior Executive / Supervisor	Level 5
Executive / Assistant Supervisor	Level 6
Secretary / Junior Executive / Senior Operator	Level 7

Non-Executive

Clerk / Admin Assistant/ Operator	Level 8
Non - Clerical / Office Assistant/ Driver	Level 9
General Worker	Level 10

2.6 Probation and Confirmation

A newly recruited employee shall be required to undergo a probation period as stated below: -

During probation period, Management / Executive / Non - Executive employee shall undergo for 6 months and need to undergo performance employee test (KPI). The passing scores is **80% and above.**

The Company may extend the probation for an additional period of up to 6 months or terminate the service if performance is not satisfactory.

2.7 Resignation / Termination of Service

Permanent Employee is still in **probation period** may leave the Company or his / her service may be terminated by the Company, by either party giving the other 1 month notice for Management Level and 7 days' notice for other level or pay in lieu of notice. **Upon confirmation**, employee may give 3 months' notice for Management Level, 2 months' notice for executive level and 1-month notice for non-executive or pay in lieu of notice.

Employee in the **contract basis** may leave the Company or his / her service terminate by company, by either party giving 1 month notice for Management Level and 7 days' notice for others level or pay in lieu of notice or as mention in the letter offer.

On termination of service, employee shall surrender all documents, records, files, keys, vehicles (if any) and other assets and vacate any premises belonging to or rented by the Company and to settle all outstanding liabilities and other obligation to the Company on the last day of employment.

2.8 Working Days and Hours

2.8.1 For Management SPSB and SP Marketing (Except Operation Department)

The working hours of the Company shall be: -

Monday to Friday	: 0800 am to 1700 pm
Lunch Break	: 1300 pm to 1400 pm
Lunch Break for Friday	: 1230 pm to 1430 pm

OR

Monday to Friday	: 0830 am to 1730 pm
Lunch Break	: 1300 pm to 1400 pm
Lunch Break for Friday	: 1230 pm to 1430 pm

OR FLEXIBLE HOURS

Monday to Friday : Start at 0800 am to 09 am and finish at 1700 pm to 1800 pm
(with compulsory 8 working hours per day)

2.8.2 For SPSB Manufacturing and Operation Department only

The working hours of the Company shall be: -

Normal hour

Monday to Friday	: 0900 am to 1700 pm
Lunch Break	: 1300 pm to 1400 pm
Lunch Break for Friday	: 1300 pm to 1430 pm
Saturday	: 0900 am to 1300 pm

Shift Hour

Monday to Sunday (with one (1) day off)

Shift 1	: 0800am to 1600pm
Shift 2	: 1600pm to 2400am
Shift 3	: 2400am to 0800am
Shift 4	: 0800am to 2000pm
	: 0800pm to 2000am

Flexi break hour to be determined by Supervisor

2.8.3 Depending on the operational needs, employee may be required to work outside their normal working hours including on rest days and public holidays.

2.8.4 All employees shall clock in and out daily and employee shall not swipe for other employee.

2.9 Rest Days and Public Holidays

Permanent and Contract Employee are detail below, who works on his/her rest day or public holiday shall be paid: -

No.	Department / Subsidiaries	Grade Level
1	Management SPSB and SP Marketing (Except Operation Department)	Level 8 – Level 10
2	Manufacturing and Operation department only	Level 5 – Level 10

Other grade level which are not mentioned as above are not eligible for such payment but may be given day off (depend on hour of working with at least minimum two hours for Management and half an hour for Manufacturing) in lieu of the convenience of the management.

The calculation as below:

a. Working on Rest Day

- i. Less than 4 hours: basic salary / 26 days X 0.5
Exp: $RM2000 / 26 \times 0.5 = RM 38.46$
- ii. More than 4 hours: basic salary / 26 days
Exp: $RM2000 / 26 = RM 76.92$

b. Working on Public Holiday

- i. Less than 4 hours: basic salary / 26 days
Exp: $RM2000 / 26 \times 0.5 \times 2 = RM 76.92$
- ii. More than 4 hours: basic salary / 26 days X 2
Exp: $RM2000 / 26 \times 2 = RM 153.84$

Company shall observe all Federal and State Gazette Public Holidays.

2.10 Transfer

All employees are subject for transfer within the group, branch or any other company related to SPSB with the discretion of company.

2.11 Transfer Expenses

Employee shall entitle for cases of transfer (outside of Selangor, Putrajaya, and Kuala Lumpur) on Company's request only: -

- i) Entitled for RM1,000 for family and RM 500 for single.
- ii) Removable expenses actual – claim basis.
- iii) Hotel accommodation including meals for the family up to a maximum of 7 days (Refer to Hotel accommodation and subsistence allowance eligibility).
- iv) Any other reasonable cost associated with the transfer.

2.12 Increment

Only permanent / confirmed employee is eligible for increment. For contract staff, the increment is based on contract offer / renewal and approval of GCEO and Board.

Increment is based upon discretion of the Board of Director depending on the profitability of company and Individual Key Performance Indicator (KPI).

Evaluation by the management for purpose of the increment for all confirmed employee shall be affected by fiscal year from 1st January each year.

For all level, the annual increment shall be approved by the Board of Director.

No increment to employees who have quit their jobs, retired or who had sent a notice to resign.

If the employee is subject to disciplinary action, and his or her case is still pending, his or her annual increment shall be postponed until the case is completed. No increment shall be paid if he or she is found guilty.

2.13 Promotion

Only permanent / confirmed employee is eligible for promotion. For contract employee, the promotion is based on contract offer / renewal and approval of GCEO and Board.

The following criteria must be met for any promotion to be considered: -

2.13.1 Year of Service

All employee is eligible for promotion after 3 years of service.

2.13.2 Performance

Key Performance Indicator (KPI) mark must be **85%** and above.

2.13.3 Availability of Post

Any promotion exercise is subject to availability of the post approved in the company budget.

2.13.4 Expansion of Job Scope

Promotion depends upon the availability of an approved vacant position which carries a higher grade or expansion of job scope to include bigger responsibilities and accountabilities as part of job redesign.

2.13.5 Eligibility of Candidate

Eligibility of the candidate depends primarily on the meritocracy i.e. consistent high-performance track record.

2.13.6 Suitability

Suitability of the candidate will depend on his years in the career level and position – minimum 3 years of services, attitude, relevant experience, skill, know-how, and breadth of exposure, estimated potential, and competencies required of the new position and certain other qualities.

2.13.7 Other Considerations

Any promotion must firstly be based on suitable recommendation which must be accepted by the appropriate authority. Other factors relating to the person and position may be considered.

2.13.8 Approval for promotion

Promotion for Management level (Level 1A to Level 4) shall be approved by the Board of Director and for others level (Level 5 to Level 10) shall be approved by GCEO.

2.14 Declaration of Assets

2.14.1 The members of SPSB and Group means employee at grade GCEO to L6 (permanent and contract) will be required to declare their assets in the following circumstances:

- i. Upon entering employment with the Company.
- ii. Promotion to the positions of senior members of SPSB.
- iii. Further required by the Company to declare assets.
- iv. Subsequent annual declaration if had additional and disposal of asset.

2.15 Retirement Age

The normal retirement age for all employees is 60 years old. Retirement age is subject to change depend on government policies.

3. SALARY ADMINISTRATION

3.1 Salary

The entry level salaries within the range is determined after taking into consideration the education, related qualification, years of experience and the market price in accordance to the scale established by the Company.

Scale of salary is fixed to the appointment grade. Description of position would not affect salary scale unless grades are changed.

3.2 Overtime

3.2.1 Entitle for Permanent and Contract Employee.

3.2.2 Overtime will be calculated if staff working exceed their normal hour (calculate after 8 hours normal working time).

3.2.3 Eligible for staff based on table below:

No.	Department / Subsidiaries	Grade Level
1	Management SPSB and SP Marketing (Except Operation Department)	Level 8 – Level 10
2	SPSB Manufacturing and Operation department only	Level 5 – Level 10

3.2.4 Entitle for overtime claims with consent approval of the head or department in advance. However, employee upon being requested to work overtime shall not unreasonably refuse to work the overtime.

3.2.5 Employee shall not perform overtime work exceeding 104 hours a month as stipulated under the Employment Regulations 1980 (Limitation on Overtime Work).

3.2.6 Other grade levels which are not mentioned at table 3.2.2 are not eligible for such payment but may be given day off (depend on hour of working with at least minimum two hours for Management and half an hour for Manufacturing) in lieu of the convenience of the management.

3.2.2 The rate of overtime shall be as follows: -

- a) Normal Hours – Rate 1.5
- b) Sunday / Rest Days – Rate 2.0
- c) Public Holiday - Rate 3.0

3.2.7 Calculation: -

No.	Department / Subsidiaries	Grade Level	Calculation
1	Management SPSB and SP Marketing (Except Operation)	Level 8 – Level 10	i. $\frac{\text{Basic} \times 12 \times \text{OT Rate} \times \text{OT Hours claimed}^*}{\text{No. of official working hours} \times \text{No. of weeks in a year}}$ (45 hours) x (52 weeks)

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	Department)		ii. $\frac{\text{Basic} \times 12 \times \text{OT} \times \text{OT Hours claimed}^*}{2340}$ *Basic salary capped RM2000 (Except for driver) *with minimum 2 hours (Except for driver) *After working hour
2	SPSB Manufacturing and Operation department only	Level 5 – Level 10	i. $\frac{\text{Basic} \times 12 \times \text{OT Rate} \times \text{OT Hours claimed}^*}{\text{No. of official working hours} \times \text{No. of weeks in a year}}$ $(45 \text{ hours}) \times (52 \text{ weeks})$ ii. $\frac{\text{Basic} \times 12 \times \text{OT} \times \text{OT Hours claimed}^*}{2340}$ *Basic salary capped RM2000 *with minimum half an hour *After working hour

3.3 Performance Appraisal

3.3.1 Permanent Employee performance appraisal (KPI) is appraised from January to December of the same year. All employees Performance appraisal shall be done in December every year. However, the Company has the right to change the review date depending on the company's performance or business needs. The percentage of KPI is 70% appraisal by Reviewer and 30% is appraisal by individual KPI.

3.3.2 Employee in probation and contract status must be evaluated through the KPI for verification on the confirmation status and renewal of the contract.

3.3.2 Details of Performance Evaluator level are below: -

POSITION LEVEL	REVIEWER
Group Chief Executive Officer (GCEO)	1. Any Director 2. Chairman
L1A – L1B	1. GCEO 2. Any Director
L2 – L3	1. General Manager (GM) or Chief Finance Officer (CFO) 2. GCEO

L4 - L6	1. Head of Department or Manager 2. GM / GCFO / GCEO
L7 – L10	1. Supervisor or Supervisor Assistant 2. Head of Department or Manager

3.3.3 Details of Quantum mark as below: -

Mark (%)	Qualification
90 - 100	Excellent
85 - 89	Very Good
80 - 84	good
70 - 79	Fair
60 - 69	Poor
< 60	Failed

This grading will be used for the implementation of staff confirmation, contract renewal, salary increment, promotion, incentive & bonus.

3.4 Annual Increment

- 3.4.1 Annual increment is eligible for Permanent / Confirmed Employee only. For contract employee, annual increment is based on contract offer / renewal and approval of GCEO and Board.
- 3.4.2 Annual Increment is at the discretion of the Company and Board of Director. It is based on the financial performance of the Company as well as the employees' performance.
- 3.4.3 Annual Performance is conducted by fiscal year. Individual performance is appraised from 1st January to 31 December of the same year. Employee who service with the company starting 1st and 2nd January and complete of one (1) year of service is eligible for annual increment.
- 3.4.4 Performance appraisal shall be done by December and the Increment is effective on January. However, the Company has the right to change the review date depending on the company's performance or business needs.
- 3.4.5 Each Department Head will evaluate his / her subordinates' working performance to determine the quantum of increment payment to him / her. Details of Quantum mark as below: -

Mark (%)	Qualification % (Depend on company financial performance and to be determined by Board of Director)
95 - 100	
90 - 94.99	
85 - 89.99	
80 - 84.99	
75 - 79.99	
70 - 74.99	
65 - 69.99	
60 - 64.99	
55 - 59.99	
< 55	

3.5 Bonus

- 3.5.1 Bonus is eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.
- 3.5.2 Payment of bonus is subject to the discretion of the Board of Directors and Minister. It is depending on the profitability of the Company and the performance of the employee concerned.
- 3.5.3 Permanent staff who have been confirmed is eligible for the bonus. However, confirmed staff who work less than 12 months at the year of bonus evaluating are eligible for a bonus (prorate) and will be calculated based on the number of days worked.
- 3.5.4 Employees who take leave without pay for more than 15 days according to the annual calendar is eligible to receive a bonus for prorated based on prorated basis (period of no pay leave will be excluded) from the number of days worked.
- 3.5.5 If the employee is subject to disciplinary action, and his or her case is still pending, his or her annual bonus shall be postponed until the case is completed. No bonus shall be paid if he or she is found guilty.

3.6 Incentive

- 3.6.1 Incentive is eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.
- 3.6.2 Payment of incentive is subject to the discretion of the Board of Directors and Minister. It is depending on the profitability of the Company and the performance of the employee concerned.
- 3.6.3 Only confirmed employee who is still in the service of the Company is eligible for the incentive. However, confirmed staff who work less than 12 months at the year of incentive evaluating are eligible for a bonus (prorate) and will be calculated based on the number of days worked.
- 3.6.4 Employees who take leave without pay for more than 15 days according to the annual calendar is eligible to receive an incentive for prorated based on the number of days worked.
- 3.6.5 If the employee is subject to disciplinary action, and his or her case is still pending, his or her incentive shall be postponed until the case is completed. No incentive shall be paid if he or she is found guilty.

3.7 Claims

- 3.7.1 All claim refunds (official expenses and related employee benefits) can be made with documents relating to the claim, the confirmation of the head of department / supervisor, if applicable, and approved by the management in accordance with a predetermined limit before being sent to the Department Finance for the payment process.
- 3.7.2 Any claims that are not submitted by the relevant supporting documents or are inconsistent with the policy, claims will be returned to the employee.
- 3.7.3 All supporting documents (such as bills, invoices, receipts, etc.) shall be attached to the claim form. The supporting document must be dated in the current month. All expense claims or benefits according to qualifications must be delivered at the end of the month.

3.7.4 The Management have the right to instruct the staff to provide others supporting documents for claim purpose.

3.8 Income Tax

3.8.1 Employees are responsible for their respective income tax payment.

3.8.2 The company will make the employee's income tax deduction based on the Schedule of Monthly Tax Deductions. As noted under the Income Tax Act 1967, all income would be specified in the annual EA Form employee.

3.9 Employee's Provident Fund (EPF), Social Security Organization (SOCSO), Retirement Fund (Incorporated) (KWAP)

EPF

Company and employee shall contribute to the Employee's Provident Fund and SOCSO at the statutory rate stipulated by current legislation (excluding the contributions to KWAP).

EPF Employer Contributions –

GCEO	:	17.5%
Level 1-10	:	13% - 1 to 5 years' service (complete 60 month). Increase 1% for every 5 years after completion of the first 5 years' service, subject to maximum rate of 16%.

EPF Employee Contribution -

All Level	:	11%
		*Subject to change based on government requirement

EPF contributions are also payable in respect of annual bonus as it is part of the wages earned.

Social Security Organization (SOCSO) and Employee Insurance Security

Employees (excluding seconded from the government of Malaysia) are eligible as defined under the 1969 Act and Social Security will be protected SOCSO insurance scheme.

Employee Retirement Fund (KWAP)

KWAP contributions provided to employees on secondment from the Malaysian government only with 17.5% employer contribution.

4. BENEFITS**4.1 Gratuity**

Gratuity is eligible for Permanent / Confirmed Employee only. However, for contract staff, it is eligible for Group Chief Executive Officer (GCEO). Others position in contract based on contract offer / renewal and is to be determined by GCEO and Board of Director.

After completing 10 years services only.

Calculation as below:

Permanent Staff:

1.5 X Last Basic Salary X Number of completed Year of Services

Contract / Secondment Staff (GCEO Only):

2 Month of last drawn Salary at end of Contract

Payment will be made at the expiry of the original contract or in the event the contract is extended, payment will be made at the end of the extended period.

Other Contract Staff

POSITION LEVEL	APPROVAL BY
GCEO – L3	Board of Director
L4 – L10	GCEO

4.2 Funeral Benefit

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

In the event of death to the staff, company will pay expense contribution of RM 3000.00 to the next-of-kin.

4.3 Medical Benefits

4.3.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

4.3.2 Summary of medical benefit:

GRADE	ENTITLEMENT
GCEO – level 10	<p>For employee, spouse, and children.</p> <p>Note: Children up to the age of 21 years & unemployed and 24 years if attending tertiary education.</p>
	<p>Expenses include the following costs of medical treatment (out-patient).</p> <ul style="list-style-type: none"> a. Consultation & medication. b. Dental treatment (check-up, scaling, filling, and extraction only). c. Antenatal checkup. d. Annual medical check-up (basic) for employees age 40 years and above (for GCEO, L1 – L4 only). e. Not eligible for medication and supplements from pharmacy or non-registered clinic. f. Not eligible for fertility treatment (except diagnose others disease). g. Not eligible for beauty treatment.

4.3.3 Outpatient Treatment

Employees, spouse, and children below 24 years old (unemployed and attending tertiary education) shall be entitled for outpatient treatment at panel or approved clinics.

Treatment and Medication from the Company's panel doctors, or government hospital doctors and the costs will be borne by the Company.

The company will provide a medical card from Insurance panel to each employee and his / her immediate family.

However, if nature or circumstances of illness are such that Company's panel doctors are not available within reasonable time or distance, medical treatments at any registered medical practitioners are allowed.

Outpatient specialist consultation, treatment and medications shall be referred from the Company's panel doctors.

Detailed of Medical Benefit summary

<u>Grade</u>	<u>Entitlement</u>
GCEO	Actual
Level 1 – Level 7	RM 2000 / year
Level 8 – Level 10	RM 1500 / year

4.3.4 Dental

All Level – Inclusive in Outpatient Treatment (Only for extraction, filling, and scaling).

4.3.5 Maternity

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

Maternity benefits granted for the cost of treatment during childbirth. For treatment before birth, it includes in out-patient benefits.

Female employees and one legal spouse of male employee are entitled for maternity benefit as follows: -

CEO, Level 1-7	-	Normal & Caesarean delivery RM 4500
Level 8-10	-	Normal Delivery RM 1500 Caesarean RM 3000

Limited to a maximum of five (5) deliveries only.

Claim with receipt whichever is lower.

4.4 Membership

4.4.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

4.4.2 Professional Association Membership

Management employee at level GCEO, L1 – L6 shall entitle for actual entrance fee and monthly / annual subscription of one job-related professional association subject to Management's approval.

4.4.3 Corporate Club Membership

Entitle for GCEO - Corporate Membership of RM 20,000.

4.5 Mileage Claim Benefit

Eligible for Permanent & Contract Employee.

Employee traveling on Company's business with permission (approved trips only & 30km radius from work based) may claim mileage claim as below: -

Distance (KM) / Month	Entitle (RM) / Month	
	Car	Motorcycle
0 - 500	0.80	0.50
501 - 1000	0.70	0.40
1001 – 1700	0.60	0.30
1701 and above	0.50	0.20

Calculation is based on total Mileage (KM) for 1 (one) month.

4.6 Travelling Benefits

Eligible for Permanent & Contract Employee.

This benefit eligible for staff outstation outside of Klang Valley (Selangor, Kuala Lumpur & Putrajaya).

4.6.1 Transportation (Air Fare) Local and Overseas

Board of Directors, GCEO - Business Class
& Level 1

Level 2 - 10 - Economy Class

4.6.2 Public Transportation (Local and Overseas)

All Level - Based on actual expenses

4.6.3 Accommodation

Employees should stay at approved hotels as below: -

<u>Grade</u>	<u>Rate Per Day (Malaysia)</u>	<u>Rate Per Day (Overseas)</u>
Board & GCEO	Actual	Actual
Level 1	w/r RM 400 wo/r RM150	Prior approval of GCEO
Level 2	w/r RM 350 wo/r RM 130	"
Level 3	w/r RM 280 wo/r RM 110	"
Level 4	w/r RM 250 wo/r RM 100	"
Level 5	w/r RM 230 wo/r RM 90	"
Level 6 & 7	w/r RM 200 wo/r RM 80	"
Level 8 -10	w/r RM 150 wo/r RM 50	"

Sabah & Sarawak

<u>Grade</u>	<u>Rate Per Day</u>
Board & GEO	Actual
Level 1	w/r RM 430 wo/r RM 190
Level 2	w/r RM 380 wo/r RM 160
Level 3	w/r RM 290 wo/r RM 140
Level 4	w/r RM 280 wo/r RM 130
Level 5	w/r RM 260 wo/r RM 120
Level 6 & 7	w/r RM 230 wo/r RM 110
Level 8-10	w/r RM 180 wo/r RM 80

*w/r – With *wo/r – without

4.6.4 Subsistence Allowance

<u>Level</u>	<u>Rate Per Day</u>
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Board & GCEO	Malaysia: RM 150 (No Overnight Stay) RM 200 (With Overnight Stay)
	Sabah &: RM180 (No Overnight Stay) Sarawak RM220 (With Overnight Stay)
	Overseas: USD 150 per day
Level 1 – 7	Malaysia: RM 80 (No Overnight Stay) RM 130 (With Overnight Stay)
	Sabah &: RM90 (No Overnight Stay) Sarawak RM150 (With Overnight Stay)
	Overseas: USD 100 per day
Level 8 – 10	Malaysia: RM 50 (No Overnight Stay) RM 100(With Overnight Stay)
	Sabah &: RM 80 (No Overnight Stay) Sarawak RM 130 (With Overnight Stay)
	Overseas: USD 50 per day

Subsistence allowance also can be given and calculated based on rules below:

- i. If the outstation journey starting before 10.30 am, the subsistence allowance can be fully claimed.
- ii. If the outstation journey starting after 10.30 am, the subsistence allowance will be calculated as follows:
 - a. Lunch – 40% from full allowance
 - b. Dinner – 40% from full allowance
- iii. This allowance cannot be claimed if company or organizer has provided food and beverage. However, if food and beverage is partially provided, the employee may claim the allowance based on rate as follow.
 - a. Breakfast – 20% from full allowance
 - b. Lunch – 40% from full allowance
 - c. Dinner – 40% from full allowance

Note: For Trips made during the Winter season, and additional Winter Clothing allowance of maximum RM 2000 shall be provided on claim basis and only applicable once in every three (3) years.

4.7 Insurance

Permanent and Contract Employees shall be covered under three types of insurance as below:

4.7.1 Group Personal Hospitalization (GPH)

Employees, spouse, and children below 24 years old (unemployed and attending tertiary education) shall be entitled for hospitalization at panel or approved clinics.

Hospitalization treatment and medications shall be referred from the Company's panel doctors.

The entitlement for hospitalization coverage is subject to change based on company insurance package.

4.7.2 Group Personal Accident (GPA) and Group Term Life (GTL)

Employees shall be covered under two insurance schemes namely, Group Personal Accident Insurance and Group Term Life Insurance in accordance with staff entitlement as stated below.

Employees or "beneficiary" who was appointed by the employees" is a valid recipient for both Scheme. Total net payment demands of both schemes is to be determined after deducting all outstanding debt amount (if any) to the company.

The coverage for GPA & GTL subject to change based on insurance package.

4.8 Allowances

4.8.1 Monthly Car Allowance (In Lieu of Company Car)

Employee in level GCEO, 1A and 1B is eligible to get this allowance if using own car.

<u>Grade</u>	<u>Entitlement/month</u>
GCEO	To be determined by the Board

Level 1A & 1B RM 3,000 – Given every month

Staff with this allowance is not allowed to use company car except in emergency case subject to prior approval. If staff have permission to use company car, the use of cars is not more than 10 days in a row, while the allowance and payment of maintenance will be suspended until the car is returned. Car allowance benefit will pay on prorated basis from the day 11.

4.8.2 Annual Car Maintenance Allowance (In Lieu of Company Car)

Employee in level GCEO, 1A and 1B is eligible to get this allowance if using own car.

<u>Grade</u>	<u>Entitlement/year</u>
GCEO	RM 5,000
Level 1A & 1B	RM 3,500

Claim eligible for maintenance cost such as, repairing and services, change tires and batteries, wash and polish and inspection Puspakom.

This allowance must be claim with receipt for yearly cost as mention above.

4.8.3 Monthly Fuel / Toll Allowance

Employee in level GCEO, 1A and 1B is eligible to get this allowance if using own car.

<u>Grade</u>	<u>Entitlement</u>
GCEO	Company shall provide petrol card or Smart tag capped at rm1,000.
Level 1A & 1B	Company shall provide petrol card or Smart tag capped at RM 750.

Remark:

Claim with receipt if company does not provide petrol card or smart tag.

For outstation only: eligible to claim with receipt for mileage & toll if limit of entitlement is enough use.

4.8.4 Hand phone Bill Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

For Management SPSB & SP Marketing (Except Operation Department)

<u>Grade</u>		<u>Entitlement</u>
GCEO	-	RM 300*
Level 1A & 1B	-	RM 250*
Level 2 - 4	-	RM 200*
Level 5 - 7	-	RM 150*
Level 8 - 10	-	RM 100*

For Manufacturing and Operation Department

<u>Grade</u>		<u>Entitlement</u>
Level 1B	-	RM 250*
Level 2 - 4	-	RM 200*
Level 5 - 6	-	RM 150*

*Claim with receipts / bills whichever is lower

4.8.5 Telephone Purchase Subsidy

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

For Management SPSB & SP Marketing (Except Operation Department)

<u>Grade</u>		<u>Entitlement</u>
GCEO	-	RM 2000*
Level 1A & 1B	-	RM 1500*
Level 2 - 3	-	RM 1000*
Level 4 - 6	-	RM 800*
Level 7 - 10	-	RM 500*

For SPSB Manufacturing and Operation Department

<u>Grade</u>		<u>Entitlement</u>
Level 1B	-	RM 1500*
Level 2 - 3	-	RM 1000*
Level 4 – 6	-	RM 800*

Entitle after completion of two years services and can renew every three-year service. The receipt purchase must be dated after the two years of services. If the employee wants to buy the goods themselves, the claim must be made within a month by giving the original receipts and invoices to the management.

4.8.6 Entertainment Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

Entertainment allowance is eligible for position Manager and above. They are entitled to a refund for any type of official duties and any type of entertainment that is work-related and must be accompanied by a receipt.

Type of entertainment is limited to purposes related to the company's operations appropriate and consistent with legal requirements. Entertainment costs must be within reasonable limits and not excessive or inappropriate.

With conditions:

- a) Claim by receipt or bills at the end of month
- b) Claim Approval by Management
- c) Client entertainment such as breakfast, lunch and dinner
- d) Entertainment such as golf is allowed provided that the approval from top Group Chief Executive Officer.

<u>Grade</u>		<u>Entitlement</u>
GCEO	-	Actual
Level 1A & 1B	-	RM 2000*
Level 2	-	RM 1000*
Level 3	-	RM 500*

*upon approval by GCEO if receipt claim exceeds the entitlement.

4.8.7 Attendance Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

For SPSB Manufacturing and Operation Department only:

<u>Grade</u>	<u>Entitlement</u>
Level 8-10	- RM 150* (full attendance).

Attendance allowance will be deducted for RM50 for one-day medical / sick leave or emergency leave (with no appropriate reason).

4.8.8 Shift Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

For SPSB Manufacturing and Operation Department only:

<u>Shift</u>	<u>Entitlement</u>
Shift 1 (8-hour evening, 4pm to 12am)-	RM 6.00 / day
Shift 2 (8-hour night), 12am to 8am-	RM 8.00 / day
Shift 3 (12-hour night), 8am to 8am-	RM 10.00 / day

4.8.9 Productivity, Quality & Breakdown Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

For SPSB Manufacturing and Operation Department only:

Eligibility

Applicable to Level 5 to Level 10 at all unit under Manufacturing Department.

<u>Tonnage (Compound Fertilizer)</u>	<u>Entitlement</u>
Above 8000MT /month	- RM 0.50/MT

Amount will be divided equally among the team

4.8.10 Bear Duty Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

Entitle for staff that bear another worker job. Must bear same or high level than he or she.

The calculation is based: $\frac{1}{4}$ from staff minimum wage borne.

*example : $\frac{1}{4} \times \text{RM}5000$ (min wage of Manager)
Total = RM1250

This allowance is temporary and can be terminate if post borne had been filled.

4.8.11 Acting Allowance

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

The Acting Allowance is the difference between the initial salary of a job incurred with an employee's actual salary provided that:

- i. The difference is not less than a normal salary movement at the actual level of the staff. If the difference is less than salary movement, the acting allowance is a normal salary movement above the salary ladder level in charge.
- ii. And if the actual salary of the staff is equal to or higher than the starting salary of the post office, the acting allowance is a normal salary movement above the salary level of the post office

The example calculation is below:

A) Senior Executive (L5) acting a Manager (L3)

- i. Basic salary level L5 = RM 4500
- ii. Annual increment level L5 (5%) = RM 225
- iii. Minimum salary level for L3 = RM 5000
- iv. Difference (iii) – (i) = RM 5000 – RM 4500 = RM 500
(more than L5 annual increment)

- v. Acting allowance = Due to the amount (iv) greater than the amount (ii), the Acting Measure is RM 500 (minimum wage different of level L5 with employee's basic salary level L6).

This allowance is temporary and can be terminate if post office had been filled.

4.9 Uniform

Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

For Management SPSB & SP Marketing (Except Operation Department)

<u>Grade</u>	<u>Entitlement/year</u>
Level 9 & 10 & Office Assistant/Tea Lady	<u>Male</u> i. 2 pair of shirt and pants ii. 2 pair of shoes
	<u>Female</u> i. 2 pairs of blouse and long pants ii. 1 Pair of baju kurung iii. 2 pair of shoes

For SPSB Manufacturing and Operation Department

<u>Grade</u>	<u>Entitlement/year</u>
All level	i. 3 pair of shirt and pants ii. 2 pair of safety shoes iii. 1 unit of safety helmet

5. LEAVE

5.1 Annual Leave Entitlement

5.1.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

5.1.2 Annual leave entitlement shall be as follows: -

A. For Management SPSB & SP Marketing (Except Operation Department)

<u>Description</u>	<u>Entitlement / year</u>
GCEO	25 days
Level 1 – 10	
i. Less than 1 year to 3 years (Complete 36 month)	20 days
ii. After 3 years and above (37 month and above)	25 days

B. For SPSB Manufacturing and Operation Department

<u>Description</u>	<u>Entitlement</u>
LIB	
i. Less than 1 year to 3 years (Complete 36 month)	20 days
ii. After 3 years and above (37 month and above)	25 days
Level 2 – 10	
i. Less than 1 year to 2 years (complete 24 month)	16 days
ii. After 2 years to 4 years' service (25 months to 48 month)	18 days
iii. After 4 Years' and above (49 month and above)	25 days

- 5.1.3 Employees on probation are not allowed to take leave unless with special permission immediate superiors. Any employee under probation may apply for advance annual leave.
- 5.1.4 For employees who worked less than a year, the leave entitlement will be prorated, according to the number of months they served. If the amount of leave entitlement is less than half the amount will be repealed and, if more than half the day, leave entitlement will be calculated as one day
- 5.1.5 "Monthly Prorated Leave" will be given to all employees. Monthly leave provisions are calculated on a pro-rata basis. Employee who wish to apply advance leave, are advice to take unpaid leave.
- 5.1.6 Employee who already taken all their leave and wish to apply any leave for some reason, are advice to take unpaid leave.

5.1.6 Annual leave must be utilized during the entitlement year (s); however, employee can carry forward annual leave not more than 7 days to the following year. The carry forward leave must be utilised by 30 June of the following year.

5.1.6 Annual Leave Application

- i. Application for annual leave should be submitted to the Divisional/Unit head three days prior to the leave period for approval.
- ii. In cases of emergency, application for annual leave can be submitted after utilisation of leave. However, immediate notification to immediate superiors prior to going on leave must be made. (Emergency refers to Cases of serious nature that cannot be avoided and require urgent presence of the employee).
- iii. The Company may call back any employee from leave due to exigencies of work.
- iv. There shall be no encashment of unused accumulated leave
- v. When an employee who is on annual leave becomes sick and is granted sick leave by the Company's approved doctor, the annual leave shall be deemed to have not been taken.

5.2 Replacement Leave (In Lieu of paid Overtime)

5.2.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

5.2.2 Replacement leave is entitled for employee mention as table below:

No.	Department / Subsidiaries	Grade Level
1	Management SPSB and SP Marketing (Except Operation Department)	Level GCEO – Level 7
2	SPSB Manufacturing and Operation Department only	Level GCEO – Level 4
Remark: Others level is by Management Approval		

Replacement leave is entitled if the employee:

- i. Works over the normal working hours (after 8 hours/day) with minimum two (2) hours.
- ii. Works on rest day and public holiday with minimum two (2) hours.

Total of hours taking will be accumulated. If the total hour is four (4), entitled to half day leave and total hour is eight (8), entitled to full day leave.

Replacement leave must be utilized during the entitlement year; however, employee may carry forward the replacement leave with a limit not more than seven (7) days.

The carry forward leave must be utilised by 30 June of the following year.

5.3 Medical Leave & Hospitalization

5.3.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

5.3.2 Paid medical leave shall only be granted on the recommendation of any registered medical practitioner or a government medical officer. Maximum paid medical leave shall be as follows: -

5.3.3 Without hospitalization (Outpatient) (Weekdays only)

- | | |
|--|------------------|
| i. Less than 1 year to 2 years
(Complete 24 month) | - 14 days / year |
| ii. After 2 years to 4 years' service
(25 months to 48 month) | - 18 days / year |
| iii. After 4 years and above
(49 month and above) | - 22 days / year |

5.3.4 With hospitalization (including outpatient & follow up treatment)

- i. 60 days per year (including rest day & public holiday)

5.4 Maternity Leave

- 5.4.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.
- 5.4.2 All married female employees have completed not less than 90 days of continuous service with the Company, immediately preceding the confinement, shall be granted a maximum of ninety (90) consecutive days of maternity leave with full pay.
- 5.4.3 The ninety (90) consecutive days of maternity leave shall be inclusive of rest days and public holidays.
- 5.4.4 Maternity leave will only be granted after 28 weeks of pregnancy. Miscarriage as defined in the Employment Act, 1955, will be treated as normal sick leave.
- 5.4.5 A married female employee shall be granted paid maternity leave up to five (5) surviving children. If an employee has more than five, normal maternity leave on no pay basis shall be considered.

5.5 Pilgrimage Leave

- 5.5.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.
- 5.5.2 Muslim employee who had been working with the Company: -
- | | |
|--|-------------------------------|
| i. Less than 1 year to 2 years'
(Complete 24 months) | - 20 days whichever is lower* |
| ii. After 2 years to 4 years
(25 months to 48 months) | - 30 days whichever is lower* |
| iii. After 4 years
(49 months and above) | - 40 days whichever is lower* |

*Only once during employment and inclusive of Weekends and public holidays.

5.6 Compassionate Leave

- 5.6.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

-
- 5.6.2 Employee may be granted paid compassionate leave to a maximum of 8 working days in a year for the following occasions: -
- i. Death or serious illness of spouse, parents, parents' in-law, children, siblings (brothers & sisters)– 2 working days.
 - ii. For birth of a legal child from single wife only (male staff)– 3 working days
 - iii. Marriage leave (first time or once during employment with the company only) - 3 working days
- 5.6.3 Application must be supported by the documentary evidence such as death certificate, birth certificate, wedding card and married certificate.

5.7 Quarantine Leave

- 5.7.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.
- 5.7.2 This Quarantine leave given to the SPSB staff, spouse, and children if:
- i. On their way back to Malaysia from overseas who are detained at any quarantine station by the ports or airport health authorities due to an outbreak of illness.
 - ii. Confined in their home by any health authority for infectious disease epidemic.
 - iii. Employee's natural, step or legally adopted children who get infectious diseases and need to be quarantined. Children should be below the age of eighteen (18) years old. For a full-time student, the dependents who are below the age of twenty-four (24) years old.
 - iv. SPSB employees are eligible to receive quarantine leave if they, spouse, and their children need to be quarantined for infectious diseases with certificate from Medical Officer from government or private hospital and clinic.
- 5.7.3 Quarantine leave period is limited to a maximum of five (5) days per case or during the period of the certificate issued by any government or private medical officer whichever is

lower, excluding weekly rest days, weekly public holidays and public holidays.

5.7.4 The list of infectious diseases that can be considered is as follows:

1. Hand, Foot and Mouth Disease (HFMD)
2. Dengue and Dengue Hemorrhagic fever
3. Measles
4. Chickenpox fever
5. Diphtheria
6. Malaria
7. Infectious Eye Disease.
8. Other diseases that approve by clinic and hospital.

Note: The type of infectious disease above is subject to amendment / addition from time to time.

5.8 Non-recorded leave

5.8.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

- 14 days - For Public safety and defense
- 7 days - Others e.g. Sports event for country

Evidence supporting documents are required

5.9 Prolonged Illness Leave

5.9.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

5.9.2 Upon completion of 1 year's continuous service and the employee is certified by company's doctor or a government hospital to have contracted tuberculosis, cancer, poliomyelitis, leukemia, leprosy, mental illness requiring admission to a mental institution, cerebral thrombosis or any other illness which requires prolonged treatment, he / she shall be entitled to :-

1. Full pay Leave for the first 6 months.
2. Half pay leave for the next 3 months.
3. Subsequently – No Pay and go for Medical board.

5.9.3 This leave shall be an addition to the employee's medical leave entitlement.

5.9.4 The Company doctor or Government medical practitioner shall grant prolonged medical leave on the condition that the employee concerned undergoes all necessary treatment as required.

5.9.5 Medical Boarding-Out

5.9.5.1 If the employee is unable to perform his / her duties after prolonged medical leave, the Company shall consider engaging to the medical board.

5.9.5.2 The Company's medical boarding out panel shall consider the recommendation from the Company's doctor or specialist and make recommendations to the Management regarding medical boarding-out

5.10 Examination Leave

5.10.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

5.10.2 Employee may be granted for the actual period of the day / days(s) of examination only at company's discretion.

Application of leave must be made at least 2 weeks before the commencement of the examination day supported by evidence from the institution.

5.11 Unpaid Leave

5.11.1 Eligible for Permanent / Confirmed Employee only. For contract employee, is based on contract offer / renewal and approval of GCEO and Board.

5.11.2 Employees shall apply for unpaid leave when served to the company after 2 year (subject to management's approval) For the following reasons: -

- a. Pilgrimage Leave (2nd Hajj) - 45 days. – only once during employment with the company.
- b. Delivery of child (for 6th child and above) – 90 days.
- c. Any other reason subject to Management approval based on rule below:

-
- i. Entitle to maximum 15 day per year.
 - ii. Entitle if annual leave or others leave is utilized use.
 - iii. No carry forwards

Employees who take leave without pay for more than 15 days according to the annual calendar is eligible to receive a bonus and incentive for prorated based on prorated basis (period of no pay leave will be excluded) from the number of days worked.

5.12 Public Holiday

All Federal and applicable State Gazette Public Holidays

6 GENERAL

Permanent and contract employee is subject to the Company rule and regulation as mentioned below:

6.1 Absenteeism

Employee shall be deemed to have broken his / her contract of service if he / she has been continuously absent from work for more than 48 hours.

Company will take disciplinary action if the staff is absent without permission or failed to inform the management more than two (2) hours of the said day.

6.2 Company Property

All items and equipment's belonging to the Company shall remain the property of the company and shall not be removed from the premises except sending them out for repairs which in such a case prior approval must be obtained from head of dept.

6.3 Dress Code

Generally, all employees shall dress and groom themselves in a presentable way, in accordance with accepted social and business standards. Female staff shall dress decently according to Malaysian cultures and religious etiquette. Male employees shall wear shoes and not sandals or slippers unless with proper excuse. (e.g. medical, etc.). Female employee shall wear proper shoes and not slippers unless with proper excuse (e.g. medical, etc.)

6.4 Updating of Personal Records

Employee shall notify Human Resource Department in writing of any changes in his / her personal to ensure that personal records are up to date.

Employee shall provide documentary evidence, where applicable for such changes. Employment benefits shall not be payable if such payment contradicts the existing personal records with the Company.

6.5 Code of Ethics & Conduct

Any employee, who commits misconduct, or a breach of rules established by the Company, shall be subject to disciplinary action.

6.5.1 Misconduct

Misconduct in employment can be broadly dealt with under three (3) headings namely: -

- a) Misconduct relating to duty such as carelessness, fraud, misappropriation, insubordination etc.
- b) Misconduct relating to discipline such as fighting, assault, quarrel, gambling, damage to Company property, drug abuse etc; &
- c) Misconduct relating to morality such as committing an indecent act, sexual advancement, pornography, keeping or distributing indecent or pornographic literature at the workplace, etc.
- d) Please refer to the **Appendix 1** for detail list of misconduct.

6.5.2 Inquiries

A panel appointed at the discretion of the Company shall conduct all inquiries. The inquiry panel shall not include a member(s) whose presence may affect the impartiality of the panel in its conduct of the proceedings and its recommendations.

The proceedings of an inquiry shall be duly recorded by the panel for submission to the Human Resource Manager or to the appropriate higher authority for decision.

The Company may suspend an employee on half pay for a period of not exceeding two (2) weeks pending an inquiry.

If the investigation cannot be resolved within fourteen (14) days from the date of the initial suspension, the suspension shall continue and remain in force until the investigation is finalized. The employee will be paid his full wages for this further period of suspension.

If the employee is found innocent of the allegation of misconduct made against him, the full amount of any wages withheld during the initial suspension period shall be restored. However, if he is found to have committed the misconduct or should he resign from employment prior to any conclusion being arrived at as to his innocence, any withheld wages not be restored.

6.5.3 Action by the Company

All disciplinary actions taken by the Company shall comply with the Company's established procedures and current legislation. Where there is any conflict between the two, current legislation shall prevail.

Head of Departments may issue written warnings on the advice of the Human Resource. All written warnings shall be recorded in the employee personal file. In the event where three (3) warning letters for a similar offence have been issued within a period of twelve (12) months, the employee shall be subject to an inquiry to determine further disciplinary action.

Depending on the gravity of the offence committed and after due inquiry, the employee may be subject to any of the following punishments: -

- a) Dismissal without notice
- b) Downgrading
- c) Suspension
- d) Stoppage / withholding of increment
- e) Withholding of bonus
- f) Withholding of promotion
- g) Reduction of salary
- h) Written warning

6.5.4 Summary Dismissal

The Company reserves the right to dismiss an employee after due inquiry for misconduct including but not limited to dishonestly, insubordination, gross neglect of duty, bankruptcy and criminal

conviction within reasonable time after the misconduct in question without notice, salary or other forms of compensation. This right is in addition to and does not prejudice its other rights under law.

6.5.5 Right of Appeal

An employee who has been imposed a disciplinary action shall have the right to appeal in writing within thirty (30) days of the announcement of the decision to the following authority: -

<u>Category</u>	<u>Authority</u>
GCEO & Managers (GCEO – Level 3)	BOARD
Management & Executive (Level 4 - Level 7)	GCEO
Non-Executive (Level 8 – Level 10)	Head of Department & Manager, Human Resource

6.6.6 Grievance Procedure

Employees should, whenever possible try to resolve disputes and minor problems amicably and informally between themselves or together with their immediate supervisors.

If such informal means do not bring a resolution, an employee may bring to the HR Manager's attention any grievance or complaint within fourteen (14) days from the date of occurrence of the event causing or giving rise to such grievance or complaint. The filing of a formal grievance in writing should be done only if such grievances or complaints cannot be resolved through these informal discussions. A member of the Human Resource shall be assigned by the HR Manager to attend to such grievances or complaints and to discuss and offer suggestions for resolution. Due consideration shall be given to all grievances and complaints and the Human Resource shall make all efforts to resolve them promptly and fairly.

The Human Resource Manager may at its discretions and depending on the seriousness of the grievances and complaints, bring the matter to the attention of the Group Chief Executive Officer for his consideration.

7 SUMMARY

Term of services in this Employee Handbook is subject to change upon company decision when needed or government policy.

Appendix 1

Acts of misconduct include but are not confined to the following:

1. Theft/Pilferage/Misappropriation or attempt of the same of the Company's money or property or other employee's money or property within the Company's premises.
2. Fraud, dishonesty, falsification or attempt of the same in connection with the Company's business, money or property
3. Cheating or attempt to cheat the Company
4. Fighting with or assaulting, abusing or being violent towards another employee or authorised visitor on the Company's premises or threatening the same
5. Prosecuted or charged with criminal offence
6. Soliciting, accepting and/or offering bribes or any illegal gratification
7. Participating in unauthorised financial transactions within the Company's premises
8. Participation in illegal strikes
9. Instigating industrial action among employees against the Company
10. Picketing in the Company's premises except where permissible under the law, agreement or award
11. Inciting other employees to participate in illegal strikes in contravention of the provisions of any law or rule having the force of law
12. Wilful insubordination or disobedience whether alone or in combination with others to any lawful and reasonable order of a superior
13. Conflict of interest
14. Breach of fiduciary relationship
15. Spreading malicious rumours about the Company
16. Gambling whether involving money or otherwise, in the Company's premises

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17. Gross negligence and neglect of duty
 18. Interfering with the record of his attendance or of any other employee or falsification, defacement or destruction of any record of the Company
 19. Sleeping while on duty
 20. Possession of illegal weapon or lethal weapon on the Company's premises
 21. Riotous, disorderly or indecent behaviour on the Company's premises
 22. Smoking in prohibited/restricted area
 23. Illegal substance or drug abuse
 24. Disclosing confidential information
 25. Driving or unauthorised use of the Company's vehicle without prior authorisation
 26. All forms of harassment including but not confined to unwelcome verbal or physical advances and sexually, racially or otherwise derogatory or discriminatory statements or remarks
 27. Habitual late coming or late attendance
 28. Habitual negligence
 29. Commission of any subversive act to the discipline of the Company or general behaviour
 30. Commission of any private act that brings disrepute, embarrassment or affects the legitimate interest of the Company or ruins the image of the Company
 31. Habitual breach of any Company order or any law applicable to the establishment of rules made thereunder
 32. Withholding overtime at a critical time to bring pressure on the management
 33. Making material misstatement in job application, loan application or declaration
 34. Unauthorised use of time cards

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35. Possession, sale or distribution of unsuitable, indecent or pornographic materials
 36. Committing an immoral act within the Company's premises
 37. Failure to report serious infectious or contagious illness or disease to the Company's medical Officer or Human Resource
 38. Forging or defacing medical certificates or other official documents to defraud the Company
 39. Conduct which is likely to cause injury or endanger the life or safety of another person within the Company's premises
 40. Trespassing or forcible occupation of the Company's premises or prohibited areas
 41. Illegally challenging Company to dismissal
 42. Bypassing the proper channel of communication
 43. Refusal to accept any communication served either in accordance with the Code of Conduct or in the interest of discipline
 44. Misrepresentation of the Company to others
 45. Participation in illegal gatherings or activities in the Company's premises or abetting, inciting or instigating the same in and outside the Company's premises
 46. Serious pecuniary indebtedness affecting the public image of the Company
 47. Making public statements against the interest of the Company
 48. Publishing or writing of books against the interest of the Company
 49. Leaving work place during working hours without permission of the immediate supervisor or overstaying sanctioned leave without sufficient grounds or proper satisfactory explanation or without informing or attempting to inform his employer of the excuse or reason for such absence.
 50. Absenteeism
 51. Quarrelling or fighting or committing nuisance at the work place
 52. Misdemeanours

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53. Carelessness or wilfully causing damage or loss to the Company's property or goods
 54. Deliberate damage and interference with or contamination of factory processes, material or equipment
 55. Posting, altering, removing, defacing or destroying the Company's notices or any material on bulletin boards or the Company's property without the permission of the management
 56. Failure to wear uniform at work place as per the Company's policy
 57. Failure to furnish information which is within the scope of his employment and which relates to the mutual interest of the Company and employee
 58. Malingering and feigning illness
 59. Loitering during working hours
 60. Failure to follow safety procedures or tampering with safety devices to the detriment of the Company or its employees
 61. Infringement of safety regulations
 62. Unnecessary wastage of documents and materials
 63. Abuse or unauthorised use of the Company's property, utilities, equipment or facilities
 64. Habitual or substantial negligence in the care of tools, equipment and apparatus of the Company
 65. Wilful failure to report at once to his superior any defect which an employee may notice in any equipment connected with his work
 66. Wilful in not reporting any defect or occurrence which an employee may notice or which might endanger himself or any other person or which might result in damage to the Company or any person within the Company
 67. Failure to keep work place clean and tidy
 68. Obstructing, inciting or wilfully slowing down other employees from work
 69. Slackness in performance
 70. Disclosing commercial or manufacturing secrets, calculations or designs

71. Acting in violation with competition laws, including agreeing with competitors on prices or any other terms and conditions to customers, allocating territories or customers, rigging bids.
72. Acting in violation of the Personal Data Protection Act 2010, including processing personal data contrary to Company policy and guidelines, disclosing personal data to unauthorised third parties and selling personal data to third parties.
73. Employee is strictly prohibited to act as a loan shark (money lender) to colleagues or employees with or without interest in the Company's premises.

The above examples of misconduct are not exhaustive as the Company reserves the right to determine what constitute acts of misconduct that warrant disciplinary action.

Lampiran 1

Senarai tindakan salah-laku (tetapi tidak terhad) adalah yang berikut:

1. *Kecurian/Kecurian kecil/Pelesapan atau percubaan yang sama terhadap wang atau harta Syarikat atau wang atau harta kakitangan lain dalam premis Syarikat*
2. *Penipuan, tidak jujur, pemalsuan atau percubaan yang sama yang berkaitan dengan perniagaan, wang atau harta Syarikat*
3. *Menipu atau cubaan menipu Syarikat*
4. *Bergaduh dengan atau menyerang, mendera atau bertindak ganas terhadap kakitangan lain atau pelawat yang dibenarkan di dalam premis Syarikat atau mengugut yang sama.*
5. *Didakwa atau dituduh atas kesalahan jenayah*
6. *Meminta atau menerima rasuah atau sebarang suapan tidak sah*
7. *Menyertai transaksi kewangan yang tidak dibenarkan dalam premis Syarikat*
8. *Menyertai mogok yang tidak sah*
9. *Menghasut tindakan industri di kalangan kakitangan terhadap Syarikat*
10. *Berpiket dalam premis Syarikat kecuali dibenarkan di bawah undang-undang, perjanjian atau keputusan mahkamah*
11. *Mengapikan kakitangan lain untuk menyertai mogok yang tidak sah yang bertentangan dengan peruntukan sebarang undang-undang atau peraturan yang dikuatkuasakan oleh undang-undang*
12. *Sengaja ingkar atau melanggar sebarang arahan yang sah dan munasabah daripada penyelia, sama ada berseorangan atau bersama-sama kakitangan lain*
13. *Percanggahan kepentingan*
14. *Kemungkiran hubungan fidusiari/pecah amanah*
15. *Menyebarkan khabar angin dengan niat jahat tentang Syarikat*
16. *Perjudian sama ada melibatkan wang atau sebaliknya dalam premis Syarikat*

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17. *Kecuaian melampau atau mengabaikan tugas*
 18. *Mengganggu rekod kehadirannya atau mana-mana kakitangan lain atau memalsukan, mencatatkan atau merosakkan sebarang rekod Syarikat*
 19. *Tidur semasa menjalankan tugas*
 74. *Memiliki senjata haram atau senjata berbahaya dalam premis Syarikat*
 75. *Merusuh, melakukan kekacauan atau berkelakuan sumbang dalam premis Syarikat*
 76. *Merokok di kawasan yang dilarang/terkawal*
 77. *Salahguna bahan terlarang dan dadah*
 78. *Mendedahkan maklumat sulit*
 79. *Memandu atau menggunakan kenderaan Syarikat tanpa kebenaran terdahulu*
 80. *Semua bentuk gangguan termasuklah tetapi tidak terhad kepada kelakuan lisan atau fizikal dan seksual yang tidak diingini, gangguan berunsur perkauman atau pernyataan yang berunsur penghinaan atau diskriminasi*
 81. *Tabiat datang lewat atau hadir lewat*
 82. *Tabiat selalu cuai*
 83. *Melakukan sebarang tindakan subversif terhadap disiplin Syarikat atau kelakuan umum*
 84. *Melakukan sebarang tindakan persendirian yang mencemarkan reputasi, memalukan atau menjejaskan kepentingan sah Syarikat atau merosakkan imej Syarikat*
 85. *Tabiat melanggar sebarang perintah Syarikat atau sebarang undang-undang yang digunakan untuk mewujudkan peraturan yang dibuat di bawahnya*
 86. *Enggan membuat kerja lebih masa pada masa kritikal untuk memberikan tekanan kepada pengurusan*
 87. *Membuat pernyataan salah yang nyata dalam permohonan kerja, permohonan pinjaman atau pengisytiharan*
 88. *Penggunaan kad masa yang tidak dibenarkan*
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89. *Pemilikan, penjualan atau pengagihan bahan yang tidak sesuai, lucah atau sumbang*
 90. *Melakukan tindakan tidak bermaruah dalam premis Syarikat*
 91. *Gagal melaporkan jangkitan yang serius atau penyakit berjangkit kepada Pegawai Perubatan Syarikat atau Sumber Manusia*
 92. *Memalsukan atau mencatatkan sijil perubatan atau dokumen rasmi lain untuk menipu Syarikat*
 20. *Kelakuan yang kemungkinan boleh menyebabkan kecederaan atau membahayakan nyawa atau keselamatan orang lain dalam premis Syarikat*
 21. *Menceroboh atau menduduki secara paksa premis Syarikat atau kawasan yang dilarang.*
 22. *Mencabar secara haram untuk dibuang oleh Syarikat*
 23. *Melangkau saluran komunikasi yang betul*
 24. *Enggan menerima sebarang komunikasi yang diberikan sama ada menurut Kod ini atau untuk kebaikan disiplin*
 25. *Salah nyata tentang Syarikat kepada orang lain*
 26. *Bersubahat, mengapi, menghasut atau menyertai pengumpulan atau aktiviti haram dalam premis Syarikat*
 27. *Kehutangan wang yang serius yang menjejaskan imej Syarikat di mata awam*
 28. *Membuat pernyataan awam yang bertentangan dengan kepentingan Syarikat*
 29. *Menerbit atau menulis buku yang bertentangan dengan kepentingan Syarikat*
 30. *Meninggalkan tempat kerja semasa waktu bekerja tanpa kebenaran penyelia terdekat atau melanjutkan cuti melebihi cuti yang telah diluluskan, tanpa alasan yang cukup atau keterangan yang memuaskan atau tanpa memaklumkan atau mencuba untuk memaklumkan kepada majikan tentang alasan atau sebab ketidakhadiran itu*
 31. *Tidak hadir bertugas tanpa sebab*

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32. Bertelingkah atau bergaduh atau melakukan gangguan di tempat kerja
 33. Melanggar undang-undang
 34. Cuai atau sengaja menyebabkan kerosakan atau kerugian kepada harta atau barangan Syarikat
 35. Sengaja merosak dan mengganggu atau mencemar proses, bahan atau kelengkapan kilang
 36. Menampal, meminda, membuang, mencacat atau merosakkan notis Syarikat atau sebarang bahan pada papan kenyataan Syarikat atau harta Syarikat tanpa kebenaran pengurusan
 37. Gagal memakai pakaian seragam di tempat kerja seperti polisi Syarikat
 39. Gagal memberi maklumat yang terangkum dalam penggajiannya dan yang berkaitan dengan kepentingan bersama antara Syarikat dengan kakitangan Kecuaian atau berlengah-lengah dalam melaksanakan kerja
 40. Tipu sakit atau berpura-pura sakit
 41. Membuang masa, semasa waktu bekerja
 42. Gagal mematuhi prosedur keselamatan atau mengubah alat keselamatan sehingga membahayakan Syarikat atau kakitangannya
 43. Pelanggaran peraturan keselamatan
 44. Pembaziran tidak perlu terhadap dokumen dan bahan
 45. Salah guna atau penggunaan tanpa kebenaran terhadap harta, utiliti, kelengkapan atau kemudahan Syarikat
 46. Tabiat cuai atau kecuaiian besar dalam penjagaan peralatan dan kelengkapan Syarikat
 47. Sengaja gagal melaporkan serta-merta kepada penyeliannya tentang sebarang kecacatan yang dilihat pada sebarang kelengkapan yang berkaitan dengan kerjanya
 48. Sengaja tidak melaporkan sebarang kecacatan atau kejadian yang dilihatnya atau mungkin membahayakan diri sendiri atau mana-mana orang lain atau mungkin mengakibatkan kerosakan kepada Syarikat atau mana-mana orang dalam Syarikat.

49. *Gagal memastikan tempat kerja bersih dan kemas*
50. *Mengganggu, mengapi atau sengaja melambatkan kakitangan lain untuk bekerja*
51. *Kelalaian dalam prestasi*
52. *Mendedahkan rahsia, pengiraan atau reka bentuk yang berkaitan dengan perdagangan atau pembuatan.*
53. *Bertindak melanggar undang-undang persaingan, termasuk bersetuju dengan pesaing mengenai harga atau apa-apa terma dan syarat-syarat lain kepada pelanggan, peruntukan kawasan atau pelanggan, penipuan tawaran*
54. *Bertindak melanggar Akta Perlindungan Data Peribadi 2010, termasuk memproses data peribadi bertentangan dengan dasar dan garis panduan Syarikat, mendedahkan data peribadi kepada pihak ketiga yang tidak dibenarkan dan menjual data peribadi kepada pihak ketiga*
57. *Kakitangan dilarang sama sekali untuk bertindak sebagai peminjam wang kepada rakan-rakan atau kakitangan lain dengan atau tanpa faedah di premis Syarikat*

Contoh salah laku di atas tidak boleh dianggap sebagai lengkap dan Syarikat berhak untuk menentukan jenis salah laku yang boleh dikenakan tindakan disiplin.