

EXECUTIVE SCHEME OF SERVICE

### **ITEM 1: PROBATION**

1. New employees who are engaged with the view for regular employment, shall undergo a probationary period of six (6) months, which may be extended, at the discretion of management, for another 3 months.
2. On successful completion of the probationary period, the new employee will be given a letter of confirmation. In the absence of any letter advising the contrary, the employee on completion of his probationary period thereof shall be deemed to be confirmed.
3. Executive grade (M1) shall receive one increment upon confirmation.

### **ITEM 2: TEMPORARY EMPLOYEES**

The Company may employ temporary employees for the following purposes:-

- i. To relieve employees on prolonged illness, maternity leave or other approved long leave; and
- ii. Special assignments (work which is not done by regular employees) for a continuous period to be determined by the Company.

### **ITEM 3: PROMOTION**

1. The Company's policy is to promote from lower position to higher position, when suitably qualified employees by merit, efficiency, qualification, ability and experience are available, and this policy will continue.
2. The Company shall notify existing employees of all vacancies up to the lowest Executive level, by means of the Company's Notice Board, one month prior to such vacancies being filled.
3. When an employee is promoted, he will be required to serve a probationary period of 6 months which can be extended for further 3 months at the discretion of the Company. In the absence of any letter advising the contrary, the employee on completion of his probationary period thereof shall be deemed to be confirmed.
4. During the period of probation, the employee shall receive the same salary as he received prior to promotion plus an allowance of 15 % (percent), based on his current basic salary, prior to the promotion or the minimum of the salary scale applicable in the higher grade or post, whichever is higher.

5. The provisions of item (4) will be subject to the employee not exceeding the maximum of the higher grade's salary scale.
6. Upon confirmation in his new position in the higher grade, the allowances specified in item (4) will be congerterd to his substantive salary.
7. When an employee, who has been promoted on probation, is not subsequently confirmed in his appointment, he shall be reverted to his grade and salary prior to promotion on probation and assigned to a position which, in the opinion of the Company, is compatible with his ability without jeopardizing his future prospects, His allowances as specified under item (4) will then be immediately withdrawn.

#### **ITEM 4: TRANSFER**

All employees are subject to transfer from one work-station or location to another in accordance with the Company's operational requirements and subject to the employees ability and capability to perform the new functions.

#### **ITEM 5: NOTICE OF TERMINATION & RESIGNATION**

1. EMPLOYEES ON PROBATION ON FIRST APPOINTMENT
  - a. Notice of termination at any time during the probationary period may be given by either party on giving one (1) month notice in writing of pay in lieu thereof. Termination of service may be at the discretion of the Management if the employee is considered unsuitable for which he was employed.
2. CONFIRMED EMPLOYEES.
  - a. Notice of termination by either the Management of the employee shall be two (2) months written notice or pay in lieu of such notice.
  - b. The notice period may be offset against his annual leave entitlement which he has not taken.

#### **ITEM 6: HOURS OF WORK**

1. All employees shall work for 42.5 (forty-two and one half) hours per week.
2. Employees shall work based on the following working hours:-

a. Day shift / Normal shift

Monday - Thursday

8.00 a.m	-	1.00 p.m
1.00 p.m	-	1.45 p.m
1.45 p.m	-	5.30 p.m

Friday

8.00 a.m	-	12.45 p.m
12.45 p.m	-	2.45 p.m
2.45 p.m	-	5.30 p.m

b. Night Shift

Monday - Friday

8.30 p.m	-	12.30 a.m
12.30 a.m	-	1.15 a.m (*)
1.15 a.m	-	5.45 a.m

(\*) - Lunch / Dinner Time

3. The working hours as above are inclusive of tea breaks times which are as follows:-

a. Day Shift

10.30 a.m	-	10.40 a.m
3.30 p.m	-	3.40 p.m

b. Night Shift

10.30 p.m	-	10.40 p.m
3.30 a.m	-	3.40 a.m
4.40 a.m	-	4.50 a.m

4. Any major change in working or rest time, employer and employee shall discuss and mutually agreed.

**ITEM 7: CALL BACK**

If an employee is called from his home to work overtime outside his normal scheduled hours of work, the employee shall be paid a minimum of 4 hours at the ordinary rate of pay and reimbursement of transport expenses in accordance with the mileage rates payable by the Company.

**ITEM 8: OUTSTATION ALLOWANCE**

1. An employee who is required to perform official duty outside his normal place of work may be reimbursed up to the actual reimbursement of the mode(s) of transportation.
2. An employee who is required to stay overnight to perform official duty outside his normal place of work will be paid a lodging allowance up to maximum of RM70.00 per night (without receipt).
3. Government tax and hotel service charge which is compulsory on hotel room rentals may be claimed separately by the employee with a condition that the abovementioned tax in stated in the bill.
4. A subsistence allowance of RM 25.00 will be paid when the employee is required to perform official duty outside normal place of work exceeding 45 km for a period exceeding 12 hours.

**ITEM 9: MILEAGE CLAIM**

1. When an employee is required by the Company to use his own vehicle for travel on Company business, the Company will reimburse the employee at the rate of 50 cents for each kilometer for use of own car and 25 cents for each kilometer for use of own motorcycle.
2. The Company will reimburse payment of all parking and toll fees.

**ITEM 10: ANNUAL LEAVE**

1. Every employee shall be entitled to be paid annual leave as follows:-
  - a. Less than two (2) years services - 15 days per annum.
  - b. Two (2) or more but less than Five (5) years - 17 days per annum.
  - c. Five (5) years or more - 20 days per annum.

2. Except in situations of emergency, an employee shall be required to apply for annual leave in writing at least 5 working days before the commencement of such leave.
3. An employee can accumulate his annual leave up to his statutory entitlement for the year and leave accumulated in excess of his statutory entitlement shall be entitled to payment in lieu of such annual leave accumulated at his basic rate of pay.
4. In the case of resignation, retrenchment, retirement or death, annual leave shall be paid for and calculated on a proportionate basis at the employee's rate of pay.
5. Where an employee falls ill during his annual leave period, his leave shall be substituted by the actual number of days of illness upon production of medical certificate issued by the Company doctor, or a registered medical practitioner.

#### **ITEM 11: COMPASSIONATE LEAVE**

1. The company will grant paid leave on compassionate grounds as follows:-
  - a. Death of spouse, parents, child, brother and sister ( including legally adopted child).
    - 3 working days for death within 200 km radius from company or
    - 5 working days for death beyond 200 km from company.
  - b. Death of employee's grand-parents or spouse parents.
    - 3 working days.
  - c. On the occasion of the first marriage of an employee.
    - 3 working days.
  - d. Birth of legal child.
    - 3 working days.
  - e. Natural DISASTERS resulting in the employees' house being totally or half-burnt or being flooded or other natural calamity.
    - 3 working days.
2. The total number of compassionate leave under item 'Compassionate Leave' shall be subject to 8 working days in any calendar year.
3. Any compassionate leave granted shall commence from the effective date of the incident.

4. Where compassionate leave is granted, the employee concerned shall produce relevant documentary evidence to the Company for verification within three (3) working days of his return from such leave.
5. An employee who are granted compassionate leave during his annual leave, the annual leave entitlement shall ber returned to the employee.

#### **ITEM 12: MATERNITY LEAVE**

1. A female employee shall be entitled to sixty (60) consecutive days paid maternity leave.
  - a. Maternity leave shall not commence earlier than a period of thirty days immediately preceding the confinement of a female employee or later than the day immediately following her confinement.
  - b. A female employee may be required to commence her maternity leave if the Company's docor certifies her to be unfit for work due to her advance state of pregnancy, but such leave shall no be earlierthan 14 days prior to the confinement.
2. Application ofr Maternity Leave shall be made as soon as possible after the employee learns of her estimated confinement date but shall not less than one (1) month prior to the date on which she intends her Maternity Leave to tommence to enable the Company to make alternative arrangements to cover her period of absence.
3. Maternity leave may commence only after the 28<sup>th</sup> weeks of pregnancy and leave of absence from work due to any illness or miscarriage prior to 28 weeks shall be considered as normal sick leave or hospitalization leave where applicable. Any leave granted as a result of miscarriage after the 28<sup>th</sup> weeks of pregnancy shall be treated as maternity leave.
4. If female employee concerned fails to resume duty after two days of the expiry of such maternity leave, without prior leave from he Company or without reasonable excuse or without informing or attempting to inform the Company of the reasons for such absence, she shall be deemed to have broken her contract of service with the Company.

#### **ITEM 13: MEDICAL LEAVE**

1. All employees, on the recommendation of the Company appointed Doctor or having rgard to the nature or circumstances of the illness the services of the medical practitioner fo appointed are not obtainable within a reasonable time or distance by any other registered medical practitioner; or by amedical officer, shall be entitled for paid sick leave as follows:-

a. Where no hospitalization is necessary:-

- (i) fourteen (14) days in each year if the employee has been employed for less than two (2) years;  
( 14 days : < 2 years)
- (ii) eighteen (18) days in each year if the employees has been employed for two (2) years or more but less than five (5) years;  
( 18 days : > 2 years < 5 years)
- (iii) Twenty-two (22) days in each year of the employee has been employed for five (5) years or more.  
(22 days : > 5 years)

b. Where hospitalization is necessary;

- (i) sixty (60) working days in the aggregate each year, inclusive of any sick leave taken under sub-article 1 (a) above.

#### **ITEM 14: PROLONGED ILLNESS**

1. On the recommendation of the Company appointed doctor, any employee suffering from tuberculosis, leukemia, paralysis, cancer or any other prolonged illness, which, in the opinion of the Company, renders him unable to perform his duty, shall be granted, in addition to his sick leave entitlement under article (medical leave) for prolonged illness benefit as follows;
  - a) Full Pay leave - For first six (6) months.
  - b) Half Pay leave - For second (6) months.
  - c) Unpaid leave - For twelve (12) months thereafter.
2. In cases where early prognosis, certified by the Company's appointed doctor, indicates six (6) months or more of prolonged illness, the employee may, at his option, elect to resign from the service of the Company. In such cases, the Company shall pay, in one lump sum, in addition to such other payments if any, for which he may be entitled, the balance, if any, of prolonged illness payment as set forth in (1) above, to which the employee would have been entitled.

3. If, at the end of the twelve (12) months unpaid leave as in (1) above, the employee is still unfit for work, he will be medically boarded out, by the Board of Panel Doctor, and compensated in accordance with the provision of Articles 54.

#### **ITEM 15: GAZETTED PUBLIC HOLIDAY**

1. Employees will be granted paid holidays on all public holidays gazetted by the Federal Government of the State Government in which the employee is serving.
2. If the Federal or State Government gazettes as Public Holiday which fall on a Restday, the Public Holiday shall be the working day immediately following the Restday and conditions on the gazetted public holidays shall apply.
3. If a gazetted public holiday falls on Saturday (off-day), then the public holiday shall be the first working day following the public holiday or restday as the case may be.
4. In the event of the public holidays observed by the Company falling on a day when an employee is on sick leave, annual leave or while on compassionate leave ( only for death, marriage or birth of child ) or falls during the period of temporary disablement under the Workmen's Compensation Act 1952 or, under the Employees Social Security Act 1969 (SOCSO), the Company shall grant another day as a paid holiday in substitution for such public holiday.
5. If an employee is absent on the work day preceding and/or following the public holiday, without prior approval or without reasonable excuse, he shall not be paid for the Public Holiday (s) and including the days for which the employee is absent.

#### **ITEM 16: STUDY LEAVE**

1. Leave for the purpose of study or training or examination shall be granted by the Company with pay at the sole discretion of the Company.
2. The Company shall give sympathetic consideration to the granting of leave with pay at its sole discretion in cases where the employee represents voluntary services, sports and culture teams for the State or Country.

#### **ITEM 17: PILGRIMAGE AND SUCH LIKE LEAVE**

1. The Company may grant employees, once during the course of their service with the Company, up to a maximum period of fifteen (15) days paid leave after they have completed a minimum of 5 years service with the Company.
2. Any employee intending to go on such pilgrimage leave, must apply in writing for such leave, at least three (3) months in advance and shall furnish documentary evidence.
3. Subject fo Item (1) and (2) above, such leave may be granted subject to the exigencies of service, as determined by the Company.

**ITEM 18: MEDICAL BENEFIT**

1. Employees shall be grandted free medical attention, treatment and medicine as prescribed by the Company's appointed doctor, including specialist fee if an employee is referred by the Company appointed to such a specialist. If an employee requires traditional treatment, confirmation from the Company or Government Doctor should be obtained to cover such medical leave for the purpose of obtaining the abovesaid treatment.
2. Subject to the Company's appointed doctor's referral and/or recommendation that the e,mployee be hospitalized, the Company shall bear the actual costs of 1<sup>st</sup> class accommodation (Government hospital, ward, medical and surgical charges up to a maximum of RM5,000.00 (Malaysian Ringgit: Five Thousand only) in the aggregated in each year.
3. The Company shall not bear the cost of the following:-
  - a. Medical/surgical or other appliances, including spectacles or glasses.
  - b. Dentures/Crowning.
  - c. Any expenses in respect of cosmetic/plactic surgery for purposes of beautification.
  - d. Any expenses arising out of self-inflicted injury, accident, illness or disease caused by misconduct.
  - e. Any expenses in respect of treatment arisin gfrom proven unlawful use of drug or narcotics.
  - f. Any expenses for treatment in mental cases.
  - g. Any expenses incurred in respect of illness, injury or disablement, arising from any proven fault, participation in or attending any hazardous sport, persuit or pastime, attempted suicide, the performance of any unlawful act, exposure to any unjustifiable hazards, except when endeavouring to save human life, provoked

assault, congenital anomalies, illegal abortive measures, excessive use of alcohol and any breach of the peace or disorderly conduct.

- h. Any expenses for treatment which is due to sexually transmitted diseases such as AIDS or any other related disease.
- 4. In case of any industrial accident, the employee will be given pay during the period of SOCSO LEAVE. However, in the case of the temporary disablement, the Company shall be entitled to recover from the employee any temporary disablement benefit awarded by the Social Security Organization.
- 5. Immediate dependants of the employee ( spouse and children ) will be eligible for hospitalization expenses and maternity expenses up to a maximum RM3,000.00 ( Ringgit Malaysia : Three thousand only).

The dependants of the employee will also be eligible for 100% reimbursement of the costs incurred for medical attention, treatment and medicine as prescribed by the Company's appointed Doctor up to a maximum of RM1,000.00 ( Ringgit Malaysia: One thousand only) in each year for the employee's immediate dependants.

6. Maternity Expenses

All female employees will be eligible for delivery expenses of RM3,000.00 per delivery up to 5 surviving children.

7. Dental Expenses

The Company will reimburse dental treatment charged ( of scaling, extraction and fillings only) to employees up to a maximum of RM500.00 ( Ringgit Malaysia: Five Hundred only) per annum.

**ITEM 19: GROUP PERSONAL ACCIDENT ASSURANCE**

All employees are covered on a group basis for death, personal accident, injuries or disablement over a 24 hours basis. The coverage provided is 48 times employee's monthly basic salary. The cover is exclusive of the coverage of eligible employees under the employees Social Security Act 1969.

**ITEM 20: FUNERAL EXPENSES**

In the event of death, the following payments will be extended to the employee or his next of kin, should he be deceased:-

- |    |                     |   |            |
|----|---------------------|---|------------|
| a. | Death of employee   | - | RM4,000.00 |
| b. | Death of dependants | - | RM 500.00  |
| c. | Death of parents    | - | RM 200.00  |

“ Dependant” is defined as spouse and his/her children.

“ Complete set will be furnished upon payment received, sorry.....”

### **EXECUTIVE SCHEME OF SERVICE**

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