

Standard Practice for Temporary Staff

1. Document for Employment

- 1.1 Employee should ensure to send the following to the Company before commencement of work:
 - 1.1.1 a copy of I.D. card
 - 1.1.2 a recent photo in passport size
 - 1.1.3 job application resume
 - 1.1.4 completed and signed MPF enrolment form
 - 1.1.5 copies of academic certificates and past employment letters and references
 - 1.1.6 completed Personal Particulars
 - 1.1.7 your bank account card or bank account book copy
 - 1.1.8 valid industry safety card or license for particular job categories

2. Working Rules and Regulations

- 2.1 Employee is required to observe the rules and regulations practiced by NOVA and our clients at work. It is the employee's responsibility to understand them well and adopt them into his/her own practices for the compliance requirement.
- 2.2 During employment with NOVA, employee will directly report to both the General Manager of NOVA and Client's on-site supervisor. At the interim intervals, NOVA may have to check on employee's progress.

3. Timesheet / Leave Record / Expenses Claim Form and Salary Payment

- 3.1 Employee will need to complete and submit the Salary Payment Documents, such as Timesheet and Leave Record (Leave Application / Expenses Claim Form etc, if any) to the Human Resources Department of NOVA on the last day of each month or on the last day of employment for salary calculation and payment arrangement. Submission should either by email to nova@the-nova.com or by fax to 2573-0668.
- 3.2 All Salary Payment Documents must be approved and signed by the on-site supervisor before submission. Document without signatures is invalid and therefore no payment will be made.
- 3.3 It is the employee's responsibility to make sure all documents are correctly done properly. Incompleted information, delay of submission will affect the payment process and may delay your salary payment accordingly which the Company will not be responsible.
- 3.4 Payment for correctly completed documents will take 7 working days to process, employee's punctual submission is important to effect the payment in time. In this connection, salary pay day will be on the 7th of each month or the next banking day. Final payment will be on the 7th days after your submission of completed Salary Payment Documents.

For superior HR solutions and niche training & education services



4. Working Hour / Overtime Work

4.1 Owing to individual nature and requirement of different jobs, the normal working hours set out in the employment contract are subject to change by NOVA whenever necessary. In case of overtime work, prior approval has to be obtained from the on-site supervisor beforehand and compensation may either grant time-off or overtime pay as appropriate.

5. Leaves/Absence

5.1 All leaves have to get prior approval from your on-site supervisor. Employee will need to apply leave in advance in accordance with the Company's leave application procedure.

Number of Leave days	Submission of Leave Application
1	3 days
2 days	1 week
Over 2 days	2 weeks

5.2 Employee is required to inform NOVA for leave more than 1 day. Leave application sends to Fax 25730668.

5.3 Annual Leave:

5.3.1 For employee who has worked less than 12 months before departure, the annual leave that earned would be encashed at the end of the service, if any. The calculation will be in accordance with Employment Ordinance.

5.3.2 For employee who has completed 12 months of service, the annual leave that earned could not be carried forward, and the untaken leave will be forfeited automatically.

5.4 Sickness Leave / Arrangement

5.4.1 Sick leave must be supported by medical certificate by a registered doctor; and Discharge Certificate in case of hospitalization.

5.4.2 In case of absence due to urgent sickness, employee will give notice to the on-site supervisor and the General Manager of NOVA an hour before the office will begin for the day or as soon as possible.

5.4.3 Sick leave application must be submitted immediately and at the first available time or at the next available working day.

5.5 Upon your resignation, all the pre-approved leave applications will be forfeited and employee may not take those leaves accordingly. Leave taken during or after resignation will be treated as insufficient notice and therefore payment in lieu of insufficient notice will apply.

5.6 Any leave without application and approval is regarded as "absence from work without reason". This will result in immediate dismissal without any compensation, and all your benefits will be forfeited.

5.7 No leave should be taken during the contract end month; any leave without



pre-approval from NOVA will be deemed as early departure therefore payment in lieu of insufficient notice will apply.

6. MPF

- 6.1 Employee is required to submit the MPF enrolment form to process within 2 weeks after their employment at the latest. Late submission may cause administrative fee of HK\$200.
- 6.2 Employee is protected under the MPF Schemes.

7. Termination / Resignation

- 7.1 Either party may terminate the employment with a notice period specified in the employment contract or payment in lieu of notice.
- 7.2 NOVA may terminate an employee's employment without notice, compensation and without payment in lieu of notice in accordance with the Employment Ordinance, on the fact of his/her misbehavior, misconduct, dishonest, incompetence, unsatisfactory performance, absence from work without reason or breaking of the Law and Company's rules and regulations. (Examples of misbehavior are: sleeping, idling, frequent idle chatting, smoking, preparing meals, eating, reading newspaper, staying away from work place, attending to audio-visual or other forms of entertainment, consuming alcoholic drinks, making dirty of the work premises, wearing improper dress, etc.)
- 7.3 NOVA reserves the right to terminate the employee's employment without advanced notice or payment in lieu of notice should our Client has changed the job demand or should our client has requested to cease your service.
- 7.4 Resignation notice is counted on working day basis. Once resignation is accepted no leave will be allowed. Should there be any leave taken after the date of notice of resignation, payment in lieu of shortage of notice as a result of leave taken will apply in compensation for the shortage of notice period.
- 7.5 In the case of resignation, employee has to submit his/her signed resignation notice in writing to the Company before noon at the business day of the Company to become effective. Notice received after or later than the time specified will be treated to take effect on the next business day to become officially accepted. Resignation letter should be sent and addressed for the attention of the General Manager, Nova Management Consultants Ltd, Suite 803, Two Chinachem Exchange Square, 338 King's Road, Hong Kong, for proper acknowledgement an acceptance by the Company.

8. Salary & Payment

- 8.1 Salary Payment Documents must reach NOVA office before 6 pm on the last day of each month and the last day of employment for salary calculation and payment.

Payment for correctly completed documents will take 7 working days to process, employee's punctual submission is important to effect the payment in time. In this



connection, salary pay day will be on the 7th of each month or the next banking day. Final payment will be on the 7th days after your submission of completed Salary Payment Documents.

Salary payment documents with 3 days late, all benefits will be carried forward to next month payment.

- 8.2 Employee who has not worked for one complete month in any one month, deduction of salary will apply on a pro-rated basis.
- 8.3 Termination salary/wage of employee will be paid as per the total actual number of hours worked and recorded in the timesheet during the time period of work on actual basis, and at the normal pay rate as having been agreed in the employment letter. For example if the last work day of an employee is Friday, the paid work hours shall accrue up to Friday only, and there will be no pay for the following Saturday and Sunday because of no work was done on that Saturday and Sunday.
- 8.4 The salary calculation week starts from Mondays. Employee who has taken one week off, the deduction formula will include the holidays, Saturdays, Sundays etc of that week.
- 8.5 The Final Payment in respect of termination of service will be made by cheque which the employee will have to collect in person. If you have any questions on the final payment, please raise within 15 days after the payment is made. Or else, the payment made is full and final.
- 8.6 Payment in lieu of insufficient notice as a result of early departure: NOVA will deduct the amount from the final payment; if there is any outstanding amount, employee shall bank in to Nova within 7 calendar days.
- 8.7 Overpaid salary and leave: By the discretion of the Company, the amount will be settled or offset upon month end or at departure.
- 8.8 Salary Payment Bank Account – The Company uses HSBC for salary payment. For other recipient account, salary will take 3 days more to realize. The Company will take no responsibility for any payment transfer delay.
- 8.9 Compensation and benefits are subject to change with prior notice.

9. Code of Conduct

- 9.1 As a condition of employment, employee agrees that employee shall not during employment or at any time therefore divulge or otherwise use any information obtained in the course of the employment, nor remove our client's property or documents without the prior written approval by the Company.
- 9.2 During the course of the assignment, employee is not allowed to accept further offers by our client either temporary or permanent employment without prior approval by the Company. Furthermore, employee shall not accept further offers of either temporary or permanent employment with our client without prior approval by the Company within 3 months of completion of the assignment.
- 9.3 Employee is not allowed to handle cash, valuables, drive motor vehicle, operate forklift and heavy machines, etc. without prior written consent and approval from the Company. In case there will be any loss and damages resulting from breach of such case, the Company will not hold any responsibility for any loss or compensation.
- 9.4 Failure to comply with Code of Conduct will result in summary dismissal and may also result in legal action taking against the employee.

10. Employee Obligations

- 10.1 Employee should contribute the best possible effort for the fulfillment of the job responsibilities assigned from time to time.
- 10.2 Any outside employment either with or without remuneration is not allowed unless it has been approved by the Company.
- 10.3 Employee will not either during the employment or subsequent thereto, divulge to any person outside the Company any information related to the employment and should by its nature be confidential to the Company.

11. Employee Responsibility

- 11.1 Employee should notify the Human Resources Department of NOVA (nova@the-nova.com) immediately for any change of personal details such as address, contact number or marital status.
- 11.2 Employee should submit the Salary Payment Documents for payments at last day of the working month for salary payment or at the last day of employment for final payment.
- 11.3 Please ensure you have an “Gmail” e-mail account to receive correspondence from the Company such as:
 - a) Payslip - will be emailed to employee monthly on 20th each month. The Company is not responsible for any other means of payslip delivery.
 - b) Request on Reference Letter – **If you need a reference letter, please send a request to referenceletter@the-nova.com within 2 month after your departure. Reference letter will be issued to employees who have good performance and attendance and on discretionary basis only.**
- 11.4 Employee is required to keep a good attendance and leave record at all times. The records are to be submitted to NOVA on a timely basis.
- 11.5 On the last day at work, employee is required to return staff access card to the onsite supervisor. Late return will cost an administrative fee of HK\$200.

12. Typhoon and Black Rainstorm Warning Arrangement

- 12.1 When typhoon signal No. 8 or above is hoisted, the employee is not required to work and wages payment is subject to the discretion of the Client you served. The employee is required to resume duty within two hours if typhoon signal No. 8 is lowered before close of working hours. Or, follow client’s practice which you have to check with your on-site supervisor.
- 12.2 When Black Rainstorm Warning signal is hoisted, the employee is not required to work and wages payment is subject to the discretion of the Client you served. The employee is required to resume duty within two hours if black rainstorm warning signal is cancelled before close of working hours. Or, follow client’s practice which you have to check with your on-site supervisor.



13. Non-disclosure Agreement

- 13.1 During the period of provision of the service, you may get access to the data, materials, information which are confidential by express classification or by necessary implication supplied by the client\Government Representative, you shall be kept confidential and shall not be divulged or communicated to any person or persons except with the client\Government Representative's express consent in writing.
- 13.2 All employment related terms, employment documents and onboarding documents are between you and NOVA and/or the client\Government. You are not allowed to disclose any of them to any third party during and after your employment period, except with NOVA\client\Government Representative's express consent in writing.
- 13.3 Employment letter and employment terms are confidential in nature, you are not allowed to disclose them by any means (words, copy, email etc) to any third party during and after your employment period, except with NOVA\client\Government Representative's express consent in writing.

14. Important Notes & Undertaking

All temporary employee contracts are for a specific work assignment for the client of NOVA. The appointment will start anew irrespective of any previous contract, if any, the employee may have with NOVA before, and that any benefit, claim and compensating resulting from previous contract and employment (including but not limited to years of employment, annual leave, severance payment, long service payment etc) with NOVA should regard as having been agreed and accepted by both parties as fully settled and forfeited. Upon completion or termination of the assignment, this contract shall come to an end and employees are regarded as resigned from this position. Any assignment(s) thereafter shall start anew and will not construct any continuous employer-employee relationship.

NOVA appointment letter prevails. Employees should, by all means, make sure they totally understand the Company's rules and regulations, or inquire for full understanding before commencement of work. The Company reserves the right to amend the rules and regulations from time to time without further notice. It is the responsibility of every Employee to check the details with the Company on any change.

(STDP-V5)