

**COG. NO : 054 / 2018**

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**COLLECTIVE AGREEMENT**

**BETWEEN**

**SIN CHEW MEDIA CORPORATION BERHAD**

**AND**

**KESATUAN PEKERJA-PEKERJA SIN CHEW**

**MEDIA CORPORATION BERHAD**

**2017**

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**SIN CHEW MEDIA CORPORATION BERHAD –  
KESATUAN PEKERJA-PEKERJA SIN CHEW MEDIA CORPORATION BERHAD  
COLLECTIVE AGREEMENT OF 2017**

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## PART ONE STATUTORY

### CLAUSE 1 : Parties To The Agreement

This Agreement is made on the 22 day of February, 2018 between the SIN CHEW MEDIA CORPORATION BERHAD (Co. No. 98702-V) of No. 19, Jalan Semangat, 46200 Petaling Jaya, Selangor (hereinafter referred to as the "Company") of the one part and the KESATUAN PEKERJA-PEKERJA SIN CHEW MEDIA CORPORATION BERHAD, a trade union of employees under registration No. 627 registered under the Trade Union Act, 1959 and having its registered address at No. 19, Jalan Semangat, 46200 Petaling Jaya, Selangor (hereinafter referred to as the "Union") of the other part.

(collectively the parties, individually a party).

### CLAUSE 2 : Title

This Agreement is known as "SIN CHEW MEDIA CORPORATION BERHAD AND KESATUAN PEKERJA-PEKERJA SIN CHEW MEDIA CORPORATION BERHAD COLLECTIVE AGREEMENT OF 2017".

### CLAUSE 3 : Duration, Modification And Termination Of Agreement

- (a) This Agreement shall be deemed to have come into effect from 1<sup>st</sup> January, 2017 and shall continue to remain in force for a period of three years until 31<sup>st</sup> December, 2019 and thereafter, until superseded by a new agreement or terminated as provided herein.
- (b) 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 law or as provided herein and provided that such variation shall take effect and be binding on the parties only

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after being given cognizance by the Industrial Court.

- (c) Any variation to the terms of this Agreement shall be jointly deposited by both parties with the Industrial Court for its cognizance within one month from the date of such variation being agreed upon. After the Industrial Court has given 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.
- (d) Either party may serve on the other three months' written notice to negotiate on new terms and conditions of employment and other related matters, but no such notice shall be served earlier than 1st October, 2019. The party that serves the notice shall also submit proposals on the 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.

#### **CLAUSE 4 : Eligibility**

A Memorandum of Understanding was previously executed by the parties concurrently with the SIN CHEW MEDIA CORPORATION BERHAD AND KESATUAN PEKERJA-PEKERJA SIN CHEW MEDIA CORPORATION BERHAD COLLECTIVE AGREEMENT OF 2014 to address the issue of this clause. The operation of this clause shall be in accordance with the understanding set out in the said Memorandum.

#### **CLAUSE 5 : Scope Of The Agreement**

- (a) This Agreement shall cover employees who are within the scope of the Union's membership but excluding those employed in the following capacities:

- (1) Managerial Capacity



- (2) Security Capacity
  - (3) Confidential Capacity;
  - (4) Employees not yet confirmed as regular employees, temporary employees as well as fixed term contract employees not exceeding 24 months and those employed after retirement.
- (b) An employee under the scope of this Agreement who is not a member of the Union shall not be employed by the Company on terms more favourable than those herein provided for.

**CLAUSE 6: Arbitration**

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 provisions of Industrial Relations Act, 1967.

**CLAUSE 7: Settlement**

- (a) The provisions of this Agreement have been accepted by the Union and the Company in full and complete settlement of all claims submitted by the Union to the Company regarding the terms and conditions of employment.
- (b) Within a month of the signing of this Agreement, the Company and the Union shall forthwith set up a Joint Consultative Committee consisting of three representatives from the Company and three representatives from the Union to discuss and resolve any matter arising from the application of the Agreement. The Committee shall be advisory in character.

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**CLAUSE 8 : Interpretation**

- (a) In case of any conflict between the contract of service existing at the date of this Agreement and this Agreement, the terms of this Agreement shall prevail.
- (b) The official language of this Agreement is the English language. In case of any dispute in the interpretation of any words, terms, or clauses between the English version and any translated version of this Agreement, the English version shall prevail.
- (c) In this Agreement, words importing singular number will include the plural number and vice verse, and words importing the masculine gender will include the feminine gender.



## PART TWO EMPLOYER/EMPLOYEE RELATIONSHIP

### CLAUSE 9: Employer/Employee Relationship

- (a) The Company recognizes the Union as the collective bargaining principal in respect of and on behalf of such categories of employees who are within the scope of this Agreement in accordance with the provision of Clause 5 herein.
- (b) The Company undertakes to inform all eligible employees within the scope of this Agreement that their terms and conditions of employment are governed by this Agreement.
- (c) The Union and its members undertake jointly and severally to cooperate loyally with the Company and to conscientiously carry out all duties for the advancement of the Company's business.
- (d) The Union recognizes the right of the Company to operate and manage its business in all respects without derogating from the generality of the foregoing to determine the number of deployment of the workforce and the content of jobs; to establish rules and regulations on operation and safety; to determine the utilization of the work force tools and equipment, the means, methods, processes, materials, procedures and schedules of production; to engage, promote or demote, retrench, transfer, discharge, suspend or otherwise discipline its employees.

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### **PART THREE**

### **TERMS AND CONDITIONS OF EMPLOYMENT**

#### **CLAUSE 10: Probation**

- (a) The probationary period of newly engaged employees shall not be less than three calendar months for employees of Category B and C and six calendar months for employee of Category A. Notwithstanding the aforesaid the Company may at its discretion appoint an employee directly onto a permanent establishment without requiring him to undergo a probationary period or confirm an employee earlier than the stipulated probationary period.
- (b) The probationary period as per Clause 10(a) above may be extended for an additional period of not more than three months for employee of Category B and C and not more than six months for employee of Category A at the discretion of the Company.
- (c) On expiry of the probationary period or extended probationary period, an employee may be confirmed in his appointment.
- (d) On confirmation, the period of service of an employee shall be deemed to have commenced from the date of his reporting for duty on entering the service of the Company.
- (e) During the probationary period, employment may be terminated by either party by giving the other notice of termination of service of not less than 24 hours without assigning any reason.
- (f) A probationer shall continue to serve as a probationer unless and until he receives a letter of confirmation issued to him by the Company.

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## **CLAUSE 11: Promotion and Up-Grading**

### **(1) Promotion**

- (a) The Company shall promote suitably qualified employee whose performance is to the satisfaction of the Company from a lower grade to a higher grade as and when a vacancy arises.
- (b) The Company reserves the right to fill any vacancy by recruiting new employee if no suitable employee is found within the Company to fill such vacancy.
- (c) An employee selected for promotion is required to serve a trial period:-
  - (i) Category A – 6 months (but not longer than 9 months)
  - (ii) Category B and C – 3 months (but not longer than 6 months)
- (d) During the period of trial, the employee shall receive an allowance which shall not be less than the quantum of his promotion adjustment. Such allowance shall cease with effect from the date of his confirmation of promotion or otherwise.
- (e) An employee who is confirmed in his new appointment will be given two increments of the new salary grade from the date of his promotion. Where an employee who has been promoted on a trial basis is not subsequently confirmed by the Company, he shall be reverted to his former position or position similar to his grade, at the discretion of the Company.

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(2) **Up-Grading**

- (a) Any rise in job grade without undergoing the promotion procedure of the Company shall be treated as up-grading.
- (b) In the event of up-grading, an employee shall enjoy a salary adjustment equivalent to one increment point of the grade that he has been upgraded to.

**CLAUSE 12: Holidays**

- (a) Every employee shall be entitled to paid holidays on gazetted public holidays, Chinese Press Holidays provided that the total number of paid holidays and Chinese Press Holidays shall not exceed seventeen (17) days in each calendar year.
- (b) Any work performed on gazetted public holidays shall be at the request of the Company and with the consent of the employee (such consent shall not be unreasonably withheld).
- (c) Save and except for the 5 mandatory Public Holidays as specified by Section 60 D (1)(a) of the Employment Act 1955, both the Company and the Union are in agreement to substitute the rest of the public holidays to any other days during the year.
- (d) Any employee who absents himself from work on the working day immediately preceding or immediately succeeding a public holiday or two or more consecutive public holidays or any day or days substituted thereafter under this section without the prior consent of the Company shall not be entitled to any pay for this holiday or the subsequent consecutive holidays unless he has received approved leave or has a reasonable excuse for such absence.





**CLAUSE 13: 5-Day/5 ½ -day Work Week and Rest Days**

- (a) Employees on 5-day work week shall be entitled to one off day and one rest day in every week; whereas employees on 5 ½-day work week shall be entitled to ½ off day and one rest day in every week. Such off day and rest day of the employees shall fall on the day to be determined by the Company according to its operational needs.
- (b) An employee who at the request of the Company works on a rest day shall be paid for any period of work:-
  - (i) which does not exceed half his normal hours of work, one day's wages at the ordinary rate of pay for work done on that day; or
  - (ii) which is more than half but which does not exceed his normal hours of work, two day's wages at the ordinary rate of pay.
- (c) With regard to rostering during the 5-day's or 5 ½-day's work week regime, as the case may be, the granting of off day and rest day in a week shall be either be consecutive or staggered. A week in this context refers to a continuous period of seven days.
- (d) For employees under 5 ½-day work week regime, in event where he or she takes an annual leave or a substitution leave on the day where he is rostered to work on ½ day, it shall only be calculated as ½ day's annual or substitution leave, as the case may be.

**CLAUSE 14: Annual Leave**

- (a) All employees shall be entitled to annual leave after completing twelve months continuous employment with the Company.
- (b) An employee's entitlement to Annual Leave shall be as follows:-
  - (i) up to 3 years' continuous service

----- 18 days





- (ii) above 3 years & up to 10 years' continuous service ----- 21 days
- (iii) above 10 years' continuous service ----- 22 days
- (c) Employee shall be given pay in lieu of annual leave, in cases of resignation, retirement and retrenchment to be calculated on a proportionate basis up to the completed month of service only.
- (d) Annual leave shall be taken in full and may only be allowed to be accumulated with the prior written consent of the Company. Accumulated leave if not taken in full; through no fault of the Company shall be forfeited accordingly.
- (e) Where the Company is not able to avail an employee his annual leave due to pressure of work, the Company may consider paying him in lieu of the leave not taken, or allow the employee concerned to carry forward the leave.

**CLAUSE 15: Sick Leave**

- (a) All employees on the recommendation of Company's Doctor or Company appointed dental surgeon or a Government **Medical** Officer shall be entitled to paid sick leave as stipulated in the Employment Act 1955.
- (b) An employee's entitlement to paid sick leave shall be:-
  - (i) Less than two (2) years' service - 14 days in the aggregate in each calendar year.
  - (ii) Two (2) years or more but less than five (5) years' service - 18 days in the aggregate in each calendar year.

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(iii) Five (5) years and above - 22 days in the aggregate in each calendar year.

(iv) Where hospitalization is necessary, 60 days in the aggregate in each calendar year.

Provided that where an employee takes any paid sick leave under (b) (i) (ii) (iii) above, his entitlement to hospitalization leave shall be reduced to the extent of the number of days of paid sick leave taken under (b) (i) (ii) (iii).

And provided further that if an employee is certified by such registered medical practitioner appointed by the Company or a Government Medical Officer to be ill enough to be hospitalized but is not hospitalized for any other reason whatsoever, the employee shall be deemed to be hospitalized for the purpose of this clause.

- (c) An employee who reports to Government Medical Officer or a Registered Medical Practitioner appointed by the Company and who is not subsequently granted sick leave shall report for duty as soon as possible after completion of the medical examination.
- (d) An employee who is granted sick leave by a Government Medical Officer or a Registered Medical Practitioner appointed by the Company or in the case of an emergency by any Registered Medical Practitioner, shall inform the Company within forty-eight hours of the commencement of such leave.
- (e) In case of genuine emergency, the Company shall give due consideration of sick leave given by any Registered Medical Practitioner not appointed by the Company. Except for circumstances acceptable to the Company, any sick leave subsequent to the emergency must be issued by a Registered Medical Practitioner appointed by the Company.

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- (f) Further to sub-clause (e) above, where an employee repeatedly chooses to be treated by any Registered Medical Practitioner not appointed by the Company, sick leave will be granted but on "no-pay" basis and the Company will not be liable to pay any charges incurred.
- (g) If any sick leave falls on a day which is regarded as a paid holiday under the purview of Clause 12 above, the employee shall be granted another day as paid holiday in substitution of the relevant paid holiday.

**CLAUSE 16: Paid Congratulatory Leave**

- (a) All confirmed employee shall be granted congratulatory leave with basic pay in the following instances on production of valid proof as follows:-
  - (i) Employee's first legal marriage ----- 6 consecutive days
  - (ii) Birth of employee's own child ----- 5 consecutive days
- (b) The leave shall exclude rest day and off day.
- (c) Where an employee is unable to obtain prior permission before going on leave he shall make every effort to inform the Company as soon as possible and in any case not later than 24 hours after his absence from work regarding the reason.

**CLAUSE 17: Paid Compassionate Leave**

- (a) An employee shall be granted compassionate leave with basic salary in the following instances on production of valid proof:
  - (i) In the event of sudden serious illness requiring hospital care in the employee's immediate family (parents, parents-in-law, wife/husband, brother/sister or children) ----- 2 days



- (ii) In the event of accident resulting in injury that requires immediate hospital care in the employee's immediate family (parents, parents-in-law, wife/husband or children) ----- 1 day
  - (iii) In the event of death of members in the employee's immediate family (parents, parents-in-law, grandparents, wife/husband, brother/sisters and children) ----- 5 consecutive days
  - (iv) In the event of natural disaster or calamity such as flood, fire etc. directly affecting an employee's residential home ----- 2 consecutive days.
  - (v) In event of theft, burglary or robbery occurring in an employee's residential home that requiring his personal attention ----- 1 day.
- (b) The leave shall be taken immediately during the occurrence of such event and shall exclude rest day and off day.
- (c) The total entitlement for compassionate leave mentioned in (a) (i), (ii), (iii), (iv) and (v) above shall not exceed 8 days in each calendar year.
- (d) Where an employee is unable to obtain prior permission before going on leave he shall make every effort to inform the Company as soon as possible and in any case not later than 24 hours after his absence from work regarding the reason.

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**CLAUSE 18: Maternity Leave**

- (a) A female employee shall be granted with maternity leave on full pay for a period of not exceeding 60 consecutive days or such other period as may be required by the applicable law in Malaysia from time to time, provided always that she has been employed by the Company for an aggregate period of not less than 90 days in 9 months immediately preceding confinement.
- (b) Such leave to commence from any day within a period of thirty (30) days immediately preceding or immediately following the confinement.
- (c) A female employee shall not be entitled to any maternity leave with pay if at the time of her confinement she has five or more surviving children.
- (d) Medical leave due to illness during the first 22 weeks of pregnancy shall not be considered as maternity leave but as normal medical leave as provided in Clause 15.
- (e) A female employee shall be entitled to maternity benefits in the event of miscarriage or premature delivery with not less than 22 weeks of pregnancy and above.
- (f) All other conditions relating to maternity benefits shall be in accordance with the provision to Part IX of the Employment Act, 1955.

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**CLAUSE 19: Medical Benefits**

**(A) Medical Treatment**

(1) The Company shall at its expense provide medical assistance to employees of the Company only.

**(2) Type of Assistance**

The Medical Assistance provided by the Company under this scheme shall be confined to the following:-

- (a) Medical examination by a Company appointed doctor in case of illness.
- (b) Medicines prescribed by a Company appointed doctor.
- (c) Hospitalisation in a Government hospital.
- (d) Consultation with a Government dental officer or registered dental officer appointed by the Company for ordinary dental extraction only.
- (e) Half (1/2) of total cost incurred for normal filling of teeth at Company appointed dental clinic only.
- (f) Cost of yearly eye examination at eye clinic (e.g. Tun Hussein Onn Eye Specialist Centre) for designated computer user and staff of graphic section only.  
For avoidance of doubt, the yearly eye examination shall not applicable to the following categories of employees:
  - (i) Packers
  - (ii) Manual Workers
  - (iii) Printing Press Operators
  - (iv) Office Helpers/Messengers
- (g) For staff in the following departments/sections only, cost of Ear Nose & Throat ( ENT ) examination by a Company appointed doctor at every three (3) years' intervals:

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- (i) Maintenance, Printing, Packing and Pre-press sections.
- (ii) Logistics staff involved in daily newsprint issuance/rewinding.
- (iii) Production staff involved in daily newsprint goods receiving.

For staff with less than three (3) years' service, entitlement to this benefit shall be upon completion of three (3) years' continuous service.

(3) Hospitalisation

Hospitalization shall be granted in a second class ward for all employees. The hospitalization in all cases shall be in a Government hospital and the cost includes the cost of any treatment or operation including medicine.

(4) The Company shall not pay for the cost of the following:-

- (a) Medical or surgical appliances, including spectacles or glasses.
- (b) Dental charges such as scaling, crowning or filling of teeth with precious metal or dentures.
- (c) Any expenses in respect of pregnancy, confinement or miscarriage.
- (d) Any expenses arising out of proven self inflicted injury or illness or disease caused by misconduct.
- (e) Any expenses for treatment in mental cases which have been certified by a Government Doctor in charge of mental cases.
- (f) Any expenses incurred in respect of illness, injury or disablement, arising from any proven fault, indiscretion of the employee, participation in or attending any hazardous sport, pursuit of pastime, attempted suicide, the performance of any



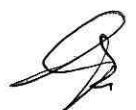
unlawful act, exposure to any unjustifiable hazards, provoked assault, the use of drugs not medically prescribed, illegal abortive measures, excessive use of alcohol, or any breach of the peace or disorderly conduct, except when endeavouring to save human life.

**(B) Prolonged Illness**

- (a) An employee suffering from pulmonary tuberculosis, or cancer, or leukaemia, or cerebral thrombosis, or paralysis or heart diseases or renal failure shall be granted sick leave with full pay up to a maximum of 180 days, sick leave with half pay for another 180 days and a further 180 days sick leave without pay.
- (b) At the end of the unpaid sick leave as specified in (a) above, if the employee is still medically unfit to resume normal duty, the Company shall consider the employee to be medically boarded out.

**CLAUSE 20: Retirement Age**

- (a) The normal retirement age for all employees shall be sixty (60) years.
- (b) In the absence of a birth certificate, if only the year of birth is stated in the Identity Card of the employee concerned then it shall be assumed that the employee's date of birth shall be 31 December of that year as shown in the Identity Card for the purpose of determining the retirement age.
- (c) All employees attaining their respective retirement age shall retire.
- (d) The Company may invite any employee to continue in the employment of the Company for a further period beyond his retiring age solely at the discretion of the Company.





**CLAUSE 21: Retirement Benefits**

- (a) All employees who have been confirmed in their appointments and who have been in continuous employment with the Company for at least five (5) years shall be entitled to retirement benefits which shall commence to be paid in accordance with sub-clause (b)(i) and (b)(ii) of this Clause immediately after the fifth year of employment.
- (b) (i) Subject to the conditions stipulated in sub-clause (a) above and the law for the time being in force, the Company shall pay to the Employees Provident Fund on behalf of each entitled employee for each month or part of a month, retirement benefits of three (3) per centum on his basic salary earned in addition to the compulsory contribution provided he has been in continuous employment with the Company for at least five (5) years and up to fifteen (15) years.
- (ii) Subject to the conditions stipulated in sub-clause (a) above and to the law for the time being in force, where an employee on completion of the said qualifying period, the Company shall pay to the Employees Provident Fund on his behalf, the accumulated retirement benefits for the said period as soon as practicable after the fifth year of his employment.
- (iii) The Company shall pay to the Employees Provident Fund on behalf of each entitled employee for each month or part of a month, retirement benefits of four (4) per centum on his basic salary together with the compulsory contribution provided he has been in continuous employment with the Company for fifteen (15) years and above.
- (c) An employee shall not be entitled to any retirement benefits under this Clause in the event that his employment with the Company is terminated before the completion of the length of service as specified under sub-clause (a) & (b) (iii) of this Clause.

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**CLAUSE 22: Retrenchment**

- (a) The provision of this Clause shall apply to those employees who have been employed for a period of not less than twelve (12) months and who are declared redundant, i.e. whose services are surplus to the Company's requirement.
- (b) The Company shall inform the Union as soon as possible of the categories and grades of employees to be retrenched.
- (c) Subject to the needs of the business and merit of each situation the Company shall adopt the Principle of "Last-in-first-out" on each category of employment.
- (d) The Company shall give notice of termination or payment in lieu of such notice in accordance with section 12 of the Employment Act, 1955 to the employees affected by the redundancy.
- (e) The quantum of retrenchment benefits payable shall be :
  - (i) Ten days wages for every year of employment under a continuous contract of service with the company if he has been employed by the Company for a period of less than 2 years;
  - (ii) Fifteen days wages for every year of employment under a continuous contract of service with the Company if he has been employed by the Company for two years or more but less than five years;

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- (iii) Twenty days wages for every year of employment under a continuous contract of service with the company if he has been employed by the Company for five years or more but less than ten years;
- (iv) One month's salary for every year of employment under a continuous contract of service with the company if he has been employed by the Company for ten years or more, and prorata as in respect of an incomplete year, calculated to the nearest month.
- (f) In the event of a subsequent vacancy being applied for by a retrenched employee, such an employee shall be given favourable consideration if everything being equal.

**CLAUSE 23: Hours of Work**

- (a) Subject to business requirement the Company shall have the right to determine the beginning and finishing time of work for every employee from time to time, provided the total hours of work per week shall not exceed 48 hours.
- (b) For employees engaged in shift work, their working hours shall be as per duty roster.
- (c) Employees engaged in shift work shall not leave their respective working positions, before the succeeding shift employees arrive and take over the shift duty from them or without prior permission from the shift supervisor in-charge.
- (d) The number of hours and work days for different group of employees are:-

In respect of 5-day's work week:-

- (i) Office grade - 9 hours daily for 5 days with 60 minutes of meal break

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- (ii) Editorial/Reporting - 9 hours daily for 5 days with 60 minutes of meal break

In respect of 5 1/2-day's work week:-

- (i) Industrial grade - 9 hours daily for 5 1/2 days with 60 minutes of meal break  
commence work before 12 noon
- (ii) Industrial grade - 8 hours daily for 5 1/2 days with 30 minutes of meal break  
commence work at 12 noon or there after

**CLAUSE 24 : Overtime**

The overtime rate for employee in Category B shall be calculated as follows:-

$$\text{Hourly rate} = \frac{\text{Monthly Salary}}{26 \times \text{Normal hrs of work}}$$

For overtime work done at the request of the Company, the employee shall be entitled to overtime pay at:

- (a) 1.5 x his hourly rate of pay
- (b) 2 x his hourly rate of pay for rest day

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- (c) 3 x his hourly rate of pay for public holiday

**CLAUSE 25: Emergency Call-back Allowance**

Employee under Category A or Category B who has concluded a normal period of duty and having left the Company's premises is requested or required without prior notice, to return forthwith to work,

- (i) within eight (8) hours immediately after conclusion of his normal period of duty;

OR

- (ii) between 12.00 (mid-night) – 8.00 a.m.

shall be given :

**For Category A**

- (i) one day's substitution leave

**For Category B**

- (i) for the first hour of work or part thereof after such return, at six (6) times his ordinary rate of pay in lieu of the overtime pay or pay for work on a rest day or holiday to which he would otherwise be entitled under Clause 24 hereof; and
- (ii) for each subsequent hour of work after such return at the rate of overtime pay.

**CLAUSE 26: Annual Increment**

- (a) The Company may give annual increment based on the profitability of the Company. If an annual increment is given to an employee it shall not be less than the increment set out in Appendix B1, B2 and B3 provided that the employee's work has been satisfactory during the preceding 12 months period. The principle of awarding annual increment is

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also subject to the proviso that the employee has not reached the maximum of his salary group.

Increment less than the specified amount will be granted to an employee whose salary is less than a full increment from the maximum of his appropriate salary group in order to bring the employee's salary to that maximum.

- (b) In individual case where work performance is below standard, the increment may be given less than the normal increment or withheld until such time as the employee's work performance has improved.
- (c) If an increment is given, an employee who has less than 12 months service on 31<sup>st</sup> December and has successfully completed his probationary period shall receive a pro-rata amount of the annual increment to be calculated as follows:

$$\frac{\text{Completed months of service}}{12} \times \text{Annual increment appropriate to salary group}$$

- (d) Notwithstanding sub-clause (a), (b) and (c) above, the Company may in consideration of the expected future viability of the Company, forestall annual increment and/or instead give other form of benefits.

#### **CLAUSE 27: Annual Bonus**

- (a) An annual bonus may be paid at the discretion of the Company subject to the performance of the Company and the performance of individual employee concerned.

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- (b) Bonus will only be paid to confirmed employees who are still with the Company at the time of bonus payment.
- (c) An employee who has less than 12 months' service on 31<sup>st</sup> December and has successfully completed his probationary period shall receive a pro-rata amount of bonus payment.

**CLAUSE 28: Transport Allowance**

- (a) Employees who are required to travel regularly on Company's business shall be entitled to receive a fixed transport allowance as full reimbursement for all claims incurred in respect of such travel carried out within the permitted distance of their principal places of work. For the avoidance of doubt, the employees shall also be entitled to the said transport allowance during their sick leave or annual leave provided that the relevant absence period shall not be longer than one month.
- (b) For journeys on duty to places beyond the radius of sixteen (16) kilometer from their principal places of work, employees are entitled to the following mileage claim:-

- (i) For Motor Cars

In respect of one way trip, at the rate of 50 sen per kilometer for each kilometer actually travelled beyond 16km;

In respect of return trip, at the rate of 50 sen per kilometer for each kilometer actually travelled beyond 32 km.



(ii) For Motor Cycles

In respect of one way trip, at the rate of 30 sen per kilometer for each kilometer actually travelled beyond 16km;

In respect of return trip, at the rate of 30 sen per kilometer for each kilometer actually travelled beyond 32 km.

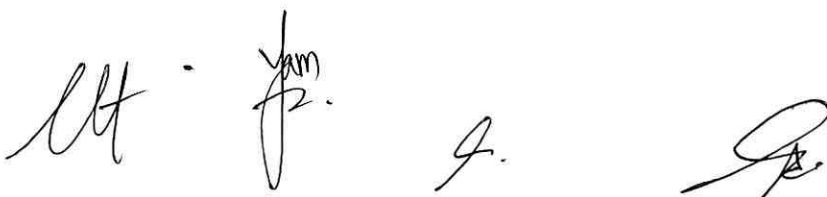
Provided that the employees travel with their own motor vehicles on every occasion. For Head Office staff only, in view of the locality of the Head Office, both parties agree that Petaling Jaya Head Office shall be used as the reference point for the principal places of work .

- (c) The Company shall reimburse employees for all parking expenses incurred while on field duty.
- (d) Transport allowance (maintenance and petrol) payable to employees shall be withdrawn if and when they no longer travel with their own vehicles on Company's business.
- (e) Rate of transport allowance for each category of staff shall be :-

(1) **For Category A**

RM 270.00 - For Circulation Sales Officer

RM 200.00 - For field staff without own transport





- RM 300.00 - For officers whose job requires some travelling
- RM 420.00 - For marketing personnel with motor car who are involved in field work
- RM 500.00 - For marketing personnel whose job requires extensive field work and travelling.

**(2) For Category B**

- (i) The rates of transport allowance for a Bills Collector or a Despatch Rider of Petaling Jaya Head Office who possesses a motorcycle and uses such motorcycle on Company's business regularly shall be given :

Bills Collector - RM 250.00 as maintenance allowance (road tax and insurance included) and 95 litres of petrol per month.

Despatch Rider - RM 210.00 as maintenance allowance (road tax and insurance included) and 82 litres of petrol per month.

- (ii) A monthly allowance of RM110.00 shall be given to an office Helper in Branch Office for using his own transport on Company's business.

**(3) For Category C**

The rates of transport allowance shall be as follows:



- (i) Every full time and permanent reporter and photographer who does not own a motor vehicle but is required to carry out official duties outside the office shall be entitled to the following travelling allowance:

(a) staff of Petaling Jaya Head Office	RM230.00 per month
(b) Staff of Branch Office	RM180.00 per month

- (ii) Every full time and permanent reporter and photographer who possesses his own motor vehicle and uses such motor vehicle on Company's business shall be entitled to the following Maintenance Allowance (road tax and insurance included):-

(a) staff with Motor Car	RM280.00 per month
(b) staff with Motor Cycle	RM200.00 per month

- (iii) In addition to 3(ii) above, every full time and permanent reporter and photographer who possesses his own motor car or motor-cycle and uses such motor vehicle on Company's business shall be entitled to monthly premium petrol subsidy as follows:-

Area	Motor Car	Motor-cycle
(a) Staff of Petaling Jaya Head Office	215 litres	86 litres
(b) Staff of Branch Office	134 litres	53 litres

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- (iv) Reporters who cover social news shall be given additional petrol subsidy as follows:-

Area	Motor Car	Motor-cycle
(a) Staff of Petaling Jaya Head Office	72 litres per month	34 litres per month
(b) Staff of Branch Office	58 litres per month	25 litres per month

- (v) Photographers in Head Office and Branch Office shall be given additional petrol subsidy as follows:-

(a) Staff with motor car	72 litres per month
(b) Staff with motor cycle	58 litres per month

**CLAUSE 29: Transfer**

- (a) (i) The Company may assign, reassign or transfer an employee to other places of work consistent with his contract of service or with any variation thereof provided that such assignment, reassignment or transfer does not result in any change in his basic salary.
- (ii) Where an employee's contract of service is silent on the extent to which he may be assigned, reassigned or transferred, it shall be deemed to permit his assignment, reassignment or transfer to work on the Company's newspaper or publications or other businesses within Peninsular Malaysia. The Company shall give not less than one month's notice to the employee concerned.

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- (b) The Company will give sympathetic consideration to any appeal by an employee against a transfer order. However, the decision of the Company shall be final and conclusive after considering such appeal.
- (c) The Company will pay the equivalent cost of second class rail fares for the employee, his spouse and children to travel to the new place of work by the most direct route. In the event that the employee is required to travel by his own motor vehicle, the relevant mileage rate will be paid.
- (d) The Company will pay the cost of packing and removal of the employee's personal effects provided that:
- (1) Details of the items and costs are submitted in writing by the employee to the Company and that approval is obtained from the Company prior to packing and/or removal.
  - (2) The Company considers that the amount and type of personal effects and the costs of packing and/or removal to be reasonable.
- (e) The Company shall pay an employee on transfer a lump sum transfer allowance in the following manner:
- (1) For the employee : RM 500.00
  - (2) For his spouse : RM 200.00
  - (3) For his children : RM 100.00 each





- (f) For the purpose of sub-clause (c), (d) and (e) above, transfer shall be defined as:
- (1) Permanent transfer to a workplace which is more than 45km away from original place of work; and
  - (2) Permanent transfer resulting in shifting of employee's residence to the new place.
- (g) The provisions of this Clause shall not apply to transfer from one place to another within a town or city and for the purpose of this sub-clause the following shall be deemed to constitute one town or city:
- (i) Kuala Lumpur, Petaling Jaya, Klang, Shah Alam, Kajang, Nilai, Putrajaya, Rawang and Sekinchan;
  - (ii) Penang and Butterworth
- (h) The Company may at its discretion, grant an employee time off for a maximum period of six (6) clear days to arrange for lodging in the new town or city and/or other personal and family matters.
- (i) The provision of this Clause shall not apply to an employee who himself request for the transfer.

**CLAUSE 30: Outstation Allowance**

- (a) An employee on outstation assignment shall be entitled to the following allowances:



(I) Within Peninsular Malaysia

- (1) RM 135.00 (Ringgit: One Hundred Thirty-five only) per day for food and lodging;

OR

- (2)

Breakfast	RM10.00
Lunch	RM12.00
Dinner	RM18.00
Outstation Allowance	RM40.00

in addition to reasonable transport and hotel expenses (The rent of a single standard room only) which have been actually incurred and supported by official receipts.

The Company shall reimburse an employee reasonable laundry expenses actually incurred when an employee remains away from his home station for longer than one day.

For the purpose of this Clause, outstation shall be defined as:

- (1) overnight stay away from home station in order to carry out work or duty assigned.

OR

- (2) work at a place which is more than 45 km away from home station.

Save and except for the employee who has to stay away from his home station for longer than 8 hours in order to complete his outstation work, the outstation allowance of RM40.00 shall not be payable to an employee assigned to outstation duty. For avoidance of doubts, if accommodation is provided, only meal allowance and outstation allowance

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as stated above may be claimed. If board and lodging and transport are provided, only the outstation allowance as stated above may be claimed.

**(II) Outside Peninsular Malaysia**

- (i) Any employee sent on duty outside Peninsular Malaysia shall be provided with reasonable transportation, food and lodging, the amount of which will be determined according to each individual case.
- (ii) The outstation allowance payable for assignment outside Peninsular Malaysia shall be as follows:

	Destination	Daily outstation allowance (RM)
a	Sabah & Sarawak	90
b	ASEAN countries (except Singapore)	100
c	Singapore and other countries (except ASEAN countries, Japan, USA and Europe)	120
d	Japan, USA and Europe	140

- (iii) Notwithstanding the provisions of (II) (i) & (ii) above, employees sent on official assignment from the following places shall be entitled to claim RM 60.00 outstation allowance:
  - (1) Johor Bahru to Singapore
  - (2) Alor Setar, Kangar or Kota Bahru to South Thailand
- (iv) For overseas assignment taking less than 8 hours to complete (including time on the flight), an employee shall be entitled to claim 50% of the relevant outstation allowance.

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(III) On Complimentary/Sponsored Trips

If an employee is selected to represent the Company to travel on approved complimentary/sponsored trip provided by an outsider, he is eligible to claim half of the relevant outstation allowances, airport tax and reasonable laundry expenses actually incurred. However, as he is representing the Company for the trip, he is expected to write and provide articles to the Company free of charge.

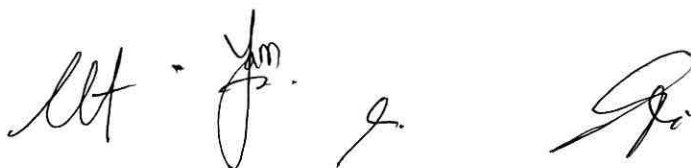
(IV) On Training Course

(i) An employee who is selected by the Company to attend a training course outside his normal area of work but within Malaysia and Singapore shall be provided with board and lodging under sub-clause a (I) above and shall be entitled to claim reasonable cost of transport actually incurred. However, when such board, lodging and transport are provided by the course organizer, the Company shall not reimburse such claims. In any case, an employee who is undergoing such training course shall not be eligible to claim additional work allowance under Clause 34.

(ii) An employee who is selected by the Company to attend a training course within his normal area of work shall not be eligible to claim any allowance.

(iii) Overseas Training Course

An employee who is selected by the Company to attend a training course at a venue located overseas shall be eligible to claim reasonable actual subsistence expenses incurred during the training course. Such actual subsistence expenses must be supported by official receipts.





(b) the employee shall only be entitled to travel with the following class of transportation:-

(i) economy class by normal flight;

(ii) scheduled express bus;

(iii) second class by train and if travelling at night, sleeping berth shall be provided at the Company's expense.

**CLAUSE 31 : Uniforms**

(a) Employees in Printing, Packing and Pre-press Section; Manual workers in the Logistics and Administration Department shall be provided with uniforms as follows:

(i) Printing, Maintenance, Packing & Logistics (Manual Worker)

8 sets of T-shirt, 3 sets of pants; 2 pairs of safety shoes for the first year and 1 pair for every 9 months thereafter.

(ii) Printing, Maintenance (Supervisor)

6 sets of Shirt, 3 sets of pants; 2 pairs of safety shoes for the first year and 1 pair for every 9 months thereafter.

(iii) Pre-Press (Operators)

6 sets of T-shirt, 3 sets of pants each year.

Pre-Press (Supervisor)

6 sets of Shirt, 3 sets of pants each year.

(iv) Despatch Riders

6 sets of Shirt, 3 sets of pants each year.



(v) Maintenance Workers in Administration Department

6 sets of Shirt, 3 sets of pants each year; 2 pairs of safety shoes for the first year and 1 pair for every 9 months thereafter.

- (b) An employee who is provided with uniforms under this Clause shall wear them in full at all times while he is at work.

**CLAUSE 32: Acting Allowance**

- (a) Any employee in Category C who is required to assume any of the position mentioned in Appendix C on temporary basis, shall be paid an allowance applicable to the respective positions in accordance with column two of Appendix C. However, employee receiving this allowance shall be disqualified from claiming additional work allowance under Clause 34.
- (b) Outstation reporters who are required to perform administrative functions in their respective offices shall be entitled to monthly responsibility allowance mentioned in Appendix C.

**CLAUSE 33: Supplement**

Applicable to employees of Category C only:

- (a) Employees who are required to edit commercial supplements in addition to their normal duties shall be paid at the following rates:-
- (i) RM 25.00 for every full page (Editorial Materials occupying more than half a page).
- (ii) RM 16.00 for every half page (Editorial Materials occupying half or less than half a page).

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- (b) Employees who are required to edit feature pages in addition to their normal duties shall be paid at the following rates:-
- (i) editing less than three-quarter (3/4) page : RM30.00
  - (ii) editing three-quarter (3/4) page and above : RM35.00
- (c) Employees who are required to edit pictorial feature page in addition to their normal duties shall be paid at the following rates:-
- (i) editing half page : RM 20.00
  - (ii) editing full page : RM 25.00
- (d) Employees who are required to edit tabloid feature pages in addition to their normal duties shall be paid at the following rates:-
- (i) RM 25.00 for editing half a page (Advertisement Materials occupying more than 10%).
  - (ii) RM 30.00 for editing full page.

**CLAUSE 34: Additional Work Allowance**

- (a) Additional work allowance will be given to an employee who is required to perform additional work after completion of his normal working hours at the request of the Company or its authorized representative:-



i.	RM20.00	first hour.
ii.	RM40.00	more than one hour but less than or equal to two hours.
iii.	RM60.00	more than two hours but less than or equal to three hours.
iv.	RM80.00	more than three hours but less than or equal to four hours.
v.	RM100.00	more than four hours but less than or equal to seven hours.
vi.	Above 7 hours	payment calculated at one and a half (1½) times of his hourly rate of pay.

- (b) Any payment of the additional work allowance to the employee shall be in accordance with the written guidelines mutually agreed between the parties.

#### **CLAUSE 35: OTHER ALLOWANCES**

- (a) Parliament / DUN Assembly Allowance

Reporters who cover Parliament and State Assembly shall be given an additional allowance of RM15 per day.

- (b) Court Allowance

Reporters in head office who cover judiciary institution shall be given an additional work allowance of RM15 per day with a maximum of RM300 per month.

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(c) Photo Allowance for Outstation Reporters

Outstation reporters who have not been provided with camera by the Company but use their own camera to capture photographs shall be paid RM5.00 for each photo published in the editorial pages.

**CLAUSE 36: Discipline**

(a) The Company shall take disciplinary action against any employee in the event of misconduct, inefficiency or indiscipline and notice of such action shall be in writing. The Company may, after due inquiry, take the following actions:-

- (i) Give the employee a written warning
- (ii) Freeze increment up to one year; or
- (iii) Suspend the employee without pay for a period not exceeding 7 days.
- (iv) Down grade the employee; or
- (v) Dismiss the employee summarily or by giving the required notice thereof in cases of misconduct.

(b) In such case, the Company's decision shall be notified to the employee in writing with a copy to the Union.

(c) For the purpose of an inquiry, the Company may suspend the employee for a period not exceeding 14 days during which he shall be paid half of his basic pay. If the inquiry does not disclose any misconduct on the part of employee the Company shall restore the full salary so withheld.

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- (d) An employee who is subject to any disciplinary action provided in this Clause shall have the right of appeal through the Union to the Management for discussion to settle the grievance failing which the matter may be referred in accordance with the provisions of the Industrial Relations Act, 1967.

**CLAUSE 37: Prohibition**

An employee of the company shall not act or cause to act in any manner against the interest of the Company. He or she shall not hold office or undertake additional employment either part-time or full time in any other business, organization or newspaper industry.

He or she shall not contribute in any form in or to other newspapers other than those published and/or managed by the Company and its subsidiaries.

**CLAUSE 38: Resignation and Termination of Service**

- (a) An employee may resign from the Company by giving one month notice in writing. The Company shall pay the employee for any annual leave due to him at his normal rate of salary.
- (b) The Company may terminate the service of any employee by giving him/her one month notice in writing or payment in lieu of notice.



- (c) The Company may under special circumstances, choose to pay the employee in lieu of annual leave in cases where annual leave is used to offset the notice period in case of resignation.

**CLAUSE 39: Lawful Instruction of the Company**

Every employee shall be under an obligation to carry out all lawful and proper instructions of the Company and the Company shall be under an obligation to provide protection, legally or otherwise to the employee for any consequence that may arise as a result of carrying out such lawful and proper instructions of the Company.

**CLAUSE 40: Salary Conversion and Implementation of Agreement**

- (a) The salary conversion shall be based on the employee's basic salary as at 31<sup>st</sup> December, 2016. The salary conversion shall not apply to the following employees:-
- (i) Employees who were still in the probationary period as at 31<sup>st</sup> December, 2016.
  - (ii) Employees employed on and after 1<sup>st</sup> January, 2017.
  - (iii) A Memorandum of Understanding was previously executed by the parties concurrently with the SIN CHEW MEDIA CORPORATION BERHAD AND KESATUAN PEKERJA-PEKERJA SIN CHEW MEDIA CORPORATION BERHAD COLLECTIVE AGREEMENT OF 2014 to address the issue of this sub-clause. The operation of this sub-clause shall be in accordance with the understanding set out in the said Memorandum.
  - (iv) Employees employed on a fixed term contract with the Company.



- (b) During the term of the Agreement, if an employee has reached the maximum of his salary range as of 1<sup>st</sup> January, he will be granted a one-time ex-gratia provided that he passes the year end performance evaluation and is recommended by his head of department.
- (c) The ex-gratia shall be calculated based on the increment rate applicable to the employee multiplied by the number of months recommended by the head of department as follows:
- (i) If the employee is recommended by the head of department to receive the ex-gratia in full, such employee will receive a lump sum payment equal to 12 times the rate of increment.
  - (ii) If the employee fails his year end performance evaluation conducted by the head of department, he will not be entitled to the one time ex-gratia payment.
- (d) This practice is only applicable to this Agreement. It has no binding effect on any future or renewed collective agreements.
- (e) The parties agree as follows:
- (i) The basic salary adjustment shall be effective from 1<sup>st</sup> January, 2017. Arrears of basic salary shall be paid by 31<sup>st</sup> March, 2018.
  - (ii) Arrears of overtime on normal working day for 6 months from January 2017 to June 2017 shall be paid by 30<sup>th</sup> April, 2018.
  - (iii) All changes to other clauses will be effective from the date of signing of this Agreement.

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**GRIEVANCE PROCEDURE**

Steps	Union Officer Representation	Time Period For Bringing Up The Grievance	Form	Upon Receipt Of Complaint, Superior Shall Reply Within
Aggrieved Employee				
↓ Immediate Superior	Depends	Within 3 Working Days	Verbal or Written	2 Working Days
↓ Head of Dept. Concerned	Depends	Within 5 Working Days	Verbal or Written	3 Working Days
↓ H.R. Manager	Two	Within 5 Working Days	Written	5 Working Days
↓ Management Committee	Two	Within 10 Working Days	Written	14 Working Days
↓ Ministry Of Human Resource for Conciliation	Two	Within 60 Days		Depends
↓ Industrial Court	Two			Depends

\* Working days shall exclude all kinds of leave, public holidays and rest days.






(APPENDIX B1)

**SALARY STRUCTURE FOR EMPLOYEES OF CATEGORY A**

NO	JOB TITLE	STARTING	INCREMENT	CEILING
1	ASSISTANT TO EXECUTIVES/ CIRCULATION SALES OFFICER	1640	80	2840
2	SENIOR ASST. TO EXECUTIVES/ SENIOR CIRCULATION SALES OFFICER	1824	90	3444
3	ASSISTANT(PRODUCTION/FINANCE)/ JUNIOR OFFICER / CLERK 1	1887	110	3867
4	ASST OFFICER / ASST CREDIT CONTROL OFFICER / ASST CHIEF ARTIST	2013	130	4353
5	CHIEF ARTIST /OFFICER /ASST TO ACCOUNTANT	2344	150	5344
6	SENIOR OFFICER	2538	170	5598

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**SALARY STRUCTURE FOR EMPLOYEES OF CATEGORY B**

NO	JOB TITLE	STARTING	INCREMENT	CEILING
1	MANUAL WORKER / OFFICE HELPER / MESSENGER / DESPATCHER	1073	55	2173
2	MAINTENANCE CREWMAN	1073	55	2173
3	HEAD, DESPATCH / HEAD MANUAL WORKER / CHARGEHAND, PACKING	1336	65	2506
4	TELEPHONE OPERATOR	1462	65	2632
5	GENERAL CLERK / JUNIOR ASSISTANT (FINANCE/ACCOUNTS) BILLS COLLECTOR	1535	70	2795
6	OPERATOR (REWINDING/ PRE-PRESS / COMPUTER) JUNIOR PRINTER/JUNIOR TECHNICIAN	1514	65	2814
6a	PRINTER/TECHNICIAN	1572	70	2972
7	ARTIST	1714	75	3214
8	CLERK II / FINANCE ASSISTANT/ ACCOUNTS ASSISTANT/ SENIOR BILLS COLLECTOR	1656	75	3156
9	OPERATOR II / COMPOSING OPERATOR/PRINTER II/TECHNICIAN II	1656	75	3156
10	SENIOR ARTIST	1934	80	3558
11	SENIOR TECHNICIAN	1845	75	3368
12	SCANNER OPERATOR	1845	75	3368
13	ELECTRICIAN : a) CHARGEMAN (CERTIFICATE) b) WIREMAN (CERTIFICATE) c) WITHOUT CERTIFICATE	1813 1635 1514	75 70 65	3313 2895 2684
14	CHARGEHAND	1792	80	3392
15	CADET a) PMR b) SPM	1131 1325	50 50	1231 1425

**NOTE :**

a) CADET GROUP INCLUDE OPERATOR (PRINTING, PRE-PRESS, COMPUTER), ARTIST.

b) ARTIST- DIPLOMA OR OTHER SUITABLY RELEVANT QUALIFICATIONS

**SALARY STRUCTURE FOR EMPLOYEES OF CATEGORY C**

NO	JOB TITLE	GROUP	STARTING	INCREMENT	CEILING
1	REPORTER / SUB EDITOR / TRANSLATOR/ EDITORIAL ARTIST	C	1892	80	3492
		B	2165	90	4145
		SENIOR	2827	105	4717
2	PHOTOGRAPHER / ARTIST	C	1719	70	2979
		B	1876	80	3476
		SENIOR	2517	95	4227

**NOTE :**

- 1 Commencing salary for reporters, sub-editors, translators and editorial artists with University Degree shall be RM2,400/=.
- 2 Commencing salary for reporters, sub-editors, translators and editorial artists with Advanced Diploma shall be RM2,200/=.
- 3 Commencing salary for reporters, sub-editors, translators and editorial artists with Diploma obtained from universities/institutions recognized by the government or the Company shall be RM2,135/=.
- 4 Commencing salary for reporters, sub-editors, translator and editorial artists who have passed the STPM examination with two subjects at principal level and one subject at subsidiary level in one sitting shall be RM2,000/=.
- 5 Commencing salary for reporters, sub-editors, translator and editorial artists who have passed SPM, 'O'LEVEL or Unified Examination Certificate (UEC) examinations shall be RM1,892.
- 6 Commencing salary for photographers and artists with University Degree shall be RM2,200/=.
- 7 Commencing salary for photographers and artists with intermediate qualifications obtained from universities/institutions recognized by the government or the Company shall be RM2,030/=.



- 8 Commencing salary for photographers and artists with 'O'LEVEL, SPM or Unified Examination Certificate shall be RM1,719/=.
- 9 In all cases, reporters, sub-editors, translators and editorial artists are required to produce their original certificate or Photostat copies certified by respective Head of Department to prove their academic qualifications.
- 10 Employee with the following working experience may be considered for crossing from salary group C to B :-
- a) Existing employee completed 3 years service in the Company.
  - b) New employee with not less than 4 ½ years working experience in similar capacity.
  - c) Employees with less than 3 years' service in the Company but with outstanding performances and with recommendation from the Head of Department.
- 11 A certificate of competence is required from the respective Head of Department for employee crossing from group C to group B and/or promotion to Group A (Senior Grade). Such decision shall be made at the sole discretion of the Company.

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(APPENDIX C)

ACTING ALLOWANCE

NO	POST	DAILY RATE FOR ACTING ALLOWANCE SUBJECT TO MAXIMUM MONTHLY RATE
1	Deputy Chief Editorial Artist	RM20/= per day subject to maximum of RM200/= per month
2	Asst. Head, Metro	RM30/= per day subject to maximum of RM 350/= per month
3	Asst. Head, International News	
4	Asst. Head, Supplement	
5	Asst. Head, Social News	
6	Asst. Head, Sports News	
7	Asst. Head, Entertainment News	
8	Deputy Chief Photographer	
9	Deputy Chief Reporter, Area Office	
10	Outstation reporters who are required to perform administrative duties and responsibilities at the discretion of the Company	RM110/= per month (supervising less than 5 staff)  RM180/= per month (supervising 5 staff or more )

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**AMPLIFICATION AND EXPLANATION OF SIN CHEW MEDIA CORPORATION  
BERHAD – KESATUAN PEKERJA-PEKERJA SIN CHEW MEDIA CORPORATION  
BERHAD AGREEMENT OF 2017**

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1. With reference to Appendix B, the Company and the Union agreed that preferential opportunity will be given to employees who have reached the maximum in their respective salary ranges to upgrade their skills to qualify for promotion to a higher grade in the job.
2. It is further agreed between the Company and the Union that, before an employee is being promoted to a higher grade in his job, he or she must pass a suitable test conducted by the Company. The time for such a test will be determined by the Company after due consideration.
3. With reference to Clause 26, the Company and the Union agreed that for employee whose increment has been withheld shall be given opportunity for a review within 6 months.
4. It is agreed between the Company and the Union that the salary of an Apprentice (unskilled) shall be as follows:-
  - (a) RM1,131/= per month – with P.M.R. or its equivalent
  - (b) RM1,325/= per month – with S.P.M. or its equivalent
5. With reference to item 4 above, it is agreed between the Company and the Union that an Apprentice shall be given an opportunity to sit for a test for upgrading to the Apprentice II (semi-skilled) grade prior to the completion of three months services from the date of his appointment. Apprentice who has passed the said test shall receive a RM50/= salary adjustment.

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6. In the case of Apprentice II (semi-skilled), he shall be given an opportunity to sit for a test for upgrading to the grade of operator as mentioned in Appendix B2 provided that on the test day he has been employed in the same capacity for not less than three months and he has shown that he has the full requisite skill of the operator as mentioned above.
7. It is further agreed between the Company and the Union that, an apprentice (unskilled or semi-skilled) who is unable to cross the grades as mentioned above within two years period shall have his service terminated by the Company.
8. With reference to Clause 23, industrial grade of employees shall include clerical employees in Logistics Section, Library, Circulation (newspaper supply), Night shift advertisement section, advertisement artist, advertisement proof reading section and telephone operator.

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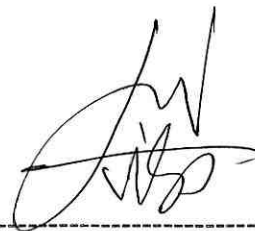
IN WITNESS hereof the parties hereto have hereunder set their hands on the day and year herein  
before written:

For and On Behalf Of The  
Kesatuan Pekerja-Pekerja  
Sin Chew Media Corporation Berhad



(Wong Kian Chian)  
Chairman  
Kesatuan Pekerja-Pekerja  
Sin Chew Media Corporation Berhad

For and On Behalf Of The  
Sin Chew Media Corporation Berhad



(Tiong Kiew Chiong)  
Executive Director/  
Group Chief Executive Officer  
Media Chinese International Limited



(Chang Chew Yoong)  
Deputy Chairman  
Kesatuan Pekerja-Pekerja  
Sin Chew Media Corporation Berhad



(Lim Mei Ching)  
General Manager (H.R./Admin.)  
Sin Chew Media Corporation Berhad



(Teh Kim Choo)  
Secretary  
Kesatuan Pekerja-Pekerja  
Sin Chew Media Corporation Berhad

Salinan asal Perjanjian Kolektif ini telah  
diiktiraf oleh Mahkamah ini sebagaimana  
Pengiktirafan No. 054/2018 bertarih 06/03/2018  
Fail MP2: 1242/2018-1 (10)



NORAMIRAH BT ALI  
Penolong Pendaftaran,  
Pendaftaran Pusat Perjanjian Kolektif  
Mahkamah Perusahaan,  
50544 KUALA LUMPUR.