

MEMORANDUM OF AGREEMENT

BETWEEN

SABAH COMMERCIAL BANKS' ASSOCIATION

AND

SABAH BANKING EMPLOYEES' UNION

(EFFECTIVE FROM 1ST JANUARY 2012)

KOTA KINABALU

Date : 23.04.2013

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PART 1 STATUTORY

ARTICLE 1 - PARTIES

- (1) The parties bound by this Agreement are THE SABAH COMMERCIAL BANKS' ASSOCIATION, a trade union of employers registered under the Trade Unions Act, 1959, and having its registered office at Maybank Berhad, Bangunan Maybank, No. 1 Jalan Kemajuan, Karamunsing, 88000 Kota Kinabalu (hereinafter referred to as "the Association") and its member BANKS which have accorded recognition to the Union (hereinafter referred to as "the Bank" or "the Banks" when collectively referred to) of the one part and the SABAH BANKING EMPLOYEES' UNION, a trade union of employees registered under the Trade Unions Act, 1959, and having its registered Head Office at Block A, Lot 1, 2nd Floor, Jalan Ikan Juara 1, Sadong Jaya, 88100 Kota Kinabalu (hereinafter referred to as "the Union") of the other part.
- (2) It shall be an implied term of the contract of service between the Bank and its employees in the Non-Clerical, General Clerical, and Special Grade Clerical categories (hereinafter referred to as "the employees") 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.
- (3) This Agreement shall publish in English and Bahasa Malaysia and in the event of a dispute arising out of the interpretation of the Agreement, the English version shall prevail.
- (4) The Bank shall furnish every employee with a copy of this Agreement within 3 months from the date of Cognizance by the Industrial Court.

ARTICLE 2 - EFFECTIVE DATE AND DURATION

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effect on **1st January 2012** and shall continue to remain in force until **31st December 2014** and thereafter, until superseded by a new Agreement.

ARTICLE 3 - MODIFICATION AND TERMINATION

- (1) During the period of this Agreement, neither the Association nor the Union shall seek to alter, modify, annul or add to any of its provisions in any way whatsoever, except by mutual agreement between the parties.
- (2) Should any new legislation supersede, vary, repeal or add to any of the provisions of this Agreement, then the relevant provisions of this Agreement shall be amended accordingly. However, if the benefits contained in this Agreement are more favourable, they will continue to apply, if so permitted by law.
- (3) Any variation of this Agreement between the parties shall be jointly deposited by the parties with the Registrar of Industrial Court within thirty (30) days from the date on which the agreement has been entered into:

PROVIDED THAT the variation agreement shall not take effect until cognizance has been taken by the Industrial Court. Any such variation 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) Either party may serve on the other six (6) months' notice in writing, together with proposals to negotiate a new agreement, but no such notice shall be given before **1st July 2014**. Negotiation shall commence not later than thirty (30) days from the date of receipt of such notice and proposals.

ARTICLE 4 - SETTLEMENT OF DISPUTES

- (1) Recognising the value and importance of full discussion in clearing up misunderstanding and preserving harmonious relations, every reasonable effort shall be made both by the Union and the Association to dispose off any complaint or grievance from employees at the lowest possible level.

(2) **Grievance Procedure**

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

(a) **Complaint or Grievance at Office Level**

- (i) If an employee has a complaint or grievance, he may present it in the Grievance Information Form within seven (7) days to his immediate superior. For this purpose he may, if he so wishes, be accompanied by a member of the Inter-Relations Committee in the Bank:

PROVIDED THAT if the complaint or grievance is of a common nature involving more than one employee, then one "Grievance Information Form" setting out the details of such common complaint/grievance signed by the affected employees, may be presented to their immediate superior.

- (ii) The Grievance Procedure is set into motion only when an employee completes the Grievance Information Form. Complaint or Grievance made verbally by an employee shall not constitute "complaint" or "grievance" as envisaged under Article 4(2).

(b) **Settlement of Dispute at Office Level**

- (i) If a complaint or grievance so presented by the employee is not resolved within a period of seven (7) days after it has been brought up, a dispute shall be deemed to have arisen. It shall then be brought up for discussion at a formal meeting between the Inter-Relations Committee and the Bank with a view to reaching settlement.
- (ii) The parties shall, by mutual arrangement, meet as soon as possible, normally not later than seven (7) days after receipt of verbal or written request from either side, and on as many occasions as they deem desirable. They shall keep jointly signed Minutes immediately after each meeting. The Minutes shall set out as concisely as possible the facts or circumstances of the dispute, the view points of each party and the areas or points of agreement or disagreement.

(c) **Settlement of Dispute at Branch Level**

- (i) If any dispute remains unsettled after a formal meeting or any subsequent formal meeting at the Office Level, it shall, upon written notice served by either party on the other, be deemed to have been referred to the Union Branch Level for settlement. Meetings between the Bank and the Union Branch shall take place not later than fourteen (14) days after a request has been made by either side.
- (ii) For the purpose of joint meetings at Branch Level, the Bank may be assisted by representatives of the Bank's Head Office and the Union Branch by representatives of the Union Head Office:

PROVIDED ALWAYS THAT there shall not be more than four (4) members on each side.

- (iii) The parties shall meet on as many occasions as they deem desirable and they shall keep jointly signed Minutes immediately after each meeting.

(d) **Settlement of Dispute at National Level**

- (i) If any dispute remains unsettled after a joint meeting or any subsequent joint meeting at Branch Level, it shall, upon written notice served by either party on the other, be deemed to have been referred to the Bank's Head Office and the Union Head Office for settlement at National Level.
- (ii) Where the dispute still remains unsettled, it shall be referred, upon written notice by either party, to the Standing Committee established under Clause (4) of this Article.
- (iii) If no agreement is reached by the Standing Committee, the dispute shall be referred to a third party to be mutually agreed upon, or the Ministry of Human Resources, if necessary, for further assistance.

(3) **Rights of Parties Pending Settlement of Dispute**

Subject to the immediate requirements of the Bank's operations, neither party shall take any unilateral action during the period the complaint or grievance is being processed in accordance with the procedure set out herein. The employee who carries out any order of his superior, which is the subject-matter of the complaint or grievance, shall be deemed to do so under protest until the dispute is settled or arbitrated.

(4) **Implementation and/or Interpretation of Collective Agreement**

- (a) A Standing Committee consisting of not more than five (5) **representatives from** the Association and the Union shall be established. All questions and disputes connected with the implementation and/or interpretation of this Collective Agreement shall be dealt with by the Standing Committee. If it is still not resolved, the dispute shall be referred to the Industrial Court for a decision.

- (b) The SCBA/SBEU Standing Committee is the only body to deal with all questions and disputes connected with the implementation and/or interpretation of the Articles in this Collective Agreement. Any doubts relating to the implementation and/or interpretation of any Articles in the Agreement shall therefore be referred to the Standing Committee.

(5) **Rights of Parties To Invoke SCBA/SBEU Standing Committee**

Any party may refer any dispute which is not covered under Clauses (2) and (4) of this Article to the SCBA/SBEU Standing Committee. Upon such reference, the Standing Committee shall be convened to resolve the dispute. If it is still not resolved, the dispute shall be referred to the Ministry of Human Resources.

PART II
EMPLOYER-UNION RELATIONS

ARTICLE 5 - RECOGNITION OF THE BANK

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

ARTICLE 6 - RECOGNITION OF THE UNION

The Association and the Banks shall recognise the Union as the sole negotiating body in respect of the employees, **subject to the provisions of any law for the time being in force and the provisions of this agreement.**

ARTICLE 7 - LEAVE ON TRADE UNION BUSINESS

- (1) An employee intending to carry out his duties or to exercise his right as an officer of a trade union shall apply in writing to the Bank for leave of absence, stating the duration of and the purposes 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 employee shall not be entitled to leave with pay for the duration of his absence if the purposes for which he is absent from work are not to represent the members of his trade union in relation to industrial matters concerning his employer.

- (2) The Bank may grant to its employees leave with full pay to attend trade union courses or conferences provided that:
- (a) such leave shall not exceed six months in the case of a trade union course or one week in the case of a trade union conference;
 - (b) the number of employees attending such a course or conference shall not be more than one (1) from each Head Office Department or not more than one (1) from each Bank Branch, subject to a maximum of **four (4)** from each Bank; and
 - (c) application for such leave should be supported by a letter from the Union Head Office.
- (3) For the purposes of this Article, "officer of a trade union" means "officer" as defined under the Trade Unions Act, 1959.

ARTICLE 8 - INTER-RELATIONS COMMITTEE

- (1) Inter-Relations Committee (IRC) comprising representatives of employees in a Bank may be formed for the purpose of fostering and maintaining good relations between management and employees. For the purpose of this Clause, the term "a Bank" refers to each Branch of the Bank, its Main Office/Head Office. In cases where the Main Office and Head Office are housed in the same building, there may be one (1) IRC for both the Main Office and Head Office or two (2) IRCs, one each for the Main Office and Head Office.
- (2) Meetings between the IRC and the Management may be arranged at times which are mutually acceptable. At such meetings, the IRC shall consist of not more than four (4) employees.
- (3) The functions of the IRC shall be:-
 - (a) To promote measures for securing and preserving amity and good relations between employees and management;
 - (b) To comment upon matters of common concern; and
 - (c) To reconcile differences of opinion on matters under Clauses (3)(a) and (b) above.
- (4) A minimum of two (2) members of the IRC shall represent employees in the Safety and Health Committee established under the Occupational Safety and Health Act 1994.
- (5) Notwithstanding Clauses (1) and (3) above, the IRC shall not make any claims outside the provisions of this Collective Agreement nor shall the IRC perform the functions of the Union as a negotiating body.

ARTICLE 9 - NOTICE BOARDS

The Union may, with the prior approval of the Bank, use the Bank's Notice Boards that are installed on the premises for transmitting information to employees.

PART III
TERMS AND CONDITIONS OF EMPLOYMENT

ARTICLE 10 - PROBATION

- (1) The normal period of probation for a new employee (hereinafter referred to as "the probationer") shall not be more than three (3) months but shall not exceed four (4) months. Upon satisfactory completion of the initial three (3) months period of probation, the Bank shall, as soon thereafter, notify in writing to the probationer that he is being confirmed in the service. In the absence of such a notice, a probationer shall be deemed to be confirmed in the service on completion of four (4) months of probation from date of first appointment. The probationary employment is subject to termination without assigning any reasons thereof by either side giving twenty-four (24) hours' notice in writing to the other.
- (2) A probationer shall be paid a monthly salary (including the Sabah Allowance) and commence at a salary on the appropriate salary structure applicable to him, depending on qualifications, experience and appointment as may be determined at the sole discretion of the Bank.
- (3) The only other provisions of this Collective Agreement that shall apply to a probationer are the following:-
 - (a) Article 15 - Transfer;
 - (b) Article 21 - Allowances;
 - (c) Article 24 - Medical Benefits;
 - (d) Article 26 - Rest Days
 - (e) **Article 26A- Additional Rest Days on Saturdays of Each Month;**
 - (f) Article 27 - Hours of Work;
 - (g) Article 28 - Public Holidays;
 - (h) Article 30 - Sick Leave;
 - (i) Article 31 - Special Leave;
 - (j) Article 33 - Interpretation;
 - (k) Article 35 - Employment Injury.
- (3) Upon confirmation of a probationer, his service with the Bank shall be deemed to have commenced from the date of his first appointment as a probationer, and he shall be deemed to have been emplaced on the salary structure/range applicable to confirmed employees with effect from that date.
- (4) Upon confirmation, an employee shall not be entitled to any immediate increase in salary and shall continue to draw his commencing salary until he qualifies to receive his first increment which shall not be earlier than six (6) months but not later than twelve (12) months from the date of first appointment in accordance with Article 11.

ARTICLE 11 - ANNUAL INCREMENT 9SALARY STRUCTURE)

- (1) A confirmed employee shall be entitled to receive an annual increment on the incremental date until he reaches the maximum of his salary structure, unless his increment has been deferred or stopped.
- (2) The incremental date of a confirmed employee first appointed or promoted to the salary structure on a after 1st January but not later than 30th June shall be 1st January of each subsequent year.
- (3) The incremental date of a confirmed employee first appointed or promoted to the salary structure on or after 1st January but not later than 30th June shall be 1st January of each subsequent year.
- (4) For the purpose of this Article "salary structure" means the salary structure of the Non-Clerical, General Clerical, or Special Grade Clerical structure, as the case may be. Thus, where an employee was first appointed to the Bank as a Non-Clerical on 1st January (incremental date 1st January) and subsequently promoted to the General Clerical on 1st July, his new incremental date will be 1st July; and if he is subsequently promoted to the Special Grade Clerical on 1st January, his new incremental date thereafter shall be 1st January.
- (5) Annual salary increments for employees in the Performance Related Remuneration System (PRRS) shall be in accordance with the bilateral agreement between the Bank and the Union.

ARTICLE 12 - NATIONAL SERVICE

Any period of National Service undergone by an employee while in the employment of a Bank shall count as continuous service with the Bank.

ARTICLE 13 - DISABLED EMPLOYEES

Wherever possible, sympathetic consideration will be given to offer employment involving suitable lighter duties to partially disabled employees instead of retiring them from service. Such consideration will be given solely on compassionate grounds and on the merits of each individual case, and subject to such terms and conditions as may be arranged between the Bank and the employee concerned.

ARTICLE 14 - TEMPORARY EMPLOYEES

- (1) The Bank may appoint Temporary employees in abnormal circumstances, such as those arising from cases of increase in volume of work, sickness, maternity, leave of absence without pay, or reorganisation. Such employment shall not exceeding 6 months. In the event the need to continue employment exceeds 6 months , the Union will be consulted accordingly in writing.
- (2) The only other provisions of this Collective Agreement that shall apply to a temporary employee are the following:-
 - (a) Article 15 – Transfer
 - (b) Article 21 – Allowance
 - (c) Article 24(1)(a) – Medical Benefits (Outpatient Treatment for employee only)
 - (d) Article 26 – Rest Days
 - (e) Article 26A - **Additional Rest Days on Saturdays of each Month;**
 - (f) Article 27 – Hours of Work
 - (g) Article 28 – Public Holidays
 - (h) Article 30 – Sick Leave
 - (i) Article 31 – Special Leave
 - (j) Article 33 – Interpretation
 - (k) Article 35 – Employment Injury.
- (3) Other than permanent or temporary or part-time employees, all other forms of employment (including outsourcing) shall require the prior consultation with the Union before implementation.

ARTICLE 15 - TRANSFER

- (1) Transfer of employees within the same city or town may be made by the Bank at any time at its sole discretion.
- (2) Where it is necessary to transfer any employee to another city or town, other than with the consent of such employee, 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 employee concerned shall not be carried out without the employee being given a reasonable period of time to organise his affairs. The period of time allowed in such cases shall not exceed three (3) months from the date of first notification of the transfer.

- (3) The transfer of an employee or where consent is withheld shall not adversely affect the employee's promotion prospects.

(4) Transfer Expenses

Employees who are transferred shall be entitled to claim transfer expenses as per existing practice in the various prospects.

ARTICLE 16 - PROMOTION

- (1) Suitable Non-Clerical employees may be eligible for consideration for promotion to General Clerical vacancies if the employees have the necessary experience and/or qualification.
- (2)
 - (a) General Clerical employees may be considered for promotion to the Special Grade Clerical, when a vacancy exists in a senior post of responsibility.
 - (b) For promotees to Special Grade, the Bank may impose a probationary period of not less than three (3) months but shall not exceed four (4) months. The Bank shall, as soon as thereafter, notify in writing to the employee that he is being confirmed. In the absence of such a notice, the employee shall be deemed to be confirmed. In the event the employee is not confirmed in the Special Grade post, he shall be reverted to his former position and salary as if he was not promoted.
- (3) The determination of such posts, their responsibilities, the allocation of duties, and the selection of employees for promotion shall be at the discretion of the Bank.
- (4) The Bank shall inform employees by notification posted on Notice Boards in the Bank's offices **or through circulars or via electronic media which is accessible to employees**, any vacancy in grades immediately above that of the employees.
- (5) Notwithstanding the provisions of this Article, the Bank may recruit from outside sources at its sole discretion, having complied with Clause (4) above.
- (6) Upon promotion to a higher position, including a grade immediately above the present, the employee's salary shall be adjusted by an increase of not less than 10% of his existing basic salary.

ARTICLE 17 - EFFICIENCY AND DISCIPLINE

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

(a) **Inefficiency**

Should the Bank consider an employee is failing to carry out his duties efficiently, a warning letter will, after investigation, be addressed to him. After three (3) such written warnings have been issued at intervals of not less than three (3) months within a period of not more than two (2) years, the Bank shall be entitled to dispense with the services of the employee in question or alternatively to withhold any increment for which the employee is eligible.

(b) **Serious Misconduct or Indiscipline**

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

- (i) give the employee a written warning; or
- (ii) suspend the employee without pay for a period not exceeding seven (7) working days; or
- (iii) defer increment for a period not exceeding six (6) months; or
- (iv) stop increment for which the employee is eligible not exceeding two (2) years; or
- (v) terminate the services of the employee by giving one (1) month's notice or pay in lieu; or
- (vi) dismiss the employee summarily.

(2) **Inquiry**

- (a) Before any disciplinary action is taken, the employee concerned shall have the opportunity to be heard orally or in writing. Where an oral inquiry is to be held, he may, if he so wishes, be accompanied by a member of the Inter-Relations Committee, employed by the Bank within the State where the misconduct has occurred, who shall assist him at the Inquiry. The Bank's decision shall be notified to the employee in writing.
- (b) Where an inquiry is held other than in the base branch place of work of the employee, transport and other expenses as a consequence of the inquiry including witnesses, and Inter Relations Committee representative and the employee shall be borne by the Bank. However, if such arrangement is at the request of the employee, then this provision shall not apply.
- (c) Written inquiry notes of Domestic Inquiry shall be given to the employee **concerned at the close of each inquiry day**. However, if the employee refuses to sign the Inquiry Notes, then it need not be given.

(3) **Right of Appeal**

An employee on whom any form of disciplinary punishment is imposed as provided in this Article shall have the right of appeal to the appropriate authority of the Bank within thirty (30) days from the date of notification on person, or thirty (30) days from the date of posting.

- (4) When action is taken by the Bank against an employee under this Article, the employee cannot invoke the Grievance Procedure under Article 4(2).

ARTICLE 18 - TERMINATION OF EMPLOYMENT

- (1) Other than in cases of termination arising out of or related to misconduct or in the case of probationers who are new recruits, in a normal case either the Bank or confirmed employee may, at any time, give thirty (30) days' notice to the other to terminate employment. Such notice shall be in writing and the length of such notice shall be the same for either side.
- (2) However, either the Bank or the employee 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 19 - RATES OF PAY

(1) The Bank shall pay every employee a monthly salary.

(2) **Salary Structure**

With effect from 1st January **2012**, the salary **range** for:-

- (a) Non-Clerical;
- (b) General Clerical; and
- (c) Special Grade Clerical;

Employees shall be as prescribed in the SALARY STRUCTURES, as per Appendix I.

(3) **Salary Conversion**

The mode of conversion for employees shall be set out as in Appendix II.

(4) **Performance Related Remuneration System (PRRS)**

PRRS is a new system of remuneration linking the salary to performance. PRRS shall be introduced and implemented by a member Bank only upon entering into a bilateral agreement which shall constitute as a supplementary agreement to this agreement. The supplementary agreement shall be deposited with the Industrial Court for cognizance. In the event the Union disagrees to the conversion to PRRS in a particular member Bank the disagreement shall be referred to the Standing Committee established under Article 4(4).

(5) The minimum and the maximum salary for the two systems shall be the same.

(6) The Bank which opts to remain in the conventional salary structure shall be allowed to do so.

(7) **Sabah Allowance**

(a) Employees covered by this Agreement shall, during its currency, be paid a monthly Sabah Allowance at the rates paid by Government as Regional Allowance in Sabah. The present rates are as follows:-

Below RM951.34	25%
RM951.35 – RM1,329.73	22½%
RM1,329.74 – RM2,015.73	20%
RM2,015.74 – RM4,029.63	17½%
RM4,029.64 – RM6,289.13	15%
RM6,289.14 and above	12½% .

(To the nearest Ringgit).

(b) When the Government changes its rates of Regional Allowance in Sabah, then the new rates, whether inferior or superior to the above rates, shall be applied automatically from the effective date of such change.

- (c) In the event that the Government abolishes and consolidates the Regional Allowance into salary, then both parties will meet within fourteen (14) days to discuss the repercussions of such a change, vis-à-vis their Basic Salary Structures/Range and Sarawak Allowance. Pending the outcome of the meeting, the Bank will continue paying the rates of pay as set out in Article 19 of this Agreement.

ARTICLE 20 – PERFORMANCE BONUS

- (1) Every employee who is in service as at 31st December and is confirmed in his/her employment shall be entitled to an annual bonus equivalent to twice the basic salary excluding Sabah allowances which will be drawn by him for the month of December in that year. Such bonus shall be paid to the employees not later than the 15th December.
- (2) Where a confirmed employee has less than 12 months service as at 31st December in a given year, he will be entitled to a proportionate amount of bonus.
- (3) Where an employee is still on probation on 31st December, he/she will be paid a proportionate amount for that year only when he is subsequently confirmed in his/her appointment.
- (4) Proportionate bonus will be paid to an employee who resigns from service during the year after having been confirmed. Provided, however, that no employee shall be eligible for payment of proportionate bonus under the following circumstances :-
 - (a) if he/she resigns or leaves the service of the Bank without giving proper notice in writing or indemnity in lieu thereof under Article 18; or
 - (b) if he/she resigns in circumstances involving serious misconduct (including fraud, embezzlement or dishonesty) or gross negligence, or if he/she is discharged or dismissed under the same circumstances.

PROVIDED THAT where an employee is allowed by the Bank to set off his/her Annual Leave against the notice period, he/she shall not be disqualified from receiving his/her proportionate bonus under this sub-clause.

Such bonus based on his/her last drawn basic salary excluding Sabah allowances shall be paid to an eligible employee at the time when he/she leaves the service of the Bank.
- (5) Employees who retire or are medically boarded out due to ill-health or disablement or die whilst in service during the year are also entitled to the payment of proportionate bonus.
- (6) Notwithstanding Clause (1) of this Article, the Bank may, at its sole discretion, make any payment in excess of the amount specified in Clause (1) in any given year.

ARTICLE 21 - ALLOWANCES

- 1) When employees are required to travel for the performance of their duties, the Bank shall, at its own discretion, determine the mode of transport to be used by the employees for the travel. Employees who are required to use their own means of transport in the performance of their duties shall be paid a transport allowance at a rate not less than 70 sen per km for motorcars and at a rate not less than 60 sen per km for motorcycles or reimbursed with actual transport costs. The Bank shall reimburse toll charges and parking fees.
- (2) An employee who is appointed to drive the Bank's vehicle and on a regular basis shall be reimbursed the driving licence renewal fee on an annual basis. In the case of other employees who are required to drive the Bank's vehicle on an ad-hoc/relief basis, the reimbursement of the driving licence renewal fee shall be at the sole discretion of the Bank.

(3) **Subsistence Allowance**

An employee who is required to work in any Branch or place other than in the Branch or place where he normally works shall be entitled to an allowance, subject to the conditions specified hereunder:-

(a) **Duty Involving Travel Up To 15 Kilometres**

For duty in East Malaysia involving travel up to a distance of within 15 kilometres from normal place of work, an employee shall not be entitled to any payment other than the payment of transport, if applicable.

(b) **Duty Involving Travel Beyond 15 Kilometres And Not Requiring Overnight Stay**

- (i) For duty in East Malaysia involving travel beyond 15 kilometres from normal place of work and not requiring overnight stay - **RM18.50** per day.
- (ii) For the purpose of this paragraph, "Duty" means work that involves a duration of 4 hours or more, inclusive of travelling time from and to the normal place of work.

(c) **Duty Involving Travel Beyond 15 Kilometres And Requiring Overnight Stay**

For duty in East Malaysia involving travel beyond 15 kilometres from normal place of work and requiring overnight stay - hotel accommodation at a Bank-appointed hotel plus **RM58.00 per day**, excluding the day of return to normal place of work or a lump sum of **RM110.00 per day**, excluding the day of return to normal place of work.

(d) **Duty in Peninsular Malaysia**

For duty in Peninsular Malaysia, hotel accommodation at a Bank-appointed hotel plus **RM68.00 per day**, excluding the day of return to normal place of work or a lump sum of **RM132.00 per day**, excluding the day of return to normal place of work.

(e) **Day of Return to Normal Place of Work**

An employee who is returning to his normal place of work after an outstation duty under paragraphs (c) and (d) above shall, in addition to payment for transport, only be paid the following:-

- (i) if he returns to normal place of work before 6.00 p.m. - **half the subsistence allowance described in 3(c) and 3 (d).**
- (ii) if he returns to normal place of work after 6.00 p.m. - **one full day subsistence allowance described in 3(c) and 3 (d).**

- (4) (a) Where Banks are currently paying better rates, such rates will continue to be paid to employees.
- (b) Notwithstanding Clauses (1) and (3) of this Article, the Bank may, at its sole discretion, make any payment in excess of the rates specified in accordance with existing practices in the Bank. Where Banks are already providing better benefits, such benefits shall continue to be given.

(5) **Acting Allowance**

- (a) The Bank shall pay Acting Allowance at **RM10.00** per day to non-clerical employees who are required to perform the duties of clerical employees for a minimum aggregate period of four hours in a day.

ARTICLE 22 - ADVANCES

(1) Housing Loan

Each employee, regardless whether he is married to another in the same Bank, is eligible to a housing loan as follows:-

- (a) Amount of housing loan shall be any amount so long the monthly repayment shall not exceed 75% of the wages of the employee. The repayment period shall not be more than 35 years or the period up to retirement age whichever is earlier.
- (b) The above loan shall be granted subject and to such other terms and conditions as the Bank may impose.

(2) Vehicle Loan

Employees are eligible to vehicle loans in accordance with existing terms in each Bank.

(3) Sundry Loan

Employees are eligible to sundry loans in accordance with existing terms in each Bank.

ARTICLE 23 - UNIFORMS

(1) Non-Clerical Employees

The under-mentioned items will be supplied by the Banks to their Non-Clerical employees wearing uniforms:-

- (a) 4 suits of uniforms annually;
 - (b) The Bank shall reimburse RM80.00 every six months up to a maximum of RM160.00 a year for the purchase of shoes, the design and make being at the Bank's choice.
 - (c) For Muslims only - 2 songkoks, renewable at the Bank's discretion;
 - (d) For Sikhs only - 2 turbans annually; and
 - (e) For Messengers only - raincoats, when necessary.
- (2) (a) Employees who are required to use motorcycles in their course of duties shall be supplied with a leather jacket and a helmet with visor, renewable at the Bank's discretion.
- (b) In the case of other employees who are required to use motorcycles on an ad-hoc or relief basis, the provision of a waterproof jacket and a helmet with visor, shall be at the discretion of the Bank.
- (3) Clerical employees who are required to wear uniforms will be supplied with uniforms and shoes annually, the design and quality of which shall be at the discretion of the Bank.
- (4) The Bank shall provide free laundry service. Where free laundry service is not provided, the Bank shall reimburse a sum of RM55.00 per month in lieu.
- (5) Employees supplied with uniforms are required to wear them during working hours.
- (6) **Proper Attire for Work**

All employees shall be properly attired and appear neat and tidy while on duty. Where Banks insist on attire at their discretion, then such Banks shall provide employees with suitable attire.

- (7) Notwithstanding Clauses (1) to (4) of this Article, the Bank may, at its discretion, provide benefits in excess of those provided in accordance with the Bank's existing practice.

ARTICLE 24 - MEDICAL BENEFITS

(1) Outpatient Treatment

- (a) Employees will be eligible for medical consultation, treatment and medicines provided by the Bank's doctors and government doctors.
- (b) Employees will be eligible for diagnostic tests recommended by the Bank's doctor or by a specialist referred to by the Bank's doctor for the proper treatment of the illness. Employees will also be eligible for immunisation from the Bank's doctor.
- (c) The Bank's doctor may refer the employee in the first instance to a specialist in the Bank-appointed private hospital or where the employee chooses to a specialist in a Government Hospital.

In a locality where there is no private hospital, the Bank doctor may refer the employee to a specialist in a Government Hospital. In the event the particular specialist or specialist facility is not available or not immediately available in the General Hospital, the Bank's doctor may refer him to any other private specialist in the vicinity.

However, if the employee chooses to be referred to any of the Bank-appointed private hospital(s) in Malaysia instead of the specialist in the Government Hospital, the Bank's doctor shall then refer him to the Bank-appointed private hospital. In such circumstances, the Banks shall not be liable for any transportation costs incurred under this Clause.

- (d) The Bank shall pay for the cost of dental extraction from any registered dental practitioner.
- (e) The Bank shall pay for the costs of dental treatment from any registered dental practitioner and spectacles/contact lenses from any registered optician subject to a maximum combined limit of **RM400.00** per annum, non-cumulative.

(2) Non-Panel Doctors

- (a) Employees are permitted to receive out-patient medical consultation or treatment from non-panel doctors only in the following circumstances:-
 - (i) emergency;
 - (ii) where the services of the Bank's doctor are not available within a reasonable time or distance.
- (b) Any subsequent treatment should be had from the Bank's doctor. In each claim under this Clause, an employee is required to explain in writing the nature of the emergency for the Bank to be satisfied as to its liability.

(3) **Hospitalisation**

(a) Employees requiring hospitalisation as recommended by the Bank's doctor or government doctor or specialist referred to, may be accommodated at a Bank-appointed private hospital or if the employee so chooses at a Government Hospital in the following classes of accommodation:-

- (i) First class ward in a Government hospital or Second Class in a Bank-appointed private hospital. In the event where there is no Second Class ward in the Bank-appointed private hospital, the employee may be admitted to a 4-bedded ward or in the event a 4-bedded ward is not available, in a 3-bedded ward or a 2-bedded ward until a bed in a 4-bedded ward is available.
- (ii) If an employee is hospitalised for emergency treatment in any other hospital other than the Bank-appointed private hospital, the liability of the Bank shall be limited to equivalent first class rates in a Government Hospital.
- (iii) In the event where the employee chooses to be admitted to a private hospital other than a Bank-appointed private hospital, the liability of the Bank shall be limited to equivalent First Class rate in a Government Hospital. In such circumstances, the Banks shall not be liable for any transportation costs incurred under this Clause.

(b) **Medical Examination**

Employees are eligible to undergo medical examination at the expense of the Bank subject to the following conditions:-

- (i) Employees have attained the age of 40.
- (ii) Such medical examination shall be provided only once every 2 years.
- (iii) The medical examination shall be obtained only from the doctors or hospitals appointed by the Bank.

(4)(a) **Family Medical Benefits (Clerical)**

Medical benefits for the employee's legal spouse and children under the age of 18 years including disabled children above the age of 18 years who are not gainfully employed **and children up to 23 years of age attending full time education in a local educational institution** subject to a maximum of **RM1,550.00** per employee's family per calendar year as follows:-

- (i) Outpatient medical consultations and medicines prescribed by any registered general medical practitioner including consultations and treatment by a paediatrician for children of employees.
- (ii) **Specialist treatment.**
- (iii) Hospitalisation in any hospital.

In the event that the employee has more than one legal wife, such employee shall nominate one of them only for the purposes of this Clause.

- (iv) The employee may elect to off-set a sum not exceeding **RM500.00** to purchase Hospitalisation and Surgical Insurance for their spouse and children on a reimbursement basis.

(b) Family Medical Benefits (Non-Clerical)

- (i) Medical consultations and medicines prescribed by the Bank's doctor only for the wife and children under the age of 18 years including disabled children above the age of 18 years who are not gainfully employed and children up to 23 years of age attending full time education in a local educational institution.
- (ii) In the event that hospitalisation is recommended by the Bank's doctor, hospitalisation in a 2nd Class ward in a Government Hospital. For hospitalisation, Bank will cover only the employee's legal spouse and children under the age of 18 years including disabled children above the age of 18 years who are not gainfully employed and children up to 23 years of age attending full time education in a local educational institution. In the event that the employee has more than one legal wife, such employee shall nominate one of them only for the purpose of hospitalisation coverage.
- (iii) Bills incurred in respect of medical consultations, medicine and hospitalisation obtained from any other doctor or hospital shall not be paid by the Bank.
- (iv) The Bank shall reimburse a sum not exceeding RM500.00 per calendar year to purchase Hospitalisation and Surgical Insurance for the spouse and children. This shall be effective from the date of signing of this Agreement. This provision is separate and in addition to Clause 4 (b) (i), (ii), and (iii) hereinabove.

(5) Medical Facilities/Benefits Not Borne by the Bank

Notwithstanding the above, medical benefits provided by the Bank to employees shall not include:-

- (a) Cost of artificial devices, artificial dental appliances, pregnancy, prenatal or post-natal care, confinement or abortion or miscarriage. However, the Bank will bear medical expenses incurred in the treatment of miscarriage provided that such treatment is obtained from the Bank's panel of doctors or Bank-appointed hospitals.
- (b) The Bank will not provide medical benefits in respect of injuries sustained as a result of participation in wrongful or dangerous activities on the part of employees.
- (c) If and when any form of national health service or other type of Government sponsored medical benefits is introduced, the question of medical benefits for employees will be re-examined jointly and to the extent that if any newly introduced medical benefits are adequate, the Bank will be absolved from the responsibility of paying for them.
- (d) Other than in the case of an emergency provided for in Clause (2), where an employee chooses to be treated by any medical practitioner instead of the Bank's doctor or any specialist instead of the specialist referred to by the Bank's doctor, the Bank will not be liable to pay the charges incurred.

- (e) Where an employee repeatedly chooses to go to any medical practitioner (other than a Bank's doctor or Government Hospital), Sick Leave will be granted but on "no-pay" basis and the Bank will not be responsible for the payment of the medical bill.
- (6)(a) All the medical benefits provided under this Article are confined only to expenses incurred in Malaysia. Banks will not be liable for any medical expenses incurred by employees outside Malaysia (except where an employee is required by the Bank to work or undergo training outside Malaysia).
- (b) Where there is no specialist treatment or operations available in Sarawak Hospitals, the Bank may consider sympathetically to send the employee to Peninsular Malaysia hospitals in cases of matter of life and death.

ARTICLE 25 - MATERNITY BENEFITS

- (1) Every female employee shall be entitled to paid Maternity Leave for a period of ninety (90) consecutive days in respect of each confinement.
- (2) Maternity Leave shall not commence earlier than a period of thirty (30) days immediately preceding the confinement of a female employee or later than the day immediately following her confinement:

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

- (3) Where a female employee abstains from work to commence her Maternity Leave on a date earlier than a period of thirty (30) days immediately preceding her confinement, such abstention shall not be treated as Maternity Leave but as Sick Leave under Article 30.
- (4) Notwithstanding the provisions of Clause (1) above, a female employee 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.
- (5) A female employee 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.
- (6) **Child Care Subsidy**
 - (a) **Every employee** with children of 7 years and below shall be reimbursed childcare subsidy of up to a maximum of **RM660.00** per annum.
 - (b) The reimbursement shall be paid monthly, on a pro-rated basis.
 - (c) Banks currently providing benefits which are better than those contained in this Clause shall continue to provide same.

- (7) **Delivery Charges**

Banks will reimburse a female employee an amount not exceeding **RM600 per normal delivery or RM800-00 for delivery involving caesarean operation** confinement in respect of two (2) confinements. Where Banks are currently paying delivery charges, such practice will continue.

ARTICLE 26 - REST DAYS

- (1) Every employee shall be allowed in each week a Rest Day. Such a Rest Day (other than for those performing shift work) unless altered by prior notice, shall be a Saturday, Sunday or Friday of the week as applicable to each State.

(2) **Payment For Normal Hours of Work on Rest Day**

The Bank may require an employee to work on a Rest Day. An employee who is required to work on a Rest Day shall be paid the following, during Normal Hours of Work: -

- (a) Work which does not exceed half ($\frac{1}{2}$) the Normal Hours of Work, half ($\frac{1}{2}$) the Ordinary Rate of Pay; and
- (b) Work which exceeds half ($\frac{1}{2}$) the Normal Hours of Work but which does not exceed the Normal Hours of Work, one (1) day's Ordinary Rate of Pay.

(3) **Payment For Work Outside Normal Hours of Work on Rest Day**

The Bank may require an employee to work Outside the Normal Hours of Work on a Rest Day. An employee who is required to work Outside the Normal Hours of Work on a Rest Day shall be paid three times (3) his hourly rate of pay, calculated on the basis of the first hour or part thereof and thereafter on half-hourly ($\frac{1}{2}$) basis:

PROVIDED THAT no employee shall be required to commence work later than 11.00 a.m.

- (4) PROVIDED THAT where an employee who is within the definition of worker as per the Sabah Labour Ordinance, the rate applicable under the said Ordinance if superior will apply.

(1) **Week-end (Sunday) Banking**

- (a) Banks may at their discretion and in accordance with operational needs introduce Week-End Banking service subject to the following terms and condition :-

- (i) Any employee who is required by the Bank to work on their week-end on account of Week-End Banking shall be paid a lump sum payment of **RM35-00 per day** plus the benefits as contained in the Collective Agreement for work on Weekly Rest Day.
- (ii) The Week-End Banking Allowance of **RM35-00** is for one day's attendance on the Rest Day regardless of the number of hours worked.
- (iii) Only the employees selected to attend to work related to Week-End Banking Services are to be paid the Week-End Banking Allowance.
- (iv) The Bank shall introduce a rotation system and no employee shall be required to work more than once in three (3) weeks.
- (v) The employees shall be paid the Week-End Banking Allowance without option to substitution of the Weekly Rest Day.

- (vi) “Work on Week-End” shall mean work related to Week-End Bank’s opening hours and NOT work that had been carried over from the previous day.
- (vii) It is also agreed that before the Bank introduce Week-End Banking, it shall inform SBEU Headquarters.
- (b) This Week-End Banking shall not be applicable to 7-day Banking. The implementation of the 7 Day Banking shall be discussed with the Union.

ARTICLE 26A - ADDITIONAL REST DAYS ON THE SATURDAYS OF EACH MONTH

- (1) Every employee shall be allowed an additional rest day on every Saturday of each month.
- (2) Payment for Work Done on the Additional Rest Days in the Month

The Bank may require an employee to work on the additional rest days in the month. An employee who is required to work on the additional rest days in the month shall be paid at one and a half ($1\frac{1}{2}$) times his hourly rate of pay, calculated on the basis of the first hour or part thereof and thereafter on half hourly ($\frac{1}{2}$) basis.

Provided that no employee shall be required to commence work later than 11.00am.

ARTICLE 27 - HOURS OF WORK

(1) Normal Hours of Work

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

(2) The commencing and ending points of Normal Hours of Work of an employee or employees shall be as determined by the Bank from time to time according to operational needs.

(3) It is recognised that as and when necessary, according to operational needs of the Bank, an employee may be required to work in excess of the Normal Hours of Work prescribed in Clause (1) above. Such excess work is defined as "Work Outside Normal Hours of Work". For the purpose of this Clause, "Work Outside Normal Hours of Work" means work performed at the prior request of the Bank, in excess of eight hours (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.

(4) The Normal Hours of Work, unless otherwise determined by the Bank and notified to an employee, shall be: -

(a) Weekdays - Monday to Thursday

From 8.30 a.m. to 5.30 p.m. with a lunch break of one (1) hour to be staggered between 11.30 a.m. to 2.30 p.m.

(b) Weekday - Friday

From 8.30 a.m. to 4.30 p.m. with a lunch break of one (1) hour to be staggered between 11.30 a.m. to 2.30 p.m.

PROVIDED THAT no employee shall be required to commence work later than 11.00 a.m.

(5) Shift Work

The Bank may, according to operational needs, introduce Shift Work as and when necessary. In order to ensure continuity of operations, all shift employees shall remain on duty until relieved by either the succeeding shift employees 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.

(6) **Shift Allowance**

Employees who are required to perform Shift Work shall be paid a Shift Allowance as follows:-

- (i) 2-Shift Cycle - RM195.00 per month
- (ii) 3-Shift Cycle - RM229.00 per month .

(7) **NACCS (KLACH/REACH/SPICKS) Allowance**

Employees who are required to perform work on account of the above System shall be paid an allowance as follows:-

- (i) Employees required to perform work at or before 6.00 a.m. - **RM41.00** per day.
- (ii) After 6.00 a.m. but before 7.30 a.m. - **RM30.00** per day.

(8) **Payment For Work Outside Normal Hours of Work on Weekdays**

The Bank may require an employee to work Outside the Normal Hours of Work on Weekdays. An employee who is required to work Outside the Normal Hours of Work on a Weekday shall be paid one and a half (1½) times his hourly rate of pay, calculated on the basis of the first hour or part thereof and thereafter on half-hourly (½) basis.

(9) **Meal Allowance**

- (i) Employees who are required to work overtime for more than two (2) hours after their Normal Hours of Work shall be paid a Meal Allowance of **RM12.00** per employee per occasion.
- (ii) Employees who are required to work for more than six (6) hours on the additional rest day in the month shall be paid a Meal Allowance of **RM12.00** per employee per occasion.

(10) **Inconvenience Allowance**

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

- (i) An employee who commences work at anytime between 10.00 p.m. to 1.00 a.m. shall be paid **RM30.00** per day.
- (ii) An employee who commences work at anytime between 1.00 a.m. to 6.00 a.m. shall be paid **RM41.00** per day.
- (iii) This will not apply to employees on Shift Work and NACCS.

ARTICLE 28 - PUBLIC HOLIDAYS

- (1) Every employee 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.

(2) **Payment For Normal Hours of Work on Public Holidays**

The Bank may require an employee to work the Normal Hours of Work on a Public Holiday. An employee who is required to work the Normal Hours of Work on a Public Holiday shall be paid Two (2) times the Ordinary Rate of Pay, regardless the period of work done on that day is less than the Normal Hours of Work.

(3) **Payment For Work Outside Normal Hours of Work on Public Holidays**

The Bank may require an employee to work Outside the Normal Hours of Work on a Public Holiday. An employee who is required to work Outside Normal Hours of Work on a Public Holiday shall be paid three (3) times the Hourly Rate of Pay, calculated on the basis of an hour or part thereof.

ARTICLE 29 - ANNUAL LEAVE

(1) Entitlement to Annual Leave

The Bank shall grant their employees paid Annual Leave calculated as follows:-

Calendar Year (Continuous Service in the Bank)

- (a) 1st to 2nd calendar year (inclusive) - 14 working days;
 - (b) 3rd to 5th calendar year (inclusive) - 16 working days;
 - (c) 6th to 15th calendar year (inclusive) - 23 working days; and
 - (d) 16th calendar year onwards - 26 working days.
- (e) "Calendar Year" means a year beginning on 1st January, that is to say that the year of appointment of an employee, irrespective of the month of appointment, will be his first calendar year. Leave entitlement of an employee should be calculated in accordance with the following example:-

Example

Where an employee is appointed to an appointment on 1st April **2009**.

2012 (1st Calendar Year)	-	11 Working Days (proportionate)
2013 (2nd calendar Year)	-	14 Working Days
2014 (3rd Calendar Year)	-	16 Working Days
2015 (4th Calendar Year)	-	16 Working Days
2016 (5th Calendar Year)	-	16 Working Days
2017 (6th Calendar Year)	-	23 Working Days

and so on.

- (f) Where a Clerical employee is promoted, say, on 1st August, the Annual Leave entitlement will be calculated proportionately, i.e., for the period up to 31st July according to the entitlement under this Article, and for the period commencing 1st August according to the entitlement in the particular category to which such employee has been promoted.
- (2) (a) Leave entitlement for any incomplete year shall be calculated proportionately.
- (b) For the purpose of calculation, any fraction of a day of Annual Leave which is less than one-half ($\frac{1}{2}$) of a day shall be disregarded and where the fraction of a day is one-half ($\frac{1}{2}$) or more, it shall be deemed to be one (1) day.
- (3) Annual Leave shall be taken in accordance with an Annual Leave Roster to be drawn up by the Bank at the beginning of each calendar year. The Bank may roster leave at a stretch not exceeding 6 working days:

PROVIDED THAT seven (7) days of Annual Leave entitlement is excluded from the Leave Roster for the purposes of attending to contingencies which do not qualify for leave under Article 31.

PROVIDED FURTHER THAT where an employee has not utilised the 7 days of the unrostered Annual Leave arising under Article 29(3) of the Collective Agreement before 1st September of a calendar year, then the employee shall take such

unutilised Annual Leave in accordance with a new roster to be drawn by the Bank as follows:-

- (a) 4 days of the 7 days leave to be granted before 31st October of the year; and
- (b) the remaining 3 days before 31st December of that year.

Other than in cases where accumulation of leave has been approved, or where leave is not granted due to exigencies, employees are required to utilise the leave entitlement of a year within that year and shall not be permitted to carry forward any leave to the following year.

- (4) Employees who intend to utilise their leave on dates otherwise than as rostered shall make a written application at least seven (7) days in advance and the Bank may, subject to operational requirements and provided the leave of other employee(s) can be re-rostered, grant such application.
- (5) Where an employee who is on paid Annual Leave becomes entitled to Sick Leave or Maternity Leave while on such Annual Leave, the employee shall be granted the Sick Leave, or Maternity Leave, as the case may be, and the Annual Leave shall be deemed to have not been taken in respect of the days for which Sick Leave or Maternity Leave is so granted:

PROVIDED THAT such leave shall not be automatically utilised to extend the approved Annual Leave or Maternity Leave without the approval of the Bank.

- (6) The Bank reserves the right to arrange or re-arrange leave programmes for their employees in accordance with its operational needs.
- (7) **Accumulation of Annual Leave**

An employee may, with the prior written approval of the Bank, accumulate part of his Annual Leave for a period not exceeding three (3) years for the purposes of going overseas (for this purpose Singapore is deemed to be overseas) or to perform a pilgrimage, subject to the following conditions:-

- (a) The employee 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 subject to an employee taking at least the following minimum number of working days annually:-
 - (i) Less than two (2) years' service - 8 Days;
 - (ii) Two (2) years or more but less than five (5) years - 12 Days;
 - (iii) Five (5) years or more but less than sixteen (16) years - 16 Days; and
 - (iv) Sixteen (16) years and more - 16 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 employee shall be permitted to carry forward such accumulated leave to a later date within one year from the last day of the calendar year in which the accumulated leave was due;

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

LENGTH OF SERVICE	LEAVE AS PER AGREEMENT	NO.OF DAYS WHICH MUST BE TAKEN	NO.OF DAYS WHICH CAN BE ACCUMULATED
Less than 2 years' service	14 days	8 days	6 days per year
2 yrs or more but less than 5 yrs	16 days	12 days	4 days per year
5 yrs or more but less than 16 yrs	23 days	16 days	7 days per year
16 years and more	26 days	16 days	10 days per year.

(8) Payment in Lieu of Leave

Payment shall be made at the Ordinary Rate of Pay in respect of any Annual Leave that is outstanding but not taken at the time of resignation or death of an employee.

- (9) Where an employee gives notice of resignation, the requisite period of notice may be reduced by the amount of leave due to the employee.

(10) Call Back

- (a) During leave, an employee may be called back for duty with his consent. The employee shall then be compensated as follows:-
 - (i) Reimbursement of travelling expenses to and from location of leave at time of Call Back Outstation duty rates;
 - (ii) An allowance for food and lodging equivalent to Subsistence Allowance as per Article 21(3)(c); and
 - (iii) Restoration of leave entitlement for the number of days he is on duty during leave, including travelling time.
- (b) For the purpose of this Clause, an employee 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.

ARTICLE 30 - SICK LEAVE

- (1) The Bank shall allow Sick Leave with full pay on the certificate of recommendation of the Bank's doctor or appropriate Government Hospital Authority, up to the period indicated below :-
 - (a) Not exceeding, in the aggregate, thirty (30) days in each year, non-cumulative, if no hospitalisation is necessary; or
 - (b) **Nintey (90)** days in each year, non-cumulative, if hospitalisation is necessary, provided that if the employee is hospitalised for less than **sixty (60)** days in any one year, his/her entitlement to paid Sick Leave for that year shall not exceed the aggregate of thirty (30) days, plus the number of days on which he/she is hospitalised.
- (2) Where an employee is certified by the Bank's doctor or Government Hospital Authority to be ill enough to be hospitalised but is not hospitalised for any reason whatsoever, the employee shall be deemed to have been hospitalised for the purpose of this Article.
- (3) The Bank may, at its own discretion, grant Sick Leave with or without pay in excess of the number of days provided in Clause (1) of this Article only in cases where the Bank's doctor or where, there is no appointed Bank's doctor, the Government Hospital Authority certifies in writing that the illness suffered by the employee is serious enough to incapacitate him from the performance of his duties in the Bank.
- (4) In cases of emergency, having regard to the nature or circumstances of the illness and where the services of the Bank's doctor or Government Hospital are not obtainable within a reasonable time or distance, employees are permitted to receive out-patient medical attention or treatment from the nearest registered medical practitioner, and in these circumstances the recommendation for leave, if any, issued by such registered medical practitioner may be accepted. Any recommendation for leave subsequent to the emergency must be issued by the Bank's doctor.
- (5) Except in cases of emergency where an employee obtains medical attention from other than the Bank's doctor or where applicable from the Government Hospital Authority, or in cases where, if having regard to the nature or circumstances of the illness, the services of the Bank's doctor are not obtainable within a reasonable time or distance, such leave as is recommended by such registered medical practitioner will be on a no-pay basis.
- (6) Any period of Sick Leave or any period of hospitalisation during Annual Leave shall be treated as Sick Leave provided that it is supported by a medical certificate issued by a medical practitioner in accordance with the provisions of this Article.
- (7) An employee who absents himself/herself on Sick Leave which is not certified by the Bank's doctor, or in cases of emergency by a registered medical practitioner, shall be deemed to have absented himself/herself from work without the permission of the Bank and without reasonable excuse for the days on which he/she is so absent from work.

- (8) If any public holiday falls within the period during which the employee is on Sick Leave, the Bank shall determine and grant another day as a paid public holiday in substitution for such public holiday or the day substituted therefor.

(9) **Prolonged Illness**

- (a) An employee who is certified by the Bank's doctor or an appropriate Government Hospital Authority to be mentally unsound, or suffering from illness requiring prolonged treatment such as tuberculosis, cancer, leukemia or cerebral thrombosis or injury arising from an accident shall, upon confirmation of such illness or 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 a further twelve (12) consecutive months leave without pay;

PROVIDED THAT no paid leave will be granted unless the employee undergoes the course of treatment recommended by the Bank's doctor or the appropriate Government Hospital Authority.

- (b) Upon full recovery within the two-year period, the employee may resume duties on production of a fit certificate from the appropriate medical authority.
- (c) In the event the employee who resumed duty under Clause (b) above suffers a relapse within six (6) months from the time the employee 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 in the first instance by the employee shall be set off against his entitlement under Clause (a) and the employee shall only be granted the balance of the unutilized leave, if any, under the Clause.
- (d) If an employee is still unfit after the two-year period of the Prolonged Illness Leave, the employee may be retired on medical grounds with full benefits.
- (e) Leave under this Clause will only commence after an employee has exhausted all his/her entitlement under the Annual Leave and Sick Leave Articles in the Collective Agreement.
- (10) Banks will only accept Medical Certificates issued by Medical Practitioners registered in Malaysia for the purpose of paid Sick Leave under the Article. Medical certificates issued by Medical Practitioners from outside Malaysia will not be accepted by the Banks for the purpose of paid Sick Leave but may subject to the Bank being satisfied as to circumstances be accepted as a reasonable excuse for absence from duty. Such Sick leave will be on a no-pay basis.
- (11) For the purpose of this Article, "Bank's Doctor" includes a specialist where the employee is referred to by the Bank's doctor and a Bank-appointed private hospital.

ARTICLE 31 - SPECIAL LEAVE

(1) Marriage

- (a) The Bank shall grant ten (10) working days as Marriage Leave to an employee who is single on the occasion of his marriage once only during his service with the Bank.
- (b) A probationary employee who gets married will not be entitled to any Marriage Leave during the period of probation. The employee will become entitled to the Marriage Leave on confirmation of appointment. Such leave shall be taken within three months from the date of confirmation. Thereafter the employee shall cease to be entitled to such leave.

(2) Emergency/Compassionate Leave

- (a) The Bank shall grant paid leave to an employee not exceeding a total of ten (10) working days in any one calendar year, non-cumulative, under the following circumstances:-
 - (i) Birth of legal child/children per pregnancy - 3 working days;
 - (ii) Death of a member of employee's immediate family – 3 working days;
 - (iii) Serious illness of employee's immediate family – 2 working days;
 - (iv) Disasters such as flood, fire, robbery, etc. affecting the employee - 2 working days.

Immediate family is defined as employee's spouse, child, parents, brothers, sisters, or grandparents, parents-in-law and grandparents-in-law.

- (b) In the event that three (3) days under this Clause is insufficient at any one time, an employee may be granted additional days from his Annual Leave entitlement under Article 29(3).

(3) Examination

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

(4) Sports

The Bank will give sympathetic consideration to grant leave to enable their employees to represent the State or Malaysia in sports.

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

ARTICLE 32 - CASH DISCREPANCY

- (1) The Bank shall absorb all cash shortages (except fraud) incurred by tellers.
- (2) The Bank will investigate the cash discrepancy and may institute disciplinary action according to their own internal procedures.
- (3) For Banks where employees had opted to continue with the payment of teller's allowance, the practice of restitution shall remain.

ARTICLE 33 - INTERPRETATION

- (1) Ordinary Rate of Pay shall be calculated as follows:-

$$\frac{\text{Monthly Rate of Pay}}{26}$$

- (2) Hourly Rate of Pay shall be calculated as follows:-

$$\frac{\text{Monthly Rate of Pay} \times 12}{39 \times 52}$$

- (3) Work Outside Normal Hours of Work means work performed at the prior request of the Bank in excess of the Normal Hours of Work per day.

- (4) Monthly Rate of Pay means basic wages and all other payments in cash payable to an employee for work done in respect of his contract of service but does not include:

- (a) the value of any house accommodation or the supply of any food, fuel, light or water or medical attendance or of any approved amenity or approved service;
- (b) any contribution paid by the employer on his own account to any pension fund, provident fund, superannuation scheme, retrenchment, termination, lay-off or retirement scheme, thrift scheme or any other fund or scheme established for the benefit or welfare of the employee;
- (c) any travelling allowance or the value of any travelling concession;
- (d) any sum payable to the employee to defray special expenses entailed on him by the nature of his employment;
- (e) any gratuity payable on discharge or retirement; and
- (f) any annual bonus or any part of any annual bonus.

- (5) Registered Medical Practitioner means medical practitioner registered under the Malayan Medical Act 1971 or a dental surgeon as defined under the Dental Act 1971.

ARTICLE 34 - RETIREMENT BENEFITS

(1) Age of Retirement

- (a) The date of retirement of an employee shall be the date on which he fulfils any one of the following conditions:-
 - (i) upon attaining the age of 55 years;
 - (ii) termination of service due to medical disability.
- (b) An employee may opt to retire at any time after attaining the age of fifty (50) years.
- (c) Effective from the date of signing of this Agreement, an employee may apply to extend his/her retirement age in furtherance of Clause (1) (a) (i) hereinabove. Such application shall be made at least three (3) months prior to their retirement and the Bank shall subject to business requirement and the employee's health conditions approve the application and the retirement age shall be extended until the employee attains the age of 57 years. In the event the Bank is unable to extend an employee's retirement age the Union shall be advised of same one (1) month prior to the employee's retirement from the Bank.
- (d) In the absence of a birth certificate, the date of birth shown in the Identity Card of the employee concerned shall be deemed to be the date of birth for the purpose of determining the retirement age. If the Identity Card fails to record the actual month or date of birth, the last working day shall be on 31st December of the year, provided that if the month is shown, the last working day shall be the last day of the month.

(2) Retirement Benefits

- (a) The Bank shall contribute each month 16% of the wages for that month to the Employees Provident Fund. Such contribution shall be deemed to be inclusive of any employer's contribution to the Employees Provident Fund as may be prescribed by law from time to time.
- (b) For the purpose of Clause (2)(a) above, "wages" shall have the meaning assigned to it by the Employees Provident Fund Act, 1991.

(3) Computation of Retirement Benefits For Service Up To 30th September 1981

- (a) In respect of service prior to 1st October 1981, an employee shall be entitled to retirement benefits in accordance with the provisions contained in the individual Collective Agreements between the Union and the Individual Banks which expired on 31st December 1975, and in the case of Banks which were not parties to any Collective Agreement, according to the existing terms in such Banks.
- (b) The Bank shall remit the accrued lump sum retirement benefits to the Employees Provident Fund or pay dividends according to EPF rates within 90 days from the date of signing this Agreement. The dividends on the lump sum shall accrue 90 days from date of signing of this Agreement.

- (c) Any tax on the accrued lump sum retirement benefits when it is remitted to the Employees Provident Fund shall be borne by the employees.
- (d) Where a Bank elects to retain the retirement benefits, the lump sum retirement benefits under Clause (2)(a) of Article 34 in the SCBA/SBEU Industrial Court Award No:133/82 dated 29th June 1982, will be paid together with accrued dividends upon retirement or as a result of medical disability at any age as certified by the Bank's panel of doctors.
- (e) Where the lump sum accrued retirement benefits are retained in the Bank's books, the accrued lump sum and accrued dividend shall be paid to the employee's account with the Employees Provident Fund on his resignation.
- (f) Where a Bank elects to remit the accrued lump sum retirement benefits to the Employees Provident Fund, an employee may elect to retain his lump sum retirement benefits in the Bank's books. In such an event, the accrued lump sum retirement benefits shall not earn any dividend.
- (g) Where the Bank retains the accrued lump sum retirement benefits, the accrued sum together with dividends shall be paid to the beneficiary in the event the employee dies whilst in service.

PROVIDED THAT no employee who is entitled to a lump sum retirement benefit under Clause (3)(a) of this Article shall be paid the sum if he resigns or is dismissed or has his service terminated in circumstances involving fraud, embezzlement or dishonesty resulting in financial loss to the Bank.

(4) Retirement Leave

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

(5) Hospitalisation and Surgical Insurance

The Bank shall reimburse an employee upon his retirement a sum not exceeding RM600.00 to purchase Hospitalisation and Surgical Medical Insurance for a period of 3 years. This provision shall take effect from the date of signing of this Agreement.

ARTICLE 35 - EMPLOYMENT INJURY

(1) Temporary Disablement Benefit

Where the employee has received normal wages in full for the period of temporary disablement, for which he is entitled to disablement benefit from SOCSO, the Bank shall be entitled to deduct from the wages of the employee the amount of temporary disablement benefits after the employee has received the temporary disablement benefits from SOCSO.

(2) Insurance

The Bank shall insure every employee on a 24-hour basis to the amount of RM110,000.00 in the event of death or total permanent disablement arising from whatever causes that are covered by a Personal Accident policy and, in the event of permanent partial disablement arising from the same circumstances.

(3)(a) The Bank shall also provide Group Term Life policy to every employee for an amount of RM33,000.00 in the event of death and total permanent disability. The terms and conditions are subject to the provisions of the insurance policy and requirements of the insurance company which may include employees undergoing medical examinations.

(b) Banks currently providing benefits which are better than those contained in this clause shall continue to provide same.

Notwithstanding the provisions in this Article, the Bank may, at its discretion, provide better insurance coverage for its employees.

ARTICLE 36 - EXISTING BENEFITS

- (1) The Banks shall not remove any existing benefits given currently received daily or monthly in cash or kind by their employees 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; and
 - (b) allowances paid for the doing of a specific task, as and when such task ceases to be performed by the employees or classes of employees concerned, shall cease to be paid.
- (2) Employees who are in receipt of any benefits originally granted to them daily or monthly in cash or kind for the doing of a specific task which is no longer performed by the employees concerned or for a specific reason which has ceased to exist, will continue to receive the said benefits. Such benefits received shall henceforth be treated as personal benefits applicable only to the employees concerned and shall cease when the holder leaves office.

ARTICLE 37 - NEW SYSTEMS/TECHNOLOGY

- (1) Employees may undergo eye examination by any ophthalmologist, optometrist, or registered optician of their choice as and when problems develop. The cost of such eye examination shall be borne by the Bank.
- (2) Notwithstanding the provisions of this Article, the Bank may at its discretion, provide benefits in excess of those provided in accordance with the Bank's existing practice.

ARTCILE 38 -EXCLUSION

The benefits of this Agreement in respect of salary, bonus and allowances shall be paid to all employees who are in service on the date of signing of this Agreement and to employees who have been promoted, or who have retired, or who have been medically boarded out, or who had died whilst in service. Employees who resigned from the services of the bank shall be eligible for arrears of salary and bonus only.

ARTICLE 39 - SUSPENSION OF CONTRACT OF SERVICE

An employee who is on approved Unpaid Leave or on Prolonged Illness Leave in accordance with Article 30(9) of this Collective Agreement shall be deemed to have not been in service for the period the employee is on such leave and consequently, the employee shall not be entitled to any benefits under the Collective Agreement, except for medical benefits in the case of prolonged illness, for the duration of the period of such leave.

PROVIDED THAT an employee who is an "officer" of a trade union and who is on approved Unpaid Leave to enable the employee 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 employee is on such Unpaid Leave.

ARTICLE 40 - IMPLEMENTATION

(1) Arrears of Salary

- (a) All arrears of basic salary, bonus, and all other arrears of salary (wages as defined in the Employment Act, 1955) under this Agreement shall be effective **from 1st January 2012**
 - (i) All arrears of salary and bonus under this Agreement from 01 January **2012** shall be computed and paid to employees not later than **forty (45)** days from the date of signing the Collective Agreement.
 - (ii) All other arrears of wages ("wages" as defined under the Sabah Labour Ordinance) under this Agreement from **01 January 2012** shall be computed and paid to employees not later than **Sixty (60)** days from the date of signing of the Collective Agreement.
- (2) All other payments, reimbursements and changes will be effective from the date of signing the Collective Agreement.

ARTICLE 19 (2) - SALARY STRUCTURE

No.	Grade	Min	Max	Annual Increment
(a)	NON-CLERICAL	1,000	2,219	80
(b)	GENERAL CLERICAL	1,421	3,717	128
(c)	SPECIAL GRADE CLERICAL	1,792	4,436	156

**SALARY STRUCTURE –CONVERSION
(ARTICLE 19 (3))**

1.0 Salary Adjustment

Employee will be granted a salary adjustment based on their salary as at 31st December 2012 as follows subject to the maximum salary in the respective salary scales:-

- (a) Non- Clerical - 10%
- (b) Clerical - 10%
- (c) Special Grade - 10%

2.0 And, as an example, the mode of conversion for employees shall be as follows:-

Non Clerical	Present Salary	Adjustment at 10%	New Salary
Min	845	929.50	1,000
Max	2,017	2,218.70	2,219

General Clerical	Present Salary	Adjustment at 10%	New Salary
Min	1,269	1,395.90	1,421
Max	3,379	3,716.90	3,717

Special Grade Clerical	Present Salary	Adjustment at 10%	New Salary
Min	1,600	1,760	1,792
Max	4033	4,436.30	4,436

3.0 employees whose salary on being adjusted as per clause 1 above, exceed the maximum of the salary structure will be placed on the maximum of the salary structure. In addition, such employees will be paid one lump sum equivalent to 14 times the difference between the adjusted total and the salary maximum.

- 4.0 Employees whose salary subsequent to the initial adjustment as per clause 1 above, exceed the maximum when the annual increment due on 01.01.2012 is added will be placed on the maximum of the salary structure. In addition, such employees will be paid lump sum equivalent to 14 times the difference between the total after the adjustment after the annual increment has been counted and the maximum.
- 5.0 Where, due to being granted annual increment which are higher than the minimum, the difference between the maximum of the salary structure and the salary of the employee is less than the minimum annual increment, the employee will be placed on the maximum of the salary structure when his increment is due. In addition, he will be paid 14 times the difference in one lump sum.
- 6.0 Employees who are already at the maximum of the respective salary structures on 31 December 2011 will on 01 January 2012 move to the maximum of the new salary structures respectively. In addition, such employees will be paid one 91) annual increment applicable to the respective salary structures in one lump sum equivalent to 14 times.

Appendix III

ARTICLE 19 (7) - SABAH ALLOWANCE

22.50%		20%		17.50%		15%	
Basic Salary	Sabah Allow.	Basic Salary	Sabah Allow.	Basic Salary	Sabah Allow.	Basic Salary	Sabah Allow.
1,000	225	1,421 1,792	285 359	2,210 3,717	389 651	4,436	666

(To the next higher Ringgit)

**GRIEVANCE INFORMATION FORM
(ARTICLE 4)**

Date:.....

Name of Employee:

Department: :.....

Nature of Grievance

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

.....
(Employee's signature)

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

Acknowledgement of Head of Department/Manager of above.

.....
(Signature)

Name:.....

Date:.....

SIGNED AND DATED THIS 23 APRIL 2013

For and On behalf of

SABAH COMMERCIAL BANKS' ASSOCIATION

.....
(LIEW KUI CHOI)
PRESIDENT

.....
(MATURIN SIBI)
SECRETARY

For and On behalf of

SABAH BANKING EMPLOYEES' UNION

.....
(MARGARET CHIN SAT PENG)
PRESIDENT

.....
(CATHERINE JIKUNAN)
GENERAL SECRETARY

IN THE PRESENCE OF

.....
(NORA ABD MANAF)
PRESIDENT
MALAYAN COMMERCIAL BANKS' ASSOCIATION

.....
(MORYATI BTE OTHMAN @ ABDULLAH)
PENGARAH JABATAN PERHUBUNGAN PERUSAHAAN
NEGERI SABAH

MEMORANDUM OF UNDERSTANDING
ON
CODE OF CONDUCT FOR THE PREVENTION
OF SEXUAL HARASSMENT IN THE
WORKPLACE

BETWEEN

SABAH COMMERCIAL BANKS' ASSOCIATION

AND

SABAH BANKING EMPLOYEES' UNION

SIGNED THIS 23 APRIL 2013

SEXUAL HARASSMENT IN THE WORKPLACE

1.0 **FOREWORD**

- 1.1 As responsible business organisations, the member banks of **Sabah Commercial Banks Association (SCBA)** are committed to providing a safe and harmonious working environment for all its employees. As such, all forms of sexual harassment in the workplace will not be tolerated and the SCBA and its member banks are committed to helping to prevent and eradicate it. In this regard, this Code of Practice has been established in its efforts to prevent and eradicate sexual harassment in the workplace.
- 1.2 Please note that any employee who breaches this Code of Practice shall be liable to face disciplinary action, up to and including dismissal. All employees, including those in a supervisory or managerial capacity have a duty to comply with this Code of Practice and indeed, demonstrate leadership by example.
- 1.3 All employees of the member banks of SCBA, including trade union representatives and senior management have a responsibility to ensure that the Code of Practice is implemented to help create a climate at the workplace which is free from sexual harassment.
- 1.4 It is important for all employees to be familiar with the contents of this Code of Practice.
- 1.5 The Code of Practice is issued in collaboration with, and has the full support of Sabah Banking Employees' Union and Sabah Commercial Banks Association.

**CODE OF PRACTICE
ON THE PREVENTION AND ERADICATION
OF SEXUAL HARASSMENT IN THE WORKPLACE**

1.0 AIM

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 all 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 responsibilities and the steps required to tackle any incident of harassment should it arise.

3.0 DEFINITION 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; or
- (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 relationships. Situations 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 action is taken jointly by the employer and trade union.
- 5.2 Trade unions can contribute to the prevention of sexual harassment by ensuring that the standard of conduct of their members do 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 HARASSMENT**

- 6.1 Victims of sexual harassment do not complain 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 victimisation;
 - (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 offender is 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 departmental head. If the superior, branch manager or departmental head is the source of the harassment, then you may, of course, report the matter to an executive in Human Resource Department.
- 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 her/his 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 or at the very least, inform somebody who is in a position to conduct 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 problems/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 processes 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 Resources 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 note that individuals who are found to make a deliberate false claim of harassment may also be liable for disciplinary action.

SIGNED AND DATED THIS 23 APRIL 2013

For and On behalf of

SABAH COMMERCIAL BANKS' ASSOCIATION

.....
(LIEW KUI CHOI)
PRESIDENT

.....
(MATURIN SIBI)
SECRETARY

For and On behalf of

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