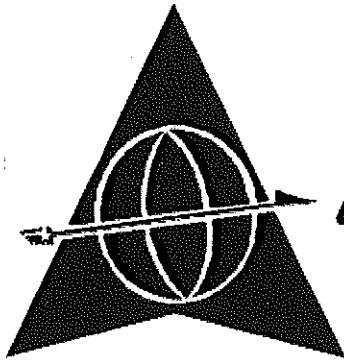


COG. NO : 237/2012



AIROD



2nd

**COLLECTIVE AGREEMENT
BETWEEN**

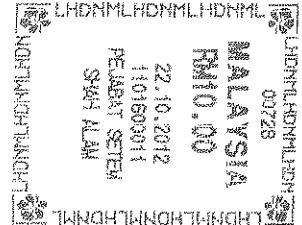
**AIROD SENDIRIAN BERHAD
AND
KESATUAN EKSEKUTIF AIROD
(KEA)**

1st January 2011 – 31st December 2013

10

IN WITNESS WHEREOF the parties have hereunto set their hands this
dated **17th October 2012** first above written as per

As per **ARTICLE 2.1**



SIGNED for and on behalf of
of **AIROD SDN BHD**

SIGNED for and on behalf
KESATUAN EKSEKUTIF
AIROD Sdn Bhd

Dato Kamil Bin Abdul Aziz
CEO AIROD Sdn Bhd

Shatiri Bin Mansor
President

Dato Abdul Rahim Bin Abdul Rahman
Director – AIROD Sdn Bhd

Syamsul Azwan Mustar
Secretary

Salinan asal Perjanjian Kolektif ini telah
diiktiraf oleh Mahkamah ini sebagaimana
Pengiktirafan No: 237/2012, bertarikh 24/10/2012.
Fail MP2: 2261/2.1.1. (10)

MAHYAN BINTI ABA3
Penolong Pendaftar
Pendaftaran Pusat Perjanjian Kolektif
Mahkamah Perusahaan, 50544 KUALA LUMPUR.

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ARTICLE : 1 TITLE

1.1 The title of this Agreement shall be known as the " COLLECTIVE AGREEMENT BETWEEN AIROD SENDIRIAN BERHAD and KESATUAN EKSEKUTIF AIROD SDN BHD ". (Hereinafter referred to as the "Agreement")

ARTICLE : 2 PARTIES TO THE AGREEMENT

- 2.1 This Agreement is made this 1st day of January , 2011 between AIROD Sdn. Bhd. (Company No: 128885-H), a Company registered under the Companies Act 1965, having registered office at NADI Building, PT 192, Jalan Lapangan Terbang Subang, 47200 Shah Alam, Selangor Darul Ehsan, (hereinafter referred to as the " The Company") of the one part and the Kesatuan Eksekutif AIROD Sdn Bhd , a Trade Union of Executives Staff as registered number 871 and registered Office at No. 16 Jalan 7 , Desa Subang Permai , Shah Alam 40150, Selangor Darul Ehsan, (hereinafter referred to as the" The Union") of the other part.
- 2.2 In the event either the Company or the Union changes its name or merge with other companies or organizations to the effect that the Company or the Union is wholly or partly absorbed by the other organization, the clauses of this Agreement shall continue to apply and cover the Executives to which this Agreement is applicable at the time the change of name or merger takes place, for the remaining period of validity of this Agreement.
- 2.3 The effect of this Agreement shall be in accordance with Section 17(1) Of the Industrial Relations Act 1967.

ARTICLE : 3 PREAMBLE

- 3.1 The objective of this Agreement is to ensure industrial harmony by Providing a mutually beneficial economic and social relationship between the parties concerned in matters affecting the terms and condition of service for Executives in the Company as defined; to clarify the rights and responsibilities of the company and its Executives", and to provide an orderly and effective means of conducting and resolving any misunderstanding or grievances during the continuance of this Agreement.
- 3.2 The provision in this Agreement has been fully accepted by both the parties as a settlement which has been forwarded by the parties in relation to the terms and conditions of employment.
- 3.3 Pursuant to the above objectives, both the parties agree that during the continuance of this Agreement, neither party will take unilateral action or present demands which will diminish the value of this Agreement.

ARTICLE : 4 DEFINITIONS

In this Agreement, unless otherwise stated, the following definitions shall apply:

4.1 Call out / Call back

Shall mean that an Executive is requested to come to work outside his normal hours of work.

4.2 Day

Shall mean a continuous period of twenty-four (24) hour beginning at 12:00 midnight. For an Executive engaged in shift work, day means a continuous period of twenty-four (24) hours beginning at any point of time as per Employment Act 1955 Section 2 on day 'mean'.

4.3 Dependent

Shall mean spouse and unmarried children who are wholly dependent on the Executive, (children includes step child and adopted child who are adopted in accordance with the law, below the age of 21 years old and for children who are mentally and/or physically retarded the age limits are not applicable. The retarded children shall be certified by local authorities (i.e Jabatan Kebajikan Masyarakat and Kiwanis)

4.4 Executive

Shall mean all persons in the permanent employment of the company appointed to serve the Company under a Contract of Service and who are covered within the scope of this Agreement and shall also include any person temporarily seconded to other firms or companies, but who shall remain as an Executive of the Company.

4.5 Last Drawn Salary

Shall mean the monthly last drawn basic salary of an Executive.

4.6 Panel Doctor

Shall mean a registered medical practitioner who has been appointed by the Company as a "panel doctor" and whose name is included in the list of the Company's appointed panel doctors and any changes to the list of panel doctor is to be published in news bulletin.

4.7 Qualifying Service

Service is expressed in years for the purpose of computing benefits. Each completed month of service with the Company shall be computed as one-twelfth of a year, and a period of 10 days or more in a month shall regarded as a month, and any lesser period shall be disregarded. Such service shall exclude no-pay leave but include any period of duty, annual leave, sick leave, study leave and any other paid leaves.

4.8 Rest Day

Shall mean Sunday or Friday depending on the state where the Executive is working, or such other day as may be determined by the Company based on the exigency of service. Where an Executive is allowed more than one Rest Day in a week and other day(s) shall be considered as off-day(s). The last of such rest days shall be the rest day.

4.9 Registered Medical Practitioner

Shall mean all medical Practitioners registered under Medical Act 1971.

4.10 Wages

Shall mean 'wages' as defined under section 2(1) of the Employment Act 1955.

4.11 Service

Unless otherwise qualified shall mean service as an Executive of the Company and its length be expressed in years and months and days.

4.12 Shift Worker

Shall mean an Executive who is engaged with work which by its nature/operation is required to be carried on continuously or continually, as the case may be in two or more shifts.

4.13 Temporary Assignment

Shall mean a temporary assignment from present work location to new work location which is not within the same region recognize by the Company up to a maximum period of six consecutive months.

4.14 Immediate Family

Is defined as Executive's lawful wife / husband as registered in the Company's record, legal children, legal adopted children, stepchildren by marriage, parent, stepparents by marriage, legal guardians, parent-in-law, grandparents, brothers and sisters.

4.15 Foreign Language

Shall mean languages other than Bahasa Malaysia, English and spoken Mother tongue.

4.16 Basic Salary

Shall mean fix monthly sum payable to an Executive for services with the Company excluding bonus, overtime pay, shift allowance and other allowances whatsoever in nature.

4.17 Off base

Is defined as travelling to a location beyond 5km distance from where an Executive normally report for duty by using normal road.

ARTICLE : 5 INTERPRETATION

- 5.1 The Company shall provide all Executives who are covered by this Collective Agreement a copy of this Agreement in English and translation in Bahasa Malaysia . If there is any conflict in the interpretation between these versions, the English version shall prevail.
- 5.2 Non Union members who are within the scope of this Agreement shall not in any way whatsoever be entitled to better or more favorable benefits than provided by this Agreement.
- 5.3 In this Agreement, unless the context otherwise requires, words importing singularity or masculinity shall include plurality or femininity respectively and vice versa.

ARTICLE : 6 DURATION AND TERMS OF AGREEMENT

- 6.1 This Agreement shall take effect from 1st January 2011 and shall continue to remain in force for a period of three (3) years and thereafter, until superseded by a new Agreement.
- 6.2 During the period of this Agreement neither the Company nor the Union shall seek to vary, any of its terms nor shall any demands or claims be made on new terms and conditions of employment save by mutual Agreement, by operation of the law or as provided therein and provided that such variation shall take effect and be binding on the parties only after given cognizance by the Industrial Court.
- 6.3 Any variation to the terms of this Agreement shall be jointly deposited by both parties with the Industrial Court for its cognizance, such variation shall be binding on the parties from such date and for such period as may be specified in the variation Agreement provided that such period shall not commence earlier than the effective date of this Agreement.
- 6.4 Either party may serve on the other three (3) months written notice to negotiate on new terms and conditions of employment and other related matters but no such notice should be served earlier than 1st October 2013 . The party that serves the notice shall also submit proposals on terms and conditions of employment for negotiation. In the event of deadlock in negotiation, the provisions of the current terms and conditions of employment shall prevail until superseded by new terms concluded between the parties or awarded by the Industrial Court.

ARTICLE : 7 LEGISLATION

- 7.1 If the legislation provide better than the provisions of this Agreement, then the relevant provisions of this Agreement shall automatically be revised as follows :-

- 7.1.1 The Government's legislation is less than the provisions of this Agreement then the provisions of this Agreement shall remain in force.
- 7.1.2 The Company shall comply with such legislation if the benefits are more favorable than the provisions of this Agreement.
- 7.1.3 No Executive shall be entitled to the benefits of both this Agreement and the Government legislation if the benefits of the legislation exceed the provisions of this Agreement.
- 7.1.4 Where any clause in any current contract of service exists which is in conflict with the terms of this Agreement, then such clause shall be superseded by the relevant terms of this Agreement, however if the benefit contain in the current contract of service is more favorable then the benefit will continue to apply.

ARTICLE : 8 RECOGNITION OF THE UNION.

- 8.1 The company recognizes the Union as the exclusive bargaining agency in respect of rates of pay, hours of work, wages and other terms and conditions of employment for all Executives who are employed by the Company in Malaysia and who are eligible for Union membership except those holding non bargaining position as set out in ARTICLE 12 of this Agreement.
- 8.2 In the event that a new category of Executives are introduced whom are not covered under Appendix - Salary structure of this Agreement, the Union will make representation with a view to determine the above accordingly.
- 8.3 The Company undertakes not to interfere with the affairs and conduct of the Union business and activities, provided these activities do not violate or infringe any of the provisions of this Agreement or any legislation and vice versa.

ARTICLE : 9 RECOGNITION OF THE COMPANY.

- 9.1 The Union recognizes the right and discretion of the Company to operate and manage its business in all respects and assures the Company that all its members will cooperate with the Company in working for the advancement of the company's business.
- 9.2 However, the Company in the exercise of its rights and discretion to manage its business shall not violate any of the expressed or implied terms of this Agreement nor shall it victimize any of the members of the Union.
- 9.3 The Union undertakes not to interfere with the affairs and conduct of the Company's Business and activities, provided these activities do not violate or infringe of any law for the time being in force and the provision of this Agreement.

ARTICLE : 10 JOINT RECOGNITION

10.1 Productivity

- 10.1.1 The Company and the Union recognize the need for high productivity to enhance the well being of the Company and for the benefit of its Executives.
- 10.1.2 Both parties affirm their commitment to high productivity and to provide meaningful work and job satisfaction.
- 10.1.3 High productivity shall be achieved through better skills and better work practices. These include office automation, computerization, advance technology, efficient work methods, flexible work practices and highly skilled and motivated Executives.
- 10.1.4 Executives shall be provided, with training to acquire the necessary skills to develop their capability and potential. Career planning shall be introduced for Executives to contribute and achieve their potential.

10.2 Executive Involvement

- 10.2.1 The Company recognizes that all Executives are involved in the business and are interested in it being run successfully. It therefore believes strongly in Executive communication and joint consultation, and shall encourage and promote a climate of open and meaningful bilateral communication with Executives. ("two way communication")
- 10.2.2 As part of this communication process, representatives of the Company and the Union shall meet at various levels to discuss industrial and general matters, with prior notification given at least 24 hours by both parties.

10.3 The Conduct of Industrial Harmony

- 10.3.1 The Company and the Union affirm their desire to conduct industrial relations matters in an orderly fashion and to promote a harmonious working relationship.

ARTICLE : 11 NOTICE BOARD / ROOM

- 11.1 The Company shall provide the notice board at suitable location. Other than General Notice concerning the Internal Affairs of the Union, the Union shall not put up any Notice that may be detrimental to the Company.

11.2 The company shall, at its discretion, provide a room in the Company premises to enable the Union to conduct its activities.

ARTICLE : 12 SCOPE OF AGREEMENT

12.1 This Agreement shall be binding on the Company and all Executives who are within the scope representation impositions represented by the Union and recognized by the Company, with the exception of those Executives who are employed in the following capacities/conditions:

- 12.1.1 Finance Department
- 12.1.2 Human Capital Department
- 12.1.3 MIS/ICT Department
- 12.1.4 Billing
- 12.1.5 Executive Secretary
- 12.1.6 Security

ARTICLE : 13 DISPUTE RELATING TO INTERPRETATION OR IMPLEMENTATION

13.1 Any dispute relating to the interpretation or implementation of this Agreement shall, unless settled by negotiation between the Company and the Union, be referred to the industrial Court in accordance with the provisions of the Industrial Relations Act 1967.

ARTICLE : 14 CHECK OFF

14.1 The Company hereby agrees to deduct the monthly membership subscription fees and other dues through monthly deduction from the salaries of members who have given their written authorizations through the Union to the Company to do so in accordance with Section 24 of the Employment Act 1955 and such monies shall be remitted to the Union.

14.2 The Union will submit authorizations duly signed and completed by individual Executive to the Human Resources Department, one month before the deduction is to be made.

14.3 The Authorization for Deduction of Union Dues (Appendix A) should specifically stipulate the monthly subscription rates. If there is any change in the monthly subscription rates, a fresh request in writing has to be made by the Union with written consent by the Executives concerned.

- 14.4 Nothing shall prevent the Executive from withdrawing his consent at any time during the duration of this Agreement by serving the Company through the Union 30 calendar day's notice in writing. The Company shall stop deducting the Union subscription of its members when noticed to do so.
- 14.5 The Company will send a "Payment Transmittal Memorandum" to the Union not later than the 10th day of the following month.

ARTICLE : 15 DISCIPLINE

- 15.1 Where the Company institutes an inquiry, the Company will inform the Executive concerned in writing stating the charges alleged against him, the time, date and location of such inquiry. The charges shall be work related issue(s).
- 15.2 An Executive may, on the ground of misconduct inconsistent with the fulfillment of the express or implied conditions of his service, after due inquiry:
- 15.2.1 Dismiss without notice the Executive or
 - 15.2.2 Downgrade the Executive or
 - 15.2.3 Impose any other lesser punishment as he deems just and fit.
- 15.3 For the purpose of an inquiry under Sub ARTICLE 15.1 and 15.2, the employer may suspend the Executive from work.
- 15.4 Before any disciplinary action is taken, the Executive shall have an opportunity to be heard orally or in writing. Where an inquiry is to be held, he may, if he so wishes, be represented by a maximum of two (2) officers of the Union who shall assist the Executive only for the purpose of cross examination of witnesses.
- 15.5 If on the day of inquiry the proceeding is not held, the Executive concerned shall be given further instruction by the Company without uplifting his suspension for maximum of three (3) month. If after three (3) months, the inquiry does not proceed the case is considered close and the Executive shall be considered as not guilty except for any of the following situation:
- 15.5.1 The unavailability of the Executive to attend the inquiry due to whatever reason.
 - 15.5.2 The company is unable to conduct the inquiry due to reason beyond its control whereby the Executive will be notified.
- 15.6 An Executive who has been suspended under Sub Article 15.3 above may be barred from entering the Company's premises during the period of his suspension.

- 15.7 An Executive 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 Company within fourteen (14) days from the date of posting.

ARTICLE : 16 GRIEVANCES.

16.1 PURPOSE

- 16.1.1 It is the desire of both parties to this Agreement that grievances arising between an Executive and the Company, or between the Union and the Company to be settled as equitably and promptly as amicably as possible. In pursuance of this, it is agreed that grievances should be processed according to the following procedure with aim of reaching agreement at the lowest possible level and continue to preserve the harmonious relationship between the parties. Executive must take up individual problems or complaints with his immediate supervisor.

16.2 DEFINITION OF GRIEVANCE

- 16.2.1 A grievance is defined as an employment or job related complaint by the Executive concerned against the Company or officers of the Company relating matters affecting the Term and Conditions of service or the application of any provision in this agreement in writing or otherwise, and which is not settled or resolved within two (2) working days to the satisfaction of the Executive.
- 16.2.2 For the purpose of this article, the immediate superior means any superior of the Executive concerned irrespective of the superior's position or grade.
- 16.2.3 It is the responsibility of the immediate superior concerned to take all necessary action to immediately resolve any grievance brought to him by his subordinates through the channel provided for and within the time period specified.

16.3 PROCEDURE

16.3.1 FIRST LEVEL – Manager

- 16.3.1.1 If an Executive or a group of Executives have a complaint or grievance he may discuss it with his immediate superior within two (2) working days from the date the grievance is realized.
- 16.3.1.2 Within this period the immediate superior must take all the necessary actions to resolve the grievance.

16.3.2 SECOND LEVEL – Head of Department

- 16.3.2.1 If the grievance is not resolved by the immediate superior, the Executive concerned must forward his grievance in writing in the GRIEVANCE FORM (Appendix C) to his Head Of Department within two(2) working days after the expiry of the time period at the First Level.
- 16.3.2.2 For this purpose he may be represented by the Union.
- 16.3.2.3 The Head of Department concerned must resolve the grievance within three (3) working days.

16.3.3 THIRD LEVEL – Human Capital / Resource Department

- 16.3.3.1 If the grievance forwarded by an Executive is not resolved by the Head of Department concerned after the expiry of the time period at Second Level, a dispute shall be deemed to have arisen. A written notice shall be given by either party for the settlement of the said dispute at Human Capital / Resource Department.
- 16.3.3.2 Formal discussions between the Company and the Union shall be held not later than fourteen (14) calendar days after the said notice is served. A settlement of the said dispute shall be reached within one (1) month from date of formal discussion so held.
- 16.3.3.3 Both parties may hold as many discussions as they deem fit and shall jointly sign the minutes after each meeting.
- 16.3.3.4 Representatives from the Human Capital / Resource Department and the Union may be called to attend the meeting for the purpose of settling the dispute at this level.

16.3.4 FOURTH LEVEL – Ministry of Human Resource

- 16.3.4.1 If no agreement is reached within the period of twenty one (21) calendar days from the date of reference to the Human Capital / Resource Department, the dispute may be referred to the Ministry of Human Resource for a decision.

16.4 Right of both party pending settlement of grievance / dispute.

- 16.4.1 In the interest of the Company's operations, neither party shall take unilateral actions during the period the grievance / dispute is being processed in accordance with the procedure set out herein above.

- 16.5 Executives shall continue to carry out his duties and if he carries out any order of his superior, which is connected with the grievance / dispute that has been the subject of reference and is in the process of settlement, the said Executive is deemed to do so under protest until the dispute is settled. However, in a situation where directive contravenes any statutory law, the directive may be set aside.
- 16.6 If any time the grievance is not referred to a higher level by the Executive or his representatives, or if he or his representative fails to attend any meeting arranged to address the said grievances within the period specified at any level, the said grievance shall be deemed to be settled.
- 16.7 EXTENSION OF TIME LIMIT
- 16.7.1 At all stages of the procedure where a time limit is specified in Sub ARTICLE 16.3, such time limit may be extended by agreement between the Union and the Company.
- 16.8 INFORMAL MEETING
- 16.8.1 The existence of this grievances procedure shall not prevent either party to this Agreement from initiating informal exchange of views between the Union and the Company on matters of mutual interest.

Article : 17 PROBATION OF NEW EXECUTIVES

- 17.1 A new Executive who is engaged with the view for regular employment shall serve a period of probation not exceeding six (6) months, which may be extended to another three (3) months at the discretion of the Company. If he is not notified of his confirmation or otherwise within fourteen (14) day at the end of his probation period or any extension thereof the Executive is deemed to be confirmed.
- 17.2 During the period of probation or any extension thereof, employment may be terminated by either party giving the other party one (1) week notice or salary in lieu of notice.
- 17.3 In all instances, the Executive shall be notified of this confirmation even at a later date.

Article : 18 PROMOTION

- 18.1 It is the policy of the Company to promote suitable Executives from lower grades to higher grades as and when vacancies are available. Executives may also be considered for promotion to higher position. In selecting the candidate, the Company shall consider his suitability in terms of his ability to perform the new job. In the event that no suitable Executives are available, the Company shall recruit new Executives to fill such vacancies that may rise.

- 18.2 When such vacancies are available, the Company will notify the Executives the availability and details of the vacancies by means of the Company's News Bulletin. Such notices shall be displayed or distributed to all Head of Departments simultaneously at least one (1) week before closing date.
- 18.3 Executives who are selected for promotion will be notified in writing and will be required to serve a probationary period not exceeding six (6) months. The Executive shall be notified in writing of his promotion, and any changes to the terms and conditions of employment by signing the promotion offer letter within seven (7) working days of receipt failing which it is deem he has rejected the offer.
- 18.4 An Executive who is found not suitable for the higher post during the probationary period will be informed by the Company and shall have his probation period extended by a further three (3) months, and if after the extended probation period, he is still found to be not suitable for the higher post, he will automatically revert to his former or similar position and salary without prejudice to his future prospects.
- 18.5 Executive who has been promoted to higher grade shall receive an increase in salary as follows:-
- 18.5.1 Where his previous salary is equal to or higher than the minimum salary of the new grade to which he is being promoted, he shall receive 15% increment in his current basic salary.
- 18.5.2 Where his salary is below the minimum salary of the grade to which he is promoted, after 15% increments, he shall be placed on the minimum salary of the higher grade.
- 18.6 Subject to Articles 18.1 to 18.4, an Executive who is occupying a higher position and is only performing the duties in that position, he shall be paid an allowance of 15% of his current basic salary. If he is occupying that position for more than six (6) months, he may be considered for promotion.

ARTICLE: 19 ANNUAL INCREMENT / SALARY STRUCTURE AND ADJUSTMENT

- 19.1 An annual increment of 3% of the Executive's basic salary within each of the salary range shall be granted on 1st January.
- 19.2 A newly recruited Executive who has less than 12 months' service and has been confirmed before 1st January shall receive a pro-rate amount of the annual increment.
- 19.3 An Executive, who is not eligible for the annual increment due to a maximum salary range, shall be considered for such increment at the sole discretion of the Company. Such discretion will be exercised reasonably and must take into account the Executives' efforts in the preceding year.

19.4 The Company shall conduct a salary review as and when it deemed necessary and will implement the salary structure in Appendix D herein.

The Company Shall review upwards salaries of employees once every three years regardless of whether there is a deadlock and/or dispute to a Collective Agreement. For the removal of doubt, the upwards review of salary once every three(3) years as mentioned above is an entirely different increment in salary from the annual increment in salary as specified in Article 19.1 above

19.5 The Company may consider providing additional annual merit increment based on individual performance.

19.6 The Company shall pay additional annual merit increment based on individual performance. Individual performance in this context shall be measured by mutual consent of the Company and the Union.

19.7 With effect from 1st January 2011, the Company shall grant a salary adjustment of 13% based on their December 2010 salary to all Executives within the scope of this Collective Agreement who were in the employment as at this date.

19.8 In the event that the rate of pay after the said salary adjustment and the said annual increment shall be less than the minimum salary applicable in appendix D, than the Executives concerned shall be entitled to the said minimum.

19.9 For the removal of doubt, those employees whose salaries have exceeded the salary range as prescribed in Appendix D before and/or after the implementation of this Collective Agreement, shall continue to enjoy such salaries in excess of the salary range in salary and such salaries will not be rendered invalid or void.

ARTICLE : 20 NOTICE FOR TERMINATION OF SERVICE / RESIGNATION

20.1 As provided in the Contract of Employment or Letter of Offer, the Company or the Executive may give written notice of early termination of service.

20.2 In lieu of such notice, the Company or Executive shall pay the sum of salary as stipulated in the Contract of Employment or Letter of Offer

20.3 This article shall not apply when an Executive has a pending disciplinary case.

ARTICLE : 21 WORKING HOURS

21.1 The normal working hours for all Executives of the Company covered by this Agreement. Shall be 39.0 hours per week exclusive of meal break.

- 21.2 The normal hours for Shift Workers shall be 41 hours per week over a period of one (1) cycle of work lay down in the department shift roster but shall not exceed 48 hours per week over a period of any three weeks.
- 21.3 The Company shall undertake to notify the union of its intention to change the hours of work at least thirty (14) days in advance. To provide time for consultation prior to implementation.
- 21.4 An Executive on shift duty should have a minimum of 30 hours rest prior to the next shift change.

ARTICLE : 22 WORKING HOURS SCHEDULES

22.1 The schedule of normal working hours for all Executives except shift and intermittent workers are as follows:

22.1.1 NORMAL WORKING HOURS
(In States observing Sunday as the Rest day)

DAY	WORKING HOURS	BREAK	LUNCH
Monday to Thursday	0800Hrs – 1700 Hrs	0930 Hrs – 0950 Hrs	1300 Hrs – 1340 Hrs
Friday	0800Hrs – 1700 Hrs	0930 Hrs – 0950 Hrs	1245 Hrs – 1425 Hrs
Saturday	OFF DAY		
Sunday	REST DAY		

22.1.2 Work schedules for Shift Workers shall be in accordance with the work site roster.

22.2 OVERTIME/WORK DONE IN EXCESS OF HOURS WORK

22.2.1 Overtime work shall only be carried out at the request of the Company and the employee shall be duly paid.

22.2.2 Work done at off base on Off Day or Rest Day(s) or Public Holiday(s) or in excess of normal hours of work on a normal day including traveling time during the work period shall constitute overtime. However travelling to off base without work done on off day or rest day or public holiday shall not constitute overtime, travelling allowance will be paid as follows:-

- a. More than four (4) hours – RM50.00
- b. Less than four (4) hours – RM40.00

22.2.3 An Executive who is called out (called-back) to work shall be reimbursed the cost of transport as per ARTICLE 33 from his house to work place and back in addition to his overtime (hours of work done)

22.3 THE "HOURLY RATE" FACTOR For Overtime

22.3.1 The hourly rate shall be computed as follows:

For Executives who join AIROD on or After 1 Jan 2011 :

$$\text{Hourly Rate (HR)} = \frac{\text{Maximum of RM2,000.00}}{26 \text{ days} \times 7.8 \text{ hours}}$$

For Executive who join AIROD Before 1 Jan 2011

$$\text{Hourly Rate (HR)} = \frac{\text{Monthly Basic Salary}}{26 \text{ days} \times 7.8 \text{ hours}}$$

ARTICLE : 23 GAZETTED PUBLIC HOLIDAYS

- 23.1 All Executives shall be granted paid holidays on all Public Holiday gazettes earlier by Federal Government of Malaysia and by the Government of the State in which the Executive is permanently assigned.
- 23.2 Any Executive who absents himself from work on the working day immediately proceeding or succeeding public holiday or a substituted Public Holiday without the prior consent of the Company or without reasonable excuse, shall not be entitled to any holiday pay for that public holiday.
- 23.3 Where any of the gazetted Public Holiday or any other substituted falls within the period during which an Executive is on Medical Leave or falls during the period of temporary disablement under the Executive Social Security Act 1969, the Company shall grant another day or days as paid Public Holiday in substitution for such Public Holiday or the day substituted thereof.

23.4 Where the following Public Holiday falls on Saturday (Off-Day) as per ARTICLE 22, the Company shall credit one-day leave to the Executives' Annual leave entitlement. This will be published in the Company News Bulletin from time to time.

ARTICLE : 24 FESTIVAL ADVANCE

24.1 The Company shall grant on application an Annual Festival Advance of not less than one (1) month basic salary to Executive who are confirmed in their employment. The Festival Advance shall be for any one of the following festivals:

- 24.1.1 Hari Raya Puasa or Hari Raya Qurban
- 24.1.2 Chinese New Year or Wesak
- 24.1.3 Deepavali or Vasakhi
- 24.1.4 Christmas
- 24.1.5 Gawai or Amatan

24.2 Such Festival Advance shall be payable to Executives not less than two (2) weeks before the Festival.

24.3 The above Festival Advance shall be repaid in six (6) equal installments commencing from the month following that in which the advance was taken.

24.4 The Company shall notify the Executives by means of the Company's News Bulletin specifying the date of requesting the above said Festival Advance four (4) weeks before the respective festival.

ARTICLE : 25 MEAL ALLOWANCE

25.1 An Executive will be given a meal allowance if he is required by the company to work during his meal time.

25.2 The meal times are as follows:

- 25.2.1 Breakfast - from 0700 to 0730 hrs
- 25.2.2 Lunch - from 1300 to 1340 hrs
- 25.2.3 Dinner - from 1900 to 2000 hrs

- 25.3 To qualify for a meal allowance, an Executive will have to be at work throughout the meal break concerned under the following work assignments:
- 25.3.1 Aircraft flight test.
 - 25.3.2 Aircraft ground run and related activity.
 - 25.3.3 Compass swing.
 - 25.3.4 If his duty is out of base within 120 km.
- 25.4 An Executive will be eligible to receive a meal allowance under the provisions of paragraph 25.2 and 25.3 of the above article as follows :
- | | |
|-----------|--------|
| Breakfast | - RM12 |
| Lunch | - RM12 |
| Dinner | - RM12 |
- 25.5 The Company may require an Executive to take their meal break if their services are not required during such meal breaks.
- 25.6 The payment of the above meal allowance will not apply in case of an Executive who either commences or ends duty during the meal breaks, irrespective of whether he is given a full meal break or not during the meal break concern.
- 25.7 Only the payment of the meal allowance for the work assignments under Article 25.3.1, 25.3.2 and 25.3.3 are to be paid through the Executive pay slip.

ARTICLE : 26 SHIFT ALLOWANCE / INCONVENIENCE ALLOWANCE

- 26.1 Shift Allowance is paid to compensate the inconvenience experienced and additional expenses incurred by an Executive who is required to work on shift in accordance with the schedules approved by the Company.
- 26.2 For an Executive working on shift as and when determined by the Company, the rate of shift allowance to be paid per full shift duty worked are as follows:-
- | | | |
|--------|--------------------|------------------|
| 26.2.1 | 3 Cycle Shift duty | RM 210 per month |
| 26.2.2 | 2 Cycle Shift duty | RM 140 per month |
- 26.3 In the event that an Executive is permanently taken off from shift work, his Shift Allowance shall be withdrawn. The withdrawal of the Shift Allowance shall be effective as from the first day of the month following the cessation of the shift work.

INCONVENIENCE ALLOWANCE

- 26.4 Executive who are called to work beyond or outside normal hours or on public holidays or on off days or on rest days but do not qualify for above shift allowance shall be paid RM 70 for each such call and shall also be entitled to mileage claim.

ARTICLE : 27 LAUNDRY ALLOWANCE

- 27.1 An Executive shall be provided with uniform shall wear the uniform while on duty.
- 27.2 An Executive shall be paid a laundry allowance of RM70 per month and shall not be payable on any of the following circumstances:
- 27.2.1 Executive on Unpaid Leave of more than five(5) days in a month.
 - 27.2.2 Executive on Medical Leave of more than five(5) days in a month.
 - 27.2.3 Executive on Annual Leave of more than five(5) days in a month.
 - 27.2.4 Executive who are suspended from work due to disciplinary action.
 - 27.2.5 Where the total number of days of the leave mentioned in 27.2.1, 27.2.2 and 27.2.3 collectively exceed ten (10) working days in a month.

ARTICLE : 28 OVERSEAS OUTFIT ALLOWANCE

- 28.1 An Executive who is required by the Company to travel Overseas shall be paid an outfit allowance as follows:
- 28.1.1 RM 3000 once every three (3) years during autumn and/or winter in temperate climate countries.
 - 28.1.2 RM 1600 once every three (3) years during summer and/or spring in temperate climate countries or in tropical climate countries.
 - 28.1.3 Provided that the maximum outfit allowance received by Executive is not more than RM 3000 for every three (3) years.

ARTICLE : 29 TEMPORARY COVERING/ACTING ALLOWANCE

29.1 COVERING ALLOWANCE

29.1.1 When an Executive is required to act in a higher position on a temporary basis during the absence of the substantive holder, he will be paid allowance at the rate of RM 30 per day subject to the following conditions being fulfilled:

29.1.1.1 That he performs the duties and assumes the task of the higher position in which he is covering in addition to his normal duties and responsibility.

29.1.1.2 That the covering Executives' normal grading is lower than the established grading of the post in which he covers.

29.1.1.3 That the covering allowance is only payable to the actual performance of the full duties and assumption of the task of the higher position and shall not be payable during the absence from duty of the recipient.

29.1.2 Where an Executive is required to act and assume the full responsibility of another Executive on a lateral level he will be paid a lateral covering allowance of RM20 per day subject to the following condition being fulfilled:

29.1.2.1 That he performs the duties and assumes the task of the Executive that he covered for in addition to his own duties and responsibilities for a period of not less than three (3) continuous working days.

29.1.2.2 Covering allowance shall not be deemed to be basic salary and shall not qualify for overtime or public holiday or rest day payment nor shall it be taken into account for EPF purpose.

29.2 ACTING ALLOWANCE

29.2.1 When a staff is required to act in a higher position, he will be paid an acting allowance provided he assumes the full duties and responsibilities of the higher position in which he is acting and relinquishes his normal duties and responsibilities for a period of not less than Five (5) consecutive working days, the maximum period of Acting Allowance must not exceed six (6) months.

29.2.2 The amount of the acting allowance payable shall be as follows :-

29.2.2.1 fifteen percent (15%) of his basic salary for acting in a position (01) grade higher

29.2.2.2 thirty percent (30%) of his basic salary for acting in a position two(02) grades higher

29.2.3 Where the period is less than one (01) month, the calculation of the acting allowance shall be made on a pro-rata basis.

29.2.4 The acting allowance shall not be payable during any absence from duty.

ARTICLE : 30 TEACHING/ LECTURING INCENTIVE ALLOWANCE

An Executive who is not appointed as a trainer but subsequently perform teaching duties as instructed by the Company shall be paid an Incentive Teaching Allowance a minimum of RM80 per day.

ARTICLE : 31 SPECIAL ALLOWANCE

31.1 An Executive, who is required to perform work inside fuel tanks of an Aircraft, where it is necessary for him to be physically inside the aircraft fuel tank from the neck up, will be paid the Fuel Tank duty allowance of RM 14 per day.

31.1.1 An Executive who is designated and whose duties include driving and operating of lorry crane shall be paid a special allowance of RM 35 per day .

31.1.2 An Executive who is require to follow aircraft for flight check/test shall be paid flying allowances RM 260 per month provided he flies at least once in that month or he shall be paid flying allowances of RM 345 per month provided he flies four(4) times In that particular month.

31.2 An Executive whose works require him to be exposed to hazardous and dangerous materials, chemicals and radiation and certified by the respective Head of Department , shall be paid an allowance of RM 70 per month.

31.3 The following personnel are entitled to the above allowance:

31.3.1 Electroplating

31.3.2 Painters

31.3.3 Fiberglass/Fabrics/Composite Materials

31.3.4 Cleaning Shop

31.3.5 Safety (Waste Disposal)

31.3.6 Battery Charging Room Personnel

31.3.7 Fuel and Oil Accessories (FOA)

31.3.8 Non-destructive Testing (NDT)

31.3.9 Fuel Tank

- 31.3.10 Avionics (PMEL Mech)
- 31.3.11 Petrol, Oil and Lubricant Store (POL)
- 31.3.12 Hydraulic Shop
- 31.3.13 Bearing Shop
- 31.3.14 Welding / Heat Treatment / Metal Spray Shop

ARTICLE : 32 MODE OF TRAVEL

- 32.1 The Department Head shall decide the mode of travel for his Executive who is on official duty.
- 32.2 If an Executive chooses a mode of transport other than permitted Sub ARTICLE 32.1, he shall be eligible to claim an equivalent fare, provided the Executive has obtained prior approval from the Company.

ARTICLE : 33 MILEAGE AND TRANSPORTATION REIMBURSEMENTS

- 33.1 Executives who are required to use their own means of transport in performing their duties shall be paid a mileage reimbursement as follows:
 - 33.1.1 Motorcar - RM 0.85 cents per kilometer
 - 33.1.2 Motorcycle - RM 0.50 cents per kilometer
 - 33.1.3 Should the above rate revised , then the above rate per kilometer shall be revised accordingly.
- 33.2 The calculation of mileage shall also include travel to lodging, workplace at Offbase and other traveling requirement within the lodging any workplace as requested by the customer.

ARTICLE : 34 LICENCE AND TRANSPORTATION FEES REIMBURSEMENT

- 34.1 The Company agrees to reimburse any parking fees, toll charges and ferry fares incurred by the Executives in the course of pursuing the Company's business.
- 34.2 Executives who are employed to drive the Company's vehicle shall be reimbursed with License renewal and Badge renewal fees annually.

ARTICLE : 35 OVERSEAS DUTY REIMBURSEMENTS

35.1 An Executive required by the Company to perform official duties or attending conferences seminars and courses overseas shall be eligible to claim actual hotel charges for Standard Room with receipt and Daily Living Reimbursement (DLR) based on his eligibility.

35.2 The Executives are entitled to DLR from the point departure per day as follows:

35.2.1 ASEAN Countries USD120

35.2.2 Other Countries USD 150

An Executive shall be reimbursed with actual transportation expenses if Company transportation is not provided whilst performing official duties.

ARTICLE : 36 OVERSEAS MISCELLANEOUS REIMBURSEMENTS

36.1 An Executive whilst on duty overseas may claim miscellaneous expenses incurred as follows:-

36.1.1 Telephone, telegram, telefax and postage expenses incurred on official business, where there are no such facilities available at the Company's Branch.

36.1.2 Airport taxes supported by receipts and Company approved excess baggage.

36.1.3 Government taxes and service charges related to hotel room charges.

36.1.4 Processing fee for International Passport and visa application.

ARTICLE : 37 OUTSTATION AND OFF-BASE DUTY REIMBURESMENT

37.1 An Executive who is required to perform official duties away from his Base must submit the Travel and Transportation Order (TTO). All travel arrangement including hotel accommodation should be booked through HR using TTO form duly signed and approved by the appropriate authority prior to departure.

37.2 Where the Company prearranges the hotel, an Executive will check-in and receive whatever inclusive benefits offered by the hotel. In case of immediate requirement approved by the Company, the Executives shall be eligible to be reimbursed the actual amount of the standard room charge base on receipt.

- 37.3 Executives on official business or duty travel off base may use with the Company's approval a private vehicle if no Company vehicle is available. If a hired car is to be used, prior approval must be obtained and receipts produced for reimbursement or prearranged by the Company.
- 37.4 Executives using own vehicle to travel on company business may claim mileage based on the approved claim rate. Executives may be allowed to depart from his residence for travel on company business/requirements.
- 37.5 Mileage claims for outstation travel using Executive's private vehicle must be submitted through Travel Expense Reports, together with other reimbursements associated with those domestic travels.
- 37.6 For outstation/off base duty, an Executive is entitled to Daily Living Reimbursement (DLR) or lodging if the Company authorizes own accommodation at the following rate for all towns in Malaysia:
- DLR = RM150 LODGING = RM180
- 37.7 An Executive shall be reimbursed with actual transportation expenses if the Company transport is not provided whilst performing official duties and also allowed to claim the cost of laundry after second (2nd) day, accompanied by receipt.
- 37.8 Executive who is not employed as a driver, but has to drive a Company's car or Company hired car whilst performing official duty shall be paid a driving allowance of RM50 per day provided that the journey is off-base and that only one Executive is employed for the said task.
- 37.9 All payments due to either party shall be settled within thirty (30) calendar days after filling in of the Travel Expenses Report.
- 37.10 The Daily Living Reimbursement shall be paid to the Executive at least two (2) working days prior to his departure provided the TTO is submitted Seven (7) working days before the departure date except for emergency situation where cash payment shall be immediate.
- 37.11 Where accommodation is provided by the company it shall be a minimum of a four (4) Star Hotel provided such accommodation is available.

The Company shall have sufficient fund to be utilized when immediate deployment is required due to operational requirement or at the immediate request of the customer.

ARTICLE : 38

ANNUAL LEAVE

38.1 The annual leave entitlement shall be determined by the provision made in the contract of service, or in the absence of such provision in writing, the following shall apply:

Years of service	5 Years or Less	6 To 10 Years	11 To 20 Years	Above 20
E1	18 days	21 Days	25 Days	30 Days
E2		24 Days	28 Days	

38.2 Annual leave shall be calculated on a calendar year basis and new Executives who have less than 12 months' continuous service may apply for Annual Leave, such application will be considered by the Company on a pro-rata basis for each completed month of service.

38.3 In case of resignation, retrenchment or retirement, annual leaves for the year in which his contract of service terminates shall be paid for and calculated on a proportional basis. No such payment is to be made to an Executive who resigned to avoid dismissal or leaving on disciplinary ground.

38.4 Where an Executive who is on paid annual leave and becomes entitled to Paid Sick Leave or Maternity Leave while on such annual leave, the Executive shall be granted the Sick Leave or the 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 such leave is so granted.

38.5 Executive who applies for his Annual Leave and his leave application has not been approved by the Company due to operational exigency, then such leave will be carried forward to the following year. If the Company chooses not to grant such accumulated leave, then such leave shall be converted into cash.

38.6 An Executive applying for leave of absence shall submit his application on the prescribed leave application form to the Department Head one(1) week before the intended leave.

ARTICLE : 39 SPECIAL PAID LEAVE

- 39.1 The Company shall grant leave with full pay to the Executives for the following purposes:-
- 39.1.1 Represent sports, cultural and religious functions at State or National levels as approved by Company.
 - 39.1.2 Taking part in any National Service Training Programs.
 - 39.1.3 For attending local or overseas Trade Union Courses, Conference, Seminars, Forum approved by the Ministry of Human Resources or Malaysian Trade Union Congress, ITF (International Transport Federation) at the discretion of the company.
 - 39.1.4 For attending Court as a Company's Witness or a Crown Witness for the Government of Malaysia.
- 39.2 Application for the above shall be made in writing to the Company stating the purpose and duration at least Five (5) working days before the commencement of the events.
- 39.3 An Officer of the Union shall be granted paid leave of absence to enable him to carry out his duties or to exercise his rights as an officer of the Union in relation to Industrial and matters concerning Union provided the duration of leave applied for is no longer than what is reasonably required for the purposes.

ARTICLE : 40 HAJ LEAVE

- 40.1 The Company shall grant paid leave not exceeding thirty (30) days who has served the company for a minimum of seven (7) years continuous service for the purpose of performing the Haj.
- 40.2 Such application shall be taken only once during employment with the Company and must be taken in full.
- 40.3 The Company has the right to limit the number of applicants due to the operational requirement of the company.

ARTICLE : 41 MATRIMONIAL LEAVE

- 41.1 All confirmed Executives marrying for the first time in his or her life time shall be entitled to five (5) calendar days paid Matrimonial Leave, which should be taken at the time of his or her marriage.

ARTICLE : 42 PATERNITY LEAVE

- 42.1 A married male Executive shall be entitled to five (5) calendar days paid leave, when his wife gives birth. The entitlement is for five (5) surviving children.
- 42.2 Such leave shall be taken only for that occasion and shall not be accumulated.

ARTICLE : 43 CALAMITY PAID LEAVE

- 43.1 Executives shall be granted three (3) working days paid leave in the event that he faces any natural calamity arising from flood, fire, landslide, or other mishaps affecting the Executive and his personal properties and belongings.
- 43.2 In instances where calamity leave has been granted, Executives must on his return from such leave, immediately or as soon as it is reasonably possible furnish documentary evidence of such events.

ARTICLE : 44 COMPASSIONATE PAID LEAVE

- 44.1 The Company shall grant paid Compassionate Leave under the following circumstances:-
 - 44.1.1 On death of immediate family member (as per Sub ARTICLE 4.14) three (3) working days leave.
 - 44.1.2 Critical illness of immediate family members requiring hospitalization (as per Sub ARTICLE 4.14) two (2) days leave
- 44.2 Any Compassionate leave taken under Sub ARTICLE 44.1 shall be supported by documentary evidence upon his return to work.
- 44.3 In the event of a demise of the Union member, the Company shall allow minimum of two (2) Union Officials paid time off to attend the funeral.

ARTICLE : 45 SICK LEAVE

- 45.1 An Executive shall, after examination by and on the recommendation of the Company's panel doctors or a Government Doctor in a case of emergency where the company's panel doctors are not available or in a case where an Executive is hospitalized or where he is receiving post hospitalization treatment from a Government doctor, be eligible to such paid sick leave in the aggregate:-
 - 45.1.1 Fourteen (14) days in the aggregate in each calendar year if the Executive has been Executive for less than two (2) years.

- 45.1.2 Eighteen (18) days in the aggregate in each calendar year if the Executive has been employed for two (2) years, but less than five (5) years.
- 45.1.3 Twenty-two (22) days in the aggregate in each calendar year if the Executive has been employed for five (5) years or more.
- 45.1.4 Sixty (60) days in aggregate in each calendar year if the hospitalization is Necessary, as may be certified by such registered medical practitioner or medical officer.
- 45.2 If an Executive is certified by a Company's panel doctor or a Government Medical Officer to be ill enough to be hospitalized but is not hospitalized for any reason whatsoever, he shall be deemed to be hospitalized for the purpose of this ARTICLE.
- 45.3 Medical leave granted by dental surgeon is considered as sick leave.
- 45.4 The Executive must inform the Company within forty-eight (48) hours of the commencement of such leave and the medical certificate must be given to his immediate superior as soon as he reports for duty. If he fails to notify the Company within such period, he shall be deemed to absent himself from work without the permission of the Company and without reasonable excuse for the day(s) on which he is so absent from work.
- 45.5 An Executive is not entitled to any sick leave while on maternity leave, SOCSO leave or during a period he is receiving any compensation for disablement under Workmen's Compensation Act 1952.
- 45.6 In case of prolonged illness resulting from diseases such as tuberculosis, cancer, poliomyelitis, leukemia and leprosy and any other disease which is medically considered as prolonged illness, a confirmed Executive shall be granted leave as follows:
- 45.6.1 First Six (6) months with full pay
- 45.6.2 Next Six (6) months with half pay
- 45.6.3 Another Two (2) months without pay
- 45.6.4 The service of the Executive, if he has still not recovered from his illness, shall be terminated after fourteen (14th) month on medical ground.
- 45.7 For the purpose of sub-article 45.6.1 to 45.6.4 does not include the sixty (60) days hospitalization leave under sub-article 45.1.4.
- 45.8 In cases where the Company-designated doctor or any registered medical practitioner/specialist certifies that the ailment classified as prolonged illness is going to last 6 months or more the Executive may, at his option, retire from the employment of the Company. In such cases, the Company shall pay in one lump sum, the balance of his prolonged illness entitlement as set forth in Sub ARTICLE 45.6 above, if any, in addition to his eligibility to any other payments.

ARTICLE : 46 MATERNITY LEAVE

- 46.1 Female Executive shall be entitled to maternity leave for a period of 60 consecutive days in respect of each confinement. Maternity leave shall not commence earlier than 30 days immediately preceding the confinement or not later than the day immediately following her confinement. Irrespective of the actual date of confinement, not more than 60 Calendar Days leave on full pay and an additional of 30 Calendar Days Unpaid shall be allowed in respect of one confinement.
- 46.2 Maternity leave with full pay is only for female Executive who at the time of confinement up to five (5) surviving children.
- 46.3 Absent from work due to miscarriage during the first 28 weeks of pregnancy shall not be considered as maternity leave but as normal sick leave. In the event of premature birth after 28 weeks of pregnancy, the normal maternity leave shall be granted.
- 46.4 Application for maternity leave shall be supported by a certificate from a registered medical practitioner recommending the grant of such leave

ARTICLE : 47 INDUSTRIAL ACCIDENT LEAVE

- 47.1 The Company shall grant accident leave in accordance with the provision of the Social Security Act 1969. It is provided that the Executive shall refund to the Company the temporary disablement benefit so received from SOCSO for the aforesaid period. The Company will assist the Executive in claiming the SOCSO benefits.

ARTICLE : 48 UNPAID LEAVE

- 48.1 Executive may apply for unpaid leave and each individual case will be sympathetically considered by the Company on its merits.
- 48.2 All unpaid leave application that less than one (1) month, shall submitted his application a minimum of one (1) week notice before the intended leave. Any application more than one (1) month, will require ten (10) working days of notice prior to his unpaid leave. In case of emergency lesser notice shall be consider.

ARTICLE : 49 OUTSTATION TRANSFER LEAVE

- 49.1 An Executive who is on permanent transfer shall be granted paid leave up to a maximum of two (2) working days for single Executive and four (4) working days for married Executive for the purpose of transferring his personal effects and family and such leave shall not be carried forward.

49.2 A permanent transfer is a transfer of more than six (6) months' duration away from an Executive's normal works area and which involves an Executive having to move his household and family.

ARTICLE : 50 OTHER BENEFITS

50.1 The Company shall for the good relationship of Employer-Executive extend the following benefits:

50.1.1 Family Day subject to mutual consent of the Union and the Management.

50.1.2 Salary deduction for payment of contribution and loans to statutory and financial institutions approved by the Company.

50.1.3 All claims submitted by the 10th of the month will be paid within the said month.

ARTICLE :51 LONG SERVICE RECOGNITION

51.1 The Company shall recognize the long service Executives of 15 years by providing Umrah Trip or cash RM 6000.

ARTICLE : 52 SUGGESTION AWARD

52.1 The Company may introduce Suggestion Award as incentives to Executives whose suggestion are accepted and implemented by the Company to increase efficiency, productivity, cost saving or improve the image of the Company. Any award so granted shall be at the sole discretion of the Company.

ARTICLE : 53 EXISTING BENEFITS

53.1 Notwithstanding the provision of this Collective Agreement, any existing or future benefits enjoyed or to be accorded by and to the Union members, and which are contained currently or may be included in the future into the Company's Policy or Manual, which are not covered specifically by this collective Agreement, shall continue to remain in force and be a lawful entitlement of the Union members. Should there be any conflicting terms or benefits, the higher or more beneficial terms to the Union members will prevail. For the removal of doubt the terms or benefits that are more favourable to the Union members as determined by the Union in writing to the Company (where such conflicting terms or benefits arise) will prevail.

- 53.1 The Current existing benefits enjoyed by the Union members not specifically mentioned in this collective Agreement (which is not an exhaustive list) are as follows:-
- 53.1.1 SRG Allowance
 - 53.1.2 QA Allowance
 - 53.1.3 Inconvenience Allowance
 - 53.1.4 Trainees Allowance
 - 53.1.5 License Allowance
 - 53.1.6 Disturbance Allowance
 - 53.1.7 Acting allowance
 - 53.1.8 Fixed Allowance
- 53.2 Any existing terms of employment of the Union members that give the Company the right to remove the Union members to such benefits as described in Article 53.2, as a result of a transfer from one department to another will not be enforced by the Company.
- 53.3 For the removal of doubt, the future rates of such allowances shall be mutually agreed to by the parties to this Collective Agreement taking into account prevailing conditions at such time. In an event where such rates are not agreed to mutually, the latest rates applicable shall continue to apply.
- 53.4 In any situation, the benefits received , shall not be less favourable than the current existing benefits.

ARTICLE : 54 MEDICAL, DENTAL CARE, SPECTICLES/OPTIC TREATMENT AND HOSPITALIZATION BENEFITS

- 54.1 Executives and their dependent will be eligible for free medical consultation, treatment, including medicines and hospitalization provided by the Company's panel doctors or registered medical practitioner.
- 54.2 All Executives and their dependent will be granted free hospital accommodation of single bedded room where the charges do not exceed RM180.00 per day. In the event of non-availability of the said entitlement or medical requirement, the Company will bear the actual room charges.
- 54.3 The total liability of the Company in respect of hospitalization, x-ray, surgical, anesthetic and specialist treatment provided under this Article shall be limited to RM 8,000.00 for each unmarried Executive and a total of RM 25,000 for each married Executive and his dependent except childbirth in any one calendar year.

- 54.4 All Executives shall receive medical treatment at any panel clinics by filling up a prescribed form provided at the panel clinic or using the medical card provided but limited to RM 3000 per Executive per dependent in any one calendar year. However, expenses in excess of the entitlement shall be borne by the Company.
- 54.5 The Company appointed or panel doctors may refer the Executive and his dependent to a specialist in the Company appointed specialist center or Government Hospital for outpatient specialist treatment. The Company shall pay the cost or reimburse the Executive for the following medical treatment and medicines, but limited to RM 6,000 per Executive per dependent in any calendar year ;
- 54.5.1 Consultation for diagnosis, advice and treatment of complaints.
 - 54.5.2 Specialist consultation, where recommended by the In-house or panel doctor.
 - 54.5.3 Injections (excluding immunization unless required by job function) and medicines.
 - 54.5.4 Laboratory tests as required by job function.
- 54.6 The Company shall bear the cost of dental treatment by a registered dental practitioner by producing a valid receipt of the incurred cost up to a limit RM300 per calendar year per Executive.
- 54.7 The Company shall bear the cost of childbirth-delivery for confirmed female Executive but limited to RM 6,000.
- 54.8 The Company shall bear the cost for Outpatient Cancer Treatment and Outpatient Kidney Dialysis for the Executive and his dependent but limited to RM 3000 per employer per dependent in any one calendar year.
- 54.9 Executives employed under hazardous conditions related to their job requirement shall undergo annual medical examination and the cost shall be borne by the Company.
- 54.10 The Medical benefit provided by the Company is subject to the provisions herein and the terms and conditions under the Group Medical Insurance Policy procured by the Company.
- 54.11 The Company will not meet medical expenses and paid sick leave will not be granted in respect of any proven illness or disease or injury which arise from misconduct, attempted suicide, the performance of any unlawful acts, the use of drugs not prescribed by a registered medical practitioner, illegal abortive measures, excessive use of alcohol, exposure to any unjustified hazards except when endeavoring to save human life, provoked assault or any breach of the peace or disorderly conduct.

- 54.12 All Executives who is above the age of forty five (45) who are not covered under Article 54.9, may undergo an annual full Medical Examination including X-Ray ; the cost of which will be borne by the company.

ARTICLE : 55 DEATH AND FUNERAL EXPENSES BENEFITS

- 55.1 In the event of death of an Executive, the Company will grant an ex-gratia amount of RM 5,000 to the dependant to meet funeral expenses.
- 55.2 The Company will assist the next-of-kin or trustee in claiming the, SOCSO, EPF and any other benefits whatsoever due.
- 55.3 On the demise of an Executive and upon the request by the next of kin, the Company shall arrange for the corpse to be transported by air from Peninsular Malaysia to Sabah / Sarawak or vice-versa.

This shall only be applicable if the deceased originated from the place of burial and died while on a posting / assignment required by the Company.

- 55.4 12 X Last Drawn Salary.

ARTICLE : 56 RETRENCHMENT BENEFITS

- 56.1 The provision of this Article shall apply to those Executives who are declared redundant by the Company i.e. whose employment is terminated by the Company in consequence of any reorganization or reduction in staff or whose services are surplus to the Company's requirement or due to economic measures within the Company.
- 56.2 Where Executives are terminated for redundancy, the Company will adopt the principle, all things being equal, to lay-off Executives on a "last-in-first-out" basis by function, except where, after due consideration in the opinion of the Company, the Company might otherwise be lay-off, is better qualified to meet the Company's requirements.
- 56.3 In the event of the above, the Company shall give two (2) months' notice and discuss with the Union on the proposed retrenchment to be carried out.
- 56.4 An Executive whose employment is terminated on the ground of redundancy shall be paid the lump sum of his last drawn basic salary of the retrenchment benefit payable as follows:-
- 56.4.1 Ten (10) days' wages for every year of employment under a continuous contract of service with the employer if he has been employed by that employer for a period of less than five (5) years ; or

- 56.4.2 Twenty (20) days' wages for every of employment under a continuous contract of service with the employer if he has been employed by that employer for five (5) years or more but less than ten (10) years; or
- 56.4.3 Fifty (50) days' wages for every year of employment under a continuous contract of service with the employer if he has been employed by that employer for ten (10) years but less than twenty (20) years; or
- 56.4.4 Sixty (60) days' wages for every year of employment under continuous contract of service with the employer if he has been employed by that employer for twenty (20) years or more.
- 56.5 A retrenched Executive if he is reemployed will be treated as a new Executive.
- 56.6 In the event of vacancy occurring within twelve (12) months of retrenchment, the Company will give first preference to applications from Executives declared redundant on previous occasion, provided that the position is suitable for the retrenched Executives and they respond within fourteen (14) days of offer.
- 56.7 If the company carry out Voluntary Separation Scheme (V.S.S) this article shall be taken as a guideline.

ARTICLE : 57 UNIFORMS AND SHOES

- 57.1 The Company shall issue uniforms to all Executives whose work involves regular contact with public or as an identification or safety. Uniforms may also be issued to Executives in other positions because of the nature of their work and to such other positions as may be determined by the Company from time to time.
- 57.2 The Company shall provide to each Executives with three (3) pairs of uniforms and coveralls each year.
- 57.3 The Company shall supply two (2) pairs of antistatic executive safety shoes a year to all eligible Executives as determined by the Company. For newly appointed Executives, one (1) pair of safety shoes will be issued and another one (1) pair upon confirmation.
- 57.4 Issuance of uniforms and executive safety shoes shall be made not later then 30th September of each year.
- 57.5 An Executive provided with uniforms shall wear them at all times whilst on duty.

ARTICLE : 58 DISABLEMENT

58.1 The Company will endeavor to provide alternative employment for an Executive who suffers disability due to sickness or accident caused as a result of and in the course of performance of his duties, subject to the circumstances prevailing at the time. Where alternative employment is provided, the terms and condition of employment and the salary may as far as possible remain the same depending on his disablement conditions and capability.

ARTICLE : 59 INSURANCE SCHEMES

59.1 The Company shall insure all Executives under Group Personal Accident Policy on twenty-four (24) hours coverage worldwide, at RM 150,000 for each individual Executive.

59.2 For those Executives who are involved in flight testing of Aircraft, the company shall insure them at RM 250,000 per flight test.

ARTICLE : 60 WORKING CONDITIONS , INDUSTRIAL SAFETY AND HEALTH

60.1 The Company shall continue to provide safe and healthy working conditions and institute safety and health programs in the area of its operations.

60.2 The Executives shall give full support and participate in the industrial and safety programs instituted by the Company.

60.3 The Company shall maintain an occupational safety, health and environment committee to provide for safety in workplace and this committee is to ensure that the safety and health programs are adhered to.

60.4 In recognition of the above, it is hereby mutually agreed that the Union shall nominate representatives to sit in the safety committee.

60.5 The Company shall train Executives on Occupational Safety and Health so as enable them to work safety.

60.6 Executives working at hazardous area are supplied with two (2) packets of low fat milk per working day.

60.7 The Company shall take effective measures to ensure the safety and health of the Executives is in accordance with the Occupational Safety and Health Act (OSHA) 1994 and the Company established safety and health regulations.

60.8 Sufficient training shall be provided to all appointed Safety and Health Committee members at all levels.

ARTICLE : 61 TRANSFER

61.1 Every Executive is subject to transfer anywhere within the Company; however, such transfer should be in writing but should not be used as a means to victimize.

61.2 An Executive who is transferred may, on compassionate ground, appeal to the management. The compassionate ground may include but not limited to the following:

61.2.1 Children in school and taking examinations at the end of the current term.

61.2.2 Children in school and within six (6) months of sitting for qualifying examination.

61.2.3 Children unable to obtain admission to either primary or secondary school in the new work area.

61.2.4 Special children (handicapped) attending special school, which is not available at the new location.

61.2.5 Illness of wife or dependent.

61.2.6 The Executive's wife or husband is employed and is required to give notice of termination or transfer to his or her employer.

61.2.7 The Executive's wife is pregnant and the delivery date of child is within two (2) months of transfer date or within three (3) months if certified by company appointed Medical Officer or a Government Medical Officer.

61.3 Where an Executive is transferred, in the interest of and at instance of the company, the following allowances shall be payable by the company provided the transfer is more than 100 km radius or between two states ;

Marital Status	West Malaysia	East Malaysia
Single	RM2,500	RM3,500
Married	RM 4,500	RM6,000

- 61.4 An Executive who goes on transfer without his or her family is eligible to claim the single rates. If the family joins him or her later, the Executive will then eligible to claim the difference.
- 61.5 If both the Executive and his or her spouse are Executives of the company, only ONE is eligible to claim for the transfer allowance.
- 61.6 The Head of Department at the new location where the Executive is transferred, shall assist the Executive in organizing his affairs.

ARTICLE : 62 TERMS OF REFERENCE AND RESPONSIBILITIES

- 62.1 Every Executive shall be provided with terms of reference and responsibilities that he is expected to perform. The terms of reference and responsibilities shall be reviewed from time to time.

ARTICLE : 63 RETIREMENT AGE

- 63.1 The OPTIONAL and COMPULSORY retirement age for Executives are ;

Gender	Optional	Compulsory
Male	50 years	60 years
Female	50 years	60 Years

- 63.2 Date of compulsory retirement for Employee shall that which fulfills one of the following conditions ;
- 63.2.1 On 31st December of his or her 60th birthday year.
- 63.2.2 Termination due to medical disability (or Medically Boarded Out)
- 63.2.3 The date of birth will be as stated in the Birth Certificate of Mycard
- 63.3 The Executive may opt to retire on 31st December of his/her 50th birthday year.
- 63.4 An Executive with more than 20 years of service to the company may opt to retire on the last day of 50th birthday year.

- 63.5 The date of birth will be as stated in the Birth Certificate. Where the Birth Certificate is not available, the date will be taken from the Executive's record of service. When the year of birth is known but not the month or the day of the month, the date of birth shall be deemed to be 31st December of that year. When the month is known but not the day of the month, the date shall be deemed the last day of that month.
- 63.6 An Executive who has reached the retirement age may be allowed to continue employment at the discretion of the company.
- 63.7 An Executive who had reached the compulsory retirement age shall be allowed to continue the employment subject to the confirmation of his health condition .the Company shall borne the full cost of the medical check-up.
- 63.8 This article shall be effective on 1 March 2012.
- 63.9 Those who retires on or before 1 March 2012 shall not be applicable
- 63.10 Attaining age 56 , those executive shall undergo yearly full medical check-up

ARTICLE : 64 RETIREMENT BENEFITS

64.1 A confirmed Executive who is in the employment of the Company and retires upon attainment of compulsory retirement age or who opts to retire upon or after attainment of optional retirement age, shall be entitled to a retirement benefits as follows:

$$" F " \times \text{Last Drawn Annual Salary} \times \text{Qualifying Service}$$

64.2 If an Executive with less than one(1) year of service terminates with the Company for reasons other than compulsory retirement, optional retirement, retrenchment, death or disablement, he shall not be entitled of this termination benefits.

64.3 Factor "F"
Factor "F" depends on the length of service with the Company as stated below:

Lengths of service with the Company

7 Years or More " F " = 4%

64.4 No benefits is due under this scheme to an Executive if his service is terminated as a result of disciplinary action.

64.5 Any numbers of leave not taken shall be calculated and be reimbursed in cash on retirement.

NOTE : Applicable to only Executive and above servicing more than 7 years

ARTICLE : 65 E.P.F. CONTRBUTION

The Company shall contribute for each Executive an additional of (3%) to the Employee Provident Fund (E.P.F) above the Government Statutory requirement .However , it should not be less than (15%) of the employee's basic salary.

ARTICLE : 66 ANNUAL BONUS

66.1 The Company shall pay to the confirmed permanent Executives the annual bonus of one (1) month of their last drawn basic salary and shall be paid by 31st March of each year provided the company achieved a five percent (5%) net profit from its annual turnover in the previous year as verified by certified external appointed auditor.

66.2 If the Company's nett profit exceeds five percent (5%) and with the approval of company's Board of Directors , the company shall consider giving more than one (1) month annual bonus.

66.3 An Executive who has been in the service of the Company for less than one (1) year, shall receive a proportionate amount based on the last drawn basic salary for the number of completed calendar months of service for that year.

66.4 An Executive who takes a leave of absence without pay ; provided more than 10 days ; shall lose a proportionate share of the bonus payment for the period of such absence.

66.5 Where an Executive retires, a proportionate bonus will be paid based on the last drawn basic salary for the number of completed months of service in the calendar year in which he retires.

ARTICLE : 67 APPROVAL HOLDER ALLOWANCE

67.1 Executives who are issued with Approval Holder (AH) by the company through the Quality Assurance (QA) Department are eligible for the following Approval Holder (AH) allowance.

67.1.1 Group 1 (Aircraft Trades) – RM700.00 per month

- 67.1.1.1 Airframe
- 67.1.1.2 Engine
- 67.1.1.3 Electrical, Instrument and Radio
- 67.1.1.4 Armament

67.1.2 Group 2 (Supporting Groups) – RM700.00 per month

- 67.1.2.1 Support Shop-Inclusive Testing of Components
- 67.1.2.2 Overhaul of Engine and Component
- 67.1.2.3 Electroplating
- 67.1.2.4 Welding
- 67.1.2.5 Balancing
- 67.1.2.6 Machining
- 67.1.2.7 Testing of Components
- 67.1.2.8 Aircraft Weighing
- 67.1.2.9 Engine Ground Run
- 67.1.2.10 Engine Testing (Test Cell)
- 67.1.2.11 Sheet Metal
- 67.1.2.12 Fabric Shop
- 67.1.2.13 Painting
- 67.1.2.14 Fuel Tank
- 67.1.2.15 Fibre Glass

Any other activities identified and classified under this group by the QA Department

67.1.3 Group 3 - NDT (PCN and ASNT) Level II per certification and Per method - RM850.00 per month

67.2 In the event where the personnel acquire more than one (1) AH , he shall be paid in the following manner :-

67.2.1 For Group 1 and Group 2

- | | | | |
|----------|----------------------------------|---|-------|
| 67.2.1.1 | For the First AH | - | RM700 |
| 67.2.1.2 | For the Second AH | - | RM200 |
| 67.2.1.3 | For the Third AH & subsequent AH | - | RM150 |

67.2.2 For Group 3

METHOD	1 st CERTIFICATION	2 ND CERTIFICATION
	PCN / ASNT	PCN / ASNT
Radiography	RM750	RM250
Eddy Current	RM500	RM250
Ultrasonic	RM500	RM250
Penetrant	RM500	RM250
Magnetic	RM500	RM250

The second certification applies when an Executive obtains certification the same method previously obtained be it PCN or ASNT. These allowances are only payable to Executives who are currently physically performing work on that particular trade applicable to the approval that he is certified and qualified.

In Any situation , the allowance shall not be less favourable than the total existing allowance.

ARTICLE : 68 SPECIAL VEHICLE ALLOWANCE

68.1 Executives who are authorized by the company through the Quality Assurance Directorate drive or operate special vehicles besides performing their own duties shall be paid a special vehicle allowance of that is certified that the Executive drive or operate the special vehicles at least three (3) times in a month.

68.2 Special vehicle are classified as follows :

- 68.2.1 Engine Ground Run - RM 250
- 68.2.2 Aircraft Towing - RM 80
- 68.2.3 Tractor Driving - RM 50
- 68.2.4 Forklift Driving - RM 50

ARTICLE: 69 STANDBY ALLOWANCE

The Company shall pay RM 7 per day to Executive who by the nature of their job, is required to be on standby.



KESATUAN EKSEKUTIF AIROD SDN BHD

(Bil. Pendaftaran 871)

No. 16 Jalan 7, Desa Subang Permai, Shah Alam 40150, Selangor Darul Ehsan.

AUTHORISATION FOR DEDUCTION OF UNION DUES

Name of Executive : _____

Employee Number : _____

Identity Card Number : _____

Department Number : _____

To,

Head of Human Capital,
Human Resources Department,
AirodSdn Bhd.

Effective from _____, as above particulars, hereby authorize AIROD SDN BHD, to deduct my KESATUAN subscription of **RM 10.00** per month and remit the amount to KESATUAN EKSEKUTIF AIROD SDN BHD.

This authorization shall remain valid, unless written cancellation letter is submitted by me via the KESATUAN.

Thank you.

Truly,

(Signature of Executive)

(Date)

FLOW CHART ON GRIEVANCES PROCEDURE PROCESS

LEVEL	RESPONSIBILITY	FUNCTION	PERIOD OF SETTLEMENT
<p>Fourth Level</p> <p>↑</p>	<p>Ministry of Human Resource</p>	<p>Conciliation at Ministry Level</p>	
<p>Third Level</p> <p>↑</p>	<p>Head of Human Capital</p>	<p>If The Decision Made At The Second Level is Not Satisfactory, A Dispute is Deemed To Have Arisen. Either Party Can Submit A Written Notice To Settle The Dispute at Human Capital Department Level Within 14 Days.</p>	<p>30 Calendar Days From The Date Of Meeting</p>
<p>Second Level</p> <p>↑</p>	<p>Head of Department</p>	<p>Submit Grievances in Writing Using Grievance Form To The Immediate Management</p>	<p>3 Working Days</p>
<p>First Level</p>	<p>Manager</p>	<p>Discussion With Immediate Superior On The Grievance</p> <p>GRIEVANCE</p>	<p>2 Working Days</p>



KESATUAN EKSEKUTIF AIROD SDN BHD

(Bil. Pendaftaran 871)

GRIEVANCE FORM

A. PERSONAL PARTICULARS :

EXECUTIVES'S NAME: _____

IDENTITY CARD NO: _____ EXECUTIVE NO: _____

DESIGNATION : _____

DEPARTMENT NAME : _____ Dept. No. : _____

TELEPHONE NO. : _____ EXT: _____

B. MY GRIEVANCE IS / ARE

(Explain in full giving specific article of Agreement violated or nature of Grievance. Attach supporting document or details, if any. Use additional paper as Appendix if this column is insufficient)

Executive's Signature: _____ Date: _____

Union Representative's: _____ Date: _____
Name & Signature

GRIEVANCE FORM RECEIVED BY:-

Name: _____

Post: _____

Signature: _____

Date: _____

C.c. Head Human Capital

SALARY STRUCTURE

GRADE	POSITION	MINIMUM (RM)	MAXIMUM (RM)
E1	Administrative Executive	1970	9360
	Tech/Eng. Supervisor	2230	9360
	Engineer	2360	9360
E2	Senior Executive	2500	12110
	Superintendent	2630	12110
	Senior Engineer	3020	12110

APPENDIX

This appendix shall be read in conjunction with the
2nd collective agreement.

Both parties hereby agreed on the following items :

1. In any situation , the benefit for the Non-Executive shall not be more favourable than the Executive
2. The new approval system introduced by the Company shall Not be in any whatsoever be less favourable to the Union member than the current approval system as Per Article 67.
3. Whenever the Market Competitive Allowance (MCA) been removed due to revised Salary Structure ; the new Salary of the Executive shall not be less favourable than the current Salary. The exercise shall not be used as a mean to discriminate or victimize the Executive.
4. Whenever the Company implement any staff benefits ; it shall follow the Internal Equity Policy.
5. The Company shall be due consideration to pay access amount of medical benefit which is over and above the limitation as stipulated in Article 54.
6. The Company shall introduce Annual Performance Bonus Policy in addition to the one (1) month bonus as stipulated in Article 66.