



**NCS Information Systems Sdn. Bhd. (508600-P)**

# Employee Handbook

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## Contents

1.0	General Information .....	4
1.1	Objective .....	4
1.2	Introduction to Company .....	4
1.3	Company Mission, Vision & Core Value .....	4
1.4	Modification .....	4
1.5	Clarification .....	4
1.6	Distribution .....	5
1.7	Legislation .....	5
1.8	Office Security .....	5
2.0	General Employment Terms .....	5
2.1	Appointment .....	5
2.2	Working Hours .....	5
2.3	Overtime .....	5
2.4	Off day and Rest day .....	5
2.5	Probation .....	6
2.6	Promotion .....	6
2.7	Termination of Contract of Employment / Resignation .....	6
2.8	Breach of Contract of Employment / Abscondment .....	7
2.9	Discipline .....	7
2.10	Code of Conduct .....	9
2.11	Training & Development .....	13
2.12	Safety & Health .....	13
3.0	Compensation & Benefit .....	14
3.1	Salary Payment .....	14
3.2	Performance Appraisal .....	14
3.3	Employee Provident Fund (EPF) .....	14
3.4	Employee's Social Security (SOCSO) .....	15

3.5	Public Holidays .....	15
3.6	Annual Leave Entitlement .....	16
3.7	Emergency Leave .....	16
3.8	Medical Leave & Hospitalisation .....	16
3.9	Maternity Leave .....	17
3.10	Compassionate Leave .....	18
3.11	Unpaid Leave .....	18
3.12	Paternity Leave .....	19
3.13	Marriage Leave .....	19
3.14	Medical / Hospitalization / Insurance Benefits .....	20
3.15	Overtime Claim .....	21
3.16	Travelling Allowance .....	21
3.17	Expenses Claim Policy .....	21
4.0	Amenities .....	22
4.1	Uniform / Safety Footwear .....	22
4.2	Traffic Rules & Safety .....	22

## 1.0 General Information

### 1.1 Objective

This handbook shall be titled as "Employee Handbook" (hereinafter referred as the Handbook).

The objective of this handbook is to lay down the policies, benefits, terms and conditions of employment for all employees of NCS Information Systems Sdn Bhd (hereinafter referred to as "the Company") and its related, associated and subsidiary companies (hereinafter referred to as "its Group Companies").

### 1.2 Introduction to Company

A IT Outsourcing company that is established in March 2000. A Microsoft Certified Partner that renders IT services to Intel, DELL Malaysia, Motorola and many more.

Branch Office is located in Petaling Jaya.

### 1.3 Company Mission, Vision & Core Value

#### *Mission*

To embrace the latest technology and to exceed expectations and satisfaction of our customers with emphasis on the creation of value. This will ensure profit, quality and growth for the future success.

#### *Vision*

- Provide the best combination of value/quality for the services/ technologies to customer.
- Venture into new IT by offering the complete solution.
- Broaden and enhance our services/products by strategic alliances.
- Seeking new business opportunity in other countries.

#### *Core Value*

- **ACHIEVEMENT** - Aspire to the highest level of excellence in our products and services.
- **BOLDNESS** - Believe that taking calculated risks encourages growth and new discovery.
- **CHALLENGE** - Push ourselves to the limit, question boundaries, and continually advance.

### 1.4 Modification

The Company reserves the right to introduce, modify or annul the contents set out in this handbook at any time during its operation either to reflect all current regulations of the Employment Act 1955 or any other relevant statutes or as and when it deems necessary. Any changes made shall be duly notified to all employees.

The contents of this handbook may be amended, deleted or added in the form of notices, circulars, memorandums or new editions of this handbook.

### 1.5 Clarification

All employees may seek clarification or explanation of the contents of this handbook from their NCS Supervisor or the Human Resource Department.

**1.6 Distribution**

This handbook shall be uploaded into NCS website for the reference of all employees.

**1.7 Legislation**

If any legislation is introduced, which relates to any provisions contained in this handbook and if provisions contained in this handbook are more favorable, they shall continue to apply. Where legislation provides for more favorable terms than those contained in this handbook, the provisions of such legislation shall automatically apply.

**1.8 Office Security**

All employees who are issued entrance keys to the office are responsible for keys safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on Company property after working hours without prior authorization from the manager.

**2.0 General Employment Terms****2.1 Appointment**

- 2.1.1 All appointment shall be subject to the following conditions: -
- Production of evidence of age, educational qualifications and satisfactory references from educational institutions, previous employers and/or any other references that the Company may require.
  - That the information declared in the employee personal record is correct and true.
  - The signing of a "Non-Disclosure Agreement"
- 2.1.2 If at any time subsequent to the appointment, it is found that any statement or documentary evidence furnished under Para 2.1.1 is false or misleading, the employee shall be liable for instant dismissal or any other disciplinary action deemed appropriate by the Company. Deliberate concealment of any material fact or disability can also render the employee for similar disciplinary action.

**2.2 Working Hours**

- 2.2.1 Your working hours and day shall be in accordance to the employment contract.
- 2.2.2 Employees who are required to work on afternoon / night shift shall be informed by NCS supervisor accordingly on the working hours.

**2.3 Overtime**

Overtime shall only be worked at the request of the Company and with the consent of the employee. Employee shall not unreasonably withhold consent or refuse to perform overtime work without any acceptable reason.

**2.4 Off day and Rest day**

Saturday shall be considered as an off day while Sunday shall be the weekly rest day for all employees except other employees who follow a different roster due to operational requirements.

**2.5 Probation**

- 2.5.1 All newly appointed employee(s) shall undergo a probation period from his date of appointment as stipulated in the appointment letter.
- 2.5.2 The purpose of the probation period is for the Company to assess whether the employee is suitable for regular employment with the Company and for him/her to understand and adapt to the Company's culture and requirements.
- 2.5.3 The probation period may be reduced or extended at the sole discretion of the Company depending on the employee's performance and conduct. Such extension shall be informed to him/her in writing.
- 2.5.4 On successful completion of the probation period and having satisfied the Company that he/she has performed the duties assigned to him/her satisfactory, the employee shall be confirmed in regular employment with the Company and shall be given a "Letter of Confirmation."
- 2.5.5 Upon confirmation by the Company, an employee's employment with the Company shall be deemed to have commenced from the date of appointment.

**2.6 Promotion**

- 2.6.1 The Company will review promotions in a concerted exercise with performance appraisal.
- 2.6.2 However, situations where vacancies occur or are created and employee is selected and approved to undertake these major job changes and responsibilities, promotions may be considered.
- 2.6.3 Terms and conditions of employment will be in accordance to the category and grade the employee is promoted to.
- 2.6.4 An employee selected for promotion will be notified in writing.
- 2.6.5 Selection for promotion will be based on seniority of service, merit of work performance and suitability to the vacancy. The Company's selection of any employee shall be final.

**2.7 Termination of Contract of Employment / Resignation**

- 2.7.1 During or at the end of the period of probation or any extension thereof, employment may be terminated at any time by either party giving to the other party the following notice in writing or salary in lieu of notice without assigning any reason thereto as per stipulated in the employment contract.
- 2.7.2 If confirmed in regular employment, employment may be terminated at any time by either party giving to the other party the following notice in writing or salary in lieu of notice without assigning any reason thereto as per stipulated in the employment contract.
- 2.7.3 An employee shall be terminated without notice or salary in lieu of notice in any of the following events :-
- If an employee has in the opinion of the Company been found to be guilty of dishonesty, misconduct or negligence in the performance of his duties.
  - If an employee has after showing cause in writing been found to have committed any serious breach of continual material breach of any of his duties or obligations under his appointment.
  - If an employee has made monetary profits or received any gratuities or other rewards (whether in cash or kind) out of any of the Company's affairs.

- 2.7.4 An employee shall submit his "Letter of Resignation" to NCS Supervisor or Human Resource Department.
- 2.7.5 Before an employee terminates his employment with the Company, he will be required to attend an exit interview conducted by Human Resource Department.
- 2.7.6 Employee shall return all properties provided or issued by the Company to his Supervisor / HOD on his last working day. The Company reserve the right to request the employee to replace or reimburse the cost of any properties that is lost by the employee or is faulty upon return.

## **2.8 Breach of Contract of Employment / Abscondment**

- 2.8.1 An employee shall be deemed to have terminated his employment in the Company if he has been continuously absent from work for more than two (2) consecutive working days without a reasonable excuse for such absence or has not informed or attempted to inform NCS Supervisor or Human Resource Department of his absence.
- 2.8.2 In such circumstance, the Company may claim indemnity for such breach of contract.

## **2.9 Discipline**

- 2.9.1 The Company's discipline policy is to correct misdemeanor and unsatisfactory work habits in order to maintain a productive, safe and pleasant work conditions for all its employees.
- 2.9.2 The Company realizes that there could be no exhaustive enumeration of all kinds of offences. Therefore, offences not explicitly covered under any of the following types of offences shall be dealt with in accordance with the circumstances surrounding each case and shall be classified as falling within the purview of any of the following defined types of offences.
- 2.9.3 Minor Misconduct
  - 2.9.3.1 For minor offenders :-
    - a) An oral discussion will be held with the employee to correct the unacceptable behavior or conduct. This oral discussion will be recorded in the employee's personnel file and if the shortcomings are corrected, no further action will be taken.
    - b) If the staff does not improve, a verbal warning will be given whereby the employee will be given a specified time period to correct his shortcomings. This verbal warning will also be recorded in the employee's personnel file.
  - 2.9.3.2 The following misconduct are classified as minor :-
    - a) Failure to observe Safety Instructions in circumstances not consisting a major misconduct.
    - b) Committing a nuisance in the Company's premise
    - c) Causing accident/damages by careless/negligence of work or by inadequate supervision.
    - d) Malingering or refusal to observe superior's instruction on assigned work
    - e) Laziness or inefficiency.
    - f) Tardiness or leaving work early without adequate reasons or absence without approved leave.
    - g) Quarrelling in the Company's premise
    - h) Obtaining or attempting to obtain leave of absence by false pretence.
    - i) Sticking unauthorised poster/placard on the walls in the Company's premise.
    - j) Unauthorised announcement using the Company's PA or telephone system.

- k) Distributing unauthorised documents/circulars/hand-bills to Company's employees
- l) Not taking good care of Company's properties or not keeping work station clean and tidy.
- m) Refusal to let Security staff checks his personal belongings, clothings etc at the time of entering or leaving the Company's premise.
- n) Causing slander/libel on other employees
- o) Any other failure to follow Company's Code of Conduct or Rules and Regulations which may be determined by the Company from time to time.
- p) Influencing or aiding another employee to commit any of the above misconduct.

#### 2.9.4 Major Misconduct

##### 2.9.4.1 For major offenders, the Company may after due inquiry :-

- a) Give him a verbal or written warning
- b) Suspend him with or without pay up to fourteen (14) days.
- c) Defer, withhold or stop his increment
- d) Downgrading/demotion
- e) Terminate his employment

##### 2.9.4.2 The following misconduct are classified as major in nature :-

- a) Coercion or harrassment of other employees while in the Company premise.
- b) Unauthorised possession or theft/embezzlement of Company's property or other employee's personal property.
- c) Leaving place of work without sufficient cause during working hours.
- d) Entering and interfering other sections/departments other than in the course of duty.
- e) Taking or attempting to take into the Company premise lethal weapon or hazardous/harmful items which could endanger the well-being of any person or Company's operations.
- f) Destructing, damaging, abolishing, concealing or losing Company's property by wilful action or serious negligence.
- g) Conduct which causes injury to another person or likely to endanger the safety of others.
- h) Insubordination or wilful refusal to abide by Company's policies/regulations, superior's instructions or deliberately acting exceeding his authority.
- i) Refusal to work, gross negligence at work or wilful slow down in performance at work.
- j) Manufacturing/repairing for unauthorised purposes or personal use using Company's material, time or equipment.
- k) Attempting to offer or receive any monies/benefits in order to induce or prevent action to be/from being taken.
- l) Clocking other employee's time card or being in unauthorised possession of other employee's time card or ID tag.
- m) Being under the influence of liquor and/or illegal drugs or possessing illegal drugs or any type of intoxicants while in the Company's premise.
- n) Unauthorised fire-making or smoking in Company's premise.
- o) Organising, holding, attending or taking part in any meeting within the Company's premise which is not in connection with the Company's business, without obtaining prior permission of the Management.
- p) Disclosure of Company's confidential information.
- q) Committing acts which are detrimental to the Company's good image or interest.
- r) Double employment or being indulged in other business to distract his/her attention from his/her duties.
- s) Continued sub-standard job performance including maintaining a negative attitude towards or losing interest in his work assignment.

- t) Commission of any act subversive to the discipline of the Company, such as fighting, throwing things or other disorderly conduct.
- u) Vandalism, gambling, fraud, theft or immoral/abusive conduct.
- v) Sleeping on duty.
- w) Repeated commitment of minor misconduct.
- x) Any other serious misconduct which may be determined by the Company from time to time.
- y) Influencing or aiding another employee to commit any of the above misconduct.

## **2.10 Code of Conduct**

The Company expect all its employees to conduct themselves in a manner which will credit not only themselves but also the Company at all times such as reporting for work regularly and punctually, doing a fair day's work, obeying instructions from their superiors, working in harmony with their colleagues and being mindful always of their own safety and the safety of others. They are also expected to maintain a high standard of quality in their performance to achieve the targeted productivity.

### **2.10.1 Attendance at Work**

All employees are expected to come to work each working day. Frequent absenteeism that will seriously affect the Company's operation and impose hardship on their colleagues will not be tolerated.

### **2.10.2 Punctuality**

Be punctual when reporting to work at the beginning of a day and after meal break.

### **2.10.3 Notice of Absence**

- a) If an employee needs leave for any reason, he should apply to his Supervisor/HOD using the E-Leave at least five (5) working days or seven (7) calendar days in advance.
- b) If an employee is unexpectedly prevented from coming to work, he must obtain permission from NCS Supervisor or Human Resource Department by telephone (SMS is strictly prohibited). Should permission not be granted, he should report for work immediately.
- c) If sickness is the reason for an employee's inability to report to work, he must still inform NCS Supervisor or Human Resource Department by telephone and should have a valid medical certificate to authenticate his absence.
- d) Absence without leave/permission is not allowed and severe disciplinary action leading to dismissal may be taken.

### **2.10.4 Dress and Appearance**

- a) All employees shall dress in a presentable manner so as not to impair the image of the Company or the effective working of other employees.
- b) Employees that are required to wear uniform, the uniform must be presentable and in correct manner at all times during working hours including during overtime and work done on off-day, rest day or paid public holidays. Buttons and zips should be buttoned and zipped up accordingly.
- c) Employee's hair should be neat and tidy at all times during working hours.

#### 2.10.5. Conflict of Interest

- a) When a person is employed by the Company, it is the Company's understanding that the Company is his primary employer and that other employment or any involvement directly or indirectly in the management of any Company or participate in any business activities including family enterprise whether for gain or otherwise or undertake any form of paid work including self-employment that is in conflict to his work schedule and/or distracts his attention or duties to the Company except with the expressed permission from the Company is considered as a breach of his contract of employment . Permission so granted may be withdrawn at anytime without assigning any reason thereto and an employee who has been given such permission shall ensure that the Company's reputation, business interest and other interest are preserved at all times.
- b) An employee is expected to devote his best efforts to the business of the Company and neither work on his own behalf or with others in competition to the Company.
- c) An employee should disclose any personal interest that he or his family may have in a customer or supplier including shareholdings in the customer's or supplier's companies.
- d) All employees shall not conduct themselves in such a manner as likely to bring their private personal matters in conflict with their duties.

#### 2.10.6 Public Statement

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

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

#### 2.10.7 Financial Transaction

Unauthorised financial transactions listed below are instances prohibited within the Company's premise unless approved by the Company :-

- a) Any type of gambling
- b) Private trade or sales including private insurance arrangements
- c) Lending or borrowing money in circumstances prejudicial to discipline.

#### 2.10.8 Housekeeping

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

### 2.10.9 Confidentiality

- 2.10.9.1 Confidential information includes but is not limited to financial records, personnel and payroll records of current and past employees, information regarding customer accounts and transactions, vendors or suppliers, products and product development or any documents or information regarding the Company's operations, procedures, practices or products.
- 2.10.9.2 No confidential information should be divulged to individuals outside the Company without prior approval from the Company.
- 2.10.9.3 Confidential information can only be divulged to employees with the Company who has a need for such information in their normal course of work or are authorized to receive such information. An employee should refer to his HOD if in doubt whether the requested information can be divulged.
- 2.10.9.4 All records and files are confidential and remain the property of the Company and cannot be removed from the Company's premise without prior approval from the Company.
- 2.10.9.5 An employee is to ensure the security and safekeeping of all Company's documents and working papers in his custody.
- 2.10.9.6 Confidential information obtained during or through employment with the Company should not be used by any employee for the purpose of furthering current or future employment or activities or for obtaining personal gains or profits.
- 2.10.9.7 The Company reserved the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to receive damages incurred as a result of such impermissible use of the confidential information.

### 2.10.10 Employee's Personnel Information

- 2.10.10.1 All employees are to keep their personnel information strictly confidential and shall not disclose or discuss these issues with their colleagues.
- 2.10.10.2 The Company will restrict disclosure of employee's personnel information to authorized staff only and any request for such information must be directed to Human Resource Department. Only the Human Resource Department is authorized to release such information about current and former employees.
- 2.10.10.3 Disclosure of personnel information to outside sources will be limited to authorized law enforcement or local government agencies conducting investigations and to financial institutions.
- 2.10.10.4 All requests for references must be directed to the Human Resource Department. The Company's policy as to references for employees is to disclose only the dates of employment and the title of the last position held. Other information such as last earned salary will only be disclosed upon authorization from the employee.

### 2.10.11 Work Conduct

- 2.10.11.1 An employee should act always to minimize any risk of loss or damage to the Company's property, image or lowering of its productivity or quality standard or the lowering of the general morale in the Company.
- 2.10.11.2 An employee is required to conduct himself with respectability and responsibility at all times and not to indulge in any act or conduct that may cause damage to the good name of the Company or to their own integrity, reputation or credibility or bring the Company into disrepute.
- 2.10.11.3 An employee shall not conduct himself in such a manner as can reasonably be construed as being negligent, careless or lacking in efficiency. Any payment that has to be made by the Company as a result of the employee's negligence or carelessness or as a result of action taken without approval shall be recoverable from the employee's by ways that the Company deems fit.
- 2.10.11.4 An employee should comply with reasonable instructions or requests.
- 2.10.11.5 An employee should maintain good relations with those for whom or with whom he work and to avoid obstructive behavior or actions which threaten their health or safety.
- 2.10.11.6 The Company shall endeavor to demonstrate its concern and respect to its employees as an employee and as an individual and expects that its employees will earn its respect by being responsible, constructive and mindful of others.

### 2.10.12 Off-duty Conduct

- 2.10.12.1 While the Company does not seek to interfere with off-duty conduct of its employees, certain types of personal conduct may interfere with the Company's business interest. Employees are therefore expected to conduct their personal affairs in a manner which does not adversely affect the Company's or their own integrity, reputation or credibility.
- 2.10.12.2 Illegal or immoral off-duty conduct will not be tolerated.

### 2.10.13 Honesty and Integrity

- 2.10.13.1 As a representative of the Company, an employee is expected to maintain the highest standard of honesty and integrity either during or after working hours and shall not conduct himself in such a manner as to lay himself open to suspicion of dishonesty.
- 2.10.13.2 An employee should be frank in his dealings with customers, suppliers, statutory authorities and any other business associates.
- 2.10.13.3 An employee should maintain an accurate record of his time and expenses.

**2.11 Training & Development**

2.11.1 The Company recognizes the important role played by its employees and the contributions that they can offer towards the overall growth of the Company. It is committed to the employees' growth both as an employee as well as an individual. To achieve this, the Company aims to provide training and personal development programmes to all employees to enable them to enhance their knowledge and improve their skills and at the same time assist them in developing a positive attitude in their work as well as in their daily life.

2.11.2 In order to ensure that the needs of the Company are met, employees who have been nominated for training courses are required to enter into a bond of service with the Company.

2.11.3 Training is eligible for all NCS employees.

2.11.4 The length of the bond will depend on the cost of the training including expenses incurred and is as follows :-

Training Expenses	Length of bond
≤ RM3000	Minimum 6 months of service
≥ RM3000	Minimum 1 year of service

2.11.5 The bond starts from the first working day after training is completed.

2.11.6 Employee is eligible to take opportunity of further training under the bond. Additional bond starts from the first working day after training is completed or upon the completion of the current bond whichever is later.

2.11.7 Employee shall be liable to refund all the course fees including expenses incurred to the Company without further negotiation should the employee :-

- dismissed from the Company's employment for any reason whatsoever during the bond period.
- employee's own conduct renders himself unsuitable to serve or continue to serve the Company during the bond period.
- leaves the employment of the Company without the written consent of the Company during the bond period.
- acts in any way in breach of the bond agreement.

2.11.8 Such payment shall be paid within thirty (30) days from the date of termination of the bond agreement.

**2.12 Safety & Health**

2.12.1 Employees are expected to obey safety rules and exercise caution and common sense in all work activities.

2.12.2 Employees must immediately report any unsafe conditions to their supervisor.

2.12.3 Employees who violate safety standards, cause hazardous or dangerous situation, or fail to report, where appropriate, may be subject to disciplinary action including termination of employment.

2.12.4 In case of accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor immediately.

2.12.5 In the event an employee requires medical attention, whether injured or becoming ill while at work, supervisor must be notified immediately. If it is necessary for the employee to be seen by the doctor or

go to hospital, employee must be transported to the nearest hospital by the supervisor. His/her family member must be contacted and informed on such situation.

### 3.0 Compensation & Benefit

#### 3.1 Salary Payment

Where a month by reason of salary adjustment effective on a day other than the first day of the month, the proportionate amount due in respect of each portion of the month shall be calculated on the following basis :-

For new hire that joins the Company in service in an incomplete month, the salary calculation is as follows:-

$$\frac{\text{No. of Days in Service}}{\text{Total Number of Days in a Month}} \times \text{Basic Salary}$$

For resigned employee that leaves in an incomplete month, the salary calculation is as follows:-

$$\frac{\text{No. of Days in Service}}{\text{Total Number of Days in a Month}} \times \text{Basic Salary}$$

\* If there is any annual leave repayment (subject to approval), the calculation will be based on *Ordinary Rate of Pay (ORP)* and as below:-

$$\frac{\text{Basic Salary No. of Days of Annual}}{26 \text{ (Standard No. of Working Days per Month)}} \times \text{Leave (no of days)}$$

#### 3.2 Performance Appraisal

- 3.2.1 Performance reviews and planning sessions are designed for supervisor and employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.
- 3.2.2 Each employee will be reviewed yearly. The employee's review date will be conducted on or about the anniversary date of employment or, the date of the previous compensation review or, by the end of a calendar year. Such reviews may be conducted for a newly acquired position, or based on the needs to evaluate a recent promotion.
- 3.2.3 Increment will be determined on the basis of performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals.
- 3.2.4 New employees will be reviewed at the end of their probationary periods. After the initial review, the employee will be reviewed according to the regular annual schedule.
- 3.2.5 Although the Company's salary ranges will be adjusted on an ongoing basis, NCS does not grant "cost of living" increment. Performance is the key to wage increment in the Company.

#### 3.3 Employee Provident Fund (EPF)

- 3.3.1 The EPF is a social security institution formed according to the Laws of Malaysia, Employees Provident Fund Act 1991 (Act 452) which provides retirement benefits for members through management of their savings in an efficient and reliable manner. The EPF also provides a convenient framework for employees to meet their statutory and moral obligations to their employees.

3.3.2 The EPF plan helps contributors to save in several ways:

- Gross taxable income is reduced.
- NCS makes 12% contribution of the employees' salary while the employee will contribute 11%.

**3.4 Employee's Social Security (SOCSO)**

3.4.1 SOCSO is the abbreviation for Social Security Organization. It is commonly known in the Malay term as PERKESO or Pertubuhan Keselamatan Sosial.

3.4.2 The Social Security Organization is an organization set up to administer, enforce and implement the Employees' Social Security Act, 1969 and the Employees' Social Security (General) Regulations 1971.

3.4.3 The Social Security Organization provides social security protection by social insurance including medical and cash benefits, provision of artificial aids and rehabilitation to employees to reduce the sufferings and to provide financial guarantees and protection to the family.

**3.5 Public Holidays**

3.5.1 The Company will grant to its employees sixteen (16) paid gazetted public holidays in any one (1) calendar year which are as follows :-

New Year	1 day
Thaipusam	1 day
Chinese New Year	2 days
Prophet Muhammad Birthday	1 day
Labour Day	1 day
Wesak Day	1 day
Agong's Birthday	1 day
Penang Governor's Birthday	1 day
National Day	1 day
Hari Raya Puasa	2 days
Deevapali	1 day
Hari Raya Haji	1 day
Awal Muharam	1 day
Christmas	1 day

3.5.2 Should the paid public holiday fall on a Saturday and/or Sunday, there will be replacement on the following working day.

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

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

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

3.5.6 The Company reserve the right to declare extra holidays to coincide with any public holiday and such extra holidays are deductible from the employee's annual leave. During such case, where the employee

has still not earned his annual leave or has used up all his earned leave, it will be considered as unpaid leave.

**3.6 Annual Leave Entitlement**

**Non-Executive / Executive**

Length of Service	No. of day
1st, 2nd & 3rd year(s)	12 days
4 years of service	14 days
5 years & beyond of service	16 days

**Managerial**

Length of Service	No. of day
1st, 2nd & 3rd year(s)	16 days
4 years of service	
5 years & beyond of service	

**3.7 Emergency Leave**

- 3.7.1 Emergency leave is leave applied less than 5 working days / 7 calendar days to enable an employee to attend to domestic emergencies that require his personal attendance. Such leave shall not exceed three (3) working days in any one (1) calendar year.
- 3.7.2 Emergency leave will be off-set against the employee's annual leave earned. In cases, when the employee has still not earned his annual leave or has used up all his earned leave, the emergency leave taken shall be treated as unpaid leave and his salary will be deducted for such leave taken in the month the leave was taken.
- 3.7.3 For emergency leave application, employee must first obtain approval from his/her supervisor/HOD by telephone within twenty-four (24) hours of the commencement of such leave and upon return to work, employee must immediately apply the leave through the E-leave system with proper reason for the short notice should be stated; otherwise he shall be considered to be absent without permission.
- 3.7.4 The Company shall have the right to take disciplinary action against any employee found to be abusing his emergency leave.
- 3.7.5 The Company reserve the right to cancel any approved application for emergency leave should the employee's presence is required.
- 3.7.6 Emergency leave taken that exceed three (3) days in each calendar year will be treated as unpaid leave and the employee's salary will be deducted for such emergency leave taken in the month such leave was taken.

**3.8 Medical Leave & Hospitalisation**

- 3.8.1 All employees shall be entitled to paid sick and hospitalisation leave as follows :-
  - (a) Where no hospitalisation is necessary :-
    - fourteen (14) days in each calendar year if he has been employed for less than two (2) years.
    - eighteen (18) days in each calendar year if he has been employed for two (2) years but less than five (5) years.
    - twenty-two (22) days in each calendar year if he has been employed for five (5) years or more.

(b) Where hospitalisation is necessary :-

- sixty (60) days in each calendar year

- 3.8.2 Where the employee takes any paid sick leave under Para 3.8.1(a), the period of his entitlement to paid sick leave under Para 3.8.1 (b), in that year shall be reduced to the extent of the number of days of paid sick leave taken under Para 3.8.1 (a).
- 3.8.3 All employees shall after examination by the Company doctor, or a medical officer or a registered medical practitioner is issued a sick certificate shall be entitled to paid sick leave.
- 3.8.4 Any employee certified by the Company doctor or a medical officer or a registered medical practitioner approved by the Company to be ill enough to be hospitalised but is not hospitalised for any reason whatsoever, shall be deemed to be hospitalised.
- 3.8.5 If upon discharge from any hospitalisation, the Company doctor or the medical officer or the registered medical practitioner approved by the Company recommends further continuous sick leave, such period of sick leave shall be deemed to be part of his hospitalisation leave, provided always that the period of sick leave after discharge from the hospital is a continuous period without any break in between.
- 3.8.6 An employee must inform his Supervisor / HOD or the HRD by telephone within forty-eight (48) hours of the commencement of the sick or hospitalisation leave.
- 3.8.7 A sick certificate must be forwarded to his Supervisor / HOD upon return to work, otherwise he/she shall be deemed to have absented himself from work without permission from the Company and without reasonable excuse for the day on which he was so absent from work.
- 3.8.8 An employee who reports to the Company doctor or a registered dental surgeon or a medical officer or any registered medical practitioner if no Company doctor is appointed and who is subsequently not granted sick leave shall report for duty immediately after completion of the medical examination, otherwise he shall be deemed to have absent from work without permission from the Company and without reasonable excuse for the day on which he was so absent from work.
- 3.8.9 Sick and hospitalisation leave in excess of entitlement shall be on unpaid leave.
- 3.8.10 No employee shall be entitled to paid sick or hospitalisation leave for the period during which she is entitled to maternity leave or for any period during which he is receiving any compensation for disablement under the Employees Social Security Act 1969.

### **3.9 Maternity Leave**

- 3.9.1 A female employee who has been employed for a period of not less than ninety (90) days during the nine (9) months immediately preceding her confinement will be entitled to sixty (60) consecutive days maternity leave with full pay in respect of each confinement up to the fifth (5th) surviving child.
- 3.9.2 Maternity leave may only commence on or after twenty-eight (28) weeks of pregnancy and leave of absence from work due to any illness or miscarriage during the first twenty-eight (28) weeks shall be considered as sick or hospitalisation leave and must be supported by a sick certificate from the Company doctor or a medical officer or any registered medical practitioner approved by the Company in respect of the pregnancy.
- 3.9.3 Application for maternity leave shall be made through the E-leave system and to be approved by employee's Supervisor / HOD not less than one (1) month prior to the date on which it is desired that

maternity leave shall commence. Application for such leave shall be supported by a certificate/letter from the Company doctor, a medical officer or the registered medical practitioner approved by the Company in respect of the pregnancy.

- 3.9.4 An employee upon returning to work from maternity leave should first report to HRD prior to commencing work at her work area.
- 3.9.5 Irrespective of the date of confinement, not more than sixty (60) consecutive days maternity leave shall be granted and any absence on account of illness following the expiry of maternity leave shall be regarded as sick or hospitalisation leave.
- 3.9.6 A female employee shall be deemed to have broken her contract of employment if she fails to resume duty continuously for more than two (2) working days on the expiry of her maternity leave without a recommendation of sick or hospitalisation leave from the Company doctor, a medical officer or the registered medical practitioner approved by the Company in respect of the pregnancy or without prior leave from the Company and shall be deemed to have terminated her employment with the Company without notice.

### **3.10 Compassionate Leave**

- 3.10.1 Employee will be granted five (5) days paid compassionate leave as follows:-
- Death of immediate family (Parent / Spouse / Children / Brothers / Sisters / Parent-in-law) – 2 days
  - Death of Grandparents – 1 day
  - During natural disaster such as floods or fire which affects an employee's family (spouse and children) or property (owned or rented). – 2 days
- 3.10.2 Compassionate leave shall be in addition to annual leave entitlement.
- 3.10.3 Application for compassionate leave shall be made through the E-leave system upon return to work. However, an employee must inform his Supervisor / HOD or the HRD by telephone within twenty-four (24) hours of the commencement of such leave; otherwise he shall be considered to be absent without leave.
- 3.10.4 The Company reserved the right to withdraw such benefit when the employee failed to inform his Supervisor / HOD or the HRD.
- 3.10.5 Application for compassionate leave must be accompanied by a photocopy of death certificate, documents from the hospital or police or other suitable documentary proof to support the application.
- 3.10.6 The Company shall have the right to take disciplinary action against any employee found to be abusing his compassionate leave.

### **3.11 Unpaid Leave**

- 3.11.1 Employee who have still not earned his annual leave or has used up all his earned leave, may apply for unpaid leave by applying through the E-leave system and submitting to his Supervisor / HOD for approval at least five (5) working days or seven (7) calendar days in advance from the date the leave is intended to be taken. Application where notice is less than five (5) working days or seven (7) calendar days will not be entertained.
- 3.11.2 Employees who have annual leave balance are not allowed to take any unpaid leave.
- 3.11.3 Resigned employees serving notice period are strictly prohibited to take unpaid leave.

- 3.11.4 Approval will be granted at the absolute discretion of the Company depending on the reason such leave is required.
- 3.11.5 No unpaid leave will be approved for period exceeding one (1) week except at the absolute discretion of the Company.
- 3.11.6 The employee's salary will be deducted for any unpaid leave taken in the month such leave was taken. Such deduction is calculated as follows:

*Basic Salary*

$$\frac{\text{----- X No of Unpaid Leave}}{\text{Total no of days in the month}}$$

- 3.11.5 An employee shall only commence his unpaid leave upon approval of his leave application for such leave by his Supervisor / HOD. An employee who has not had his leave application approved and who fails to report to work shall be deemed to be absent without leave.
- 3.11.6 The Company reserve the right to cancel any approved application for unpaid leave should the employee's presence is required.

### **3.12 Paternity Leave**

- 3.12.1 Confirmed employee shall be granted one (1) day paid leave on the occasion of the birth of the employee's legal child subject to a maximum of five (5) living children.
- 3.12.2 Paternity leave shall be in addition to annual leave entitlement.
- 3.12.3 Application for paternity leave shall be made through the E-leave system upon return to work. However, an employee must inform his Supervisor / HOD or the HRD by telephone within twenty-four (24) hours of the commencement of such leave; otherwise he shall be considered as absent without leave.
- 3.12.4 The Company reserves the right to withdraw such benefit when the employee failed to inform his Supervisor / HOD or the HRD.
- 3.12.5 Application for paternity leave must be accompanied by the birth certificate or other suitable documents from the hospital or a registered medical practitioner attending to the delivery to support the application.
- 3.12.6 The Company shall have the right to take disciplinary action against any employee found to be abusing his paternity leave.

### **3.13 Marriage Leave**

- 3.13.1 Confirmed employee will be granted one (1) day paid leave on the occasion of his first legal marriage.
- 3.13.2 An employee qualifies for this benefit only once during his employment with the Company or its Group of Companies. However, the Company may make an exception in the case of a widow on the subsequent marriage.
- 3.13.3 Marriage leave shall be in addition to annual leave entitlement.
- 3.13.4 Application for marriage leave shall be made through the E-leave system and submitted at least five (5) working days or seven (7) calendar days prior to the commencement of such leave to the employee's Supervisor / HOD.
- 3.13.5 The Company reserves the right to withdraw such benefit when the required notice of one (1) week is not given.
- 3.13.6 Application for marriage leave must be accompanied by a photocopy of the marriage certificate or invitation card to support the application.

3.13.7 Disciplinary action will be taken on any employee found to be abusing his marriage leave.

### **3.14 Medical / Hospitalization / Insurance Benefits**

#### **3.14.1 Panel Clinic / Specialist**

3.14.1.1 Medical treatment will be provided through the Company's appointed doctors and panel of clinics, or doctors at your residence area if you live outside of Penang and shall be restricted to Malaysian Medical Practitioners and Hospitals only. The maximum amount of reimbursement, if service is not provided by the Company appointed doctors, is RM 30 per visit.

3.14.1.2 Visit to specialist are upon referral from panel clinics for further treatment. Such reimbursement must attach together with the referral letter.

3.14.1.3 The Company reserves the right to reject any medial reimbursement that is without any proper receipt or documents.

#### **3.14.2 Life Insurance**

3.14.2.1 All employees are covered twenty-four (24) hours in respect of death and total permanent disability arising from an accident by the Life Insurance upon commencement of employment with the Company.

3.14.2.2 In the event which gives rise to a claim from the insurers, it must be reported to HRD within twenty-four (24) hours from the time of occurrence of such accident and the Company shall make the claim accordingly on behalf of the employee.

3.14.2.3 The benefits payable is subjected to the General Provisions and Schedules of the policy which is in force at the time of claim.

3.14.2.4 The amount of compensation is subjected to the limit of the sum insured and conditions applicable to the employee at the time of the accident.

3.14.2.5 It is the responsibility of the employee to furnish the Company with all required supporting documents such as medical or police report, bills or receipts etc so that the Company can made a claim on his behalf.

3.14.2.6 The Company will not be responsible to reimburse an employee should his claim be declared invalid by the insurers as a result of late submission, incomplete documents or false declaration.

3.14.2.7 Insurance effected under the Group Personal Accident Insurance Scheme shall be terminated on the date of resignation or termination of employment with the Company.

#### **3.14.3 Surgical & Hospitalization**

3.14.3.1 All employees are covered under the Group Hospitalisation and Surgical Insurance upon commencement of employment with the Company.

3.14.3.2 The benefits payable is subjected to the General Provisions and Schedules of the Group Hospitalisation and Surgical Insurance Scheme which is in force at the time of claim.

- 3.14.3.3 The cost of surgical treatment and hospital charges is subjected to the limits and conditions under the plan applicable to the employee.
- 3.14.3.4 The hospitalisation of employee shall be in a hospital specified in the Group Hospitalisation and Surgical Insurance Scheme and the employee should not admit himself into any other hospital unless with the prior approval of the Company or during emergency.
- 3.14.3.5 Where the cost of surgical treatment and hospital charges are not provided for in the plan applicable to the employee or in excess of the coverage for such treatment, employee is responsible for such expenses.
- 3.14.3.6 Any employee requiring surgery or hospitalisation must have a certification from the Company doctor or a medical officer or a registered medical practitioner approved by the Company that such surgery or hospitalisation is required, otherwise he will not be entitled for any claims under the Group Hospitalisation and Surgical Insurance Scheme.
- 3.14.3.7 Employee should inform the HRD on the surgery or hospitalisation at least one (1) week before admission into any hospital or undergo any surgery.
- 3.14.3.8 It is the responsibility of the employee to furnish the Company with all required supporting documents such as medical report, bills and receipts immediately upon discharge from hospital or completion of a surgery so that the Company can made a claim on his behalf.
- 3.14.3.9 The Company will not be responsible to reimburse an employee should his claim be declared invalid by the insurers as a result of late submission, incomplete documents or false declaration.
- 3.14.3.10 Insurance effected under the Group Hospitalisation and Surgical Insurance Scheme shall be terminated on the date of resignation or termination of employment with the Company.

**3.15 Overtime Claim**

Any overtime claim must be approved by the supervisor / HOD. It is only applicable for any overtime done and not for pre-planned overtime.

**3.16 Travelling Allowance**

All travelling allowances incurred by employee must have prior approval by respective supervisor. Reimbursements will be credited in the next paycheck of employee. Below is the mileage claim for travelling during work: -

Types of Claim	Maximum Claim	Remarks
Local	RM 50	Meal Allowance only
Overseas	RM 100	Meal Allowance only
Others Claim	-	Claim as per receipt (Lodging expenses, Transport Allowance etc)

**3.17 Expenses Claim Policy**

All expenses claim must be submitted to Finance by every 24<sup>th</sup> of every month by 1200 and if 24<sup>th</sup> falls on a weekend, it will be brought forward to an earlier date.

**4.0 Amenities**

**4.1 Uniform / Safety Footwear**

Any uniform or safety footwear given must be given proper care and to be return to the Company on the date of resignation or termination of employment with the Company.

**4.2 Traffic Rules & Safety**

All employees must adhere all traffic rules and safety in the workplace.