

COLLECTIVE AGREEMENT

BETWEEN

CIMB BANK BERHAD

AND

**CIMB BANK BERHAD EXECUTIVE STAFF UNION
(PENINSULAR MALAYSIA)**

(EFFECTIVE 1st JANUARY 2012 UNTIL 31st DECEMBER 2014)

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PART I STATUTORY

ARTICLE 1 - PARTIES

- 1.1 The parties bound by this agreement are CIMB Bank Berhad, a company incorporated in Malaysia and having its registered office at 5th Floor, Bangunan CIMB, Jalan Semantan, Damansara Heights, 50490, Kuala Lumpur (hereinafter referred as “the Bank”) of the one part and the CIMB Bank Berhad Executive Staff Union, Peninsular Malaysia, a Trade Union of employees registered under the Trade Union Act, 1959, and having its registered office at Level 1, CIMB Bank Berhad, No. 34, Jalan Tun Perak, 50050 Kuala Lumpur (hereinafter referred to as “the Union”) of the other part.
- 1.2 It shall be an implied term of the contract of service between the Bank and its officers, i.e. Executive Officers and Assistant Managers (hereinafter referred to as “Officers” collectively unless otherwise specified) on the rates of salaries to be paid and the conditions of employment to be observed under the contract which shall be in accordance with this agreement.
- 1.3 In the event of either the Bank or the Union changing its name or the Bank merging with other Banks or organisations or using a new banking license to the effect that the Bank is wholly or partly absorbed by the other organisations, the Articles of this agreement shall continue to cover the officers to whom this Agreement was applicable at the time the change of name or merger took place.
- 1.4 The Bank shall furnish every officer with a copy of this agreement.

ARTICLE 2 – EFFECTIVE DATE AND DURATION

This Agreement shall be deemed to have come into effect on 1st January 2012 and shall continue to remain in force until 31st December 2014 and thereafter, until superseded by a new Agreement or Award.

ARTICLE 3 - MODIFICATION AND TERMINATION

- 3.1 During the period of this agreement, neither the Bank nor the Union shall seek to alter, modify, annul or add to any of its provisions in any way whatsoever, except by an award or agreement between the parties.
- 3.2 Should any new legislation supersede, vary, repeal or add to any of the provisions of this agreement, then the relevant provisions of this agreement shall be amended accordingly. However, if the benefits contained in this agreement are more favourable, they will continue to apply, if so permitted by law. The effective date of such amendments shall be from the effective date of the new law and such amendments shall be mutually deposited with the Industrial Court for cognizance.

- 3.3 Any variations of this agreement between the parties shall be jointly deposited by the parties with the Registrar of 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 in the 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.
- 3.4 Either party may serve on the other six (6) months notice in writing to terminate this agreement together with proposals to negotiate a new agreement, but no such notice shall be given before 1st July 2014. 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 proposals by the other party.
- 3.5 In the event that the agreement is terminated in accordance with this clause, the provisions of this agreement shall, so long as the Bank is in operation and the Union is there to represent the officers employed therein, continue to be in force until and unless superseded by a new collective agreement or an award of the Industrial Court.

ARTICLE 4 - INTERPRETATION

- 4.1 Words used in this agreement to indicate male officers shall also apply to female officers except where the text clearly indicates otherwise.
- 4.2 Words in the singular include the plural and words in the plural include the singular, unless the text indicates otherwise.
- 4.3 The word "Officers" hereinafter refers to Executive Officers and Assistant Managers covered by this agreement.
- 4.4 If the Bank translates this Agreement to any other language and if there is any conflict between the versions, the English version shall be taken as authoritative.

ARTICLE 5 - PREAMBLE

- 5.1 The sole purpose of this agreement is to provide a clear understanding of the relationship between the Bank and the Union as regards the terms and conditions of employment for all officers represented by the Union, to stabilise and regulate their terms and conditions of employment for the duration of this agreement and to provide a basis for resolving misunderstanding or grievances arising during the period of this agreement.
- 5.2 Both parties acknowledge the fact that the well being of the Bank is dependant upon a common determination to work together in close cooperation. The parties to this agreement affirm their desire to create a relationship of mutual respect and confidence.

ARTICLE 6 – SCOPE OF REPRESENTATION

- 6.1 This agreement shall be binding on all officers who are Executive Officers and Assistant Managers only except those who are employed in the following category / position : -
- a) Confidential staff of Human Resources Division
- 6.2 It is mutually agreed that the Union can represent the Head of Operations / Customer Services / any other Sectional Heads who are Executive Officers and Assistant Managers. However, they shall not be involved in any industrial action whatsoever.

ARTICLE 7 - SETTLEMENT OF DISPUTES

7.1 Arbitration

Any dispute relating to the interpretation or implementation of this Agreement shall, unless settled by negotiations between the Bank and the Union, be referred to the Industrial Court in accordance with the provisions of the Industrial Relation Act, 1967.

7.2 Grievance Procedure

Definition of Grievance

A grievance is a complaint by the officer concerned which he brings to the attention of his Branch Manager or Head of Division / Department in Head Office and which is subsequently not settled.

It is the desire of the parties to this agreement that any complaint or grievance arising between an officer and the Bank, or the Union and the Bank, shall be settled as quickly as possible by the parties following the agreed procedure as set out below: -

a) Settlement of Complaint or Grievance at Office Level

If an officer has any complaint or grievance, he may present it in the "Grievance Information Form" (Appendix "A" hereto) within fourteen (14) working days to his Head of Division / Department or Branch Manager for it to be resolved. For this purpose, he may, if he so desires, be accompanied by another officer from his Office / Branch.

PROVIDED THAT if the complaint or grievance is of a common nature involving more than one (1) officer, then one (1) "Grievance Information Form" setting out the details of such complaint or grievance signed by the affected officers may be presented to the Head of Division / Department or Branch Manager.

The grievance procedure is set into motion only when an officer completes the Grievance Information Form. Complaint or grievance made verbally by an officer shall not constitute "Complaint or Grievance" as envisaged under Article 7.2.

b) Settlement of Complaint or Grievance at Human Resources Division Level

If no settlement is reached at office level within fourteen (14) working days from the date it was presented to the Head of Division / Department or Branch Manager, then the matter shall be referred to in writing to Human Resources Division which shall within twenty one (21) working days of the receipt of such complaint or grievance take such step(s) as necessary to resolve the matter with the Union. Human Resources Division and the Union shall meet on as many occasions as they deem desirable. They may keep jointly signed minutes of such meetings.

c) Settlement of Dispute at Government Level

If a complaint or grievance which is referred to Human Resources Division is not resolved after formal meetings, then a dispute shall be deemed to exist between the Bank and the Union and either the Bank or the Union, or both parties jointly, may refer the dispute to the Ministry of Human Resources for conciliation.

7.3 Rights of Parties Pending Settlement of Dispute

An officer who is required to carry out any lawful instruction by the Bank shall comply with such instructions until the dispute is settled. 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.

**PART II
EMPLOYER / UNION RELATIONSHIP**

ARTICLE 8 - RECOGNITION OF THE BANK

The Union shall recognise the rights 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 9 - RECOGNITION OF THE UNION

The Bank shall recognise the Union as the sole negotiating body in respect of officers covered by the scope of this agreement for so long as the Union retains legal rights to represent this category of officers.

ARTICLE 10 - LEAVE ON TRADE UNION BUSINESS

- 10.1 An officer intending to carry out his duties or to exercise his rights as an officer of the 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 leave applied for is for a period that is no longer than what is reasonably required for the purposes stated in the application. However, if the leave of absence involves 'Time-Off' involving less than six (6) working hours, to represent the members of his Trade Union, the officer will only be required to obtain verbal approval from his Head of Division / Department or Branch Manager or in urgent cases from Human Resources Division.
- 10.2 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 industrial matters concerning his employer. The Bank shall, at its sole discretion subject to operational requirements, grant paid leave of absence for a period not exceeding six (6) months to an officer of the Union to enable him to attend Trade Union courses, seminars or conferences. The application for such leave should be supported by a letter from the Union's Head Office.
- 10.3 For the purpose of this article, "Officers of a Trade Union" means "Officers" as defined under the Trade Union Act 1959.

ARTICLE 11 – NOTICE BOARD / CONFERENCE ROOM

- 11.1 The Union may, with the prior approval of the Bank, use the Bank's notice boards that are installed in the premises for transmitting information to its members.
- 11.2 The Bank shall, at its discretion, provide a conference room in the Bank's premises to enable the Union to conduct its activities.

ARTICLE 12 – CHECK-OFF

- 12.1 The Bank agrees to collect Union dues from its officers' monthly salary and remit the same to the Union's Head Office provided that : -
- a) The officers make a written request to Human Resources Division; and
 - b) The request shall specify the monthly subscription rate that is to be deducted.
- 12.2 A new request in writing shall be made in the event of any change in the subscription rate.
- 12.3 Nothing shall preclude the officer from withdrawing his or her consent at any time during the period of this agreement by serving the Bank and the Union thirty (30) working days' notice.
- 12.4 PROVIDED THAT nothing in this article shall preclude the Bank from ceasing to deduct Union dues at its own discretion by serving on the Union sixty (60) working days' notice. The decision of the Bank in this respect shall not constitute a grievance under Article 7.

**PART III
TERMS AND CONDITIONS OF EMPLOYMENT**

ARTICLE 13 - PROBATION AND CONFIRMATION

13.1 Direct Recruits

The normal probationary period of an officer directly recruited as Executive Officer or Assistant Manager (hereinafter referred to as "the Probationer") shall not exceed six (6) months. However, the Bank may, at its discretion, extend the probation for a further period not exceeding three (3) months.

- 13.2 During the period of probation or any extension thereof, either party (officer or Bank) may terminate employment by giving the other party fourteen days (14) days' notice or pay in lieu of notice without assigning any reason.
- 13.3 On successful completion of the probationary period or any extension thereof, the new officer shall be advised by a Letter of Confirmation.
- 13.4 Upon confirmation of a probationer, his service with the Bank shall be deemed to have commenced from the date of his first appointment as a probationer.
- 13.5 A probationer shall be paid a monthly salary at a scale applicable to him. The commencing salary shall be determined at the sole discretion of the Bank depending on, inter-alia, qualifications, experience and appointment.
- 13.6 The only other provisions of this Collective Agreement that shall apply to a probationer are the following:-

Article 14	:	Transfer
Article 16	:	Efficiency & Discipline
Article 18	:	Rates of Pay
Article 21	:	Allowances
Article 23	:	Hours of Work
Article 24	:	Rest Day
Article 25	:	Public Holiday
Article 26.5	:	Annual Leave
Article 27	:	Maternity Leave
Article 28	:	Sick Leave
Article 29	:	Medical Benefits
Article 30.1	:	Emergency Leave
Article 31	:	Insurance

ARTICLE 14 - TRANSFER

- 14.1 Transfer of Officers between Departments within the Head Office or a Branch and transfers between the Head Office and Branches and vice-versa and between Branches of the Bank within the same city or town may be made by the Bank at any time at its sole discretion.

- 14.2 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 organise his affairs. The period of time allowed in such cases shall not exceed three (3) months from the date of first notification of the transfer.

- 14.3 For the purposes of this Article, the word “outstation” shall not deem to apply to transfers from one place to another within the same town or city. The following are deemed to be in the same town or city : -
- a) Branches / Centres in Kuala Lumpur / Petaling Jaya;
 - b) Branches / Centres in Shah Alam / Kelang;
 - c) Branches / Centres in Prai / Butterworth / Penang;
 - d) Branches / Centres within a radius of fifty (50) km of each other.
- 14.4 Subject to Article 14.3 above, an officer who is transferred to another town or city and who shifts his residence shall be granted five (5) days unrecorded leave to attend to matters which may arise as a result of his transfer and the officer will be given not less than fourteen (14) days notice of such transfer.
- 14.5 However, when it involves a transfer within the same city/town, the officer concerned shall be notified of the transfer at least seven (7) days before the date of reporting to the new Branch / Head Office Department.
- 14.6 Officers who are transferred outstation other than at their own request necessitating a permanent change of residence shall be entitled to claim the following expenses.

a) Transportation of Personal Effects

The Bank shall pay the actual reasonable cost of transportation of the Officer's personal effects. However, the Officer must obtain prior approval from the Bank.

b) Temporary Accommodation / Meal Allowance

The Bank shall provide a maximum of ten (10) days accommodation in a hotel of the Bank's choice. In the event hotel accommodation is not provided, the officer will be entitled to claim accommodation without receipt.

The entitlement for accommodation and meal allowance will be as per the Allowance for Outstation Duty (Appendix “C”), subject to the following:-

Accommodation		Meal Allowance	
Staff & Spouse	1 factor	Staff	1 factor
Children who are his/her dependant	½ factor each	Spouse	1 factor
		Children who are his/her dependant	½ factor each

c) Travelling Expenses

The Bank shall pay the cost of first class rail fare for the officer, his spouse and children to travel to the new place of work by the most direct route. If the officer and his family travel by his own car, then the mileage at the rate of 90 sen per kilometre will be paid.

d) Transfer Allowance

A fixed one-time transfer allowance of RM2,000 for married officers and RM1,000 for single officers shall be paid by the Bank upon the outstation transfer.

e) Outstation Transfer Housing Allowance

Subject to the proviso Article 14.3, officers who are transferred to another town or city and who shifts residence shall be entitled to a Housing Allowance of RM400.00 per month. This Housing Allowance shall cease when the officer is transferred back to his home base or had avail himself to a staff housing loan in his new base. For purpose of implementation of this Article, officers who are transferred on or after 1 July 2010 shall be entitled to this Housing Allowance and the home base shall be defined as the branch/centre/office where the officer was based as at 30 June 2010.

- 14.7 The Bank shall not be liable for transfer expenses incurred, if the transfer was carried out at the officers' request.
- 14.8 The Bank may grant an advance to the officer concerned, if so requested but the same will be adjusted by the Bank when the final claims for transfer are received by the Bank. The amount of advance shall be determined by the approving authority at its discretion and shall not exceed the estimated total eligible expenditure to be borne by the officer on transfer. The officer shall submit his claim within one (1) month of his effective date of transfer. If he fails to submit his claim within the stipulated period, the Bank has the right to recover the full amount from the officer's salary.

ARTICLE 15 - PROMOTION

- 15.1 Where a vacancy occurs in a higher grade, the Bank may consider promotion from amongst serving officers. However, this shall not restrict the right of the Bank to recruit externally at its sole discretion.
- 15.2 Officers promoted from Executive Officers to Assistant Managers shall receive an adjustment in the newly promoted grade. This excludes the normal increment for the year.

ARTICLE 16 – EFFICIENCY AND DISCIPLINE

16.1 Serious Misconduct / Indiscipline or Inefficiency

The Bank may impose on the officer any of the following disciplinary actions in the event of misconduct, indiscipline or inefficiency:-

- a) Written warning; or
- b) Suspend without pay for a period not exceeding fourteen (14) days; or
- c) Deferment of increment for a period not exceeding twelve (12) months; or
- d) Stoppage of increment for a period not exceeding two (2) years; or
- e) Stoppage of bonus; or
- f) Downgrade the officer; or
- g) Terminate the service of the officer by giving one (1) month's notice or pay in lieu; or
- h) Summary dismissal

16.2 Suspension

To facilitate investigation or pending a Domestic Inquiry, the Bank may suspend the Officer concerned from work with full pay.

16.3 Inquiry

- a) Before any disciplinary punishment is imposed, 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 accompanied by a Trade Union official who may participate in the inquiry. The Bank's decision shall be notified to the officer in writing.
- b) Inquiry notes of a Domestic Inquiry shall be given to the officer concerned upon his request and him agreeing to sign the inquiry notes in acknowledgement

16.4 Right to Appeal

An officer, on whom any form of disciplinary punishment is imposed as provided for in this article, shall have the right to appeal to the next higher authority of the Bank within thirty (30) days from the date of notification to the person or thirty (30) days from the date of posting of decision, provided that any action already taken by the Bank shall stand while the appeal is being processed. Such an appeal shall not be deemed as an admission of guilt by the appellant. The Bank shall communicate and notify the officer on the outcome of the appeal within thirty (30) days from the date of the appeal.

- 16.5 When an action is taken by the Bank against the officer under this article, the officer cannot invoke the 'Grievance Procedure'.

ARTICLE 17 - TERMINATION

- 17.1 Other than in 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 a confirmed officer may at any time, give three (3) months' notice to the other to terminate employment. Such notice shall be in writing.
- 17.2 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.

ARTICLE 18 – RATES OF PAY

- 18.1 The Bank shall pay every officer a monthly basic salary.
- 18.2 Effective 1st January 2012, all Executive Officers and Assistant Managers shall be paid in accordance with the Salary Range as set out in Appendix 'B1' herein annexed.
- 18.3 Salary Conversion**

The mode of salary conversion for confirmed Officers who are in service on **31st December 2011** shall be equivalent to the basic salary of the officer as at **31st December 2011** multiplied (x) by **the percentage of adjustment as per the matrix in Appendix 'B2' herein annexed.**

Any fraction of the Ringgit after conversion will be rounded up to the next Ringgit.

For Officers whose salary is below the new minimum of the Grade, it shall be adjusted to the minimum.

For Officers whose salary exceeds the maximum of the Grade after the adjustment/**increment**, their salary shall then remain at the maximum of the Grade.

For officers whose salary has reached the maximum of the salary range, a lump sum payment shall be made based on the formula of twenty four (24) times nine percent (9%) of the maximum salary, payable over two (2) equal tranches.

For Officers whose salary reaches the maximum of the salary range after the adjustment of nine percent (9%), a lump sum payment shall be made based on the difference between the amount after the adjustment and the maximum salary times twenty four (24), payable over two (2) equal tranches.

For Officers whose salary reaches the maximum of the salary range not after the adjustment but pursuant to the January 2012 increment, a lump sum payment shall be made based of the difference between the amount after increment and the maximum salary times twenty four (24), payable over two (2) equal tranches.

For the above lump sum payments, the first payment will be effected on (i) one (1) month upon the signing of this Collective Agreement or (ii) the next payroll date, whichever is later. The second payment shall be made together with the salary payment for January 2013.

For Officers whose salary reaches the maximum of the salary range not after the adjustment but pursuant to the July 2012 increment, a lump sum payment shall be made based on the difference between the amount after increment and the maximum salary times eighteen (18) payable over two (2) tranches. The first lump sum payment consisting of one third of the payout will be effected on (i) one (1) month upon the signing of this Collective Agreement or (ii) the next payroll date, whichever is later. The remaining payment shall be made together with the salary payment for January 2013.

Officers whose salary reaches the maximum salary range but who will be attaining retirement prior to the respective payout period(s) will, subject to the limits as stipulated above, have their payouts based on the remaining period from January 2012 to the retirement date.

Officers whose salary is at the maximum of the salary range after the January 2013 increment shall not be eligible for any lump sum payment.

ARTICLE 19 - ANNUAL INCREMENT

- 19.1 A confirmed officer shall be entitled to receive an annual increment on the applicable incremental date until he reaches the maximum of his salary scale unless his increment has been deferred or stopped. The annual increment quantum shall be as set out in Appendix "B1" herein annexed.

The Bank may, at its sole discretion, consider granting an officer who has reached the maximum of his salary scale an increment on the applicable incremental date. Such increment amount, nevertheless, shall be determined by the Bank and granted on a personal-to-holder basis.

- 19.2 All existing officers will continue with their existing annual incremental date; i.e. January or July, whichever is applicable.
- 19.3 The incremental date of all other officers first appointed or promoted to the salary scale on or after 1st January but not later than 30th June shall be 1st January of each subsequent year.

The incremental date of all other officers first appointed or promoted to the salary scale on or after 1st July but not later than 31st December shall be 1st July of each subsequent year.

- 19.4 For the purpose of this Article, "Salary Scale" means the salary scale applicable to Executive Officers and Assistant Managers.

ARTICLE 20 - BONUS

- 20.1 The payment of annual bonus shall be at the sole discretion of the Bank and will be effected as and when declared by the Bank.
- 20.2 The quantum of bonus payable, if declared, will be based on the individual performance of the officer as well as the financial performance of the Bank.
- 20.3 Officers who retire or medically boarded out due to ill-health or disablement or died whilst in service during the financial year are entitled to payment of proportionate bonus, subject to Article 20.2 above.
- 20.4 Where an officer is still on probation at the end of a financial year, he will be paid a proportionate amount of bonus subject to Article 20.2 above, only when he is subsequently confirmed in his appointment.
- 20.5 Where a confirmed officer has less than 12 months service as at the end of the financial year, he will be entitled to a proportionate amount of bonus subject to Article 20.2 above.

ARTICLE 21 - ALLOWANCES

21.1 Work Outside Normal Hours

An officer, who is required to work outside the normal hours of work shall be paid a meal allowance as follows : -

- | | | |
|--|---|---------|
| a) For work not less than 1 hour | - | RM20.00 |
| b) For work not less than 2 hours | - | RM30.00 |
| c) For work not less than 3 hours and more | - | RM50.00 |

21.2 Work on Additional Rest Day, Rest Day and Public Holiday

An officer, who is required to work on additional rest day, rest day or public holiday shall be paid a meal allowance as follows : -

- | | | |
|---|---|----------|
| a) Up to 4 hours worked | - | RM60.00 |
| b) Beyond four (4) hours and up to seven (7) hours worked | - | RM120.00 |
| c) Beyond seven (7) hours worked | - | RM220.00 |

21.3 Call Back

During the leave, an officer may be called back for duty with his consent. The officer shall be compensated as follows : -

- a) Reimbursement of travelling expenses to and from location of leave at time of call back;
- b) An allowance for meal and lodging equivalent to outstation duty allowance for the period he is on duty during leave; and
- c) Restoration of leave entitlement for the number of days he is on duty during leave, including travelling time.

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.

21.4 Outstation Duty

An officer who is required to work in a Branch/Centre/Head Office Department other than in the place where he normally works shall be entitled to an allowance subject to the conditions specified hereunder:-

a) Duty involving travel up to 30 kilometres

For duty in Peninsular Malaysia involving travel up to a distance of or within a radius of thirty (30) kilometres from normal place of work, an officer shall not be entitled to any payment other than the payment of transport charges as per Articles 21.5.

b) Duty involving travel beyond 30 kilometres and not requiring overnight stay

For duty in Peninsular Malaysia involving travel beyond a radius of thirty (30) kilometres from normal place of work and not requiring overnight stay, an Officer shall be entitled to payment for meal applicable as per Appendix "C" and transport charges as per Article 21.5.

c) Duty involving travel beyond 30 kilometres and requiring overnight stay

For duty involving travel beyond a radius of thirty (30) kilometres from normal place of work and requiring overnight stay, an officer shall be entitled to payment for accommodation, meal allowance and transport applicable.

d) Other Expenses

Where an officer is entitled to hotel accommodation, the Bank will pay actual expenses incurred for laundry, tips, portage, etc. not exceeding ten (10) percent of hotel bills.

- e) For the purpose of this Clause, the details of the allowance mentioned herein are contained in Appendix "C".
- f) An Officer who is required to perform relief work within the same Branch/Centre/Head Office Department shall not be entitled to any payment under this Clause.

21.5 Transport

The Bank shall provide transport to an officer who is required to travel in the course of his duty or reimburse him with the 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 90 sen per kilometre plus parking and toll charges as per receipts. If travel by air is required, an Officer is entitled to travel by economy class. The Bank shall, at its own discretion, determine the mode of transport to be used for outstation travel.

An officer who is required to perform relief work within the same Branch/Centre/Head Office premises shall not be entitled to any payment under this clause.

21.6 Shift

An officer who is required to perform shift work shall be paid a Shift Allowance as follows:-

Two/Three shift cycle - RM250.00 per month

ARTICLE 22 – STAFF LOANS

- 22.1 Officers are eligible for housing loan, renovation loan, vehicle loan, sundry loan and festival advance. Such loans may be granted at the sole discretion of the Bank and subject to the terms and conditions as the Bank may impose from time to time.
- 22.2 Interest on all staff loans will cease to accrue upon the death or permanent disablement of the officer excluding housing loans if Mortgage Redemption Term Assurance is available.
- 22.3 The Bank shall set-off any staff loan outstanding upon death or permanent disablement of an officer from the proceeds of the Group Term Life policy and/or from the proceeds of Group Personal Accident policy taken by the Bank.

ARTICLE 23 - HOURS OF WORK

23.1 Normal hours of work

The normal hours of work for an officer shall be thirty-nine (39) hours a week. In a particular week, there shall be five (5) full working days, i.e. the first four (4) days of which shall consist of eight hours (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).

a) The normal hours of work are as follows:-

i. In States Where the Rest Day is a Sunday

Monday to Thursday	-	8.45 a.m. to 5.45 p.m.
Friday	-	8.45 a.m. to 4.45 p.m.

ii. In States Where the Rest Day is a Friday

Sunday to Wednesday	-	8.45 a.m. to 5.45 p.m.
Thursday	-	8.45 a.m. to 4.45 p.m.

23.2 Lunch hour for Friday:-

a) For Muslim staff who perform Friday prayers:-

12.30 p.m. - 2.30 p.m.

b) For staff (Non-Muslim and Muslim who do not perform Friday prayers), one (1) hour lunch break either:-

From 12.00 noon to 1.00p.m.

or

From 1.00 p.m. to 2.00 p.m.

23.3 The commencing and ending points of normal hours of work of an officer shall be according to operational needs as determined by the Bank from time to time. Should there be any Grievance, it will be dealt with by the Union and the Bank.

23.4 It is recognised that as and when necessary, according to operational needs of the Bank, an officer may be required to work beyond the working hours prescribed in clause 23.1 above. An officer who is required to work outside normal hours of work shall be paid Meal Allowance as per clause 21.1 of Article 21.

23.5 Shift Work

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

b) For the purpose of the above 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 (2) or more shifts and "Day" for the purpose of shift work means a continuous period of twenty-four (24) hours beginning at any point of time.

ARTICLE 24 - REST DAY

24.1 Every officer shall be allowed in each week a rest day. Such a rest day, unless altered by prior notice, shall be a Sunday or Friday of the week as applicable to each state.

24.2 Every officer shall be allowed an additional rest day on every Saturdays of each month.

24.3 An officer who is required to work on a rest day / additional rest day shall be paid meal allowance as per clause 21.2 of Article 21.

ARTICLE 25 - PUBLIC HOLIDAYS

25.1 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.

25.2 An officer who is required to work on a public holiday shall be paid meal allowance as per clause 21.2 of Article 21.

ARTICLE 26 - ANNUAL LEAVE

26.1 The annual leave entitlement for Executive Officers and Assistant Managers are as follows:-

Calendar year (continuous service in the Bank)

1st to 5th Calendar Year	-	25 working days
6th Calendar year and above	-	30 working days

26.2 Confirmed officers who have not completed the first twelve (12) months of service with the Bank shall be entitled to a proportionate leave calculated on a monthly basis.

26.3 Officers are permitted to utilise their annual leave entitlement from 1st January to facilitate smooth implementation of the leave programme.

26.4 Proportionate leave

Leave entitlement for any incomplete year shall be calculated proportionately. For the purpose of calculation, any fraction of a day of annual leave which is less than one half (1/2) of a day shall be disregarded and where the fraction of a day is one half (1/2) or more, it shall be deemed to be one (1) day.

26.5 An officer who is on probation will be entitled to proportionate leave on earned basis.

26.6 Annual leave shall be taken in accordance with an annual leave roster to be drawn up by the Bank at the beginning of each calendar year. Provided that ten (10) days of annual leave entitlement is excluded from the leave roster for the purposes of attending to contingencies which do not qualify for leave under Article 30.

26.7 Officers who intend to utilise their leave on dates otherwise than as rostered shall make a written application at least seven (7) days in advance and the Bank may, subject to operational requirements and provided the leave of other officer(s) can be re-rostered, grant such application.

26.8 When an officer who is on paid leave becomes entitled to sick leave or maternity leave or special leave or trade union leave while on such annual leave, the officer shall be granted such 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 such leave is so granted. PROVIDED THAT such leave shall not be automatically utilised to extend the approved annual leave or maternity leave without the approval of the Bank.

26.9 An officer's request for leave should not be unreasonably withheld and the Bank shall inform the officer in advance in the event his application for leave is not approved. In the absence of such notice, the leave is deemed to be approved.

26.10 The Bank reserves the right to arrange or re-arrange leave programmes for their officers in accordance with operational needs.

26.11 The annual leave entitlement of an officer shall be granted in accordance with the provisions of this Article and where an officer fails to take leave, he should thereupon cease to be entitled to such leave.

26.12 Accumulation of annual leave

An officer may accumulate his annual leave subject to compliance of the following conditions:-

- a) An officer may automatically accumulate not more than half (1/2) of his current leave entitlement for the year.
- b) At any one time, an officer can only accumulate up to a maximum of forty (40) days of annual leave. Annual leave in excess of forty (40) days as at 31st December will be automatically forfeited unless prior written approval of Human Resources Division has been obtained due to exigencies of duties.
- c) Prior written notice of at least three (3) weeks must be given to the Bank stating when such accumulated leave is to be utilised.

26.13 Payment in lieu of Annual Leave

Payment may be made on the basis of actual salary earned per day in respect of annual leave that is outstanding but not taken at the time of death or resignation of an officer. Actual salary earned per day shall be computed as follows:-

$$\frac{\text{Monthly basic salary}}{26} \quad \times \quad \text{No. of days of unutilised annual leave}$$

- 26.14 Where an officer gives notice of resignation, the requisite period of notice may be reduced by the amount of leave due to the officer.

ARTICLE 27 - MATERNITY LEAVE

- 27.1 Every female officer shall be entitled to paid maternity leave for a period of ninety (90) consecutive days in respect of each confinement.

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

PROVIDED THAT where a Bank's panel doctor or a registered medical practitioner certifies that the female officer, as a result of her advanced stage of pregnancy is unable to perform her duties satisfactorily, the officer 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 panel doctor or registered medical practitioner.

- 27.3 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 28.

- 27.4 Notwithstanding the provisions of clause 27.1, 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.

- 27.5 A female officer shall, within a period of ninety (90) days immediately preceding her expected confinement, notify the Bank of it and the tentative date from which she intends to commence her maternity leave.

ARTICLE 28 - SICK LEAVE

- 28.1 An officer shall be entitled to sick leave with full pay on the certificate of recommendation of the Bank's panel doctor or appropriate Government Hospital authority in Malaysia (including registered 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 the year, non cumulative, if no hospitalisation is necessary, or
 - b) Sixty (60) days for the year, non-cumulative, if hospitalisation is necessary, provided that if the officer is hospitalised 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 hospitalised.
- 28.2 Sick leave entitlement for any incomplete year of service shall be calculated proportionately.
- 28.3 When an officer is certified by the Bank's panel doctor or Government Hospital authority to be ill enough to be hospitalised but is not hospitalised for any reason whatsoever, the officer shall be deemed to have been hospitalised for the purpose of this Article.
- 28.4 The Bank may, at its own discretion, grant sick leave with or without pay in excess of the number of days provided in clause 28.1 of this Article only in cases where the Bank's panel doctor or the Government Hospital authority or any registered medical practitioner certifies in writing that the illness or injury sustained is serious enough to incapacitate him from the performance of his duties.
- 28.5 In all cases of emergency, having regard to the nature or circumstances of the illness, officers are permitted to receive medical attention or treatment from any medical practitioner and the recommendation for leave, if any, issued by such registered medical practitioner will be accepted.
- 28.6 Any period of sick leave or hospitalisation during annual leave shall be treated as sick leave provided that it is supported by a medical certificate issued by a medical practitioner or Registered Dental Surgeon in accordance with the provisions of this Article.
- 28.7 Where an officer repeatedly chooses to go to a non-panel medical practitioner/hospital without prior approval of the Bank, sick leave granted will be on "no-pay" basis, and the Bank shall not be liable to pay the charges incurred.

28.8 Prolonged Illness Leave.

An officer who is certified by a Bank's panel doctor or appropriate Government Hospital authority or any Private Hospital approved by the Bank to be mentally unsound or suffering from illness requiring prolonged treatment such as Tuberculosis, Cancer, Leukaemia or Cerebral Thrombosis or any other serious illness shall, upon confirmation of such illness by the Bank's panel doctor, be granted up to a maximum of six (6) month's leave on a full pay, a further six (6) consecutive month's leave on half pay and a further twelve (12) consecutive month's leave without pay.

PROVIDED THAT no pay leave will be granted unless the officer undergoes the course of treatment recommended by the Bank's panel doctor or appropriate Government Hospital authority or any private hospital approved by the Bank.

28.9 Upon recovery within the two (2) year period, the officer may resume duties on production of a fit for work duty certificate from the appropriate medical authority.

28.10 If an officer is still certified as unfit for duty after the two (2) year period of prolonged illness leave, the officer may be retired on medical grounds with full benefits.

28.11 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.

28.12 Medically Boarded Out

a) An officer who has been granted continuous medical leave as prescribed under Clause 28.8, based on the recommendation by the Bank's panel doctor or the Government Hospital Authority that he needs to be further examined, the Bank may arrange for him to be examined by a panel comprising three (3) medical practitioners to determine his continued service in the Bank or to take other action as deemed appropriate.

b) For officer undergoing traditional treatment locally or overseas, the Bank may exercise its discretion to treat the officers as medically boarded out based on the merit of each case.

28.13 For the purpose of this Article, registered medical practitioner means a medical practitioner registered under the Malayan Medical Act 1971. This means that the Bank will only accept medical certificates issued by medical practitioner registered in Malaysia for the purpose of paid Sick Leave under this Article.

Medical certificates issued by medical practitioners from outside Malaysia will not be accepted by the Bank for the purpose of paid Sick Leave but may, subject to the Bank being satisfied as to the circumstances, be accepted as a reasonable excuse for absence from duty. Such sick leave will be on a no-pay basis.

ARTICLE 29 – MEDICAL BENEFITS

29.1 Eligibility

a) Male Officer

- i. Legal first wife.
- ii. Children below the age of twenty-one (21) years including legally adopted children as long as they are not gainfully employed.
- iii. Disabled children above the age of twenty-one (21) years who are not gainfully employed, subject to a maximum of RM1,500-00 (non-cumulative) per officer's family per calendar year.

b) Female officer

- i. Legal husband

This provision shall only apply to a female Officer's legal husband who is not gainfully employed or to a legal husband who is employed but whose employer does not provide for any medical benefits.

Notwithstanding the above, the Bank may at its' discretion consider extending the medical benefits based on the merit of each case.

- ii. Children below the age of twenty-one (21) years including legally adopted children as long as they are not gainfully employed.
- iii. Disabled children above the age of twenty-one (21) years who are not gainfully employed, subject to a maximum of RM1,500-00 (non-cumulative) per officer's family per calendar year.

29.2 Benefits

a) Outpatient Treatment

- i. The Bank shall provide the following medical benefits and services to its officers and their families:-
 - (a) Medical consultation, including treatment prescribed by the Bank's panel doctor or by a specialist on recommendation of the Bank's panel doctor;
 - (b) Medicines prescribed by the Bank's panel doctor or by a specialist who is recommended by the Bank's panel doctor;
 - (c) All diagnostic tests recommended by the Bank's panel doctor or by a specialist who is recommended by the Bank's panel doctor;
 - (d) Dental treatment, i.e. scaling, normal filling and extraction charges including x-ray and medication if necessary, from any registered dental practitioner.

- ii. In cases of emergency, officers and their families are permitted to receive out-patient medical attention or treatment from any registered medical practitioner and the cost will be paid by the Bank. In each claim under this clause, an officer is required to explain in writing the nature of the emergency for the Bank to be satisfied as to its liability. Any follow-up treatment should be from the Bank's panel doctor unless prior approval of the Bank is obtained.

However, in non-emergency cases, (including specialist treatment) the Bank's liability is limited to RM40.00 per visit.

- iii. In exceptional circumstances, upon the written request of an officer that after a reasonable period of treatment by the Bank's panel doctor, his complaint has not shown any improvement, the Bank may, after consultation with the Bank's panel doctor, or the appropriate Government/Private Hospital Authority, agree to the officer consulting another registered medical practitioner or other registered specialist.

b) Hospitalisation

- i. Expenses to be borne by the Bank:-

Panel Hospital

- Room charges - RM170-00 per day.
- Consultation / Medication / Surgery - All expenses will be met by the Bank.

Non-Panel Hospital

(Emergency basis or upon referral by the Bank's panel doctors)

- Room charges - RM170-00 per day.
- Consultation / Medication / Surgery - 80% of the relevant charges to be borne by the Bank. The remaining 20% shall be borne by the officers concerned.

- ii. Expenses to be borne by the officer:-

- Artificial devices.
- Artificial dental appliances.
- Labour ward / delivery room / operation theatre charges in case of delivery.
- Abortion.
- Miscellaneous items (e.g. telephone, newspapers, etc.)

- iii. Hospitalisation charges on maternity will be defrayed by the Bank up to a maximum of five (5) occasions only during service as an officer. The expenses to be borne by the Bank will include delivery charges, subject to the following:-

- Normal delivery:-
Maximum of RM1,000-00 per occasion.
- Other than normal delivery (i.e. caesarean / forceps / vacuum, etc.):-
Maximum of RM1,500-00 per occasion.

29.3 The Bank will not provide medical benefits in respect of self-inflicted injuries sustained as a result of participation in wrongful or dangerous activities on the part of the officer.

29.4 If and when any form of national health service or other type of Government sponsored medical benefit is introduced, the question of medical benefits for officers will be re-examined jointly and to the extent that if any newly introduced medical benefits are adequate, the Bank will be absolved from the responsibility of paying for them.

29.5 (a) All medical benefits provided under this Article are confined only to expenses in Malaysia. The Bank will not be liable for any medical expenses incurred by officers outside Malaysia except where an officer is on official duty or required by the Bank to undergo training outside Malaysia.

(b) Where in the opinion of the Bank's panel doctor or by the appropriate Government Hospital authority that a particular specialist treatment or operation is not available locally, recommendation for admission to other recognised hospital overseas may be acceded to at the sole discretion of the Bank.

29.6 Medical Examination

a) The Bank provides for all officers to undergo medical examination (executive profile) with prior approval of the Bank, subject to the following:-

	<u>Coverage</u>	<u>Eligibility</u>
i.	Above 40 years old	Once a year
ii.	35 - 40 years old	Once in two (2) years
iii.	Below 35 years old	Once in three (3) years
iv.	Officers with less than 3 years of service	Not eligible

However, the Bank may at its discretion, reconsider the eligibility based on the merit of each case.

b) The Bank shall reserve the right to instruct an officer suspected to be dependant of drug abuse and / or for whatever reasons deemed necessary, to undergo medical examination prescribed by the Bank's panel doctor or Government Hospital authority.

ARTICLE 30 - CASUAL LEAVE

30.1 Emergency Leave

The Bank may, at its sole discretion, grant officers paid emergency leave not exceeding three (3) working days at any one time or not more than a total of ten (10) working days in any one calendar year in the event of death or serious illness of an officer's spouse, children, parents, brothers, sisters, brothers-in-law, sisters-in-law, parents-in-law, grandparents or in the case of disasters such as flood, fire or burglary, which affects the officer's person and/or property or in the event of birth of an officer's child.

In the event that three (3) days are insufficient at any one time, the officer may be granted additional days from his current unutilised annual leave entitlement.

30.2 Marriage Leave

The Bank shall grant ten (10) consecutive working days on the occasion of an officer's first marriage in his employment with the Bank. An officer who intends to utilise 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 of documents as may be necessary or required by the Bank to support the leave application.

Such leave shall be taken within six (6) months of the officer's marriage.

30.3 Examination Leave

The Bank shall grant paid leave up to a maximum of seven (7) days (non-cumulative) in any one (1) calendar year to enable officers to sit for examinations relevant to the banking industry

30.4 Sports Leave

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

30.5 (a) Leave for Haj

The Bank may, at its discretion, grant a maximum of thirty (30) working days of unrecorded leave to its officers (muslim only) to perform their Haj after completion of five (5) years of service as an officer. The leave will be granted only once during the tenure of his service.

(b) Retirement Leave

Officers who have completed at least twenty-five (25) years of continuous service with the Bank up to the time of retirement shall be eligible for 30 Calendar days leave to be taken one (1) month before the date of retirement.

However, an officer of any religious faith who has qualified for such leave may, at the Bank's discretion, utilise the leave at a stretch at any time for a religious pilgrimage to be performed overseas.

30.6 National Service

Any period of National Service undergone by an Officer while in the employment of the Bank shall be counted as continuous service with the Bank.

ARTICLE 31 – INSURANCE

- 31.1 The Bank shall insure every officer on a twenty-four (24) hour basis to the amount of ninety-six (96) times his last drawn salary in the event of death or total permanent disablement arising from robbery or attempted robbery or accident and in the event of permanent / partial disablement arising from the same circumstances.
- 31.2 The Bank shall also provide Group Term Life policy equivalent to thirty (30) times the last drawn salary. However, the Bank may require the officers to undergo medical check-up.

ARTICLE 32 - RETIREMENT

32.1 Age of Retirement

The date of retirement of an officer shall be upon attaining the age of fifty-five (55) years except for an employee who enter the service of the Bank prior to 1/10/1999 and is an officer as at 31/12/2005, the age of retirement shall be upon attaining the age of sixty (60) years.

Notwithstanding the above, an Officer may opt to retire upon attaining the age of fifty (50) years.

- 32.2 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 the actual month or date of birth, the retirement age shall be assessed to be 31st December of the year, provided that if the month is shown, the date of retirement shall be the last day of the month.

32.3 Retirement Benefits

Effective 1 August 2010, 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 as may be prescribed by law from time to time. Thereafter, effective 1 August 2010, the Retirement Benefits Scheme for eligible employees shall be deemed to have been dissolved.

- 32.4 For the purpose of Clause 32.3 above, salary means "wages" as defined by Section 2 of the Employees Provident Fund Act, 1991.

- 32.5 For officers with Bank's contribution of 12% to the Employee Provident Fund and is eligible for Retirement Benefits as at 31 July 2010, the Bank shall pay a monthly fixed allowance on personal-to-holder basis based on 2% of the officers new salary as at 31 July 2010, subject to the following:
- a) There will be no future revision to this allowance, notwithstanding changes in salary; and
 - b) Allowance shall remain unchanged even upon promotion to other grades.

ARTICLE 33 - RETRENCHMENT

The Union shall be consulted of the Bank's intention to carry out any retrenchment exercise affecting the officers. The Bank shall carry out the retrenchment exercise in compliance with the Code of Conduct for Industrial Harmony.

ARTICLE 34 – SUSPENSION OF CONTRACT

An officer who is on approved unpaid leave or on prolonged illness leave in accordance with Clause 28.8 of this Collective Agreement shall be deemed to have not been in service for the period the officer is on such leave and consequently, the officer shall not be entitled to any benefits under the Collective Agreement, except for medical benefits in the case of prolonged illness, for the duration of the period of such leave. However, all benefits will be restored upon commencement of duty with the Bank.

PROVIDED THAT an officer who is an "officer" of a 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 35 – SPECTACLES / OPTIC TREATMENT

- 35.1 Officers who operate video display unit regularly in the performance of their daily duties for a period of six months may undergo eye examination by any ophthalmologist, optometrist or optician 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 examination shall be borne by the Bank.
- 35.2 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 RM220.00. 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 RM110.00.
- 35.3 For the purpose of this Article, the Bank shall not pay for the cost of contact lenses which are meant for cosmetic purposes.

ARTICLE 36 – EXISTING BENEFITS

36.1 The Bank shall not remove any existing benefits being currently received daily or monthly in cash or in kind by the Officers which are not covered under the present terms of this 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 the doing of a specific task, as and when such task ceases to be performed by the officers concerned shall cease to be paid.

36.2 PROVIDED THAT if it is a benefit given on a personal-to-holder basis, such benefits 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, benefits of payment shall cease upon the coming into force of this Collective Agreement.

ARTICLE 37 – IMPLEMENTATION

The salaries and allowances that are revised to a higher amount or newly introduced in this Agreement shall come into force with effect from 1st January 2012, except as otherwise stated.

ARTICLE 38 - EXCLUSION

The benefits of this Agreement in respect of salary and allowances shall apply only to officers who are in service on the date of signing of this Agreement, and to officers who have been promoted, or have retired, or have been medically boarded out, or who have died whilst in service, on or after 1st January 2012.

ARTICLE 39 – SEXUAL HARASSMENT

The Union and the Management recognise the problem of sexual harassment in the workplace and are committed to eradicate it.

As a guide, reference will be made to the Code of Practice on the Prevention and Eradication of Sexual Harassment in the Workplace issued by the Ministry of Human Resources.

A grievance under this Clause will be handled with all possible speed and confidentiality. In settling the grievance, disciplinary action will be taken against employees and supervisors who are found to have engaged in any activity prohibited under this clause.

ARTICLE 40 – PAYMENT OF ARREARS

Payment of arrears under this Collective Agreement shall be confined to salary, bonus and allowances only. All such arrears shall be effective from 1st January 2012 and shall be payable within sixty (60) days from the date of signing of this Collective Agreement.

ARTICLE 41 – HEALTH SAFEGUARDS

The Union may raise matters within the provisions of OSHA 1994 relating to staff safety at work place with Human Resources Division.

APPENDIX 'A'

**GRIEVANCE INFORMATION FORM
(ARTICLE 7)**

Name of Officer* : Date:.....
Department :

Nature of Complaint/Grievance
(Explain in detail the nature of complaint / grievance with reference to the specific provisions of the agreement where applicable)

.....
(Officer's Signature)

.....
(Union's Representative's Signature)

(Name*)

Acknowledgement by Head of Department

.....

Name*

Date

(*In Block Letters)

APPENDIX 'B1'

**SALARY RANGE
(ARTICLE 18 and 19)**

CORPORATE RANK	MIN	MAX	MINIMUM INCREMENT*
Executive Officer (Grade 35)	RM 2,700.00	RM 8,033.00	RM 300.00
Assistant Manager (Grade 36)	RM 3,200.00	RM 10,932.00	RM 350.00

* For the purpose of determining annual increment, the Bank may grant more than the minimum increment as provided for in the salary range table here above. Such extra amount or percentage determined nevertheless shall be subject to the individual performance of an Officer for the year of assessment.

Henceforth, the minimum increment quantum as per table here above, besides any payment above the minimum increment, shall remain unchanged in the future unless mutually agreed by both parties.

APPENDIX 'B2'

**MATRIX FOR SALARY ADJUSTMENTS
(ARTICLE 18)**

GRADE	SALARY RANGE		ADJUSTMENT
	FROM	TO	
35	2,300	5,100	10%
	5,101	8,033	9%
36	2,850	6,800	10%
	6,801	10,932	9%

APPENDIX 'C'**ALLOWANCE FOR OUTSTATION DUTY
(CLAUSE 21.4)**

NO	ITEM	RATE		
1.	West Malaysia	Without Receipt		
a.	Lodging	The Bank shall provide the officers with accommodation at a hotel of the Bank's choice		RM70.00
b.	Meal	<u>Up to 6.00 p.m.</u>	<u>After 6.00 p.m. up to 12 Midnight</u>	<u>After 12 Midnight</u>
		Actual or RM35.00	Actual or RM35.00	Actual or RM35.00
c.	Others	Actual expenses incurred for laundry, tips, portorage etc., not exceeding 10% of hotel bills		
2.	East Malaysia / Singapore	Without Receipt		
a.	Lodging	The Bank shall provide the officers with accommodation at a hotel of the Bank's choice		RM80.00
b.	Meal	<u>Up to 6.00 p.m.</u>	<u>After 6.00 p.m. up to 12 Midnight</u>	<u>After 12 Midnight</u>
		Actual or RM50.00	Actual or RM50.00	Actual or RM50.00
c.	Others	Actual expenses incurred for laundry, tips, portorage etc., not exceeding 10% of hotel bills		

SIGNED AND DATED THIS 17 JULY 2012

For and On Behalf of
CIMB BANK BERHAD

RENZO CHRISTOPHER VIEGAS
Deputy Chief Executive
– Head of Consumer Banking

HAMIDAH NAZIADIN
Head
Group Corporate Resources

CHUA KIM LIN
Head
HR Services, Group Human Resource

For and On Behalf of
CIMB BANK BERHAD EXECUTIVE STAFF UNION
(PENINSULAR MALAYSIA)

MOHD ZUBIR BALBER BIN ABDULLAH
President

NG PENG HO
Secretary

M. SANMUKAM
Treasurer