A United World At Peace - Through Education
Welcome Message
from Director of Education

This handbook is a first attempt at bringing together in one place policies and procedures relevant to all employees of Tenby Schools, whether teachers or non-teachers, whether school based or in the corporate office.

It is intended to be helpful and supportive. However it is a first attempt and we are aware that there remain plenty of areas for improvement both in the policies and procedures themselves and in how they are expressed in this handbook.

We would be grateful for any comments which may lead to improvements in future editions. Please send any comments you may have to the Corporate Human Resource Manager, Ms Jasmine Ooi (jasmine@tenby.edu.my).

Robert Lloyd
Director of Education
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APPENDIX

1) Document No. THR-SOP-001 ................................................. Transfer of Staff
1.0 GENERAL INFORMATION

1.1 Introduction

Welcome to TENBY SCHOOLS.

On behalf of the Staff and Management, we would like to extend a very warm welcome to you. As a staff member of the Tenby Schools, you have joined an international family of dedicated people all working together to build a brighter future for students from every part of the world.

This handbook is designed to provide you with useful information and guidelines on company policies and Terms and Conditions of Service as well as Staff Benefits for all staff in Tenby Schools. This Staff Handbook supplements the terms and conditions contained in your Letter of Appointment.

Tenby Educare and its subsidiary companies reserve the right to revise or amend any policies, terms and conditions in this Staff Handbook as deemed necessary from time to time. Such amendments shall be made known in writing by the Corporate Human Resource Manager for inclusion in this Handbook.

Any doubt, uncertainty or ambiguity on the interpretation of the contents of the Staff Handbook can be forwarded to the Human Resource Manager for clarification.
1.2 Tenby Vision, Mission and Core Values

➢ **Our Vision**

A United World at Peace – Through Education

➢ **Our Mission**

a) To enable students to:
   - achieve their full potential for academic excellence and achievements in sports and the arts
   - develop the values of compassion, responsibility and integrity.
   - become effective communicators, creative thinkers and independent learners.

b) To encourage the values of cultural diversity and acceptance of others different from oneself.

c) To promote the values of democracy, equality before the law and respect for The Universal Declaration of Human Rights.

d) To promote international understanding for a peaceful world.

➢ **Our Core Values**

These are the core values we look for and seek to develop in all our staff; whether they are in the corporate office or our schools; whether they are teachers, administrators or support staff:

- Education matters, it is central to all that we do
- International mindedness
- Lifelong learning
- Respect
- Sensitivity to cultural diversity
- Effective communication
1.3 History of Tenby Schools

Ipoh International School, the first school to be owned and operated by Tenby Educare Sdn. Bhd., was established in the 1960s by British expatriates. They wanted to ensure that their children received high-quality education based on the British system. Housed in the hall of a Presbyterian Church, the school started as a kindergarten and was originally named Tenby School after the fishing village in Wales, home of the founding Principal, Mrs Dorothy Nelson-Doig. The Tenby name has been retained as an important continuing link to the school’s historical origin.

Tenby Schools in Penang was originally founded by the Augustine family in the early 1980’s as a private school – Sekolah Sri Inai – the first private school on the island to offer a Malaysian curriculum. In January 2005 the school became part of the Tenby Group and was renamed Sekolah Sri Pinang. Tenby International School, Penang opened in 2007, sharing the site of Sekolah Sri Pinang Secondary School. In September 2011 the school moved to a new purpose built campus in Tanjung Bungah.

Tenby Schools, Setia Eco-park the first purpose built campus in the Tenby Group opened its doors in September, 2008. Located in the award-winning Setia Eco-park development near Shah Alam, it provides both international and Malaysian private education.

Tenby International School, Miri originally opened as Piasau Primary school for employees of Shell. It has over many years gained a high reputation especially in the delivery of the International Primary Curriculum. As Tenby International School from September 2011, it opened its doors to both Malaysians and expatriate students of primary and secondary ages.

Tenby International School, Setia Eco Gardens, is the latest addition to the Tenby Schools group and will open in January 2013. It is situated in a new township within the Iskandar Development Region in Johor Baru. It will provide an international curriculum for both expatriate and Malaysian students from Early Years up to the Secondary levels.
2.0 EMPLOYMENT POLICIES & PROCEDURES

2.1 Appointment

The Company is committed to ensuring the competency of its staff through a careful process of professional recruitment and selection.

A prospective employee is issued with a written contract or letter of appointment stating the terms and conditions of employment. Formal acceptance of appointment is by means of the prospective employee signing a duplicate copy of the letter of appointment/contract, within the agreed time period, and returning it to the company.

If, having signed and returned the letter of appointment, the prospective employee fails to report for work on the given commencement date, it is deemed to be a breach of contract and the company shall be entitled to terminate the contract and seek an indemnity of two (2) months' salary in lieu thereof.

The possession of a valid teaching permit issued by the education authorities is a condition of employment for all academic staff. Therefore, employment will cease should the teaching permit not be approved by the education authorities, expire or become non-renewable.

All staff members are required to furnish up-to-date personal information and submit all relevant documents, certificates, awards, commendations etc. represented in their application for inspection by the company. Any staff who failed to provide such information and documents or provide documents which are found at any time to be false may be subject to disciplinary action which may include termination of appointment.

2.2 Probation

All staff members (except those under fixed-term contract) shall undergo a probationary period of three (3) to six (6) months. The purpose of this is to enable both the new member and the Company to determine the suitability and competence of the new member for the post to which he/she has been appointed.

During the probationary period, the work performance of the new staff member is regularly monitored and assessed in order to evaluate his/her performance. A new member of staff who does not perform satisfactorily according to the required standards and/or does not conform to the terms and conditions of employment may be terminated after he/she has been given notice in writing.

Where necessary, the probationary period may be extended for a further period of three (3) months at the discretion of the Company. However, under no circumstances shall the probationary period of any employee exceed nine (9) months.

On successful completion of the probationary period, the new staff member shall be given a letter confirming employment by the Company ("Letter of Confirmation").

There is no automatic increase in salary upon confirmation of service unless otherwise agreed in writing at the time of the appointment.
2.3 **Working Hours**

All staff members shall follow the working days / hours as specified in their Letter of appointment.

A timetable shall be provided to all teachers (academic staff) by the Principal with the teaching hours/days for each term in accordance with the school calendar. Any additional teaching hours/days or other changes shall be notified by the Principal.

All staff members are required to mark their attendance according to the attendance system in the schools/office.

The Company may from time to time and at its discretion vary times of work as may be deemed necessary to its operation.

2.4 **Transfer**

The Company reserves the right, following consultation with the staff member, to transfer him/her from one post to another within the company, subsidiary or associate company of the Group. A written notice will be given to the staff at least one (1) month prior to the effective date of transfer.

Any staff member may request to be transferred from his/her existing job to another and/or from one subsidiary to another subject to the Company's discretion. In filling positions within the group, preference is given whenever possible to qualified persons currently employed, with factors such as ability, experience, and potential for growth taken into consideration. All requests of transfer by any staff should follow the Staff Transfer Policy as per Appendix THR-SOP-001.

Any necessary change/addition/amendments related to the transfer will be clearly stated in a written document to be signed by both parties as an agreement of the appointment.

2.5 **Promotion**

The Company's policy is to provide opportunities for promotion to existing staff members wherever possible and to provide the necessary guidance and training to enable them to develop their careers within the Group.

The determining factors for promotion will include experience, qualifications and attitude to work. However, the paramount factor is the staff's performance at work.

When a staff member is promoted, the Company may require him/her to undergo a probationary period of not more than six (6) months before he/she is confirmed in his/her new position and his/her salary will be adjusted according to the category of the new position.

However, if the staff is not subsequently confirmed by the Company to his/her new position, he/she shall return to his/her grade and salary scale prior to promotion.
2.6 Appraisal

Performance appraisal of all staff will be conducted annually. Appraisal will be based on the Company’s current policies and procedures. Appraisal of teachers will always include lesson observation. Appraisal is not however a single event but the conclusion of a process of monitoring and review which takes place throughout the year.

Appraisal will be conducted by the respective line manager or other senior staff as determined by school and corporate management.

2.7 Increment

Staff salaries are reviewed on an annual basis with effect from 1st January or any other date as determined by the Company. However any annual increase in the salary of any staff member will be at the sole discretion of the Company and will be related to any change in the cost-of-living, appraisal of performance and the profitability of the Company.

2.8 Retirement

The compulsory retirement age for all employees shall be 56 years.

The Company may re-employ a retired employee on a month-to-month or year-to-year contractual basis on the mutual agreement of both parties subject to the employee obtaining a clean bill of health from the appointed Company medical practitioner.

2.9 Income Tax

All staff will be responsible for the payment of all tax liabilities, which may arise on account of all remuneration and benefits of any kind as required under the Malaysia Income Tax Act. The company reserves the right to deduct all taxes due from a staff as required under Malaysian Law.

In accordance with the Malaysian Income Tax Act 1967, upon the termination of service the Company shall withhold whatever monies are due to the staff until clearance is obtained from the Malaysian Income Tax department.

2.10 Overtime

Overtime is only applicable for non-academic staff at the non-executive level with basic salary below RM2000 per month and is payable in accordance to the Employment Act 1955.

Staff members may be required to work overtime at any time and on any day to meet exigencies of service outside the normal working hours at the prior request of the Company.

Overtime shall only be performed at the request of and subject to approval by the Department Head and with the consent of the staff member concerned. No payment will be made for unauthorized overtime claims.
2.11 Termination

The policy on termination notice or salary in-lieu of notice shall cover both the Company and Employee wishing to terminate the contract of service.

Either party may at anytime, whether on probation or after confirmation, give to the other party a written notice of the intention to terminate the contract of service or to pay in lieu of such notice, according to the required notice period:

<table>
<thead>
<tr>
<th>Category of Staff</th>
<th>Notice Period during Probation</th>
<th>Notice Period after Confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Academic Staff *</td>
<td>One (1) month</td>
<td>Three (3) or (4) months *</td>
</tr>
<tr>
<td>Non-academic Staff</td>
<td>One (1) week</td>
<td>One (1) month unless otherwise specified in the letter of appointment.</td>
</tr>
</tbody>
</table>

* This should refer to the written notice as stated in the Contract of Service/Letter of Appointment of the respective staff.

For confirmed academic staff, the employment contract can only be terminated at the end of any school term. For avoidance of doubt, the last working day shall be the last day of the school term.

The Company may also terminate the service of an employee based on the following grounds:

a) The employee is found to be incapable of performing his/her job functions satisfactorily, despite after being given the chance to improve.

b) The employee consistently, systematically and knowingly violates company policy intending to contravene Section 4 of this Handbook.

c) The employee is guilty of wilful breach of contract or persistent insolence or involvement in drugs, firearms or any other criminal offence or is found guilty of misconduct or of becoming involved in serious financial difficulties or of breaching the Company's Rules and Regulations.

The employee who has resigned/been terminated or been dismissed shall return all Company property and obtain Income Tax clearance under Section 64(7) of Income Tax Ordinance (where applicable).

2.12 Exit Questionnaire

All staff leaving the Company, or resigning their post to take up another internally, are given the opportunity to complete an exit questionnaire and if requested an exit interview.

The purpose of this Exit Questionnaire is to get feedback from staff who are leaving Tenby Schools. The information will assist us in addressing relevant concerns with the objective of helping Tenby Schools become a better employer.
We want staff to be open and honest in their Exit Questionnaire.; the information received will remain confidential as it relates to the individual staff member. Reports may be subsequently produced by analysing the information from Exit Questionnaires, but individuals will not be identifiable from any report.

2.13 **Outside Employment**

A Full-time staff of the company shall not accept employment with any other employer, or engage in any business or occupation, part-time or otherwise, during the period of their contract without the prior written agreement of the Company.

2.14 **Private Tuition**

Many teachers have traditionally provided private tuition outside school hours. This represents a part-time business and occupation and should therefore be disclosed to the school principal.

The following specific conditions apply to private tuition provided by Tenby Schools staff (teaching and non-teaching):

If tuition is provided to persons who are not current or past members of the school community then the school principal should be informed of the subjects and courses being offered. Provided that tuition does not take place within working hours or prevent participation in school events and activities (including staff training and parent-teacher meetings) then permission will normally be granted.

The following conditions apply to the provision of tuition to students who are currently on the school roll.

a) Teachers cannot give tuition to students whom they normally teach as part of the school programme.

b) If as a result of class or timetable changes and a student for whom tuition is being given becomes a member of a class taught by the teacher then tuition must end within the period of one month.

c) Under no circumstances should information which the teacher has gained through employment at Tenby Schools be disclosed to a student either directly or indirectly such that the student gains an unfair advantage over other students at the school.

d) The school principal must be provided with a list of the names of students who are receiving tuition together with the subjects and courses being taught. Any changes to this list must be provided as they take place.

e) The tutee’s class or subject teacher as relevant must be informed that tuition is being provided.

f) Tuition cannot be provided to any former students who have been on the school roll during the current school year without the specific prior permission of the school principal.
3.0 EMPLOYEE BENEFITS

3.1 Salary

The Company values its staff members and seeks to reward them fairly for their work and service based on their qualifications, experience and performance.

Salaries shall be determined by the Directors of School or corporate officers, as appropriate, according to the Company policies and salary scales currently in place.

All salaries shall be paid by the end of each calendar month.

3.2 Employees Provident Fund (EPF)

Contributions will be made to the Employees Provident Fund under the Employees Provident Act 1951 at the rate determined by the Board of Employees Provident Fund. With effect from July 2012 staff aged 55 and above have the option of increasing their contributions from 5.5% to 11% in which case the Company will also increase its contribution from 6.5% to 12%.

Expatriate staff shall have the option of contributing to the Malaysian EPF. If he/she opts to become a member of the EPF, monthly contributions at the current statutory rates will be deducted from his/her salary; in addition, the company will provide a contribution at the statutory rate which is applicable to Malaysian employees (currently at 12%) to his/her EPF account. If he/she choose not to make the monthly EPF contribution, the company will be under no obligation to pay its part of the total monthly contribution.

3.3 Social Security Scheme (SOCSO)

Contributions will be made to SOCSO at the rates determined by SOCSO for all eligible staff members to be covered by the SOCSO Insurance Scheme for Malaysian only.
3.4 **Annual Leave**

The provisions below apply to all staff members who are eligible for annual leave.

Staff members who have been confirmed in their positions are entitled to annual leave, calculated proportionately from date of commencement of employment with completed month of service:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>DIRECTOR/PRINCIPAL</th>
<th>MANAGER</th>
<th>EXECUTIVE</th>
<th>OTHERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 5</td>
<td>35 days</td>
<td>20 days</td>
<td>16 days</td>
<td>14 days</td>
</tr>
<tr>
<td>6 – 10</td>
<td>35 days</td>
<td>22 days</td>
<td>18 days</td>
<td>16 days</td>
</tr>
<tr>
<td>11 – 15</td>
<td>35 days</td>
<td>24 days</td>
<td>20 days</td>
<td>18 days</td>
</tr>
<tr>
<td>16 - 20</td>
<td>35 days</td>
<td>26 days</td>
<td>22 days</td>
<td>20 days</td>
</tr>
</tbody>
</table>

Annual leave shall be taken upon obtaining approval from the Director of Schools or Director of Education as appropriate. Staff should apply for annual leave at least three (3) days in advance by filling in a prescribed form. Failure to abide by this may result in the leave application not being approved. The Company reserves the rights to withdraw its approval subject to exigency of service.

Staff shall not absent themselves from duty for the purpose of annual leave without the prior approval of the Company.

School based non-teaching (administrative) staff should normally take leave in the school holiday periods in order to ensure the efficient operation of the school during term time. School principals, in particular, should normally only request to take leave during term time for emergency or exceptional circumstances. Directors of School however may sometimes need to be at work during school holiday periods to oversee major school renovations or construction and will need therefore to take leave during the school terms.

The annual leave entitlement should be utilized within the same calendar year. Where exigencies of service do not permit the leave to be taken during the year of entitlement, the balance of leave, subject to a maximum of 10 days, can be carried forward and accumulated in the following year. Any excess balance of leave above the 10 days shall be forfeited.

All leave taken prior to confirmation of service or which exceeds a staff's entitlement will be considered as unpaid leave.

Teachers are expected to attend work on all days that the school is in session and open to students as set out in the annual school calendar and any amendments to it that may be made from time to time. In addition teachers may be required to attend staff training or other activities organised by the school for up to a maximum of 15 days each year during the school holiday periods or on Saturdays.
3.5 Casual/Compassionate Leave

Staff shall be entitled for a maximum of 3 days at any one time with a total of 7 days per year for any of the following occasions / reasons:

a) Own Marriage
b) Marriage of Child
c) Paternity Leave
d) Death of an Immediate Family Member/ Parents-in-law/Grandparents
e) Convocation of Staff/Children (for teaching staff only)
f) Sickness of Children (for teaching staff only)

3.6 Examination Leave

Confirmed staff may be granted paid leave not exceeding 7 working days per calendar year for taking relevant examinations, subject to the following conditions:

a) Only confirmed staff are entitled to examination leave.
b) Management has to certify that the examinations are relevant to the staff’s work.
c) Documentary evidence on dates of examinations must be produced.
d) Examination Leave is granted for examination days only and not for study purposes

3.7 Maternity Leave

Female staff who have completed ninety (90) days service with the Company will be granted two (2) months maternity leave on full pay. Irrespective of the actual date of confinement, not more than sixty (60) consecutive days paid leave shall be allowed in respect of any one confinement.

Application for maternity leave shall be in writing and made not less than one month prior to the date on which it is desired that maternity leave shall commence. The application should be supported by a certificate from a registered medical practitioner.

Maternity leave will only be granted after the twenty-two (22nd) week of pregnancy.

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

Where a public holiday falls within the period during which a staff is on maternity leave, such holiday shall not be accrued to an employee’s leave entitlement for the year.

3.8 Public Holidays

Gazetted National and State Public Holidays shall be observed in the respective States in which the Company’s operations are carried out.
3.9 **Bonus**

Locally employed staff (Malaysians and locally employed expatriates) are entitled to be considered for an annual bonus. Overseas appointed expatriate staff are not entitled to receive an annual bonus but do of course benefit from the overseas allowance and associated benefits.

Any bonus shall be at the sole discretion of the Company and will be subject to the overall financial performance of the Company and the annual performance appraisal of the member of staff.

A member of staff’s bonus payment will be calculated from his or her average basic salary during the previous year.

A new staff member who has his/her appointment with the Company confirmed during the calendar year shall be paid proportionate bonus based on completed months of service and part thereof as at the date of bonus payment.
3.10 Medical Benefits

a) Medical Treatment

Medical consultation/treatment shall be provided for the staff members through a Panel of Doctors appointed by the Company or by Government hospitals. The maximum claim per staff per annum is RM500.00 - any unclaimed sums cannot be carried forward to the following year.

When medical consultation/treatment is required, staff are advised to consult the Company’s Panel of Doctors as far as possible. When this is not possible or in times of emergency, only registered medical practitioners should be consulted. All expenses incurred for the consultation/treatment by other registered medical practitioners shall first be borne by the staff himself. The Company shall reimburse such expenses when an official receipt is presented to the Administration Department. Medical expenses with no receipts will not be accepted.

Expenses incurred for specialist consultation and/or treatment shall be borne by the Company only if the specialist treatment/consultation is recommended by a member of the Panel of Doctors or by Government hospitals.

Effective from 1 January 2012, dental charges will be accepted as part of the staff’s medical claim; however, the Company will not pay for the following:

- Consulting non-registered medical practitioners.
- Spectacles, hearing-aids, self-inflicted injury,
- Non-prescription drugs and first aid materials.
- Vitamins and other health supplements, except where these are part of medical prescriptions.
- Maternity charges including consultation, delivery, confinement, abortion or miscarriage.

b) Medical Leave

All staff shall be entitled to sick leave with the recommendation of a Company panel doctor or in the case of emergency by any government medical officer or registered medical practitioner or dental surgeon.

Maximum medical leave granted (other than by reason of hospitalization) during the calendar year of continuous service shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Entitlement Per Calendar Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>14 days</td>
</tr>
<tr>
<td>3 - 4 years</td>
<td>18 days</td>
</tr>
<tr>
<td>5 years and above</td>
<td>22 days</td>
</tr>
</tbody>
</table>
c) **Self-Certification for First Day of Absence for Medical Reasons**

The normal practice in Malaysia is that a medical certificate signed by a registered medical practitioner is required to cover each and every day of absence through illness.

At Tenby however we are aware that if you are taken ill it may sometimes be difficult to get to a doctor immediately, especially if you live alone or are new to the area. Equally if for example you are suffering from a very bad cold sufficient to warrant you not attending school but from which you expect to have recovered within 24 hours, then attendance at a medical clinic simply to get a certificate is an unnecessary expenditure.

Therefore Self-Certification can be used instead of a medical certificate **to cover the first day of absence only**. Any absence extending for more than one day must be covered by a medical certificate in the usual way.

The Self-Certification form must be completed and taken in person to the school principal or Director of Schools immediately upon your return to work.

The acceptance of self-certification is at the absolute discretion of the Principal/Director of Schools who may at any time require the future absences of any member of staff to be fully covered by medical certificates.

d) **Hospitalization**

Where hospitalization is necessary, the medical leave may be extended up to sixty (60) days in aggregate in each calendar year in addition to the annual medical leave entitlement in Article 3.7.2.

And if the staff is certified by the Company doctor or registered medical practitioner to be ill enough to be hospitalized but is not hospitalized for any reason whatsoever, the staff shall be deemed to be hospitalized.

**3.11 Group Hospitalization and Surgical Policy**

A staff member and his or her legal spouse who is not working plus two children below 18 years old are covered by the Company’s Group Hospitalization and Surgical Policy subject to the terms and conditions of the relevant insurance policies arranged by the Company. All medical and hospitalization expenses incurred that are not reimbursable under the insurance policy shall be borne by the employee.

The general practice of the Insurance Company is to hold cover of the insured up to 60 years old. Any insurance cover for an individual above 60 years old is subject to approval from and a small surcharge by the insurance company. The same amount shall be borne by the staff. A copy of the detailed policy is held by the HR/Administration department of the school.
3.12 **Group Personal Accident Insurance Policy**

All staff members are covered by the Company’s Group Personal Accident Insurance Policy for death or permanent injury. The maximum coverage is equivalent to four (4) years’ of the last drawn basic salary. A copy of the detailed policy is held by the HR/Administration department of the school.

3.13 **Travel Allowance**

a) **Mileage Claim on Road Travel**

All staff members who are required to travel on business with his/her own car or motorcycle, may claim for mileage expenses incurred at the following rates applicable on a per calendar month basis plus the actual toll and parking expenses incurred by submitting the original receipts:

- **Motor Car**
  - RM0.60 per kilometre travelled

- **Motorcycles**
  - RM0.20 per km or RM60/- per month (whichever is lower)

b) **Taxis and Buses**

Reimbursement of full fare with receipt.

c) **Meal Allowance**

The Company will pay meal allowances to a staff who are required by the Company to travel outstation (within Malaysia) in the following manner:

- **Breakfast** RM15
- **Lunch** RM25
- **Dinner** RM25

**OTHER COUNTRIES**: Based on actual bills submitted
3.14 Children’s Education at Tenby International School

The company recognizes the contribution of all members of staff and the importance of education for their children and hence provides the following benefits for confirmed staff for their children to pursue their education in any of Tenby Schools:

a) All enrolment/registration/application fees waived.

b) Only 30% school fees are chargeable for up to two (2) children at any one time. For example, when the first child leaves, the third child may continue to enjoy the discount. This would also apply to the siblings of SiWu Scholarship holders.

3.15 Staff Discount on Purchase of Residential Property

The following discount policy is offered to all staff for the purchase of residential properties developed by Kinta Properties Group:

a) All staff with employment records of more than 3 years are entitled to 5% discount on the prevailing selling price of one unit of residential property.

b) The property cannot be sold or transferred within 3 years of taking vacant possession except with the written consent of the Management.

c) The property can be registered in the joint name of the staff and spouse/immediate family.

d) Staff who have enjoyed the 5% discount in compliance with this policy will still be entitled to a discount on future purchase of properties every 3 years according to the prevailing discount policy at the time of purchase.

For the avoidance of doubt, the discount policy applies strictly to residential properties only, excluding vacant land, shop houses and properties which are regulated under a price control scheme.

This policy shall be subject to review by Management which reserves the right of revision of scheme at its sole discretion.

3.16 Club Membership

The Meru Valley Golf and Country Club is offering all full time staff members of Tenby Schools special membership privileges on the following terms and conditions (this may change from time to time as deemed necessary by the management of the Club):

a) No entrance fee – fully exempted.

b) The monthly subscription fee is payable by the nominating company before the due date of each month. The prevailing monthly subscription fee is as follows:

- Individual Golfing RM132.60 (inclusive 6% government tax)*
➢ Sport & Leisure RM63.00 (inclusive 6% government tax)*

*Subject to change by the management of the Club

c) Only existing full time staff who earn a basic salary of RM1500 and above per month. (For those who do not meet the above criteria, special permission or approval has to be obtained from the Management.)

d) The spouse and his/her unmarried children below the age of 21 are permitted to use and enjoy the club facilities.

e) Membership is terminated upon resignation of staff from the group of companies.

f) No signing facilities.

g) Membership is not transferable.

h) The staff and his family members are required to observe the Rules and Regulations or the By-Laws of the Club at all times.

i) The membership automatically terminates when the staff leaves the Company nominating him/her.
4.0 PROFESSIONAL EXPECTATIONS OF STAFF

The business of Tenby Schools is the education of children and young people. We all work in an environment where we are in contact with and can be observed by students and their parents.

Whether as teaching or non-teaching staff we have therefore to dress and behave in a manner which sets an example to our students and meets the expectations of parents. Malaysia is in many ways a conservative culture. It is also a predominantly Muslim society, albeit a liberal one. All staff, but especially expatriate ones, need therefore to be sensitive to local expectations of standards of appearance and behaviour.

4.1 Professional Integrity

The parents of our students are in the main professional people. They have made a significant financial commitment in sending their children to Tenby. Understandably therefore they have high expectations of the school and its staff. It is essential that we always adopt high standards of professional integrity and are deserving of the trust and respect which is given to us. In particular please note the following:

a) To treat all students equally and with respect, avoiding favouritism or prejudice and complying always with the Tenby policy on “Promoting Racial Understanding”.

b) There are many families with 2 or more siblings in our schools. Always avoid comparing one sibling to another whether it be for the better or the worse.

c) Disagreements with colleagues may at times be unavoidable but always try to resolve these amicably and in private. Never argue with colleagues in the vicinity of students, parents or indeed other members of staff.

d) Never make comments or pass judgements about one student when speaking to another, or to a class whether that student is present at the time or not.

e) Gossip and rumour can be very damaging and are sometimes unfortunately prevalent within our local community. Sometimes inadvertent remarks however innocent can be misconstrued and passed around. Therefore please take great care in what you may say or pass on. The deliberate circulation of rumours about individual staff, students or parents is totally unacceptable.
4.2 **E-Mail Etiquette**

E-mail is a very useful means of communication. However, like any form of communication, it is also capable of overuse and abuse!

Please consider carefully and follow the guidelines given below when using your Tenby e-mail account. The guidelines are intended to ensure that e-mail is used effectively and in a way which is courteous to others. At the same time, we want to avoid overloading everyone’s in-boxes.

a) Plan to check your e-mail in-box once each day (but not during lessons!) – and do not expect others to check or reply more frequently than this. If something is urgent then please see or phone the person.

b) Do not CC anyone unless they really need to know or have asked you to do so, do not expect a reply from anyone on the CC line. Please avoid using the CC line to inform a more senior colleague as a way of putting pressure on the recipient.

c) Only include people on the “To” line who can be expected to reply.

d) Do not send circular mails to the whole school staff unless everyone genuinely needs to know and it has been approved by the deputy principal or senior management.

e) In sending e-mails from the school address to those outside the school please ensure that you do not express personal views that could be misinterpreted as those of the school. The unauthorized release of personal or commercially sensitive data could result in disciplinary or legal action.

f) Please be aware that, despite its apparently temporary nature, sending an e-mail is the same as sending a letter or publishing a document. It can be stored, resent and distributed to large numbers of people. It can be used as evidence in disciplinary or grievance procedures as well as in courts of law.

g) It is of course important that we always maintain the high standards of professional communication in sending e-mails as we would in speaking or writing to someone. In order to achieve this, please note the following;

- Please do not use e-mail as a way of avoiding face to face contact with someone. In particular, avoid using e-mail to make a complaint; rather go and speak to the person concerned.

- Any third person mentioned in an e-mail should be sent a copy of the mail.

- Generally avoid using the BCC line, it can too easily become a way of appearing to be doing something “behind the recipient’s back”.

- Please “Top and Tail” all e-mails, even if only with “Hi” and your name.

- Please avoid all sarcasm and implied criticism when writing e-mails; if appropriate be “explicit but nice”.

If we can all try to follow these points then going through our in-boxes may be a more pleasant and less arduous experience for everyone!
4.3 Policy on Promoting Racial Understanding

Tenby Schools are committed to ensuring equality of opportunity for all and valuing the diversity of our school communities.

a) All members of the Tenby community shall be treated equally irrespective of culture, race, ethnicity, language or religion.

b) Racism in any form is unacceptable. Racial abuse, derogatory comments and racial discrimination by either students or members of staff will be dealt with severely through the disciplinary system.

c) The school values the cultural and linguistic diversity of its staff and students and will encourage all members of the community to respect and learn from those of different cultures from themselves.

d) All staff and students should be given the opportunity to develop the values, understanding and skills to participate in an international community.

Any form of racism in a student is unacceptable and should be challenged. Any teacher who observes or receives a report of any incident involving racism should immediately investigate such an incident, take appropriate action and report the matter to the Deputy Principal.

Any allegation of racism against a member of staff should be reported to the Principal or Director of Schools who will arrange for the allegation to be investigated. Should the allegation prove to be justified then the incident will be dealt with firmly through staff disciplinary procedures.

4.4 Dress Code

Given the diverse nature of teaching and non-teaching roles within the school and taking into account the climate and the need for sensitivity towards the local culture; staff members are expected to dress in an appropriate professional manner to carry out their duties.

The following items are not considered professionally acceptable and are not permitted: shorts (PE teachers may wear appropriate sports clothing but should dress as all other staff for parent/teacher consultations and other formal occasions), tight or skimpy clothing, denim, items which reveal the midriff or items which are transparent.

Male teachers should wear a short or long sleeved shirt with a tie.

Female staff, both teaching and non-teaching, need to be particularly sensitive towards cultural expectations and should always ensure that shoulders are covered, necklines are not revealing and either full length trousers or skirts no shorter than knee length are worn.

On certain days of the school year when special events take place, students and staff may dress informally however even on these occasions it is important to take account of cultural sensitivities.
4.5 Use of Handphone

Students are discouraged from bringing hand-phones to school. However if they do bring phones then they must be switched off during the school day. Members of staff are expected to also set a good example in this respect and switch phones to silent mode during school activities, meetings and above all when teaching. Teachers should not make or reply to calls or messages during the times they are scheduled to be teaching.

4.6 Leaving the School Site

On occasions you may need to leave the school campus for a work-related reason or for a personal appointment that cannot be arranged out of school hours. It is essential that the Principal or Deputy Principal is made aware of your absence and return in case of an emergency, or, for example, a fire practice. Therefore please always ensure that you sign in and out at the school office on any occasion when you leave the school site during the school day, and again when you return.

It is essential that there are sufficient staff on the school campus during lunch breaks in the event of any emergency or major incident. If therefore you plan to leave the school campus during the lunch-hour on a regular basis, then in the first instance please discuss this with the Deputy Principal.

4.7 Smoking and Alcohol

Tenby Schools campuses are non-smoking areas. (If necessary please point this out politely to visitors to the school). No staff (teaching or non-teaching), students or visitors should therefore smoke on the school site.

Ministry of Education Regulations forbid the presence or use of any alcoholic drinks on school premises when any children are present. Please do not therefore bring or consume alcohol on the school premises. If you wish to celebrate with colleagues, then please go off site!

4.8 Attendance & Punctuality

Attendance and punctuality are important and every staff member is expected to work when scheduled and to arrive on time. Strict punctuality should be observed at all times. A member of staff will be considered not punctual if he/she is late for work persistently without reasonable/acceptable excuse.

All academic staff are expected to be in school on or before 7.30am and non-academic staff should be in on or before 8.00am. All employees are required to sign/scan in their attendance on the Attendance Book/Time Recorder provided by the Company.

All teachers are to advise the Principal or Deputy Principal if they are unable to attend school or anticipate will be late to work on or before 7.30am for necessary arrangement of relieving teacher(s).
4.9 **Absenteeism**

A staff member who absents himself/herself from work for one day without leave from the Company or without reasonable excuse shall be liable for disciplinary action, i.e. written warning.

If a staff repeatedly absents himself/herself from work for the third time without leave or sufficient reasons, his/her act amounts to misconduct and liable for instant dismissal.

The Company may terminate the service of an employee without giving notice if his/her action is tantamount to breach of contract of employment with the Company by being continuously absent from work for more than two consecutive working days:

a) Without prior leave or reasonable ground for the absence, or

b) Without informing or attempting to inform his/her superior of any valid reason for the absence.

4.10 **Return of Company Property**

All articles issued to you free of charge shall be construed as on loan.

Prior to leaving the Company, all articles issued on loan must be promptly returned to the Company or otherwise disposed of as the Company may instruct.

Dishonest appropriation of property belonging to the Company with the intention of permanently depriving the Company of it is tantamount to “theft.”

4.11 **Safety**

All members of staff must observe and comply with the safety regulations and safeguard at all times for the safety of all staff including himself/herself. Therefore, it is the responsibility of each staff member to ensure that any accidents, whether or not an injury occurs, and potential hazards are reported to the Principal or to the Health & Safety Team.

4.12 **Safeguarding the Company Properties**

All staff members shall exercise respect and safeguard with due care the integrity of Company Properties and also properties of the other staff.

Company properties in this context shall include intellectual property.
4.13 Confidentiality

During the course of your employment with Tenby Schools, you will come into possession of information which is commercially sensitive or which relates to individual members of staff, students or their families.

All such information should be regarded as confidential and at no time either during or after your employment should such information be divulged or disclosed either to other persons, to other organisations or more broadly through electronic media or social networking sites etc. Please be especially careful of releasing personal or sensitive information though casual conversations or though comments made on blogs, “Facebook” or similar sites. Thoughtless comments through electronic media can easily be made, cause considerable offence, and be impossible to retract.

When, for whatever reason, your employment at Tenby Schools comes to an end promptly return or otherwise dispose of, as may be instructed, all documents which may contain sensitive information regarding Tenby Schools or about its students or staff or their families. Similarly all such data should be deleted from the hard drives of any computers of your own or which have been loaned to you.
4.14 Policy on Copyright

There are international conventions and legislation on copyright which are applicable to printed material, video, sound recordings and computer software. These international conventions apply in Malaysia and are reflected in legislation through the Copyright Act of 1987. Under the terms of this act infringement of copyright may lead to a fine of up to RM10,000 and/or up to five years in jail!

As an organisation responsible for the education of young people Tenby Schools need to set an example by abiding to the legislation, and encouraging our students and their parents to do likewise.

Tenby students should be taught about copyright legislation, its importance and the reasons for it as part of PSHE, moral education and ICT lessons.

a) Printed Material

- All school textbooks, library books and reference books should be originals and not photocopies. Any existing photocopied books which are found should be removed and destroyed.

- Students should be instructed to buy only original textbooks; students should not be allowed to bring photocopied books into school.

- In relation to material for teaching and learning the “rule of thumb” should be that unless copyright is waived (which is always clearly shown on the material) then only extracts of up to 20% in total of the document should be photocopied for educational purposes.

- Photocopied material should not be sold by the school to students.

- Teachers’ guides (whether in print or on disc) should not be copied for use outside of the campus for which the original was bought.

b) Audio and Video Recordings

- Any CDs, VCDs or DVDs bought by the school must be original discs and not “Pirated discs”.

- In order to ensure the security and care of expensive copyright material on discs, the school IT Manager is permitted to keep the original in a secure store and to issue copies of the disc to teachers for use only in the school.

- Short extracts of video material down-loaded from the internet may be used for teaching purposes within the classroom. However down-loading, for example, complete movies is not allowed.
c) **Software**

- All software installed on the school network or individual computers must be licensed for use by Tenby Schools.

- The use of unlicensed software is not allowed and staff will be personally liable for any illegal software installed on any computer issued to them.

- The IT manager in each school is responsible for ensuring that software licences are up-to-date and cover sufficient users. Any discrepancies should be reported to the Director of schools.

- The annual cost of renewal and additional software licences will be included as a discrete item in the annual school budget.

4.15 **Court Proceeding and Summons**

Employees shall not initiate any legal proceeding in relation to any function or work of the Company for and on behalf of the Company without first obtaining the consent of the Director of Education.

An employee who has been served a summons against him/her in connection with a matter involving his/her official duty must report the matter immediately and directly to the Director of Schools or Director of Education as appropriate so that further directives can be given and appropriate action to take.
5.0 STAFF DISCIPLINARY PROCEDURE

Like all employers, Tenby Schools expects its staff to abide by the rules and regulations of the company and behave in a professional and responsible manner at all times. This is important in any company, but particularly so in one that is responsible for the education of children and young people. All staff, whether teachers or not, have a responsibility to set a good example to students and behave towards them in a responsible and professional manner. We must all ensure that we never betray the high expectations of parents for the care and protection of the students entrusted to us.

Most employees recognise their responsibilities to the Company and to our students and maintain high standards of professional behaviour. However this disciplinary procedure sets out the action, which will be taken when expectations are not met or rules are breached. It is intended to encourage staff to conform to high standards of conduct. The taking of formal disciplinary action is used rarely and only when appropriate.

When a member of staff fails to meet the expected standards, an oral reminder, advice or counselling normally results in correction of the situation. However, when an employee does not respond to oral reminders or counselling, appropriate formal disciplinary action may be necessary. This may range from an oral warning, to written warnings, demotion or ultimately to dismissal, depending upon the seriousness of the offence, the circumstances surrounding it and the past disciplinary record. A period of suspension without pay (for a period of not more than two weeks), a reduction or withholding of annual bonus or increment may also be the consequence of disciplinary action.

5.1 Disciplinary Action

These disciplinary actions may be taken in sequence to give the opportunity for the member of staff to show improvement. However a single disciplinary offence if sufficiently serious may lead immediately to any of the appropriate disciplinary actions below:

a) **Oral Warning**

1) A formal oral warning may be given by the following staff as appropriate: Director of Education, Directors of Schools, Principals, Head of Administration/Bursar.

2) The staff member is asked to attend a meeting with the relevant manager (as above). It is made clear that the purpose of the meeting is to discuss a disciplinary matter.

3) The manager explains the concern(s) and gives the staff member the opportunity to respond.

4) If, having heard the employee’s response, it is still appropriate, the manager gives the employee an oral warning regarding his or her future conduct, making clear that this is a formal oral warning within the disciplinary procedure and the improvement which is expected in future.
5) A brief written note is placed in the staff file, explaining that an oral warning has been given, the reason for it and the improvement expected. The note should be dated and signed by the manager and employee.

b) **Written Warning**

Points 1 to 3 of the procedure for an oral warning apply.

If having heard the employee’s response, it is appropriate that a written warning is given then the following applies:

1) The warning letter should give details of the problem and the circumstances surrounding it including reference to any earlier counseling, advice, oral warning or previous written warnings. It should make clear the targets for improvement and the time scale for these. It should include the likely consequences if these targets are not met.

2) The manager should hold a formal meeting with the employee at which the letter is issued and its content made clear. The employee should sign a copy of the letter to acknowledge its receipt and be given the opportunity to submit a written statement in response to it.

3) At the request of the manager a member of the Tenby HR team may be present as witness to the meeting.

4) The copy of the warning letter together with any written response should be kept in the Employee’s file.

c) **Final Written Warning**

A final written warning may be issued only by the Director of Education or Directors of Schools, as appropriate. The procedure for issuing a final written warning is the same as that for a written warning except that the letter of warning makes clear that failure to achieve the improvements expected within the time scale given is likely to result in dismissal.

A final written warning may be issued where previous oral or written warnings have failed to lead to any improvement or where a single offence is sufficiently serious to warrant it.

Where the Director of Education or Director of Schools feels that a disciplinary matter is sufficiently serious as to be likely to result in either a final written warning or dismissal, then a Domestic Inquiry (DI) should be arranged and the relevant Director be guided by the recommendation of the DI panel.

d) **Dismissal**

A decision on the dismissal of a member of staff as a consequence of misconduct can only be made by the Director of Education or by a Director of Schools in consultation with the Director of Education. A Domestic Inquiry must always be held prior to the decision to dismissal. Where the nature of the misconduct is such that the continued presence of the employee at the place of work whilst the Domestic Inquiry is being arranged is not appropriate then the
employee may be suspended. Suspension may be on full pay or, for a period not exceeding 14 days, on half pay. However, if the inquiry reveals his/her innocence, any payment withheld shall be restored to the employee.

If the decision on dismissal differs from the recommendation of the Domestic Inquiry then the Director of Education or Director of Schools, as appropriate must provide a written statement explaining clearly why the decision has been made despite the conclusion of the DI. This statement should be attached to the DI report.

5.2 Right to Appeal

An employee who contends that he/she has been disciplined or dismissed from the company without just cause may present a written grievance claim in accordance the Company’s grievance procedure, within five working days of notification of the disciplinary action or dismissal.

5.3 Arrangement for a Domestic Inquiry

a) The Panel

The panel for a domestic inquiry will consist of not less than three and not more than five members. The members of the panel will have had no previous involvement in the disciplinary procedures related to the member of staff concerned. In the case of school-based staff at least one of the panel members will be from outside of the school. The panel members may be managers and senior managers within the company, Board members or where deemed appropriate by the Company may be independent persons.

One member of the panel will be chosen by the panel members as Chair of the panel.

A member of the Company’s HR staff will also be present at the Inquiry and act as the “Investigating Officer”.

b) The Procedure

The employee will have been notified in writing of the allegation(s) in advance of the Panel meeting.

1) The Chair introduces all those present and outlines the procedure.
2) The Investigating Officer presents the facts of the case and may call witnesses.
3) Questioning of witnesses proceeds in the following order:
   - Investigating Officer questions the witness
   - Employee may question the witness
   - Panel members may question the witness
4) Witnesses leave the room at the conclusion of their evidence and examination.
5) The employee may seek clarification from the Investigating Officer.
6) The panel may seek clarification from the Investigating Officer.
7) The employee has the opportunity to respond and may call witnesses. Questioning of witnesses proceeds in the following order:
   a) Employee questions the witness
   b) Investigating Officer may question the witness
   c) Panel members may question the witness
8) The Investigating Officer may question the employee.
9) The Panel members may question the employee.
10) The Investigating Officer sums up the management case.
11) The employee sums up.
12) A written record of the proceedings will be made.

Following the hearing the Panel will consider the evidence provided during the inquiry and submit within ten working days a concise report to the appropriate authority in the Company including a recommendation as to whether disciplinary action is appropriate and if so what it should be.

If the employee concerned is absent without a satisfactory explanation offered, the case may still be heard in his or her absence and the outcome of it will be communicated to him or her.

5.4 **Examples of Misconduct**

The following lists are for clarification and are not intended to be exhaustive.

a) **Misconduct:**

   a) Unsatisfactory timekeeping.
   b) Absence without permission.
   c) Unsatisfactory standards of work.
   d) Failure to follow recognised procedures, e.g. holiday and sickness notification.
   e) Abuse of leave entitlements including medical leave.
   f) Rudeness or incivility to students, members of the public or fellow employees.
   g) Gambling on company premises.
   h) Drinking alcohol during working hours.
   i) Improper disclosure or use of private or confidential information
   j) Private tutoring (beyond that permitted by the company policy (2.14 above)
   k) Inappropriate methods of behavior management

b) **Gross Misconduct (behaviour which could lead to instant dismissal):**

   a) Harassing, bullying or abusing other employees, students or members of the public including any type of discriminatory behaviour.
   b) Possessing, using, or dealing in illegal drugs.
• Drunken, disorderly, indecent or immoral conduct, whilst at work or on company premises.

• Wilful assaults or fighting with fellow employees, students or members of the public.

• Conduct outside working hours which could result in a loss of trust in an individual as an employee, or a conviction which renders it unlawful for the employee to carry out their duties e.g. A loss of a driving licence whilst in a driving post.

• Malicious damage to Company property.

• Theft from, the Company, other employees, students or members of the public.

• Fraud or deliberate financial irregularity involving the company’s money or resources, including corruptly receiving or giving bribes.

• Unauthorised use or misuse of Company information. This would include issues involving confidentiality and Data Protection.

• Misuse of the Company’s computer systems/equipment/resources, e.g. e-mail and internet facilities, including contravention of the Company’s guidelines for acceptable use of the Internet; eg. for private tutoring; etc.

• Any action that leads to breach of trust and confidential in examination procedures and tarnished the school image.

• Defamation of the school, or its students on any media.

• Deliberate and serious breach of safety rules and instructions.

• Sexual misconduct whilst on Company property.

• Sexual misconduct with a student of Tenby Schools or any under-aged child.

• Repeated disobedience to reasonable instructions from management, or serious acts of insubordination.

• Claiming false qualifications, or other material facts, age or previous experience, or good health during or after appointment to the Company.

• Physical violence.
6.0 GRIEVANCE PROCEDURE

6.1 Introduction

Members of staff may have grievances about their working conditions, application or non-application of policies and procedures, working environment, relationships with management or colleagues, or their duties and responsibilities. Grievances may arise from discrimination, harassment, bullying or victimisation.

All members of staff have a right to seek redress for grievances relating to their employment.

This Grievance Procedure provides a mechanism whereby problems can be raised and addressed. Such problems should be dealt with as a matter of priority before they develop into major problems.

Tenby Schools will strive to prevent any member of staff from being victimised as a result of the grievance or any subsequent investigation/management action. However, if a grievance is frivolous, vexatious, malicious, or without justification, it may lead to disciplinary action.

6.2 Stage 1 – Informal Procedure

a) Every effort should be made to resolve a grievance using an informal approach.

b) To resolve a grievance informally you should approach:
   - Either the person against whom you feel you have a grievance
   - Or the Principal of your school, if your grievance is against the Principal you may approach the Director of Schools
   - Or a neutral third party whom you feel could act as a mediator between yourself and the person who has aggrieved you
   - Or, if you are a non-teaching member of staff, the Head of Administration, if your grievance is against the Head of Administration you may approach the Director of Schools

c) You may state your grievance either orally or in writing but you should make clear in advance that you have a grievance which you are attempting to resolve informally.

d) At this stage the person to whom you take the grievance may try to resolve it through:
   - Advice to you about how you might resolve the matter yourself
   - Taking any appropriate immediate action
   - Speaking on your behalf to the person against whom you feel you have a grievance
• Arranging a meeting between yourself and the person against whom you feel you have a grievance
• Mediation, on the basis that both parties agree to this
• Referral to a third party who may be able to resolve the grievance
• Recommending that you move to Stage 2 of this procedure.

e) If informal steps have been attempted but not led to a resolution of your grievance then you may wish to move to Stage 2

6.3 Stage 2 – Formal Procedure

a) This formal procedure should only be used when an informal approach has been attempted and failed to lead to a resolution.

b) You should make a formal written statement of your grievance. This must include:
   • The name of the person against whom you have the grievance
   • The exact nature of your grievance and a description of the circumstances surrounding it
   • The informal steps that you have already taken to resolve the grievance
   • The remedy that you are seeking
   • Any documentation to support or clarify your grievance should be attached to the statement
   • The statement must be signed and dated.

c) The written statement of grievance should be sent to the Principal and in the case of a grievance against principal to the Director of Schools or in the case of a grievance against the Director of Schools to the Director of Education.

d) A copy of the statement of grievance will normally be made available to the person against whom you have the grievance.

e) The Director of Schools/ Director of Education or a senior colleague delegated by them and not previously involved in dealing with the grievance will convene a formal grievance hearing within 10 working days of receipt of the written statement of grievance.

f) The grievance hearing will be conducted by the Director of Schools/ Director of education or their delegate. A member of the school or company’s HR staff may also be present at the request of the person conducting the hearing.

g) At the formal grievance hearing:
   • You will be given an opportunity to further clarify your grievance and may be asked about any matter related to your statement of grievance and any supporting documentation. If you wish you may be accompanied to the hearing by a work colleague who is not a relative. You may not be accompanied by anyone who is not an employee of the school. The colleague will however take no other part in the proceedings.
   • The person against whom you have the grievance will also be given an opportunity to clarify their position. The person may be accompanied by a work colleague who is not a relative and who will take no other part in the proceedings.
• It is entirely the decision of the person conducting the hearing as to whether you and the person against whom you have a grievance are heard separately or together or whether you are heard separately and then brought together

h) The person conducting the hearing will respond in writing to you within 5 working days of the date of hearing. The response will state:

• Whether your grievance has been upheld either fully or in part,
• Any further action which it is intended to take
• If no resolution has been reached and further investigation is to be carried out within a fixed time period

i) If further investigation is needed this will be carried out by the person conducting the hearing. At the end of the investigation it is entirely the decision of this person as to whether or not the grievance hearing needs to be recalled before giving a final written response to the grievance.

j) If you are still dissatisfied by the result of this formal consideration of your grievance you have the right of final appeal.

6.4 Stage 3 – Appeal

a) If you are dissatisfied with the result of the formal consideration of your grievance then you have the right of appeal to the Director of Education, Tenby Schools.

b) A statement of appeal must be submitted in writing within 10 working days of the receipt of the response to the Stage 2 consideration of the grievance. The statement of appeal must explain why you are dissatisfied with the response to stage 2 and attach a copy of the response, as well as your original statement of grievance and any documentation attached to it.

c) The Director of Education shall appoint a panel of three persons not previously involved to conduct a formal hearing of the appeal within 20 working days of the written statement of appeal.

d) The hearing will be conducted according to the procedure given below.

e) The panel will report in writing to the Director of Education on their findings and recommendations within 10 working days of the appeal hearing.

f) The Director of Education will respond in writing to the person holding the grievance within 15 working days of the appeal hearing giving the recommendations of the appeal panel and, if for any reason he does not accept any of these recommendations, then giving the reasons for this.

g) The decision of the Director of Education of Tenby Schools is final and binding on all parties to the appeal.
6.5 **The Conduct of an Appeal Hearing**

The Hearing will follow the procedure below:

a) The Chairperson of the Panel introduces the participants, outlines the procedure to be followed and confirms the grievance to be considered.

b) The member of staff who has raised the grievance presents the evidence in support of his/her grievance and appeal, calling witnesses if any, one at a time, to make statements or to answer questions regarding the grievance or associated circumstances.

c) The person who made the decision at Stage Two of this procedure is given the opportunity to ask questions of the member of staff and of his witnesses.

d) The members of the Panel have the opportunity to ask questions of the member of staff and of his witnesses.

e) The person who made the decision at Stage Two is given the opportunity to sum up the case supporting his/her decision.

6.6 **General Provisions**

a) Withdrawal – The aggrieved member of staff may at any stage withdraw from these procedures by giving notice in writing and will be deemed to have abandoned the grievance.

b) Collective Grievances – Two or more members of staff who share a common grievance arising from the same circumstances shall be entitled to pursue their grievance in common.

c) In the case of a grievance brought by a teacher or in which the subject of the grievance is a teacher then working days shall be interpreted as days in which the school is in session.
1.0 **Aims**

1.1 To support the movement of staff across the Tenby group which may be campus to campus, or within the same campus.

1.2 To retain good staff and extend their experience through working in different schools within the Tenby group.

1.3 To promote opportunity for personal development and promotion within the group.

2.0 **Scope**

This procedure applies to all staff within Tenby Group.

3.0 **Responsibilities**

3.1 Any vacancies available in the school will be advertised on the Tenby Website.

3.2 The Director of School/Principal of each school will notify the Corporate HR Manager to update advertisement on the Tenby website.

4.0 **Procedures**

4.1 All staff are welcome to apply for any vacancy with the submission of a CV and letter of application including references using our standard procedure i.e. email to recruitment@tenby.edu.my.

4.2 Applying staff are expected to inform their current Principal at the time of making the application.

4.3 The following up of an interview and calling of references will be at the discretion of Principal of the school to which the person is applying.

4.4 If the position is offered to the existing Tenby employee then the relevant notice as specified in the letter of appointment has to be given to the current Tenby school unless an earlier transfer is mutually agreed between both of the school principals and the transferring member of staff.

4.5 In the case of a transfer mid contract (ie expat on a 2 year contract) this must be mutually agreed by both Principals and /or School Director.

4.6 Principals are expected to act in a professional manner with regard to transfer requests and to refrain, directly or indirectly, from making approaches to possible applicants who are already working in other Tenby schools.