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EDUCATION GROUP

ASIA PACIFIC UNIVERSITY OF TECHNOLOGY & INNOVATION
ASIA PACIFIC INSTITUTE OF INFORMATION TECHNOLOGY

Staff Handbook

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1. Introduction

Welcome to APIIT Education Group

We attach great importance to quality, customer service and excellence in what we do. We seek to ensure that staff and students have a common purpose, the pursuit of academic excellence, and a strong sense of community. In order to achieve high standards, we believe that every member of our community must feel valued. We therefore seek to ensure that you will work in a secure, but stimulating environment. Every effort will be made to provide you with resources of the highest standard to achieve our objectives. We will also seek to promote your career development through mentoring and support. You will be encouraged to take initiatives and to contribute ideas, which will help us respond effectively to contemporary demands in higher education. Teamwork is central to our endeavours. We hope that you will find working as a team member both stimulating and rewarding.

I hope you find this handbook a useful guide during your employment with us. However, if you are unable to find the answer to your question here, please feel free to contact your immediate superior/manager who will certainly be able to find an answer for you.

Datuk Parmjit Singh
Chief Executive Officer

2. Starting with APIIT Education Group

a. About the Company

APIIT Education Group has emerged over the years as one of Malaysia's largest education groups, addressing all levels of education. Originally established as the Asia Pacific Institute of Information Technology (APIIT) in 1993, APIIT became the Asia Pacific University College of Technology & Innovation (UCTI) in 2004. In 2012, UCTI was upgraded to The Asia Pacific University of Technology & Innovation (APU), and APIIT resumed its operations the following year.

APU and APIIT are where a unique fusion of technology, innovation and creativity works effectively towards preparing graduates for significant roles in business and society globally. With an international student community from more than 100 countries, APU and APIIT offer a truly cosmopolitan learning environment which prepares students well for the global challenges which lie ahead.

Technology forms a common core as an enabler across APU and APIIT academic programmes; APU offers a broad range of programmes encompassing Computing and Technology, Engineering, Business, Accounting and Banking & Finance. APIIT offers Staffordshire University Degree programmes in Technology, Arts, Media and Design. Over the years, APIIT, UCTI, and now APU have earned an enviable reputation as award-winning institutions, earning a host of prestigious awards at national and international levels.

We also have an excellent track record in producing highly employable graduates who are able to immediately contribute to industry upon graduation. Our sound approach to nurturing school leavers into qualified professionals has resulted in our graduates being highly sought after by employers.

APIIT Education Group has also expanded its operations beyond the shores of Malaysia. APIIT-Sri Lanka was established in Colombo in 2000, and APIIT-SD India was established in Panipat in 2001. These centres run the same courses offered by APIIT Malaysia, and maintain the same processes, standards, systems, and organisational structures as APIIT Malaysia.

The Asia Pacific Language Centre (APLC) is the specialized language centre of the APIIT Education Group. Located in Kuala Lumpur, APLC offers a wide range of quality English language courses which are specifically designed to improve English in a warm, friendly and professional learning environment. APLC is also a British Council authorised Testing Centre for IELTS. We offer English language intensive study & holiday packages as well as programmes which are customized to address specific needs of our clients. The Language Centre regularly organizes exciting social programmes to enhance the overall student learning experience.

****The APIIT Education Group Mission Statement is:**

" We provide high quality, affordable. Innovative and internationally benchmarked education and research in a professional, ethical and student centered manner by designing and delivering a range enriching and distinctive learning experiences."

The Centre of Technology and Innovation (CTI) is the research and innovation arm of APIIT Education Group. CTI is one of Malaysia's leading software development organisations, drawing on an international team of award-winning scientists, engineers, programmers, multimedia developers and business experts. CTI uses the best practices in business process analysis and world-class technological expertise to deliver high-quality innovative software. CTI plays a vital role in helping APU and APIIT set their own research agendas by highlighting real world issues and concerns. Further, CTI provides APU, APIIT and APLC with the technology required for operating at high levels of efficiency and delivering courses effectively.

For more information, please visit the following websites:-

www.apu.edu.my ; www.apiit.edu.my

Vision, Mission, Goals, Values, Quality Policy

Vision

- To be a leading University of technology and innovation transforming students into highly employable, competent and future-professionals.

Mission

- We provide high quality, affordable, innovative and internationally benchmarked education and research in a professional, ethical and student centered manner by designing and delivering a range of enriching and distinctive learning experiences.

Goals

APU graduates will :

- Be equally adept in knowledge acquisition and practice appropriate to their professions
- Be able to apply their expertise in diverse cultural settings, both locally and internationally
- Be the providers of solutions
- Be equipped with entrepreneurial skills
- Have a capacity for reflection, self-management, self-development and continuous learning
- Place the interest of clients and employers foremost
- Represent their professions ethically and with dignity

Values

- Student Centered – Focused On Clients, All Else Will Follow
- Emphathetic – Listen To Strengthen Partnership
- Embracing Diversity – Synergy In Diversity
- Creative & Innovative – There's Always A Better Way
- Excellence Driven – Good Enough Is Not Good Enough
- Collaborative – Leverage Each Other To Excel

Quality Policy

- ❖ To Provide Education and Training of International Quality Standards and to Meet Customer Requirements First Time, On Time and At All Times.

b. Your Induction

APIIT Education Group believes its staff are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the induction stage when a new staff joins.

Our aim is to support and develop staff in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

Induction will be spread over your first few months in post, and is generally planned on a first day, first week and first month basis. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your immediate superior/manager will outline this in detail to you on your first day with us. Attendance at all the induction sessions must be achieved within the first three (3) months of employment.

c. Statement of Employment Terms and Conditions

As a staff of Asia Pacific University of Technology & Innovation (APU) or Asia Pacific Institute of Information Technology (APIIT) or Asia Pacific Language Centre (APLC) which are part of the APIIT Education Group, you will have received documents setting out specific terms and conditions of service as they relate to your post (if you have not collected this, please do so within 1 week of your commencement date).

This includes details of:

- the names of the employer and the staff;
- the date when the employment (and the period of continuous employment) began;
- remuneration;
- hours of work;
- annual leave entitlement; where applicable;
- entitlement to sick leave;
- the entitlement of employer and staff to notice of termination;
- job title (or a brief job description); and
- where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end.

This handbook summarises the main benefits, policies and procedures of employment.

Words imparting the masculine gender shall include the feminine and vice versa.

APIIT Education Group reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all staff affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

d. Transfer Policy

All staff are subject to transfer from one subsidiary Company to another or from one location to another within the Group. Such transfers shall be to a comparable position in accordance with operational or work requirements and in consideration of the staff's capability and suitability. It is to be clearly understood that the law provides that the transfer is one of Management's prerogatives.

e. Probation Period

All new staff are subject to a probationary period of either three (3) months or six (6) months depending on the position. Please refer to your letter of appointment for the duration of your probation period. Your appointment will be confirmed on satisfactory completion of the probationary period. During this probationary period, you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

f. Your Attendance at Work

APIIT Education Group values good attendance at work and it is the obligation of the staff to be at work during working hours. Staff are expected to be punctual at work at all times.

g. Hours of Work

Your normal hours and working pattern are specified in your letter of appointment.

Staff in functions such as Student Support Services, Accommodation and Logistical support may be required to work on shifts from time to time.

The Company reserves the right to vary your hours and pattern of working based on the business requirements of the Company.

h. Rest Days and Public Holidays

Generally, Sunday will be the normal rest day except for staff who are working on shift rotation.

Where applicable, staff will be granted paid holidays on all public holidays falling on workdays and which are gazetted by the Federal government of Malaysia and by the State government in which the staff is serving. For staff of Asia Pacific University of Technology & Innovation (APU), Asia Pacific Institute of Information Technology (APIIT) and Asia Pacific Language Centre (APLC), they are to observe the public holidays of the Federal Territory of Kuala Lumpur and Federal government.

i. Pre-employment Medical Examination

Candidates offered employment will be required to pass a pre-employment medical examination, which may include chest X-ray and urine test. Such medical examinations will be conducted at a clinic, appointed by the Company. The Company will bear the cost of the medical examination.

j. Conflict of Interest

Throughout your employment with the Company, you shall NOT:-

- (a) be engaged or have interest either directly or indirectly act in or place yourself in a position where your interests may conflict with the interests of the Company in any way whatsoever.
- (b) reveal to any person or corporation any of the trade secret, technical knowhow and expertise of information concerning the organisation, structure, operations, transactions, finances, dealings or any other

matters concerning the Company which may be deemed confidential or detrimental to the Company, unless the same is authorised specifically by your superior. In the event you are found guilty of divulging such information to unauthorised persons your employment with the Company shall be terminated without prejudice to the Company's right to restitution.

- (c) make otherwise than for the purpose and benefit of the Company any notes or memoranda relating to any matter concerning the Company's business or any of its dealings or affairs neither use nor permit the use of such notes or memoranda otherwise than for the benefit of the Company; it being the express intention of the parties hereto that all such notes and memoranda made by yourself shall at all times during the continuance of this Agreement and thereafter be the sole property of the Company.

“...if you are found guilty of divulging such information to unauthorised persons, your employment shall be terminated...”

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your immediate superior/manager or the authorised personnel in the Human Resources Office.

k. Standards of Performance and Behaviour at Work

i) Appearance

All staff are expected to represent the APIIT Education Group in the best possible manner at all times. In this regard, the Company practices formal attire during the normal office hours and in official activities, including those that are held beyond normal working hours and away from the campus. As an organisation that places the transformation of students into employable professionals as a paramount objective, all staff are expected to be role models for students to emulate. As such, all staff are expected to dress formally, professionally and appropriately in all work-related situations.

Specifically,

- Staff are strictly not allowed to use attire that covers their face in any situation. Any use of face masks for medical purposes should not impede effective communication with colleagues, students and other stakeholders.
- Male staff are expected to wear **formal office attire** including neckties during official working hours and while representing the Company in external events, whereas female academic staff are expected to dress smartly, decently and appropriately at all times.
- Clean and neat traditional attire may be worn by Muslim staff on Fridays, in order to facilitate observance of Friday prayers.

- Where specific work situations require the use of alternative attire during official working hours (such as in undertaking work that involve physical/workshop-based activities), appropriate attire may be used, including protective attire such as collared t-shirts, overcoats/overalls. However, the use of this attire should be confined to the performance of the specific work and may not be used or adopted as standard working attire.

If you have any queries about the sort of attire that is appropriate, these should be directed to your immediate superior/manager or the authorised Human Resources personnel.

ii) Company Premises

You will be issued with an identity card/door access card appropriate PIN code allowing access to your workplace. This remains the property of the Company and loss of your ID Card/PIN code (or accidental disclosure to someone) must be reported immediately to the Human Resources Office.

You must not bring any unauthorised person on to the Company property without prior agreement from your immediate superior/manager, unless you are authorised to do so as part of your job. In these circumstances, you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas or company property inappropriately.

You must not remove any Company's property from the organisation's premises unless prior authority from your immediate superior/manager or the management has been given.

iii) Personal Property

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on the Company's premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises, our vehicles or in your own vehicle. The Company does not accept liability for loss or damage to any personal property whatsoever.

iv) False or Misleading Declaration

If at any time subsequent to the appointment as a staff, it is found that any statement contained in the Application Form of Employment or the application letter is false or misleading, the staff shall be liable for instant dismissal or any other disciplinary action deemed appropriate by the Company.

v) Confidentiality

It is a condition of your employment that you have a duty of confidentiality with regards to the Company.

During the course of your employment, you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to the Company, and you must not discuss any of the Company's sensitive or confidential matters whatsoever with any outside organisation including the media. Your computer password must be kept confidential at all times and must not be given to any other person.

Any such breach of confidentiality would be deemed as gross misconduct and could lead to your dismissal except as otherwise provided or as permitted by any current legislation.

vi) Computer, email and Internet use

If you have access to the Company's computers including email and access to the Internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to Company business.

All Internet use is monitored and accessing pornographic or other unsuitable material is strictly prohibited and would be considered a serious disciplinary offence which may result in dismissal.

Only software packages properly authorised and installed by the Company may be used on Company equipment, you must therefore not load any unauthorised software onto the Company's computers.

"...You must not load any unauthorised software onto the Company's computers"

1. Data Protection and Access to Information

The Company will comply with all statutory requirements of the Personal Data Protection Act 2010 by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

The Personal Data Protection Act protects individuals' rights concerning information about them which are kept by the Company. Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- accurate
- not kept longer than necessary
- processed in accordance with the data subject's rights
- secure
- not transferred to countries without adequate protection

Staff at all times must ensure that data regarding students/potential students/clients are used for the intended purpose of collecting the data and within the ambit of the Personal Data Protection Act 2010.

m. Changes in Personal Information for Employment Purposes

It is important that our records are correct, as inaccurate or out of date information may affect your salary or income tax deduction or cause difficulties in situations where contact is required for emergencies. You must notify the Human Resources Office immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number (home and mobile)
- Passport number (for international staff)
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Additional dependent (for purpose of income tax, PCB deduction)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on staff is held in accordance with the provisions of the Personal Data Protection Act 2010.

3. Medical Benefits

a. Out-patient Medical Treatment

If you are eligible for out-patient medical treatment as specified in your appointment letter, the Company may pay for the medical consultation, medicine and treatment from Panel Doctor or a medical specialist to whom you are referred by the Panel Doctor, subject to the limit according to your job grade and position. **Any charges in excess of the limit provided shall be borne by you. If you have exceeded the limit, you shall pay back to the Company the excess amount utilised. The Company may also deduct from your salary to recover the amount that has exceeded the limit.** It is to be clearly understood that the Company has the sole discretion to alter and amend the terms and conditions for such benefit from time to time.

The Company will not bear the costs of medical consultation, medicine and treatment in respect of injury or illness which is self-inflicted or caused by your own misconduct or negligence, illegal means or in the pursuit of hazardous sports.

The Company shall not pay for any expenses incurred in respect of pregnancy, confinement or miscarriage, dental treatment, substance abuse including

alcoholism, congenital diseases or abnormalities, chemo therapeutic agents for malignancy, chronic renal failure, erectile dysfunction, nutritional supplements, psychological disorders, sleep disorder and psychiatric conditions, traditional complementary medicine, weight management, infertility, abortion, contraceptive pills, investigation and treatment related to sexually transmitted diseases, AIDS and HIV related illnesses and treatment, cosmetic surgery, removal of tattoos, circumcision, procurement of orthopaedic or special braces, appliances or equipment and injuries or sickness arising from direct participation in strike, riot or civil commotion.

The Company has engaged the services of a third party administrator to administer and manage the medical benefits. If you need further information or clarification, please contact E-MAS at telephone number: 03-4041 3627/03-4051 2332. The list of panel clinics is available at <http://www.emastpa.com.my/>

b. Hospitalisation Treatment

If you are eligible for hospitalisation treatment benefit as specified in your appointment letter, the Company may pay for the hospitalisation expenses provided that you are recommended by a Panel Doctor or a medical specialist for hospitalisation subject to the limit according to your job grade and position as well as the terms and conditions for such benefit. Any charges in excess of the limit provided shall be borne by the Staff. It is to be clearly understood that the Company has the sole discretion to alter and amend the terms and conditions for such benefit from time to time.

Hospitalisation for pregnancy, confinement or miscarriage is not covered by the Company. The Company will not bear the costs of hospitalisation in respect of injury or illness which is self-inflicted or caused by your own misconduct or negligence, illegal means or in the pursuit of hazardous sports.

The Company has engaged the services of a third party administrator to administer and manage the medical benefits including issuance of guarantee letter to the hospital. If you need further information or clarification, please contact E-MAS at telephone number: 03-4041 3627/03-4051 2332.

4. Remuneration

a. Salary Arrangements

Your salary will be paid monthly, normally at the end of the calendar month by direct credit transfer to your designated bank account, preferably Maybank. Your basic salary was outlined in your letter of appointment.

If any queries arise with regard to your salary, or if it looks as if a mistake has been made, please contact the Human Resources Office immediately for clarification.

Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from your salary including income tax and statutory deductions, where applicable.

b. Annual Staff Review

All staff who have been confirmed in their appointments shall be subject to an annual staff performance review. However, for academic staff, appraisal may be conducted three times a year, which may be review from time to time.

The award of any increment and consideration for promotion will be based on this review. In the event that a staff is given an adverse report or below average performance is disclosed, the Management shall discuss the report with the staff concerned with a view to improving the staff's future performance.

5. Leave Arrangements

a. Annual Leave

Generally, staff are entitled to annual leave as specified in the appointment letter. Staff shall refer to their own letter of appointment for the actual leave entitlement.

Annual Leave is subject to exigencies of service and leave approved may be rescinded at any time by the Company. A staff is eligible to use earned Annual Leave pro-rated to the number of months served in the year.

A staff requesting for annual leave shall complete and submit the Leave Application online at <http://hr.apiit.edu.my/APU/Admin/Login.aspx> for approval at least one (1) week prior to the date of leave planned.

In the case of a lecturing staff, he/she is required to complete the relevant Deferment Form before going on leave and conduct the affected classes as agreed.

A staff is responsible for ensuring that all outstanding work is completed and make the necessary arrangement for his work to be covered during the leave.

b. Accumulation of Annual Leave

Staff should plan the utilisation of their annual leave during the calendar year.

Accumulation of annual leave to the following year will not be allowed and any balance of annual leave not utilised will be forfeited absolutely.

However, the Company may at its discretion and approval allow staff to carry forward the balance of unutilised annual leave to the following calendar year for special

reasons such as exigency of service, for Hajj/Umrah or overseas travel where prior approval must be obtained from the Human Resources Office. For this purpose, a staff shall write in at least a month prior to the end of the previous calendar year, stating purpose and duration required.

It is to be clearly understood that approval to carry forward annual leave to the following calendar year is at the absolute discretion of the Company and the Company retains its right to alter or amend this provision.

c. *Emergency Leave/Time Off*

There will be situations when staff are required to attend to personal emergency matters. All staff must abide by the policy on the application for Emergency Leave/Time Off to be away during such situations.

It must be emphasised that Emergency Leave/Time off is not an entitlement, thus it is also the purpose of this policy to ensure that all genuine applications for Emergency Leave/Time Off are dealt with appropriately and that there are no disruptions to our on-going operations.

For the purpose of providing clarity, the following definitions will apply:-

- i) Emergency situation
 - a sudden and unforeseen event requiring the staff member's urgent action/attention which, if not taken could lead to very serious consequences
 - death of immediate family members
 - sudden illness of spouse and children
- ii) Immediate Superior
 - the staff's supervisor
- iii) Immediate family members
 - refers to spouse, children, parents, siblings, parents-in-law and grand-parents

The following principles will govern all Emergency Leave/Time Off applications:-

- ❖ In all events, a staff's absence from work due to Emergency Leave/Time Off will not absolve the staff from his obligations to complete tasks assigned.
- ❖ In all events, it is the duty of the staff to ensure that there are no disruptions to classes and inconvenience to students and colleagues as a result of his absence.

Seeking Permission for Emergency Leave/Time Off :

- i. In the event of the occurrence of an Emergency situation, the staff must immediately and personally call his/her immediate superior and advise him/her of the situation and request for permission for Emergency Leave/Time Off. SMS text messages or third party requests will not be accepted.
- ii. In the event the staff is unable to contact his/her immediate superior, the staff should next contact his/her immediate superior's supervisor/manager.
- iii. If the immediate superior's supervisor/manager is not available the staff should next contact the Manager, Human Resources.
- iv. When requesting for permission, making the application, and depending on the Emergency situation, the staff member must inform the immediate superior of all outstanding tasks during the period that he/she is away on Emergency Leave. In this respect, the following must be complied with:
 - a. The staff must first make initial attempts to make arrangements with colleagues to replace him/her during his/her absence, and these arrangements must be communicated to the superior prior to permission being given.
 - b. In the event the staff is unable to make such arrangements (as indicated above), he/she should provide specific information on actions to be carried out to minimize the impact of his/her absence. This may include providing specific information/instructions to be given to students and/or colleagues during his/her absence.
- v. Permission for Emergency leave/time off is not automatically given, and the superior may refuse such requests, depending on the nature of the emergency and the impact on the operations of the institution including after having considered the above.
- vi. In the event that permission is granted by the superior, the staff is authorised to be away for the duration as agreed with the immediate superior and should return to work immediately at the agreed time.
- vii. Time off granted will be for a maximum of two (2) hours. Any period beyond the two (2) hours will be taken as annual or unpaid leave accordingly. Any hours beyond two (2) but less than four (4) will be taken as half day leave and any hours beyond four (4) hours will be taken as a full day leave.
- viii. The staff is also required to complete all outstanding classes and/or other tasks upon his/her return to work, within the required and agreed time frame.
- ix. On his/her return, the staff must submit, where applicable, original documents to support his/her application for Emergency Leave/Time Off.

- x. Emergency Leave/Time Off will be deducted from the staff's annual leave allocation, thus the staff must next make an on-line application for the Emergency Leave/Time Off, so that the annual leave can be deducted accordingly.
- xi. In the event the Emergency Leave/Time Off application is not approved, the staff must return to work as required.
- xii. If the staff, in (xi), above fails to attend for work, then that absence will be regarded as absence without approval and the Company will take the appropriate action accordingly.

d. *Scheduled Leave*

In planning the annual holiday schedule, the Company reserves the right to use a reasonable number of days of the annual leave of staff as Scheduled Leave, e.g. before or after public holidays/off days/rest days, for overall efficiency of the operations.

e. *Sick Leave/Medical Leave*

- i) Sick Leave/Medical Leave is granted with full pay only for such period as a staff is certified unfit to discharge his normal duties; by any of the medical officer of the appointed panel of clinics or from a registered medical practitioner subject to the limit on the number of days as specified in your letter of appointment.
- ii) When a staff is away on medical leave the staff is to immediately contact his/her immediate superior and inform him/her of his absence. The notification of sick leave may vary according to your position. Please seek clarification from your immediate superior/manager.
- iii) Immediately upon his/her return to work the staff must apply the medical leave details electronically/online at the *HRMS e-leave* system and attached the medical certificate as supporting document for his/her immediate superior's approval. Original copy of the medical certificate is to be kept by the staff; not required to submit to the Human Resources Office.
- iv) In the case of lecturing staff, the staff is expected to make arrangement for the classes to be covered by his/her colleague/peer and where such arrangement is not being made, the staff upon his/her return from his/her medical leave, is required to complete the Deferment Form and conduct the classes as agreed.
- v) In the case of an event when the medical treatment can be planned the staff must submit the Deferment Form before going on medical leave.

- vi) Any sick leave in excess of entitlement shall be deducted from annual leave. In the event both leaves have been exhausted, then No-Pay-Leave shall apply.
- vii) Where hospitalisation is necessary, an aggregate of sixty (60) days (inclusive of medical leave taken) shall be granted in each year. In the event of hospitalisation leave being exceeded for any reason, corresponding salary deductions will be made in respect of such excess leave.

f. Maternity Leave

Maternity leave is leave granted to a married female staff to prepare for and recover from a normal confinement for a period of 60 days. Eligibility for maternity leave will be based on the provision of the Malaysian Employment Act 1955.

A female staff shall notify the Company at least sixty (60) days prior to her expected confinement the date from which she intends to commence her maternity leave.

Maternity leave will only be granted on or after the 22nd week of pregnancy. Application for maternity leave shall be made not less than 2 weeks prior to the date on which it is desired.

Leave on account of miscarriage prior to the 22nd week of pregnancy will not be considered as maternity leave but as normal sick leave.

Where a female staff has five (5) or more surviving children at the time of the confinement, maternity leave will be granted but without pay.

g. Examination Leave

Subject to the exigencies of service, the Company may grant full paid leave to confirmed full time staff upon application for approved courses by Company on the examination days only up to a maximum of seven (7) days in a calendar year. This applies to Professional examinations and other approved examinations, and applicable for the first sitting/attempt for a particular module/subject.

h. PhD Study Leave

Subject to the exigencies of service, full-time staff may be granted paid leave up to a maximum of five (5) working days in a calendar year for the purposes of study, to attend meetings with PhD supervisors/external seminars/conferences related to the staff's PhD studies. It is the staff's responsibilities to ensure that there are no disruptions to classes and inconvenience to students and colleagues as a result of his absence.

Approval for such leaves will be at the discretion of the Company based on relevance and merits of each case, and subject to prior approval from the Company. Staff will be required to furnish the relevant supporting documents.

i. Compassionate Leave

A staff may be granted paid compassionate leave in the following events:

- (i) Not exceeding 3 consecutive working days at any one time in the event of **death or critical illness** of immediate family member or an emergency nature in the family (namely spouse, children, natural parents, brothers, sisters, grandparents and parents-in law) requiring hospitalisation with a certificate from such a hospital being submitted as evidence or a copy of the death certificate or any other supporting document. Staff shall be granted paid compassionate leave subject to a maximum of seven (7) working days in a calendar year.
- (ii) Not exceeding 3 consecutive working days at any one time in the event of **natural calamities**, e.g. fire, floods, etc. affecting the staff family and his property. A supporting document such as police report or any other supporting document is necessary to support the compassionate leave. A staff will be required to obtain prior approval and permission before taking such leave. Where this is not possible, the staff shall advise the Company within 48 hours of such absence and produce satisfactory evidence. Staff shall be granted paid compassionate leave subject to a maximum of seven (7) working days in a calendar year.

j. Marriage Leave

A staff may be granted leave not exceeding five (5) consecutive working days for the staff's first legal or customary marriage. A copy of the wedding invitation card or marriage certificate or any other supporting document must be submitted to support such application.

k. Paternity Leave

A staff may be granted leave not exceeding two (2) consecutive working days for birth of legal child for male staff, subject to a maximum of five (5) children. A staff will be required to obtain prior approval and permission before taking paternity leave. Where this is not possible, the staff shall advise the Company within 48 hours of such absence and produce satisfactory evidence.

I. Unpaid Leave

Unpaid Leave or No Pay Leave is not a staff entitlement. This leave is excluded from the above leave types and is given at the entire sole discretion of the Company.

In general, staff requesting for all the leave types as mentioned above shall submit their Leave Application online at <http://hr.apiit.edu.my/APU/Admin/Login.aspx> for approval at least one (1) week prior to the date of leave planned.

6. Leaving the Employment

a. Notice Period

Staff is required to give a period of notice in writing in accordance to the termination notice period specified in his/her letter of appointment.

Nevertheless, your employment may be terminated without notice where dismissal is due to disciplinary grounds.

b. Working Notice

In all cases, the Company reserves the right to enforce your full notice period. Your remaining annual leave entitlement should be taken during your notice period in agreement with your immediate superior/manager. Exceptionally, if this is not possible, the Company may at its discretion agree to make a payment in lieu of this.

If you resign and are in possession of Company property (including computer files), you should make your immediate superior/manager aware of these, and arrange how they will be handed back to the Company. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, the Company reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

c. Other Conditions on Leaving

On leaving, the Company will deduct from any money due from you such sums as you may owe to the Company. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement and tax deduction as required by the authority.

If you leave without giving notice and without the Company's agreement, you are in breach of your contract and the Company reserves the right to take appropriate action.

Before leaving, you must complete the Exit Checklist together with your immediate superior/manager and to return all articles belonging to the Company, including your ID badge and any documents, equipment and laptop computer assigned to you. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left the Company, you must not:

- Solicit or seek to entice away any Company staff
- Use or divulge to any person or organisation any confidential information relating to the business of the Company.

Should you be dismissed for reasons of gross misconduct after due inquiry, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

d. Retirement

The retirement age for all employees is sixty (60) effective 01 July 2013 in accordance with the implementation of the Minimum Retirement Age Act (MRAA) 2012. In the absence of a birth certificate, the date of birth as shown in the identity card of the employee shall be deemed to be the date of birth for the purpose of determining the retirement age.

7. Appendix 1 - Disciplinary and Grievance Procedures

DISCIPLINARY PROCEDURE

The Company shall take disciplinary action against any staff in the event of abuse of power and position, conviction of a criminal charge, gross negligence, inefficiency, dereliction of duty, poor work performance, insubordination, misconduct likely to bring the Company to disrepute or any other default that the Company considers disciplinary against the staff should be taken.

The Disciplinary Procedure will be used as a guide only and the Company may take any other form of action based on the guiding principles of good industrial relations practice.

The Company may in consideration of the gravity of the offence and after fulfilling the principle of natural justice such as show cause or due inquiry, whichever applicable,

- i) Issue a letter of warning to you; or
- ii) Suspend you without pay for up to two (2) weeks; or
- iii) Downgrade/demote you to a lower grade job and reduce the salary accordingly or suspension without pay; or
- iv) Dismiss you.

For the purpose of an investigation or inquiry, the Company may suspend you from work for a period not exceeding two (2) weeks on half pay. Where the investigation or inquiry does not disclose any misconduct by you, the Company shall restore the full amount of pay so withheld.

If you are suspended from duty for the purpose of an investigation or inquiry, you may be required to report to your normal place of work on such day and at such time as the Company deems necessary to facilitate the Company to conduct such investigation or inquiry.

GRIEVANCE PROCEDURE

- 1 In recognition of the value of clearing up misunderstandings and grievances and to preserve a harmonious and conducive working environment, every reasonable effort shall be made to resolve such misunderstandings and grievances at the lowest level possible.

2 Staff members are welcome to use the **Exception Reporting System (ERS)**.

The purpose of the ERS is **to facilitate the continuous improvement** of the organization. This requires all staff members to be sensitive to everything in the working environment and to report anything that is out of the ordinary.

For details, please go to:- <http://intranet.apiit.edu.my/v2/>

What is an Exception?

An exception is either something which is happening but which should not be happening e.g. A leaking tap in the washroom OR something which should be happening but which is not happening e.g. No response to a request for assistance/document.

What happens when you submit an exception?

- The system will send an acknowledgment receipt of your exception to you through e-mail.
- The person responsible will report back to you again soon after corrective action has been implemented/further information has been obtained following an investigation.

Guidelines for Users

When submitting an Exception:

- State only the facts of the case with relevant details
- If the same exception has been raised by you previously, say so.
- We welcome suggestions

However, in the event of a serious grievance pertaining to your employment or industrial relations issue, you may refer the grievance directly to the Senior Manager, Human Resources immediately.

8. Appendix 2 - The Behavioural Code

In relation to teaching students, staff will at all times:

- maintain a high level of subject matter knowledge and ensure that teaching/learning material is current and accurate.
- use appropriate teaching methods and strategies of learning that are effective in helping students achieve their module and educational objectives.
- not allow any personal relationships or considerations to influence their activities of teaching and assessment or allow any perception of favouritism to occur.
- contribute positively to and support the intellectual and professional development of the students in every way possible.
- ensure that all assessments and summative evaluations are always conducted with integrity, fairness and are appropriate to the specific objectives of the module taught.
- provide timely, meaningful and constructive feedback to students.
- follow APU codes and practices in relation to students at all times.

In relation to all interaction with students, all staff will:

- avoid any references that are likely to cause discomfort and be sensitive to any religious, racial or personal sensibilities.
- respect the dignity and personal feelings of every student and never speak or behave in any manner that demeans or insults them in any form or fashion.
- treat all official records including grades, evaluations and personal information as strictly private and confidential and not allow any such information to be made known to any person or persons except in accordance with APU policies and mechanisms for dissemination of such information.
- project a positive and professional service attitude at all times.

At all times, all staff will:

- respect the dignity and personal feelings of all colleagues and behave in a professional, polite and cooperative manner with them in furtherance of the University's objectives.

- respect and further the educational goals, policies and standards of the University at all times and conduct themselves in a manner befitting the good reputation of the University.
- support wholeheartedly all initiatives of the University that are implemented in furtherance of the educational and professional development of students.
- communicate in good written and spoken English at all times and in all media.

Updated: 01 March 2020