



THE PINES 松
MELAKA 開

MESSAGE FROM THE MANAGEMENT

Welcome to PTS Leisure Sdn Bhd!

On behalf of the management and your colleagues, we would like to welcome you aboard to **PTS Leisure Sdn Bhd**.

At **PTS Leisure Sdn Bhd**, we are committed to quality and unparalleled standards in all aspects of our business. Our people are our asset; I believe that each staff contributes directly to the growth and success of the company. I sincerely hope that you will take pride in being part of the team too.

In time, you will be given vast opportunities to enhance your professional career and personal development, which make me confident and believe in your potential that you will proactively contribute towards the development and improvement of this organization as a whole. I am certain that you will continuously impart your creativity, wealth of knowledge, skills and dedication with us.

I trust that you will find **PTS Leisure Sdn Bhd** a friendly and rewarding place to work. Please let us know if you need any further assistance in facilitating your transition here.

Wishing you every success and look forward to reaching new heights with you.

Thank you.

Boo Kuang Loon
Chief Executive Office



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ARTICLE 1- INTRODUCTION

This handbook is to provide you with general information on its human resource policies, procedures, employee benefits as well as the conduct the Company expects from all employees.

The handbook shall apply to the following companies:-

- a. PTS Properties Sdn Bhd
- b. PTS Impression Sdn Bhd
- c. Impression Wonders Arts (M) Sdn Bhd
- d. PTS Leisure Sdn Bhd**
- e. PTS Tech Solutions Sdn Bhd
- f. Apple 99 Development Sdn Bhd
- g. Johan Kembara Sdn Bhd
- h. Any other companies that may be incorporated by existing shareholders from time to time.

Although the policies in this handbook have been written to be as comprehensive as possible, it is not exhaustive. Guidelines and procedures on Human Resources matters, where appropriate, will be issued from time to time to provide additional information.

INTERPRETATION

In case of disputes arising from interpretation of these policies, consultation should be sought from the Head of Human Resources Department who shall refer to the Management when necessary.

POLICY CHANGES

The Company shall introduce, remove or modify the policies, procedures, benefits or regulations at any time as the management deems fit.

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This handbook is the property of **PTS LEISURE SDN BHD.**



Vision

We deliver the ultimate experience through unique and personalized service creating timeless and everlasting memories.

Mission

To build a brand that is synonymous with warm service, understand and the unique Melaka charm.



Core Values

People

Our people the core of our business. We take pride in what we do, bringing together our individual expertise to exceed expectations with passion and teamwork.

Inspiration

We are inspired to continuously grow and acquire the skills and knowledge to serve our customer better.

Niche

Constantly seeking to find our niches, to ensure we have a competitive advantage as we seek to deliver innovative and exceptional experiences for our guests and stakeholders.

Experience

To take pride in creating value in the guest journey where interesting local experience is delivered and embraced.

Sensory

Every experience with **THE PINES MELAKA** is designed to delight your senses. The sights, sounds, tastes and texture combine to enrich every encounter.



ARTICLE 4 - STAFF CATEGORY

All personnel within **PTS LEISURE SDN BHD** shall be categorized as followings:-

Grade	Level	Designation
H1	Top Management	General Manager
H2	Management	Hotel Manager / Resort Manager
H3	Executive Committee	Deputy General Manager / Assistant Hotel Manager / Assistant Resort Manager
H4	Director – Exec Committee	Director / Assistant Director / Cluster Director / Cluster Assistant Director
H5	Senior Manager	Operation Manager / Assistant Operation Manager / Senior Manager / Cluster Executive Housekeeper
H6	Manager	Manager / Manager for Admin & Operation division; Executive Chef / Executive Housekeeper / F&B Manager / Banquet Manager / E-Commerce Manager / Maintenance Manager / Security Manager / QC Manager / FO Manager
H7	Assistant Manager	Sous Chef / Chinese Chef / Assistant Executive Housekeeper / Assistant F&B Manager / Assistant Banquet Manager / Assistant Maintenance Manager / Assistant Security Manager / Assistant FO Manager
H8	Executive	Executive for Admin division; Duty Manager / Outlet Manager / Junior Sous Chef / Housekeeping Manager / Chargeman / Chief Concierge / Chief Steward
H9	Supervisor	Supervisor / Chef De Partie / Team leader / Administrator / Coordinator / Demi Chef / Captain
H10	Rank & File Staff	Officer/ Commis / Security Officer / Technician / Waiter / Waitress / Front Office Assistant / Concierge Assistant / Steward / HK Attendant / Driver / Clerk



ARTICLE 5 – GENERAL SAFETY POLICY

SAFETY POLICY

The Hotel believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established the policies and procedures that allow us to provide safe and healthy working conditions. We expect each employee to follow these policies and procedures, to act safely, and to report unsafe conditions to his or her superior in a timely manner.

If, in spite of our efforts to ensure safe working conditions, any staff has an accident or becomes ill on the job, it should be reported to his or her superior immediately. Prompt medical attention shall be provided.



ARTICLE 6 – WORKPLACE SECURITY & USE OF COMPANY PROPERTY

WORKPLACE SECURITY POLICY

The Hotel is committed to maintain a safe and secured workplace. In order to maintain a safe working environment, the Hotel strictly prohibits employees and visitors from bringing any firearm or any weapons to the Hotel Premise.

CCTV and Card Access System are provided to ensure no unauthorized personnel from entering the Hotel Premise. All visitors/contractors/suppliers shall check in with the receptionist or Hotel security.

USE OF COMPANY PROPERTY / EQUIPMENT

Equipment essential in accomplishing job duties is often costly and may be difficult to replace. When using Hotel properties or equipment, employee is expected to exercise reasonable duty of care.

Employee at different category will be provided with certain equipment depending on the nature of work.

The improper, careless, negligent, destructive or unsafe use can result in causing damages of the equipment in which the employee will be fully held responsible.

REPLACEMENT OF EMPLOYEE IF BADGE / NAME TAG / ACCESS CARD / LANYARD

Employee should report immediately for any loss or theft of an Access Card to Human Resources Department for immediate termination on the card access.

Employee are required to submit Employee ID Badge / Name Tag / Access Card / Lanyard Request / Replacement Form (May refer to APPENDIX IV) to Human Resources Department for replacement. Replacement fees for the lost item will be incurred for Employee Access Card RM50.00, Name Tag RM15.00, Employee ID Badge RM10.00 and Lanyard RM10.00.



ARTICLE 7 – PRINCIPAL TERMS AND CONDITIONS

The following terms and conditions of service shall apply to all employees in the employment of the Hotel.

7.1 APPOINTMENTS

All appointments of employees shall be within the grades of H1 to H10. Every employee will receive a Letter of Appointment stating the details of employment, a copy of which will be required to be signed and returned to the Human Resources Department for record after the employee has acknowledged receipt and acceptance.

7.2 WORKING HOURS

7.2.1 Administrative & Management Division:

The employees from Executive Office, Sales & Marketing, Finance, Human Resources and Admin for F&B and Building department:

Mondays to Fridays	-	9am - 6pm
Saturdays (Alternate)	-	9am - 1pm
Sundays	-	Rest Day
Lunch hour	-	12.00 noon – 1.00 pm or 1.00 pm – 2.00 pm

Working hours and off days are subject to hotel policy and operational requirements. As Management employees, we are required to work long and unsociable hours with no overtime or compensation in lieu.

All employees in this category are eligible for alternate Saturday works. In the event that the Saturday falls on Public Holiday, the employee who is scheduled to work on that day, he/she shall be on duty on the following Saturday.

You may swap your alternate Saturday working day with your colleague by mutual agreement within the department. The changes must be done within the same month and he/she must immediately notify the HOD and the Human Resources Department of the changes.



7.2.2 Operation Division:

Grade	Working Hours
H1 – H6	<ul style="list-style-type: none">- Six (6) working days with forty-eight (48) working hours per week. As a Hotelier and a member of Managerial Level, you are expected to work more than 8 hours per day.- Alternate Off day - Based on Duty Roster assigned by HOD of respective individual department.- One (1) Rest day - Based on Duty Roster assigned by HOD of respective department.
H7 – H10	<ul style="list-style-type: none">- Six (6) working days with forty-eight (48) working hours per week.- One (1) Rest day - Based on Duty Roster assigned by HOD of respective department.
Lunch Hour	<ul style="list-style-type: none">- One (1) hour based on Duty Roster

7.3 TIME ATTENDANCE SYSTEM

It is compulsory for all employees, to clock-in and clock-out upon reporting and leaving for work daily. This shall be the source to enable Human Resources Department to determine the attendance. Failure to do so may lead to disciplinary action. It is a must for Operational employees to clock in and clock out during lunch hour. If an employee is unable to commence work on time, the employee is required to notify his/her Immediate Superior / Head of Department, then to HR Department at the earliest available opportunity at before working hours.

7.4 DRESS CODE

A. Female Category:

- Proper standard working attire or uniform as provided and shall look clean, neat and tidy. Tuck in if required.
- Name tag must be worn properly and at all times.
- Avoid tops cut too low, skirts cut too high and skirts or trousers that sit too low on the waist.
- Avoid spaghetti strip (except when worn smartly as a jacket suit under layer).
- JEANS OR CASUAL ATTIRE are strictly prohibited. Only pant suit or proper office long slacks / trousers are allowed.
- Hair should be kept in neat and tidy manner. Long hair should be neatly kept or tied / clipped.



- All staffs are compulsory wear moderate make up.

B. Male Category:

- Proper standard working attire or uniform as provided and should look clean, neat and tidy. Tuck in if required.
- Name tag must be worn properly and at all times.
- Managerial level must wear tie at all times.
- JEANS OR CASUAL ATTIRE is strictly prohibited. Only pant suit or proper office long slacks / trousers are allowed.
- Wear proper working shoes, must be cleaned and polished. No sandal, slipper or boots are allow.
- Socks must be worn in Black or dark coloured.
- Hair should be kept short, neat and tidy above the collar line.
- Moustache, beard or goatee are not allowed. Clean shaven at all times.
- Sideburn must be at mid-length of the ear.

7.4.1 Uniform Employee

Wearing uniform outside the hotel premises are strictly prohibited. This will also applies before, during and after working hours.

Employees are required to return the uniform to Housekeeping Department for washing on daily basis. No uniform is allowed to bring home or outside of hotel premises, unless approval from Hotel Management. Employees will be held responsible for any loss or damage to their uniform.

All uniforms provided are the property of **THE PINES MELAKA**. It is the obligation of the employee to return their uniform to Housekeeping Department on his/her last working day with the hotel and this will be done by settling the Clearance Form and Exit Interview issued by the Human Resources Department.

7.5 MEDICAL EXAMINATION

All new employees are required to declare their medical status upon the issuance of Letter of Appointment. The Hotel has the right to request the staff to undergo a medical check-up at any point of time as it deemed necessary. Employees who provide wrongful declaration can be terminated. Any employees found of misusing drugs or dangerous substance shall be terminated immediately upon confirmation from the doctor.



7.6 PROBATION AND CONFIRMATION

It is necessary for an employee to go through probationary period in order to assess his/her ability and suitability in a work situation. The probation period shall be as below:

Grade	Period of Probation
H1 – H8	6 months
H9 - H10	3 months

Should his/her performance be deemed unsatisfactory, the Company may extend the probationary period for another three (3) to six (6) months. If the employee fails to show any improvement, his/her service shall be terminated or otherwise his/her current position undertaken shall be reviewed and advised.

The probationary period may be extended, reduced or waived by Head of Human Resources Department after consulting with the Management. At the end of probationary period (either been extended or reduced), the employee shall either be confirmed in appointment or terminated from employment.

7.7 TERMINATION OF SERVICE

The employment with the Hotel may be terminated by either party, giving the other notice in writing or salary in lieu thereof without assigning any reasons for termination. The period of termination notices required are as below:

Grade	Employee Status	
	Confirmed Employees	Non-Confirmed Employees
H1 – H6	8.0 weeks	2.0 weeks
H7 – H8	6.0 weeks	2.0 weeks
H9 - H10	4.0 weeks	1.0 weeks



The notice shall exclude any accrued annual leave to which the employee is entitled unless such leave has previously been approved by the Hotel to be taken during the period of notice.

In the event that insufficient notice is served, payment in lieu of short notice, equivalent to the remuneration for the period of short notice given, will be made by the party serving the notice.

7.8 PROMOTION

The Hotel Management will encourage career development for any deserving employee and would consider to the existing employee for promotion, should there be any vacancies available. An employee may be considered for promotion to a higher job grade based on employee's performance exceeds the required standard, qualifications, suitability, readiness and individual department KPI. However, the Hotel may at its discretion recruit externally if required.

Employees who are promoted are required to undergo a probationary period up to six (6) months during which their performance shall be reviewed.

7.9 TRANSFER AND SECONDMENT

Employee may be transferred, assigned or seconded from one department, location, section, division, branch to another or from one company, subsidiary, Hotel or associate company to the other, existing now or in the future, and in some cases may be required to work overseas or may be also be required to undertake additional duties apart from the normal duties of the post to which he or she is appointed. The employee may also be seconded to any other company/Hotel as required by the management or due to operational requirements.

Employees shall follow the new transferred, assigned or seconded company Policy & Procedure, Employee Handbook.

Approval on transfer or secondment will be based on factors such as availability of vacancies and the suitability of the employee's skills. The timing of the transfer/secondment will also be dependent on the resources needed. The Hotel reserves the right to determine the roles of its employees as it deems appropriate. Approval for the transfer or secondment applied by the employees will be made on a case-to-case basis at the management's solely discretion.



The above transfer or secondment shall base on the best interests of company business as and when the Management deems necessary and shall not be disputed and must be strictly adhered to. Failure to adhere to such work arrangement or instructions shall constitute a breach of company policy and severe disciplinary actions can be taken against you for such breaches and misconduct, which may include termination of your employment with the company.

7.10 RETIREMENT AGE

An employee shall retire from service upon completing the age of sixty (60) years old. In instances, where only the year of service is known, the date of retirement is effective on 31st December of the year. In the absence of the birth certificate, the Company shall determine the date upon consultation with the statutory bodies governing birth and deaths.

If upon retirement and the services of an employee are still required, the employee may be re-employed with the new terms and conditions to be determined by Head of Human Resources Department.

7.11 INVOLUNTARY

An employee shall be deemed terminated if he or she has been continuously absent from work for more than three (3) consecutive working days:-

- a. Without prior leave application or
- b. Without reasonable reason/excuse or
- c. Without informing or attempting to inform the company.

7.12 CHANGE OF PERSONAL DETAILS

We maintain records of both employment history and personal details of employees. In order to keep the records up to date, we would appreciate your help in notifying the Human Resources Department of changes in any of the following information

- Marital status
- Home address & home telephone number
- Your bank account number
- Person to contact during emergencies
- Professional qualifications achieved



- New additions to your family
- Religion

ARTICLE 8 - REMUNERATION

8.1 SALARY ADMINISTRATION

Basic pay is determined by taking into account on the employee's experience, skills and leadership capabilities, as well as market rates of pay and internal peer groups.

All employees monthly salary shall be directly transfer into their account by 7th of each following month.

The computation of unpaid leave shall be based on each calendar month. A calendar month refers to period of duration from the first day of the month to the last day of the same month, e.g. 28th, 29th during a leap year, 30th or 31st days in other months of a year.

(i) Salary computation for incomplete service month

$$\text{Monthly Salary} = \frac{\text{No of total working days (including rest day)}}{\text{No of days in that month}} \times \text{Basic Salary}$$

(ii) Unpaid Leave computation

$$\text{Monthly Salary} = \frac{\text{No of unpaid leave}}{\text{No of days in that month}} \times \text{Basic Salary}$$

The salary of new employees who are officially employed on or after the 20th of each month will be paid in the following payroll month.

Employees shall strictly not to disclose any information concerning their salary to another employee. If any employee is found guilty of disclosing another employee's salary, the person shall be subjected to disciplinary action, whenever deemed necessary by the management. Any queries that you may have, e.g. incorrect payment, shortages, errors in deductions and etc., should be raised to Human Resources Department.



8.2 SALARY DEDUCTION

The Hotel shall make the following deductions from the employee's salary in compliance to the statutory requirements:

- a. Employee Provident Fund (EPF)
- b. Social Security Scheme (SOCSO)
- c. Employment Insurance System (EIS)
- d. Income Tax (PCB)
- e. Overpayment of salary
- f. Non-fulfillment of period of notice
- g. Recovery of advance/loan
- h. Other Government approved funds

8.3 ANNUAL SALARY REVIEW

Individual salaries are reviewed at the end of each fiscal year and adjustment (if any) are made effective on the January each year. All employees shall be evaluated by their immediate superior based on the criteria set. It shall also determine the method, rates or amount of such increment as it deemed fit based on the individual, departmental, Company, Hotel and group performance. Recommendation for salary increment must be accompanied by a Performance Appraisal duly approved by the Management.

The employee must be confirmed in his/her employment before the employee is entitled for annual salary review. The level of the annual increment shall be determined at the absolute discretion of the Company/Hotel.

8.4 PERFORMANCE REVIEW & PERFORMANCE BONUS

The performance review of each employee is to be conducted by his or her immediate superior at least once a year. During the appraisal period the performance will be reviewed accordingly and a new target is set for the following appraisal period. The performance review will be carried out based on two-way communication.

Recommendation for performance bonus must be accompanied by a Performance Appraisal duly approved by the Head of Department. Granting of bonus to employees shall be at the discretion of the Company/Hotel. The



performance of the Company/Hotel and the individual employees shall be taken into consideration in the award of Performance Bonus to the employees.

The eligibility for the payment of performance bonus is restricted to confirmed employees who are still in service on the day the bonus is paid. The performance bonus will be paid on a pro-rate basis to confirmed employees who have served less than twelve (12) months continuous service and who are in the payroll of the Company/Hotel at the time of payment.

If an employee who have obtained more than seven (7) days of Medical Leave shall not be entitled for bonus.

8.5 STAFF OVERTIME

Overtime shall only be worked at the request of the Hotel and with the consent of the employee, but such consent shall not be unreasonably withheld.

Overtime rates are calculated in accordance with the Employment Act 1955 or any amendments thereto or any re-enactment thereof. Overtime work shall be paid at the rate based on the following calculations:

Grade	H1 - H8	H9 - H10 / or basic salary less than RM2,000
Work on	Replacement Leave	Multiply hour rate of pay
Weekday overtime	Not Applicable	1.5 times
Saturday on duty	0.5 day	1.5 times
Saturday/Off day	1 day	1.5 times
Sunday/Rest day	1 day	2.0 times
Public Holiday (1 st 8 hours)	1 day	2.0 times



Excess of normal working hour on rest day/ 5 Public Holidays	Not applicable	3.0 times
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8.6 REPLACEMENT LEAVE

When requested by the Company, an employee from grade H1-H10, at the request of the Company, is required to be on standby to perform extra duties on rest days and public holidays.

Replacement leave will be granted based on:

Additional work for	Replacement Leave
Continuously 4 hours or more	0.5 days
Continuously 8 hours or more	1.0 days
Continuously 12 hours or more	1.5 days

The employee's superior shall inform HR Department for the said overtime / replacement leave with Replacement Leave Requisition Form (refer APPENDIX I : *Replacement Leave Requisition Form*) pre-approved by Management three (3) days in advance before commencement.

Employee who attending any Seminar or Training during their normal working day and off day are NOT allowed to claim for overtime / replacement leave, approval is based on Management absolute discretion.

The duty hours performed for claiming the Replacement Leave shall not be based on accumulative hours of different days of duties performed and are excluded break hours, travelling times, event set up and post event clean-up.

A replacement leave shall be utilized within three (3) months from the date of replacement leave is earned. Any unutilized replacement leave shall be automatically forfeited after the grace period of three (3) months.

8.7 REPLACEMENT LEAVE FOR OVERSEAS BUSINESS TRIP

Employee will be entitled to replacement leave as follows when requested by the company for business trip:



a. Employee working on overseas business trip shall be entitled to maximum a day's replacement leave for work performed on rest days or Public Holidays during the overseas Business Trip.

b. On **overnight flight**, the employee is entitled to the following replacement leave on the following day:

Flight time to Kuala Lumpur Airport	Replacement Leave
Arrival time between 12.00 am to 5.00 am	0.5 day
Arrival time after 5.01 am	1.0 day

ARTICLE 9 – LEAVE ENTITLEMENT

9.1 ANNUAL LEAVE

The number of annual leave is entitled by an employee will be as follows:

Annual Leave Entitlement (days)				
Grade	<2 years	2 – 5 years	5 – 8 Years	>8 years
H1 – H4	14	16	18	20
H5 – H8	12	14	17	19
H9 – H10	9	12	16	18

a. An employee is entitled to the annual leave on a pro-rated basis. Thus, the employee will be qualified for leave entitlement proportionate to the months of services in the current calendar year. The cut-off date for annual leave computation of new join employee is 15th of the month.

For example:

- Join date on 1st to 15th of the month -> consider as current month.
- Join date on 16th to 31st of the month -> consider as following month.

Provided that any fraction of a day of annual leave so calculated which less than one-half of a day is shall be disregarded, and where the fraction of a day



is more than one-half, it shall be deemed to be one day. The same apply to employees that terminate his / her contract of service without completed twelve (12) months of continuous service.

b. For the purpose of determining the years of service, employment within the Group of Companies will be deemed as continuous service.

c. At the end of a calendar year, the employee is only allowed to carry forward the balance of the annual leave until February of the next calendar year. All unutilized balance annual leave days will be automatically forfeited after February of the next calendar year.

d. The employee is required to apply for leave at least three (3) working days in advance. The leave shall be subjected to the approval of the Company based on the existing procedure. The Company has the right to cancel any approved leave as deemed necessary.

e. Should the leave applied be less than three (3) working days in advance, it shall be deemed as Emergency Leave.

f. Leave taken on Saturdays shall be considered as one (1) day.

g. Payment in lieu of annual leave will not be made if an employee is dismissed from employment by the Company due to misconduct.

9.2 MEDICAL LEAVE & HOSPITALIZATION LEAVE

On the recommendations of the Hotel's panel doctor or the registered medical practitioner/officer, the employee shall be entitled to a paid sick leave as follows:

Where no hospitalization is necessary

- a. Fourteen (14) days in the aggregate in each calendar year if the employee has been employed for less than two (2) years;
- b. Eighteen (18) days in the aggregate in each calendar year if the employee has been employed for two (2) to five (5) years;
- c. Twenty-two (22) days in the aggregate in each calendar year in the employee has been employed for more than five (5) years.



Employees are not entitled to a paid medical leave on rest days, off days, maternity leave or during periods which they are receiving compensation for disablement under workmen's compensation or social security. Medical leave in excess of the eligibility shall be deductible from the employee's annual leave entitlement of the employee concerned.

Employee who absents himself/herself for medical leave without certificate from a registered medical practitioner or equivalent, or who has obtained such certificate but fail to inform or made a reasonable attempt to inform the Hotel within forty eight (48) hours of the certified sickness shall be deemed to have absent himself/herself without permission or reasonable excuse. Its shall be deemed as Absent Leave without approval.

Where hospitalization is necessary

Sixty (60) days in the aggregate, including sick leave in each calendar year.

Employees who are absent from work due to illness and/or injury must produce a medical certificate from the Hotel's panel doctor or registered doctor's certification and/or hospitalization evidence.

SELF-REPORTING OF CONTAGIOUS DISEASES

Employee shall report voluntarily if they are suffering from any contagious diseases and shall inform any contagious diseases prevailing in their home or surroundings.

Employees with open wounds, cuts etc. should not work in the public areas.

Supervisors, employees and patient himself/herself shall report to the respective Head of Department if notice there is any colleagues is suffering from contagious diseases for creating the Safety and Healthy work environment.

Failure to report, appropriate disciplinary action will be taken against the employee.

9.3 PROLONGED ILLNESS LEAVE

In the event that an employee who were contracted with tuberculosis, cancer, cerebral thrombosis, leukemia, leprosy, paralysis and prolonged illness which requires long-term treatment certified by a Hotel's panel doctor, a registered medical practitioner, or any Government medical office shall be entitled on the following basis:



- a. First three (3) months - full basic salary
- b. Next three (3) months - half basic salary

At the end of the six (6) months, the Hotel will review the situation and shall at its discretion, terminate your employment with the reason of medically boarded out. The medically boarded out employee shall be provided with compensation as follows:

Length of Service	Entitlement (Last drawn of monthly basic salary)
Less than 5 years	1 month
More than 5 years but less than 10 years	2 months
More than 10 years	3 months

After the employee has been medically boarded out, the Hotel will try its best to place the employee under SOCSO pension scheme if the employee is entitled. However, the acceptance of the employee under the SOCSO pension scheme shall be determined by the SOCSO board guided by the SOCSO Act 1969 and the Hotel has no jurisdiction over it.

9.4 PUBLIC HOLIDAY APPLICABLE TO ADMINISTRATION EMPLOYEES ONLY

The Hotel recognizes all Public Holidays gazetted by Federal and State Government, the number of which may vary from state to state.

When a Public Holiday falls on the nominated rest day, the Hotel will declare the next working day as a holiday in lieu. Employees shall recognize the gazetted Public Holiday in the state he/she is currently assigned to.

Approval for ungazetted Public Holiday shall be made at the sole discretion of the Company. All employees will be informed of such holidays.



An employees who absent himself/herself from work on a working day immediately preceding or immediately succeeding a Public Holiday of two (2) or more consecutive Public Holidays or any day/days substituted therefore without prior consent of the Hotel shall not be entitled to any holiday pay for such holiday or consecutive holidays unless he has reasonable excuse for such absence.

As for the Operational Employees, the employee shall only be entitled to 1 (one) day replacement for the gazette Public Holidays which the hotel recognizes.

9.5 REST DAY

9.5.1 OFFICE HOUR & ADMIN EMPLOYEE ONLY

- a. Sunday or any other day gazetted by the State Government shall be considered as the rest day.
- b. In the event that the Public Holiday falls on the rest day, the following day shall be considered as the Public Holiday.
- c. Permanent Sunday or any gazette rest day by Government is only applicable to office hour employee only.

9.5.2 OPERATION DIVISION

- a. Rest day for operational employee in Front Office, Housekeeping, F&B, Kitchen, Banquet Operation & Security, are accordance to his/her duty roster, scheduled by each of the individual HOD or Manager.
- b. In the event that employee is required to perform duty in the hotel due to operational requirement, he/she is entitled to overtime pay/ replacement of leave/hours. (Refer to table 6.5)
- c. Head of Department shall apply Work on Rest Day/Overtime with prior approval from General Manager before staff is allowed to work on a rest day or overtime.



9.6 MARRIAGE LEAVE

- a. A confirmed employee is entitled for three (3) consecutive working days paid marriage leave on occasion of their first legal marriage, on production of the marriage certificate of proof of his/her marriage.
- b. All applications must be forwarded one (1) month in advance to obtain approval from the management.

9.7 MATERNITY LEAVE

- a. A female employee will be granted a maximum of sixty (60) consecutive days of maternity leave with full pay. Maternity will only be granted after twenty eight (28) weeks of pregnancy.
- b. This shall applies up to five (5) surviving children of the employee first legal marriage.
- c. Female employee who is expecting shall immediately notify the Company of their pregnancy in advance.
- d. Leave of absence due to miscarriage during the first twenty eight (28) weeks of pregnancy will be considered as normal leave i.e. sick leave, hospitalization leave, annual leave or unpaid leave etc.

9.8 PATERNITY LEAVE

- a. A confirmed male employee will be granted two (2) working days paternity leave on the occasion of the birth of his legal child up to five (5) surviving children.
- b. The employee shall be required to produce documentary evidence to the satisfaction of the company in support of the above to qualify for the benefit upon his return to work.

9.9 EMERGENCY LEAVE

The employee may apply for an emergency leave from the Hotel with valid reason. However, employee shall notify his/her superior and Human Resources Department immediately. The leave must be attached with supporting document and forward to Human Resources Department on next working day. The leave shall be deducted from the annual leave entitlement,



otherwise it shall be considered as no pay leave. The maximum accumulated days for Emergency Leave is three (3) days per year. Exceeded Emergency Leave will not be entitled for the Performance Bonus.

9.10 COMPASSIONATE LEAVE

Employees will be paid for up to five (5) days to attend the funeral of their immediate family, such as a spouse, children, parents, grandparents and siblings. If additional time off is required, employee should obtain approval from the respective manager.

Compassionate Leave	Days
Death of spouse, children	5 consecutive days
Death of immediate parents, immediate parents-in-law, siblings & grandparents. Excluded step father/mother/parents In-law	3 consecutive days
Natural disaster such as flood, fire etc.	2 consecutive days

Employee who take compassionate leave must produce and submit relevant supporting documentary to HR Department upon returning to work.

9.11 ABSENCE WITHOUT LEAVE

- a. An employee shall be considered as absent without leave if he/she failed to notify his/her superior of his/her absence or obtain prior permission for such leave.
- b. An employee shall be deemed to has broken his/her contract of service or for service if he/she is continuously absent from work for more than two (2) consecutive working days without prior leave from his/her superior, unless he/she has reasonable reasons for such absence and has informed his/her superior of the same prior to such absence. In the event of such willful breach, the Hotel may terminate the employment without notice.



9.12 TIME OFF

- a. Time off is only allowed for up to maximum 2 hours, applicable for emergency needs only with prior approval from HOD. The approved Time Off Application Form shall submit to HR. [May refer APPENDIX I: Time Off Application Form]
- b. Leave application is required, if time off taken more than 2 hours.
- c. The taken time off shall be replaced within 3 working days.

9.13 OTHERS

During peak season the company have the right not to approve the employee replacement leave or annual leave. Especially during Chinese New Year, Hari Raya, Agong's Birthday, weekend school holidays and etc. Replacement leave or Overtime shall be paid should you are required to work on the Public Holiday (refer table clause 8.5).

ARTICLE 10 – INSURANCE & MEDICAL BENEFIT

10.1 INSURANCE

10.1.1 HOSPITALISATION

The Hotel will provide insurance coverage in respect of hospitalization to confirm employees

- a. Group Hospitalization & Surgical Insurance
 - Covers Hospitalization & Surgery due to sickness or accidental causes (refer to HR on policy contract for details and entitlement)
 - Waiting period applied for specific illnesses: One hundred and twenty (120) days from date of insured.

The Hotel may reserves the right to withdraw, amend, reduce or increase the coverage at its sole discretion of the company.



10.2 OUTPATIENT MEDICAL TREATMENT

Employee is eligible to receive free outpatient medical attention at the expense of the Hotel and the outpatient medical entitlement and limit shall be as follows:

Grade	Monthly Entitlement
H1 – H4	RM 200
H5 - H8	RM 100
H9 - H10	RM 80

Employees are advised to get medical treatment from the Company's Panel Clinic (refer APPENDIX II: *List of Company Panel Clinics*). Any outpatient medical treatment (if any) other than Company's Panel Clinics will NOT be borne by the Company unless special approval granted by HOD/HR/General Manager in advance.

Any excess from the amount shall be borne by the employee. An employee who were caught misusing the facility shall be subjected to a serious disciplinary action.

Medical benefits incurred shall support by original bills/receipts before payment or reimbursement is made by the Company. Reimbursement shall be made upon submission of claims to HR department based on monthly entitlement coverage. Medical Claims and Medical Certificates from Traditional Chinese Medicine (TCM) Practitioner are not accepted.

For any serious illness or accident case, employees are advised to go General Hospital Melaka or any other *Government Hospitals / Clinics* for medical treatment. The Company will not bear any medical claims from private hospital without prior approval from Management.

For specialist treatment, employees are required to produce referral letter from the Company's Panel Clinic and prior approval must be obtained from the Human Resources Department before proceeding to make appointment with any medical specialist.



The above mentioned outpatient medical treatment does not cover the following treatments:

- Pregnancies, abortions, miscarriages, confinement, treatment pertaining to infertility, prenatal and postnatal care;
- Self-inflicted injury, suicide or attempted suicide;
- Plastic surgery / treatment for beautification purposes;
- Injuries or diseases arising from consumption of alcohol, narcotics or similar drugs or agents;
- Optical consultation and lasik procedure;
- Injuries sustained as a result of participation in wrongful or dangerous activities on part of staff;
- Preventive medicine e.g. vitamins, vaccinations (i.e. Immunisation against hepatitis, rubella etc.);
- Physiotherapy sessions;
- Sexually transmitted diseases;
- Alternative therapies e.g. acupuncture, food supplements, vitamins, herbal cures, chiropractic, osteopathy, reflexology etc.;
- Topical allergy testing;
- Routine physical examination or health check-up
- Any specialist treatment
- Long term treatment e.g. high blood, diabetes

ARTICLE 11 – TRAVELLING ARRANGEMENT AND ALLOWANCES

11.1 BUSINESS TRAVEL

a. Hotel / Accommodation

Where overnight stay is required, the type of hotel to which the employee is accommodated shall be subject to the limits as follows: -

Grade	Within Country	Zone A	Zone B
H1	RM 300	RM 600	RM 300
H2 – H3	RM 250	RM 450	RM 250
H4	RM 250	RM 400	RM 250



H5 – H6	RM 200	RM 350	RM 200
H7 - H8	RM 150	RM 300	RM 150
H9 - H10	RM 100	RM 250	RM 100

Zone A - Japan, Singapore, Hong Kong, Korea, USA, Australia, Europe

Zone B - China, Taiwan, Thailand, Vietnam, Indonesia, Philippines, Cambodia

Should more than one employees of the same gender travel together, both of their entitlements can combine (Example: Employees from grade H4 & H6 (Zone B), both are allowed to check in to one (1) twin-sharing room priced at maximum RM450.00/night).

b. Flight/Cruise Class

If the employee is required/ approved by the Hotel to perform duties overseas, he/she shall be entitled to the flight class travel as follows:-

Grade	Within Country	Overseas
H1 - H10	Economy Class	Economy Class

Not more than three (3) employees from the same management team should travel on the same aircraft. Unless flight hour more than seven (7) hours and above to destination, and or special approval or permission from the Hotel Management or PTS Properties EVP or CEO.

11.2 TRANSPORTATION

a. Petrol, Mileage, Toll & Parking

Category	Company Car	Car/Motorcycle Allowance	Traveling Allowance	None of above
Petrol	All areas	N/A	N/A	N/A
Mileage – Car	N/A	Outstation only 40 cents	Outstation only 70 cents	All area 70 cents



Mileage – Motorcycle	N/A	N/A	N/A	All area 30 cents
Toll	All areas	Outstation only	Outstation only	All area
Parking	All areas	Outstation only	Outstation only	All area
Maintenance	Yes (Reimbursement basis)	N/A	N/A	N/A
Road Tax & Insurance	Renewal by Admin	N/A	N/A	N/A

Standard Mileage Claim Guideline

- From Oasis Office to Pirate Island Resort & Theme Park – 150km per way
- From Oasis Office to The Pines Hotel – 160km per way
- From Oasis Office to Impression City site – 170km per way

Other than above, all mileage claim must attach Google Map and original copy of the approved Outstation Requisition Form must be attached for all mileage claims.

b. Public Transportation

An employee is eligible to claim the fare of public transportation (receipt) i.e. taxi, bus, train on all approved business trips for outstation or oversea. Taxi fare to airport or vice versa shall be based on the employee work station based.

c. Outstation Requisition Form & Staff Claim Form

Employees shall fill in the “Outstation Requisition Form” (refer to attached APPENDIX III) and get approval from the Head of Department for Company’s businesses or activities. The form shall be submitted to the HR Department for attendance record, and to the Accounts Department for claim purposes. Employees shall submit the “Staff Claim Form” (refer to attached APPENDIX IV) to the Accounts Department by the cut-off date of 5th of the following month, supported by original bills/receipts and the original “Outstation Requisition Form” which approved by the Head of Department.

d. Travelling Allowance

Travelling Allowance are not liable for EPF contribution in accordance to EPF Act 1991.



11.3 MOBILE PHONE ALLOWANCE

An employee who has been identified and approved mobile phone subsidy as below:

	Entitlement
HOD, S&M Dept.	SIM cards / Phone Allowance based on the Job requirements and responsibilities proposed by HODs with Management Approval.

An employee shall turn off international data roaming when travelling abroad. He or She may purchase a portable Wi-Fi device when the business travel is scheduled for more than 3 days. And, portable Wi-Fi device shall be on sharing basis up to 5 employees who has oversea business assignment together.

11.4 REFRESHMENT/ENTERTAINMENT REIMBURSEMENT

Employee from grade of H1 - H6 is eligible for reimbursement of entertainment/refreshment expenses. This allowance shall also be applicable to H7 - H10 subjected to the approval of the Head of Department/Division/ Company.

Grade	On / Off-Site Quantum
H1 - H2	RM 3,000 per month
H3 – H4	RM 1,000 per month
H5 – H6	RM 800 per month
H7 - H8	RM 100 per month Subject to Management approval
H9 - H10	RM 50 per month Subject to Management approval

The purpose and name(s) of client need to be stated on the bill. In the event of, if this expense is exceeded the above specified limits, the employee shall justify the claim and is subjected to the Hotel Management approval.



NOTE: Any entertainments between staff/colleagues are required to obtain approval from the Management.

11.4.1 Officer's Check (OC) Based on Food Cost

Grade	Limit
H1 - H2	RM 500 per month
H3 – H4	RM 300 per month
H5 – H6	RM 150 per month
H7 – H10	Not entitled (Employee Canteen)

Only applicable for employee who perform duty after working hour. Except for H1-H4 are eligible throughout the Hotel operation hour.

The Officer's Check will only be extending to persons holding managerial positions and above.

- Officer's Check benefit is only applicable to employee who perform duty after working hour, or after lunch and dinner hours at our Staff Canteen and is not extended to family members or to third parties.
- The time slots below are **strictly NOT ALLOWED** to utilise the Officer's Check in the Outlets:
 -
 - Breakfast : 7.30am – 10.00am
 - Lunch : 12.00noon – 2.00pm
 - Dinner : 5.00pm – 7.00pm
- Officer's check are not applicable for room service and take away service.
- Officer's check must be signed at the time of consumption.
- General Manager/F&B Manager reserves the right to amend or alter or withdrawn or reject the F&B service as when and where is needed.



11.5 OUTSTATION OVERNIGHT DINNER ALLOWANCE

An employee shall be entitled to claim for dinner allowance during outstation sales/training. This allowance shall be applicable to Grade H1 - H8 subjected to the approval of the Head of Department/Division/Company.

The employee entitlement shall be in accordance to the followings:

Grade	Entitlement
H1 – H4	By Receipt
H5 - H8	RM 30 per day
H9 – H10	Not entitled

11.6 RECEIVING OF GIFT/TIPS/PRESENT

Any employee who received any gift, tips or present, voucher, cash or cheque more than minimum value of fifty (RM 50) from hotel guest, contractor, supplier or individual, but failed to inform or report to his/her immediate supervisor or manager for clearance or for record within twenty four (24) hours from the point of receiving, will be subjected to further investigation, followed by necessary disciplinary action if he/she is found guilty of any misconduct in this instance.

11.7 OTHER CLAIMS

The Hotel shall reimburse any incidental expenses of outstation staff while performing Company duties such as:

- a. Laundry expenses if the employee is required to stay outstation for more than seven (7) consecutive days;
- b. Taxi and related expenses.



ARTICLE 12 – STAFF WELFARE

EMPLOYEE'S LIFE-STAGE BENEFIT

All employees are entitled to the life-stage benefits as below:

Benefit	Description	Entitlement
Marriage	Only for the first legal marriage. If the couple is from the same Group of Companies, only one (1) employee is entitled to this.	RM 500
Child birth	For child birth and up to fourth child birth. If the couple is from the same Group of Companies, only one (1) employee shall be is entitled to this. If the new born are twins/triple, the employee is entitled to double/triple of this.	RM 200 RM 200
Compassionate	Upon the death of the employee (condolences to spouse) Upon the death of spouse Upon the death of parent/children	RM 1000 RM 500 RM300

The employee must inform and forward a supporting document (i.e. marriage cert, child's birth cert or death cert) to Human Resources Department as prove of changes of life-stage and entitlement to this benefit.



ARTICLE 13 – LONG SERVICE BENEFIT

13.1 LONG SERVICE BENEFIT

Long service awards are presented to long service employees in recognition of their contributions to the company. Employees will receive an award after completion of 5 (five) years' service, 10 (ten) years' service, 15 (fifteen) years' service, and 20 (twenty) years' service.

Year of Service	Token of Appreciation Worth Up To
completed 5 years' service	RM3,000.00
completed 10 years' service	RM5,000.00
completed 15 years' service	RM8,000.00
completed 20 years' service	RM10,000.00

The performance of the Company and the individual employees shall be taken into consideration in the award of Long Service Award the employees.

ARTICLE 14 – TRAINING AND DEVELOPMENT

The Hotel believes Training & Development of employees is an on-going process and Human Resources Department entrusted with the responsibility of planning and organizing internal training programs for all employees. With this intention, Human Resources Department will co-ordinate the appropriate training / courses required by the respective Supervisor. Human Resources Department will maintain a record of all training / courses attended by the employees.

All employees shall have fair and equal opportunity to participate in development assignments, programs and courses to commensurate with the employee's performance and potential.

SPONSORSHIP OF CONFERENCE, SEMINAR AND TRAINING

The Hotel will sponsors potential employees and prospective employees for job development through attendance and participation in approved conference, seminars and training/courses which are directly related to Hotel's operation, activities and objectives. Approval is at the sole discretion of the Management.

Prior completion of the course or conference attendance, the employee may be required to sign a contract to serve the Hotel for specified duration of time. Any employee who breaches the contract will be liable to compensate the Hotel the pro-rate amount for any incomplete bond period served as specified in the contract.

Any proposal for training is to be recommended by the respective Superior and verified by Human Resources Department before approval from the Management.

Pertaining to Hotel's sponsorship for courses, upon completion of the course, the employee may be required to serve a personal bond for a period to be decided by the Hotel as below:

Description	Period Bond by Company
Course fees not more than RM5,000	1 year
Course fees between RM5,001 to RM10,000	2 years
Course fees between RM10,001 to RM20,000	3 years
Course fees more than RM20,001	4 years

Employees attending Hotel's sponsored training/courses are required to furnish the course materials to Human Resources Department, which shall be made available for other employees for reference. Any Certificate of Attendance obtained after attending the training/courses, a copy of the same shall be extended to Human Resources Department for filing purposes.

**ARTICLE 15 – CODE OF CONDUCT AND DISCIPLINE
ALL STAFF ARE EXPECTED TO ABIDE BY THIS POLICY.**

15.1 GENERAL POLICIES

The Hotel must ensure that reasonable standard of work and conducts are maintained. The Hotel is however, equally concerned to ensure fair treatment for employees, if and when action has to be taken if they have failed to meet the necessary standards and such cases will be dealt with in accordance with a



procedure that ensures that observances of the rules of natural justice. All employees shall be required to observe and adhere to the followings:

- a. At all times faithfully and diligently perform such duties and accept such responsibilities as may from time to time be assigned to you by the Hotel and at all times endeavor to utmost of your ability to promote and advance the interest of the Hotel.
- b. To obey and comply with all orders given to you by the Hotel and faithfully to observe all the rules, regulations, procedures, practices and policies of the Hotel, whether express or implied, for the being in force for the management of the Hotel's business in all respects.
- c. If called upon to do so and without any further remuneration than is provided, perform your duties not only in respect of the Hotel but also any associated or related Company as may be required from time to time in any country in which the Company operates.
- d. Not only during the continuance of your employment with the Hotel to engage directly or indirectly in any other business or occupation whatsoever either as principal, agent, servant, broker or otherwise or to engage in any activity to the detriment, whether direct or indirect, of the Hotel's interest, including the interest of any Company/ Hotel or associate with or related to the Company.
- e. Not at any time be guilty of any act or conduct causing or calculated to damage the Hotel, its property, reputation or general interest and in all respects and at all times conduct yourself with propriety and decorum.
- f. Not any time during the continuance or after the termination of your employment with the Hotel except by the direction or with express approval of the Hotel, divulge either directly or indirectly to any person of Hotel, knowledge or information which you may acquire during the course or incidental to your employment by the Hotel concerning the affairs or property of the Hotel or its associated or subsidiary companies or any associated or related Hotel may be or may have been concerned or interested.
- g. Employees are not permitted to use the Internet for the followings:
 - (i) Browsing the internet other than for obtaining work-related information.
 - (ii) Unauthorized downloading
 - (iii) Viewing of pornographic/ cult materials.
 - (iv) Obtaining materials connoting sexual immorality or cults and/or displaying on a computer screen.



- (v) Online chatting, other than for work-related purposes.
- (vi) Any areas not covered above but are illegal and affecting the image of the Company/ Hotel.
- (vii) **h. Using Company Assets and Premises**

All the company assets, whether physical or intangible and company premises, must only be used for legitimate and authorized business purposes. Employee are responsible to protect the company's assets includes its proprietary information, trade patents, trademarks, service marks, copyright material or others intellectual property and company premises.

- (viii) **i. Acceptable use of Internet, Mobile Technology & Social Media**

Company provides staff IT resources and Internet access for performing task/ work-related & for business purposes. Employee who suspected misuse of company assets, systems, data, misuse of social media with **carry Company Identity** and unapproved or unauthorized shares by company on social media will be investigated and could result in disciplinary action which may include dismissal and legal action being taken.

Employee shall get appropriate permission via your respective **HODs** and **Marketing Department** if to use Companies copyrights, copyrights materials, trademarks, service marks or other intellectual property prior to able share or post to Social Media [Facebook, Instagram, YouTube, Whatsapp, Messenger, WeChat, QQ, SinaWeibo, Twitter, LinkedIn & etc].

- (ix) **j. Gifts, Entertainment And Hospitality Policy**

The company prohibits the use of improper gifts, entertainment and travel to influence business decisions. You must comply with all applicable policies, procedures, laws and regulations related to the use of gifts, entertainment and travel in all countries in which the Group operates.

Employee shall never accept anything of value which could be described as an inducement or could result in him/her not acting objectively or effectively. Giving or accepting bribes is unacceptable and constitutes misconduct which could result in severe disciplinary actions, including dismissal as well as criminal proceedings. In the event EMP decides to provide or to receive any hospitality or gifts, he or she shall submit Pre-Approval for Provision of Gifts/ Hospitality Form or Record of



Gifts/Hospitality Received by A Member of Staff Form to HR Department for record keeping after obtaining approval from Management.

15.2 MISCONDUCT

The Hotel reserves the right to terminate an employee on ground of misconduct or where an employee has failed to meet the required standards after due warnings have been served.

Improper behaviour, work performance, failing to meet required performance standards, breaching the Hotel's Policies, unpleasant as it is to have to bring up, there will be occasions when employee will not act as expected or required by the organization.

Disciplinary Guidelines

Categories of Misconduct

Misconducts generally falls under two (2) categories:

Minor misconducts, i.e. a minor breach committed on an occasional basis, such as:

- Abuse/Misused of Company facilities/vehicle/asset
- Habitual Lateness
- Smoking in a non-smoking designated area
- Failure to comply with the company dress code
- Carelessness in the performance of duties
- Occasional absence from the work place
- Not wearing proper safety equipment when required to
- Not wearing proper uniform while on duty
- Wearing Hotel uniform outside of hotel premises during, before or after working hours. (Except Lunch Time)
- Absent without leave
- Malingering
- Negligent performance of duties leading to minor losses
- Excessive time away from the job
- Unsatisfactory attitude to colleagues, costumers, visitors or vendors.
- Misused of phone (Company / Personal)
- Use of foul / abusive / profane / sarcastic language
- Failure to adhere to Company's rules and procedures



- Sharing on salary information

A minor misconduct becomes a serious or major misconduct if it is repeated within a short period of time. Due regard is also given to surrounding circumstances such as seniority of post and duties of the employee, and the effect of the breach to the organisation.

Examples of serious acts of misconduct are as follows. Note, this list is not exhaustive:

Attendance

- Comprises absenteeism, habitual late-coming, malingering (false MCs)

Performance

- Comprises repeated poor performance despite adequate opportunities to improve
- Sleeping while on duty (depends on job nature)

Breach of Hotel's Code of Conduct and policies

- Comprises unauthorised disclosure of trade secrets/confidential information, unauthorised collection of money, dishonesty, solicitation, conflict of interest, wilful or careless spoilage, waste, destruction of factory's property, gambling in Hotel's premises, failure to monitor budget overruns, failure to maintain Hotel records for stipulated periods, watching pornography, illegal drug usage in the Hotel's premises, negligence resulting in financial losses.

Breach of rules on safety and hygiene

- Comprises coming to work under influence of alcohol or drugs or working under the same
- Repeated refusal to wear proper safety equipment at workplace or non-adherence to safety policies
- Never complied to Hotel Food & Beverage, Kitchen Hygiene guideline or operation requirement
- Never follow department standard operating procedure guideline



Insubordination

- Refusal to comply with lawful instructions of superior officer

Committing acts of sabotage

- Comprises go-slow, illegal strikes, incitement

Endanger life or safety of employees, or damage to their/company/ Hotel's property or visitors to the Hotel

- Comprises fighting, uttering threats, damaging property

Committing acts which result in imprisonment under Malaysian laws, or exposes the company/ Hotel to civil suits or criminal charges

- Comprises theft, pilfering, fraud, CBT, tampering with Customs' sealed doors, usage of illegal software in company-owned computers

Creating disharmony within the organisation

- Comprises solicitation, booing, jeering, making racial slurs

Committing acts which are inconsistent with terms and conditions of service stated in the contract of employment.

Disciplinary Action

Disciplinary action refers to the application of remedial and corrective measures to prevent recurrence of the undesirable behaviour which violates Hotel policy, rules or regulations. It includes processes which are meant to assist employees in accepting and abiding by Hotel standards.

Generally, disciplinary actions may include, but not confined to:

- Verbal warnings
- Written warnings
- Withholding of benefits such as non-contractual increments and performance bonus etc.
- Demotion



- Suspension
- Dismissal, summary or with notice
- Such other remedial measure taken to improve the employee's misconduct as a whole.

15.3 GRIEVANCE PROCEDURE

A "grievance" is defined as a personal complaint by an employee concerned which he/she brings to the attention of his/her immediate superior and is subsequently not settled to the satisfaction of the employee.

It is the intention of the Hotel that any grievance arising between the employee and Hotel be settled as equitably and as quickly as possible. An employee who is aggrieved by an action of the Hotel may seek redress orally or in writing to his superior stating the nature of his complaint.

Any grievance which is not presented by an employee to his immediate superior within one (1) week of the date of occurrence of the alleged grounds for complaint shall not be considered.

All grievances shall be resolved through the following procedures:-

Step 1

An employee shall bring up his/her problem/grievance to his/her immediate superior by the quickest possible means.

Step 2

If the employee fails to obtain satisfaction from his/her immediate superior, he/she may within three (3) working days of the date of the decision given, refer the matter to the department head for further consideration.

Step 3

If the employee is still dissatisfied by the decision given by the Department Head, he/she may then within three (3) working days of the date of the decision given, the employee may then refer the matter to the Human Resource Department (if applicable or the highest level of appeal to be decided appropriately) for resolution.



15.4 SEXUAL HARASSMENT

We are serious about ensuring that the work environment is free from any form of sexual harassment. To this regard, protection from sexual harassment is a responsibility it shares with its employees.

The basis of the Sexual Harassment Policy is premised on the guidelines laid down by the Ministry of Human Resources in the Code of Practice on the Prevention and Eradication of Sexual Harassment at the Workplace.

Definition and Forms of Sexual Harassment

Generally, sexual harassment falls under two (2) categories, i.e. sexual coercion which refers to harassment that results in some direct consequence to the victim's employment; and sexual annoyance, being sexually-related conduct that is offensive, hostile or intimidating to the recipient, but nonetheless has no direct link to any job benefit.

Sexual harassment encompasses various conducts of a sexual nature which can manifest themselves in five possible forms, namely:

- a. Verbal harassment - for e.g. offensive or suggestive remarks, comments, jokes, jesting, kidding, sounds, questioning.
- b. Nonverbal/gestural harassment - e.g. leering or ogling with suggestive overtones, licking lips or holding or eating food provocatively, hand signal or sign language denoting sexual activity, persistent flirting.
- c. Visual harassment - e.g. showing pornographic materials, drawing sex-based sketches or writing sex-based letters, sexual exposure.
- d. Psychological harassment - e.g. repeated unwanted social invitations, relentless proposals for dates or physical intimacy.
- e. Physical harassment - e.g. inappropriate touching, patting, pinching, stroking, brushing up against the body, hugging, kissing, fondling, sexual assault.
- f. Other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment when one (1) or a combination of the following three (3) situation exists:
 - (i) Submission to the conduct is made a term or condition of the employment; or
 - (ii) Submission to or rejection of such conduct is used as the basis for an employment decision affecting the employee; or



- (iii) Such conduct has the purpose or effect of either unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.

Addressing Complaints on Sexual Harassment

The Hotel will protect the rights of any employee at any level in the company who is subject to any form of sexual harassment. Any employee who is subjected to such harassment shall expect that the Hotel will, in the handling of such complaints, be sensitive to his/her needs for privacy.

Notwithstanding the paragraph above, the Hotel Management takes a serious view of anyone deliberately spreading false information of a malicious nature or making trivial complaints, whether verbally or in written form. This is an unhealthy practice and could be detrimental to those concerned. Please be aware that this type of activities may expose employees to civil claims by the individual(s) concerned and disciplinary action may be taken against the employee by the Hotel.

All parties involved in the investigation of sexual harassment allegations are required to maintain the highest level of confidence in view of the delicacy of the matter. Unwarranted disclosure of such information may expose the employee to the disciplinary action.

Complainants who have been sexually offended may pursue their complaint under the grievance procedure laid out.

Sexual Harassment Grievance Procedure

Step 1

An employee may file a written complaint to his/her Head of Department. Alternatively, the employee may seek to raise this verbally should circumstances make it challenging to make a formal written complaint instantly.

Step 2

Upon receipt of the complaint, a thorough investigation would be conducted and as far as practicable completed within two (2) days to verify the allegation raised. The complainant would be informed of the results of the investigation within five (5) days from the time the allegation was raised.

Step 3

If there is substantial evidence to prove that the complainant has been sexually harassed, the offender would be subjected to the Hotel's disciplinary procedure,



which includes suspension from services pending reply to a show cause within two (2) days of its receipt.

Step 4

If no satisfactory reply is given by the offender within the prescribed period, the offender may be subject to disciplinary punishment meted out in serious cases of misconduct such as warning, demotion or dismissal.

Step 5

As a standard practice, all cases of sexual harassment will be reported to the police for further action if so consented by the complainant.

15.5 PERSONAL AFFAIR

- a. Hotel employee is not allow to have any personal relationship with any of our in-house guests, supplier, contractor or company, whose have business relationship/connection within hotel premises or outside, unless with special or valid reason, however, need to informed immediate supervisor or manager for recording and clearance purposes.
- b. Hotel employee is prohibited to go up to guests floor/rooms without any valid or work related matters. Any employee who required to go up to guests floor or rooms for hotel operation needs, must be accompanied by another senior employee or manager. Unless for employee who require to perform their duty, such as Housekeeping attendants.
- c. Hotel employee is not allow to go out with any of our in-house guests, supplier, contractor or company who have business relationship or connection with the hotel, unless seek for approval from immediate supervisor or manager or hotel management in advance. Any employee failed to inform his/her immediate supervisor, manager or hotel management about it, will need to provide justification and valid reason within twenty four (24) hours. Otherwise, hotel management reserved the right to take further disciplinary action against the individual employee.



APPENDIX I

PTS[•] LEISURE

Replacement Leave Requisition Form

Requestor Name: _____ Employee No. : _____

Designation: _____ Department: _____

No.	Employee Name	Date	Start Time	End Time	Total Hours	No. of RL Claim	Justification

* Requisition form shall submit for Management pre-approval at least 3 working days in advance

To be completed by requestor before start of work

Requested by, _____ Recommended by, _____ Approved by, _____

Name: _____ HOD's /GM Name: _____ VICE PRESIDENT
Date: _____ Date: _____ Date: _____

To be completed by requestor after completion of work

Claimed by, _____ Verified by, _____

Name: _____ HOD's /GM Name: _____
Date: _____ Date: _____

FOR HR DEPARTMENT OFFICIAL USE

Date received:		Received by:		Date processed / verified:	
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APPENDIX II

LIST OF COMPANY'S PANEL CLINICS

1. Poliklinik Bandar

No 33, 35, Jalan Banda Kaba,
Bandar Hilir, 75000 Melaka.

Tel : 06-288 3318

Operating Hours :

Monday to Sunday : 7.00am to 11.00pm

2. Klinik Kuan Sdn. Bhd.

116/1, Jalan Bendahara, 75100 Melaka.

Tel : 06-282 0075

Fax : 06-282 0075

Operating hours :

Monday to Saturday : 8.30am to 9.00pm

Sunday : Closed

3. Poliklinik Semabok – 24 Hours

76-BC, Jalan Semabok, 75050 Melaka.

Tel : 06-281 0448

Fax : 06-281 0448

4. Klinik Bestari Cheng

50, Jalan Cb 1, Taman Cheng Bestari,
75250 Melaka.

Tel : 06-334 7840

Operating hours :

Monday to Sunday: 9.00am to 1.00pm

2.00pm to 7.00pm

Saturday : Closed



APPENDIX III

PTS^o LEISURE

() The Pines Melaka
() Pirate Island Resort & Theme Park

OUTSTATION REQUISITION FORM

Name :

Designation :

Department :

Date of Travelling :

Date of Return :

Purpose of Travelling:

.....

Name(s) of Person(s) Traveling:

i)

ii)

iii)

iv)

v)

Proposed Journey : From To
(Places)

Requested by,

Approved by,

.....
Name:

Date:

.....
HEAD OF DEPARTMENT

Date:



APPENDIX IV

PTS LEISURE

HOD / Staff Claim Form

Claim by: _____

Date: _____

S/No.	Particulars	Tax Code	Rate	Days / km	RM	GST	Sub Total(RM)	Grand Total(RM)
1	Vehicle Running Expenses							0.00
	-Parking	TX	6%			0.00	0.00	
	-Parking (Non GST Register)	NR	0%			0.00	0.00	
	-Toll	EP	0%			0.00	0.00	
	-Petrol Ron95	RP	0%			0.00	0.00	
	-Diesel	RP	0%			0.00	0.00	
	-Petrol Ron97	TX	6%			0.00	0.00	
	-Repair	BL	6%			0.00	0.00	
	-Insurance for car	BL	6%			0.00	0.00	
	-Road Tax	OP	0%			0.00	0.00	
	-Mileage at RM0.70 per km	OP	0%	50	0.70	0.00	35.00	
	-Others							
2	Entertainment (for amount more than RM500, please obtain full tax invoice under above company name)							0.00
	-Entertainment Staff / Existing Customer	TX	6%			0.00	0.00	
	-Entertainment Staff / Existing Customer (Non GST Register)	NR	0%			0.00	0.00	
	-Entertainment Potential Customers / Others	BL	0%			0.00	0.00	
3	Accommodation/Travel Claims (Overseas/Local)							0.00
	-Accommodation	TX	6%			0.00	0.00	
	-Accommodation (Non GST Register)	NR	0%			0.00	0.00	
	-Overnight Meal Allowance (T9-T10: RM25/night)	OP	0%			0.00	0.00	
	-Flight Ticket - Local	TX	6%			0.00	0.00	
	-Flight Ticket - Oversea	ZP	0%			0.00	0.00	
	-Taxi, public transport & etc	EP	0%			0.00	0.00	
	-Oversea Daily Allowance (RM80/day)	OP	0%			0.00	0.00	
4	Medical Expenses							0.00
	-Medical expenses incurred by staffs	NR/BL	0%/6%			0.00	0.00	
5	Other							0.00
	-							
	-							
	-							
	-							
							Total Amount	-

Claimed by: _____

Date: _____

Checked by: _____

Date: _____

Finance Dept

Verified by: _____

Date: _____

HOD

Approved by: _____

Date: _____