

229 CRITICAL HR MANAGEMENT DOCUMENTS AND LETTERS



This book entitled “229 Critical HR Management Documents and Letters” has sample letters on warning letters, memo’s, disciplinary letters, show-cause letters, warning letters and even charge sheets.

The great benefit of this is that your organisation will have clearly worded example letters addressing a variety of disciplinary related issues from poor performance to misconducts ranging from insubordination and fighting to fraud. This accords your HR function with significant time-saving as well as potential costs associated with correctly wording your HR disciplinary letters.

In addition, sample memos for tackling issues such as absenteeism, late-coming and abuse of medical leave as well as contract documents covering Contract Agreements, Employee Scholarship Loans and Letter of Guarantees are included.

List of templates/ documents:

- Poor Performance
- Absenteeism
- Sexual Harassment
- Latecoming
- Study Leave
- Transfer
- Dismissal / Termination
- Insubordination
- Warning
- Offer Letters
- Company Takeover
- Retrenchment
- Resignation Acceptance
- Application Letter
- Probation
- Misconduct
- Confirmation
- Secondment
- Re-designation
- Promotion
- Increment

Below is a show cause letter pertaining to a situation where the employee had flouted certain regulations on the company's financial/ payroll procedures.

Dear

"It is alleged that

- a) you had flouted company procedure on cash cheques pertaining to cheque No. (**cheque no.**) pertaining to the purchase of (**item**), when you did not cancel the said cheque immediately upon finding out that the payment was no longer relevant.
- b) you had breached control procedures when you requested (**name**) to approve the usage of funds (under the same cheque) for a different purpose than what was originally approved by the approving authorities of the company
- c) you have not performed your work duties on time in relation to the timely submission of the monthly reconciliation of GL with the company's Payroll Register, late reconciliation of the cash advances given for the Christmas Party and the advances given to (**name**) on the (**amount**) as at (**date**)
- d) You failed to implement effective cash control procedures by paying out petty cash claims for (**name**) even though he approves his own payments and not encouraging separation in control functions by advising your subordinates to obtain (**name**) approval directly for matters that clearly breach company control procedures"
- e) Falsified documents to claim a PAYMENT FOR the purchase of (**item**) when in reality the payment claim was for the purchase of (**item**) in your claim application form dated (**date**)"

You are therefore requested to show cause in writing within 3 working days why disciplinary action should not be taken against you.

Thank you.

Listed next is a sample charge where the employee had flouted the company's conflict of interest policy by not informing the company of other business interests.

RE: NOTICE OF INQUIRY

We refer to our letter to you of **(date)** and your reply **(date)**.

Management has reviewed your responses and find them to be unsatisfactory. Accordingly, a domestic inquiry will be conveyed to allow you an opportunity to explain and exculpate yourself from the following allegations of misconduct that been proffered against you:

1. You have abused your power as the **(designation)** by engaging the services of company **(company name)**, knowing full well that one of the Director's of the Company is your relative and one of the bank signatories to **(company name)** is your brother. You had failed to declare to the Management of your personal interest/relationship with this company as required by the organization as stated in the Employee Handbook sub-section **(clause)** "Conflict of Interest" as well as the Code of Ethics & Conduct for Employees handbook.
2. You have intentionally and directly influenced the Management into hiring the personnel from **(company name)** knowing full well that it is against the company's policy and procedure due to no.1 above.

The Management views the allegations very seriously as it amounts to conduct which is unacceptable particularly bearing in mind the senior management position that you hold.

Details of the inquiry are as follows:

Date :

Time :

Venue :

You will be given full opportunity to state your case during the domestic inquiry. You will thus be allowed the opportunity to cross examine the Company's witnesses and also to call your own witnesses. Should you require the attendance of any relevant witnesses from the Company at the domestic inquiry, please inform us at least 2 days prior to the inquiry so that arrangements can be made for their attendance.

Please note that should you fail to turn up at this inquiry at the stipulated venue, time and date, the inquiry shall proceed in your absence. As the allegations against you amount to acts of misconduct that are extremely serious in nature, disciplinary action, including the possibility of dismissal from service, may be taken against you in the event you are found guilty of any one or more of the allegations.

[Kindly be informed that pending the inquiry, you will continue to be on suspension with full pay until further notice. During your suspension period, you are not allowed to enter the Company's premises unless you have the prior written approval of the CEO. You are however required to be contactable by the Company at anytime during the suspension period]

Yours faithfully

Acknowledge receipt:

I acknowledge receipt of the letter.

Signature :

Name :
Address :
Tel No. :
Date :

Listed next is a sample scholarship bond agreement to be signed by employees when they take a loan from the company for furthering their course/ studies.

Course Sponsorship Agreement

..... (herein after referred as “The Company”) and (**IC No : xxxx-xx-xxxx**) undertake to enter an agreement. The condition (s) of the Educational Assistance, Training and Development : Policies and Procedures will apply, unless stated otherwise herein this document and both parties accept the following terms and conditions ;

a) Description of Education

The Company grants payment of educational expenses for the following programme :

- Course :
- Institution :
- Commencement Date :
- Completion Date :
- Costs :

b) Sponsorship

The Company will pay 100% of the cost mentioned in paragraph (a) above, excluding any other related cost during the study period.

c) Conditions

The Company and the employee, both agree to the following condition(s) ;

- i) should not without reasonable excuse or written approval from Human Resource Director, absent himself from the course during the said period ;
- ii) should not abandon the course before its completion during the said period ; and
- iii) the employee bears the cost of any re-sitting of modules during the said period .

d) Bond Period

The employee will be bonded exclusively and henceforth work only for the company during the period of the duration of the programme plus an additional bond period of **(No. of years)** year(s) upon successful completion of the programme where the scholarship obtained from the company does not amount to more than **(amount)**;

Where the value of the scholarship obtained from the company RM or less the employee agrees to be bonded exclusively and henceforth work only for the company during the period of the duration of the programme plus an additional period of 6 months; to, the employee agrees to be bonded exclusively and henceforth work only for the company during the period of the duration of the programme plus an additional period of 12 months;

Where the value of the scholarship obtained from the company is between RM to RM, the employee agrees to be bonded exclusively and henceforth work only for the company during the period of the duration of the programme plus an additional period of 18 months; and

Where the value of the scholarship obtained from the company exceeds RM, the employee agrees to be bonded exclusively and henceforth work only for the company during the period of the duration of the programme plus an additional minimum period of 24 months. In cases where the scholarship value exceeds more than RM, the company reserves the right to determine the post-completion bond period, which may be more than the 3 year minimum stipulation period under this category.

Please note that the bond is subject to the company's review and will not apply in situations where:

- a) the company decides to embark on a reorganisation exercise that may lead to the retrenchment exercise (in such a situation, the employee will be released from any employment bond requirement by the company);
- b) there is a mutual separation or virtual separation scheme mutually agreed upon by both parties (the employee will be released from any employment bond should the company accept the employee's VSS/MSS application);
- c) the employee is terminated or dismissed from service at the company's discretion, be it for issues surrounding poor performance or a misconduct.

e) Non-completion of course

In the event that the employee fails to complete or qualify for the course and/or leaves the employment of the company, the employee agrees to repay the company the full value of the scholarship loan sum or whatever sum that has been advanced to the employee with immediate effect upon being demanded so by the company. In addition, the employee agrees to serve the company for a minimum period of employment of one year from the official date of the non-completion of the course, regardless of the scholarship loan amount taken. The company, however, reserves the discretion to not invoke this one year minimum period of employment and may request the employee to leave at an earlier date;

In cases where the non-completion of the course is due to unavoidable factors such as sickness, personal injuries, transfer by the company, etc, the claimant shall reimburse the company for up to 50% of the scholarship loan amount. The company however reserves the right, at its discretion, to determine the actual amount of reimbursement required from the employee (up to the 50% total scholarship loan sum) and/or whether to request for such reimbursement.

f) Progress Reports

A quarterly progress report is to be submitted by the employee to the company. The onus will be on the employee to submit these reports on time and their failure to submit such progress report may result in the company not continuing to fund the scholarship. This in turn may lead to the employee needing to repay the company for scholarship fees previously advanced to by the company;

In addition, where the employee's progress report indicates that the employee is achieving a less than average or fail rating, the company

reserves the right, at its discretion, to cancel such scholarship offered to the employee, and require the employee to refund any scholarship fees previously advanced to by the company;

g) Exam Failure

In the event that I (name) cannot qualify in the course due to unacceptable performance, the employee agrees to repay 100% of the scholarship loan sum to the company with immediate effect.

h) Collection of Scholarship Fees Due From Employee

In the event that the employee fails to complete the course resulting in the employee needing to reimburse the company for the scholarship loan, the company reserves the right to deduct this said amount from the employee's monthly salary at a rate to be determined at the discretion of the company.

i) Termination of Employment

If the employee's contract of employment is terminated within the duration of the course (be it for reasons of resignation, dismissal, termination, retrenchment, etc), the employee must bear the entire cost sponsored, per paragraph (a) above. In addition, in situations of resignation, the employee will be liable to pay the company for the full cost of the scholarship loan plus his/her salary for the employment bond period as specified under Clause F above.

j) Application

The Educational Assistance, Training and Development: Policies and Procedure applies unless specifically stated herein. By signing this agreement the employee confirms he or she is aware of the contents of this policy, which is integral part of this agreement.

This agreement was drawn up in duplicate at on xx of February, 2007.

Signatures :

Employee: _____ Human Resource Director : _____

Name : _____

Name : _____

Date : _____

Date : _____

Listed next is a sample Letter of Guarantee (for guarantors) where employees take a scholarship loan from the company.

Letter of Guarantee & Indemnity

In consideration of (hereinafter referred to as) at the mutual request of the employee (name & IC No) of (address) hereinafter referred to as the 'employee') and myself (guarantors name & IC) of (address) being the guarantor of the employee have agreed to supply the employee (name) with a study loan amounting to (RM) for the purpose of taking up a (BA) course at (name of institution) for intake commencing (date), I hereby agree with as follows:

- a) I the undersigned hereby guarantee on written demand by the punctual payment by the employee of all sums which may become due to under the letter of acceptance dated (date) (hereinafter referred as 'the letter of acceptance') or any variation or extension thereof and the due performance of all the employees obligation in accordance with the letter of acceptance or variation or extension thereof to be performed and observed by the employee, and I further undertake to indemnify against all losses, expenses (including legal costs on a full indemnity basis), charges and damages incurred or suffered by in consequence of any failure by us to perform any of our obligations under the letter of acceptance.
- b) A statement in writing issued to the employee or myself as to the employees indebtedness under the letter of acceptance shall be conclusive evidence of such indebtedness against the employee and/or me unless it is refuted by us within 7 days from the date of the statement and any judgement or order obtained against the employee and/or me shall be binding on us and I shall be precluded from disputing our liabilities as determined by the said judgement or order.
- c) I further agree that my liability under this Guarantee and Indemnity shall be as principal debtor and waive all suretyship and other rights inconsistent with this clause and my liability shall not in any way be discharged, diminished or affected by the granting of time or indulgence to the employee or by the effecting of any release of or compromise with the employee, or any agreement not to sue the employee or the impairment of any security, or the failure to realise or enforce such security or any variation in the terms of the letter of acceptance or the invalidity, unenforceability, cancellation, termination or rescission of the letter of acceptance.

- d) I hereby agree to indemnify against all legal proceedings, claims and demands whatsoever made by us arising out of any alleged warranty and/or representation or otherwise in respect of the loan.
- e) I am fully aware of the reliance of on this guarantee and indemnity in its offer of the loan for the benefit of the employee and hereby confirm that I have been accorded with full opportunity to seek independent advice on the same before my execution.
- f) I further agree that no forbearance or indulgence granted by to me shall affect my liability with hereunder, and that this guarantee and indemnity shall bind my respective heirs, personal representations, successors-in-title and assigns and shall not be undermined or affected in any way by my resignation, death or insanity.
- g) I agree that this shall be a continuing guarantee to for the whole indebtedness due to This guarantee is non-revocable save and except by the full payments of the indebtedness due to or the waiver of of its rights and enforcements.
- h) shall at all times reserve its right on whether to proceed against the employee or myself or both of us jointly and severally for the recovery of any indebtedness due under the loan granted
- i) Any notice of demand to me under the Guarantee and Indemnity shall be in writing and shall be under the hand of the authorized personnel of or firm of solicitors acting for and may be served on me personally or sent to me by post or left at my address stated herein or at my last known address.
- j) Such notice or demand sent by post shall be conclusively deemed to have been duly served within forty eight (48) hours after the date of posting.
- k) Any of the terms, conditions, stipulations, provisions, covenants or undertakings contained herein which are illegal void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability and shall not invalidate or render illegal, void or unenforceable, any other terms, conditions, stipulations, provisions, covenants or undertakings contained herein.

- l) The avoidance of doubt, reference to shall include any member of the Group, its successors, heirs and legal representatives.

Dated this day of 2007

Witnessed by

Signature of Guarantor
Name
NRIC No
Address

Signature
Name
NRIC No
Address