

Managing Director  
Pengerang Energy Complex (PEC) Sdn. Bhd.  
Unit 30-10, Level 30, Tower A  
Vertical Business Suite  
Avenue 3, Bangsar South  
No. 8, Jalan Kerinchi  
**59200 KUALA LUMPUR**

Sir,

**ENVIRONMENTAL IMPACT ASSESSMENT (EIA) REPORT SECOND SCHEDULE FOR THE PROPOSED PENERANG ENERGY COMPLEX SDN. BHD., PENERANG INDUSTRIAL PARK, SUB-DISTRICT OF PENERANG, DISTRICT OF KOTA TINGGI, JOHOR DARUL TAKZIM**

The above-mentioned matter is referred.

2. The Department of Environment has received the EIA report for the proposed project titled Proposed Pengerang Energy Complex Sdn. Bhd., Pengerang Industrial Park. Sub-district of Pengerang, District of Kota Tinggi, Johor Darul Takzim prepared by the EIA Consultant, EnviroSolutions & Consulting Sdn. Bhd. via letter (Ref.: J18-780\_DOE-Ltr27) dated 30 April 2019.

3. The EIA report has been carefully reviewed and discussed during EIA Technical Review Committee (EIATRC) Meeting on 10 July 2019 at this Department. Following the meeting, this Department has received an updated EIA report from the EIA consultant with reference J18-780\_DOE-Ltr32 dated 3 October 2019 titled Proposed Pengerang Energy Complex Sdn. Bhd., Pengerang Industrial Park. Sub-district of Pengerang, District of Kota Tinggi, Johor Darul Takzim.

4. After reviewing the EIA report, this Department finds the EIA report submitted meets the requirement under the 34(A)2, Environmental Quality Act 1974. Therefore, we are pleased to announce that this EIA is **APPROVED** with conditions of approval as attached in the **ATTACHMENT**. Apart from the conditions of approval in the **ATTACHMENT**, you are reminded to **comply with the Environmental Quality Act 1974 and its regulations at all time**.

5. For your information, the proposed development involved some area with sensitive receivers. Therefore, this Department would like to draw your attention to the main issues which needs to be addressed during the development of the project:

- i. Mitigation measures should be monitored periodically to reduce the impact to the nearby residents;

- ii. Health monitoring should be given due attention to prevent any potentially communicable disease from spreading to the nearby residents; and
- iii. Proper control of the development to ensure that there will be no complaints arising when the project is in operations.

6. Beside the above, you are also required to **obtain relevant approvals from the State Government and other agencies prior to the implementation of the project.**

7. Please be informed that this EIA approval is **only valid for two (2) years starting from the date of the approval letter is issued. If the project is not implemented within the period given, the EIA approval will be automatically voided.**

8. Your cooperation and support in preserving our environment in line with the sustainable development is highly appreciated.

Thank you.

Yours faithfully,

**NORLIN JAAFAR**

Director General, Department of Environment

c.c.:

- i. Director  
Air Division  
Department of Environment Putrajaya  
Aras 4, Podium 3, No. 25  
Persiaran Perdana, Presint 4  
**62574 PUTRAJAYA**
- ii. Director  
Hazardous Materials Division  
Department of Environment Putrajaya  
Aras 2, Podium 3, No. 25  
Persiaran Perdana, Presint 4  
**62574 PUTRAJAYA**
- iii. Director  
Department of Environment Johor  
Wisma JAS Johor  
No. 46, Jalan Pertama  
Tower 2, Pusat Perdagangan Danga Utama  
**81300 JOHOR BAHRU**

- iv. Director General  
Department of Irrigation and Drainage Malaysia  
Jalan Sultan Salahuddin  
**50626 KUALA LUMPUR**
  
- v. Director  
Department of Irrigation and Drainage  
State of Johor  
Aras 3, Bangunan Dato' Mohamad Ibrahim Munsyi  
Pusat Pentadbiran Kota Iskandar  
**79626 ISKANDAR PUTERI, JOHOR**
  
- vi. Director General  
Fisheries Development Authority of Malaysia  
Wisma KLIM, Jalan Desaria, Pulau Meranti  
**47120 PUCHONG, SELANGOR**
  
- vii. Director General  
Department of Occupational Safety and Health  
Level 1, 3, 4 & 5 Block D4  
Kompleks D  
Pusat Pentadbiran Kerajaan Persekutuan  
**62530 PUTRAJAYA**
  
- viii. Director General  
Forestry Department of Peninsular Malaysia  
Jalan Sultan Salahuddin  
**50480 KUALA LUMPUR**
  
- ix. Director  
Forestry Department of Johor  
Level 2  
Bangunan Dato' Mohamad Ibrahim Munsyi  
Kota Iskandar  
**79626 ISKANDAR PUTERI, JOHOR**
  
- x. Director General  
Fisheries Department Malaysia  
Marine Headquarters  
PO Box 12, Jalan Limbungan  
**42007 KLANG PORT, SELANGOR**
  
- xi. Managing Director  
Johor Port Authority  
Jalan Mawar Merah 2

Pusat Perdagangan Pasir Gudang 2  
**81700 JOHOR**

- xii. Director  
Disease Control Division  
Ministry of Health  
Level 3, Block E10, Complex E  
Pusat Pentadbiran Kerajaan Persekutuan  
**62500 PUTRAJAYA**
  
- xiii. Director  
Department of Health Johor  
Tingkat 2, 3, 4, 5 & 9 Block B  
Wisma Persekutuan  
Jalan Air Molek  
**80590 JOHOR BAHRU**
  
- xiv. Managing Director  
EnviroSolutions & Consulting Sdn Bhd  
No. 65B, Jalan SS21/60  
Damansara Utama  
47400 Petaling Jaya  
Selangor  
(Attn.: Ms. Zai Abdul Rahman)

**ATTACHMENT**

**DEPARTMENT OF ENVIRONMENT MALAYSIA**

**ENVIRONMENTAL QUALITY ACT 1974**

**ENVIRONMENTAL QUALITY ORDER  
(PRESCRIBED ACTIVITIES)  
(ENVIRONMENTAL IMPACT ASSESSMENT) 2015**

**SECOND SCHEDULE**

**CONDITIONS OF APPROVAL  
ENVIRONMENTAL IMPACT ASSESSMENT REPORT  
(ENVIRONMENTAL IMPACT ASSESSMENT (EIA))**

For

**PROPOSED PENGERRANG ENERGY COMPLEX SDN. BHD., PENERANG INDUSTRIAL PARK, SUB-  
DISTRICT OF PENERANG, DISTRICT OF KOTA TINGGI, JOHOR DARUL TAKZIM**

to be fully implemented by

**PENERANG ENERGY COMPLEX (PEC) SDN. BHD.  
UNIT 30-10, LEVEL 30, TOWER A  
VERTICAL BUSINESS SUITE  
AVENUE 3, BANGSAR SOUTH  
NO. 8, JALAN KERINCHI  
59200 Kuala Lumpur**

As provided under Section 34A (3), Environmental Quality Act 1974, this Environmental Impact Assessment (EIA) report is **APPROVED WITH FOLLOWING CONDITIONS:**

**A. COMPLIANCE**

1. The conditions of approval refers to the Environmental Impact Assessment report titled "PROPOSED PENERANG ENERGY COMPLEX SDN. BHD., PENERANG INDUSTRIAL PARK, SUB-DISTRICT OF PENERANG, DISTRICT OF KOTA TINGGI, JOHOR DARUL TAKZIM" along with the letter from the EIA consultant with reference no. J18-780\_DOE-Ltr32 dated 3 October 2019.
2. All statements and pledges stated in the EIA report should be complied and carried out by the Project Proponent.
3. The development of this project should be conducted in compliance with **the Environmental Act 1974 and its regulations.**

**B. PRESCRIBED ACTIVITY INFORMATION**

4. The title of this project is PROPOSED PENERANG ENERGY COMPLEX SDN. BHD., PENERANG INDUSTRIAL PARK, SUB-DISTRICT OF PENERANG, DISTRICT OF KOTA TINGGI, JOHOR DARUL TAKZIM and is subjected to the following Environmental Quality Order (Prescribed Activities)(Environmental Impact Assessment) 2015:

**Second Schedule**

Activity 6: Industry

(d) Petrochemical:

Production capacity of each product or combined product of 50 tonnes or more per day.

**PROJECT CONCEPT AND DESIGN**

5. The EIA report approval is limited to the construction of Pengerang Energy Complex for the processing plant, condensate splitter (north east, C1 and C2) and aromatic plant (R1 and A-A3).
6. Location and coordinates of the project is as shown in Figure 1.1 and Figure 1.2, page 1-2 and 1-3 respectively. Location of the Pengerang Industrial Park (PIP) is as shown in Figure 4.2, page 4-3.
7. Components and layout plan of this proposed project should be as stated and shown in item 5.3 Site Layout & Elements and Figure 5.1, page 5-2 to 5-6.
8. Any changes of components, layout plan as stated in the EIA report should be submitted for approval of Director General Department of Environment prior to implementation.

**C. WRITTEN NOTIFICATION**

9. Written Notification

- i. Any installation of fuel burning equipment, power generation and air pollution control equipment requires prior written notification from the Department of Environment Johor as required under Environmental Quality (Clean Air) Regulations 2014.
- ii. Any construction of industrial effluent system for the purpose of disposal and releasing of Industrial Effluent requires prior written notification to the Department of Environment Johor as stated in the Environmental Quality (Industrial Effluent) Regulations 2009.
- iii. Any construction of sewage treatment system for the purpose of disposal and releasing the sewage requires prior written notification to the related Department of Environment Johor as stated in the Environmental Quality (Sewage) Regulations 2009.

#### **LAND DISTURBING-POLLUTION PREVENTION AND MITIGATION MEASURES (LD-P2M2)**

10. Surface run-off control, erosion control and sedimentation control should be implemented effectively and maintain as outlined in the Environmental Management Plan (EMP) and comply with the Land Disturbing Pollution Prevention And Mitigation Measures (LD-P2M2) document.
11. Schedule for earthwork activities should be adjusted and implemented in phases to reduce erosion and sedimentation problem. Development of each project phase requires notification to the Department of Environment Johor **three (3) months** prior to the commencement of each phase.
12. Inspection and maintenance of all Best Management Practices (BMPs) components should be implemented on a daily basis and maintained as necessary. Inspection and maintenance activities should be recorded.
13. If the rainfall reading is at 12.5 mm or more at a time, report via ESC Online should be submitted within 24 hours.
14. Access and construction road(s) should be constructed as per the road alignment as specified in the LDP2M2 drawing.
15. Tyres of machinery and vehicles exiting the project site should be cleaned before entering public road.
16. Areas with potential erosion and sedimentation problem including areas with space, workspace and mitigation area constraints should utilize BMPs for erosion and sedimentation control.
17. Location and method for disposal of any wastes for example over burden soil and slurry from the construction activities requires approval from Local Authority and to be specified in the EMP. The wastes should be placed at a minimum of 20 metres from any inland water reserve.
18. Any activity related to river or tributaries diversion including working in the river/ tributary is **prohibited** unless approval is obtained from the related agency.
19. All exposed and undeveloped areas should be covered utilising BMPs to ensure erosion and sedimentation control.

#### **D. WATER QUALITY CONTROL AND MONITORING**

20. Water quality monitoring programme should be conducted as follows:

No.	Control and Monitoring	Sampling Frequency	Standard	Monitoring Phase
1.	Control of surface run-off discharge	Once every three (3) months	i. Total Suspended Solids (TSS) less than 50 mg/L: or ii. Turbidity less than 250 Nephelometric Turbidity Unit (NTU)	Starting from land disturbing until project completion
2.	Control of Effluent Discharge	Once every three (3) months	Standard A of Environmental Quality (Industrial Effluent) Regulations 2009	During operational phase
3.	River water quality monitoring	Once every three (3) months	National Water Quality Standards (NWQS) for Malaysia	Starting from land disturbing/ operational phase/ until project completion/ end of operation
5.	Groundwater Monitoring	Once every three (3) months	Groundwater Quality Standards for Conventional Raw Water Treatment (Drinking Water)	During operational phase
5.	Marine Water Quality Monitoring	Once every three (3) months	National Marine Water Quality Standards (NMWQS) for Malaysia	During operational phase

21. Location, parameters and frequency of groundwater and marine water sampling should be included in the monitoring programme and specified in the EMP prior to commencement of any activities at site and submitted to the Department of Environment Johor for approval.
22. Any changes in sampling location, parameter and frequency requires approval from the Department of Environment Johor.

**E. AIR QUALITY CONTROL AND MONITORING**

23. Any emission and sampling of gas and impurities from the chimney to the air should adhere to emission limits as stated in Third Schedule of the Environmental Quality (Clean Air) regulations 2014.
24. Emission of any hazardous substance should be prevented and only released using the best available practice and the emission limit should follow the technical standards as stated in Fifth Schedule, Environmental Quality (Clean Air) 2014.
25. Continuous Emission Monitoring Systems (CEMS) equipment should be installed at the beginning of operational phase following the guidelines as stated in Volume I: Guidelines for the Installation & Maintenance of Continuous Emission Monitoring Systems (CEMS) for Industrial Premises/ Facilities Version 7.0, June 2019 and Volume II: Guideline for the Continuous Emission Monitoring Systems – Data Interface System (CEMS-DIS) for Industrial Premises/ facilities Version 7.0 published by the Department of Environment.
26. The locations for the Continuous Emission Monitoring Systems (CEMS) require approval from the Department of Environment Johor prior to installation.
27. Continuous Emission Monitoring Systems' (CEMS) data should be connected online directly to the Department of Environment Johor.
28. Air quality monitoring programme should be conducted as follows:

No.	Control and Monitoring	Ambient air emission limit	Frequency	Standard
1.	PM <sub>10</sub>	Refer to the application limit for year 2020  40 µg/m <sup>3</sup> (1 year averaging time)  100 µg/m <sup>3</sup> (24 hours averaging time)	Monthly	Malaysian Ambient Air Quality Guidelines Malaysian Ambient Air Quality Standard (at 25 Celsius and 101.13 kPa)
2.	PM <sub>2.5</sub>	15 µg/m <sup>3</sup> (1 year averaging time)  35 µg/m <sup>3</sup> (24 hours averaging time)	Monthly	Malaysian Ambient Air Quality Standard
3.	Sulphur Dioxide (SO <sub>2</sub> )	250 µg/m <sup>3</sup> (1 hour averaging time)	Monthly	Malaysian Ambient Air Quality Standard

No.	Control and Monitoring	Ambient air emission limit	Frequency	Standard
		80 µg/m <sup>3</sup> (24 hours averaging time)		
4.	Nitrogen Dioxide (NO <sub>2</sub> )	280 µg/m <sup>3</sup> (1 hour averaging time)  70 µg/m <sup>3</sup> (24 hours averaging time)	Monthly	Malaysian Ambient Air Quality Standard
5.	Ground-Level Ozone (O <sub>3</sub> )	180 µg/m <sup>3</sup> (1 hour averaging time)  100 µg/m <sup>3</sup> (24 hours averaging time)	Monthly	Malaysian Ambient Air Quality Standard
6.	Carbon Dioxide (CO)	30 µg/m <sup>3</sup> (1 hour averaging time)  10 µg/m <sup>3</sup> (8 hours averaging time)	Monthly	Malaysian Ambient Air Quality Standard

29. Locations, parameters and frequency of air quality sampling should be included in the monitoring programme and specified in the EMP prior to commencement of any activities at site and submitted to the Department of Environment Johor for approval.
30. Operational system maintenance and management including that of air pollution control systems should be conducted or operated by certified operators and compliance with all regulations and standards is to be ensured.
31. Performance monitoring should be conducted regularly. Logbook format which incorporates performance monitoring information should follow the document titled "Technical Guidance on Performance Monitoring of Air Pollution Control Systems" published by the Department of Environment.
32. All dust and air pollution sources should be equipped with effective pollution control system.

**F. NOISE AND VIBRATION CONTROL AND MONITORING**

33. Noise should be controlled so it does not exceed the limit as stated in "The Planning Guidelines for Environmental Noise Limits and Control" published by the Department of Environment.

34. Noise monitoring programme including sampling location, parameter and frequency should be specified in the EMP and submitted to the Department of Environment Johor for approval prior to being conducted.
35. Control of vibration to the buildings and sensitive receiver **during construction and operational phase** should not exceed the limit as stated in **Schedule 5 and Schedule 6 of "The Planning Guidelines For Vibration Limits and Control in the Environment"** published by the Department of Environment.

## **G. WASTE MANAGEMENT**

### **Scheduled Waste**

36. Scheduled Wastes listed in the **First Schedule of the Environmental Quality (Scheduled Waste) Regulations 2005** should be properly managed according to the methods as stated in the regulations. Recovery or disposal of scheduled waste can only be handled by the Department of Environment licensed premises.

### **Domestic Waste**

37. A suitable and effective management system for domestic waste including biomass and construction waste should be prepared and specified in the EMP.
38. Disposal of domestic waste including biomass and construction waste into any inland waters is strictly prohibited.

### **Overburden/ Un-suitable Material (USM) Management**

39. A suitable and effective management system for Overburden/ Un-suitable Material (USM) resulting from project activity should be prepared and specified in the EMP.
40. Disposal of Overburden/ Un-suitable Material (USM) into any inland waters is prohibited. Disposal of Overburden/ Un-suitable Material (USM) as fill material outside of project site requires prior approval from the Approving Local Authority and the project proponent is to ensure the control plan or Best Management Practices are implemented.

### **Chemicals and Petroleum**

41. Bunds should be constructed around all chemicals and petroleum storage tanks. The constructed bunds should be able to cater for at least 110% volume of the biggest tank in the bunded area. The tank base should be made of concrete or impervious materials and re-pumping facilities for spill materials should be provided. Chemicals and petroleum storage tanks should not be placed in the inland water reserve areas or Malaysian water set back areas.
42. All transfer points for chemicals, petroleum and scheduled waste should be constructed from concrete and have the facility to channel and collect spill materials (e.g collection sumps) should be provided. Any spillage of chemicals, petroleum and scheduled waste on soil should be managed according to the Contaminated Land Management and Control Guidelines published by DoE.

#### H. TRANSPORTATION AND STORAGE

43. Effective mitigation measures should be conducted during transportation of scheduled wastes and chemicals to prevent any spillage causing environmental pollution.
44. E-consignment terms which are on the on-line link up system between the scheduled waste generator, scheduled waste transport contractor, recoverer and Integrated Facilities, Licensed Premises for Treatment and Disposal of Scheduled Waste (for residue) should be specified in the scheduled waste management procedures.
45. Storage areas for scheduled waste raw materials, chemicals and recovered products should conform to the Environmental Quality (Scheduled Wastes) Regulations 2005.

#### I. CONTROL AND PREVENTION

46. Standby generator should be installed to supply electrical power to main equipment such as premise control systems and the pollution control systems.
47. Maintenance of pollution control equipment (air, water and noise) should be conducted regularly, spare parts should be made available at any times when it is required, and performance monitoring should be conducted in accordance with the set guidelines.
48. Any activity at the project site including site operations should be discontinued **IMMEDIATELY** if there is any occurrence of pollution control equipment failure. Any pollution control system failure should be notified to the Department of Environment Johor within 24 hours. Resuming activity at the site/ premise will only be permitted after the pollution control equipment has been fully repaired.
49. Operation and maintenance of the pollution control system (air, industrial effluent, leachate, sewage and scheduled waste) should be conducted and operated by competent persons under Section 49A and he/ she is responsible to ensure compliance of regulations and guidelines. Information of the competent person should be submitted to the Department of Environment Johor.
50. Pollution control system should be installed according to the Best Available Technique (BAT).
51. **Open burning** of biomass waste, construction waste or any flammable materials is **strictly prohibited** as stated in **Section 29A, Environmental Quality Act 1974**.
52. Notification board to display the status of water quality, air quality, noise and vibration should be placed at the entrance door of the project site/ premise starting from earthwork, construction, operational and throughout the project lifespan.
53. A copy of approved Emergency Response Plan (ERP) by Approving Local Authority for the entire premise facilities in case of any accident, emergency or unexpected situation occurs should be submitted to the Department of Environment Johor.

#### J. ENVIRONMENTAL MANAGEMENT PLAN

54. **Environmental Management Plan (EMP)** should be prepared following the format outlined in Chapter 6 – Post Submission Stage of EIA Report, Environmental Impact Assessment Guidelines

in Malaysia (EGIM) published by the Department of Environment. Document related to Pollution Prevention and Mitigation Measures (P2M2) should be included in the EMP and prepared according to Appendix 4 in the same guideline.

55. A complete EMP should be submitted to the Department of Environment Johor for approval prior to the commencement of the project development. Mitigation and control measures that have been outlined in the EMP should be fully implemented and complied with.
56. EMP should be updated from time to time if there are any changes or amendments on the mitigation and control measures and/ or if there is any recent directive from the Department of Environment Johor.
57. Project Proponent should inform the Department of Environment Johor, in writing, if the development is entering transition phase/ turn around/ stopped/ delayed or terminated for any reasons. In which case, the EMP will need to be updated with the following:
  - i. Date and schedule of the transition work phase/ scheduled maintenance/ stop/ delay or termination of the project;
  - ii. Works in terms of soil stabilization, contaminated soil recovery, dismantling the equipment, site clearing, environmental management or any suitable restoration measures; and
  - iii. Commitment from Project Proponent or responsible party for the restoration of project site in terms of public safety and environment.
58. EMP should specify permanent or temporary activities related to project that are located outside or next to the project site which can potentially cause impact to the surrounding.
59. For compliance of EIA conditions, all environmental mainstreaming tools aspect as outlined in the EIA Guideline In Malaysia (EGIM) and Environmental Mainstreaming Directive (as in Attachment A) should be implemented.

#### **K. ENVIRONMENTAL AUDIT**

60. Third-party environmental audit under Section 33A, Environmental Quality Act 1974 should be conducted for this project according to the Environmental Audit Guidance Manual published by the Department of Environment.
61. Appointed auditor should be registered with the Department of Environment and all environmental audit costs are under the responsibility of project proponent. Frequency of audit is as follows:
  - i. **Once every four (4) months** during earthworks and construction phase or as per the directive from the Department of Environment Johor, starting from commencement date until completion of construction activities. (Auditor must have a Certified Erosion Sediment and Stormwater Inspector (CESSWI) or Certified Inspector on Sediment and Erosion Control certificate (CISEC) or any certificate recognized by Director General, Department of Environment; and
  - ii. During operational phase, once (1) a year throughout the entire operational phase (if necessary) or as directed by the Department of Environment Johor.

**L. REPORTING**

62. The following reports should be submitted to the Department of Environment Johor which includes:

No.	Types of report	Frequency	Phase	Remarks
1.	Project Status Information Form (EIA 1-18 Form)	Once every 3 months	Starting from the land disturbing/ operation/ until project completion/ end of operation	
2.	Compliance of EIA Approval Conditions Form (EIA 2-08 Form)	Once every 3 months	Starting from the land disturbing/ operation/ until project completion/ end of operation	
3.	Final Discharge of Sedimentation Pond	Once every 3 months	Starting from the land disturbing/ operation/ until before operation	
4.	Water Quality Monitoring <ul style="list-style-type: none"> <li>• Industrial Effluent</li> <li>• Sewage</li> <li>• River Water</li> <li>• Groundwater</li> </ul>	Once every 3 months	Starting from the land disturbing/ operation/ until project completion/ end of operation	
5.	Air Emission Monitoring	Refer CAR 2014	Operational	
6.	Ambient Air Monitoring	Once every 3 months	Starting from the land disturbing/ operation/ until project completion/ end of operation	
7.	Noise and Vibration Monitoring	Once every 3 months	Starting from the land disturbing/ operation/ until project completion/ end of operation	
8.	Aerial View	Monthly	Starting from the land disturbing/ operation/ until project completion/ end of operation	
9.	Reporting on the Effectiveness of Erosion and Sedimentation	When rain gauge reading exceed 12.5 mm/ event	Starting from the land disturbing/ operation/ until before operation	

No.	Types of report	Frequency	Phase	Remarks
	Control using ESC Online System			

[Note: Analysis of the environmental monitoring parameters should be conducted by an accredited lab from the Laboratory Accreditation Scheme Malaysia by Department of Standard Malaysia]

#### M. ADMINISTRATION

63. A copy of the **EIA approval letter and EIA approval conditions** should be **displayed** at the project site management office.
64. A copy of the EIA approval letter and EIA approval conditions, EMP document, LDP2M2 document and each of the documents related to the EIA conditions of approval should be kept in the project site management office for reference.
65. The EIA approval letter and the EIA conditions of approval and each of the documents related to the EIA conditions of approval should be part of the **contract document** between project proponent and any contractor that will conduct activities at the project site.
66. Competent and responsible **Environmental Officer (EO)** for the matters related to environmental management and implementation of all mitigation measures should be appointed. The officer's **name, position and contact information** should be submitted to the Department of Environment, Johor prior to commencement of any land disturbing. The duties of the officer are:
  - i. Supervising the erosion and sedimentation control works at site as outlined in the LDP2M2 document and Environmental Management Plan (EMP);
  - ii. Updating Daily Site Logbook;
  - iii. Conducting daily inspection of the pollution control measures and Best Management Practices (BMPs) structure, erosion and sedimentation control including perimeter drain, check dam, silt trap, wash trough, slope protection and etc.;
  - iv. Organizing a site meeting every two (2) weeks with the project proponent and contractor;
  - v. Conducting in-situ monitoring for turbidity parameter at the discharge point of the sediment control tools such as silt trap within less than 30 minutes after rainfall. If the rainfalls continue more than 24 hours, monitoring should be conducted once every day. (Failure to comply with this requirement should be recorded with valid and reasonable reasons);
  - vi. All good housekeeping practices based on the 5S concept (sort, clean, set in order, standardize and sustain) should be implemented starting from the commencement of land disturbing activity and throughout the project lifespan; and
  - vii. Implementing duties as detailed out in the EIA Guideline in Malaysia (EGIM) published by the Department of Environment.

[Note: EO for erosion and sedimentation control must have a Certified Erosion Sediment and Stormwater Inspector (CESSWI) or Certified Inspector on Sediment and Erosion Control certificate (CISEC) or any certificate recognized by Director General, Department of Environment]

67. Project proponent should inform in writing to the Department of Environment, Headquarters (EIA report processed in Headquarters) and the Department of Environment Johor if there is **any transfers of ownership or management of the project** within **30 days** from the date of ownership or management transfer. Any transfers or distribution of ownership or management should include compliance of the EIA approval conditions to the new owner in the sales-purchase/ ownership transfer transaction.
68. If the project is not implemented within two (2) years from the date of approval, the EIA approval will be voided automatically. An appeal for an extension of EIA report approval can be submitted for the Department's consideration.
69. Project proponent should comply with additional directive and conditions imposed from time to time.

**NORLIN JAAFAR**

Director General, Department of Environment

Date: 28 November 2019



**Jabatan Alam Sekitar**  
Department of Environment  
**Kementerian Tenaga, Sains, Teknologi,  
Alam Sekitar & Perubahan Iklim (MESTECC)**  
Aras 1 - 4, Podium 2 & 3, Wisma Sumber Asli  
No.25, Persiaran Perdana Presint 4  
62574 PUTRAJAYA  
MALAYSIA

Tel 03-8871 2000  
Faks 03-8889 1040 / 8888 9987 (Pentadbiran)  
03-8888 2693 (Integriti)  
03-8888 4151 (Udara)  
03-8889 1042 (Komunikasi Strategik)  
03-8888 1045 (Penilaian)  
03-8888 4070 (Air & Marin)  
03-8888 0067 (Penguatkuasaan)  
03-8888 9964 (Teknologi Maklumat)  
03-8888 6120 (Bahan Berbahaya)  
03-8888 1973 / 1975 (Bilik Operasi)  
Laman Web : [www.doe.gov.my](http://www.doe.gov.my)

Rujukan kami : JAS.600-2/9/5

Jilid 3 (28)

Tarikh: 28 November 2019

Pengarah Urusan  
Pengerang Energy Complex (PEC) Sdn. Bhd.  
Unit 30-10, Level 30, Tower A  
Vertical Business Suite  
Avenue 3, Bangsar South  
No. 8, Jalan Kerinchi  
**59200 KUALA LUMPUR**

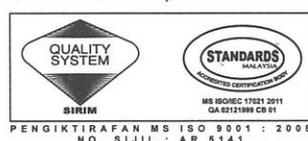
Tuan,

**LAPORAN PENILAIAN KESAN KEPADA ALAM SEKELILING (EIA)  
JADUAL KEDUA BAGI *PROPOSED Pengerang Energy  
Complex Sdn. Bhd., Pengerang Industrial Park, Mukim  
Pengerang, Daerah Kota Tinggi, Johor Darul Takzim***

Saya dengan hormatnya merujuk kepada perkara di atas.

2. Jabatan Alam Sekitar telah menerima Laporan EIA bertajuk *Proposed Pengerang Energy Complex Sdn. Bhd., Pengerang Industrial Park, Mukim Pengerang, Daerah Kota Tinggi, Johor Darul Takzim* yang disediakan oleh Jururunding EIA, EnviroSolutions & Consulting Sdn Bhd melalui surat rujukan J18-780\_DOE-Ltr27 bertarikh 30 April 2019.

**"Pemuliharaan Alam Sekitar, Tanggungjawab Bersama"**  
*"Environmental Conservation, Our Shared Responsibility"*



3. Laporan EIA berkenaan telah dikaji dengan teliti dan dibincangkan dalam Mesyuarat EIA *Technical Review Committee* (EIATRC) pada 10 Julai 2019 di Jabatan ini. Susulan mesyuarat tersebut, Jabatan ini telah menerima Laporan EIA yang telah dikemaskini melalui surat dari jururunding EIA rujukan J18-780\_DOE-Ltr32 bertarikh 3 Oktober 2019 bertajuk *Proposed Pengerang Energy Complex Sdn. Bhd., Pengerang Industrial Park, Mukim Pengerang, Daerah Kota Tinggi, Johor Darul Takzim*.

4. Setelah mengkaji Laporan EIA tersebut, Jabatan ini mendapati Laporan EIA yang dikemukakan memenuhi kehendak 34A(2), Akta Kualiti Alam Sekeliling 1974. Dengan itu, sukacita dimaklumkan bahawa Laporan EIA ini **DILULUSKAN** dengan syarat-syarat kelulusan seperti di **LAMPIRAN**. Selain itu, adalah diingatkan bahawa pihak tuan hendaklah **sentiasa mematuhi Akta Kualiti Alam Sekeliling 1974 dan peraturan-peraturan di bawahnya**.

5. Untuk makluman tuan, cadangan pembangunan ini melibatkan beberapa kawasan penerima sensitif. Sehubungan itu, Jabatan ini ingin menarik perhatian pihak tuan terhadap isu-isu utama yang perlu diberi perhatian semasa melaksanakan projek ini iaitu:

- (i) Langkah-langkah kawalan hendaklah sentiasa dipantau secara berkala bagi mengurangkan kesan kepada penduduk berhampiran;
- (ii) Pemantauan kesihatan hendaklah diberi perhatian yang sewajarnya bagi mengelakkan sebarang penyebaran penyakit kepada penduduk berhampiran; dan
- (iii) Kawalan pembangunan persekitaran supaya tiada isu aduan timbul semasa operasi.

6. Selain itu, pihak tuan juga perlu **mendapatkan kelulusan yang berkaitan daripada Kerajaan Negeri dan Jabatan-Jabatan berkaitan sebelum projek ini dilaksanakan.**

7. Dimaklumkan juga bahawa kelulusan Laporan EIA ini hanya **sah diterima pakai dalam tempoh dua (2) tahun dari tarikh surat kelulusan Laporan EIA ini dikeluarkan. Sekiranya projek ini tidak dilaksanakan dalam tempoh tersebut, kelulusan Laporan EIA ini dengan sendirinya terbatal.**

8. Kerjasama dan sokongan pihak tuan dalam memelihara kualiti alam sekitar kita seiring dengan pembangunan lestari adalah dihargai.

Sekian, terima kasih.

**“BERKHIDMAT UNTUK NEGARA”**

Saya yang menjalankan amanah,



**(NORLIN JAAFAR)**

Ketua Pengarah Kualiti Alam Sekeliling

s.k:

1. Pengarah  
Bahagian Udara  
Jabatan Alam Sekitar Putrajaya  
Aras 4, Podium 3, No.25  
Persiaran Perdana, Presint 4  
**62574 PUTRAJAYA**
  
2. Pengarah  
Bahagian Bahan Berbahaya  
Jabatan Alam Sekitar Putrajaya  
Aras 2, Podium 3, No.25  
Persiaran Perdana, Presint 4  
**62574 PUTRAJAYA**
  
3. Pengarah  
Jabatan Alam Sekitar Negeri Johor  
Wisma JAS Johor  
No. 46, Jalan Pertama,  
Tower 2, Pusat Perdagangan Danga Utama,  
**81300 JOHOR BAHRU**
  
4. Ketua Pengarah  
Jabatan Pengairan dan Saliran Malaysia  
Jalan Sultan Salahuddin  
50626 KUALA LUMPUR
  
5. Pengarah  
Jabatan Pengairan dan Saliran  
Negeri Johor  
Aras 3, Bangunan Dato' Mohamad Ibrahim Munsyi,  
Pusat Pentadbiran Kota Iskandar,  
**79626 ISKANDAR PUTERI, JOHOR**

6. Ketua Pengarah  
Lembaga Kemajuan Ikan Malaysia  
Wisma LKIM, Jalan Desaria, Pulau Meranti,  
**47120 PUCHONG, SELANGOR**
  
7. Ketua Pengarah  
Jabatan Keselamatan dan Kesihatan Pekerjaan  
Aras 1, 3, 4 & 5 Blok D4,  
Kompleks D,  
Pusat Pentadbiran Kerajaan Persekutuan,  
**62530 W. P. PUTRAJAYA**
  
8. Ketua Pengarah  
Jabatan Perhutanan Semenanjung Malaysia  
Jalan Sultan Salahuddin  
**50480 KUALA LUMPUR**
  
9. Pengarah  
Jabatan Perhutanan Negeri Johor  
Tingkat 2  
Bangunan Dato' Mohamad Ibrahim Munsyi,  
Kota Iskandar,  
**79660 ISKANDAR PUTRI, JOHOR**
  
10. Ketua Pengarah  
Jabatan Laut Malaysia  
Ibu Pejabat Laut  
Peti Surat 12, Jalan Limbungan  
**42007 PELABUHAN KELANG, SELANGOR**
  
11. Pengurus Besar  
Lembaga Pelabuhan Johor  
Jalan Mawar Merah 2  
Pusat Perdagangan Pasir Gudang 2  
**81700 JOHOR**

12. Pengarah  
Bahagian Kawalan Penyakit  
Kementerian Kesihatan Malaysia  
Aras 3, Blok E10, Kompleks E  
Pusat Pentadbiran Kerajaan Persekutuan  
**62590 PUTRAJAYA**
  
13. Pengarah  
Jabatan Kesihatan Negeri Johor  
Tingkat 2,3,4,5 & 9 Blok B  
Wisma Persekutuan  
Jalan Air Molek  
**80590 Johor Bahru**
  
14. Pengarah Urusan  
EnviroSolutions & Consulting Sdn. Bhd  
No. 65B, Jalan SS21/60  
Damansara Utama  
47400 Petaling Jaya  
Selangor  
(u/p: Pn. Zai Abdul Rahman)



**LAMPIRAN**



**AKTA KUALITI ALAM SEKELILING, 1974**

**PERINTAH KUALITI ALAM SEKELILING  
(AKTIVITI YANG DITETAPKAN)  
(PENILAIAN KESAN KEPADA ALAM SEKELILING) 2015**

**JADUAL KEDUA**

**SYARAT-SYARAT KELULUSAN  
LAPORAN PENILAIAN KESAN KEPADA  
ALAM SEKELILING  
(ENVIRONMENTAL IMPACT ASSESSMENT (EIA))**

Bagi

***PROPOSED Pengerang Energy Complex Sdn. Bhd.,  
Pengerang Industrial Park, Mukim Pengerang, Daerah  
Kota Tinggi, Johor Darul Takzim***

untuk dilaksanakan sepenuhnya oleh:

**Pengerang Energy Complex (PEC) Sdn. Bhd.  
Unit 30-10, Level 30, Tower A  
Vertical Business Suite  
Avenue 3, Bangsar South  
No. 8, Jalan Kerinchi  
59200 Kuala Lumpur**

Sebagaimana diperuntukan di bawah Seksyen 34A (3), Akta Kualiti Alam Sekeliling 1974, Laporan Penilaian Kesan Kepada Alam Sekeliling (EIA) ini **DILULUSKAN DENGAN SYARAT-SYARAT BERIKUT:**

**A. PEMATUHAN**

1. Syarat-syarat kelulusan adalah merujuk kepada Laporan Penilaian Kesan Kepada Alam Sekeliling (EIA) bertajuk *PROPOSED Pengerang Energy Complex Sdn. Bhd., Pengerang Industrial Park, Mukim Pengerang, Daerah Kota Tinggi, Johor Darul Takzim* melalui surat dari jururunding EIA rujukan J18-780\_DOE-Ltr32 bertarikh 3 Oktober 2019.
2. Semua pernyataan dan perakuan (*pledge*) yang dinyatakan dalam Laporan EIA hendaklah dipatuhi dan dilaksanakan oleh Pihak Penggerak Projek.
3. Pembangunan projek ini hendaklah **mematuhi sepenuhnya Akta Kualiti Alam Sekeliling 1974 dan Peraturan-Peraturan di bawahnya.**

**B. PENERANGAN BAGI AKTIVITI YANG DITETAPKAN**

4. Projek ini bertajuk *PROPOSED Pengerang Energy Complex Sdn. Bhd., Pengerang Industrial Park, Mukim Pengerang, Daerah Kota Tinggi, Johor Darul Takzim* dan tertakluk di bawah Perintah Kualiti Alam Sekeliling (Aktiviti yang Ditetapkan) (Penilaian Kesan Kepada Alam Sekeliling) 2015 seperti berikut:

**Jadual Kedua**

**Aktiviti 6: Industri**

**(d) Petrokimia:**

Keupayaan pengeluaran setiap keluaran atau gabungan keluaran sebanyak 50 tan atau lebih sehari.

## **KONSEP DAN REKABENTUK PROJEK**

5. Kelulusan Laporan EIA ini adalah terhad kepada pembinaan *Pengerang Energy Complex* bagi pemprosesan utama di Pembahagi Peluwap (*condensate splitter*) (bahagian timur laut, C1 dan C2) dan Loji Aromatik (*aromatic plant*) (R1 dan A- A3).
6. Lokasi dan koordinat projek adalah seperti yang ditunjukkan di dalam Figure 1.1 dan Figure 1.2 masing-masing di mukasurat 1-2 dan 1-3. Lokasi projek di dalam tapak *Pengerang Industrial Park* (PIP) juga seperti yang dinyatakan dalam Figure 4.2 di mukasurat 4-3.
7. Komponen-komponen dan pelan susun atur bagi cadangan projek ini hendaklah sepertimana yang dinyatakan dan ditunjukkan di dalam perkara 5.3 *Site Layout & Elements* dan Figure 5.1 di mukasurat 5-2 hingga 5-6.
8. Sebarang perubahan kepada komponen-komponen, pelan susun atur seperti yang dinyatakan di dalam Laporan EIA hendaklah dikemukakan untuk kelulusan Ketua Pengarah Kualiti Alam Sekeliling terlebih dahulu sebelum dilaksanakan.

## **C. PEMBERITAHUAN BERTULIS**

9. Pemberitahuan Bertulis
  - (i) Sebarang pemasangan peralatan bahan api, janakuasa dan sistem kawalan pencemaran udara hendaklah diberitahu secara bertulis kepada Jabatan Alam Sekitar Negeri Johor sepertimana yang dikehendaki di bawah Peraturan – Peraturan Kualiti Alam Sekeliling (Udara Bersih) 2014.
  - (ii) Sebarang pembinaan sistem pengolahan efluen perindustrian bagi tujuan pembuangan atau pelepasan Efluen Perindustrian hendaklah diberitahu secara bertulis kepada Jabatan Alam Sekitar Negeri Johor sepertimana yang dinyatakan di dalam

Peraturan-Peraturan Kualiti Alam Sekeliling (Efluen Perindustrian) 2009.

- (iii) Sebarang pembinaan sistem pengolahan kumbahan bagi tujuan pembuangan atau pelepasan kumbahan hendaklah diberitahu secara bertulis kepada Jabatan Alam Sekitar Negeri Johor sepertimana yang dinyatakan di dalam Peraturan-Peraturan Kualiti Alam Sekeliling (Kumbahan) 2009.

### **LAND DISTURBING-POLLUTION PREVENTION AND MITIGATION MEASURES (LD-P2M2)**

10. Kawalan air larian permukaan, kawalan hakisan dan kawalan sedimen hendaklah dilaksanakan dengan berkesan dan diselenggara sepertimana yang diperincikan di dalam *Environmental Management Plan (EMP)* dan mematuhi dokumen *Land Disturbing Pollution Prevention And Mitigation Measures (LD-P2M2)*.
11. Penjadualan kerja-kerja tanah hendaklah diselaraskan dan dijalankan secara berperingkat untuk mengurangkan masalah hakisan dan kelodakan. Pembangunan setiap fasa projek ini hendaklah dimaklumkan kepada Jabatan Alam Sekitar Negeri Johor **tiga (3) bulan** sebelum setiap fasa dilaksanakan.
12. Pemeriksaan bagi semua komponen *Best Management Practices (BMPs)* hendaklah dilaksanakan pada setiap hari dan hendaklah diselenggara sekiranya perlu. Pemeriksaan dan penyelenggaraan tersebut hendaklah direkodkan.
13. Sekiranya curahan hujan pada sesuatu masa adalah 12.5 mm atau lebih, maka pelaporan melalui sistem *ESC Online* hendaklah dilakukan dalam tempoh 24 jam.
14. Jalan masuk (*access road*) dan jalan sementara (*construction road*) hendaklah dibina mengikut jajaran dan spesifikasi rekabentuk dalam lukisan *LDP2M2*.

15. Roda-roda jentera dan kenderaan yang keluar daripada tapak projek hendaklah dibersihkan terlebih dahulu sebelum memasuki jalan awam.
16. BMPs untuk kawalan hakisan dan sedimen hendaklah disediakan di setiap kawasan yang berpotensi menyebabkan masalah hakisan dan kelodakan termasuk di kawasan yang mempunyai kekangan ruang, ruang kerja dan ruang mitigasi.
17. Lokasi dan kaedah pelupusan sebarang buangan seperti tanah-tanah berlebihan (*over burden*) dan *slurry* dari kerja-kerja pembinaan hendaklah mendapat kelulusan daripada Pihak Berkuasa Tempatan dan diperincikan dalam EMP. Buangan ini hendaklah ditempatkan minimum 20 meter dari mana-mana rizab perairan daratan.
18. Sebarang aktiviti yang melibatkan kerja-kerja mengubah aliran sungai dan anak-anak sungai termasuk melaksanakan kerja di dalam sungai/alur air adalah **tidak dibenarkan** kecuali dengan kelulusan agensi yang terlibat.
19. Semua kawasan yang terdedah dan tidak akan dibangunkan hendaklah dilindungi dengan BMPs bagi kawalan hakisan dan sedimen yang berkesan.

#### D. KAWALAN DAN PENGAWASAN KUALITI AIR

20. Program-program pengawasan kualiti air hendaklah dijalankan seperti berikut:

Bil	Kawalan dan Pengawasan	Frekuensi persampelan	Standard dirujuk	Tempoh pengawasan
1.	Kawalan Pelepasan Air Larian Permukaan	Tiga (3) bulan sekali	(i) Jumlah Pepejal Terampai (TSS) tidak melebihi 50	Dari mula gangguan tanah ( <i>Land Disturbing</i> ) sehingga projek selesai/tamat

			mg/L ; atau (ii) Kekeruhan tidak melebihi 250 <i>Nephelometric Turbidity Unit</i> (NTU).	pembinaan
2.	Kawalan Pelepasan Efluen	Tiga (3) bulan sekali	Standard A bagi Peraturan-Peraturan Kualiti Alam Sekeliling (Efluen Perindustrian) 2009	Sepanjang operasi
3.	Pengawasan Air Sungai	Tiga (3) bulan sekali	<i>National Water Quality Standards (NWQS) for Malaysia</i>	Dari mula gangguan tanah ( <i>Land Disturbing</i> )/ operasi/ sehingga projek selesai/tamat operasi
5.	Pengawasan Air Tanah	Tiga (3) bulan sekali	Standard Kualiti Air Tanah Bagi Rawatan Air Mentah Secara Konvensional (Air Minuman)	Sepanjang operasi
5.	Pengawasan Air Marin	Tiga (3) bulan sekali	<i>National Marine Water Quality Standards (NMWQS) for Malaysia</i>	Sepanjang operasi

21. Program pengawasan kualiti air tanah dan marin hendaklah merangkumi lokasi pengawasan, parameter dan kekerapan

percontohan dan diperincikan di dalam EMP termasuk program pengawasan sebelum sebarang aktiviti di tapak dilaksanakan dan dikemukakan kepada Jabatan Alam Sekitar Negeri Johor untuk persetujuan sebelum dilaksanakan.

22. Sebarang perubahan lokasi pengawasan, parameter dan frekuensi hendaklah mendapat persetujuan Jabatan Alam Sekitar Negeri Johor.

#### **E. KAWALAN DAN PENGAWASAN KUALITI UDARA**

23. Sebarang pelepasan dan percontohan gas dan bendasing dari cerobong ke udara hendaklah mematuhi had-had pelepasan seperti yang dinyatakan dalam Jadual Ketiga berkaitan dalam Peraturan-Peraturan Kualiti Alam Sekeliling (Udara Bersih) 2014.
24. Sebarang pelepasan bahan berbahaya hendaklah dicegah dan dilepaskan menggunakan cara terbaik yang boleh dipraktikkan dan nilai batas mengikut standard teknikal yang ditetapkan dalam Jadual Kelima, Peraturan-Peraturan Kualiti Alam Sekeliling (Udara Bersih) 2014.
25. Pemasangan alat *Continuous Emission Monitoring Systems (CEMS)* hendaklah dilakukan bermula dari operasi berpandukan kepada *Volume I: Guideline for the Installation & Maintenance of Continuous Emission Monitoring Systems (CEMS) for Industrial Premises/Facilities Version 7.0 of Jun 2019* dan *Volume II: Guideline for the Continuous Emission Monitoring Systems – Data Interface System (CEMS-DIS) for Industrial Premises/Facilities Version 7.0* terbitan Jabatan Alam Sekitar.
26. Lokasi pemasangan *Continuous Emission Monitoring Systems (CEMS)* hendaklah mendapat kelulusan Jabatan Alam Sekitar Negeri Johor terlebih dahulu.

27. Paparan data *Continuous Emission Monitoring Systems (CEMS)* hendaklah sentiasa dapat dihubungkan secara (*on-line*) kepada Jabatan Alam Sekitar Negeri Johor.
28. Program pengawasan kualiti udara ambien hendaklah dijalankan seperti berikut:

Bil.	Parameter	Had pelepasan udara ambien	Frekuensi	Standard yang dirujuk
1.	PM <sub>10</sub>	Rujuk pemakaian had bagi 2020  40µg/m <sup>3</sup> (purata 1 tahun)  100µg/m <sup>3</sup> (purata 24 jam)	Setiap bulan	<i>Malaysian Ambient Air Quality Guidelines Malaysia Ambient Air Quality Standard (at 25 celcius and 101.13 kPa)</i>
2.	PM <sub>2.5</sub>	15µg/m <sup>3</sup> (purata 1 tahun)  35µg/m <sup>3</sup> (purata 24 jam)	Setiap bulan	<i>Malaysia Ambient Air Quality Standard</i>
3.	Sulfur Dioksida (SO <sub>2</sub> )	250µg/m <sup>3</sup> (purata 1 jam)  80µg/m <sup>3</sup> (purata 24 jam)	Setiap bulan	<i>Malaysia Ambient Air Quality Standard</i>
4.	Nitrogen Dioksida (NO <sub>2</sub> )	280µg/m <sup>3</sup> (purata 1 jam)  70µg/m <sup>3</sup> (purata 24 jam)	Setiap bulan	<i>Malaysia Ambient Air Quality Standard</i>

5.	Ground-Level Ozone (O <sub>3</sub> )	180µg/m <sup>3</sup> (purata 1 jam)  100µg/m <sup>3</sup> (purata 8 jam)	Setiap bulan	Malaysia Ambient Air Quality Standard
6.	Karbon Monoksida (CO)	30µg/m <sup>3</sup> (purata 1 jam)  10µg/m <sup>3</sup> (purata 8 jam)	Setiap bulan	Malaysia Ambient Air Quality Standard

29. Program pengawasan kualiti udara ambien bagi bahan pencemar berbahaya hendaklah merangkumi lokasi pengawasan, parameter dan kekerapan percontohan dan diperincikan di dalam EMP termasuk program pengawasan sebelum sebarang aktiviti di tapak dilaksanakan dan dikemukakan kepada Jabatan Alam Sekitar Negeri Johor untuk persetujuan sebelum dilaksanakan.
30. Penyelenggaraan dan pengendalian operasi termasuklah sistem kawalan pencemaran udara hendaklah dilakukan atau dikendalikan oleh operator yang berkelayakan dan bertanggungjawab bagi memastikan peraturan-peraturan dan standard-standard yang ditetapkan dapat dipatuhi.
31. Program pengawasan prestasi hendaklah dipraktikkan. Buku log yang mengandungi maklumat data pemantauan prestasi hendaklah mengikut format seperti di dalam dokumen bertajuk "*Technical Guidance on Performance Monitoring of Air Pollution Control Systems*" yang dikeluarkan oleh Jabatan Alam Sekitar.
32. Semua punca yang menghasilkan habuk dan pencemaran udara hendaklah dilengkapi dengan sistem kawalan pencemaran yang berkesan.

## F. KAWALAN DAN PENGAWASAN BUNYI BISING DAN GETARAN

33. Bunyi bising hendaklah dikawal supaya tidak melebihi paras sepertimana yang ditetapkan dalam dalam garis panduan "*The Planning Guidelines for Environmental Noise Limits and Control*" terbitan Jabatan Alam Sekitar.
34. Program pengawasan bunyi bising termasuk lokasi pengawasan, parameter dan kekerapan percontohan hendaklah diperincikan di dalam EMP dan dikemukakan kepada Jabatan Alam Sekitar Negeri Johor untuk persetujuan sebelum dilaksanakan.
35. Getaran yang diterima di bangunan-bangunan atau penerima sensitif, **semasa peringkat pembinaan dan operasi**, hendaklah dikawal supaya tidak melebihi paras yang dinyatakan seperti di **Schedule 5 dan Schedule 6**, dalam "*The Planning Guidelines For Vibration Limits and Control in the Environment*" terbitan Jabatan Alam Sekitar.

## G. PENGENDALIAN BAHAN BUANGAN

### Buangan Terjadual

36. Buangan Terjadual sepertimana di **Jadual Pertama dalam Peraturan-Peraturan Kualiti Alam Sekeliling (Buangan Terjadual) 2005** hendaklah diurus dengan sempurna mengikut kaedah-kaedah yang ditetapkan dalam peraturan tersebut. Buangan terjadual ini hanya boleh diperoleh kembali atau dilupuskan di premis yang dilesenkan oleh Jabatan Alam Sekitar.

### Buangan Sisa Pepejal

37. Sistem pengurusan yang bersesuaian dan berkesan bagi sisa pepejal termasuk sisa biomass dan sisa bahan binaan hendaklah disediakan dan diperincikan di dalam EMP.

38. Pelupusan sisa pepejal termasuk sisa biomass dan sisa binaan ke dalam mana-mana perairan daratan adalah tidak dibenarkan.

#### **Pengurusan Overburden/ Un-Suitable Material (USM)**

39. Sistem pengurusan yang bersesuaian dan berkesan bagi *Overburden/ Un-Suitable Material (USM)* yang terhasil dari aktiviti projek hendaklah disediakan dan diperincikan di dalam EMP.
40. Pelupusan *overburden/un-suitable* material ke dalam mana-mana perairan daratan adalah tidak dibenarkan. Pelupusan *overburden/un-suitable* material sebagai bahan kambus di luar tapak projek perlu terlebih dahulu mendapat kelulusan dari Pihak Berkuasa Meluluskan dan perlu memastikan langkah kawalan atau *Best Management Practices (BMPs)* dilaksanakan.

#### **Bahan Kimia dan Petroleum**

41. Benteng hendaklah dibina di sekeliling tangki simpanan bahan kimia dan bahan petroleum. Benteng yang dibina hendaklah berupaya menampung sekurang-kurangnya 110% kandungan tangki terbesar di dalam benteng berkenaan. Tapak tangki hendaklah diperbuat daripada konkrit atau bahan telap air dan kemudahan untuk mengepam semula bahan yang tumpah hendaklah disediakan. Tangki simpanan bahan kimia dan bahan petroleum hendaklah tidak diletakkan di dalam rezab perairan daratan atau *set back* perairan Malaysia.
42. Semua kawasan pemindahan (*all transfer points*) bahan kimia, petroleum dan buangan terjadual hendaklah dibina daripada konkrit dan mempunyai kemudahan menyalur serta mengumpulkan bahan tumpahan seperti '*collection sump*'. Sebarang tumpahan bahan kimia, petroleum dan buangan terjadual ke atas tanah hendaklah diuruskan mengikut Garis Panduan Pengurusan Tanah Tercemar terbitan Jabatan Alam Sekitar.

## H. PENGANGKUTAN DAN PENSTORAN

43. Langkah-langkah kawalan yang berkesan semasa pengangkutan buangan terjadual dan bahan kimia hendaklah dilaksanakan untuk mengelakkan dari berlakunya tumpahan yang boleh mencemarkan alam sekitar.
44. Syarat – syarat e-konsainan (*e-consignment*) iaitu '*on-line link up system*' di antara pengeluar buangan terjadual (*scheduled waste generator*), kontraktor pengangkut buangan terjadual, penggerak projek (*recoverer*) dan Kemudahan Bersepadu, Pengolahan dan Pelupusan Buangan Terjadual yang dikendalikan oleh Premis yang dilesenkan (bagi pelupusan sisa, *residue*) hendaklah dilaksanakan dalam pengurusan buangan terjadual.
45. Tempat penstoran bahan mentah buangan terjadual, bahan kimia, produk pulihguna hendaklah mengikut **Peraturan-Peraturan Kualiti Alam Sekeliling (Buangan Terjadual) 2005**.

## I. KAWALAN DAN PENCEGAHAN

46. Janakuasa tunggu sedia (*standby generator*) hendaklah dipasang bagi membekal keperluan tenaga elektrik kepada peralatan-peralatan utama seperti sistem kawalan premis dan alat kawalan pencemaran.
47. Semua sistem kawalan pencemaran (udara, air dan bunyi bising), hendaklah diselenggara dengan baik sepanjang masa, alat ganti hendaklah sentiasa ada dan boleh digunakan pada bila-bila masa dan program pengawasan prestasi (*performance monitoring*) hendaklah dijalankan mengikut garis panduan yang ditetapkan.
48. Sebarang aktiviti di tapak projek termasuk di peringkat operasi premis hendaklah diberhentikan dengan **SERTA MERTA** apabila berlaku sebarang kerosakan ke atas sistem kawalan pencemaran yang boleh menyebabkan pencemaran berlaku. Sebarang kegagalan sistem kawalan pencemaran hendaklah dimaklumkan kepada

Jabatan Alam Sekitar Negeri Johor dalam tempoh 24 jam. Aktiviti di tapak projek/premis hanya dibenarkan beroperasi semula setelah sistem kawalan ini dibaikpulih sepenuhnya.

49. Pengendalian dan penyelenggaraan sistem kawalan pencemaran (udara, efluen perindustrian, larut resap, kumbahan) hendaklah dilakukan atau dikendalikan oleh orang yang berwibawa (kompeten) di bawah Seksyen 49A dan bertanggungjawab bagi memastikan peraturan-peraturan dan standard-standard yang ditetapkan dapat dipatuhi. Maklumat orang yang berwibawa hendaklah dikemukakan kepada Jabatan Alam Sekitar Negeri Johor.
50. Sistem kawalan pencemaran hendaklah dipasang berdasarkan Teknik Terbaik Yang Ada Yang Boleh Dicapai Dengan Hemat (*Best Available Technique, BAT*).
51. **Pembakaran terbuka** sisa tumbuhan, sisa binaan atau apa-apa bahan yang boleh terbakar **dilarang** sama sekali sepertimana dinyatakan di bawah **Seksyen 29A, Akta Kualiti Alam Sekeliling 1974**.
52. Papan pemberitahuan status pematuhan kualiti air, udara, bunyi bising dan getaran hendaklah dipasang di pintu masuk tapak projek/premis bermula dari peringkat kerja tanah, pembinaan, operasi dan sehingga sepanjang hayat projek.
53. Salinan *Emergency Response Plan (ERP)* bagi keseluruhan kemudahan premis untuk menghadapi sebarang kemalangan, kecemasan atau kejadian di luar jangkaan yang telah diluluskan oleh Pihak Berkuasa Meluluskan hendaklah dikemukakan kepada Jabatan Alam Sekitar Johor.

**J. PELAN PENGURUSAN ALAM SEKITAR (*ENVIRONMENTAL MANAGEMENT PLAN, EMP*)**

54. ***Environmental Management Plan (EMP)*** hendaklah disediakan mengikut format dalam *Chapter 6 - Post Submission Stage Of EIA Report, Environmental Impact Assessment Guideline in Malaysia (EGIM)* terbitan Jabatan Alam Sekitar. Dokumen berkaitan *Pollution Prevention and Mitigation Measures (P2M2)* hendaklah dimasukkan di dalam EMP ini dan disediakan mengikut *Appendix 4* dalam garis panduan yang sama.
55. EMP yang lengkap hendaklah dikemukakan kepada Jabatan Alam Sekitar Negeri Johor untuk kelulusan sebelum pembangunan projek ini dimulakan. Langkah-langkah kawalan dan mitigasi yang diperincikan di dalam EMP hendaklah dilaksanakan dan dipatuhi sepenuhnya.
56. EMP hendaklah dikemaskini dari semasa ke semasa sekiranya terdapat perubahan atau pindaan terhadap langkah-langkah kawalan dan mitigasi dan/atau terdapat arahan terkini daripada Jabatan Alam Sekitar Johor.
57. Penggerak Projek hendaklah memaklumkan secara bertulis kepada Jabatan Alam Sekitar Negeri Johor sekiranya pembangunan projek melibatkan fasa peralihan kerja (*transition*)/ penyelenggaraan berkala (*turn around*)/ dihentikan/ ditangguhkan atau ditamatkan atas sebab-sebab tertentu. Bagi tujuan tersebut, EMP hendaklah dikemaskini merangkumi perkara-perkara berikut:
- (i) Tarikh dan jadual peralihan fasa kerja/ penyelenggaraan berkala/ pemberhentian/ penangguhan atau penamatan projek;
  - (ii) Kerja-kerja penstabilan tapak, pemulihan tanah tercemar, pembukaan peralatan, pembersihan tapak, pengawasan alam sekitar atau sebarang langkah pemulihan yang bersesuaian; dan

(iii) Komitmen daripada Penggerak Projek atau pihak yang bertanggungjawab sepenuhnya ke atas pemulihan tapak projek dari segi keselamatan awam dan alam sekitar.

58. EMP hendaklah memperincikan aktiviti berkaitan projek yang terletak di luar atau bersebelahan tapak projek samada bersifat kekal atau sementara yang berpotensi memberi impak kepada persekitaran.
59. Bagi pematuhan syarat-syarat EIA, semua aspek mengurus perdana alam sekitar (*environmental mainstreaming tools, EMTs*) seperti di dalam *EIA Guideline In Malaysia (EGIM)* dan *Environmental Mainstreaming Directive* (seperti dilampiran A) hendaklah dilaksanakan.

#### K. AUDIT ALAM SEKELILING

60. Audit alam sekeliling pihak ketiga di bawah Seksyen 33A, Akta Kualiti Alam Sekeliling, 1974 hendaklah dilaksanakan terhadap projek ini berpandukan kepada *Environmental Audit Guidance Manual*, terbitan Jabatan Alam Sekitar.
61. Juruaudit yang dilantik hendaklah berdaftar dengan Jabatan Alam Sekitar dan segala kos audit alam sekeliling hendaklah ditanggung oleh penggerak projek. Frekuensi pelaksanaan audit adalah seperti berikut:
- (i) Di peringkat kerja tanah dan pembinaan **setiap empat (4) bulan** sekali atau mengikut arahan Jabatan Alam Sekitar Negeri Johor, bermula dari tarikh mula sehingga selesai kerja-kerja pembinaan. (Juruaudit hendaklah mempunyai sijil *CESSWI (Certified Erosion Sediment and Stormwater Inspector)* atau *CISEC (Certified Inspector on Sediment and Erosion Control)* atau yang diiktiraf oleh Ketua Pengarah Kualiti Alam Sekeliling); dan

- (ii) Di peringkat operasi setiap satu (1) tahun sekali sepanjang tempoh operasi (jika perlu) atau mengikut arahan Jabatan Alam Sekitar Negeri Johor.

## L. PELAPORAN

62. Laporan-laporan berikut hendaklah dikemukakan kepada Jabatan Alam Sekitar Negeri Johor yang mengandungi:-

Bil	Jenis Laporan	Frekuensi	Tempoh	Catatan
1.	Borang Maklumat Status Projek (Borang EIA 1-18)	3 bulan sekali	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga projek selesai / tamat operasi	
2.	Borang Pelaporan Pematuhan Syarat Kelulusan EIA (Borang EIA 2-18)	3 bulan sekali	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga projek selesai/tamat operasi	
3.	Takat Akhir Pelepasan Kolum Perangkap Mendap	3 bulan sekali	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga sebelum operasi	
4.	Pengawasan Kualiti Air - Efluen Perindustrian - Kumbahan - Air Sungai - Air Tanah	3 bulan sekali	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga projek selesai / tamat operasi	
5.	Pengawasan	Rujuk	Peringkat operasi	

	Pelepasan Udara	PUB 2014		
6.	Pengawasan Udara Ambien	3 bulan sekali	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga projek selesai / tamat operasi	
7.	Pengawasan Bunyi Bising dan Getaran	3 bulan sekali	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga projek selesai / tamat operasi	
8.	<i>Aerial View</i>	Setiap bulan	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga projek selesai / tamat operasi	Perlu menggunakan <i>drone</i>
9.	Pelaporan Keberkesanan Kawalan Hakisan dan Kelodakan melalui Sistem ESC Online	Apabila bacaan hujan melebihi 12.5mm/ per event	Dari mula gangguan tanah ( <i>land disturbing</i> ) / operasi / sehingga sebelum operasi	

[Perhatian: Analisis parameter-parameter bagi pengawasan alam sekitar hendaklah dijalankan oleh makmal yang mendapat pengiktirafan 'Skim Akreditasi Makmal Malaysia' daripada Jabatan Standard Malaysia]

## M. PENTADBIRAN

63. Satu salinan **surat dan syarat kelulusan Laporan EIA** hendaklah **dipamer** di pejabat pengurusan tapak projek.
64. Satu salinan surat dan syarat kelulusan Laporan EIA, dokumen EMP, dokumen *LDP2M2* dan setiap salinan dokumen yang berkaitan syarat-syarat kelulusan Laporan EIA hendaklah disimpan di pejabat pengurusan tapak projek untuk rujukan.
65. Surat dan syarat kelulusan laporan EIA ini bersama setiap salinan dokumen yang menjadi sebahagian syarat-syarat kelulusan hendaklah dijadikan sebagai sebahagian daripada **dokumen kontrak** di antara penggerak projek dengan kontraktor yang akan menjalankan kerja-kerja di tapak projek.
66. **Environmental Officer (EO)** yang kompeten dan perlu bertanggungjawab sepenuhnya ke atas perkara-perkara berkaitan pengurusan alam sekitar dan pelaksanaan semua langkah kawalan hendaklah dilantik. **Nama, jawatan dan maklumat perhubungan yang lengkap** pegawai berkenaan hendaklah dikemukakan kepada Jabatan Alam Sekitar Negeri Johor sebelum sebarang gangguan tanah dimulakan. Antara tugas pegawai ini ialah:-
- (i) Menyelia kerja-kerja kawalan hakisan dan sedimen di tapak seperti mana ditetapkan dalam Dokumen *LDP2M2* dan Pelan Pengurusan Alam Sekitar (EMP);
  - (ii) Mengemaskini Buku Harian Tapak;
  - (iii) Menjalankan pemeriksaan harian ke atas langkah-langkah kawalan pencemaran serta struktur *Best Management Practices* (BMPs), kawalan hakisan dan sedimen termasuk *perimeter drain, check dam, silt trap, wash trough, slope protection* dan lain-lain;

- (iv) Mengadakan mesyuarat tapak setiap dua (2) minggu bersama penggerak projek dan kontraktor;
- (v) Menjalankan pengukuran *in-situ* parameter kekeruhan di takat pelepasan dari alat kawalan sedimen seperti kolam perangkap mendap dalam tempoh tidak melebihi 30 minit selepas hujan. Sekiranya hujan berterusan melebihi 24 jam, pengukuran hendaklah dijalankan sekali pada setiap hari. (Kegagalan mematuhi syarat ini perlu dicatatkan dengan alasan yang kukuh dan munasabah);
- (vi) Semua langkah amalan "*good housekeeping*" berasaskan konsep '5S' (sisih, sapu, susun, seragam dan sentiasa amal) hendaklah dilaksanakan bermula dari aktiviti gangguan tanah dan di sepanjang hayat projek; dan
- (vii) Melaksanakan tugas-tugas yang diperincikan di dalam *EIA Guideline in Malaysia (EGIM)* terbitan Jabatan Alam Sekitar.

[Perhatian : EO bagi kawalan hakisan dan sedimen hendaklah mempunyai sijil *CESSWI (Certified Erosion Sediment and Stormwater Inspector)* atau *CISEC (Certified Inspector on Sediment and Erosion Control)* atau yang diiktiraf oleh Ketua Pengarah Kualiti Alam Sekeliling]

- 67. Penggerak projek hendaklah memaklumkan secara bertulis kepada Jabatan Alam Sekitar Ibu Pejabat dan Jabatan Alam Sekitar Negeri Johor jika terdapat **sebarang pertukaran hak milik atau pengurusan projek dalam tempoh 30 hari** dari tarikh pertukaran hak milik atau pengurusan. Sebarang pertukaran hak milik atau pembahagian hak milik atau pengurusan hendaklah memasukkan kehendak mematuhi syarat-syarat kelulusan Laporan EIA kepada pemilik baru dalam transaksi jual-beli/pertukaran hak milik tersebut.
- 68. Sekiranya projek ini tidak dimulakan dalam tempoh dua (2) tahun dari tarikh surat kelulusan, maka kelulusan Laporan EIA ini akan terbatal.

69. Penggerak projek hendaklah mematuhi arahan dan syarat-syarat tambahan yang dikenakan dari semasa ke semasa.



**(NORLIN JAAFAR)**

Ketua Pengarah Kualiti Alam Sekeliling

Tarikh : 28 November 2019

<b>BORANG MAKLUMAT STATUS PROJEK EIA</b>
--

Kepada :

Tarikh:

Pengarah

Jabatan Alam Sekitar Negeri \_\_\_\_\_

Tuan,

Saya dengan hormatnya merujuk kepada perkara tersebut di atas dan sukacita bersama ini dikembalikan maklumat status projek yang tertakluk kepada EIA untuk perhatian tuan selanjutnya:

1. Nama Projek : \_\_\_\_\_  
 Alamat Tapak : \_\_\_\_\_  
 No. Telefon : \_\_\_\_\_ No. Faks: \_\_\_\_\_

2. Nama Pemaju : \_\_\_\_\_  
 Alamat Pemaju : \_\_\_\_\_  
 No. Telefon : \_\_\_\_\_ No. Faks: \_\_\_\_\_

3. Pertukaran hakmilik pengurusan: Ya  Tidak

Jika ya, nyatakan butir-butir pemaju yang baru:

Alamat : \_\_\_\_\_  
 No. Telefon: \_\_\_\_\_ No. Faks: \_\_\_\_\_

4. Pelan Pengurusan Alam Sekitar (EMP) : Diluluskan / Belum diluluskan  
 Tarikh Kelulusan JAS: \_\_\_\_\_ no. rujukan \_\_\_\_\_

5. Pelan LD-P2M2 : Diluluskan / Belum diluluskan  
 (Land-Disturbing Pollution Prevention & Mitigation Measures)  
 Tarikh Kelulusan JAS: \_\_\_\_\_ no. rujukan \_\_\_\_\_  
 No. Pelan: \_\_\_\_\_

6. Pelan Kawalan Hakisan dan Kelodakan (ESCP) (jika berkaitan) : Diluluskan / Belum diluluskan  
 Tarikh Kelulusan JPS : \_\_\_\_\_ no. rujukan \_\_\_\_\_  
 No. Pelan: \_\_\_\_\_

7. Pelan Susunatur : Diluluskan / Belum diluluskan  
 Tarikh Kelulusan PBT/PBM : \_\_\_\_\_ no. rujukan \_\_\_\_\_  
 No. Pelan: \_\_\_\_\_

8. Pelan Kerja Tanah : Diluluskan / Belum diluluskan  
 Tarikh Kelulusan PBT/PBM : \_\_\_\_\_ no. rujukan \_\_\_\_\_  
 No. Pelan: \_\_\_\_\_

9. Status Kemajuan Kerja Projek*:	%Siap	Tarikh Mula	Tarikh Dijangka Siap
<input type="checkbox"/> Belum dimulakan	_____	_____	_____
<input type="checkbox"/> Kerja tanah	_____	_____	_____
<input type="checkbox"/> Pembinaan	_____	_____	_____
<input type="checkbox"/> Operasi/siap	_____	_____	_____
<input type="checkbox"/> Tangguh/Terbengkalai	_____	_____	_____

10. Nyatakan peringkat fasa projek (jika berkenaan): \_\_\_\_\_ (Lampirkan jadual pelaksanaan projek)

11. Sertakan gambarfoto yang menunjukkan status projek

**PENGESAHAN :** Segala maklumat-maklumat yang dinyatakan di atas adalah benar:

Tandatangan : \_\_\_\_\_

Nama : \_\_\_\_\_

Cop Rasmi: \_\_\_\_\_

Jawatan : \_\_\_\_\_

**BORANG PELAPORAN PEMATUHAN SYARAT KELULUSAN EIA**

Nama Projek :  
 Pemaju :  
 No. Fail JAS :  
 Tarikh Laporan EIA Diluluskan :  
 Jururunding Laporan EIA :  
 Tarikh Kelulusan EMP :  
 Jururunding Pengawasan Post EIA :

No. Syarat (A)	<sup>1</sup> Syarat-Syarat Kelulusan EIA (Nyatakan Dengan Lengkap) (B)	<sup>2</sup> Ulasan Pemaju (C)

<p>No. Syarat (A)</p>	<p><sup>1</sup>Syarat-Syarat Kelulusan EIA (Nyatakan Dengan Lengkap)  (B)</p>	<p><sup>2</sup>Ulasan Pemaju  (C)</p>

<sup>1</sup> Sila nyatakan bilangan muka surat pada setiap helaian jadual.

<sup>2</sup> Ulasan pemaju hendaklah merangkumi perkara-perkara berikut:-

- (i) Ringkasan mengenai langkah kawalan yang dicadangkan di dalam laporan EIA;
- (ii) Langkah kawalan sebenar yang diambil di peringkat pelaksanaan projek. Justifikasi ke atas sebarang pindaan yang dibuat kepada cadangan asal di dalam laporan EIA dari sudut keberkesanan langkah kawalan;
- (iii) Gambar /bukti-bukti sokongan hendaklah juga dilampirkan; dan
- (iv) Perunding dan pemaju diminta membuat perbandingan ke atas ramalan impak/kesan ke atas Alam Sekitar yang dibuat di dalam laporan EIA dengan kesan sebenar pelaksanaan projek ke atas alam sekitar.

Dengan ini saya mengaku dan mengesahkan semua kenyataan dan butir-butir yang dikemukakan di atas adalah benar.

Disediakan oleh *Environmental Officer*

Disahkan oleh Pemaju Projek

Tandatangan :  
 Nama :  
 Jawatan :  
 Cop Rasmi :  
 Tarikh :

Tandatangan :  
 Nama :  
 Jawatan :  
 Cop Rasmi :  
 Tarikh :



# PENGERANG ENERGY COMPLEX SDN BHD

## Human Resources Policy Manual

		Signature
Version	1.0	
Issued date	1 July 2020	
Created by	Theresa Ang, Human Resources Department	
Verified by	Riaz Saiyed, Head of Human Resources and Social Relations	
Approved by	Chong Ying Haur, Director	

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## **INTRODUCTION**

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### **PENGERANG ENERGY COMPLEX**

Pengerang Energy Complex Sdn Bhd (PEC) has been established in Malaysia to develop one of the largest and most competitive Aromatics Plants in the World, to be located in the strategic Pengerang Refinery and Petrochemicals hub in Johor, Malaysia, at the tip of the Malaysian Peninsula and directly opposite the City State of Singapore, sharing its attributes as a central trading hub and deep-water port.

PEC is supported by expertise, specialist advice, and assistance of project developer ChemOne from Singapore, the party that conceived, developed and arranged the finance for the Jurong Aromatics Complex in Singapore.

PEC has been conceived as an Owner and Operator of strategically located World Class Refinery, Aromatics and Petrochemicals Facilities to serve the Asian Markets.

We expect the gestation of our business to be in phases, with the initial focus of our business being on the Development of a world scale Aromatics Complex strategically located to serve the growing demand for such products from the East Asian Markets.

We are backed by a strong team of industry experts with extensive experience in commercial, technical and finance, as well as a strong knowledge of the market in which we operate. As part of ChemOne group as strategic partners, offers expertise in orchestrating complex business structures and solutions, thereby ensuring a high success rate for our projects.

The contents of this policy shall apply to all employees of PEC stationed in Singapore and Malaysia office. While every effort is made to ensure these guidelines reflects the formal HR policy in every aspect, some simplification and exclusion of details are unavoidable. If you have any doubts, please refer to the Human Resource Department for clarification. The Company reserves the right to interpret the policies as presented while at all times respect each employee's right to a conducive working environment.

### **OUR VISION, MISSION AND GOALS**

#### **OUR VISION**

To be the leading owner in developing and operating environmentally and economically sustainable world scale state-of-the-art facilities.

#### **OUR MISSION**

We are an international company providing innovative industrial project solutions with our partners, adding value in the energy, petrochemical and natural resources sector.

#### **OUR GOALS**

Grow a sustainable business based on one comprehensive integrated strategy.

Expand our business by establishing world scale production facilities utilizing state of the art technology.

Develop and strengthen our strategic business partnerships with regional governments and reputable industry majors to mitigated investment risks.



## **OUR VALUES**

To place safety, health and the environment first in every aspect of our work, with zero work related injury.

To maximize the deployment of human, capital, financial, production and intellectual assets of the company, generating return on equity employed commensurate with the risk on capital employed for the chemical industry.

To honour and value people with dignity and respect through development and training in ethics, responsibility, skill, experience, leadership and servitude.

To deliver value to our customers and stake holders and to be responsive and responsible to our host communities.

## **PURPOSE**

All organizations must function in accordance with a set of guidelines that will provide direction and ensure that fundamental decisions are made consistently.

These guidelines is therefore created so that policies, procedures are clearly understood by all employees. Hence, the purpose of these guidelines is to communicate these policies, procedures to ensure that all employees conform to the standard practices laid down at all times.

Human Resource Department is responsible for administration of the policies and procedures. If further information is needed, please do not hesitate to approach the Human Resource Department. You may also consult your immediate superior on any matter that you may require clarification.

## **SCOPE**

The contents of these guidelines shall, unless otherwise stated, apply to all employees, irrespective of position. While every effort is made to ensure this process reflects the formal corporate policy in every aspect, some simplification and exclusion of details are unavoidable. If you have any doubts, you should refer to the Human Resource Department for clarification. The Company reserves the right to interpret the policies as presented while at all times respect each employee's right to a conducive working environment.

## **CODE OF BUSINESS CONDUCT**

The Company maintains high standards of integrity, ethics and professional conduct for employees as our work brings us into frequent contact with clients, prospective clients, vendors etc. Employees are the Company's representatives to the outside world and their professional conduct reflects the value system of the Company. The code of conduct aims at creating and building employees' core values, determining best-in-class practices and establishing centres of excellence in the Company. It emphasizes the Company's goal of striving to attain the highest ethical standards when resolving potential or actual conflicts of interest.

The following clauses are by no means inclusive of the circumstances an employee may encounter during the course of his / her employment with the Company. An employee who is unsure of how to proceed when faced with a particular situation must discuss the matter with Human Resources prior to taking any action. Management expects all employees to exercise the highest degree of professional business ethics in all actions they undertake on behalf of the Company. All employees are expected to adhere to the code of conduct. Any contravention of the clauses mentioned herein could result to disciplinary action up to and including termination / dismissal.



### **Avoid Conflict of Interest**

Employees must avoid any interest, influence or relationship that conflicts with the best interests of the Company. No Company asset or resource is to be used for personal gain, benefit or any other illegal purpose.

### **Avoid Questionable Gifts or Hospitality**

Employees must apply this code in good faith to ensure gifts and hospitality may not accept nor offer gifts or favours which include that create, or suggest any improper business relationship.

Employee must ensure that hospitality is only offered or accepted if:

- There is legitimate business interest in doing so
- It remains one-off or irregular in nature
- It is in the form of locally hosted meal, attendance at or participation in an organized team building occasion, local industry award local industry award ceremony, business site visit or similar responsible activity
- Usual business contacts from PEC and other parties are physically present.

### **Protect Confidential Information**

Employees are responsible for protecting proprietary or confidential information of the Company, which may not be given to any individual or organization without permission.

### **Discipline**

Proper conduct at the workplace is based on mutual respect for each individual and compliance with Company's policies and regulations. In this regard, employees shall comply with the Company's disciplinary policy at all times.

Employees are expected to maintain acceptable standard of performance or conduct. An employee will be guilty of misconduct if he/she is found to have committed any of the following offences:

#### General Misconduct:

- Bad timekeeping and persistent lateness
- Absenteeism without approval or reasonable excuse
- Loitering or loafing or spending unnecessary time away from job during working hours
- Failure to observe company regulations or company safety practices
- Not co-operative at work with other colleagues and/or supervisors
- Using obscene, abusive language, malicious gossip and/or the spreading of rumours
- Quarrelling which may have subversive effect on Company discipline
- Making private phone calls at Company's expense
- Sleeping on the job
- Smoking within unauthorized areas

#### Serious Misconduct

- Dereliction and general neglect of duty
- Falsification of time, activity and / or expense reports
- Willful disregard of Superior's instructions
- Willful damage to machinery or materials or Company's property
- Gambling, betting and / or operating raffles and lotteries in Company's premises



### Gross Misconduct

- Willful disregard of safety, health and environment rules
- Theft or attempted theft of property belonging to the Company or fellow employees
- Absent from work for more than 2 consecutive days without notifying the Company or without reasonable excuse
- Intimidation or physical violence on a fellow employee
- Possession or use of any illegal drugs or substances in Company's premises
- Drunkenness or in any state of drunkenness
- Unauthorized disclosure of proprietary or confidential information of the Company
- Commitment of a criminal offence or any attempt to commit a criminal offence

The responsibility for carrying out fair and consistent discipline rests with all Supervisors and Managers.

An employee should be counseled in an appropriate place by his supervisor when the employee commits any of the general misconduct on the first occasion. Repeated general misconduct will receive a verbal warning and the warning will be recorded and kept in the personnel file. A written warning shall be issued by the Departmental Manager and a copy of the warning letter will be sent to the Human Resource Department when an employee commits general misconduct on 3 or more occasions.

For any violation of any serious or gross misconduct, the Company may, after due inquiry, issue an employee with a final written warning or dismiss an employee without notice on grounds of misconduct. Where dismissal is unavoidable, employees are assured that careful investigation and consideration of all facts and circumstances have been made before implementation.

An employee can be dismissed if the seriousness of the offence warrants it even though he may not have been given written warning before. A dismissal action in normal situation would be preceded by the holding of a disciplinary inquiry.

### **GRIEVANCE PROCEDURE**

We recognize the value and importance of full discussions in clearing up misunderstanding and preserving harmonious working relations. Thus, employee is encouraged to discuss aggrieved issue with their immediate superior at the earliest possible date.

If such conflicts / grievance are not resolved within one week, the employee may raise the issue to their Department Head.

If the issue is still not resolved within 3 working days, the employee may raise the issue to the attention of the Human Resource Department.

If the grievance is still not resolved after this step, HR may arrange for the employee to meet up with the Chairman & CEO with the view to resolve the matter equitably. The decision of the Chairman & CEO shall be final.

### **FEEDBACK CHANNEL**

As a communicative and responsive company, we encourage you to send us all your work-related feedback, questions, responses, compliments, concerns, suggestions, complaints or critiques to address any issues where change can / should be made; for example – workplace safety, best practices and / or any other issues of concern to Management either through your Department Head or directly c/o Human Resource Department. All communication will be kept in strict confidence.



## POLICY EFFECTIVE DATE & VARIATION CLAUSE

This policy manual shall be effective from 1 July 2020 and shall remain so thereafter. The Company may from time to time amend, modify, delete or add to the provisions of this Manual.

## POLICY ON PREVENTION OF BRIBERY & CORRUPTION

### 1. Objective

It is our policy to conduct all our businesses in an honest and ethical manner. We take zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate. We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate.

### 2. Coverage

All employees of PEC including its affiliates, “the Company”, outsourced personnel working in the Company premises, consultants, suppliers, partners, distributors and vendors associated either directly or indirectly with the Company.

### 3. Policy

#### a) Bribery

Bribery generally involves paying or offering money, or providing anything else of value, to obtain or retain an improper advantage, or to induce or reward someone for acting improperly. Bribes often involve payments (or promises of payments) but may also include providing lavish / inappropriate gifts and hospitality. It is immaterial if the advantage or reward is being given to someone other than the person giving the bribe as bribery includes advantages provided directly as well as indirectly through an intermediary.

**Giving or receiving a bribe:** It is an offence to give, offer or promise any financial or other benefit to another person in order to influence them to do their job or exercise their powers in a particular way. It is also an offence to seek or receive such a benefit.

**Bribing a public / private / commercial / government official:** It is an offence to give, offer or promise any financial or other benefit to a person in a public, private or commercial office with the intention of influencing that person’s performance of their official functions. Public offices include but are not limited to government department, state-owned corporations and international organizations.

**Failing to prevent bribery:** It is an offence for the Company to fail in preventing bribery being committed by itself, or by its associates. An “associate” is any person or entity that performs services for or on behalf of the organization, and includes the organization’s employees, subsidiaries and agents. It is not an excuse that the senior managers did not authorize, or are unaware of, the bribery, so long as the bribery was committed for the benefit of the business. The only defense available to a business is to show that it has adequate procedures to prevent bribery by its associates.

#### b) Obligations to the Company / Risk Scenarios

Apart from being directly involved in giving, promising, offering, seeking or receiving of a bribe, there are a number of other situations that are potentially risky, and one should be vigilant in detecting these:-

**Facilitation Payments:** Facilitation payments or “grease payments” are payments made with the purpose of expediting or facilitating the performance by a public official of a routine governmental action. Facilitation payments are typically demanded by officials to obtain services which, under normal conditions, should be provided in any event. Facilitation payments (whether directly or indirectly) are a form of bribery. The employees are expected not to condone them, and if a government official asks (directly or indirectly) for such a payment, not to pay it.



**Transactions undertaken through Agents:** Employees should not hire an agent, consultant, vendor or other intermediary / third party if they have reason to suspect that they will pay bribes on behalf of the company. Employees should seek to ensure that any third parties that are hired will not make offer, solicit or receive improper payments on behalf of the company. Prior advice must be sought from the legal team on the level of due diligence required before entering into any such engagement.

**c) What Conduct is Prohibited**

- Offering, promising, giving or authorizing, directly or indirectly, any bribe or kickback to or for the benefit of any person which includes the activities related to money laundering (whether in the public or private sector) in order to obtain or retain any business or other advantage for the company, for self, family, friends, or associates;
- Soliciting, accepting or receiving or agreeing to receive (whether for benefit of the company, benefit of self or that of family, friends or associates) any bribe or kickback from any person (whether in the public or private sector);
- Acting as an intermediary for a third party in the solicitation, acceptance, payment or offer of a bribe or kickback; or
- Otherwise using illegal or improper means (including bribes, favours, blackmails, financial payments, inducements, secret commissions or other rewards) to influence the actions of others.

Breach of record keeping requirements: This includes failure to maintain accurate records and books of account as well as a system of internal accounting controls. By extension, manipulation of any kind of sales, pricing, expenses or any such unethical conduct is prohibited.

**4. Contracts**

It is imperative to insert appropriate provisions in all contractual agreements of the company with third parties to ensure compliance with the policy. Hence all contracts that the company enters into include a clause expressly addressing the no payment of bribes, commissions and kickbacks.

**5. Ethics Officer**

An Ethics Officer is a corporate executive charged with the responsibility of overseeing all aspects of operations to ensure that they are consistent with the Company's policy on Prevention of Bribery and Corruption.

Each country shall have an Ethics Officer, nominated by the Executive Committee of the Company. All the Ethics Officers shall report to the "Chief Ethics Officer" who shall be appointed by the Board of Directors of the Company.

He would be authorized by the Management of the Company for the purpose of receiving all complaints for the respective country under this policy and ensuring appropriate action in seven working days on receiving the complaint.

**6. Submission of a Complaint / Process of Investigation**

Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. Any doubts or malpractice should be raised with the supervisor at the very first instance. If for any reason it is not possible or appropriate to bring the matter to the supervisor's attention, or the employee thinks that it should be reviewed outside his department, the matter should be brought to the attention of the Ethics Officer of the respective location.

An employee can write to the Ethics Officer at [enquiry@chemoneholdings.com](mailto:enquiry@chemoneholdings.com) about any of the unethical / inappropriate practices, if any, happening in the Organization. In case an employee is not willing to write, he / she can also meet the Ethics Officer and explain the case.

It is the responsibility of the Ethics Officer to investigate the complaints of such nature and advise the course of action to the Country / Business HR Head.



Below mentioned points should be complied with in order to ensure effective execution of this policy, whether or not it involves the employee directly:

- Keep the instance confidential from other parties (including colleagues).
- If possible, the concern should be raised before the potentially non-complaint transaction has occurred.
- If the employee is directly involved, it is advisable to not proceed with the transaction even if a clearance is obtained to do so.

Every complaint will be investigated immediately and a decision will be made as to the best method of handling the issues raised in the complaint. Disciplinary action may be required to ensure an effective resolution and compliance with this policy. The complainant will be advised of the results of the investigation by the Country / Business HR Head.

Ethics Officer shall keep the Country / Business HR Head informed of such complaints and take necessary consultation as required.

The Ethics Officer will prepare and submit a report of the resolved and findings of pending complaints to the Country / Business HR Head on a quarterly basis.

## **7. Punishment for Committing Bribery, Money Laundering and Corruption**

The Management depending on the severity of the offence and degree of involvement of the employee, established by thorough investigation, can impose the following penalties which are indicative and not exhaustive on an employee who is found guilty of committing the act of bribery and corruption:

- Withholding of performance based pay awards, AWS and bonus
- Withholding of promotion
- Termination of service

This is not withstanding the appropriate proceedings that may be followed against the employee for committing the offence as per law of land. The Country / Business HR Head will inform the law enforcement agencies for appropriate action as per the law of land.

## **8. Non-Retaliation Policy**

No employee will be retaliated against because he / she filed a complaint. In addition, no associate who has provided information or otherwise cooperated with the investigation of a complaint will be retaliated against. In the event of such instances occurring and being proven, Management will take appropriate disciplinary action against the concerned employee.

## **9. Amendment**

The Company reserves its right to amend or modify this policy in whole or in part, at any time without assigning any reason whatsoever. Any violation of this policy or its clauses shall be immediately reported to the CEO by the respective Country / Business HR Head.



## **TERMS AND CONDITIONS OF EMPLOYMENT**

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### **EMPLOYMENT**

All applications of employment shall be carried out either through the completion of the standard application of employment form issued by the company or by writing personally to the Company.

After interview, the successful candidate shall be issued a Letter of Appointment where the candidate will sign off as an acceptance of employment.

Thereafter, the employee will be required to undergo a pre-employment medical examination conducted by the Company's appointed doctor. Pending receipt of the results of medical examination, the employee is allowed to commence his / her probationary period but his / her services will be terminated if the result of his / her medical examination is unsatisfactory. However, the employee will still be paid for the period that he / she has worked under this clause on a pro-rata basis.

As part of talent acquisition process, company will conduct the third-party background verification process for key role / senior management level. These checks include reference checks, documents verifications, criminal records and credit records. If at any time, the Management finds any information given by the employee with regard to his / her employment is false, he / she may be terminated without notice.

### **PROBATION**

All newly appointed employees shall serve a probationary period of 3 months for juniors and executives, and 6 months for managers. This period of time has been designated as a fair and reasonable time for both the Company and the employee to determine the suitability of the placement. On completion of the probationary period, the employee's performance will be appraised by his superior to determine whether

- he / she is confirmed; or
- his / her probationary period to be extended to a further period of up to 3 months; or
- his / her service with the company is terminated.

However, subject to a satisfactory work performance, the employee shall be given a letter of confirmation in writing.

### **WORK WEEK / HOURS OF WORK**

For Office staff:

The number of workweek days is five days. The hours of work from Monday to Friday are 0900 hours to 1800 hours (with an hour lunch break).



## **PERFORMANCE OF DUTIES**

Employee shall devote their full time and attention to his / her duties with the Company and shall at all time faithfully and diligently performed in compliance with the Company's policy and procedures, which may be revised from time to time.

Employee will also at all times and to the best of his / her ability, endeavour to protect the interest of the Company.

## **PERFORMANCE APPRAISAL**

Performance Appraisals will be conducted on or before January of each year. Appraisal period is from 1 January to 31 December. Each Department Head shall evaluate every one of his subordinate's work performance and he / she will then submit the forms to the Human Resource Department for onwards processing.

## **NON-COMPETITION**

During the course of employment and 6 (six) months after the cessation of employment, employee shall not be directly engaged in any trade, business or occupation in Singapore or any other country in which the Company has business or clients, in any capacity whatsoever (and whether on your own behalf or on behalf of any other person) which is in direct or indirect competition with the Company or which may be detrimental to the interest of the Company.

## **CONFIDENTIAL INFORMATION**

Employee will not during employment or after leaving the Company, use any of the secrets, confidential knowledge or information or any financial or trading information relating to the Company or any of its subsidiary or associated companies that may have come to his / her attention whether for his / her own benefits or the benefits of any other person or disclose to any person, in any manner whatsoever.

In the event of the cessation of employment, for whatsoever reason, employee will return to the Group any papers, files or documents relating to the Group's affairs, which might be in his / her possession and acceptance of offer of employment constitutes an undertaking that he / she will not remove or copy any such papers, files or documents for his / her subsequent use.

## **CONFLICT OF INTEREST**

During employment, employee shall not introduce to any other person, company or organization business of any kind with which any company within the Group is able to deal with and employee will not have any financial interest in or derive any financial or other benefit from contracts or transactions made by the Group with any third party without first disclosing such interest or benefit to the Group and obtaining its approval thereto.



## TRANSFER

Employee is advised that a condition of employment with the Company is that you are liable to be transferred to work in any section, department or division of the Company, or to be transferred to work in any property to which this Company may be associated, connected or affiliated with at the absolute discretion of the Company.

This is, in part for operation exigencies and in part to realize your potential elsewhere, allowing you to gain experience in other areas as a way to develop your skills for career advancement. A transfer does not necessitate a change in salary and benefits status, unless appropriate.

## TERMINATION OF SERVICE

Employee who intends to resign from service shall give adequate notice as follows:

<b>Job Category</b>	<b>Notice Period During Probation</b>	<b>Notice Period After Confirmation</b>
Group Executive Management Grade <ul style="list-style-type: none"><li>• Executive Director (ED)</li><li>• Project Director (PD)</li><li>• Consultant (C)</li><li>• Advisor (A)</li></ul>	1 month	1 month
Management Grade <ul style="list-style-type: none"><li>• Senior Manager (M3)</li><li>• Manager (M2)</li><li>• Assistant Manager (M1)</li></ul>	1 month	1 month
Executive Grade <ul style="list-style-type: none"><li>• Senior Executive (E2)</li><li>• Executive (E1)</li></ul>	1 month	1 month
Non-Management Grade (L)	1 week	1 month

Vice versa, for termination of employment, the Company will be required to give adequate notice as stipulated above.

Employee must serve the full requisite notice period. Waiver of resignation notice or use of unconsumed vacation leave to offset resignation notice is subject to the approval of the Company. Equivalent salary in-lieu of notice is payable for any outstanding period of notice.



## **SALARY AND BENEFITS**

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### **SALARY PERIOD**

Salary period is from the first day of the calendar month to the last day of the calendar month.

### **OVERTIME PERIOD**

Overtime period is from the 16<sup>th</sup> day of the previous month to the 15<sup>th</sup> day of the current month.

### **PAYMENT OF SALARY**

The payment of salary, including overtime payment, will be made once a month on the 30<sup>th</sup> day of each month. If the scheduled payday is a Sunday or Public Holiday, pay will be credited one day before. Any irregularities in the payroll should be reported to the Human Resource Department for verification within three working days.

### **COMPUTATION OF SERVICE**

Computation of service will be based on days of completed service. The formula shall be used to compute merit increment, bonus payment, AWS, annual leave entitlement, etc.

### **ANNUAL WAGE SUPPLEMENT (AWS)**

As per employment contract, the Company will pay AWS equivalent to one month's basic salary to an employee who has completed a full 12 months credited service as at 31<sup>st</sup> December of each year and has not violated the terms and conditions of employment. Employees who have not completed one year of service shall be given AWS, if any, on a prorated basis.

Employee who leaves the service of the Company prior to 31<sup>st</sup> December will not be eligible to receive payment.

The AWS shall be based on the salary as of 31<sup>st</sup> October of each year. Employees not on the payroll as of 31<sup>st</sup> October are not eligible to receive the AWS.

### **CENTRAL PROVIDENT FUND (CPF) CONTRIBUTION**

CPF contributions are payable for all full time and part time Singaporeans and SPR employees at a rate gazetted by the Singapore Government. Company is exempted from making mandatory CPF contributions for foreign employees on employment pass or work permit.

### **ANNUAL MERIT INCREMENT**

All confirmed employees shall be eligible for salary review by the Company each year. The Employee's performance will be taken into consideration and increment shall be pro-rated starting from the date of employment for confirmed employees who worked less than one year.



## **PERFORMANCE BONUS**

Performance bonus is an incentive payment to confirmed employees as a reward for their contributions towards improving the Company's business performance. The quantum varies and is dependent on Company's financial performance as well as the individual performance. It may also be integrated into any future Company's share option scheme.

## **TRANSPORT REIMBURSEMENT**

Reimbursement for transportation is based on the principle of incremental expense incurred for business requirements. The most economical and safe mode of transport shall prevail at all times.

### **To and from Work Place**

Travel from home to work place and vice versa is strictly personal. Where business requirements call for a detour between home and workplace, the incremental mileage or expenses incurred shall be reimbursable.

Employees who are given special transportation allowance will not be reimbursed for taxi claims to and from workplace in the event that employees use such transportation to and from workplace.

### **On Official Company Business**

Where employees are requested to perform official Company business within or outside their scheduled working hours using their own transportation, the following reimbursement shall apply:

- The mileage rates established by the Company from time to time for every business kilometer covered when the employee drives a car or uses a motor scooter or motor-cycle.
- Actual expenses incurred where the employee uses other means of transportation e.g. MRT, buses or taxi etc.
- Any parking and ERP fees incurred in the course of such business commitment.

### **Claims Procedure**

Such claims are to be submitted using the appropriate expense claim forms and are to be substantiated with original receipts stating details of date, place, purpose and business contacts.

**Note:** Officers and Confidential staff who are eligible for transport reimbursement due to overtime shall be covered under a separate policy. Please refer to Human Resource Department for details.



## **MEALS REIMBURSEMENT**

The meal expenses incurred during breakfast / lunch / dinner also known as working breakfast / lunch / dinner will be reimbursed by the company if the meals are part of a meeting or activity that includes clients or customers and the focus of the activity is to support the business of the company.

Working breakfast / lunch / dinner expense claims between colleague / staff is strictly not allowed; unless the official meetings are extended beyond reasonable hours. In such event, the meals will be provided by the Company through the Secretary, whenever possible.

Meal expenses with clients or customers must not be extravagant and the reimbursements are submitted in a timely and detailed manner.

Employees who wish to make the claims have to fill in the expense claim form and submitted for approval with actual receipts.

Please state clearly the name and company of your clients or customers for identification and its purpose.

All such meal claims must be approved and signed by your immediate supervisor prior to submission to Human Resources or Finance personnel (to ensure that the claim is in line with the company's policy).

Finance personnel will then reimburse the claimant accordingly with the Chairman & CEO's approval.

## **MOBILE PHONE REIMBURSEMENT**

Employees who are required to remain contactable at all times due to job requirements may be granted a mobile phone and subscription to the Corporate Plan. The monthly subscriptions and the telephone charges incurred for business shall be reimbursed by the Company. The list of job positions eligible for such reimbursement shall be approved by the Chairman & CEO.

Employees who have to make business calls occasionally, and thereby incurred telephone charges, may claim reimbursement for such charges. However, subscription fees are not eligible for the reimbursement.



## TRAVEL & ENTERTAINMENT - POLICY & PROCEDURES

This policy applies to all employees. Our company travel policy outlines our provisions for company-related travel such as outstation business assignments, overseas meetings, training and conferences.

Travel refers to a business trip to a different city than the one you are in. This also includes any car, train or bus trip that lasts longer than an hour.

### Travel Approval

All overseas travel requests must be authorized by your Department Head. The Chairman & CEO or his assignee shall be the final approval for all overseas travels.

Travel requests must be made through the official Travel Request Form and no bookings of flights or accommodation is allowed prior to the approval of the travel. All airline tickets arrangement is centralized with the Company's authorized personnel.

When traveling for company purposes, you are entitled to company-paid plane tickets. Your travel must be booked at least (two weeks) in advance unless it is an unforeseen trip. All unused tickets must be returned to the authorized personnel for cancellation to obtain a refund at the earliest opportunity.

All employees are to travel on lowest available fare of economy class for all flights for date of travel; and for all flights less than 8 hours. Travel for more than 8 hours by air continuously without stopover are eligible for either premium economy or business class base on the followings Grades of employees. (Exceptional case must obtain prior written approval from the Chairman & CEO).

Company will not bear any increase in cost of air tickets should the employee choose to travel in a different class of travel other than what is stipulated by the Company. Such increase will be borne by the Employee.

<u>Staff Grade</u>	<u>Class of Travel</u>
Directors and Consultants <ul style="list-style-type: none"> <li>• Executive Director (ED)</li> <li>• Project Director (PD)</li> <li>• Consultant (C)</li> <li>• Advisor (A)</li> </ul>	Business Class
Managers <ul style="list-style-type: none"> <li>• Senior Manager (M3)</li> <li>• Manager (M2)</li> </ul>	Premium Economy Class

Personal entertainment expenses, including in-flight movies, in-flight WiFi, headsets and related incidental costs will not be reimbursed by the Company.

### Ground Transport

Local public transportation should be used whenever practical. In general, use of taxis should be confined to short trips in situations where it is not suitable or reasonable to use local public transportation to move around the area for business purposes. We will not reimburse transportation expenses for trips to museums or other places for personal purposes. Always ask for receipts and we will reimburse fares for traveling:

- From airport / train stations to your hotel and back.
- To and from every place you go for company purposes (like conference halls, lunches with clients or client offices).



You may also rent a car if you plan to do many trips within the city (for example, if you are planning to see a large number of customers). In these cases, you can either talk to our Company's authorized personnel so she can rent a car for you or you can rent your own from the city you will travel to (you must buy insurance too). Keeping in mind, we will reimburse fees for a rental car that is (compact, two-doors or four-doors, automatic transmission, petrol-fueled).

### **Accommodation**

When traveling for company purposes, you are entitled to stay at a 4 star rated hotel. Prior approval is required if staying at hotels rated above 4 star. All accommodation arrangement is centralized with the Company's authorized personnel or the Host Country.

### **Entertainment / out-of-pocket expenses**

Travelers are eligible to claim actual expenses incurred during the business trip. However, the expenses incurred must be reasonable. Actual receipts must be produced, where possible, for the claims.

During a business trip, you are entitled to reimbursement for meal expenses. Meals (breakfast, lunch and/or dinner) should be reasonable during the period from the commencement to the end of the travel. Where breakfast is included in the hotel room charges, no additional breakfast expense will be claimable.

Business meals or entertainment may not be lavish and must be necessary to conduct business. When it comes to meetings with clients or other key stakeholders (like dinners), we will reimburse the whole of the bill including tips. The most senior employee participating in the meeting should pay the bill and submit the expenses for reimbursement. We count on you to place reasonable orders. Detail listing of the persons and the business reason for the meals must be clearly stated in the claim form.

If you exceed (S\$150) per person for one meal, you must get approval from our (CFO) to expense the cost. It is the responsibility of the approving manager to review, check and validate the reasonableness of each expense item. Any exceptions must be substantiated and a second level of approval is required.

### **Passport and Visa**

Employees are to ensure that their passport has at least 6 months validity from the date of travel. The Company will only reimburse passport renewal and visa application charges due to business travel requirements.

### **Business Travel Insurance**

Employees who are required to travel for business assignments, overseas meetings, training and conferences are covered under the Group Business Travel Insurance.

The general terms and conditions as stipulated in the Group Business Travel Insurance apply to business travels only.

### **Tips**

In countries where tipping is the culture, the company will reimburse tips where the amount is reasonable.



### **Telephone Calls**

Employee may claim for business related calls only.

### **Winter Clothes**

Business travels to countries where the temperature is at 15°F or below, purchases of appropriate winter clothes are reimbursable. Winter clothes would include:

- a) winter jackets
- b) long trench suit
- c) long johns
- d) woolen sweater, gloves, hats or caps
- e) windbreaker
- f) leather boots

The maximum amount for reimbursement is S\$500 for a period of 3 years. Actual receipts must be attached to the Travel Expense Claim Form and submit to Human Resource Department for review and processing. Reimbursements will be via the monthly payroll.

### **Non-Reimbursable Expenses**

The Company will not pay for the following expenses

- Airline club membership fees.
- Purchase of luggage, briefcase, clothing, toiletry items or others supplies.
- Additional optional travel or baggage insurance or personal insurance.
- In-flight or in-room movies and video rental or similar services.
- In-flight WiFi, headsets and related incidental costs.
- In-room or mini-bar food, beverages or refreshments.
- Laundry / dry cleaning for trips less than 3 business days.
- Recreational activities (e.g. fitness center, golf, massages, etc.).
- Expenses related to vacation or personal days taken before, during or after a business trip.
- Other personal expenses.

Travel and hotel reservation which is not booked by the Company's authorized personnel due to traveler's preference are consider non-reimbursable personal expenses.

### **Others**

For those matters concerning overseas work attachments or temporary overseas assignments, please refer to the Human Resource Department.

### **Claims Procedure**

Such claims are to be submitted using the appropriate travel expense claim forms and are to be substantiated with original receipts stating details of date, place, purpose and business contacts. All travel expense reports must be completed and submitted for approval within fifteen (15) working days after the business trip.

Travel Expenses are to be submitted to Finance Department for processing.

Winter Clothes claims are to be submitted to Human Resource Department for processing into payroll.



**LEAVE**

**Annual Leave**

Employees, with at least three months service, shall be eligible for paid annual leave per completed year of service as follows:

Job Category	Year of Service					
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>
Group Executive Management Grade <ul style="list-style-type: none"> <li>• Executive Director (ED)</li> <li>• Project Director (PD)</li> </ul>	15	16	17	18	19	20
Management Grade M3, M2 & M1 <ul style="list-style-type: none"> <li>• Senior Manager (M3)</li> <li>• Manager (M2)</li> <li>• Assistant Manager (M1)</li> </ul>	15	16	17	18	19	20
Executive Grade <ul style="list-style-type: none"> <li>• Senior Executive (E2)</li> <li>• Executive (E1)</li> </ul>	15	16	17	18	19	20
Non-Management (L)	14	14	14	16	16	18

For those who has completed less than 12 months of continuous service in any year, he / she will be entitled to annual leave in proportion for that year.

Computation of leave shall be based on the anniversary date of employment.

Employee should apply for leave at least seven days in advance. No employee is to proceed on annual leave without prior approval of his immediate superior.

The minimum amount of annual leave taken at any one time is half a day. For those on office hours, the working hours for a Half Day Leave are as follows

- First Half - 0900 hours to 1300 hours (no lunch break)
- Second Half - 1400 hours to 1800 hours (no lunch break)

An employee is only allowed to defer and carry over to the following year annual leave balances up to a maximum of one year's entitlement. Any annual leave days in excess shall be forfeited at the time of accumulation (i.e. January 1 of each year).

Encashment of annual leave is only permitted upon cessation of employment.

**Medical Leave**

All employees shall be eligible for paid medical leave as follows

- Sick Leave - 14 days per calendar year
- Hospitalization Leave - 60 days per calendar year  
(Inclusive of 14 days sick leave)

Qualification for the above leave is subject to the production of a medical certificate issued by a local government registered doctor.



Dental illness or treatment certified by a registered Dental Surgeon shall be regarded as normal medical/sick leave.

Employees who are granted medical / sick leave in accordance with the above provision shall inform his immediate supervisor immediately. Upon returning to work, he / she should submit the medical certificate to his immediate superior for endorsement before forwarding it to Human Resource Department for administrative purpose.

**No-Pay Leave**

Employee is only eligible for no-pay leave if he / she is certified to be medically unfit and has already exhausted his / her annual leave eligibility. Applications for no-pay leave for reasons other than this shall be granted entirely at the discretion of the Company, depending on the merits of each case.

**Examination Leave**

Confirmed employee will be eligible for one-day paid leave on the day of exam if he / she is required to sit for a work-related examination subject to the maximum of 7 working days in a calendar year.

**Compassionate Leave**

Employee will be eligible for paid compassionate leave in the event of the following circumstances:

Death of employee’s immediate family members, i.e., spouse, child, parents or parents-in-law	4 working days
Death of siblings, grandparents or grandparents-in-law	2 working days

Employee should notify his / her immediate supervisor of the reason for such absence. When he / she returns to work, he / she shall submit the Leave Application Form supported by documentary proof such as death certificate, etc to cover the absence.

**Maternity Leave**

Female employee who has completed at least 3 months’ of service with the Company will be eligible for maternity leave of 16 weeks for mother with Singapore Citizen births. This would be regardless of the birth order of the child (excluding adopted children and stepchildren). You may take the 16 weeks of maternity leave from work continuously, starting from 4 weeks before delivery. The last 8 weeks (9<sup>th</sup> to 16<sup>th</sup> week) of maternity leave can be taken flexibly, within 12 months from the birth of the child subject to the approval of her Department Head. Otherwise, it has to be taken continuously after the first 8 weeks. Application for leave shall be made not later than one month prior to the expected delivery date. Unused maternity leave cannot be encashed.

Medical leave taken due to miscarriages or abortion shall be treated as medical leave. However, should the female employee miscarry at seven (7) months of pregnancy, such leave would be considered as maternity leave. In this case, maternity leave is up to 8 weeks.

Maternity leave would include all Company’s rest days and public holidays, i.e. if the public holiday falls within the maternity leave period, the Company shall not grant another day in lieu.



### **Childcare Leave**

Employee who is lawfully married to the child's other parent is eligible for six days paid childcare leave per calendar year if he / she has:

- a. completed at least 3 months of service
- b. your child (including legally adopted children and step-children) who is below or turns 7 years of age as at 31 December of the calendar year
- c. your child is a Singapore Citizen

The above leave is granted on per employee basis, regardless of the number of children the employee may have.

Employees who do not serve the full 12 months in the relevant period will be eligible for pro-rated child care leave, subject to a minimum of 2 days.

Employee who is a foreigner with a non-Singapore Citizen child will be eligible for 2 days of paid childcare leave if you meet the other qualifying criteria. You will not be eligible for the extended childcare leave.

Unused leave cannot be accumulated to the next calendar year or be encashed.

### **Extended Childcare Leave**

Employees who is lawfully married to the child's other parent is eligible for two days paid childcare leave per calendar year if he / she has:

- a. completed at least 3 months of service
- b. your child (including legally adopted children and step-children) is aged 7–12 years (inclusive); and the adoptive/step parents were lawfully married at the time of adoption
- c. your child is a Singapore Citizen

### **Paternity Leave**

Employees will be eligible for two weeks of Government-Paid Paternity Leave for all births if

- a. completed at least 3 months of service before the birth of your child
- b. your child is a Singapore Citizen
- c. you are lawfully married to the child's mother between conception and birth

Application for leave must be supported by the birth certificate of the child to be submitted when it is available.

### **Marriage Leave**

Confirmed employee will be eligible for three paid days leave on the occasion of his/her first legal marriage while in service. A copy of the marriage certificate must be attached together with the leave application as evidence.

### **National Service Leave**

The Company will grant National Service Leave to employees upon production of satisfactory documentary evidence that such leave is necessary at least 3 months in advance. All affected employee are required to submit to Human Resource Department their Call-Up Notice, completed Make-Up Pay Form and completed & approved Leave Application Form in order for the Company to process the application accordingly.

**GAZETTE STATUTORY / PUBLIC HOLIDAYS**

Employee in service will be granted 11 days of paid statutory / public holidays as gazette by the Singapore Government, as follows:

<b>Statutory / Public Holiday</b>	<b>No of Days</b>
New Year's Day	1
Chinese New Year	2
Hari Raya Puasa	1
Good Friday	1
Labour Day	1
Hari Raya Haji	1
Vesak Day	1
National Day	1
Deepavali	1
Christmas	1

Where the public holiday falls on the off-day or rest-day and provided the employee is not given another day's rest in substitution for the public holiday, the employee will then have one day credited to his annual leave entitlement.

In order to receive this additional day leave or pay, the employee must not absent himself / herself from work on the working day immediately before or after the holiday without the Company's consent or without reasonable excuse.

**MEDICAL BENEFIT**

Employee may seek and be reimbursed for medical treatment by any registered medical practitioner for self and immediate family (defined for this purpose as spouse & children for married employee and parents for single employee) subject to the following:

- a. Maximum cap for the various job category as follows :

<b>Job Category</b>	<b>Maximum Claim Per Calendar Year</b>
Group Executive Management Grade <ul style="list-style-type: none"> <li>• Executive Director (ED)</li> <li>• Project Director (PD)</li> </ul>	S\$600
Management Grade <ul style="list-style-type: none"> <li>• Senior Manager (M3)</li> <li>• Manager (M2)</li> <li>• Assistant Manager (M1)</li> </ul>	S\$600
Executive Grade <ul style="list-style-type: none"> <li>• Senior Executive (E2)</li> <li>• Executive (E1)</li> </ul>	S\$300
Non-Management Grade (L)	S\$300

- b. For employee related claim, the Company will bear 80% of the total medical bill while the employee will bear the cost of the remaining 20%.
- c. For immediate family related claim, the Company will bear 70% of the total medical bill while the employee will bear the cost of the remaining 30%.



- d. Claims relating to hospitalization shall not be reimbursable under this scheme.
- e. Immunization expenses incurred will be reimbursed in full for employees who are required to travel on Company Business (e.g. prevention against cholera, typhoid, flu, Hepatitis A and Hepatitis B).
- f. Immunization expenses for personal reasons and for family members will be on co share basis and shall be subject to the maximum claim limit per calendar year.
- g. All claims must be substantiated with an official receipt from any registered medical clinic (regardless of government or private clinic, general or specialist practitioners). Such claims must be submitted not more than 3 months after the consultation date.
- h. Medical benefit under this scheme cannot be traded off or transferred to dental benefit.
- i. The maximum claim limit shall be prorated accordingly for employee with less than 12 months of service.

The Company shall however not be responsible for the payment of any costs or medical expenses arising from or related to any of the following:

- medical consultation and treatment for pre-existing illnesses.
- house-calls made by general practitioners.
- medical, surgical, optical or dental appliances.
- cosmetic / acne or related consultation and treatment.
- self-inflicted injuries or unlawful acts, provoked assault or any venereal diseases, as well as injuries received by participating in riots and unlawful assemblies.
- illness or disablement arising from attempted suicide and use of drugs not prescribed by a registered medical practitioner.
- medical expenses arising out of participation in or attending hazardous sports or pursuits or pastimes.
- treatment or medicines when these become necessary as a result of the misconduct, excessive use of alcohol, carelessness, indiscretion or negligence on the part of yourself.
- pregnancy, confinement, abortion, miscarriage, family planning checkup and PAP smear test.
- cost of treatment in mental cases or functional disorders of the mind, which have been certified by a Government Medical Officer or any registered medical practitioner.
- health screening.
- medical claims submitted after 3 months from the consultation date will not be reimbursed.

**DENTAL BENEFIT**

Employee may seek and be reimbursed for dental treatment by any registered dental surgeon for self and immediate family (defined for this purpose as spouse & children for married employee and parents for single employee) subject to the following:

- Maximum cap for the various job category as follows :

<b>Job Category</b>	<b>Maximum Claim Per Calendar Year</b>
Group Executive Management Grade <ul style="list-style-type: none"><li>• Executive Director (ED)</li><li>• Project Director (PD)</li></ul>	S\$400
Management Grade <ul style="list-style-type: none"><li>• Senior Manager (M3)</li><li>• Manager (M2)</li><li>• Assistant Manager (M1)</li></ul>	S\$400
Executive Grade <ul style="list-style-type: none"><li>• Senior Executive (E2)</li><li>• Executive (E1)</li></ul>	S\$200
Non-Management Grade (L)	S\$200

- Dental benefit constitutes dental treatment confined only to extraction, amalgam filling, oral surgery or specialist dental treatment and does not include dental appliances, dentures or dental fixtures.
- For employee related claim, the Company will bear 80% of the total dental bill while the employee will bear the cost of the remaining 20%.
- For immediate family related claim, the Company will bear 70% of the total dental bill while the employee will bear the cost of the remaining 30%.
- All claims must be substantiated with an official receipt from any registered dental clinic (regardless of government or private clinic). Such claims must be submitted not more than 3 months after the consultation date after which such claims will not be reimbursed.
- Dental benefit under this scheme cannot be traded off or transferred to medical benefit.
- The maximum limit shall be prorated accordingly for employee with less than 12 months of service.



## GROUP INSURANCES

### Group Accidental Death & Dismemberment Insurance

The above insurance provides cover against accidental bodily injury. Basis of cover for the above insurance is as follows:

Job Category	Sum Assured
Group Executive Management Grade <ul style="list-style-type: none"> <li>Executive Director (ED)</li> <li>Project Director (PD)</li> </ul>	S\$150,000
Management Grade <ul style="list-style-type: none"> <li>Senior Manager (M3)</li> </ul>	S\$150,000
Management Grade <ul style="list-style-type: none"> <li>Manager (M2)</li> <li>Assistant Manager (M1)</li> </ul>	S\$100,000
Executive Grade <ul style="list-style-type: none"> <li>Senior Executive (E2)</li> <li>Executive (E1)</li> </ul>	S\$50,000
Non-Management Grade (L)	S\$50,000

The beneficiary of the above insurance is the Company, who will in turn pay the amount awarded to the beneficiary (ies) elected by the employee as per his / her nomination.

For further details on Group Accidental Death Insurance, please refer to the Human Resource Department.

### Group Term Life/Total Permanent Disability Insurance

The above insurance provides cover against death or total permanent disablement due to any cause. Basis of sum insured is as follows:

Job Category	Sum Assured
Group Executive Management Grade <ul style="list-style-type: none"> <li>Executive Director (ED)</li> <li>Project Director (PD)</li> </ul>	36 times basic monthly salary
Management Grade <ul style="list-style-type: none"> <li>Senior Manager (M3)</li> </ul>	36 times basic monthly salary
Management Grade <ul style="list-style-type: none"> <li>Manager (M2)</li> <li>Assistant Manager (M1)</li> </ul>	24 times basic monthly salary
Executive Grade <ul style="list-style-type: none"> <li>Senior Executive (E2)</li> <li>Executive (E1)</li> </ul>	12 times basic monthly salary
Non-Management Grade (L)	12 times basic monthly salary

The beneficiary of the above insurance is the Company, who will in turn pay the amount awarded to the beneficiary (ies) elected by the employee as per his / her nomination.

For further details on Group Term Life Insurance, please refer to the Human Resource Department.



### Group Hospitalization and Surgical Insurance

The above insurance provides cover for reimbursement of hospital and/or surgical fees incurred in respect of any illness, surgery, day surgery or arising from an accident. Benefit schedule for the above insurance is as follows:

Job Category	Plan Covered	Room & Board
Group Executive Management Grade <ul style="list-style-type: none"><li>Executive Director (ED)</li><li>Project Director (PD)</li></ul>	Plan 1	Single Bed
Management Grade <ul style="list-style-type: none"><li>Senior Manager (M3)</li></ul>	Plan 2	Single Bed
Management Grade <ul style="list-style-type: none"><li>Manager (M2)</li><li>Assistant Manager (M1)</li></ul>	Plan 3	Single Bed
Executive Grade <ul style="list-style-type: none"><li>Senior Executive (E2)</li><li>Executive (E1)</li></ul>	Plan 4	Four Bed
Non-Management Grade (L)	Plan 4	Four Bed

For further details on the hospitalization and surgical benefits schedule, please refer to the Human Resource Department.

### Group Business Travel Insurance

The above insurance provides 24 hours regional and international countries whilst on overseas business trip. Regional countries in this case refers to Australia, Bangladesh, Brunei, Cambodia, China, Hong Kong, India, Indonesia, Japan, Korea, Laos, Macau, Malaysia, Myanmar, New Zealand, Pakistan, Philippines, Sri Lanka, Taiwan, Thailand and Vietnam.

International countries include Regional countries and the rest of the world such as the Middle East, UK, Europe, USA. It does not cover travel in, to, or through Cuba, Iran, Syria, Sudan, North Korea, or the Crimea region.

Under the existing travel insurance policy, the maximum period of any one trip must not exceed 90 days. Employee who intends to travel beyond 90 days within a single trip must discuss this with the Human Resource Department to make alternative arrangement with the insurer.

For further details on the Business Travel Insurance or for travellers who intends to visit countries not listed in the regional cover, please refer to the Human Resource Department.

### Insurance Claim

Employee must make attempt at the earliest opportunity possible to inform the Human Resource Department or their Supervisor for any insurance claim so that assistance can be coordinated. Human Resource Department will assist in submitting the insurance claim form to the insurance company within 30 days from the date of occurrence.



**PROLONGED ILLNESS / MEDICAL RETIREMENT**

In case of illness of a prolonged nature based on the prognosis of the Company Appointed Doctor, subject to the approval of the CEO, the employee will be granted sick leave with pay in accordance as follows:

Employee's Service At Date Prolonged Illness Leave Commences	Maximum Sick Leave in Calendar Months			
	With Full Pay	With 75% Pay	With 50% Pay	With 25% Pay
< 1 year	0	0	0	0
= or > 1 year but < 2 years	1	1	1	0
= or > 2 years but < 3 years	2	2	2	0
3 years and above	3	3	3	3

Employee who has consumed all the prolonged leave but is still certified to be unfit for employment may be medically boarded out as duly determined by the Company's appointed panel of doctors, subject to review and approval by HR and the Chairman & CEO.

In the event that the employee has to leave the Company's service on medical retirement, he / she shall be eligible for the balance of any of the prolonged illness leave entitlement. Should there be no prolonged illness leave entitlement, he/she shall only be eligible for the notice period specified under resignation and notice period stated in this handbook.

**EMPLOYEE WELFARE**

As a gesture of concern, the Company shall arrange for an appropriate arrangement for the following occasion:

Occasion	Type	Value
Birth	New born gift hampers	S\$120
Hospitalisation	Floral/fruit basket	S\$120
Bereavement	Wreath	S\$120



## **OTHERS**

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### **CHANGES IN PERSONAL PARTICULARS**

Employees are to notify the Human Resource Department of any change in personal particulars, for example, changes in residential address, emergency contact person / number, residential telephone number, marital status, academic / professional qualification, etc.

### **OFFICE EQUIPMENT, TOOLS AND SYSTEMS**

Office equipment, tools and systems, etc. are provided to employees to enable them to perform their work duties. Employees should not and should refrain from using such equipment, tools and systems, etc. for their personal usage.

### **OFFICE SOFTWARE**

Only Company approved software are to be installed and used in the office. Care must be taken so as not to expose Company's computer / laptop / software to contamination.

### **ELECTRONIC MESSAGING**

Email is a valuable business asset, provided at Company's expense, to be used strictly by Authorised Users to transmit business information for business related purposes only. Employee must ensure that this asset is used in a constructive and productive fashion, in compliance with applicable statutes, regulations and laws of the respective country.

The Company retains the right and capability to access, monitor, review, copy and delete any messages sent, received or stored in the Company's Email System, and to disclose them to any party which the Company deems appropriate.

### **RETURN OF COMPANY'S PROPERTIES**

On the last day of service, employees are required to complete clearance (returning of company properties and staff identification card, etc.) with the relevant department as per the following sequence:

1. Own Department
2. Finance and Accounting Department
3. IT Department, and lastly
4. Human Resource Department

Payment of final salary will only be made after all company properties and clearance formalities have been completed.



## **DISCLAIMER**

This Employee Handbook supersedes all previously issued Employee Handbooks and inconsistent verbal or written policy statements.

The Company reserves the right to revise, delete and add to the provisions of this Employee Handbook.

None of the Company's personnel documents and benefit plans including this Employee Handbook, constitutes, or is intended to constitute, an express or implied contract guaranteeing continued employment for any Employee.

No part of this Employee Handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the Human Resource Department. Not all Company policies, procedures and practices are set forth in this Employee Handbook.

If you have any questions or concerns about this Employee Handbook or any other policy or procedures, please contact the Human Resource Department.

<b>CoA Requirements for LD-P2M2</b>	
<b>CoA Requirements</b>	<b>Remarks</b>
<b>Waste Management</b>	
Scheduled Wastes listed in the First Schedule of the Environmental Quality (Scheduled Waste) Regulations 2005 should be properly managed according to the methods as stated in the regulations. Recovery or disposal of scheduled waste can only be handled by the Department of Environment licensed premises.	
<b>LD-P2M2</b>	
Surface run-off control, erosion control and sedimentation control should be implemented effectively and maintain as outlined in the Environmental Management Plan (EMP) and comply with the Land Disturbing Pollution Prevention and Mitigation Measures (LD-P2M2) document.	
Schedule for earthwork activities should be adjusted and implemented in phases to reduce erosion and sedimentation problem. Development of each project phase requires notification to the Department of Environment Johor three (3) months prior to the commencement of each phase.	
Inspection and maintenance of all Best Management Practices (BMPs) components should be implemented on a daily basis and maintained as necessary. Inspection and maintenance activities should be recorded.	
If the rainfall reading is at 12.5 mm or more at a time, report via ESC Online should be submitted within 24 hours.	
Access and construction road(s) should be constructed as per the road alignment as specified in the LDP2M2 drawing.	
Tyres of machinery and vehicles exiting the project site should be cleaned before entering public road.	
Areas with potential erosion and sedimentation problem including areas with space, workspace and mitigation area constraints should utilize BMPs for erosion and sedimentation control.	
Location and method for disposal of any wastes, for example over burden soil and slurry from the construction activities, requires approval from Local Authority and to be specified in the EMP. The wastes should be placed at a minimum of 20 metres from any inland water reserve.	
Any activity related to river or tributaries diversion including working in the river/ tributary is prohibited unless approval is obtained from the related agency.	
All exposed and undeveloped areas should be covered utilising BMPs to ensure erosion and sedimentation control	

Summary of Compliance Monitoring / Inspection Program								
Compliance Monitoring / Inspection Program	Parameter	Limit	Standard	Frequency		Location	PIC	Remarks
				Monitoring	Reporting			
<b>Air Quality</b>								
Ambient Air Quality Monitoring Program	PM <sub>10</sub>	1. 40 µg/m <sup>3</sup> (1 year averaging time) 2. 100 µg/m <sup>3</sup> (24 hours averaging time)	Malaysian Ambient Air Quality Guidelines Malaysian Ambient Air Quality Standard (at 25 Celsius and 101.13 kPa)	Monthly	Quarterly	Refer Figure 1	Environmental Officer (Contractor)	
	PM <sub>2.5</sub>	1. 15 µg/m <sup>3</sup> (1 year averaging time) 2. 35 µg/m <sup>3</sup> (24 hours averaging time)						
	Sulphur Dioxide (SO <sub>2</sub> )	1. 250 µg/m <sup>3</sup> (1 hour averaging time) 2. 80 µg/m <sup>3</sup> (24 hours averaging time)						
	Nitrogen Dioxide (NO <sub>2</sub> )	1. 280 µg/m <sup>3</sup> (1 hour averaging time) 2. 70 µg/m <sup>3</sup> (24 hours averaging time)						

Summary of Compliance Monitoring / Inspection Program								
Compliance Monitoring / Inspection Program	Parameter	Limit	Standard	Frequency		Location	PIC	Remarks
				Monitoring	Reporting			
	Ground-Level Ozone (O <sub>3</sub> )	1. 180 µg/m <sup>3</sup> (1 hour averaging time) 2. 100 µg/m <sup>3</sup> (24 hours averaging time)						
	Carbon Dioxide (CO)	1. 30 µg/m <sup>3</sup> (1 hour averaging time) 2. 10 µg/m <sup>3</sup> (8 hours averaging time)						
Noise								
Ambient Noise Monitoring Program	L <sub>90</sub>	1. Day Time: 60 dBA 2. Night Time: 55 dBA	Schedule 6: Maximum Permissible Sound Levels (Percentile Ln and Lmax) of Construction, Maintenance and Demolition Work by Receiving Land Use	Monthly	Quarterly	Refer to Figure 1	Environmental Officer (Contractor)	
	L <sub>10</sub>	1. Day Time: 75 dBA 2. Night Time: 70 dBA						
	L <sub>max</sub>	1. Day Time: 90 dBA 2. Night Time: 85 dBA						

Summary of Compliance Monitoring / Inspection Program								
Compliance Monitoring / Inspection Program	Parameter	Limit	Standard	Frequency		Location	PIC	Remarks
				Monitoring	Reporting			
<b>Vibration</b>								
Vibration Monitoring Program	Vibration x- and y-axis curves for peak velocity	1. Day Time: Curve 2 to Curve 4 2. Night Time: Curve 2	Schedule 5: Recommended Limits for Human Response and Annoyance from Steady State Vibrations	Monthly	Quarterly	Refer to Figure 1	Environmental Officer (Contractor)	
		1. Day Time: Curve 8 to Curve 16 2. Night Time: Curve 4	Schedule 6: Recommended Limits for Human Response and Annoyance from Short Term Vibrations					
<b>Surface Water</b>								
Surface run-off discharge Monitoring Program	Total Suspended Solid	<50 mg/L	CoA No. 20	Quarterly	Quarterly	Refer to Figure 1	Environmental Officer (Contractor)	
	Turbidity	<250 Nephelometric Turbidity Unit (NTU)						
River Water Quality Program	Standard A NWQS	Class II	National Water Quality Standards (NWQS)					
<b>Traffic</b>								

Summary of Compliance Monitoring / Inspection Program								
Compliance Monitoring / Inspection Program	Parameter	Limit	Standard	Frequency		Location	PIC	Remarks
				Monitoring	Reporting			
Periodic Vehicle and Driver Inspection	Vehicle Condition	Road Worthy Condition	Best Practices on Occupational Safety and Health in Construction Industry 2019 – Section 5.5.4	During Inspection	Internal	On-site Workshop	Competent Person, HSE Officer and Traffic Officer	
	Vehicle Documentation	Valid Documentation						
	Driver Documentation							
Vehicle Entry Inspection	Authorization Pass	Valid Authorization Pass		Per Entry	Internal	Entry Gate	Traffic Control Officer	
Daily Traffic Monitoring	Traffic Flow	N/A	Best Practices on Occupational Safety and Health in Construction Industry 2019 – Section 5.5.4, Section 5.5.5 and Section 5.5.8.	Daily	Internal	Entry Gate	Traffic Control Supervisor, Traffic Control Officer and Flagman	
						Internal Route		
						Along Route J52		

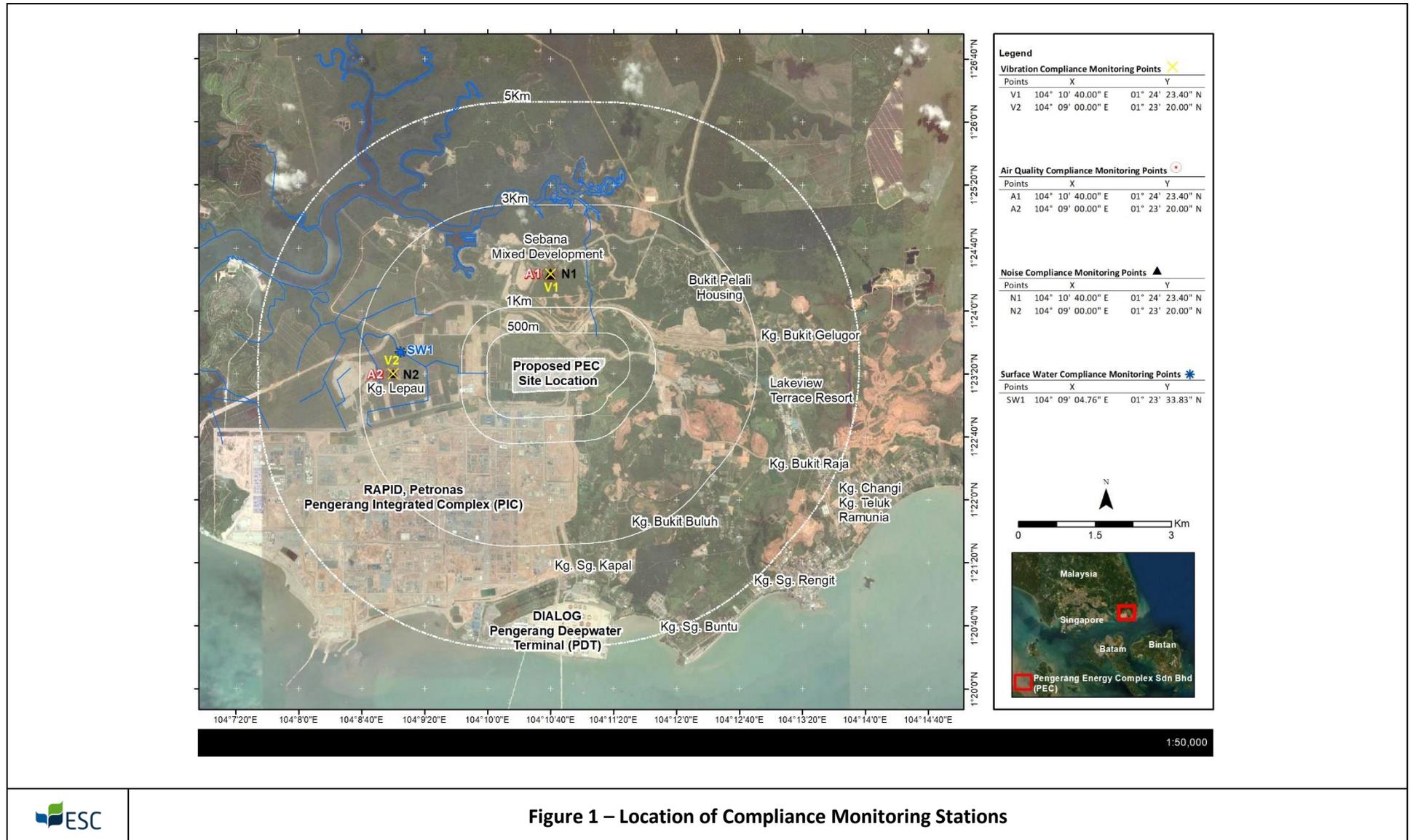


Figure 1 – Location of Compliance Monitoring Stations

## **Pengerang Energy Complex Sdn Bhd**

Unit 30-01, Level 30,  
Tower A, Vertical Business Suite Avenue 3,  
Bangsar South, No 8,  
Jalan Kerinchi, 59200  
Kuala Lumpur, Malaysia

# **Labor Camp Management Plan**

**Pengerang Energy Complex**  
**9 November 2019**



# PEC Camp Management Plan

## Issue and Revision

Rev.	Document	Description	Date	HR Department			Company
				Prepared	Checked	Approved	Approved
A	Camp Management Plan	First version	09/11/2019	HR	HR	HR	PEC

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## Introduction

PEC (the Company) has developed this Camp Management Plan as part of its Environmental and Social Management Plan (ESMP) outlining a range of mitigation measures designed to avoid or reduce undesired camp management impacts during construction. This document establishes a basis and template for use by the Contractor to develop their own plans outlining not only mitigation measures but to also incorporate the roles and responsibilities described in the ESMP.

The objectives of the Camp Management Plan are:

- Avoid or reduce negative impacts on the community and maintain constructive relationships between local communities and workers' camps; and
- Establish standards on worker welfare and living conditions at the camps that provide a healthy, safe and comfortable environment.

This Plan should be read in conjunction with other environmental and social management plans (EMPs and SMP's), including:

- Traffic Management Plan
- Security Plan
- HSSE Management System
- Stakeholder Engagement Plan

## Legal Requirements and Grievances

The Contractor is required to operate within the parameters of the Malaysian Labor Law and the International Labor Organization guidelines. Malaysia has ratified 4 of the 8 ILO fundamental conventions. The IFC Performance Standards are applicable to this project, therefore Performance Standard 2 covering labor and working conditions will be followed. Furthermore, the Company has a Human Resources Policy which is required to be adhered to by the Contractor. Through this policy, the Contractor may file a grievance by sending an email, stating the causes of complaints, to: [info@pengerangenergy.com](mailto:info@pengerangenergy.com). Furthermore, contractors will have access to the PEC worker grievance mechanism for escalation purposes.

The Company will acknowledge receipt of the complaints immediately and will go through an internal process to investigate. A more detailed response regarding the grievance will be provided within 60 days. In the event that no response is provided within 60 days, Contractor can contact the commercial and contract team leader. Furthermore, Company personnel conduct regular safety walks and an HSE committee will track performance against requirements stipulated in this plan. The Contractor will also have its grievance mechanism developed for the project.

Additionally, the Company Code of Business is applicable to this Project and the Contractor would be required to sign and acknowledge the Code of Business Conduct and agree to abide by its provisions.

Legal requirements applicable to this Plan are detailed in Appendix A.

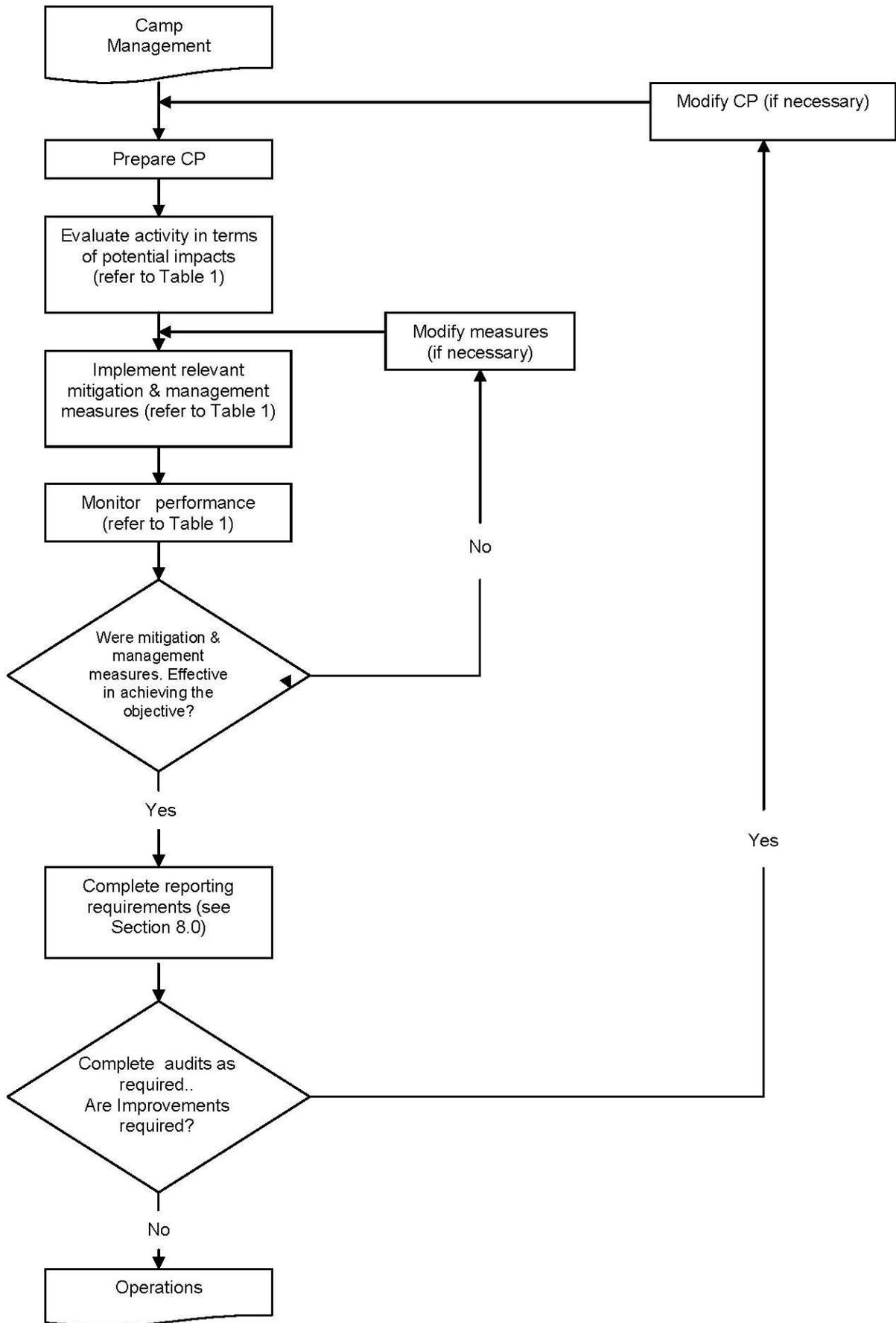
## **Management and Monitoring**

Figure 1 presents a flow chart summarising key management steps associated with implementation and review of this Plan, including steps to allow for continued improvement. Table 1 presents a summary of the potential impacts related to camp activities, together with mitigation and management measures to avoid or reduce these impacts, and the monitoring required to assess the performance of these measures.

The Contractor shall develop a Contractor Plan which shall, as a minimum, incorporate the camp management measures described in Table 1. The Contractor shall not be limited to these measures.

Monitoring to be undertaken as part of this Plan is described in Table 1. The Contractor is responsible for developing area or site-specific procedures for the monitoring program (where necessary) based upon the final design details of the infrastructure

Figure 1: Camp Management Process



**Table 1: Management and Monitoring**

Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
<b>Community Relations</b>	<p>Unauthorised movements of construction workers (during and after working hours) could result in trespassing, damage to local land and property and create amongst local residents a sense of their privacy being invaded.</p> <p>Residents may feel vulnerable and there may be increasing incidents of crime and or violence and threats to the safety of community members.</p> <p>Disparity of pay, increase in disposable income and potential availability of illegal substances, illicit or culturally inappropriate lifestyle choices, leading to increased tension between local communities and the workers at camps.</p>	<ol style="list-style-type: none"> <li>Contractor shall enforce a 'closed' camp policy unless otherwise agreed and approved by Company. Workers will comply with the agreed camp closure hours.</li> <li>Contractor shall implement suitable measures to maintain the closed camp policy which may include perimeter security fences, security controls and guard houses, monitoring transfer of goods into and out of camps for contraband and stolen goods. Contractor should refer to the Project Security Management Plan.</li> <li>Contractor, as appropriate, shall provide adequate recreation facilities for workers to reduce incentive for leaving camps during leisure time.</li> <li>Contractor shall limit workers interaction with the community when outside the camp e.g., by organising transport directly to and from the worksite.</li> <li>If community members or local businesses express grievances in relation to camp related activities/operations, the Project shall respond to the grievance in accordance with the grievance procedure outlined in this plan and the Community Grievance Procedure contained in the Stakeholder Engagement Plan (SEP).</li> <li>Company may request that camp related activities/operations be amended to address community grievances. Contractor shall comply with these requests.</li> <li>Workers shall abide by camp rules which include a disciplinary process to be developed by the contractor once appointed.</li> </ol>	<ol style="list-style-type: none"> <li>Monitoring</li> <li>Verification</li> <li>Verification</li> <li>Verification</li> <li>Notification</li> <li>Verification</li> <li>Verification</li> <li>Verification</li> <li>Verification</li> </ol>	<ol style="list-style-type: none"> <li>On-going</li> <li>Every 3 months</li> <li>Every 6 months</li> <li>On-going</li> <li>On-going</li> <li>On-going</li> <li>Every 3 months</li> <li>On-going</li> <li>Every 3 months</li> </ol>	<ol style="list-style-type: none"> <li>Contractor</li> <li>Contractor</li> <li>Contractor</li> <li>Contractor</li> <li>Contractor and/or Company</li> </ol>

PEC Camp Management Plan

Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
		<ol style="list-style-type: none"> <li>8. The Project shall, be cognisant of the environment in which it works and shall, where practicable, respect local cultural events such as religious events, funerals and the like.</li> <li>9. The Project shall provide training to all workers, national and expatriate on camp management including:               <ol style="list-style-type: none"> <li>a. A briefing on camp rules, including closed camp policy, behaviour between fellow workers and the community;</li> <li>b. Procedures for dealing with camp related complaints, worker issues and community issues (as per Stakeholder Engagement Plan, SEP); and</li> <li>c. Community relations orientation. The objective of this orientation will be to increase awareness about the local area and cultural sensitivities.</li> </ol> </li> </ol>			
Health	<p>Potential interaction between workers, persons engaged in illicit activities and the community increases the risk of spreading communicable diseases, particularly in more remote communities.</p> <p>Camp operations have the potential to develop favourable conditions for weeds, pests and disease, which could impact the health of workers and the community, as well as affect community livelihoods (e.g. rodent infestation affecting crops).</p>	<ol style="list-style-type: none"> <li>1. Contractor shall comply with the Minimum Health Requirements for Project Execution and the Community Health and Safety Management Plan which set out requirements and management measures on controlling communicable diseases within camps and to outside communities</li> <li>2. Contractor shall enforce the closed camp policy to limit interaction with community</li> <li>3. The Project shall comply with the Weed, Plant Pathogen and Pest Management Plan to prevent exotic weeds, plant pathogens and pests from entering the Project areas (including camps) and spreading outside of those areas.</li> <li>4. Posters and informational sessions will be conducted to raise awareness among the</li> </ol>	Verification	<ol style="list-style-type: none"> <li>1. Every three months</li> <li>2. On-going</li> <li>3. Every three months</li> </ol>	Contractor

PEC Camp Management Plan

Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
		workforce and communities locally around the worker camps.			
Waste management, pollution and environmental impacts	Camp has the potential to have off site pollution impacts from waste disposal, emissions and spills. Camp operations may also cause environmental issues including deteriorating water quality, erosion, sedimentation, noise and air quality issues. These factors have the potential to affect the community if not adequately managed.	<ol style="list-style-type: none"> <li>1. Contractor shall exercise all reasonable due diligence to conduct its operations in a manner that will minimize pollution.</li> <li>2. Contractor shall comply with the Waste Management Plan and Hazardous Materials Management Plan which define requirements to contain, transport, handle and dispose of camp wastes and hazardous materials to avoid impacts to human health and the environment.</li> <li>3. Contractor shall also apply appropriate management controls set out in PEC’s HSSE Management Plan.</li> </ol>	<ol style="list-style-type: none"> <li>1. Verification</li> <li>2. Verification</li> <li>3. Notification</li> </ol>	On-going	Contractor
Community resources	<ul style="list-style-type: none"> <li>• Any infrastructure, services or resources used by camps (e.g. water abstraction) that result in reductions/ shortage/interruptions for the local community will have a negative impact.</li> <li>• There is potential for social envy and increased resentment from the community towards the Project and project team if camp facilities are perceived to be superior to those in the community. Services of note include camp health facilities, power supply, clean running water. Restricted ability to access these services may increase frustration at the level of the services available to them.</li> </ul>	<ol style="list-style-type: none"> <li>1. Contractor shall utilise water sources for camp use in a manner that minimises impacts on local supply and use. Freshwater sources used by the Contractor should be reviewed and accepted by Company.</li> <li>2. The Project shall routinely monitor quality and supply of water source used by camp through quarterly sampling exercises.</li> <li>3. Company will implement the In-Country Value Plan and the Company Community Support Strategy which identifies strategic community investments.</li> </ol>	<ol style="list-style-type: none"> <li>1. Verification</li> <li>2. On-going</li> <li>3. Verification</li> </ol>	<ol style="list-style-type: none"> <li>1. Prior to establishing the camps</li> <li>2. Every 3 months</li> <li>3. Annual</li> </ol>	<ol style="list-style-type: none"> <li>1. Contractor</li> <li>2. Contractor</li> <li>3. Company</li> </ol>

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Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
Procurement and supply of goods	Increased demand for food and other provisions may deplete natural resources e.g. agriculture, fisheries, etc. potentially causing shortages of supply in the local community, and/or increasing the price of goods, affecting affordability for local communities.	The Project shall not purchase products in the local community unless through formal contracts with approved suppliers as per the In-Country Value <sup>1</sup> and Local Content Plan to be developed by contractors as detailed in Appendix B.	Verification	On-going	Contractor
Camp location	<ul style="list-style-type: none"> <li>Siting of camps may result in displacement of residents, loss of productive lands and the resources upon these lands. Camps may also restrict or impede access to areas for the local community.</li> <li>Construction camps may result in a noticeable increase in traffic, noise, air emissions and light intrusion which could negatively affect the amenity and lifestyle of nearby communities and pose a potential safety issue.</li> </ul>	<ol style="list-style-type: none"> <li>Potential camp locations will be selected in consultation with Company and affected communities will be subsequently consulted. Necessary permits will be obtained from the relevant local government organizations for the approved camp location.</li> <li>The Project shall refer to those Environmental Management Plan's (EMP) that include mitigation/avoidance measures that relate to the local community, including:               <ul style="list-style-type: none"> <li>Noise and Vibration Management Plan;</li> <li>Air Emissions Management Plan; and</li> <li>Waste Management Plan.</li> </ul> </li> </ol>	Verification	<ol style="list-style-type: none"> <li>Prior to establishing the camp</li> <li>On-going</li> </ol>	Contractor and/or Company
In-migration	There is a low likelihood of in-migration into areas around the construction camps. However, people from outside of the local area may migrate into existing settlements or develop new settlements in proximity to camps and the Project area. Existing communities may also relocate to be closer to camps. In-migration can result in disputes and sometimes violence between the new settlers and the resident community.	<ul style="list-style-type: none"> <li>Contractor shall enforce a 'closed' camp policy unless otherwise agreed by Company. This is intended to deter individuals setting up near camp.</li> <li>Contractor shall develop a Labor and Working Conditions Management Plan with a minimum compliance with the Malaysian Labour Law, Company HSSE Policy, Human Rights and HR Policy, and HSSE Management Plan.</li> <li>The Contractor is to refer and abide by the Workers Accommodation process and standards (IFC/EBRD).</li> </ul>	Verification	On-going	Contractor and/or Company

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Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
	Migrants moving into existing settlements may increase demand and inflate prices for housing, goods and services. Increased population and development of new and uncontrolled settlements increase pressure on infrastructure, services and resources. The increased traffic from in-migration may also result in greater theft and smuggling of goods.				
Worker welfare and living conditions	Construction workers living in camps may encounter stresses and discomforts that negatively impact their health and welfare. These stressors or discomforts may be caused by Poor living conditions (accommodation, ablution and sanitary, health, recreation catering and laundry).	Contractor shall comply with minimum standards for camp buildings, facilities and services cited in Malaysian Law, Workers Accommodation process and standards (IFC/EBRD) and the Project Invitation to Tender (ITT) requirements. Standards covered include but are not limited to: <ul style="list-style-type: none"> <li>• Building requirements;</li> <li>• First aid facilities and services;</li> <li>• Sanitary and ablution facilities;</li> <li>• Entertainment and recreation facilities and services;</li> <li>• Communication services;</li> <li>• Food and canteen facilities and services;</li> <li>• Accommodation requirements; and</li> <li>• Laundry facilities.</li> </ul>	Verification	On-going	Contractor
	There is potential for resentment if living conditions of Malaysia or other country nationals are of a lesser standard than expats.	<ul style="list-style-type: none"> <li>• Where there is a difference in camp accommodation, Contractor shall manage this issue in an open and transparent manner. PEC will work with contractors to improve standards to an international level.</li> <li>• All camps will operate on a non-discriminatory basis and provide the same standard of accommodation and welfare facilities for workers; although distinctions may be appropriate</li> </ul>	Verification	On-going	Contractor

PEC Camp Management Plan

Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
		based on seniority of individuals and job classifications.			
	Cultural issues (nationality, religion, discrimination and harassment, etc.).	<ul style="list-style-type: none"> <li>Contractor may provide prayer rooms and other facilities, as necessary and to the extent practicable, to satisfy the religious needs and customs of its workforce.</li> <li>Contractor’s personnel shall not engage in any discrimination or harassing behaviour. Contractor shall establish an Equal Opportunity Policy to promote non-discrimination in accordance with Labour and Worker Conditions Management Plan.</li> <li>Contractor shall implement a worker grievance procedure to address grievances between workers. Refer to the Worker Grievance section of the Labour and Worker Conditions Management Plan.</li> </ul>	Verification	On-going	Contractor
	Mental health issues (morale, isolation, family attachments, boredom).	<ol style="list-style-type: none"> <li>Camps will be treated as closed camps. Camp rules in relation to alcohol consumption and drug prohibition will be complied with.</li> <li>Contractor shall provide recreational facilities where practicable.</li> <li>Contractor will provide counselling for all workers, with no discrimination by race, sex or religion.</li> </ol>	Verification	<ol style="list-style-type: none"> <li>On-going</li> <li>Every 6 months</li> </ol>	Contractor
	Personal security (crime, and emergencies).	<ul style="list-style-type: none"> <li>Camps will be controlled by security to avoid intrusions from outside community.</li> <li>Work Site Security Plan to be developed by Contractor shall include security measures to be provided at the camps which may include fencing, locks, alarms, pass card systems, badge and pass system, access points, safe transport of personnel as appropriate. PEC has a site Security Plan as detailed in Appendix C.</li> <li>Contractor shall develop an Emergency Response Plan that meets requirements set out in the ITT package</li> </ul>	Verification	Prior to establishing camp	Contractor

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Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
	Environmental stress (climate, noise etc.).	<p>Contractor shall comply with the Minimum Health requirements for Project Execution Project Design Specifications (PDS) and Health Design Specifications for Projects, and as per requirements of the IFC/EBRD Guidance for Worker Processes and Accommodation in addressing environmental factors including:</p> <ul style="list-style-type: none"> <li>• Accommodation will be designed to suit climatic conditions;</li> <li>• Accommodation and surroundings shall be constructed so that noise does not interfere with sleep to the extent that is reasonably practicable; and</li> <li>• Health and hygiene inspections of facilities as per the above PDS.</li> </ul>	Verification	On-going	Contractor
	<p>Pandemic Disease Outbreak – Covid-19 kind of Situation</p> <ul style="list-style-type: none"> <li>- Community Spread and living with someone with infected with disease</li> <li>- Access / egress to camp area</li> <li>- Poor Hygiene</li> <li>- Monitoring Health Condition</li> </ul>	<ul style="list-style-type: none"> <li>• Company and Contractor need to Comply with the government norms and follow the rules and regulations</li> <li>• Controlling Movement of the workers outside dormitory</li> <li>• Provide Insolation facilities along with nursing staff and doctors</li> <li>• Strengthen Health Monitoring and controlling in the premises also facilitate contact tracing</li> <li>• Tighter Control of entry and exit</li> <li>• Proper Housekeeping and regular disinfection of the common area, shared services</li> <li>• Maintaining safe distance measures as per the guideline issued by the government.</li> </ul>	Monitoring and Verification	Situation Base	Contractor and Company
	<p>Prevent Aedes Mosquito Breeding – Control disease Dengue, Zika and Malaria</p> <ul style="list-style-type: none"> <li>- Mosquito Breeding at construction site</li> </ul>	<ul style="list-style-type: none"> <li>• Company and Contractor need to comply with the government and environmental rules and regulation</li> <li>• Monitoring and checking the blockage of waters and not to create or cause or permit to be created</li> </ul>	Monitoring and Verification	On-going	Contractor and Company

PEC Camp Management Plan

Aspect	Potential impact	Mitigation & Management	Monitoring	Frequency	Responsibility
	<ul style="list-style-type: none"> <li>- Mosquito Breeding in Workers dormitories</li> <li>- Sever Health Condition to the infected worker</li> <li>- Poor Hygiene</li> </ul>	<p>any condition favourable to the propagation or harbouring of vectors.</p> <ul style="list-style-type: none"> <li>• Contractor shall engage a competent and registered pest control company which shall create a programme and regularly generate report as per guideline</li> <li>• Weekly Check at all the points for the potential breeding areas</li> <li>• Waste to be disposed on daily basis</li> </ul>			
<b>Decommissioning</b>	<p>Decommissioning of camps has several potential impacts:</p> <ul style="list-style-type: none"> <li>• Local employment and provision of local goods and services at camps will no longer be required;</li> <li>• Locals employed and previously accommodated in camps will no longer have access to services and benefits available at camps (e.g. health services, recreation facilities); and</li> <li>• Infrastructure which provides benefits to communities may no longer be maintained (e.g. roads) and may be decommissioned and removed or reinstated (e.g. access tracks).</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor is to follow the retrenchment procedure discussed in the Labour and Worker Conditions Management Plan.</li> <li>• Where Community requests, some infrastructure and services may be retained at the discretion of Company:               <ul style="list-style-type: none"> <li>○ Disturbed areas will be reinstated as per the Reinstatement Plan;</li> <li>○ Where practicable, Contractor will return camp areas to former landforms;</li> <li>○ No facilities will be maintained in or near especially environmentally or socially sensitive areas; and</li> </ul> </li> <li>• Where there are negative consequences of induced access, the facility will also be decommissioned and the area reinstated.</li> </ul>	Verification	On-going	Contractor and Company

## **Roles and Responsibilities**

The implementation to this plan required consistent and committed resources from the Company and Contractor. Below are the expectations of roles and responsibilities for this Plan:

- Contractor shall ensure sufficient resources are allocated on an on-going basis to meet the requirements of this Plan.
- The Contractor Plan shall describe the resources allocated to and responsible for the execution of each task and requirement contained therein, and shall describe how roles and responsibilities are communicated to relevant personnel.
- Company shall ensure sufficient resources are allocated on an on-going basis to achieve effective implementation of Company's responsibilities in the Camp Management Plan.

## **Training, Awareness and Competency**

Training is a critical component to raise awareness on the various impacts and associated management functions of the Plan. As such, it is expected that:

- Contractor shall ensure that all personnel responsible for the execution of the tasks and requirements contained within this Plan are competent on the basis of education, training and experience.
- The Contractor Plan shall describe the training and awareness requirements necessary for its effective implementation.
- Contractor's training activity associated with the Contractor Plan shall be appropriately documented by means of a training needs assessment, training matrix/plan and records of training undertaken.
- Project shall ensure that personnel responsible for the execution of tasks and requirements in the Camp Management Plan are competent on the basis of education, training and experience.
- Project training activity associated with the Camp Management Plan shall be appropriately documented by means of a training needs assessment, training matrix/plan and records of training undertaken.

## Performance Indicators

Table 2 outlines the indicators for measuring and verifying performance in relation to camp management. However Contractor may, subject to agreement with Company, may modify or add to these indicators to enhance the Contractor Plan based on lessons from the performance indicators.

**Table 2: Performance Indicators**

<b>Performance Indicator</b>	<b>Measurement</b>	<b>Assessment Frequency*</b>
Camp Management Training participation	100% of workers resident at camp undergo training on camp management.	Monthly
Company satisfaction with Camp Management	An 80% compliance with the standards outlined in the Company Camp Monitoring Plan (contained in the Temporary Construction Camp Standard).	Monthly
Worker satisfaction with living conditions	Number of workers' grievances related to camp management.	Monthly

\* Frequency is determined by Company and may vary subject to Contractor's performance.

### 8.0 REPORTING AND NOTIFICATION

The Contractor shall submit to the Company a monthly report addressing the performance indicators (see Table 2). Other reporting or notifications required as part of the implementation of this Plan are summarised in Table 1.

## **Appendix A: Legal and Other Requirements**

### **Labor Framework and Inspection in Malaysia**

Labour inspection is one of the responsibilities of the department of Labour Division of the Ministry of Human Resources comes under the General Directorate of Labour Care (GDLC). The GDLC comprises the six departments: Labour Inspection, Occupational Safety and Health, Labour Dispute Settlement, Labour Services, Trade Unions and the Office of Joint Inspection.

The Department of Labour Inspection organizes inspection visits to the private sector's establishments, to ensure their compliance with the laws and decrees through three sections: the Routine Inspection Section, the Work Permits Inspection Section and the Foreign Workers Recruitment Agencies Section. General labour inspectors do not inspect safety and health conditions, but if they come across any relevant violations they report them to the director of OSH department who follows up with his inspectors. The Department of Occupational Safety and Health has within its mandate to conduct regular inspection visits to enterprises in all sectors to ensure that they abide by the safety and health provisions of the Malaysian Labour Law. The Department of Labour Services also monitors enterprises concerning the implementation of the labour law provisions related to workers' social welfare and services. The Office of Joint Inspection conducts regular routine visits to enterprises and workplaces to ensure that all their foreign workers are legal and have valid work permits.

#### **Laws that cover organization and function**

- Labour Laws of Malaysia
- LAWS OF MALAYSIA ACT 514 OCCUPATIONAL SAFETY AND HEALTH ACT 1994
- Labour Inspection Enforcement for Ensuring Workplace Compliance

#### **Scope of Labour Inspection**

The Labour inspectors have authority to carry out judicial investigations for the implementation of the provisions of the labour law and the regulations which applies to all enterprises and sectors, except members of the armed forces and public security organizations and employees of the state administrative apparatus and other government units; members of the employer's family of his dependants and domestic workers.

Labour inspectors have the right to enter the places of work and audit the books, records and documents, interview whoever they find necessary and prepare relevant reports. The labour inspectors do not usually deal with individual labour disputes, but such cases may be referred to them only if they concern labour rights, but not termination of service. Collective labour disputes may be handled by labour inspectors, when such cases come to them, either directly from the dispute parties or through the Department of Labour Dispute Settlement.

Some of the functions and activities carried out by the Department of Labour Inspection are not really related to labour inspection, such as auditing the applications and requests for licensing new recruitment agencies and auditing the applications of obtaining or renewing work permits for foreign workers.

### **IFC Performance Standards**

IFC Performance Standard 2: Labor and Working Conditions; recognizes that employments should be accompanied by the protection of fundamental rights of workers. With respect to contracted workers, the Company will apply the following requirements<sup>2</sup>:

#### *Occupational Health and Safety*

The client will provide a safe and healthy work environment, taking into account inherent risks in its particular sector and specific classes of hazards in the client's work areas, including physical, chemical, biological, and radiological hazards, and specific threats to women. The client will take steps to prevent accidents, injury, and disease arising from, associated with, or occurring in the course of work by minimizing, as far as reasonably practicable, the causes of hazards. In a manner consistent with good international industry practice, as reflected in various internationally recognized sources including the World Bank Group Environmental, Health and Safety Guidelines, the client will address areas that include the (i) identification of potential hazards to workers, particularly those that may be life-threatening; (ii) provision of preventive and protective measures, including modification, substitution, or elimination of hazardous conditions or substances; (iii) training of workers; (iv) documentation and reporting of occupational accidents, diseases, and incidents; and (v) emergency prevention, preparedness, and response arrangements.

#### *Workers Engaged by Third Parties*

With respect to contracted workers the client will take commercially reasonable efforts to ascertain that the third parties who engage these workers are reputable and legitimate enterprises and have an appropriate ESMS that will allow them to operate in a manner consistent with the requirements of this Performance Standard, except for paragraphs 18–19, and 27–29.

The client will establish policies and procedures for managing and monitoring the performance of such third party employers in relation to the requirements of this Performance Standard. In addition, the client will use commercially reasonable efforts to incorporate these requirements in contractual agreements with such third party employers.

The client will ensure that contracted workers have access to a grievance mechanism through inclusion in on-boarding process for all workers. In cases where the third party is not able to provide a grievance mechanism the client will extend its own grievance mechanism to serve workers engaged by the third party.

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<sup>2</sup> IFC Performance Standards on Environmental and Social Sustainability, Effective 1 January 2012