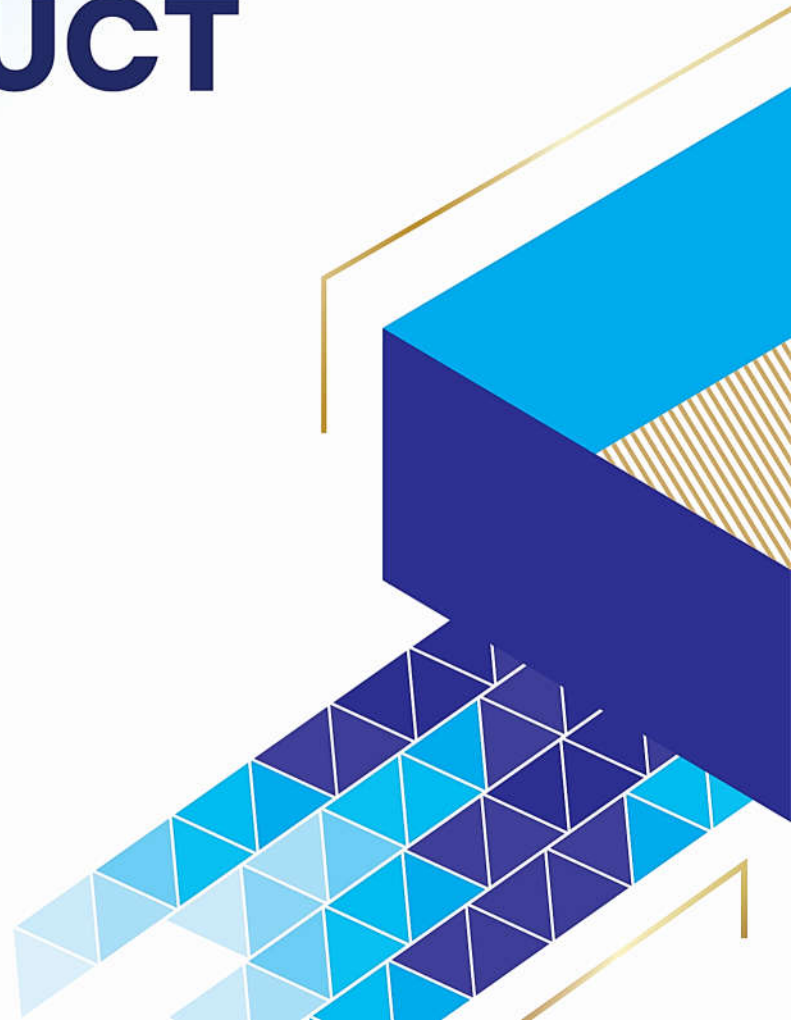


# **SURIAGROUP CODE OF CONDUCT**



## **SURIAGROUP CODE OF CONDUCT**

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## **1. INTRODUCTION**

- 1.1 This document is called SuriaGroup Code of Conduct (COC). This COC establishes a set of standard expectations for employee conduct. Employee must not engage in any conduct that would impair his job performance, cause damage to SuriaGroup or public property, jeopardise his safety or the safety of others, or negatively affect SuriaGroup's reputation or image.
- 1.2 This COC is not intended to supersede any other applicable legal or regulatory requirements, such as those imposed by the Sabah Labour Ordinance (Cap. 67), Employment Act 1955, Industrial Relations Act 1967 or any other federal law, rules and regulations.
- 1.3 Effective 1 January 2021, this Code of Conduct shall replace and supersede any previous and existing Code of Conduct and Discipline applicable to employees. However, any misconduct committed prior to the effective date of this Code of Conduct will be dealt with under the respective terms and conditions of service then in force.

## **2. COMPLIANCE OBLIGATIONS**

Employees are responsible for knowing and complying with the requirements applicable to their work activities, including those described in this document and those described in SuriaGroup's guidance documents which are operational policies and procedures, standard operating procedures and manuals. Employees are expected to use all of these resources and good judgment to guide their actions and decisions.

### **3. ADHERENCE TO THE CODE OF CONDUCT**

- 3.1 SuriaGroup strives to demonstrate the highest standards of ethical conduct. SuriaGroup does not tolerate employee misconduct, conflict of interest and non-compliance to the COC.
- 3.2 Other subsidiary companies or departments may have more stringent requirements than those specified in this COC.

### **4. DISCIPLINE**

- 4.1 Failure to comply with this COC including guidance documents which are operational policies and procedures, standard operating procedures and manuals may result in disciplinary action or termination.
- 4.2 Discipline decisions can vary depending on the severity of the misconduct and the employee's disciplinary record, years of service, and job duties.

## 5. GLOSSARY OF TERMS

The following definitions shall apply unless otherwise stated in the COC:

No.	Term	Definition
1	Company	Suria Capital Holdings Berhad including its subsidiaries and associate Companies.
2	Confidential Information	Any information pertaining to the Company, its business or any other matter which: a) The Company reasonably believes that release of the information will be injurious to it or advantages to its trade. b) The Company reasonably believes that the information is not already made public; and c) The above two (2) criteria are to be judged in the light of usage and practice in the industry in question. d) Disciplinary action can be taken against an employee who is found to have disclosed any secrets, information, transactions, accounts or any activities involving the Company to anyone not authorised to receive said information.
3	Employee	Management, Executives or Non-executives employed on a permanent, temporary, contract, or secondment basis including those in probation.
4	GPD	Group People Department.
5	HRD	Human Resource Department of respective subsidiaries and ports.
6	Offence	Any act or omission that conflicts with any expressed or implied rules.

<b>No.</b>	<b>Term</b>	<b>Definition</b>
7	Relatives	Parents, children, brothers, sisters, grandparents, parents-in-law of the relevant employee that are registered in the Employee Personal Details.
8	Spouse	An employee's legal wife or husband registered with the company.

All reference of the masculine gender shall include the feminine gender unless otherwise stated. All words importing the singular number shall include the plural number and vice versa.

## **6. PROFESSIONAL CONDUCT**

- 6.1 All employees shall observe and adhere to the highest standard of professional conduct. They should, in all respects and at all times, conduct themselves with integrity, propriety and decorum and must not under any circumstances, commit any act or omission that would bring damage to the Company, its property, reputation or general interests.
  
- 6.2 Employees must give their undivided loyalty and devotion to the Company at all times and on all occasions.
  
- 6.3 Employees are expected to have respect and tolerance for cultures and religions other than those of their own whether locally or overseas and shall conduct themselves in accordance with accepted standards of behaviour.
  
- 6.4 The Company does not tolerate any form of abusive or coercive behaviour whether verbal or otherwise, physical violence or sexual harassment among its employees.



## **7. ATTENDANCE / PUNCTUALITY**

- 7.1 All employees are required to observe the stipulated working hours of the Company as detailed out under *Section 3.7* of the SuriaGroup Terms of Conditions of Service.
- 7.2 All employees are required to clock in and clock out as they enter or exit the workplace. Employees who clock in / clock out for other employees or tamper with the recording of the time shall be subject to disciplinary action.
- 7.3 Employees are required to be punctual for work.
- 7.4 Employee shall not absent himself from duty for the purpose of annual leave without the prior approval of his immediate superior, otherwise it will be a case of absent without permission and disciplinary action shall be initiated against the employee.
- 7.5 An employee who is unfit for work due to medical reason must inform his immediate superior within 24 hours. The employee must submit his original medical certificate to the Company on the day he returns to work.
- 7.6 An employee who is absent from work for more than two (2) hours on a particular day, is required to inform and seek the approval of his immediate superior and apply for annual leave upon return to office.
- 7.7 An employee who is absent from work for more than two (2) consecutive working days without having obtained prior approval for leave from his relevant superior is subject to disciplinary action.

## 8. APPEARANCE

Employees must be suitably attired and groomed at all times at the workplace, appropriate for their respective positions of employment. They are expected to maintain a dignified appearance and be neat, presentable, clean and tidy. Neat and appropriate attire means decent, suitable, smart and professional attire.

### 8.1 Male Employee

- a) Male employees must either wear long or short sleeved shirts, bush jackets or company-provided shirts. T-shirts, ripped jeans and shorts are not allowed.
- b) '*Baju Melayu*' attire, complete with '*sampin*' and '*songkok*' is allowed on Fridays.
- c) Footwear must be appropriate and suitable. Slippers, flip flops and sport shoes are not allowed. Exemption to wear flat sandals is given for those with medical reasons.

### 8.2 Female Employee

- a) Female employees must wear attires appropriate and suitable for an office working environment. Ripped jeans, legging pants and shorts are not allowed. T-shirts and revealing blouses are also not allowed.
- b) Provocative and improper attire is not allowed. Provocative and improper attire means inappropriate and unsuitable office attire.
- c) Footwear must be appropriate and suitable. Slippers, flip flops and sport shoes are not allowed. Exemption to wear flat sandals is given to pregnant employees and for those with medical reasons.

### 8.3 Uniformed Employee

All uniformed employees must wear their designated uniforms at all times. Non-uniformed employees must wear uniforms on designated days.

### 8.4 Other Forms of Attire

Attire, other than those specified above, including the specified types of shoes, may be worn during office hours if it is a requirement of the job and the attire is approved by the respective Head of Department.

### 8.5 Cross-Dressing

Cross-dressing is not allowed. Cross-dressing means when a male employee dresses as a female or when a female employee dresses as a male.

### 8.6 Dress Code for Official Functions

Employees shall be appropriately attired in accordance with the dress requirements for a particular function. In the absence of any specific requirement, the employee must follow the SuriaGroup Dress Code.

### 8.7 Hair and Beard for Male Employee

Hair and beard should be neat, presentable and appropriate for an office working environment.

### 8.8 Earrings and Tattoos

The use of earrings among male employees is prohibited. Body tattoos should be covered up.

## **9. CLEANLINESS**

### 9.1 Self

Employees are required to be well-groomed. For example, hair should be styled neatly, shirt must be tucked in and fingernails must be kept short and clean.

### 9.2 Work Station

Employees are to ensure their work station is clean, tidy and well-arranged.

### 9.3 Amenities

Employees are to ensure that Surau, Pantry, Meeting and Training Room are clean and tidy after use.

## **10. VISITORS / GUESTS**

Visitors should be entertained only at office lobby unless prior approval is given due to business discussion or transactions.

## **11. UNACCEPTABLE WORKPLACE RELATIONSHIP**

SuriaGroup discourage unprofessional relationships among the employees. Such relationship may create conflict of interest, opportunities for exploitation, favouritism, bias and may also undermine core values, such as respect and trust amongst employees and impacts upon the reputation and integrity of SuriaGroup.

## 12. CODE OF ETHICS

### 12.1 Commitment

- a) Employees shall, in the course of their employment with the Company and in respect thereof, diligently and to the best of their ability perform such responsibilities as may be assigned or designated to them.
- b) Employees are expected at all times to promote and advance the interests of the Company and shall not do anything to bring disrepute to the Company.
- c) Employees shall obey, comply with and observe rules, regulations, procedures, practices, orders, directives and policies of the Company, whether expressed or implied in law or by custom and practice.

### 12.2 Confidentiality

- a) No employee is permitted whether during or after termination of their employment with the Company, to discuss or divulge confidential information relating or pertaining to the Company directly or indirectly to any person or company unless:
  - i) Such information has previously been made public knowledge;
  - ii) Upon expressed direction or with expressed approval of the Company; or
  - iii) Required, compelled or obliged to do so by law.
- b) Employees should not discuss whether among themselves or with others, within the workplace or outside the Company premises, confidential information regarding the Company, business partners, customers or clients, employees or any other confidential information except in the course of carrying out the Company's business.

- c) It is the Company's policy that any information pertaining to the Company in any way whatsoever and which is not generally available to the public shall be treated with the utmost confidence. Such information must not be shared or used by any employee whether directly or indirectly to influence an investment decision in connection with the purchase or sale of securities.
- d) The first obligation of any employee who receives a subpoena or other request seeking the disclosure of confidential information pertaining to the Company, is to contact his immediate superior or GPD for guidance.

### 12.3 Misuse of Position

Employees must not use the Company's name or facilities for personal advantage or on behalf of friends or relatives. The use of position to obtain preferential treatment such as in purchasing goods, shares and others is prohibited.

### 12.4 Insider Information

- a) Insider information is information obtained by employee as a result of his employment and which is not generally known to the public and which one can reasonably foresee would have a material effect on the Company's business if made generally known.
- b) An employee, who is in possession of insider information because of the nature of his work, should not at any time whether personally or through others, communicate such information to others.
- c) Where there is a possibility of being seen to have insider information, the employee should seek clarification from GPD prior to contemplating any business deal.

## 12.5 Insubordination and Inefficiency

An employee shall not commit any act of wilful refusal, insubordination or disobedience of any lawful and reasonable instruction of his superior or manager including refusal to perform work assigned, being inefficient or deliberately slowing down his work causing the quality and/or the quantity of work to be adversely affected.

## 12.6 Press Releases and Public Statements

- a) An employee shall not make any public statement on the policies or decisions of the Company whether orally or in writing or in any form whatsoever nor shall he circulate or cause to be circulated any such statement.
- b) Any proposed public statement shall be channelled to the Head of Subsidiaries or Group Managing Director who shall make the decision on the next course of action.

## 12.7 Public Appearance as a Guest Speaker or Panel Member

Any employee who has been invited to appear as a guest speaker in a public forum must obtain prior approval from the Management.

## 12.8 Publications

Employees are not permitted to publish or distribute any written or printed form of articles, books, periodicals, leaflets, brochures and the like containing information relating to the Company without prior written approval of the Company.

## 12.9 Part-Time Study / Further Study / Continuing Study

- a) Employees who are doing part-time study, are to refrain from:
  - i) Using any Company facilities in their attempt to complete the assignments, course works, thesis and research work; or
  - ii) Using Company premises for discussion with their study group.

If there is a need, such employee must seek permission from the Group Managing Director via GPD. When permission is granted, all study materials shall belong to SuriaGroup for future reference.

## 12.10 Gifts / Favours

- a) No employee or any member of his immediate family shall accept any form of gifts or favours from contractors, suppliers, customers or any other party having business dealings with the Company.
- b) However, in such circumstances where it is customary to do so, employees shall be permitted to accept such gifts of nominal value or favours provided that such gifts or favours are not extended and/or accepted for the purpose or with the intention of:
  - i) Influencing any present or future act or decision by that employee;
  - ii) Inducing such employee to perform or omit any act in violation of his proper duties and responsibilities; or
  - iii) Inducing such employee to use or direct any other person to use his influence with a government, or any of its representatives, divisions or agencies to affect or influence any act or decision of such government, representative, division or agency and in any or all of the above cases, for the purposes of expediting, benefiting, prejudicing or affecting in any way whatsoever whether directly or indirectly the business dealings or relationship of the gift giver with the Company.



- c) For the purpose of this Section, 'Nominal Value' of a gift shall be defined as the sum of the gift(s) having the aggregate monetary value of not more than Ringgit Malaysia Three Hundred Fifty only (RM350.00).
- d) Employees shall report to their respective Head of Department all gifts or favours received which exceed the nominal value.
- e) All employees shall, if in doubt as to the nature or purpose of the gift or favour to consult with GPD who shall advise the course of action in respect of such gift or favour. Gifts which cannot be accepted by the employee shall be:
  - i) Returned to the giver; or
  - ii) If such return is not possible or impracticable, retained by the Company for distribution to recognised charitable organisations, the Company sports and recreational club or for general distribution to the employees.

#### 12.11 Entertainment

- a) Employees shall not accept any gratuitous entertainment from any of the Company's customers, suppliers, contractors or any party with whom the Company has business dealings with unless such entertainment is or is able to be reciprocated by the employee:
  - i) In his personal capacity; or
  - ii) By obtaining reimbursement from the Company as part of the Company's business entertainment expense.
- b) In accepting all such entertainment, the guidelines set out in *Section 12.10* in respect of acceptance of gifts or favours shall apply.

#### 12.12 Personal Solicitation

- a) The Company discourages any solicitation by employee during working hours as such solicitations normally disrupt business activity and work routines.
- b) Employees are not permitted to sell, distribute or act as agent for the sale or distribution of any type of food or merchandise in the Company premises whether during or outside office hours.

#### 12.13 Graft and Invitation to Graft

An employee shall not in any manner or form, offer on behalf of the Company or receive an offer of graft or a bribe for his own benefit, or the benefit of his relative or spouse.

#### 12.14 Marriage and Transfer

In the event of a marriage between employees within the same department in the Company, one partner to the marriage may be relocated to another department or subsidiary.

#### 12.15 Relatives

The Company discourages the hiring of family members of an existing employee. The onus is on such employee to declare whether he has any relatives or spouse working in the Company.

### **13. INVENTIONS AND COMPUTER PROGRAMMES**

SuriaGroup encourages its employees to be inventive and innovative. The ownership in inventions, computer programmes or result of technological research made by or in which the employee had contributed to, whilst in the employment of SuriaGroup and in the course of discharging his duties employing SuriaGroup's resources, data and time, shall be vested with SuriaGroup. Nevertheless, SuriaGroup may reward the employee as it may deem appropriate.

### **14. GIVING OF REFERENCE**

Save insofar (unless the contract says something else) as required in the course of normal business, employees, other than those who hold the position of Group Managing Director or Head of Subsidiary or the Head of Group People may only give reference in a private capacity, and no use shall be made of the SuriaGroup name or stationery with the SuriaGroup logo or any other corporate identifier. Where a reference is provided on a private basis, the employee is duty bound to inform the party who seeks his reference that his reference is given strictly in his private capacity.

### **15. OUTSIDE EMPLOYMENT OR BUSINESS ACTIVITIES**

15.1 An employee shall devote his time and attention to the fulfilment of his employment obligations to SuriaGroup and should not engage in any other employment or gainful activity whilst in the employment of SuriaGroup. Any employee already engaged in any other employment whether part-time or full-time or gainful activity or involved either, directly or indirectly, in the management or business activities of any company or companies, firms, corporations or other business activities must disclose his activity to GPD.

15.2 The employee may be subject to disciplinary action or termination in the event the Company determines that such activity brings the Company into disrepute, affects the employee's ability or suitability to do his job, is a conflict of interest or is illegal.

## **16. DUTIES OF GOOD FAITH, FIDELITY, DILIGENCE AND INTEGRITY**

### **16.1 Conflict of Interest**

#### Avoidance of Conflict of Interest

- a) A conflict of interest situation will undermine an employee's values of good faith, fidelity, diligence and integrity in the performance of his duties and obligations as expected by SuriaGroup. Employees shall avoid conflict of interest between their personal dealings and their duties and responsibilities as employees in the conduct of SuriaGroup's business. In particular, the use of office position, confidential information, assets and other resources for personal gain, or for the advantage of others with whom the employee is associated, is prohibited.
- b) The situations under which conflict of interest may arise, include but are not limited to:
  - i) When an employee gives preference to the interests of his family members and/or associates rather than to the interests of SuriaGroup; and
  - ii) When the employee is in a position to influence decisions that are to be made by SuriaGroup with respect to business, enterprise or entity owned or partially owned by his family members and/or associates.

### **16.2 Involvement in Business where Employee or Immediate Family has direct or indirect interest**

- a) An employee and/or a member of his immediate family and/or their nominees and/or their trustees shall not promote the formation of any business, firm, corporation or company and/or own, either directly or indirectly, shares or other forms of beneficial interest (hereinafter referred to as "Equity") in:

- i) Privately owned entities which derive any income or receive any payment from contractual or other business arrangements with SuriaGroup; or
  - ii) Privately owned entities as listed in SuriaGroup lists of registered contractors, even if the entities concerned do not derive any income or receive any payment from contractual or other business arrangements with SuriaGroup.
  
- b) Should a situation arise (for example as a result of inheritance or marriage), whereby an employee becomes, directly or indirectly, the owner of Equity in such entities as set out in *Subsection 16.2 (a)* above, the employee will be considered to be in a situation of conflict of interest and he shall be under an immediate duty and obligation to inform SuriaGroup in writing of the change in circumstances.
  
- c) The employee shall then consult with SuriaGroup as to the most appropriate way of preventing or overcoming the conflict of interest. Following such consultation, SuriaGroup may give instructions to the employee as it deems appropriate, which may include requiring the employee to dispose off the Equity in such entities.

### 16.3 Conflict of Interest between Company and Customer

- a) The following are examples of conflict of interest situation involving conflict between the Company's and the customer's interest that should be referred to the Management for advice:
  - i) Acting as agent for both buyer and seller of a business or assets;
  - ii) Acting as adviser for the acquirer in a takeover;
  - iii) Acting as adviser for the acquirer when the Company hold shares in the Company to be acquired as material investment or loan collateral;
  - iv) Acting as adviser to an ailing company where the Company is a lender; and

- v) Acting as adviser to two competitors on similar business issues for example marketing strategies.
- b) In any case, the customer should be appropriately advised of the Company's position in the event that while acting as an adviser, agent or while being involved in a business deal or transaction, a conflict of interest situation arises.

16.4 Steps to be taken where Conflict of Interest arises and an Employee is a Party to the Decision-Making

- a) An employee will be in a conflict of interest situation when a member of his immediate family and/or his associates have an interest (whether in the form of directorship, partnership, shareholdings or through agencies) in entities, which are on SuriaGroup lists of registered contractors or which have contractual or supply arrangements with SuriaGroup, and the employee is involved in any decision or has dealings (whether directly or indirectly) with such entities in the course of his duties with SuriaGroup.
- b) When such conflict of interest situation arises, the employee shall abstain from participating in any decision-making or deliberations involving the entity, which could influence the decision on such dealings and shall forthwith report to SuriaGroup of such conflict of interest. Following such report, SuriaGroup will give instructions to the employee as it deems appropriate.

16.5 Disclosure giving undue advantage to Third Parties

Employee must not be involved with the commission or omission of any act, which gives an undue advantage to an outside party in its dealings with SuriaGroup without prior approval, whether or not such acts or omissions results in him obtaining a personal gain, benefit or advantage in business transactions or dealings involving SuriaGroup.

## 16.6 Solicitation, Bribery and Corruption

- a) An act of corruption by an employee entrusted with duties and authority has the effect of compromising the due and proper performance of his duties and the exercise of his authority, thereby undermining the integrity of the decision-making process and the decision of the business and affairs of SuriaGroup.
- b) An employee is prohibited from, directly or indirectly, soliciting, accepting or obtaining or agreeing to accept or attempting to obtain, from any party for himself or for any other party, any bribe or gratification as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to SuriaGroup affairs or business, or for showing or forbearing to show favour or disfavour to any party in relation to the affairs or business of SuriaGroup.
- c) An employee shall not directly or indirectly, offer, promise or give any bribe as an inducement or a reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to SuriaGroup affairs or business, or for showing or forbearing to show favour or disfavour to SuriaGroup in relation to the affairs or business of SuriaGroup.
- d) In this section, a bribe or a gratification refers to any gift, payment, benefit or other advantage, pecuniary or otherwise, offered, or received in order to secure an undue or improper result, award, decision, benefit or advantage of any kind.

## 16.7 Borrowing Money

- a) Employees are discouraged, under any circumstances to borrow money from other employees. Employees may, however, borrow from banks, insurance companies, co-operative societies or borrowing companies licensed under the Borrowing Companies Act 1969 or incur debt through acquiring goods by means of hire purchase agreement.

- b) An employee shall not, under any circumstances borrow money from his colleagues.
- c) Employees are discouraged to stand as surety or guarantor for any borrower as prevention that he does not in any manner place himself under serious obligation to any person.

#### 16.8 Personal Transactions with Customers, Suppliers and Contractors

- a) An employee shall not, directly or indirectly, enter into transactions or dealings for the purchase or sale of any moveable or immoveable property or for the supply or purchase of any service from clients, suppliers and contractors (or with their agents or representatives) with whom the employee has or is likely to have official dealings on behalf of SuriaGroup.
- b) Any employee who, despite all efforts to avoid transactions or dealings as aforesaid shall seek the express written permission of the Group Managing Director for the conduct of such transaction or dealings.
- c) The granting of permission aforesaid will be subject to the employee convincing the Group Managing Director that such transactions or dealings are inconsistent with the due and proper performance of his duties or fulfilment of his obligation to the Company and will not place the employee in a position of conflict of interest as described in *Subsection 16.1* of this document.

### **17. SEXUAL HARASSMENT**

Employees are strictly prohibited from engaging in any form of harassment, humiliation and intimidation of a sexual nature. This includes suppliers, contractors, interns, practical trainee students and anyone else whom employee come into contact with either at work, during business travel or any other Company's function.



## 17.1 Definition of Sexual Harassment

- a) Sexual harassment is defined as any unwanted conduct of a sexual nature having the effect of verbal, non-verbal, visual, psychological or physical harassment.
  - i) That might, on reasonable grounds, be perceived by the recipient as placing a condition of a sexual nature on his employment; and
  - ii) That might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to his well-being, but has no direct link to his employment.
- b) Sexual harassment can occur between individuals of different sexes or of the same sex.
- c) Based on the above definition, sexual harassment may be divided into two categories, namely sexual coercion and sexual annoyance.
- d) Sexual harassment in the workplace includes any employment-related sexual harassment occurring outside the workplace as a result of employment responsibilities or employment relationships. Situations under which such sexual harassment may take place include, but are not limited to the following:
  - i) At work-related social functions;
  - ii) In the course of work assignments outside the workplace;
  - iii) At work-related conferences or training;
  - iv) During work-related travel;
  - v) Over the phone; or
  - vi) Through electronic media.

## **18. SOCIAL MEDIA**

- 18.1 This is not to discourage or restrict employees from using social media for personal expression or other on-line activities but more to make employees understand the potential risks and liabilities that can occur either directly or indirectly from their personal use of social media and for employees to understand the need to comply with this policy to ensure risks are minimised. Employees shall be solely responsible in their own capacity in the event damage occurs pursuant to their own activities.
- 18.2 Social Media is the internet-based tools for sharing and discussing information among people. It refers to user-generated information, opinion and other content shared over open networks. Whether using personal or Company's property, network or account, social media may include and is not limited:
- a) Social networking sites (Facebook, Twitter, LinkedIn, Reddit and the like) whether using personal or Company's network;
  - b) Video and photo sharing websites (Instagram, TikTok, Snap Chat, YouTube, Flickr, Pinterest and the like);
  - c) Blogging (personal blog);
  - d) Instant messaging (SMS, WhatsApp, Telegram and the like); and
  - e) Other emerging electronic or digital communication applications.
- 18.3 In the event during the course of engaging in social media channels, that employees find any negative information, remark or statement about the Company or violation of this social media policy by other employees, they are required to report it to the Management.

18.4 Any content, comments or posts published must be accurate, not misleading and adhere to legislation and other applicable laws. The following needs to be observed:

- a) Any material that is offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory, hateful, racists, promotes racial intolerance, intimidation, infringes copyright, personal insults and any kind of unlawful and inappropriate material is prohibited in social media channels;
- b) Avoid at all costs any posts or comments that are likely to create damage and bring disrepute to the Company and insult other individuals;
- c) Do not disclose any confidential information or personal information obtained in their capacity as the employee of the Company to the public or any third party; and
- d) To give proper consideration when discussing about religion, politics or other controversial issues that may provoke other people's emotions, feelings and response by demonstrating tolerance and patience.

18.5 Employees are required to report to the Management, in the event during the course of engaging in social media channels that they find any negative information, remark or statement about the Company or any violation of Company's social media policy by other employees.

## **19. SUBSTANCE ABUSE**

- 19.1 Any employee who violates this policy and/or whose performance or behaviour is adversely affected by the usage, possession or trafficking of substances will be subject to disciplinary action. This also applies for situations of substance abuse during business travel or any other Company's function.
- 19.2 For the purpose of this Article, substance abuse herein refers to the use and abuse of psychoactive substance such as drugs, chemical substance and alcoholic beverages.
- 19.3 Any employee who is incapable of performing his works in a safe and acceptable manner due to the influence of alcohol and/or drug will be subjected to disciplinary action. The Company strictly prohibits the use, possession or trafficking of drugs. No employee shall be under the influence of drugs or alcohol or carry such drugs or alcohol while performing his work.
- 19.4 The Company reserves the right to search any employee under the suspicion of substance abuse and/or his personal belongings at the company premise. Any suspected employee who is found to have an alcohol or drug related problem should not be permitted to work.
- 19.5 The Company may require employees to undergo and submit their medical evaluation on the substance abuse. The mode and manner of such tests shall be decided by the Company. Unaccounted periodic or random testing shall be conducted on employees as deemed necessary by the Company from time to time. Should any employee be found to be positive of substance abuse, the employee may be deemed for termination.

## **20. BANKRUPTCY**

- 20.1 Bankruptcy from whatever cause, will be regarded as necessarily impairing the efficiency of an employee and rendering him liable to disciplinary action.
- 20.2 An employee shall be required to disclose the full extent of his bankruptcy to the Company. An employee who fails or delays in reporting his bankruptcy or who reports the same but fails to disclose its full extent or gives false or misleading account thereof, shall be guilty of a serious breach of discipline (whatever the first cause of the indebtedness may be), and shall render himself liable to disciplinary action.
- 20.3 For the purpose of this Article, the expression "serious bankruptcy" refers to the state of an employee's indebtedness which, having regard to the amount of debt incurred by him has actually caused financial hardship to him, and an employee shall be deemed to be in serious bankruptcy:
- a) Where he is a judgment debtor, for as long as the judgment debt remains unsettled; or
  - b) Where he is a bankrupt or an insolvent wage earner, for as long as he remains as an undischarged bankrupt or for as long as any judgment debt against him in favour of the Official Assignee remains unsatisfied, as the case may be.
- 20.4 If serious bankruptcy which has occurred is the result of unavoidable misfortune, the Company may give the employee such assistance as the circumstances appear to warrant.
- 20.5 An employee who obtains annulment of his bankruptcy may be treated as having fully restored his credit.

## **21. DUTY TO REPORT UNSATISFACTORY WORK OR CONDUCT**

It is the responsibility of an employee to report any actions of his subordinates that go against the terms and conditions of employment or any Company's policies that are in force to his superior. Failure to do so would be an offence of negligence and disciplinary action may be taken against him.

## **22. GRIEVANCES PROCEDURE**

- 22.1 Employees should, whenever possible try to resolve dispute and minor issue amicably and informally between themselves or together with their immediate superior. Any grievance should be dealt accordingly and recorded.
- 22.2 If the employee is not satisfied with his immediate superior's decision, then he should discuss his grievances with his Head of Department. The Head of Department will then discuss the issue with Human Resource Representative at respective Company within the Group.
- 22.3 If the employee's grievance remains unsettled after a formal meeting with his Head of Department and GPD representative, after a period of seven (7) working days, it shall then be brought up at a formal meeting with his Head of Subsidiaries for discussion. At this stage, if the employee so wishes, the employee can be accompanied by employee's representative.
- 22.4 If the grievance remains unsettled after a meeting with his Head of Subsidiary, after a period of seven (7) working days, it shall then be referred to the Group Managing Director's office for settlement.

- 22.5 When the grievance remains unsettled, it shall be referred within 60 days by either party (employer or employee) to the Industrial Relations Department (IRD). Subject to the immediate requirements of the Company's operations, neither party shall take any unilateral action to the detriment of the other party during the period the grievance is being processed by IRD in accordance with the procedure set out herein.
- 22.6 If the event that a grievance is not referred to the next step by the employee or the employee's representative(s) or if the employee or employee's representative fails to attend any meeting arranged in connection with the grievance within the time limit specified in each step, the grievance will be considered as settled.
- 22.7 At each step of the grievance procedure where a time limit is specified, such time limit shall only be extended by mutual agreement by the employee or employee's representative and the company.

## **23. WHISTLEBLOWING / INFORMANT PROTECTION**

23.1 The Company will not accept misconduct from a business sense that is perpetrated by employees, directors, contractors or subcontractors, agencies or business partner. Such misconduct includes acts or a failure to act that can cause:

- a) A breach of Law;
- b) Liability from a professional, legal or supervisory standpoint;
- c) Bullying, harassment or abuse of employees;
- d) Exposure that affects health, safety or the environment;
- e) Disclosure of the Company's financial information;
- f) Unauthorised disclosure of confidential or private information; and
- g) The intentional cover-up of any such matters.

23.2 Employees, directors, customers, business partners, subcontractors or any other third party who have concerns about the conduct of the Company or individuals linked to the company are encouraged to report their concerns as quickly as possible.

23.3 The Company encourages the reporting of any incident that has taken place, is taking place or is suspected to potentially take place to the Group Company Secretary (Prescribed Officer) as defined in the SuriaGroup Whistleblowing Policy.



## 24. DISCIPLINARY ACTION

### 24.1 Complaints / Suspicion of Misconduct

- a) When a complaint is received about an employee or an employee is suspected of having contravened any of the SuriaGroup Code of Conduct, Head of Department is required to immediately issue a letter to the employee concerned requesting for an explanation as to why disciplinary action should not be taken against the said employee. The employee must reply within seven (7) days from the date of receipt of the Show Cause Letter.
- b) If the explanation is received, Head of Department has to consider if a 'Prima Facie' (based on the first impression; accepted as correct until proven otherwise) case has been established against the accused employee. If a reply to the letter is not received within the stipulated period, the case against the accused employee is to be evaluated based on the evidence on hand.

### 24.2 Baseless Complaints

After evaluating the case based on the information obtained as stated in *Article 22 (Grievances Procedure)*, if the Head of Department finds the complaint to be baseless or untrue, the case should be withdrawn and the employee concerned should be informed of the withdrawal of the case against him.

### 24.3 Complaints with Basis

If the complaint is found to have basis for disciplinary action, Head of Department or Head of Subsidiary has to evaluate if the misconduct committed is a minor or major misconduct.

## 24.4 Action by the Company

### a) Minor Misconduct

- i) For a minor misconduct, Head of Department or the Head of Subsidiaries does not have to bring the case up to the GPD for further action, but has to conduct a recorded counselling session and to issue a written Caution Letter to the employee concerned with one (1) copy to the GPD for their attention.
- ii) GPD may assign a Para Counsellor to the employee to assist the employee in order to improve their discipline.
- iii) Where there is no case, the employee will be given a Letter of Discharge by the Head of Department or the Head of Subsidiaries.
- iv) In the event that the employee fails to show improvement within the stipulated timeframe agreed by both parties on the misconduct that he had committed, Head of Department or the Head of Subsidiaries may refer the issue to GPD for further disciplinary action.
- v) In the event where three (3) written Caution Letters for a similar offence have been issued within a period of 12 months, the employee shall be subject to an inquiry to determine further disciplinary action.

### b) Major Misconduct

- i) For any major misconduct that involves punishment, the case has to be brought up to the GPD for further action.
- ii) GPD shall conduct investigation of the case and issue Show Cause Letter to request the employee for a written explanation. If the explanation is not satisfactory, GPD will then issue a Charge Letter to the said employee and shall proceed with Domestic Inquiry.

#### 24.5 Action by the Group People Department (GPD)

The GPD may issue a Charge Letter on its own accord.

- a) Before any disciplinary action is imposed on the employee concerned, the employee or his representative (be it another officer or Union) should be given an opportunity to make their case as per the principle of "audi alteram partem" (listen to the other side or let the other side be heard as well) and the provision of this opportunity to the accused employee is a mandatory requirement imposed by the Company.
- b) The GPD may suspend an employee with half pay for a period not exceeding 14 days for the purposes of a Domestic Inquiry.
- c) During the period of suspension, an employee can be instructed to present himself at work to enable the Company to conduct the investigation.
- d) If the disciplinary investigation cannot be resolved in 14 days from the date of suspension, the employee does not have to report to work until a decision is made. In this scenario, the employee will be on suspension with full pay after the end of the initial 14 days period.

#### 24.6 Domestic Inquiry

- a) For the purpose of conducting a Domestic Inquiry, the Disciplinary Committee has to appoint a Panel where the members should consist of a Head of Department as Chairman and two (2) panel members that are not involved with the on-going case. The job grade of the members of the Domestic Inquiry Panel should be higher than the job grade of the accused.

- b) After the Domestic Inquiry is conducted, the Panel has to present a report to the Disciplinary Committee for their consideration.
- c) If the panel finds the employee is not guilty, then a Letter of Discharge will be issued to him.
- d) If the panel finds the employee guilty, the Disciplinary Committee will evaluate the report submitted by the Panel and decide on the punishment that will be meted out to the employee.
- e) If the employee concerned fails to attend the Domestic Inquiry at the time and date set, then the Disciplinary Committee can decide on the punishment to be imposed based on the evidence on hand.

#### 24.7 Punishment

- a) Depending on the gravity of the offence committed and after due inquiry, the Disciplinary Committee may impose any of the punishment or combination of the following punishments:
  - i) Termination without notice;
  - ii) Downgrading;
  - iii) Suspension without pay up to a maximum of two (2) weeks;
  - iv) Deferment of salary increment;
  - v) Withholding of bonus;
  - vi) Withholding of promotion; and
  - vii) Reduction of salary.

## 24.8 Termination of Service

- a) The Company has the right to dismiss an employee after due inquiry for serious misconduct including but not limited to dishonesty, insubordination, gross neglect of duty, bankruptcy and criminal conviction, without giving notice within reasonable time after the due inquiry. The right is in addition to and is without prejudice to its other rights under law.
- b) An employee shall surrender all Company documents, files, vehicles, keys and other Company property in his possession upon termination of his service in the Company.
- c) The employee shall reimburse the Company the value of the replacement cost for any item(s) or the Company property that is lost or destroyed while under his custody.
- d) The employee shall settle all outstanding liabilities and obligations with the Company before any monies due to him are to be released.

## 24.9 Right of Appeal

- a) If the employee who is found guilty after due inquiry is discontent with the decision of the Disciplinary Committee, he may make an appeal within 30 days from the date of Letter of Punishment against the decision to the Appellate Committee formed in Appendix I.
- b) The decision of the Appellate Committee is final.

**APPENDIX I**DISCIPLINARY COMMITTEE AND APPELLATE COMMITTEE

<b>EMPLOYEE LEVEL</b>	<b>DISCIPLINARY COMMITTEE</b>	<b>APPELLATE COMMITTEE</b>
Senior Management	Board of Directors	Board of Directors
Management	Senior Management	Group Managing Director
Executive	Appointed Representative by Group Managing Director	Head of Subsidiaries
Non-Executive		Head of Department

MINOR MISCONDUCT

Acts of Minor Misconduct include but are not confined to the following:

1. Absence without leave.
2. Reporting late for duty.
3. Sleeping while on duty.
4. Loitering during working hours.
5. Stopping work without permission before the stipulated time.
6. Failure to maintain the tools given by the Company in a good condition.
7. Using Company's tools and materials for personal gain.
8. Creating a disturbance on Company premises.
9. Being lewd or with aggressive conduct inclusive of the use of foul language.
10. Incompliance with the Company Policies.
11. Negligence.
12. Failure to maintain the cleanliness of the workplace.
13. Failure to wear uniform provided by the Company or failure to wear a complete set of uniform while on duty.

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

MAJOR MISCONDUCT

Acts of Major Misconduct include but are not confined to the following:

1. Insubordination or disobedience whether alone or in combination with others to any lawful and reasonable order of a superior.
2. Refusing to work overtime when required by the Company.
3. Frequently disobeying Company directions.
4. Consistent abandonment of allocated tasks.
5. Having a gathering or meeting in Company premises without prior approval from the Company.
6. Intentionally slowing down the on-going tasks or inciting other employees to slow down the performance of their tasks.
7. Frequently failing to achieve set targets.
8. Campaigning or collecting fees for the Union within Company premises without obtaining permission.
9. Collecting funds, distributing pictures, drawings, pamphlets or posting up any notices in company premises without prior approval from the Company.
10. Not wearing safety equipment provided by the Company while on duty.
11. Failure to comply with company directions regarding safety or damaging safety equipment.
12. Rioting, acting wild or fighting within Company premises.



13. Taking part in activities which are anti-government or anti-Company.
14. Acting rough, verbally abusing, attacking or threatening to attack or harm other employee or superior within company premises.
15. Act or behaviour that may endanger the life or safety of other people within the Company premises.
16. Inciting other parties to pursue industrial action against the Company with the intention of strong-arming or sabotaging the Company.
17. Initiating a strike or inciting other employees to strike, or behave in a manner that contravenes the law or any rules that have the force of law.
18. Taking part in illegal strikes or inciting other employees to initiate an illegal strike.
19. Picketing within Company premises without authorisation.
20. Being imprisoned or involved in a crime.
21. Engaging in conduct that may tarnish the Company's image.
22. Becoming a debtor or bankrupt in a manner that tarnishes the reputation of the Company.
23. Dishonesty and theft which includes attempted theft or dishonesty related to any Company property or property of other parties which is in the safekeeping of the Company.
24. Stealing other employee's belongings within Company premises.
25. Intentionally damaging or misplacing Company property or the property of other parties in the safe keeping of the Company.

26. Failure to provide reasonable explanation when found to be owning, carrying or keeping Company property or the property of other parties in the safe keeping of the Company.
27. Intentionally failing to report the defects or damage with a tool needed for work purposes to the superior.
28. Intentionally failing to report known damage or other incidents that may cause damage to Company property or the property of other parties within the safe keeping of the Company.
29. Negligence resulting in damage to Company property or property belonging to other parties under the safe keeping of the Company.
30. Giving or accepting bribes or any illegal reward.
31. Fraud, dishonesty, falsification or attempt of the same in connection with the Company's business, money or property.
32. Taking part in unauthorised business transactions in Company premises.
33. Doing work or part time business related to the Company's line of business within Company premises.
34. Disclosing confidential information concerning trade matters, output or calculations, drafts or plans to the Company's competitors or to anyone unauthorised to receive such information without Company approval.
35. Falsifying, damaging or tampering a Medical Certificate or any official document with the intention of the Company.
36. Providing false information in the Employment Application Form or any related documents in regards to employment.

37. Misusing punch card or any tardiness monitoring devices.
38. Tampering with attendance records or recording attendance for other employees or falsifying or damaging records belonging to the Company.
39. Obtaining or attempting to obtain leave by giving false excuses.
40. Smoking in restricted areas in the company premises.
41. Found to be drunk, intoxicated or under the influence of any psychoactive substance while on duty.
42. Bringing any form of psychoactive substance into Company premises.
43. Bringing a dangerous weapon into Company premises.
44. Bringing matches, lighter or other flammable items into restricted area in the Company premises.
45. Frequent absence without leave or absence without leave for more than two (2) consecutive days.
46. Frequently leaving the workplace during working hours without the superior's permission or without any reasonable excuse or without informing or attempting to inform the superior of his absence after an approved period of leave is over.
47. Frequently late to work.
48. Gambling or playing cards (poker), be it involving money or not.
49. Trespassing or occupying a certain area of the Company premises by force.
50. Entering or exiting the Company premises without using the main exit.

51. Permitting or bringing along an unauthorised person into the company premises or any restricted area without authorisation from the Officer in charge.
52. Failure to inform the Company if afflicted with a contagious disease.
53. Refusing medical examination by a Company appointed medical practitioner.
54. Inappropriate or lewd behaviour in Company premises.
55. Refusing to accept official retirement/premature termination of contract that is imposed to behavioural or disciplinary concerns.

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



## GROUP PEOPLE DEPARTMENT

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