

6TH COLLECTIVE AGREEMENT

BETWEEN



MALAYAN BANKING BERHAD

&



ASSOCIATION OF MAYBANK CLASS ONE
OFFICERS

For the Period From

1st March 2008 to 28th February 2011

TABLE OF CONTENTS

PART I: STATUTORY

1. Parties to the Agreement
2. Scope of the Agreement
3. Effective Date and Duration
4. Modification and Termination

PART II: EMPLOYER – UNION RELATIONS

5. Settlement of Disputes
6. Recognition of Bank
7. Recognition of Union
8. Leave on Trade Union Business
9. Office Committee
10. Notice Board

PART III: TERMS AND CONDITIONS OF EMPLOYMENT

11. Probation and Confirmation
12. Transfer
13. Promotion
14. Discipline
15. Termination of Employment
16. Rates of Pay
17. Annual Increment
18. Annual Bonus/Incentive Plan
19. Allowances
20. Advances
21. Hours of Work
22. Rest Day
23. Public Holidays
24. Annual Leave
25. Maternity Leave
26. Sick Leave
27. Medical Benefits
28. Matrimonial/ Special Leave
29. Insurance
30. Retirement
31. Existing Benefits
32. Temporary Officers
33. Suspension of Contract of Service
34. New System & Technology
35. Implementation

APPENDICES

- I. Grievance Information Form
- II. Salary Ranges w.e.f from 1st March 2008
- III. Performance Management System Guidelines

ARTICLE 1 – PARTIES OF THE AGREEMENT

The parties bound by this Agreement are the Malayan Banking Berhad (3813-K), having its registered office at No. 100, Jalan Tun Perak, 50050 Kuala Lumpur (hereinafter referred to as “the Bank”) of the one part and the Association of Maybank Class One Officers (Registration No 624), a trade union of employees registered under the Trade Unions Act, 1959 and having its registered office at No. 100 Jalan Tun Perak, 50050 Kuala Lumpur (hereinafter referred to as “the Union”) of the other part.

ARTICLE 2 – SCOPE OF AGREEMENT

- 2.1** It shall be an implied term of the contract of service between the Bank and Officers with Benefit Grade (BG) 50, 51 and 52 (hereinafter referred to as “Officers” collectively unless otherwise specified) that the rates of salaries to be paid and the conditions of employment to be observed under the contract shall be in accordance with this Agreement.
- 2.2** The Bank shall furnish every Officer bound by this Agreement with a copy of this Agreement.

ARTICLE 3 – EFFECTIVE DATE & DURATION

This Agreement shall be deemed to have come into effect **on 1st March 2008** and shall continue to remain in force **until 28th February 2011** and thereafter until superseded by a new Collective Agreement or Award of the Industrial Court.

ARTICLE 4 – MODIFICATION & TERMINATION

- 4.1** During the period of this Agreement, neither the Bank nor the Union shall seek to alter, modify, annul or add to any of its provision in any way whatsoever, except by an agreement between the parties.
- 4.2** Should any new legislation supersede, vary or add to any of the provision of this Agreement, then the relevant provision of this Agreement shall be amended accordingly. However, if the benefits contained in this Agreement are more favorable, they will continue to apply, if so permitted by law.
- 4.3** Any variation of this Agreement between the parties shall be jointly deposited by the parties with the Registrar of the Industrial Court within thirty (30) days from the date on which the agreement has been entered into, provided that the variation agreement shall not take effect until cognizance has been taken by the Industrial Court.

Any such variation agreement of which the Industrial Court has taken cognizance shall be binding on the parties from such date and for such period as may be specified therein but no such period shall commence earlier than the effective date of this Agreement.

- 4.4** Either party may serve on the other not less than six (6) months notice in writing to terminate the Agreement with a view to negotiate on new terms and conditions of

employment but no such notice shall be serve earlier than **1st September 2010**. The party that serves the notice shall present to the other proposals on new terms and conditions of employment. Negotiations shall commence not later than thirty (30) days from the date of receipt of such proposal by the other party.

- 4.5 This Agreement may be terminated by either party giving to the other six (6) months written notice but no such notice may be served earlier than **1st September 2010**. In the event that the Agreement is terminated in accordance with this Clause, the provision of this Agreement shall, so long as the Bank is in operations, and the Union is there to represent the employees employed therein, continue to be in force until and unless superseded by a new Collective Agreement or by an Award of the Industrial Court.

ARTICLE 5 – SETTLEMENT OF DISPUTES

5.1 Implementation or Interpretation of the Agreement

A Standing Committee consisting of not more than nine (9) members each from the Bank and the Union shall be established. All questions and disputes connected with the implementation or interpretation of this Agreement shall be dealt with by the Standing Committee. If this is still not resolved, the dispute shall be referred to the Industrial Court for a decision.

5.2 Grievance Procedure

The procedure to be followed in processing any complaint or grievance concerning an individual Officer shall be as follows:

a) Complaint or Grievance at Office Level (Step One)

- i) If an Officer has a complaint or grievance, he shall present it in the 'Grievance Information Form' as per Appendix 1 within seven (7) working days from the date of occurrence to his immediate superior. For this purpose, he may, if he so wishes, be accompanied by a member of the Office Committee established under Article 9 or by another staff:

Provided that if the complaint or grievance is of a common nature involving more than one (1) Officer, then one "Grievance Information Form" setting out the detail of such common complaint/grievance signed by the affected Officers may be presented to their immediate superior.

b) Settlement of dispute at the Office Level (Step Two)

- i) If a complaint or grievance so presented by the Officer is not resolved within a period of seven (7) days after it has been brought up, a dispute shall be deemed to have arisen. The aggrieved Officer or the Office Committee shall then request for a formal meeting with the Manager with a view to reaching settlement.
- ii) The parties shall, by mutual arrangement, meet as soon as possible, normally not later than seven (7) days after receipt of written request from either side,

and on as many occasions as they deem desirable. They shall keep jointly signed minutes set out concisely as possible the factors and circumstances of the dispute, the view points of each party and the areas or point of agreement or disagreement.

c) **Settlement of dispute at Headquarters Level (Step Three)**

If any dispute remains unsettled within a period of seven (7) days after a joint meeting or any subsequent joint meetings at Office Level, the aggrieved Officer or the Office Committee shall refer the matter to the Union's Headquarters Level with a view to hold further meeting with Human Resources for the purpose of resolving the dispute.

d) **Settlement of dispute at the Government Level (Step Four)**

If the dispute remains unresolved within fourteen (14) days after being presented to the Human Resource, either party or both parties may report the dispute to the Director – General of Industrial Relations for conciliation.

5.3 Rights of parties pending settlement of dispute

An officer who is required to carry out an instruction by the Bank shall comply with such instruction. The Officer who complies with any such instruction of the Bank, which is the subject matter of the complaint or grievance, shall be deemed to do so under protest until the dispute is settled.

ARTICLE 6 – RECOGNITION OF BANK

The Union shall recognize the right of the Bank to operate and manage its business in all respects, subject to the provisions of any law for the time being in force and the provisions of this Agreement.

ARTICLE 7 – RECOGNITION OF UNION

The Bank shall recognize the Union as the sole negotiating body in respect of Officers with BG50, BG51 and BG52 (hereinafter referred to collectively as "Officers") of the Bank.

ARTICLE 8 - LEAVE ON TRADE UNION BUSINESS

8.1 An Officer intending to carry out his duties or to exercise his rights as an Officer of a Trade Union shall apply in writing to the Bank for leave of absence, stating the duration of and the purpose for which such leave is applied for and the Bank shall grant the application for leave if the duration of the leave applied for is for a period that is no longer than what is reasonably required for the purposes stated in the application;

Provided that an Officer shall not be entitled to leave with pay for the duration of his absence if the purposes for which he is absent from work are not to represent the members of his Trade Union in relation to the industrial matters concerning his employer.

- 8.2 The Bank may grant to its employees leave with full pay to attend Trade Union courses or conferences approved by the Ministry of Human Resource provided that:
- a) Such leave shall not exceed six (6) months in the case of a Trade Union course or one (1) week in the case of a Trade Union conference;
 - b) The number of Officers attending such course or conference shall not be more than one (1) from each Head Office Department or not more than one (1) from each Branch, subject to a maximum of three (3) from the Bank for each course or conference; and
 - c) Application for such leave should be supported by a letter from the Union Headquarters.
- 8.3 For the purpose of this article, "Officer of a Trade Union" means "Officer" as defined under the Trade Unions Act, 1959.

ARTICLE 9 - OFFICE COMMITTEE

- 9.1 Office Committee hereinafter referred to as "Committee" comprising representatives of Officers in the Bank may be formed for the purpose of fostering and maintaining good relations between Management and Officers.
- 9.2 Meetings between the Office Committee and the Management may be arranged at times which are mutually acceptable. At such meetings, the Office Committee shall consist of not more than two (2) Officers in Branches/Head Office Departments where the number of Officers eligible to become members of the Union does not exceed five (5); of three (3) Officers if the number does not exceed twelve (12) and five (5) Officers if the number exceeds twelve (12).
- 9.3 The functions of the Committee shall be:
- a) to promote measures for securing and the preserving of amity and good relations between Officers and Management;
 - b) to comment upon matters of common concern; and
 - c) to reconcile differences of opinion on matters under clause (a) and (b) of this Article.
- 9.4 Occupational Safety and Health Act (OSHA)

A minimum of two (2) members of the Office Committee shall represent employees in the Safety and Health Committee established under the Occupational Safety and Health Act 1994.

- 9.5 Notwithstanding 9.1 and 9.3 above, the Committee shall not make any claim outside the provisions of this Agreement nor shall the Committee perform the functions of the Union as a negotiating body.

ARTICLE 10 - NOTICE BOARD

The Union may, with prior approval of the Bank, use the Bank's notice boards that are installed on the premises for transmitting information to Officers.

ARTICLE 11 - PROBATION AND CONFIRMATION

11.1 a) **New recruits**

The normal period of probation for an Officer newly appointed as Officer with BG 50, BG 51 and BG 52 (hereinafter referred to as "the probationer") shall not be less than six (6) months but shall not exceed nine (9) months. Upon satisfactory completion of the period of probation, the Bank shall, as soon as thereafter, notify in writing to the probationer that he is being confirmed in service, or if unsatisfactory, notify in writing that the probationary period has been extended. In the absence of such notice within thirty (30) days after the expiry of the normal probationary period or the extended period of probation, a probationer shall be deemed to be confirmed in the service on completion of six (6) months period of probation from the date of first appointment to the rank or completion of the extended period of probation unless otherwise notified. The probationary employment is subject to termination without assigning any reason there of or by either side giving twenty-four (24) hours' notice in writing to the other.

b) A probationer (new recruit) shall be paid a monthly basic salary and commence at a salary on the officer with BG 50, BG 51 & BG 52's basic salary scale as may be applicable to him, depending on qualifications, experience and appointment as may be determined at the sole discretion of the Bank.

c) If the probationer is for whatever reason, away from office/work for more than two (2) weeks, this probationary period shall be extended accordingly.

d) If a new recruit is not posted within three (3) months after confirmation, the place where he was confirmed shall be considered as his first posting.

e) **Internal Promotion**

i) The normal period of probation for a serving officer appointed to any higher job grade I designated position such as Credit Officers, Credit Quality Control Officers, Corporate Banking Officers, Commercial Banking Officers and other positions in the credit family shall not exceed six (6) months. Upon satisfactory completion of the period of probation, the Bank shall notify in writing to the probationer that he is being confirmed in his new job grade. In the absence of such notice, the probationer shall be deemed be confirmed in his new job grade on

completion of six (6) months period of probation from the date of appointment.

- ii) During the period of probation, the officer shall be paid the salary appropriate to the promoted grade.
 - f) Due to the complexity of the job, the probationary period for the trainee dealers to be appointed, as dealers shall not be less than six (6) months subject to them passing the Persatuan Forex Malaysia (PFM) examination.
 - g) An Officer not confirmed in his higher job grade during or at the end of the probationary period shall revert to his former job grade held prior to the said promotion on probation and will draw the salary paid in his former grade.
- 11.2 The only other provisions of this Agreement that shall apply to the probationers (new recruits) during the period of probation are the following:

Article	12	Transfer
Article	14	Discipline
Article	16	Rates of Pay
Article	19	Allowances
Article	21	Hours of Work
Article	22	Rest Day
Article	23	Public Holidays
Article	26	Sick Leave
Article	27	Medical Benefits
Article	28	Special Leave (Emergency only)
Article	29	Insurance
Article	33	Suspension of Contract of Service
Article	34	New System & Technology

- 11.3 Upon confirmation of a probationer, his service with the Bank shall be deemed to have commenced from the date he first joined the Bank.

ARTICLE 12 - TRANSFER

- 12.1 Transfer of Officers between Departments within the Head Office or a Branch and transfers between the Head Office and Branches of the Bank within the same city or town, may be made by the Bank at any time at its sole discretion.
- 12.2 Where it is necessary to transfer any Officer to another city or town, other than with the consent of the Officer, such transfer will not be carried out without the Bank giving sympathetic consideration to cases where undue hardship will be caused:

Provided that where the Bank is satisfied that undue hardship will be caused then the transfer of the Officer concerned shall not be carried out without the Officer being given

a reasonable period of time to organize his affairs. The period of time allowed in such cases shall not exceed three (3) months from date of first notification of the transfer.

12.3 Under normal circumstances, the officer who is to be transferred to another Department or Branch shall be given 3 days to hand over his duties to the incoming officer or Assistant Branch Manager.

12.4 For the purpose of this article the word outstation shall not deem to apply to transfers from one place to another within a radius of 35 kilometers.

12.5 Subject to Article 12.4 above, an Officer who is transferred other than at his own request to another town or city and who shifts his place of residence shall be granted four (4) days unrecorded leave to attend to matters which may arise as a result of his transfer.

12.6 **Outstation Transfer Expenses**

Officers who are transferred other than at their own requests shall be entitled to claim transfer expenses as follows:

a) **Resettlement Expenses**

The Officer shall be paid resettlement expenses of RM1,150.00 for single officers and RM2,250.00 for married officers

b) **Cost of Packing and Transportation**

i) The cost of packing and transportation (by rail, lorry or ship) of personal and household items, provided it does not exceed the usage of an eight (8) ton lorry or its equivalent subject to a maximum of:

Within Peninsular Malaysia	RM3,000.00
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Within East Malaysia	RM4,000.00
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Peninsular Malaysia & East Malaysia (vice versa)	RM5,000.00
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ii) If it is necessary to use more than one eight (8) ton lorry or its equivalent or if the cost of packaging and transportation exceeds the maximum, details of the items and the cost are to be submitted to the respective Business Relationship Management, Group Human Capital for approval prior to packing and transportation.

c) **Hotel Accommodation**

Hotel accommodation charges are reimbursable up to a maximum of fourteen (14) days for the officers and their spouse and dependent children (if they are accompanying the officer) if a change of residence to the new locality is required.

d) **Meal Allowance**

Meal Allowance during the officer's stay at the hotel or any other accommodation for the officer, spouse and dependant children (if they are accompanying the officer) are as follows:

Peninsular Malaysia	-	RM65.00
Sabah/Sarawak	-	RM75.00

The rate for the dependant children (if they are accompanying the officer) shall be half of the above rate.

The rates for Brunei and Singapore will be in the local currency on a \$ to \$ basis.

- e) Officers who are transferred back to base/hometown shall be entitled to the same benefits as those who are transferred out of their base.
- f) **Traveling Expenses**

The Bank shall reimburse the transport cost for the officer, spouse and dependant children (if they are accompanying the officer) to the new place of posting or back to their base/hometown as follows:

<u>Destination</u>	<u>Mode of Transport</u>
Within Peninsular Malaysia	By the most direct land or air route (Mode of transport to be determined by the Bank)
Within Sabah & Sarawak	By the most direct land, sea or air route (Mode of transport to be determined by the Bank)
Between Peninsular Malaysia	By air (class of seat as determined & Sabah/Sarawak by staff eligibility)

- g) **Staff Housing Loan**
 - i) A new staff-housing loan may be granted to an officer on transfer who has purchased a house under the Staff Housing Loan Scheme if the officer wishes to sell it and purchase a house in new location subject to the condition laid down by the Bank.
 - ii) The Bank will reimburse the legal and stamp duty fees on account of the sale of the house and the purchase of the new one. Claims are to be supported by official receipts.

12.7 **Outstation Housing Allowance**

- a) Officers who are transferred outside their declared 'home base' shall be paid a monthly "Outstation Housing Allowance" as follows:
 - i) Single Officer **RM233.00** per month
 - ii) Married Officer **RM350.00** per month

- b) For the purpose of clause (a) above "home base" is defined as follows:

The home base of an Officer who is in service with the Bank prior to 31st January 1994 shall be the Branch located nearest to the property purchased under the Staff Housing Loan/Staff Commercial Housing Loan Scheme or in its absence the place of first posting of the Officer.

The home base of an Officer who joins the Bank on or after 31st January 1994 shall be the place of first posting of the Officer.

Provided that an Officers' "declared home base" may be changed with the prior written permission of the Bank.

For the purpose of this clause, Officers transferred to branches within a radius of 35 kilometers from the home base or the residence of the Officer, whichever is nearer, shall not qualify for Outstation Housing Allowance.

Officers who are transferred at their own request shall not be entitled to any outstation housing allowance.

ARTICLE 13 - PROMOTION

- 13.1 Where a vacancy occurs in a higher grade, the Bank may consider promotion from amongst the serving Officers. However, this shall not restrict the right of the Bank to recruit from outside at its sole discretion.

13.2 **PROMOTION FROM/TO (GRADE)**

The minimum salary adjustment for promotion from one grade to the next higher grade shall be on the following basis:

BG50 to BG51: Two (2) Increments on the old scale the officer was in prior to the promotion.

BG51 to BG52: Two (2) Increments on the old scale the officer was in prior to the promotion.

An officer who is promoted to the next higher grade will continue to retain his annual incremental date.

ARTICLE 14 - DISCIPLINE

- 14.1 The Bank may take disciplinary action in the event of misconduct, indiscipline, or inefficiency, as follows:

- a) **Serious Misconduct, Indiscipline or Inefficiency**

Depending on the seriousness of the misconduct, indiscipline, or inefficiency the Bank may either:

- i) give the Officer a written warning; or
- ii) suspend the Officer without pay for a period not exceeding fourteen (14) days; or
- iii) defer the officer's increment for a period not exceeding six (6) months; or
- iv) stop increment for which the Officer is eligible not exceeding two years; or
- v) downgrade or demote the Officer with reduction in salary; or
- vi) terminate the services of the Officer by giving one month's notice or pay in lieu; or
- vii) dismiss the Officer summarily.

b) **Inquiry**

- i) Before any disciplinary action is taken, the officer concerned shall have an opportunity to be heard orally or in writing. Where an oral inquiry is to be held he may, if he so wishes be assisted by an Officer of the Union or a member of the Office Committee. The Bank's decision shall be notified to the Officer in writing.
- ii) At a domestic inquiry, if an Officer is required to sign the Inquiry Notes, a copy of the signed notes shall be given to the Officer concerned direct, if so requested. Copy of the Inquiry Notes need not be supplied if an Officer is not required to sign the same.
- iii) The result of the inquiry is to be made known to the staff within 90 days from the date of the completion of inquiry.
- iv) For the purpose of investigating into the misconduct and holding an inquiry under Article 14, the Bank may suspend the officer from work or service for a period not exceeding two (2) weeks with half pay: Provided that if the inquiry does not disclose any misconduct on the part of the officer, the Bank shall forthwith restore to the officer the full amount of wages so withheld.

c) **Right of Appeal**

An officer on whom any form of disciplinary punishment is imposed as provided in this Article shall have the right to appeal to the Head of Group Human Capital within forty-five (45) days from the date he receives the decision in writing. ***The Bank shall communicate and notify the Officer on the outcome of the appeal within sixty (60) days from the date of appeal.***

When action is taken by the Bank against an Officer under this Article, the Officer cannot invoke the Grievance Procedure under Article 5(2).

ARTICLE 15 - TERMINATION OF EMPLOYMENT

- 15.1 Other than in the cases of termination arising out of or related to misconduct, or in the case of probationers who are new recruits, in a normal case either the Bank or confirmed officer may at any time, give thirty (30) days' notice to the other to terminate employment. Such notice shall be in writing.
- 15.2 However, either the Bank or the Officer may, at any time, terminate employment without notice by paying the other an indemnity equivalent to the period of notice or, if notice has already been served, by paying an indemnity equivalent to the unexpired period of notice.

ARTICLE 16 - RATES OF PAY

16.1 SALARY SCALES

- a) The Bank shall pay every officer a monthly basic salary.
- b) With effect from 1st March 2008, all officers with BG50, BG51 and BG52 shall be paid in accordance with the SALARY RANGE as set out in Appendix II.

16.2 SALARY CONVERSION

- a) All officers in BG50, BG51 and BG52 who are in service with the Bank on 29th February 2008 shall receive a salary adjustment **of 9% plus 1% ex-gratia payment (for 36 months) to the salary drawn on 29th February 2008.**
- b) For officers whose salary is below the new minimum of the Grade shall be adjusted to the minimum.
- c) For officers whose salary exceeds the new maximum after the conversion, their salary shall then remain at the maximum of the grade.

ARTICLE 17 - ANNUAL INCREMENT

- 17.1 A confirmed officer shall be entitled to receive an annual increment on the incremental date until he reaches the maximum of his salary scale, unless his increment has been deferred or stopped.
- 17.2 The incremental date of the confirmed officers first appointed to the salary scale on or after 1st January but not later than 30th June shall be 1st January of each subsequent year.
- 17.3 The incremental date of the confirmed officers first appointed to the salary scale on or after 1st July but not later than 31st December shall be 1st July of each subsequent year.
- 17.4 The rate of annual increment for the duration of this Agreement shall be as follows:

BG50 - RM197

BG51 - RM218

BG52 - RM260

17.5 For the purpose of this Article, "Salary Scale" means the basic salary scale of officers with BG50, BG51 and BG52 as the case may be.

ARTICLE 18 – ANNUAL BONUS/INCENTIVE PLAN

18.1 Payment of annual bonus is at the sole discretion of the Bank and will be effected as and when declared by the Bank.

18.2 The quantum of bonus payment, if declared is based on the individual performance of the officer as well as the financial performance of the Bank and distributed at the full discretion of the Bank.

18.3 If the Bank decides to pay bonus, all Officers including those who retire or are medically boarded out due to ill health or disablement or die whilst in service during the financial year are eligible for a bonus on a pro rata basis, except if:

- a) He is an unconfirmed new recruit;
- b) He has not completed twelve (12) months continuous service. (This does not apply to confirmed officers who die whilst in service).
- c) He is no longer in the service of the Bank at the date of declaration of bonus.
- d) He has resigned from the service after the date of declaration of bonus but before payment of bonus is made without giving 30 days notice or adequate indemnity in lieu of notice.
- e) He resigns in circumstances involving serious misconduct (including fraud, embezzlement or dishonesty) or gross negligence, or if he is, discharged, dismissed on grounds of misconduct.
- f) He leaves the employment of the Bank without completing the notice period given by him.

18.4 An Officer who has served for less than twelve (12) continuous months, is eligible for payment of proportionate bonus for service up to the end of that financial year provided he is subsequently confirmed and a bonus is declared. However, payment of bonus is to be effected only after he has completed twelve (12) months continuous service.

18.5 The exact number of calendar days served by an Officer shall be used in the calculation of proportionate bonus for any one incomplete month.

- 18.6 Officers who were promoted from Officer II grade to Benefit Grade 50 during the financial year shall be eligible to a payment of proportionate bonus if one is declared for the period they served as Benefit Grade 50.
- 18.7 **Incentive Plan**
- The Bank reserves the absolute discretion to determine the officers who are to be covered under the Bank's incentive plan, their eligibility, design, payout and timing of the incentive plans. The officers who are to be covered under the Bank's incentive plan will be ineligible for any bonus payment that is declared under this Article. The Bank further reserves the right in designing future incentive plans and thereafter determining the officers who would be covered under the respective incentive plan.
- 18.8 The targets and/or KPI allocated to an officer for each financial year, shall be determined by 30th September of that year, and confirmed and validated by 31st December of the same year.
- 18.9 Further, any changes and/or variation to the allocated targets and/or KPI must be done for good cause and approved by the respective Sector Head. Sufficient notice must be given by the Bank to the affected officers in respect of the said changes and/or variation of the allocated targets and/or KPI.
- 18.10 To facilitate the smooth implementation of this article, the Guidelines as provided for in "Appendix III" shall be adhered to.
- 18.11 Articles 18.8, 18.9 and 18.10 will only be implemented for Financial Year 2007/2008 onwards.

ARTICLE 19 - ALLOWANCES

19.1 Work Outside Normal Hours of Work

An Officer who is required to work outside the normal hours of work as set out under Article 21 shall be paid a meal allowance as follows:

- | | | |
|----|-------------------------------|---------|
| a) | Not less than one (1) hour | RM10.00 |
| b) | Not less than two (2) hours | RM20.00 |
| c) | Not less than three (3) hours | RM30.00 |
| d) | Not less than four (4) hours | RM40.00 |
| e) | Not less than five (5) hours | RM50.00 |

Work, which exceeds ½ hour or part thereof, be calculated as a full hour except for the first hour of work.

19.2 Call Back

- a) During leave, an Officer may be called back for duty with his consent. Such consent should not be unreasonably withheld. The Officer shall then be compensated as follows:
- i) Reimbursement of traveling expenses to and from location of leave at time of call back at outstation duty rates;
 - ii) An allowance for food equivalent to outstation duty allowance for the period he is on duty during leave; and
 - iii) Restoration of leave entitlement for number of days he is on duty during leave, including traveling time.
- b) For the purpose of this clause, an Officer is deemed to be on outstation duty from the moment he consents to call back until the duty is completed. He may then either resume his leave or apply to treat the remainder of his leave as being accumulated for future entitlement.

19.3 Outstation Duty

- a) An Officer who is required to perform outstation duty involving overnight stay is eligible to claim Subsistence Allowance as follows:

Semenanjung Malaysia Accommodation Provided	-	RM65.00
Sabah/Sarawak/Brunei/Singapore Accommodation Provided	-	RM75.00

- b) For the purpose of this clause, "Duty" includes traveling time from the normal place of work or starting point of the journey whichever is more appropriate as determined by the Bank.
- c) For the purpose of this clause, "Day" means a continuous period of twenty four (24) hours beginning at any point of time.
- d) The rates for Brunei and Singapore will be in the local currency on a \$ to \$ basis.
- e) If an Officer is on outstation duty on any part of the day as defined under Clause (c) above he is eligible to claim Subsistence Allowance in part as follows:

Meal	% of Subsistence Allowance	Qualification
(i) Breakfast	20%	<ul style="list-style-type: none"> i) Payable if an Officer leaves for outstation duties involving overnight stay before 8.00 a.m. ii) However, an Officer who is eligible to overnight stay but chooses to travel early in the morning and returns the same evening is eligible to

		claim Subsistence Allowance for breakfast if he leaves before 8.00 a.m. iii) Payable if an Officer performs outstation duty not involving overnight stay leaves before 8.00am provided if the total length of duty is not less than three (3) hours.
(ii) Lunch	30%	(i) Payable if an officer on returning from outstation duty involving overnight stay reaches Base after 2.00 p.m. (ii) Payable if an officer leaves for outstation duty not involving overnight stay before 12.00 noon and returns after 2.00 p.m. provided if the total length of duty is not less than three (3) hours.
(iii) Dinner	40%	i) Payable if an officer on returning from the outstation duty involving overnight stay reaches Base beyond 7.00 p.m. ii) (ii) Payable if an officer performs outstation duty not involving overnight stay beyond 7.00 p.m. provided if the total length of duty is not less than three (3) hours.

g) f) Where meals are provided to the Officer, the appropriate percentage for each of the meals as stated above shall be deducted from the Subsistence Allowance payable.

g) Subsistence Allowance is only payable if the outstation duty involves traveling beyond a radius of 25km from the officer's base.

19.4 Transport

The Bank shall provide transport to an Officer who is required to travel in the course of his duty, or reimburse him with actual transport expenses incurred by the Officer, or if the Officer is required to use his own car, reimburse the Officer at the rate of **RM0.80** sen per kilometer. In each case where the Officer is required to travel for the performance of his duty, the Bank shall, at its own discretion, determine the mode of transport to be used by the Officer for the travel.

19.5 Standby Duty

The Bank may according, to operational needs, require the Officer to be on standby duty during Outside Working Hours or during Rest Days or Public Holidays.

19.6 For the purpose of this clause, standby duty refers to a situation where an Officer is under duty to remain communicado and render his service outside the Normal Hours of Work, or during Rest Day or Public Holidays.

19.7 Payment for Standby Duty outside the normal hours of work shall be paid in accordance with the existing practice in the Bank.

19.8 Laundry Expenses

When an Officer is entitled to hotel accommodation, the Bank will pay laundry expenses provided that the stay is for two or more nights.

19.9 NACCS Allowance (KLACH, REACH, SPICK SYSTEM)

Officers who are required to work on the above System shall be paid an allowance as follows:

- | | | | | |
|-----|---|---|---------|-----|
| (a) | Officers required to perform work at or before 6.00 am
day | – | RM37.00 | per |
| (b) | After 6.00 am but before 7.30 am
day | – | RM27.00 | per |

ARTICLE 20 - ADVANCES

20.1 Officers are eligible to housing loan, car loan and sundry loan. Such loans may be granted at the sole discretion of the Bank and subject to such terms and conditions as the Bank may impose from time to time.

ARTICLE 21 - HOURS OF WORK

21.1 Normal Hours of Work

The Normal Hours of Work for an officer shall be thirty-nine (39) hours a week. In these particular weeks, there shall be five (5) full working days, i.e. the first four (4) days of which shall consist of eight (8) hours of work (excluding a break of one (1) hour for meal) and one (1) day shall consist of seven (7) hours of work (excluding a break of one (1) hour for meal).

21.2 The commencing and ending points of Normal Hours of Work of an Officer shall be as determined by the Bank from time to time according to operational needs.

21.3 It is recognized that as and when necessary, according to operational needs of the Bank an Officer may be required to work in excess of the normal hours of work prescribed in Article 12.1. Such excess work is defined as "Work Outside Normal Hours". For the purpose of this Article, "Work Outside Normal Hours" means work performed at the prior request of the Bank, in excess of eight (8) hours or seven (7) hours as the case may be

on the five (5) full working days and shall be a continuous period commencing either before or after the normal hours of work.

21.4 The normal hours of work, unless otherwise determined by the Bank and notified to an Officer, shall be:

- a) In States where the Rest Day is a Sunday
 - (i) Weekdays - Monday to Thursday
From 8.45 a.m. to 5.45 p.m., with lunch break of one (1) hour to be staggered between 11.30 a.m. to 2.30 p.m.
 - (ii) Weekday - Friday
From 8.45 a.m. to 4.45 p.m., with lunch break of one (1) hour to be staggered between 11.30 a.m. to 2.30 p.m.
- b) In States where the Rest Day is a Friday
 - i) Weekdays - Sunday to Wednesday
From 8.45 a.m. to 5.45 p.m., with lunch break of one (1) hour to be staggered between 11.30 a.m. to 2.30 p.m.
 - ii) Weekday - Thursday
From 8.45 a.m. to 4.45 p.m., with lunch break of one (1) hour to be staggered between 11.30 a.m. to 2.30 p.m.

21.5 **Payment for Work on Additional Off-Day (Saturdays)**

- (a) Every Officer shall be allowed an additional off-day on every Saturday of each month. There will be no replacement of an additional off-day if a public holiday (state or national) falls on a Saturday.
- (b) The Bank may require an officer to work on an off-day in the month. An officer who is required to work on an off-day in the month shall be paid meal allowance as follows:
 - (i) Up to four (4) hours worked **- RM60.00**
 - (ii)** Beyond four (4) hours and up to 7 hours worked **- RM90.00**
 - (iii) Beyond 7 hours worked **- RM120.00**

21.6 **Shift Work**

The Bank may, according to operational needs, introduce Shift Work as and when necessary to be performed by an officer. In order to ensure continuity of operations, all shift officers shall remain on duty until relieved by either the succeeding shift officers or until permitted to leave by the Officer-in-Charge.

For the purpose of this Clause, "Shift Work" means work, which by reason of its nature requires to be carried on continuously or continually, as the case may be, by two or more

shifts and "Day" means a continuous period of twenty-four (24) hours beginning at any point of time.

21.7 **Shift Allowance**

- (a) Officers who are required to perform Shift Work shall be paid a Shift Allowance as follows:
BG 50 to BG 52
- | | | |
|------------------------|---|---------------------------|
| (i) Two Shift Cycle | - | RM230.00 per month |
| (ii) Three Shift Cycle | - | RM280.00 per month |
- (b) Officers who are required to perform Shift Work shall be paid a Transport Allowance of **RM150.00** per month.

ARTICLE 22 - REST DAY

22.1 Every Officer shall be allowed in each week a rest day. Such a rest day shall be either Sunday or Friday of the week as applicable to each state.

22.2 **Payment for Normal Hours of Work on Rest Days**

The Bank may require an Officer to work on a Rest Day. An Officer who is required to work on a Rest Day shall be paid meal allowance as follows:

- | | | |
|--|---|-----------------|
| i) Up to four (4) hours worked | - | RM60.00 |
| ii) Beyond four (4) hours and up to seven (7) hours worked | - | RM90.00 |
| iii) Beyond seven (7) hours worked | - | RM120.00 |

22.3 For the purpose of this Article, Officers on outstation duty are to observe the Rest Days as applicable to the State in which they are on duty.

ARTICLE 23 - PUBLIC HOLIDAYS

23.1 Every Officer shall be entitled to a paid holiday on all gazetted Federal and State Public Holidays applicable to the State or Federal Territory in which he is stationed.

23.2 **Payment for Normal Hours of Work on Public Holidays**

The Bank may require an Officer to work on a Public Holiday. An Officer who is required to work on a Public Holiday shall be paid meal allowance as follows:-

- | | | |
|--------------------------------|---|----------------|
| i) Up to four (4) hours worked | - | RM60.00 |
|--------------------------------|---|----------------|

- ii) Beyond four (4) hours and up to seven (7) hours - **RM90.00**
worked
- iii) Beyond seven (7) hours worked - **RM120.00**

ARTICLE 24 - ANNUAL LEAVE

24.1 Entitlement to Annual Leave

The Bank shall grant every Officer paid Annual Leave as follows:

- i) 24 working days in each calendar year, if he has less than 5 years of service;
and
- ii) 30 working days in each calendar year, if he has 5 or more years of service.

24.2 Leave entitlement for any incomplete calendar year of service shall be calculated proportionately.

For the purpose of calculation, any fraction of a day of Annual Leave which is less than one-half (0.5) of day shall be disregarded and where the fraction of a day is one-half (0.5) more it shall be deemed to be one day.

24.3 The Bank shall arrange or re-arrange each year a leave programme for Officers in accordance with the operational needs of the Bank.

24.4 Payment in lieu of leave

The Annual Leave entitlement of an Officer shall be granted in accordance with the provisions of this Article and where an Officer who is granted such leave fails to take the leave, he shall thereupon cease to be entitled to such leave.

Upon termination of an Officer's contract of service, the Officer may be permitted to take, before such termination takes place, the annual leave due to him. However, if the Bank is unable to grant him his leave or any part of it, owing to operational requirements or exigencies of service, the Bank shall pay the Officer in lieu of the leave:

PROVIDED THAT no Officer shall be entitled to payment in lieu of leave if the Officer resigns from service without giving notice as prescribed under Article 15 or such notice period that the Bank has no opportunity to grant the leave to the Officer.

For the purpose of this clause, payment in lieu of leave shall be calculated as follows:

$$\frac{\text{Monthly @ basic salary}}{26} \times \text{No. of days of unutilized Annual Leave}$$

24.5 Restitution of Annual Leave

Where an Officer who is on paid annual leave becomes entitled to sick leave or maternity leave while on such annual leave, the Officer shall be granted the sick leave or maternity leave, as the case may be, and the annual leave shall be deemed to have not been taken in respect of the days for which sick leave or maternity leave is so granted.

Provided that such leave shall not be automatically utilized to extend the approved annual leave or maternity leave without the approval of the Bank.

24.6 Accumulation of Annual Leave

An Officer may, with prior written approval of the Bank, accumulate his annual leave for purposes of going overseas (except Singapore) or to perform a pilgrimage, subject to the following conditions:-

- (a) The Officer gives written notice of his intention to do so in the first year during which he proposes to accumulate his annual leave;
- (b) Annual leave may be accumulated only in respect of the number of days of annual leave, which are in excess of 18 working days;
- (c) Annual leave may only be accumulated for a period not exceeding three (3) years and shall be taken in full in the year immediately following the accumulated period;

Provided that in cases of any postponement of such leave for any valid reason whatsoever, the Officer shall be permitted to carry forward such accumulated leave to a later date within the year from the last day of the calendar year in which the accumulated leave was due;

- (d) Accumulated leave not taken under the conditions and within such periods stipulated above shall be forfeited absolutely;
- (e) Prior written notice of one (1) month must be given to the Bank stating when such accumulated leave is to be utilised;
- (f) Pay in respect of the number of days of accumulated leave may be paid to the Officer two (2) weeks prior to the commencement of leave upon written application; and
- (g) Valid travel documents are to be produced prior to departure overseas.

ARTICLE 25 - MATERNITY LEAVE

25.1 Every female Officer shall be entitled to a paid maternity leave for a period of sixty (60) consecutive days in respect of each confinement.

25.2 Maternity leave shall not commence earlier than a period of thirty (30) days immediately preceding the confinement or later than the day immediately following the confinement.

Provided that where a Bank's doctor or the registered medical practitioner certifies that the female Officer, as a result of her advanced state of pregnancy, may be required to

commence her maternity leave at any time during a period of fourteen (14) days preceding the date of her confinement as determined in advance by the Bank's doctor or the registered medical practitioner.

- 25.3 Where a female Officer abstains from work to commence her maternity leave on a date earlier than the period of thirty (30) days immediately preceding her confinement, such abstention shall not be treated as maternity leave but as sick leave under Article 26.
- 25.4 Notwithstanding the provision in 25.1 above, a female Officer shall not be entitled to any paid maternity leave if at the time of her confinement she has five (5) or more surviving children. For the purpose of this clause, "children" means all natural children, irrespective of age.
- 25.5 A female Officer shall, within a period of sixty (60) days immediately preceding her expected confinement, notify the Bank of it and the date from which she intends to commence her maternity leave.

25.6 Delivery Charges

The Bank will reimburse a female Officer an amount not exceeding RM500 per confinement in respect of two (2) confinements.

ARTICLE 26 - SICK LEAVE

- 26.1 An Officer shall be entitled to Sick Leave with full pay on the certificate of recommendation of the Bank's doctor or appropriate registered Hospital Authority & Dental Surgeon up to the period and conditions indicated below:

In respect of an Officer who is in service from 1st January to 31st December, of a year;

- (a) Not exceeding in the aggregate thirty (30) days for that year, non-cumulative, if no hospitalisation is necessary
- or
- (b) Sixty (60) days for that year, non-cumulative, if hospitalisation is necessary, provided that if the Officer is hospitalized for less than thirty (30) days in that year, his entitlement to paid Sick Leave for the year shall not exceed the aggregate of thirty (30) days plus the number of days on which he is hospitalized.

- 26.2 Sick leave entitlement for any incomplete year of service shall be calculated proportionately.
- 26.3 Where an officer is certified by the Bank's doctor, Government Hospital or General Practitioner to be ill enough to be hospitalized but is not hospitalized for any reason whatsoever, the officer shall be deemed to be hospitalized for the purpose of this Article.
- 26.4 Except in the cases of emergency where an Officer obtains medical attention from other than the Bank's doctor or where applicable from the registered Hospital Authority, or in cases where, if having regard to the nature or circumstances of the illness, the service of

the Bank's doctors are not obtainable within a reasonable time or distance, such leave as is recommended by such registered medical practitioner or registered dental surgeon will be on a no-pay basis.

26.5 For the purpose of this Article, an Officer who is on Unpaid Leave or Prolonged Illness Leave as provided for in Clause 26.6 shall be deemed to have not been in service for the period the Officer is on such leave.

26.6 Prolonged Illness Leave

a) An Officer who is certified by the Bank's doctor or an appropriate registered Hospital Authority to be mentally unsound, or suffering from illness requiring prolonged treatment, such as tuberculosis, cancer, leukemia, cerebral thrombosis shall upon confirmation of such illness by the Bank's doctor, be granted up to a maximum of six (6) months' leave on full-pay, a further six (6) consecutive months' leave on half-pay and further twelve (12) consecutive months' leave without pay.

Provided that no paid leave will be granted unless the Officer undergoes the course or treatment recommended by the Bank's doctor, or the appropriate registered Hospital Authority.

- b) Leave under the Clause will only commence after an Officer has exhausted all his entitlement under the Sick Leave and Annual Leave Article under this Agreement.
- c) Upon full recovery within the two (2) year period, the Officer may resume duty on production of a fit certificate from the appropriate medical authority.
- d) In the event of the Officer who resumed duty under clause (c) above suffers a relapse within (6) months from the time the Officer resumed duty, then the relapse shall not be treated as a new case, but as a continuation of the first case. Consequently, the leave that has already been consumed on the first instance by the Officer shall only be granted the balance unutilised leave, if any, under the clause.

26.7 If an Officer is still certified as unfit after the two (2) year period of Prolonged Illness Leave, the Officer may be retired on medical grounds with full benefits.

26.8 Disability

The Bank will, at its discretion, consider providing alternative employment to an Officer who suffers physical disablement on such terms as may be agreed between the Officer concerned and the Bank. It is to be clearly understood that such consideration will be given solely on compassionate grounds on the merits of each individual case.

ARTICLE 27 - MEDICAL BENEFITS

27.1 The Bank shall provide the following medical benefits and services to its Officers and their families:

- (a) Medical consultations including treatment by the Bank's doctor or by a Specialist on the recommendation of the Bank's doctor.
- (b) Medicines prescribed by the Bank's doctor, or by a Specialist who is recommended by the Bank's doctor.
- (c) All diagnostic tests by the Bank's doctor, or by a Specialist who is recommended by the Bank's doctor.
- (d) In cases of emergency or where the services of the Bank's doctor are not available within a reasonable time or distance, an Officer or his family members are permitted to receive out-patient medical attention or treatment from any registered medical practitioner, or private hospital other than a Specialist, and the cost will be paid by the Bank. Any subsequent treatment should be had from the Bank's doctor. In each claim under this paragraph, the Officer is required to explain in writing the nature of the emergency for the Bank to be satisfied as to its liability.
- (e) Hospitalization in a first class ward in a Government Hospital or a Bank appointed private hospital including the cost of any Specialist treatment or operation provided such hospitalization and/or treatment or operation is obtainable in Malaysia and is recommended by the Bank's doctor.
- (f) In case where hospitalization is allowed in a medical institution other than a Government Hospital or Bank appointed private hospital, the amount liable to be paid by the Bank shall not be more than the cost of hospitalization in a first class ward (inclusive of medicine and cost of surgery, if any) in the Government Hospital or such other amount as the Bank may determine.
- (g) Where, in the opinion of the Bank's doctor, specialist treatment or operation is not available in a Government Hospital or Bank's panel of private hospitals or if available but not available within a reasonable time, his recommendation with prior approval of the Bank for admission to other recognised Hospitals in Malaysia may be acceded to for admission to a first class ward, or any other class of accommodation as the Bank deems fit, provided the Bank shall not unreasonably withhold such approval.
- (h) ***The Bank shall pay for the cost of dental extraction, filling and scaling including x-ray and medication if necessary, from any registered dental practitioner subject to a maximum of RM300 per annum. However, the Bank shall pay the full cost of extraction for the officer.***

27.2 The above provisions are subject to the following provisos:

- a) a) Medical facilities shall not include the cost of artificial devices, spectacles, optician's charges, artificial dental appliances, pregnancy, pre-natal care and post-natal care confinement or abortion or miscarriage.
- b) The Bank will not provide medical benefits in respect of injuries sustained as a

result of participation in unlawful or dangerous activities on the part of an Officer or his family members.

- c) Other than in the case of an emergency (provided for in Clause [27.1 d] above), where an Officer chooses to go to a private medical practitioner (other than a Bank's doctor or Government Hospital) sick leave may be granted but the Bank shall not be liable to pay the charges incurred.
- d) Where an Officer or his family member chooses to be admitted to a private hospital instead of a Government Hospital or Bank appointed private hospital where the treatment is available, the Bank will only be liable to pay charges at the rate applicable to a first class ward in a Government Hospital. Where equivalent Government Hospital rates cannot be determined the Bank will be liable to pay only 50% of the charges billed.

27.3 **Medical Examination**

The Bank shall provide for all Officers to undergo medical examination at its expense subject to the following:

- (i) The Officer should be 35 years of age and above;
- (ii) The Officer should have served in the Bank for at least five (5) years;
- (iii) Such medical examination shall be provided once every 3 years except Officers who are 40 years and above are eligible for medical examination once every two (2) years;
- (iv) The Officer shall give his consent for the Bank to obtain the results of the Medical Examination from the doctor concerned;
- (v) The type of medical examination shall be determined by the Bank;
- (vi) The medical examination shall be obtained only from the doctors or hospitals appointed by the Bank.

27.4 For the purpose of this Article, the definition of an Officer's "family" is as follows:

- a) For a male Officer, his legal wife. (In the event that the officer has more than one legal wife, such officer shall nominate one of them only for the purpose of this clause). For a female Officer, her legal husband.
- b) Dependant children below the age of eighteen (18) years including legally adopted children or children up to the age of twenty-five (25) years who are pursuing continuous education in Malaysia on a full time basis up to the level of first degree.

27.5 For the purpose of this Article, "First Class ward" means first class two-bedded room or in the event this accommodation is not available, then the Officer shall be warded to a first class one bedded room. The Officer shall revert to a two-bedded room as soon as it is available.

ARTICLE 28 – MATRIMONIAL/ SPECIAL LEAVE

28.1 a) The Bank shall grant paid leave to an Officer not exceeding a total of ten (10) working days in any one calendar year, non-cumulative, under the following circumstances:

- i) Birth of a legal child/children pregnancy - 3 working days per
 - ii) Death of a member of Officer's immediate family - 3 working days
 - iii) Serious illness of Officer's immediate family - 2 working days
 - iv) Disaster such as flood, fire, robbery, ***burglary, break-ins and damages to property*** affecting the Officer - 2 working days
- b) Immediate family is defined as Officer's spouse, child, parents, brothers, sisters, or grandparents and parents-in-law.
- c) In the event that three (3) days under this clause is insufficient at any one time, an Officer may be granted additional days from his Annual Leave entitlement under Article 24.11.

28.2 Marriage

The Bank shall grant 12 working days Marriage Leave to an Officer on the occasion of his or her first marriage. An Officer who intends to utilize the Marriage Leave shall apply in writing stating the date on which he intends to commence such leave, and furnish the Bank with such information and particulars, or documents as may be necessary or required by the Bank, to support the leave application. The Marriage Leave shall be taken six (6) months from the date of registration of marriage.

A probationary Officer who gets married will not be entitled to any Marriage Leave during the period of probation. The Officer will become entitled to the Marriage Leave on confirmation of appointment. Such leave shall be taken within 3 months from the date of confirmation. Thereafter, the Officer shall cease to be entitled to such leave.

28.3 Examination

The Bank shall grant paid leave up to a maximum of seven (7) days per year, non-cumulative, to enable Officers to sit for examinations relevant to the Banking Industry held on working days only.

28.4 Sports

The Bank will, at its discretion, grant leave to enable Officers to represent Malaysia or the State or Federal Territory in sports activities.

FOR THE PURPOSE of application for Special Leave under this Article, an Officer is required to provide satisfactory proof to support his leave application.

ARTICLE 29 - INSURANCE

- 29.1 All Officers shall be covered under the Group Personal Accident Insurance for up to RM200,000.00 on a twenty-four (24) hours basis.
- 29.2 The Bank shall be the beneficiary of the policy and the Bank shall at its discretion administer the whole of the monies in whatever manner it deems fit.
- 29.3 The Bank shall additionally insure all Officers under a Group Term Life Insurance Policy for an amount of RM100,000.00 in the event of death of an Officer.

ARTICLE 30 RETIREMENT

30.1 Age of Retirement

- a) The date of retirement of an Officer shall be the date on which he attains the age of fifty five (55).
- b) Notwithstanding the above, the retirement age of an Officer who joined the Bank before 1st of July 1976 is the date he attains the age of fifty five (55) years or completes thirty years of service provided that:
- i) When an Officer has completed thirty (30) years of service but has not attained the age of fifty five (55), he may continue to work until he reaches the age of fifty five (55) years.
- ii) When an Officer has attained the age of fifty five (55) but has not completed thirty years of service, he may continue to work until he completes thirty (30) years of service or reaches the age of sixty (60) whichever is the earlier.
- c) An Officer may opt to retire at any time after reaching the age of fifty (50).
- d) In the absence of a birth certificate, the date of birth shown in the identity card of the Officer concerned shall be deemed to be the date of birth for the purpose of determining the retirement age. If the identity card fails to record actual month and date of birth, the retirement age shall be deemed to be on 31st December of the year provided that if the month is shown, the time of retirement shall be the last day of the month,
- e) The Bank may at its absolute discretion, offer to re-employ on contract basis any Officer who has retired.

30.2 Retirement Benefits

- a) The Bank shall contribute each month 16% of the Officer's salary for that month to the Employees Provident Fund (EPF). Such contribution shall be deemed to be inclusive of any employer's contribution to the Employees Provident Fund (EPF) as may be prescribed by law from time to time.

- b) For the purpose of this Article, salary means "wages" as defined by Section 2 of the Employees Provident Fund Act 1951.

30.3 Computation of Retirement Benefits for service up to 30th June 1982

- a) In respect of service prior to 1st July 1982, an Officer shall be entitled to retirement benefits calculated according to the then existing terms of the Bank.
- b) The lump sum retirement benefits under paragraph (a) will be paid upon retirement or as a result of medical disability at any age as certified by the Bank's panel of doctors.
- c) In the event that an Officer who is entitled to retirement benefits under paragraph (a) resigns from service, the lump sum retirement benefit will be paid into his account with the Employees Provident Fund (EPF).
- d) In the event that an Officer who is entitled to retirement benefits under paragraph (a) dies while in service, the lump sum retirement benefits will be paid to the legal personal representative of the deceased Officer.
- e) Provided that no Officer who is entitled to a lump sum retirement benefits under paragraph (a) shall be paid such benefit if he resigns to avoid dismissal or is dismissed or his services terminated in circumstances involving fraud, embezzlement or dishonesty or any other misconduct inconsistent with the express or implied terms and conditions of service.
- f) For purpose of computation of the retirement benefits under this Clause, an Officer shall be deemed to have retired on 30th June, 1982. The Bank shall notify each Officer the amount that will be payable to him under this Clause.

30.4 Pre-Retirement Leave

Officers who have completed at least twenty-five (25) years' of service up to the time of retirement shall be eligible for 30 calendar days leave to be taken one month before the date of retirement. However, an officer of any religious faith who has qualified for such leave may be granted at the Bank's discretion to utilise the leave at a stretch of any time for a religious pilgrimage to be performed overseas.

ARTICLE 31 - EXISTING BENEFITS

- 31.1 The Bank shall not remove any existing benefits being currently received daily or monthly in cash or kind by their Officer which are not covered under the present terms of this Collective Agreement except that:
 - a) benefits given in kind for a specific reason, as and when such reason ceases to exist, shall stop being given;
 - b) allowances paid for doing a specific task, as and when such task ceases to be performed by the Officer or classes of Officers concerned, shall cease to be paid.

Provided that if it is a benefit given on a personal-to-holder basis, such benefit shall cease upon the holder leaving office. And provided further that if it is a subject matter in respect of which there are already provisions in this Collective Agreement, such benefit or payments shall cease upon the coming into force of this Collective Agreement.

ARTICLE 32 – TEMPORARY OFFICERS

- 32.1 The Bank may appoint temporary or part-time Officers in abnormal circumstances such as those arising from cases of abnormal increase in volume of work, sickness, maternity, leave of absence without pay, or reorganization, on such terms and conditions as may be determined by the Bank.

However, temporary Officers will not be used to fill up vacancies in a higher position, if there are suitable existing Officer

ARTICLE 33 - SUSPENSION OF CONTRACT OF SERVICE

- 33.1 An Officer who is on approved Unpaid Leave or Prolonged Illness Leave in accordance with Article 26.6, shall be deemed to have not been in service for the period the Officer is on leave or suspension and consequently, the Officer shall not be entitled to any benefits under this Collective Agreement, except for medical benefits in the case of prolonged illness, for the duration of the period of such leave or suspension.

Provided that an Officer who is an "Officer" of Trade Union and who is on approved Unpaid Leave to enable the Officer to carry out his/her duties as an Officer of the Union shall not be deemed to have suspended his/her contract of service with the Bank for the duration the Officer is on such Unpaid Leave.

ARTICLE 34 – NEW SYSTEM & TECHNOLOGY

- 34.1 Officers who operate video display units/**headset** regularly in the performance of their daily duties for a period of six (6) months may undergo eye/**ear (inclusive audiometric)** examination by an ophthalmologist, optometrist optician or **audiologist** as may be arranged by the Bank, and thereafter at intervals of not less than twelve (12) months or as and when problems develop. The cost of such eye **and ear** examinations shall be borne by the Bank.
- 34.2 In the event that after the eye examination an Officer is recommended to wear spectacles or contact lenses for the first time, the Bank shall pay the cost of such spectacles or contact lenses subject to a maximum of RM150.00. If any Officer is already bespectacled and is recommended to change his lenses, the Bank shall pay for the cost of such lenses subject to a maximum of RM100.00.
- 34.5 For the purpose of this Article, the Bank shall not pay for the cost of contact lenses, which are meant for cosmetic purposes.

ARTICLE 35 - IMPLEMENTATION

- 35.1 Payment of arrears under this Agreement shall be confined to salary, bonus and allowances only. All such arrears shall be payable from **1st March 2008** to date of payment on or before ninety days (90) from the date of this Agreement.
- 35.2 All benefits on reimbursement basis including delivery charges will be effected on the date of signing of this Collective Agreement i.e. 3rd March 2009.
- 35.3 **Exclusion**
- The Benefits of this Agreement in respect of salary, bonus and allowances shall be paid to all Officers who are in service **on the date of signing of this Collective Agreement** and to Officers who have been promoted, or who have retired or have been medically boarded out, or who have died whilst in service, **on or after 1st March 2008**.
- 35.4 Employees who commenced employment on or after 1st March 2008 at the minimum of the salary structure will be converted to the minimum of the new salary structure.
- 35.5 Employees who commenced employment on or after 1st March 2008 at a salary above the minimum of the new salary structure will not receive any further salary adjustment and payment of arrears as per Article 35.1 above.

GRIEVANCE INFORMATION FORM
(Article 5)

Date _____

Name of Officer: _____

Department: _____

NATURE OF GRIEVANCE

(Explain in detail the nature of grievance or specific provision of the Collective Agreement which has been violated and details of complaint, if any).

(Officer's Signature)

(Union's Representative's Signature)

Acknowledgement of Head of Department/Manager of above.

(Signature)

Name: _____

Date : _____

APPENDIX II

SALARY RANGES W.E.F. FROM 1st MARCH 2008

[COMPUTED BASED ON 9% ADJUSTMENT TO THE MINIMUM SALARY AND 13% ADJUSTMENT TO THE MAXIMUM SALARY]

BENEFIT GRADE	MIN	MAX
BG50	2,470	5,410
BG51	2,750	5,980
BG52	3,020	7,400

PERFORMANCE MANAGEMENT SYSTEM GUIDELINES

The Performance Management System shall be used to assess the officer's performance and motivate officers towards higher productivity and to determine the payment of annual bonus and/or incentive (where applicable).

The Bank will ensure that the appraiser will be his/her immediate supervisor and reviewed by the next level manager. The following Guidelines shall be adhered to in conducting the Appraisal.

1. Prior notice, preferably 3 days should be given prior to initiating formal assessment of the officer's performance.
2. Officers are to be informed in writing of the performance expectation relating to the duties and responsibilities that he/she is performing.
3. At the beginning of the review period, reasonable objectives and standard/targets shall be set with the Officer, based on the objectives of the unit/department/division/Bank.
4. Performance management is an on-going process and wherever the need arises, periodical review must be undertaken to ensure that performance is on track.
5. The appraisal interview shall take place after the end of each review period. During the appraisal interview, the officers shall be informed of his performance for the period of review and the officer's comments, if any, shall be recorded. Those officers, who fall short of their objectives, will be guided and counseled towards achieving their targets and if required, an action plan shall be made to improve their areas of concern.
6. During the appraisal interview and awarding of ratings, the appraiser shall also take into consideration factors such as learning a new job, change of job, transfer, frequent or long medical leave, disciplinary cases, etc.
7. Those officers whose performance is not on track shall be counseled and where applicable, coached to improve his/her performance.
8. Those officers who are not satisfied with the appraisals conducted during the end of review period shall have the right to raise their concerns under the normal PMS appeal guidelines and subsequently, if necessary, they shall have the right to invoke the Grievance Procedure as provided in Article 5 of the Collective Agreement.
9. The officer shall be given a copy of the appraisal for his/her reference.
10. Supervisors are responsible to objectively evaluate each officer's performance as required. The Bank will give continuous attention in developing and maintaining policies, which are conducive to rewarding performing employees.