

Dated 24th January 2008

**PROPOSAL FOR
COLLECTIVE AGREEMENT**

BETWEEN



MALAYAN BANKING BERHAD

&



**ASSOCIATION OF MAYBANK CLASS ONE
OFFICERS**

For the Period From

1st March 2008 to 28th February 2011

Dated 24th January 2008

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 the 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
19. Allowances

Dated 24th January 2008

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. Retrenchment Benefits (New Article)
36. Acting / Relief Allowance (New Article)
37. Sexual Harassment (New Article)
38. Definitions (New Article)
39. Implementation

APPENDICES

- I. Grievance Information Form
- II. Salary Ranges w.e.f from 1st March 2008
- III. Performance Management System Guidelines
- IV. Allocation of Insurance Monies To Beneficiaries of Deceased Staff
- V. Code of Practice On The Prevention And Eradication Of Sexual Harassment In The Workplace

Dated 24th January 2008

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.

In the event the Bank or the Union changing its name or the Bank merging with other Banks or organizations or using a new banking license to the effect that the Bank is wholly or partly absorbed by the other organizations, the Articles in this Agreement was applicable at the time the change of name or merger took place.

JOINT RECOGNITION

(1) Productivity

- (a) The Bank and the Union recognize the need for high productivity to enhance the well being of the Bank and for the benefit of its Officers.*
- (b) Both parties affirm their commitment to high productivity and to provide meaningful work and job satisfaction.*
- (c) High productivity shall be achieved through better skills and better work practices. These include office automation, computerization, advanced technology, efficient work methods, and flexible work practices and motivated Officers.*

- (d) *Officers shall be provided the training to acquire the necessary skills to develop their capability and potential. Where appropriate, progression schemes shall be introduced for Officers to contribute and to achieve their potential.*

(2) *Employee Involvement*

- (a) *The Bank recognizes that all Officers are involved in the business and are interested in its being run successfully. It therefore believes strongly in open communication and joint consultation and shall encourage and promote a climate of open and meaningful two-way communication with its Officer/Union.*
- (b) *As part of this communication process, representatives of the Bank and the Union shall meet at various levels to discuss industrial and general matters. This includes briefing the Union on the Bank's performance and business plans.*

(3) *The Conduct of Industrial Relations*

- (a) *The Bank and the Union affirm their desire to conduct industrial relations matters in an orderly fashion and to promote a harmonious working relationship.*
- (b) *The Bank and the Union representatives shall meet regularly at various levels to discuss industrial matters, work matters, individual grievances and general matters affecting Officers, including the business performance of the Company; productivity and occupational safety and health.*

Dated 24th January 2008

(c) The Bank shall provide the Union with relevant information concerning the workplace and Officers for the Union to effectively represent the interest of its members.

(4) Occupational Safety and Health

(a) The Bank shall continue to provide safe and healthy work conditions and environment, institute safety and health programs in the area of its operations in accordance with the provisions of the Occupational Safety and Health Act 1994 (OSHA).

(b) The Union and its members shall give full support and participate in the industrial and safety programs instituted by the Bank.

(c) The Bank and the Union shall represent an Occupational, Safety, Health and Environment Committee to provide for safety in work, in accordance to the provisions of OSHA 1994.

ARTICLE 2 – SCOPE OF AGREEMENT

- 2.1 It shall be an implied term of the contract of service between the Bank and Officers *described in the Bank’s Classification of Job Title as Executive and Senior Executive* 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.
- 2.3 *The Bank agrees to continue to assist the Union to collect its subscription fees and other dues through half-yearly deduction (i.e every April and October of the year) from the salaries of members who have given their written authorization through the Union to the Bank and the Bank agrees to remitting the same to the Union expeditiously on each occasion, together with a list of deduction.*
- 2.4 *Officers who fall within the categories covered by this Agreement and who are not union members shall not enjoy better benefits and terms and conditions than those contained in this Agreement.*

Dated 24th January 2008

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.

Dated 24th January 2008

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

It is the intent of the Bank and the Union to create a healthy and harmonious relationship amongst all the Bank's Officers, between the Bank and the Union in matters concerning terms and conditions of employment to all Officers in positions represented by the Union, to stabilize and regulate their terms and conditions of employment for the duration of this Agreement and to provide an effective means of conducting negotiations or resolving any misunderstanding or grievances arising during the period of this Agreement.

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

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5.2 Grievance Procedure

Recognizing the value and important of full discussion in clearing up misunderstanding and preserving harmonious employer-employee relations, every possible effort shall be made by both the Bank and the Officers and the Union as the case may be, to dispose of and settle any complaint, grievance

Dated 24th January 2008

(including those arising from disciplinary action) at the lowest level as equitably and as quickly as possible.

In pursuance of this, it is agreed that complaint and/or grievance should be processed accordingly to the following procedure with the aim of maintaining continuous good relation between all parties.

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.

Dated 24th January 2008

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

Dated 24th January 2008

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.

However, in exercising its right to manage its business, the Bank agrees not to breach any of its obligations as specified in this Agreement and the Code of Conduct in the Industrial Harmony.

Dated 24th January 2008

ARTICLE 7 – RECOGNITION OF UNION

The Bank shall recognize the Union as the sole negotiating body in respect of Officers *described in the Bank’s Classification of Job Title as Executive and Senior Executive* with BG50, BG51 and BG52 (hereinafter referred to collectively as “Officers”) of the Bank.

The Bank agrees that non-union members, in the categories covered by this Agreement will not received any better terms and conditions of employment than those enjoyed by Union members under this Agreement.

The Union and its members jointly undertake to co-operate loyally with the Bank to the best ability, and to conscientiously fulfil all work for the advancement and protections of the Bank’s business, interest and property.

ARTICLE 8 - LEAVE ON TRADE UNION BUSINESS

8.1 *In accordance to Section 6 of the Industrial Relations Act 1967*, 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, *seminar, workshops, forums, symposiums*, 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.

Dated 24th January 2008

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.

Dated 24th January 2008

- 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.

Dated 24th January 2008

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 twenty five (25) kilometers from each other.***

12.5 Subject to Article 12.4 above, an Officer who is transferred, other than at his own request ***to another town or city or state shall be given thirty (30) days' advance notice of such transfer.***

12.6 *However, if it involves a transfer within the same city/town/department, the Officer concerned shall be notified of the transfer at least fourteen (14) days before the date of reporting to the new Branch/Department.*

12.7 *Transfer Leave*

The duration of transfer leave shall be as follows:

(i) Unmarried Officer - Seven (7) calendar days paid leave

(ii) Married Officer - Ten (10) calendar days paid leave

(iii) For transfer from East Malaysia to West Malaysia and vice-versa - Fourteen (14) calendar days paid leave

12.8 *Outstation Transfer Expenses*

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

a) Resettlement Allowance

Resettlement Allowance is intended for the purpose of subsidizing out of pocket expenditure incurred by the Officers who are transferred outstation and specifically related to relocation expenses of family and household irrespective whether the Officer relocates his family. The reimbursement of resettlement expenses shall be as follows:-

(i) Single Officers - RM1,950.00

(ii) Married Officers - RM3,100.00

Dated 24th January 2008

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 exceed the usage of an eight (8) ton lorry or its equivalent subject to a maximum of:-

Within Peninsular Malaysia RM3,000.00

Within East Malaysia RM4,000.00

Peninsular Malaysia & East
Malaysia (vice versa) RM5,000.00

- ii) If 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 Human Capital Management, Human Resource for approval prior to packing and transportation.

c) Hotel Accommodation

This will be provided for a period of up to a maximum of 3 weeks until Officers find their own accommodation. Prior to the posting of the Officers, the Bank will pay for one (1) trip to the new location, within a month of the reporting date for the Officer only to make contacts and arrangement in respect of accommodation.

In the event hotel accommodation is not provided, the Officer will be entitled to claim accommodation up to a maximum of RM160 without receipt.

Dated 24th January 2008

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 - **RM120.00**

Sabah/Sarawak - **RM150.00**

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:-

Destination

Mode of Transport

Within Peninsular Malaysia

By the most direct land or air route
(Mode of transport to be determined
by the Bank)

Dated 24th January 2008

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)

If the Officers and his family travel to the new place of work by his own car, then the mileage at the rate of RM1.20 sen per kilometer will be paid.

- 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.

12.9 Outstation Housing Allowance

- a) Officers who are transferred outside their declared 'home base' shall be paid a monthly "Outstation Housing Allowance" as follows:-

Dated 24th January 2008

<i>Location</i>	<i>State Capitals</i>	<i>State Capitals</i>	<i>Other Towns</i>	<i>Other Towns</i>
<i>Grade</i>	<i>Single</i>	<i>Married</i>	<i>Single</i>	<i>Married</i>
<i>BG 52</i>	<i>RM800.00</i>	<i>RM1,200.00</i>	<i>RM600.00</i>	<i>RM900.00</i>
<i>BG 51</i>	<i>RM650.00</i>	<i>RM975.00</i>	<i>RM450.00</i>	<i>RM675.00</i>
<i>BG 50</i>	<i>RM500.00</i>	<i>RM750.00</i>	<i>RM300.00</i>	<i>RM450.00</i>

- 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 25 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.

Dated 24th January 2008

12.10 The Bank may grant an advance to the Officer concerned, if so requested, but the Bank will adjust the same when the Bank receives the final claims for transfer. 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.

Dated 24th January 2008

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.

Dated 24th January 2008

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 Human Resource of the Bank within forty-five (45) days from the date he receives the decision in writing, *provided that any action already taken by the Bank shall stand while the appeal is being processed.*

Dated 24th January 2008

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 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).

Dated 24th January 2008

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 BG 50, 51 and 52 shall be paid in accordance with the SALARY RANGE as set out in Appendix II. [Note: See revised Appendix II dated 24/1/2008]*

16.2 SALARY CONVERSION

- a) *All officers in BG 50, 51 and BG 52 who are in service with the Bank on 28th February 2008 shall receive a salary adjustment of ~~ten (10%) plus one-increment~~ twenty-five percent (25%) to the salary drawn on 28th February 2008. [Note: See revised Appendix II dated 24/1/2008]*
- 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 computed as follows (Appendix II) :***
- (a) *BG 50 – To be computed at Mid-Point of New Salary Range X 5%.***
- (b) *BG 51 – To be computed at Mid-Point of New Salary Range X 5%***
- (c) *BG 52 – to be computed at Mid-Point of New Salary Range X 5%***
- 17.5 ***The Bank may, at its 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.***

Dated 24th January 2008

17.6 For the purposes of determining annual increment, the Bank may grant more than the minimum increment as provided for in the salary range table (Appendix II).

Such extra amount or percentage determined nevertheless shall be subjected to the individual performance of an Officer for the year of assessment.

17.7 For the purpose of this Article, “Salary Scale” means the basic salary scale of officers with BG 50, BG 51 and BG 52 as the case may be.

ARTICLE 18 – PERFORMANCE-BASED ANNUAL BONUS

18.1 Annual Bonus will be determined at the discretion of the Bank taking into consideration the performance of the Bank and the performance of the officer. The performance of an officer will be assessed using an open Performance Appraisal System.

18.2 The Bank shall pay the performance based annual bonus to all officers in or before September each year after the release of official financial result. The date of payment shall not be later than 30th September of each year.

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.

Dated 24th January 2008

- (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** To facilitate the smooth implementation of this article, the Guidelines as provided for in “Appendix III” shall be adhered to.

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:-

- | | |
|---|------------------|
| <i>a) Not less than one (1) hour</i> | <i>- RM25.00</i> |
| <i>b) Not less than two (2) hours</i> | <i>- RM35.00</i> |
| <i>c) Not less than three (3) hours</i> | <i>- RM45.00</i> |
| <i>d) Not less than four (4) hours</i> | <i>- RM55.00</i> |
| <i>e) Not less than five (5) hours</i> | <i>- RM65.00</i> |

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.

Dated 24th January 2008

- 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 - **RM120.00**

Sabah/Sarawak/Brunei/Singapore:-

Accommodation Provided - **RM150.00**

- 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%	<p>(i) Payable if an Officer leaves for outstation duties involving overnight stay before 8.00 a.m.</p> <p>(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.</p> <p>(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.</p>
(ii) Lunch	30%	<p>(i) Payable if an officer on returning from outstation duty involving overnight stay reaches Base after 2.00 p.m.</p> <p>(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.</p>

Dated 24th January 2008

(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) 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.
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- 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 15km 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 ***RM1.20 sen per kilometer plus parking and toll expenses as per receipts.***

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.

A standby allowance as follows is payable:

- *Weekdays* - *RM35.00 per day*

- *Off Days / Rest Day / Public Holiday* - *RM45.00 per day*

Preferably standby duty should be by rotation. Ideally each rotation should not be less than seven (7) days although flexibility can be exercised to accommodate standby personnel's preferences.

When on duty outside normal working hours having been called, a standby Officer should be paid meal allowance as per Article 19.1 for the period he is on duty.

The Standby Officer may claim return mileage at RM1.20 sen per kilometer or actual taxi fare for the distance traveled from wherever he may be in order to report to the duty station plus all other charges incurred in responding to the standby.

It is expected of the Standby Officer to be able to report to his duty station within a reasonable time. Hence if the Standby Officer has to travel it must be within a reasonable distance. Each department will have to define reasonable time to the Standby Officer based on the nature of their respective operations and urgency of remedial actions.

Dated 24th January 2008

A Standby Officer must be able to perform his duty at all times for the period he is on standby. In instances where a Standby Officer provides instructions via the telephone and his physical presence is not required at the duty station, no additional allowance is payable.

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 3.00 am – RM60.00 per day*

(b) *Officers required to perform work at or before 6.00 am – RM45.00 per day;*

(c) *After 6.00 am but at or before 7.30 am – RM35.00 per day*

As for Officers who are not involved in shift work and are required to work between 11.00 pm and 6.00 am, they are entitled to claim reimbursement, provided they have no personal means of transport.

19.10 Servicing ATMs, Printers, ECDMs and Checking Security Alarm During Weekdays, Additional Off-Days, Rest Days and Public Holidays

- (i) *To ensure that the availability of our ATMs, ECDMs and other Electronic Machine services are maintained at a high level at all times, Officers may be rostered to be on call after normal hours of work on Weekdays, during Additional Off-Day, Rest Days and Public Holidays.*

An Officer who is rostered to be on standby but not called to perform duties at the branch will be paid a standby allowance of RM35 per day.

- (ii) *An Officer on standby must be able to perform his duty at the branch at all times for the period he is on standby.*
- (iii) *In instances where a standby Officer provides instructions via telephone and his physical is not required at the branch, no additional allowance other than the standby allowance, is payable.*
- (iv) *Officer on standby duty who are required to service the ATMs, ECDMs, Printers and Check Security Alarm after normal hours of work on Weekdays, during Additional Off-Days, Rest Days and Public Holidays are not entitled to standby allowance but will instead be reimbursed at the rate of RM20.00 for each trip they make from their house to their respective branches and a mileage claim of not less than RM1.20 per km.*

19.11 Off-Site Allowance

An officer who is required to perform duty at an off-site location during Bank launches, promotions, briefings, trainings or other occasions on Additional Off-Day, Rest Days and Public Holidays shall be paid an Off-Site-Allowance, in addition to Article 21.5, Article 22.2 or Article 23.2, the following:-

- (a) Up to 4 hours of work - RM80.00*
- (b) Beyond 4 hours of work - RM120.00*

The Bank shall provide transport to an Officer who is required to travel in the course of duty or reimburse him with the actual transport expenses incurred by the Officer or if the Officer is required to use his own car, to reimburse the Officer at rate of RM1.20 per kilometer for each trip the officer make from their house to their respective Off-Site location.

19.12 Inconvenience Allowance

The Bank may require an Officer to work at Odd Hours according to operational needs. An Officer who is required to work at Odd Hours shall be eligible for Inconvenience Allowance as follows: -

- (i) An Officer who commences work at anytime between 10.00 pm to 1.00 am shall be paid RM40.00 per day*
- (ii) An Officer who commences work at anytime between 1.00 am to 6.00 am shall be paid RM60.00 per day.*
- (iii) This will not apply for Officers on Shift Work and NACCS.*

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.
- 20.2** *Interest on all staff loans will cease to accrue upon death or permanent disablement of the Officer excluding housing loans if Mortgage Reducing Term Assurance (MRTA) is available.*
- 20.3** *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 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.

Dated 24th January 2008

- (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

- (a) ***Every Officer shall be allowed an Additional Off-Day on every Saturday (or on every Thursday, in States where the Rest Day is a Friday) of each month.***

There will be no replacement of an Additional Off Day if a public holiday (state or national) falls on a Saturday or Thursday, whichever applicable.

- (b) ***The Bank may require an officer to work on Additional Off-Day in the month. An officer who is required to work on Additional Off-Day in the month shall be paid allowance as follows: -***

Dated 24th January 2008

- (i) *Up to four (4) hours worked* - **RM80.00**
- (ii) *Beyond four (4) hours worked* - **RM120.00**

The Bank shall provide transport to an Officer who is required to travel in the course of duty or reimburse him with the actual transport expenses incurred by the Officer or if the Officer is required to use his own car, to reimburse the Officer at rate of RM1.20 per kilometer for each trip the officer make from their house to their respective branch/department.

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:-*

Dated 24th January 2008

BG 50 to BG 52

(i) Two Shift Cycle RM320.00 per month

(ii) Three Shift Cycle RM360.00 per month

(b) Officers who are required to perform Shift Work shall be paid a Transport Allowance of RM120.00 per month.

ARTICLE 22 - REST DAY

22.1.1 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) | <i>Up to four (4) hours worked</i> | RM80.00 |
| ii) | <i>Beyond four (4) hours and up to seven (7) hours worked</i> | RM120.00 |
| iii) | <i>Beyond seven (7) hours worked</i> | RM230.00 |

The Bank shall provide transport to an Officer who is required to travel in the course of duty or reimburse him with the actual transport expenses incurred by the Officer or if the Officer is required to use his own car, to reimburse the Officer at rate of RM1.20 per kilometer for each trip the officer make from their house to their respective branch/department.

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>i) Up to four (4) hours worked</i> | <i>RM80.00</i> |
| <i>ii) Beyond four (4) hours and up to seven (7) Hours worked</i> | <i>RM120.00</i> |
| <i>iii) Beyond seven (7) hours worked</i> | <i>RM230.00</i> |

The Bank shall provide transport to an Officer who is required to travel in the course of duty or reimburse him with the actual transport expenses incurred by the Officer or if the Officer is required to use his own car, to reimburse the Officer at rate of RM1.20 per kilometer for each trip the officer make from their house to their respective branch/department.

ARTICLE 24 - ANNUAL LEAVE

24.1 Entitlement to Annual Leave

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

- i) **25 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 (a) Leave entitlement for any incomplete calendar year of service shall be calculated proportionately.
- (b) 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.

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

Where the Bank does not grant the leave due to exigencies, Officers shall be permitted to carry forward any unutilized annual leave to the following year.

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

Dated 24th January 2008

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;

Dated 24th January 2008

- (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.

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

Dated 24th January 2008

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, *and other injury arising from an accident*, shall upon confirmation of such illness/*injury* 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.

** Note: For the purpose of this clause, *illness requiring prolonged treatment is not confined to tuberculosis, cancer, leukemia, AIDS or cerebral thrombosis.*

Dated 24th January 2008

- 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.

Dated 24th January 2008

- (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) ***Dental treatment, i.e extraction, filling and scaling charges including x-ray and medication if necessary, from any registered dental practitioner.***

27.2 The above provisions are subject to the following provisos:-

- 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.

Dated 24th January 2008

- 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 three (3) years;*
- (iii) *Such medical examination shall be provided as follows: -*
 - (a) *Above 40 years old* - *Once a year*
 - (b) *35 to 40 years old* - *Once in two (2) years*
 - (c) *Below 35 years old* - *Once in 3 years*
 - (d) *Officers with less than 3 years of service* - *Not eligible*

Dated 24th January 2008

- (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.

Dated 24th January 2008

27.6 Maternity / Delivery Charges

The Bank shall pay the hospitalisation charges on maternity 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 RM1,500.00 per occasion

- *Other than normal delivery (i.e. caesarean / forceps / vacuum / etc.):-*

Maximum of RM2,500.00 per occasion.

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 per pregnancy - 3 working days
- 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

Dated 24th January 2008

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.

28.5 *Pilgrimage Leave*

The Bank may, at its discretion, grant a maximum of thirty (30) working days unrecorded leave to its Muslim Officers who have completed ten (10) years continuous service with the Bank for the purpose to perform the Haj subject to the following conditions:-

Dated 24th January 2008

- (a) It is the first occasion the Officer is performing the Haj in his lifetime.*
- (b) Application for such leave shall be made in writing at least three (3) months prior to the date the Officer wishes to start his leave.*

ARTICLE 29 - INSURANCE

- 29.1** *The Bank shall insure every Officer on a twenty-four (24) basis to the amount of 98 times his last drawn salary or RM200,000.00, whichever is higher; in the event of death, total permanent disablement and permanent partial disablement arising from any incident inclusive of robbery or attempted robbery or accident in the course of duty.*
- 29.2** *The Bank shall be the beneficiary of the policy and the Bank shall at its discretion administer the whole of the monies as per Appendix (IV).*
- 29.3** *The Bank shall additionally insure all Officers under a Group Term Life Insurance Policy to the amount of forty-eight (48) times the Officer's last drawn salary or RM100,000.00 whichever is higher in the event of death or permanent disability. The terms and conditions is subject to the provisions of the insurance policy and requirement of the insurance company which may include Officer undergoing medical examination.*

ARTICLE 30 RETIREMENT

30.1 Age of Retirement

- a) The date of retirement of an Officer shall be the date on which he completes the age of fifty-five (55) years, EXCEPT for those officers who enter the service of the Bank prior to 1/1/1997, the age of retirement shall be upon completion of the age of sixty (60) years.*
- b) Optional Retirement Age*
- (i) An Officer may opt to retire at any time after reaching the age of 50 years with the consent of the Bank*
- (ii) Notwithstanding the above, any officer may, depending on the merit of each case, retire with the consent of the Bank.*
- c) 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,*
- d) 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 17% 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.

Dated 24th January 2008

- 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

The Bank, at its discretion, may grant pre-retirement leave of one calender month to an officer immediately prior to his normal retirement at the Bank's discretion.

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.

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.

Dated 24th January 2008

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.

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

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 **RM250.00**. 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 RM150.00*
- 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 – RETRENCHMENT BENEFITS

(New Article)

35.1 *The provision of this article shall apply to those Officers who are declared redundant by the Bank (i.e. whose services are surplus to the Bank's requirement) and shall not apply to termination of employment for any other cause i.e. misconduct, resignation or retirement.*

35.2 *Before embarking on any retrenchment exercise, the Bank shall give four (4) months' written notice of the intended retrenchment and discuss such retrenchment with the Union taking into account the guidelines stipulated in the Code of Conduct for Industrial Harmony.*

35.3 *The Bank may offer alternative employment to an Officer selected for retrenchment should there be any suitable vacancy available.*

35.4 *In the event that the Bank terminates the services of an Officer on grounds of redundancy, written notice shall be given to the said Officer, with a copy to the Union, and the period of such notice shall be as follows: -*

(i) Four (4) weeks' notice if the Officer has been so employed for less than two (2) years on the date the notice is given.

(ii) Six (6) weeks' notice if the Officer has been employed for two (2) years or more but less than five (5) years on such date.

(iii) Eight (8) weeks' notice if the Officer has been employed for five (5) years or more but less than ten (10) years on such date.

(iv) Twelve (12) weeks notice if the Officer has been employed for ten (10) years or more on such date.

35.5 *Subject to the need for efficient operation of the Bank, the principle “Last In First Out” shall apply to such retrenchment.*

35.6 *An Officer, whose employment is terminated on the grounds of redundancy in accordance with the provisions of this Article, shall be paid a lump sum payment hereinafter referred to as retrenchment benefits.*

35.7 *The retrenchment benefits shall be as follows:-*

<i>Service</i>	<i>Retrenchment Benefits</i>
<i>(a) Up to five (5) years of service</i>	<i>1.5 months’ last drawn basic salary for each completed year of service</i>
<i>(b) For service over five (5) years</i>	<i>2.5 months’ last drawn basic salary for each completed year of service</i>
<i>(c) For 10 years of service and above</i>	<i>3.5 months’ last drawn basic salary for each completed year of service</i>

35.8 *Qualifying service is calculated in years and months and each completed month of continuous service shall be counted as one-twelfth (1/12) of a year and a period of fifteen (15) days and more in a month shall be regarded as a month and any lesser period shall be disregarded.*

35.9 *An Officer shall not be eligible for the benefits provided in accordance with the provisions of this Article unless he has completed a minimum of twelve (12) months’ continuous service inclusive of any period of probation on first appointment as a the date of termination of employment.*

Dated 24th January 2008

35.10 Should any vacancy arise, the Bank shall consider re-employing the retrenched Officer to fill the vacancy if the Bank finds him suitable. The Bank shall inform the Officer of the vacancy at his last known address. If the Officer is re-employed for the similar job or grade, there will be no reduction in his salary or seniority.

ARTICLE 36 – ACTING / RELIEF ALLOWANCE

(New Article)

36.1 *The Bank may request an Officer to act in a higher Benefit Grade (BG) or position and the Officer so requested shall not withhold consent unreasonably.*

36.2 *When an officer is assigned to act in a higher grade or position on a temporary basis whether in addition to his normal duties or otherwise for a period of a full day or more, he will be paid an Acting/Relief Allowance PROVIDED THAT:*

(i) The officer performs the full duties and assumes the full responsibilities of that position without being required to perform his normal duties, but if he is required to perform his normal duties in addition thereto then in such a case the extent of his duties he is to assume must be discussed and agreed upon with the next senior manager.

(ii) Only one officer shall be eligible to claim the Acting / Relief Allowance for any one vacant position at any one time.

36.3 *A Relief Allowance shall be payable when an officer relieves another officer of the same or lower grade for a period of full day or more provided that he undertakes to do the relief duties in addition to his normal duties.*

The allowance is not payable if the officer does not perform his normal duties when performing such relief duties.

36.4 *The rate of Acting / Relief Allowance payable shall be RM100.00 per day.*

ARTICLE 37 – SEXUAL HARASSEMENT

(New Article)

The Union and the Management are committed in providing a safe and harmonious working environment, free from sexual harassment for all its Officers.

In this regard, reference will be made to the Code of Practice on the Prevention and Eradication of Sexual Harassment in the Workplace as set out in Appendix (V) in the effort to prevent and eradicate sexual harassment.

As a guide, sexual harassment shall be defined as:

- *Unnecessary physical contact, touching or patting;*
- *Suggestive and unwelcome remarks, jokes, comments about appearance and deliberate verbal abuse;*
- *Leering and comprising invitations;*
- *Use of pornographic pictures at the workplaces;*
- *Demand for sexual favours;*
- *Physical assault.*

The Union and Maybank are committed to prevent the problem of sexual harassment in the workplace and eradicate it. As such, all form of sexual harassment in the workplace will not be tolerated.

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

Dated 24th January 2008

All officers including those in a supervisory or managerial capacity have a duty to comply with this Code of Practice and indeed, demonstrate leadership by example.

As such, it is important for all Officers to be familiar with the contents of this Code of Practice.

ARTICLE 38 – DEFINITIONS

(New Article)

In this agreement, unless there is something in the subject matter or context in consistent therewith, the following expressions bear the respective meanings attributed to them.

(a) Number and Gender

Where the context so admit words importing the singular number shall include the plural number and words importing the masculine gender shall include the feminine gender and vice versa

(b) Language

Where the Bank translates the context of this Agreement into other language, the English versions shall be deemed to be the official version

Dated 24th January 2008

ARTICLE 39 - IMPLEMENTATION

39.1 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 sixty (60) days from the date of this Agreement.*

39.2 Exclusion

The Benefits of this Agreement in respect of salary, bonus and allowances shall be paid to all Officers *described in the Bank's Classification of Job Title as Executive and Senior Executive* who are in service 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.*

Dated 24th January 2008

APPENDIX 1

**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 : _____

**NEW SALARY & NEW MAXIMUM RANGES
W.E.F. FROM 1st MARCH 2008**

~~COMPUTER BASED ON SALARY ADJUSTMENT OF 10% AND
TO INCREASE THE MAXIMUM SALARY RANGE
[BY 5 STEPS FOR BG 50, BG 51 & BG 52]~~

NEW SALARY RANGE W.E.F. FROM 1st MARCH 2008
COMPUTED BASED ON ADJUSTMENT OF SALARY RANGE AT 25%
&
INCREASE THE MAXIMUM SALARY RANGE BY 2-STEPS

<i>BENEFIT GRADE</i>	<i>New Minimum</i>	<i>New Maximum</i>	<i>MINIMUM ANNUAL INCREMENT @ 5% of mid-point</i>
<i>BG50</i>	<i>RM2,834</i>	<i>RM6,323</i>	<i>RM229</i>
<i>BG51</i>	<i>RM3,149</i>	<i>RM6,993</i>	<i>RM254</i>
<i>BG52</i>	<i>RM3,464</i>	<i>RM8,606</i>	<i>RM302</i>

Note : The Minimum Increment quantum as per table hereabove, besides any payment above the minimum increment, shall remain unchanged in the future, unless mutually agreed by both parties.

<u>Old Min</u>	<u>Adjustment @ 10%</u>		<u>New Min Salary</u>
BG 50	RM2,267 x 10% =	RM227	RM2,494

BG 51	RM2,519 x 10% =	RM252	RM2,771
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BG 52	RM2,771 x 10% =	RM277	RM3,048
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<u>Old Max</u>	<u>Adjustment @ 10%</u>		<u>New Max Salary</u>
BG 50	RM4,786 x 10% =	RM479 x 5 steps	
		= RM2,395.	RM7,181

BG 51	RM5,290 x 10% =	RM529 x 5 steps	
		= RM2,645	RM7,935

BG 52	RM6,549 x 10% =	RM655 x 5 steps	
		= RM3,275	RM9,824

Dated 24th January 2008

Note : See Revised Article 16 as per Union's proposal dated 24th January 2008

<u>Old Min</u>	<u>Adjustment @ 25%</u>		<u>New Min Salary</u>
BG 50	RM2,267 x 25%	=	RM567
			RM2,834
BG 51	RM2,519 x 25%	=	RM630
			RM3,149
BG 52	RM2,771 x 25%	=	RM693
			RM3,464

<u>Old Max</u>	<u>Adjustment @ 25%</u>		<u>New Max Salary</u>
BG 50	RM4,786 x 25%	=	RM1,197 + 2 steps (i.e. RM170 x 2)
		=	RM1,537
			RM6,323
BG 51	RM5,290 x 25%	=	RM1,323 + 2 steps (i.e. RM190 x 2)
		=	RM1,703
			RM6,993
BG 52	RM6,549 x 25%	=	RM1,637 + 2 steps (i.e. RM210 x 2)
		=	RM2,057
			RM8,606

“APPENDIX III”

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.

The following Guidelines shall be adhered to in conducting the Performance Planning, Monitoring & Appraisal:-

(A) PERFORMANCE PLANNING

- 1. At the beginning of the performance planning period, reasonable objectives and KPIs, targets and/or goals shall be set with the Officer, based on the objectives of the unit/department/division of the Bank.*
- 2. Officers are to be informed in writing of the performance expectation relating to the duties and responsibilities that he/she is performing.*
- 3. All KPIs, targets and/or goals must be quantifiable to maximize objectivity and should be Specific; Measurable; Achievable; Relevant and Time-Bound (SMART).*
- 4. Therefore, the Bank to ensure that clear job objectives and reasonable & achievable KPIs, targets and/or goals for the officer shall be set and agreed with the officer not later than 1st July of each year. The officer shall not unreasonably withhold his agreement.*

5. *KPI is defined as a specific measure of performance that is quantifiable. Each officer should have a minimum of 4 and a maximum of 10 KPIs. Each KPIs should have a minimum weightage of 10%. The total weights of all KPIs should add up to 100%.*
6. *These objectives and KPIs, targets and/or goals shall take into accounts the views of the officer concerned and/or the Union (where applicable).*
7. *The Bank will ensure that the appraiser will be his/her immediate supervisor and reviewed by the next level manager. Supervisors are responsible to objectively evaluate each officer's performance as required.*
8. *A minimum of three (3) levels of targets must be set upfront, during the performance planning phase, at the beginning of each financial year at of the following levels:*
 - *Stretch (an excellent level of performance)*
 - *On-Target (the expected level of performance)*
 - *Threshold (the minimum acceptable level of performance)*
9. *The KPIs, targets and/or goals allocated to an officer for each financial year shall be confirmed and validated not later than by 31st September of the same year.*
10. *Further changes and/or variation to the allocated KPIs, targets and/or goals (when necessary) must be done for good cause and approved by the respective Sector Head. The Bank must give notice of not less than 30 working days to the affected officers in respect of the said changes and/or variation of the allocated KPIs, targets and/or goals.*
11. *A full (12 months) financial year result ie. July to June will be used as a basic for evaluating performance of officers.*

(B) PERFORMANCE MONITORING

A formal half-year review exercise is to be held at the end of the 1st half of the financial year but later than 1st February of each year to obtain feedback on progress of the Officer's performance.

This exercise shall be undertaken by the Bank to ensure the officer's performance is on track.

(C) PERFORMANCE APPRAISAL / ASSESSMENT

- 1. The overall appraisal performance rating shall be appraised through an open appraisal system. Supervisors are required to conduct a joint-review on the total score with each officer before sign-off the appraisal form.*
- 2. The appraisal interview shall take place after the end of each review period and due notice of not less than 14 working days should be given prior to initiating formal assessment of the officer's performance.*
- 3. Under the Performance Management System (PMS), a 5-point numerical rating scale is used to assess the individual's achievement as follows:-*

<i>Overall Performance Rating</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
<i>Total Score (points achieved)</i>	<i>1.99 and Below</i>	<i>2 to 2.99</i>	<i>3 to 3.99</i>	<i>4 to 4.99</i>	<i>5 and above</i>
<i>Performance Level</i>	<i>Below Threshold</i>	<i>Threshold</i>	<i>On Target</i>	<i>Exceed Target</i>	<i>Stretch</i>

4. *Appraisal Criteria*

<p>Part 1 : Individual Key Performance Indicator (KPI) Assessment - The “WHAT” Component (ie. Focus on achieving business results)</p>	<p><i>The Balanced Scorecard (BSC) is used as a performance management framework. The BSC consists of 4 dimensions ie. Financial, Customer, Internal Business Process and Learning & Growth.</i></p> <p><i>The evaluation of the dimensions is measured against the quantifiable targets under SMART principal.</i></p> <p>Maximum weighting for Part 1 is 60%</p>
<p>Part 2 : Leadership Competencies – The “HOW” Component (ie. Focus on valued behaviour competencies)</p>	<p><i>Leadership Competencies are “valued behaviours” which are as follows:-</i></p> <ol style="list-style-type: none"> 1. <i>Collaboration</i> 2. <i>Delivering Results</i> 3. <i>Engaging & Energizing The Workforce</i> 4. <i>Customer Centric</i> 5. <i>Conceptualizing Through Achieving Breakthroughs</i> 6. <i>Maximizing Talent & Performance</i> 7. <i>Executing Change</i> 8. <i>Strategic Visioning</i> <p><i>The officer’s leadership competency is measured based on the frequency of behaviour demonstrated by officer at own particular benefit grade.</i></p>

	<p><i>The Leadership Competency will use a scale of 1 –5 (ie 5 point rating scale) as below. Each rating defines the frequency of behaviour demonstrated by individual for each of the competency.</i></p> <table border="1"><tr><td><i>The 5-point Rating Scale</i></td></tr><tr><td><i>1 = Never</i></td></tr><tr><td><i>2 = Rarely</i></td></tr><tr><td><i>3 = Sometimes</i></td></tr><tr><td><i>4 = Often</i></td></tr><tr><td><i>5 = Consistently</i></td></tr></table> <p><i>Maximum weighting for Part 2 is 40%</i></p>	<i>The 5-point Rating Scale</i>	<i>1 = Never</i>	<i>2 = Rarely</i>	<i>3 = Sometimes</i>	<i>4 = Often</i>	<i>5 = Consistently</i>
<i>The 5-point Rating Scale</i>							
<i>1 = Never</i>							
<i>2 = Rarely</i>							
<i>3 = Sometimes</i>							
<i>4 = Often</i>							
<i>5 = Consistently</i>							

5. *If an officer has not been in the role due to long period of sickness* or has been on maternity leave, the officers' performance must be appraised on pro-rated basis.*

*For the purpose of this clause, long period of sickness * is not confined to medical leave due to Chicken pox, Conjunctivitis or Dengue fever or other illness requiring hospitalisation.*

6. *For officers who are transferred during the financial year, the assessment will be conducted as follows:*

Dated 24th January 2008

<i>Period</i>	<i>Responsibility</i>	<i>Remarks</i>
<i>Transferred after 31st December</i>	<i>Current Reporting Manager</i>	<i>The performance's score must take into account his/her performance in the previous Organization Unit</i>
<i>Transferred before 31st December</i>	<i>Current Reporting Manager</i>	<i>Performance's score may take into account his/her performance in the previous Organization Unit (if applicable)</i>
<i>Transferred after 1st July</i>	<i>Previous Reporting Manager before 1st July</i>	<i>Performance's score must be taken wholly from his/her performance in the previous Organization Unit</i>

7. *The full results of the appraisal rating of Unionised members will be compiled by the Bank and the Union is allowed to have access provided the Officer concerned gives the consent in writing.*
8. *Training shall be provided by the Bank for the union officials and managers in managing the performance management system and the appraisal system*
9. *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.*
10. *Those officers, who fall short of their objectives, will be guided and counseled towards achieving their targets/goals and if required, an action plan shall be made to improve their areas of concern.*

11. *Those officers whose performance is not on track shall be counselled and coached to improve his/her performance.*
12. *During the appraisal interview and awarding the ratings, the appraiser shall also take into consideration factors such as learning a new job, transfer, frequent or long medical leave, disciplinary cases etc.*
13. *The officer shall be given a copy of the appraisal for his/her reference.*
14. *Appeals are permitted in cases where an officer who is not satisfied with the appraisal assessment conducted by his/her supervisor shall have the right to raise their complaints under the normal PMS appeal guidelines.*

All appeals are to be addressed to the Head of Human Resources. Appeals are only accepted within 1 month after the performance assessment rating is made known.

15. *The Bank shall communicate and notify the Officer on the outcome of the appeal within thirty (30) days' from the date of appeal.*
16. *Where an Officer is not satisfied with his job objectives, targets, appraisal ratings and/or bonus payout, he/she will be allowed to exercise their right to invoke the Grievance Procedure under Article 5, beginning with section (b) – Settlement of Dispute at Office Level (Step 2).*
17. *The Bank and the Union shall meet, on a half-yearly basis to discuss the performance management system and the appraisal system. Any changes are to be mutually agreed by both parties before implementation.*

Dated 24th January 2008

18. *The Bank will give continuous attention and support in developing and maintaining policies, which are conducive to rewarding performing officers.*
19. *Officers with an “On-Target” rating for two (2) consecutive years and have shown potential to assume higher responsibilities and able to perform accordingly will be given due consideration for promotion or upgrading, if there is a vacancy of higher position and/or grade available.*
20. *Performance Management is an on-going process and wherever the need arises, the Bank and the union must undertake periodically review to ensure that the transparency in target setting and performance assessment process is continuously improved.*
21. *Both parties will give continual attention is developing and maintaining the above policies.*
22. *The Code of Conduct for Industrial Harmony will be used in situations, which are not covered by these guidelines in maintaining industrial harmony.*

FOR ARTICLE 29 – INSURANCE**ALLOCATION OF INSURANCE MONIES TO BENEFICIARIES OF DECEASED STAFF**

BENEFICIARIES	QUANTUM OF ALLOCATION
A. If deceased staff is single (including divorcee / widow / widower)	
<ul style="list-style-type: none"> • <i>No child, no surviving parents but has surviving brothers / sisters</i> 	<ul style="list-style-type: none"> • <i>100% to be distributed equally to surviving brothers & sisters</i>
<ul style="list-style-type: none"> • <i>No child but with surviving parents</i> 	<ul style="list-style-type: none"> • <i>100% to be distributed equally to surviving parents. In the event of only one surviving parent, he/she will receive the whole sum (100%) allocated to the parent</i>
<ul style="list-style-type: none"> • <i>Minor children only with / without surviving parents</i> 	<ul style="list-style-type: none"> • <i>100% to be equally distributed to all surviving minor children & placed in trust with Mayban Trustee Berhad. Upon reaching the age of 21, each beneficiary will receive the balance of his/her portion</i>
<ul style="list-style-type: none"> • <i>Minor & adult children with / without surviving parents</i> 	<ul style="list-style-type: none"> • <i>100% to be equally distributed to all surviving children. The minor children's portion shall be placed in trust with Mayban Trustee Berhad. Upon reaching the age of 21, each beneficiary will receive the balance of his/her portion</i>
<ul style="list-style-type: none"> • <i>Adult children only without surviving parents</i> 	<ul style="list-style-type: none"> • <i>100% to be distributed equally to all surviving adult children</i>
<ul style="list-style-type: none"> • <i>Adult children only with surviving parents</i> 	<ul style="list-style-type: none"> • <i>5/6 to be distributed to all surviving adult children & 1/6 to be distributed equally to surviving parents. In the event of any one surviving parent, he/she will receive the whole sum (1/6) allocated to parents</i>
<ul style="list-style-type: none"> • <i>No child, no parents & no brothers or sisters</i> 	<ul style="list-style-type: none"> • <i>To be donated to the Maybank Group Staff Welfare Fund</i>

<i>BENEFICIARIES</i>	<i>QUANTUM OF ALLOCATION</i>
<i>B. If deceased staff is married</i>	
<ul style="list-style-type: none"> <i>No spouse, no children, no parent but has surviving brothers or sisters</i> 	<ul style="list-style-type: none"> <i>100% to be distributed equally to surviving brothers & sisters</i>
<ul style="list-style-type: none"> <i>Spouse, no children & no surviving parents</i> 	<ul style="list-style-type: none"> <i>100% to spouse</i>
<ul style="list-style-type: none"> <i>Spouse, no children but with surviving parents</i> 	<ul style="list-style-type: none"> <i>1/2 to spouse & 1/2 to be distributed equally to surviving parents. In the event of only one surviving parent, he/she will receive the whole sum (1/2) allocated to parents.</i>
<ul style="list-style-type: none"> <i>Spouse, minor children with/without surviving parents</i> 	<ul style="list-style-type: none"> <i>1/6 to spouse, 5/6 to be equally distributed to all minor children. The minor children's portion shall be placed in trust with Mayban Trustees Berhad. Upon reaching the age of 21, each beneficiary will receive the balance of his/her portion.</i>
<ul style="list-style-type: none"> <i>Spouse, adult children & with surviving parents</i> 	<ul style="list-style-type: none"> <i>1/6 to spouse, 1/6 to be distributed equally to surviving parents & 2/3 to surviving adult children. In the event of only one surviving parent, he/she will receive the whole sum (1/6) allocated to parents.</i>
<ul style="list-style-type: none"> <i>Spouse, adult children & no surviving parents</i> 	<ul style="list-style-type: none"> <i>1/6 to spouse and 5/6 to be distributed equally to surviving adult children.</i>
<ul style="list-style-type: none"> <i>Spouse, minor & adult children with / without surviving parents</i> 	<ul style="list-style-type: none"> <i>1/6 to spouse and 5/6 to be distributed equally to surviving children. The minor children's portion shall be placed in trust with Mayban Trustees Berhad*. Upon reaching the age of 21, each beneficiary will receive the balance of his/her portion.</i>
<ul style="list-style-type: none"> <i>No spouse, no children, no surviving parents & no surviving brothers & sisters</i> 	<ul style="list-style-type: none"> <i>To be donated to the Maybank Group Staff Welfare Fund</i>

** Mayban Trustees Berhad will manage & invest the capital sum for the benefit of the minor beneficiaries. The guardian of the minor beneficiaries may apply to withdraw reasonable sums from the trust fund from time to time for the purpose of meeting the children's education & upbringing needs.*

BENEFICIARIES	QUANTUM OF ALLOCATION
<p>2. <i>Child / Children</i></p> <p>(i) <i>Minor Children</i></p> <p>(ii) <i>Adult Children</i></p>	<ul style="list-style-type: none"> • <i>Including legally adopted children under the Registration of Adoption Act or the Adoption Act</i> • <i>Below 21 years old</i> • <i>21 years & above</i>
<p>3. <i>Spouse</i></p>	<ul style="list-style-type: none"> • <i>If the deceased staff has more than one legal spouse, generally the Bank will pay the first legal spouse</i>
<p>4. <i>Parents</i></p>	<ul style="list-style-type: none"> • <i>Including the parents of deceased Maybankers who have been legally adopted.</i>
<p>5. <i>Brothers / Sisters</i></p>	<ul style="list-style-type: none"> • <i>Including legally adopted children of the parents of the deceased</i>

***Code of Practice
On The Prevention and Eradication
Of Sexual Harassment in the Workplace***

1.0 AIM

1.1 *The aim of this Code of Practice is to provide guidelines to prevent and eradicate sexual harassment in the workplace.*

2.0 RATIONALE

2.1 *The Bank should be a safe, comfortable and conducive work environment for all employees. All employees should be treated with dignity and respect and everyone has a responsibility to uphold these values to create a supportive work environment.*

2.2 *Sexual harassment adversely affects work performance, productivity, morale and therefore, the general work environment. It also adversely affects the Bank's corporate image. It is therefore in our interests to see that this issue is addressed promptly and effectively. The establishment of this Code of Practice on sexual harassment will allow everyone to be able to identify its occurrence and be aware of their responsibility and the steps required to tackle any incident of harassment should it arise.*

3.0 DEFINATION OF SEXUAL HARASSMENT

3.1 *For the purpose of this Code, sexual harassment means any unwanted or unwelcome verbal, non-verbal or physical sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature when;*

- (a) *either the conduct interferes with another person's work or creates an intimidating, hostile or offensive working environment; or*
- (b) *having regard to all circumstances, a reasonable person would have anticipated that a recipient would be offended, humiliated or intimidated;*
- (c) *submission to or rejection of the conduct might be used as a basis for decisions affecting a person's work or promotional prospects; or*
- (d) *submission to or rejection of the conduct might, on reasonable grounds, be perceived by the recipient as an offence or humiliation, or a threat to her/his well-being, but has no direct link to her/his employment.*
- (e) *the conduct is based on the gender or sexuality of the recipient.*

3.2 *Please note that sexual harassment may consist of a single intense or severe act or of multiple acts. It also does not have to be explicitly sexual in nature. It is also sexual conduct which is imposed on and unsolicited or unreciprocated by the recipient.*

3.3 *Within the context of this Code, sexual harassment in the workplace includes any employment related sexual harassment occurring outside the workplace as a result of employment responsibilities or employment relationship. Situation under which such employment related sexual harassment may take place includes, but is not limited to, sexual harassment:*

- (a) *at work related social functions, conferences or training sessions;*
- (b) *in the course of work assignments outside the workplace;*
- (c) *during work related travel;*
- (d) *over the phone; and*
- (e) *through electronic media.*

4.0 FORMS OF SEXUAL HARASSMENT

4.1 *Sexual harassment encompasses various conducts of a sexual nature which can manifest itself in five possible forms, namely verbal, non-verbal, visual, psychological and physical. Appended below are some examples of these five kinds of sexual harassment. These are of course not exhaustive and are meant strictly as a guide.*

- (a) *Verbal – offensive or suggestive remarks and comments, jokes of a sexual or explicit nature, use of “affectionate” terms of endearment (eg. darling/love), questions of a personal nature and unwanted propositions.***
- (b) *Non-verbal – staring, leering or ogling with suggestive overtones, licking of lips, holding or eating food provocatively, hand signals or sign language denoting sexual activity, persistent flirting.***
- (c) *Visual – showing pornographic material, drawing sex-based sketches or writing sex-based letters, sexually provocative pin-ups, sexually offensive publications, sexual exposure.***
- (d) *Psychological – repeated unwanted social invitations, relentless proposals for dates or physical intimacy, unsolicited and unwanted gifts.***
- (e) *Physical – deliberate and inappropriate body contact, indecent exposure, pinching, stroking, brushing up against the body, hugging, kissing, fondling, sexual assault.***

5.0 THE ROLE OF A TRADE UNION

5.1 *Sexual harassment can be prevented, addressed and eradicated most effectively if the employer and trade union take action jointly.*

5.2 *Trade unions can contribute to the prevention of sexual harassment by ensuring that the standard of conduct of their members does not cause offence. Trade Unions have an important role in creating a work environment that will ensure a safe and healthy work environment. This is where individual employees, irrespective of status or position, are treated with dignity and respect and are free from any form of harassment, humiliation and intimidation.*

6.0 HANDLING COMPLAINTS OF SEXUAL HARASMENT

6.1 *Victims of sexual harassment do not complaint for a variety of reasons. Examples are because they;*

- (a) *hope it will stop;***
- (b) *are embarrassed;***
- (c) *do not want to be labelled as a troublemaker;***
- (d) *fear victimization;***
- (e) *do not want to get anyone into trouble;***
- (f) *fear they will be told it was self-provoked;***
- (g) *do not think they will be taken seriously;***
- (h) *do not believe any action will be taken;***
- (i) *fear they will not be believed; or***
- (j) *fear it will make matters worse.***

6.2 *Most often, victims do not complain because the offenders are in a more senior position to themselves and they fear for their job security. All employees should however appreciate that if complaints are not made,*

management may be unaware of its occurrence and is not in a position to take appropriate action.

- 6.3 *Please therefore note that if you feel you are a victim of sexual harassment, report this to your superior, branch manager or department head. If the superior, branch manager or department head is the source of the harassment, then you may, of course, report the matter to an executive in Human Resource Department or to your Union's Representative.*
- 6.4 *All complaints of sexual harassment will be taken seriously and investigated by the Bank. Employees should not put up with this kind of offensive behaviour, which shows a profound lack of respect by one employee for another.*
- 6.5 *It is obviously difficult for a victim to carry out his / her work effectively when experiencing harassment. The situation may become so intolerable that the victim decides to leave. If this happens, it is not only costly for the Bank, but the source of the harassment remains in the Bank and the problem is still not resolved and could even recur with someone else.*
- 6.6 *You should be aware that any employee may be alerted to a potential problem in several ways; through someone saying they have been harassed, through third party allegations/suspicions or because of your own suspicions. Whatever the source, please do not treat the matter lightly. As employees, it is our responsibility, in the interest of teamwork and in support of our fellow colleagues, to act promptly and carry out a preliminary investigation. Of course, the victim also has a responsibility to make use of the opportunities in this Code of Practice to address their problem/complaints.*

7.0 PRELIMINARY INVESTIGATION

- 7.1 *The purpose of the preliminary investigation is to gather sufficient information to decide whether or not there are reasonable grounds to believe that the suspicion or a victim's allegation is partly/wholly true.***
- 7.2 *The individual who will carry out the preliminary investigation will usually be the Branch Manager or Head of Department. It is therefore in the interest of both the Bank and the individual against whom allegations have been made that a fair and professional process is used. This will help ensure that as much accurate information as possible is available to the decision-making authorities at the various stages of the disciplinary process and that the rights of the individual are upheld.***
- 7.3 *If procedures have not been carried out properly, there is a strong possibility that the Bank would either be unable to continue proceedings at all, or be more restricted in the options available to Managers in a position to take disciplinary action.***
- 7.4 *The outcome of the preliminary investigation may be;***
- (a) *The complaint is unjustified, in which case it is possible that no action will be taken.***
 - (b) *The complaint does not constitute misconduct, but may require some form of action.***
 - (c) *The allegation constitutes misconduct and requires further action. In this case, an appropriate person from the Human Resource Department will step in to handle the matter.***

8.0 **DISCIPLINARY INQUIRY**

To ensure that the above policy is effective, it is essential that disciplinary action be taken against offenders. Since sexual harassment is a form of misconduct, an appropriate verbal or written disciplinary inquiry will be conducted before any disciplinary action is imposed against the accused employee. Depending on the seriousness of the offence, the disciplinary punishment imposed can range from a written warning to the dismissal of the guilty party from employment. Please take note that individuals who are found to make a deliberate false claim of harassment may also be liable for disciplinary action.

Dated 24th January 2008

***Proposal for New Collective Agreement for the Period from
1st March 2008 to 28th February 2011***

***By & On Behalf of
Association of Maybank Class One Officers***



ZAINURIN BIN ZAINAL ABIDIN
President

KHOO BENG YEE
Vice President

JIMMY TONG YEE SHEN
General Secretary

MISRAN SERMAN
Treasurer

HABIBAH YAAKOB
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