

**IN THE INDUSTRIAL COURT OF MALAYSIA
[CASE NO: 21/2-291/23]**

BETWEEN

**KESATUAN PEKERJA-PEKERJA DALAM PERKHIDMATAN
PERUBATAN DAN KESIHATAN**

AND

HOSPITAL PUSRAWI SDN. BHD.

AWARD NO. 1844 OF 2024

Before : **SYED NOH BIN SAID NAZIR @ SYED
NADZIR Chairman**

Venue : Industrial Court of Malaysia, Kuala
Lumpur

Date of Reference : 11.01.2023.

Dates of Mention : 21.02.2023; 11.04.2023; 15.05.2023;
12.06.2023; 02.02.2024; 20.02.2024;
11.03.2024; 01.04.2024; 29.04.2024;
22.08.2024; 10.09.2024.

Representation : *For the claimant - K Gunaseelan & A
Sivananthan; Malaysian Trades Union
Congress*

*For the company - Nor Mohd Syazwan
Che Hasim & Izrynda Izman; M/s
Syazwan Hasim & Azeel Eskandar*

REFERENCE

This is a reference made under Section 26(2) of the Industrial Relations Act 1967 (“the Act”) dated 11.01.2023 arising out of the collective agreement between **Kesatuan Pekerja-Pekerja Dalam Perkhidmatan Perubatan dan Kesihatan** (hereinafter referred to as “the Union”) by **Hospital Pusrawi Sdn. Bhd.** (hereinafter referred to as “the Company”).

CONSENT AWARD

- [1] This case was fixed for mention on 21.02.2023, 11.04.2023, 15.05.2023, 12.06.2023, 02.02.2024, 20.02.2024, 11.03.2024, 01.04.2024, 29.04.2024, 22.08.2024 and 10.09.2024.
- [2] On the 10.09.2024, both parties informed the Court that they have reached an agreement in respect of the present action.
- [3] The terms and conditions of the aforesaid agreement are as per the 5th Collective Agreement Effective From 1st January 2022 to 31st December 2024 duly executed by the Union and the Company’s representative and attached together with this Award and shall form part of and be read together with this Award.
- [4] Both the Union and the Company’s representative were present and confirmed the agreement.

5th COLLECTIVE AGREEMENT

BETWEEN



HOSPITAL PUSRAWI SDN BHD

AND

**KESATUAN PEKERJA-PEKERJA DALAM
PERKHIDMATAN PERUBATAN DAN
KESIHATAN SWASTA**

**EFFECTIVE FROM
1st JANUARY 2022 to 31st DECEMBER 2024**

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ARTICLES 1 - PARTIES TO THE AGREEMENT

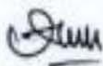
- 1.1 This Agreement is made on 3rd day of December 2024, between HOSPITAL PUSRAWI SDN BHD (HOSPITAL PAKAR PUSRAWI KUALA LUMPUR) having its registered office at Lot 149 Jalan Tun Razak, 50400 Kuala Lumpur (hereinafter referred to as "the Hospital") of the one part and the KESATUAN PEKERJA-PEKERJA DALAM PERKHIDMATAN PERUBATAN DAN KESIHATAN SWASTA of A-2-12 Block A, Pusat Perniagaan Seksyen 8, Jalan Sungai Jernih 8/1, 46050 Petaling Jaya, Selangor Darul Ehsan, Malaysia, being a trade union of employees registered under the Trade Unions Act, 1959 (hereinafter called "the Union") of the other part.
- 1.2 In the event of either the Hospital or the Union changing its name, the Articles of this Agreement applies at the time the change of name takes place, for the remaining period of validity of this Agreement.

ARTICLE 2 – PREAMBLE

- 2.1 The purpose of this Agreement is to provide a clear understanding of the relationship between the Hospital and the members of the Union as regards the terms and conditions of employment for all employees who are within the scope of this Agreement.
- 2.2 Both parties acknowledge the fact that the well-being of the Hospital is dependent upon a common determination to work together in close co-operation, the parties of this Agreement affirm their desire to create a relationship of mutual respect and confidence.

ARTICLE 3 – DURATION, MODIFICATION AND TERMINATION

- 3.1 This Agreement shall take effect from 1st January 2022 and shall continue to remain in force for a period of three (3) years expiring on the 31st December 2024 and thereafter, until superseded by a new Agreement or terminated as provided herein.
- 3.2 During the period of this Agreement, neither the Hospital 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 after being given cognizance by the Industrial Court.
- 3.3 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 the agreement of the said variation.



- 3.4 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 shall be served earlier than 30th September 2024. The party that serves the notice shall also submit proposals on terms and conditions of employment for negotiation. In the event of a 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, in accordance with the provisions of the Industrial Relations Act of 1967.
- 3.5 This Agreement may be terminated by either party giving three months written notice but such notice shall not be served earlier than 30th September 2024.

ARTICLE 4 – EXCLUSIVITY

- 4.1 This Agreement supersedes all existing contracts of service (as far as terms and conditions agreed in the Collective Agreement) between the Hospital and the employees.

ARTICLE 5 – LEGISLATION

- 5.1 If any legislation is introduced which relates either in whole or part to any of the benefits contained in this Agreement, then if the benefits contained in this Agreement are more favorable to the members, they will continue to apply.
- 5.2 When the legislation provides for more favorable terms than those contained in this Agreement, the provision of such legislation would automatically apply.
- 5.3 No employee shall be entitled to both the above benefits but only either one of them.

ARTICLE 6 - INTERPRETATION AND ARBITRATION

- 6.1 If any provision in any contract of service is in conflict with the terms of this Agreement, then such provision shall be superseded by the relevant terms of this Agreement.
- 6.2 Words used in this Agreement to indicate male employees shall also apply to female employees, except as the text clearly indicates otherwise.
- 6.3 "Employee" shall mean all employees covered by this Agreement as listed in Appendix "A".

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- 6.4 In the event of any dispute over the interpretation or implementation of the provisions of the Agreement, it shall be referred to the Industrial Court by either party.

ARTICLE 7 – IMPLEMENTATION

- 7.1 Retrospective calculations of benefits under this agreement shall include all matters in the agreement excluding overtime claim shall be deemed to operate from 1st January 2022.
- 7.2 In respect of all other matters, the Agreement shall be deemed to operate from the effective date of this Agreement.
- 7.3 The Agreement shall be only applicable to employees who are in the service of the Hospital on the effective date of this Agreement.

ARTICLE 8 - RECOGNITION OF THE HOSPITAL

- 8.1 The Union recognizes the right of the Hospital to operate and manage its business in all respects pertaining to the administration and ethics of the medical profession and, in particular, to determine the number and deployment of the work force and content of jobs, to established rules and regulations on specifications and safety, to determine the efficient utilisation of the work force, tools and equipments, the means, methods, processes, materials, procedures and schedule of production, to engage, promote, retrench, transfer, discharge, suspend or otherwise discipline any employee for cause, subject to the provisions of any law for the time being in force. In the exercise of its management rights, the Hospital shall not breach any of its obligations under the terms of this Agreement.

ARTICLE 9 – UNION RECOGNITION AND SCOPE OF REPRESENTATION

- 9.1 The Hospital recognises the Union as the exclusive bargaining agency in respect and on behalf of all employees who are within the scope of the Union representation employed by the Hospital in any of the positions listed in Appendix A to this Agreement, but excludes the following:-
- Employees employed in Managerial capacity,
 - Executive capacity;
 - Confidential capacity;
 - Security capacity.

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- 9.2 The Hospital undertakes to inform all employees coming within the scope of this Agreement that their terms of employment are governed by the provisions of this Agreement and a copy of this Agreement will be given to all such employees.
- 9.3 The Hospital shall not discriminate against any person with regard to employment, promotion, any condition of employment or working condition on the ground that such person is or is not a member of the Union.
- 9.4 In the light of maintaining good employer / employee relationship, the Hospital agrees to assist to register all employees eligible for union membership as union member.

ARTICLE 10 - DEDUCTION OF UNION DUES

- 10.1 The Hospital shall collect by deductions from salaries of employees all union dues and remit the same to the General Treasurer of the Union subject to the requirements of section 24(2) of the Employment Act 1955. The Authorization letter completed by the individual employee shall stipulate the monthly dues and any changes in the constitution dues shall be notified in advance to the employee.
- 10.2 The deduction is only applicable to members whose salary deduction does not exceed fifty percent of the wages earned as defined under Section 24(8) of the Employment Act 1955.

ARTICLE 11 - SAFETY, HEALTH AND WELFARE

- 11.1 The Hospital is committed to ensuring all employees are safe from injury and risks to health and welfare at work.
- 11.2 The Hospital shall be responsible for the safety, health and welfare of all employees covered by this agreement.
- 11.3 The Hospital aims to be a model employer in its handling of health, safety and welfare by providing proper information, instructions, training and supervision to ensure all employees are safe from injury and risk to health.
- 11.4 The Hospital shall develop strategies on Occupational, Safety, Health and Welfare policies and procedures for joint consultation and categories of employees and the Union. Such representatives shall be send for relevant training courses. No Action taken by a Health and Safety Representatives in the performances of his duties in accordance with the roles and responsibilities shall not be used for the purpose of dismissal of other disciplinary action by management.

ARTICLE 12 - JOB DESCRIPTION AND NEW JOB GRADES OR TITLES

- 12.1 The Hospital will provide all employees covered by this Agreement, a copy of the Job Description as to their categories, and remit a copy of the said to the local committee of the union.
- 12.2 If any new job grade and or titles are created subsequently to the signing of this Agreement and during the three (3) years of this Collective Agreement, the Hospital will inform the Union of the new terms and conditions of service for those new grades and titles.

ARTICLE 13 - DEFINITION OF A TEMPORARY / CASUAL EMPLOYEE

- 13.1 A temporary / casual employee is engaged on temporary assignments for a period of not more than six (6) months.
- 13.2 Temporary / Casual employee shall be paid in accordance with his salary structure as set out in appendix "A" herein.
- 13.3 All other benefits for such employees shall be in accordance with his provisions of the Employment Act, 1955.

ARTICLE 14 - GRIEVANCE PROCEDURE:

14.1 Purpose:

It is the desire of both parties to this agreement that Grievance arising between an employee and the Hospital or between the union and the Hospital be settled as equitably as quickly 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 of maintaining continuous good relation between both parties. Problems or complaints must be taken up by the employee with his immediate supervisor in the first instance.

14.2 Definition and Steps of Grievance:

A grievance shall be defined as a complaint by the employee concerned which he brings to the attention of his immediate supervisors within five (5) working days of it is occurrence and which is subsequently not settled to the satisfaction of the employee.

Step One:

If the employee fails to obtain satisfaction from his immediate supervisor, he may approach the Human Resource Manager with a representative of the Committee if he so desires. Such representation shall be in writing.

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Step Two:

If the matter is not resolved within 5 working days after reference to the Human Resource Manager, the Union may take the matter with the Chief Executive Officer or Operations Director of the Hospital in writing.

Step Three:

If the matter still remains unresolved within 10 working days after reference to the Chief Executive Officer or Operations Director, either party may refer the matter to the Ministry of Human Resources for conciliation under the provisions of the Industrial Relations Act 1967.

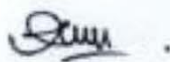
14.3 Grievance of a General Nature:

- (a) Any grievances of a general nature which relates to the terms and conditions of employment which does not arise out of an individual grievance may be referred by the Committee to the Human Resources Manager in the first instance.
- (b) If no settlement is reached within 10 working days after reference to the Human Resources Manager, the Union may then refer the matter to Chief Executive Officer or Operations Director to the Hospital.
- (c) If the matter remains unsettled after 10 working days of reference to the Chief Executive Officer or Operations Director either party may refer the dispute to the Ministry of Human Resources for conciliation and if necessary, for arbitration under the provisions of the Industrial Relations Act 1967.

ARTICLE 15 – DISCIPLINE

15.1 Inefficiency:

It is agreed that where the Hospital considers a confirmed employee has failed to carry out his / her job / duties efficiently, the Hospital may issue a written warning letter to the employee concerned, stating the area of his / her inefficiency and the improvement sought. After two (2) such warning letter have been issued and reasonable time for the employee to show progress in his / her work have been given but no satisfactory improvement has been found, the Hospital may terminate the services of the employee after due inquiry. The decision of the Hospital as regards to the performance of the employee shall be final.



15.2 Misconduct:

The Hospital may take disciplinary action against any employee in the event of misconduct or indiscipline and any such action shall be confirmed in writing to the employee and the Union.

15.3 Punishment:

The Hospital may on the grounds of misconduct inconsistent with the fulfilment of the express or implied conditions of service after due inquiry:

- (i) Impose any other punishment as the Hospital deems just and fit;
- (ii) Down-grade the employee;
- (iii) Dismiss the employee without notice.

15.4 Appeal:

An employee who is subject to any disciplinary action as provided for in this article or otherwise shall have the right to appeal in accordance with Grievance Procedure set out in Article 14 of this Agreement, provided that action already taken by the Hospital shall stand while the appeal being processed.

ARTICLE 16 - MEDICAL EXAMINATION

- 16.1 Upon appointment all employees will be required to undergo and pass a medical examination conducted by the Hospital's panel of doctors. The Hospital shall provide free medical examination for all its employees as determinate by the Management.

ARTICLE 17 - PROBATIONARY PERIOD

- 17.1 Employees who are engaged with a view to regular employment shall undergo a probationary period not exceeding six (6) months in first instance. This period may be extended for a further period of three (3) months at the discretion of the Hospital. In the event of any extension, the employee shall be informed in writing of the extended probationary period.
- 17.2 During the period of probation or any extension thereof, employment may be terminated by either party giving to the other party twenty-four (24) hours notice or salary in lieu of such notice.

- 17.3 Employees who successfully complete their probationary period shall be informed in writing that they have been confirmed in regular employment with the Hospital, copied to the Union. The employees, who are selected to be confirmed in their position, shall be informed in writing not later than two (2) weeks before the expiry of such probationary period. In the event the employee who had completed their probationary period without receiving any notification in writing from the Hospital, then it is deemed that the employees are confirmed in their position.
- 17.4 The employee's first date of employment on probation shall be the effective date of employment with the Hospital.
- 17.5 Student Nurses who have completed their SRN training and who are offered an employment by the Hospital shall, unless they are released by the hospital, be required to serve the contractual period as stipulated in the individual Agreement.

ARTICLE 18 – UNIFORMS & FOOTWEAR

- 18.1 All employees who are required by the Hospital to wear uniforms shall be issued with two (2) sets of uniforms and footwear annually as the following department / unit:

No.	Department / Unit	Uniform	Footwear
1.	Nursing	/	/
2.	Pharmacy	/	/
3.	Physiotherapy	/	/
4.	Radiology	/	/
5.	Lab	/	/
6.	Medical Record	/	/
7.	Business Office	/	/
8.	Admin (driver and security)	/	/
9.	Maintenance	/	/

- 18.2 Uniforms and shoes shall remain the property of the Hospital and shall be worn during working hours.
- 18.3 The Hospital shall provide maternity uniform for nursing staff only and shall be returned upon completion of confinement.
- 18.4 The Hospital shall either provide laundry service in respect of employees' uniforms or pay them a laundry allowance of RM30.00 per month.



ARTICLE 19 – PROMOTION

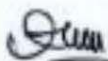
- 19.1 Where vacancies occur, it is the policy of the Hospital to promote serving employees who, if the Hospital finds it suitable to fill the higher grade vacancies.
- 19.2 If the Hospital decides that a vacancy shall be filled by staff promotion, a staff vacancy notice will be circulated to all Departments and copies of the notice will be displayed on the notice board.
- 19.3 An employee selected for promotion shall be required to undergo a probationary period of six (6) months which may be further extended for another three (3) months. During the period of probationary promotion, the employee shall continue to receive the same salary drawn by him as at the commencement of his probation. Retrospective shall be paid on confirmation with effect from the date of his initial appointment of probation at the appropriate scale. On promotion, an employee shall enter a higher salary grade as follows:
- a) At the minimum of the higher grade, or
 - b) If the salary in the previous grade was equal to or higher than the said minimum, the employee shall be given one (1) increment of the higher grade.
- 19.4 When an employee who has been promoted on probation is not subsequently confirmed by the Hospital in writing, he shall be reverted to his former position and salary prior to promotion or reassigned to a position equivalent to his former position.

ARTICLE 20 - HOURS OF WORK

- 20.1 The maximum number of hours that an employee is required to work shall not exceed forty-two (42) hours per week. However, shift workers may be required by the Hospital to work more than forty-two (42) hours in any one week, provided the average number of hours worked over any period of three (3) weeks shall not exceed forty-two (42) hours per week as follows:

Normal Work	Exclusive break time
Shift Work	Inclusive break time

- 20.2 The Hospital shall undertake to inform all shift workers about their working days and the time at least one week to the commencement of such shift work. Any change as to the working days and working hours shall be only done with the consent of the employees by given sufficient notice in advance.
- 20.3 The Working Hours of shift employees shall be 7.00 am - 2.00 pm (morning shift) to 2.00 pm - 9.00 pm (afternoon shift) to 9.00 pm - 7.00 am (night shift).



20.4 the working hours of non-shift employees under the scope of Collective Agreement are as follows:-

Monday to Friday 8.30 am to 5.00 pm with one (1) hour break for lunch.

Saturdays: 8.30 am to 1.00 pm

20.5 Employees who are required to work on night off he / she shall be paid 1½ (1.5) hourly rate of pay.

ARTICLE 21 - FRIDAY PRAYERS

21.1 Male and Female Muslim employees shall be given time off with pay from 12.30 pm to 2.45 pm to attend to Friday prayers on every Friday. Such time off shall be inclusive of the employees' lunch break.

ARTICLE 22 – RESTDAY

22.1 All employees shall be entitled to a rest day of one (1) whole day in each week as determined by the Hospital.

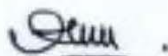
22.2 The Hospital may require an employee to work on a rest day and such employee who work on his rest day shall be paid as follows:-

- a) For any work carried out at normal hours of work on rest day an employee, he shall be paid at rate which is not less than (1.5) times the hourly rate of pay.

ARTICLE 23 - PUBLIC HOLIDAYS

23.1 Every employee shall be entitled to a paid holiday on all gazette public holidays declared by the Government of Malaysia and Wilayah Persekutuan. However, staff shall take their Public Holidays as determined and agreed upon by the Management and the employee concerned.

23.2 If such a public holiday falls on a rest day, a substituted day will be granted in lieu thereof as a Public Holiday. However, staff shall take their Public Holidays as determined and agreed upon by the Management and the employee concerned.



23.3 However, the above paragraph does not apply to the following public holiday:-

- 23.3.1 The National Day;
- 23.3.2 The Birthday of the Yang Di Pertuan Agong;
- 23.3.3 The Federal Territory Day;
- 23.3.4 The Workers Day;
- 23.3.5 The Malaysia Day;
- 23.3.6 The Hari Raya Puasa (2 days)

23.4 If an employee works on any Public Holiday as per Article 23.3 at the request of the Hospital, he shall be paid in addition to the holiday pay he is entitled to for that day, two (2) days' wages at the ordinary rate of pay, regardless that the period of work done on that day is less than the normal hours. Alternatively the employee may take a substitutes holiday if he / she so requested.

23.5 For any overtime work carried out by an employee in excess of the normal hours of work on a paid Public Holiday, he shall be paid at a rate which is not less than three (3) times his hourly rate of pay.

23.6 The Hospital will grant all holidays suddenly declared by the Federal Government of Malaysia and the State of Wilayah Persekutuan. Employees who are required to work on that day shall be given a substituted holiday.

ARTICLE 24 - ANNUAL LEAVE

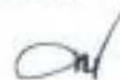
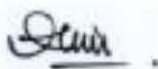
24.1 Employees on completion of twelve months continuous services shall be entitled annual leave. However, before the 12th month, the Hospital may give pro-rated earned leave entitlement is as follows:-

1.	Less than 2 years service	17 days per calendar year
2.	2 years but less than 5 years service	22 days per calendar year
3.	5 years but less than 15 years service	28 days per calendar year
4.	15 years service or more	32 days per calendar year

24.2 Annual leave are entitlement in addition to Rest Day, Public Holidays, Sick Leave and Maternity Leave.

24.3 Provided for the following reasons, three quarter (¾) of the annual leave entitlement may be accumulated up to a maximum of one (1) year:

- (a) If the Hospital was unable to grant leave due to exigency of service;



- (b) For travelling overseas or marriage provided that the employee has requested in advance for such accumulation in writing; (overseas does not include Singapore, Brunei, Indonesia and Thailand);
- (c) Provided that where an employee does not make the trip overseas at the end of the first year, the accumulated leave shall be forfeited unless furnish with valid reasons.

ARTICLE 25 - TRADE UNION LEAVE

25.1 An employee intending to carry out his duties or to exercise his rights as an officer of a trade union shall apply in writing to the Hospital for which such leave is applied for and the Hospital shall grant the application for leave if the duration of the leave applied for is for a period that is no longer than what is reasonable required for the purpose stated in the application.

Provided that an employee shall not be entitled to leave with pay for the duration of his absence if the purpose for which he is absent from work are not to represent the matters of his trade union in relation to industrial relation matters concerning his employer.

- 25.2 For the purpose of this Article, "Officer of a trade union means "officer" as defined under the Trade Union Act 1959.
- 25.3 The Hospital will grant application form employee sponsored by the union to attend Trade Union Courses conducted by MTUC and approved by the Ministry of Human Resources.
- 25.4 Such application shall be limited to three (3) employees per calendar year.
- 25.5 An employee of the Hospital selected for such a course shall be granted paid leave for the first four (4) days of the course, inclusive of rest days and public holidays. The remaining days remaining day shall be granted as vacation leave and if no vacation leave is available, then it shall be as no pay leave.
- 25.6 With regard to 25.5 above, if the course takes more than four (4) days it is up to the discretion of the management to grant this leave. However, one (1) week notice should be given to the management in writing before taking the leave in order that the roster can be adjusted accordingly.
- 25.7 The Hospital grant an employee a maximum of fourteen (14) calendar days paid Union leave to members of the Union at any time to attend Trade Union Courses overseas approved by the Ministry of Human Resources organised by the MTUC.

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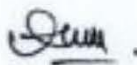
ARTICLE 26 - SPECIAL LEAVE

26.1 The Hospital will grant a maximum of thirteen (13) paid special leave per calendar year as follows:

(a)	Three (3) working days	Death of father, mother, husband, wife, parents-in-law, children, brother, sister and legally adopted child (proof of adoption).
(b)	Two (2) working days	In the event of a disaster affecting an employee residence; e.g. fire or flood.
(c)	Three (3) working days	On the occasion of his / her first legal marriage upon completion of one (1) year service.
(d)	Five (5) working days	Quarantine leave applies to infectious diseases (employee whose children or legal adopted children have infectious diseases and need to be quarantine provided that the quarantined child is under 18 years old or if still studying under 21 years old. List of infectious diseases: <ul style="list-style-type: none">• Hand and Mouth Disease (HFMD);• Measles;• Chickenpox;• Diphtheria;• Dengue Fever;• Malaria;• Influenza (A & B);• Others as prescribed by medical practitioners or gazetted by government.

26.2 A muslim employee who has completed five (5) years of service with the hospital may apply for unrecorded leave of absence for the performance of Haj for a maximum entitlement of twenty eight (28) consecutive days. Employee who has completed ten (10) years of service with the hospital may apply for unrecorded leave of absence for the performance of Haj for a maximum entitlement of forty (40) consecutive days. The Haj leave will only be granted once during the employee's service with the Hospital. During the period of Haj leave, the employee cease entitlement to all benefit of employment from the Hospital as the period of employment is temporarily suspended.

26.3 In order to preserve the mutual trust and confidence between the Hospital and the employee, it is necessary for the employee who has been granted the above mentioned special leave to produce documentary evidence either before or immediately after the leave is being approved. In the event that it is subsequently found that such evidence is invalid or misrepresentation of the facts in any way whatsoever, then any special paid leave which may have been granted shall be considered as no wages without prejudice to the rights of the Hospital to take any disciplinary actions against the employee.



ARTICLE 27 - STUDY LEAVE

- 27.1 The Hospital may at its discretion consider to grant on a case to case basis, paid study leave to an employee to pursue technical or professional studies pertaining to his / her role in the Hospital for a period of up to two (2) years, if its beneficial to the Hospital. However, an employee shall be subjected to signing a service contract upon approval of study leave.
- 27.2 Any employees who have been granted leave under this Article shall furnish documentary proof for reasons of such study leave.

ARTICLE 28 - PAID SICK LEAVE

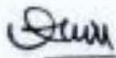
- 28.1 All employee who fall within the scope of this Agreement shall be entitled to paid sick leave on production of a medical certificate from a registered medical practitioner appointed by the Hospital or in the case of emergency, any registered medical practitioner or any registered Dental Surgeon as determined under the Dental Act, 1971, subject to the employee's Head of Department or his representative being informed within 48 hours by the employee or his representatives.
- 28.2 However, the maximum number of paid sick leave allowed for those seeking treatment at clinics other than the Hospital or Government clinics is limited to 2 days per treatment only.
- 28.3 All employees shall be entitled to pay sick leave as follows:
 - (a) Where no hospitalization is necessary:

	Length of Service	Entitlement
(a)	Less than 2 years service	14 days per calendar year
(b)	2 years but less than 5 years service	18 days per calendar year
(c)	5 years service or more	22 days per calendar year

- (b) 60 days in each calendar year if hospitalization is necessary inclusive of sick leave under (a) above.

Provided that if an employee is certified by Hospital's medical practitioner to be ill enough to be hospitalized but is not hospitalized for any reason whatsoever, the employee shall be deemed to be hospitalized for the purpose of this Article. A written medical report by the Hospital's consulting doctor will be required and forwarded to management for approval.

- 28.4 Any employee who reports sick frequently shall be referred to a medical board comprising of a panel of doctors and management staff appointed by the Hospital. The Hospital shall take necessary steps on the recommendation of the board which may include medically boarding out such employee.



ARTICLE 29 - PROLONGED ILLNESS

29.1 Any employee who has served the Hospital continuously for two (2) years or more and who is suffering from debilitating or incapacitating illness may be granted prolonged sick leave, after exhausting all leave entitlement as follows:

Full Pay	Half Pay
3 months	6 months

29.2 During this period, the employee may be required to undergo a medical examination by a Medical Board appointed by the Hospital. If the Board so recommends, he shall be medically boarded out.

29.3 In cases where the illness, as certified by the Hospital's Doctor or panel of Doctors appointed by the Hospital, indicates six (6) months or more of prolonged illness, an employee may, at this own option, elect to resign from the service of the Hospital. In such cases, the Hospital shall pay in one lump sum the balance of the prolonged illness payment set out in Article 29.1 above.

ARTICLE 30 - MATERNITY LEAVE AND PATERNITY LEAVE

30.1 All female employees shall be eligible for a period of ninety-eight (98) consecutive days of maternity leave with full wages in respect of each confinement subject to a maximum of five (5) surviving children.

30.2 Female employees who have reached the twenty-two (22) weeks of pregnancy will be assigned light duties, where possible. However, female employees who have not reached the twenty-two (22) weeks of pregnancy shall be assigned light duty upon recommendation by the Hospital's Doctors or by a Registered Medical Practitioner.

30.3 Maternity leave may commence only after the twenty-two (22) weeks of pregnancy and leave of absence from work due to any illness, abortion or miscarriage prior to twenty-two (22) weeks shall be considered as normal sick or hospitalization leave where applicable. Any leave granted as a result of miscarriage after the twenty-two (22) weeks of pregnancy shall be treated as maternity leave.

30.4 Female employees shall submit applications for maternity leave on the prescribed leave from two (2) months prior to their maternity leave.

30.5 All confirmed male employees shall be eligible for a period of seven (7) consecutive days of paternity leave on the occasion of the birth of his legal child (in line with the Employment Act amendment 2022).

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ARTICLE 31 - RADIATION LEAVE

- 31.1 Subject to evidence of exposure of radiation above the allowable range, the Hospital will grant fourteen (14) days Radiation Leave per year to the staff concerned and such leave if granted cannot be carried forward to the next following year.

ARTICLE 32 - INDUSTRIAL ACCIDENT LEAVE

- 32.1 In the event of personal injury by accident or sickness arising out of and in the course of his employment of an employee not covered by the provisions of the Workmen's Compensation Ordinance and/or the Social Security Act, the Hospital shall grant paid leave up to a maximum of four (4) months, provided the employee has exhausted all his annual and medical leave for the year and provided further that his is not entitled to any other compensation of claim.

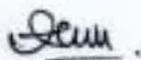
ARTICLE 33 – DISABLEMENT

- 33.1 The Hospital will endeavor to provide suitable alternative employment in the Hospital, wherever possible, for employees who suffer disability arising out of and in the course of their employment.

ARTICLE 34 - SALARY SCALES & ANNUAL INCREMENTS

- 34.1 All employees under this Agreement will be paid in accordance with the salary scales set out in Appendix "A" to this Agreement.
- 34.2 Subject to the satisfactory performance of his duties, every employee shall receive an annual increment and amount is not less than the normal increment specified in Appendix "B", subject to his confirmation in appointment. The increment date is as follows:
- (a) Effective 1st January 2022 onwards, every employee shall receive an annual increment on every January of each year.
 - (b) For newly joined employee, upon completion of one (1) year service will be given increment on 1st January of each year.
 - (c) The confirmed employee who has served less than 12 month continuous service period on 1st January (continuous service means from initial date of appointment on probation) shall receive his increment on prorated basis which shall be calculated as follows:

(Completed month of service / 12 month) x annual increment rate





- 34.3 Under no circumstances shall an employee's basic salary exceed the maximum laid down for his grade in the Appendix "A".
- 34.4 Notwithstanding clause 34.2 above, where in the opinion of the management the work performance of an employee is below standard, his normal increment may be withheld for a maximum period of twelve (12) months. However, the Hospital agrees to review his performance twice within the first months and if found satisfactory, his increment will be granted without retrospective effect.
- 34.5 All employee who are reach their maximum salary accordance with Appendix "A" of the Collection Agreement, they will continue to get an annual increment "personal to holder basis".

ARTICLE 35 - SALARY ADJUSTMENT & ARREARS OF PAY

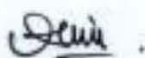
- 35.1 With effect from 1st January 2022, all employees shall be given an adjustment 4% per cent on their last drawn basic salary as at 31st December 2021 rounded off nearest higher Ringgit.
- 35.2 The salary adjustment in Article 35.1 above is exclusive of the annual increment.
- 35.3 Where an employee's basic salary after the adjustment is below the minimum salary of his job title as detailed in Appendix "A" his salary will then be adjusted to the minimum salary of the job title.

ARTICLE 36 - EMPLOYEES PROVIDENT FUND (EPF)

- 36.1 The Hospital shall contribute for all employees its share in accordance with the Employees' Provident Fund Act.
- 36.2 For the purpose of this Article, salary shall be as defined by the Employees Provident Fund Act.

ARTICLE 37 - INSURANCE COVERAGE FOR EMPLOYEE HANDLING CASH

- 37.1 Any employee instructed by the Hospital to handle cash shall be insured for a sum of RM50,000.00 each against any accident or misfortune.



ARTICLE 38 - ANNUAL BONUS

- 38.1 Bonus will be given to the employees at the discretion of the Hospital.
- 38.2 If bonus is declared by the Hospital, then all employees who are in service of the Hospital shall be paid.

ARTICLE 39 – OVERTIME

- 39.1 Both parties agree that the need to work overtime should be read in the spirit of the Hospital being an essential service.
- 39.2 Overtime is defined as work perform at the request of the Hospital and in excess of the normal daily working hours. Overtime shall be paid at one and half (1½) times the ordinary rate per hour.
- 39.3 The ordinary rate per hour shall be calculated as follows:-

$$\frac{\text{Monthly Rate of Pay} \times 12}{45 \times 52} = \text{Rate per Hour}$$

ARTICLE 40 - HOSPITAL SERVICE ALLOWANCE

- 40.1 The Hospital shall pay Hospital Allowance as follows:
 - Group 1 - RM270.00 per month
 - Group 2 - RM240.00 per month
 - Group 3 - RM220.00 per month

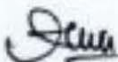
ARTICLE 41 - DRIVER'S LICENSE

- 41.1 Full payment of Driver's License shall be the responsibility of the Hospital.

ARTICLE 42 - SHIFT ALLOWANCES

- 42.1 All Employees who are required to work in shifts shall be paid the following allowance:-
 - Afternoon Shift - RM 4.00 per day
 - Night Shift - RM 9 per night

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ARTICLE 43 - ON CALL ALLOWANCE

43.1 Having regard to the essential nature of the services provided by the Hospital both parties agree that the Hospital may require an employee to be "on-call" in-active duty, either in the Hospital premises or in the employee's residence, as decided by the Hospital. On call duty employee will be paid mileage from the employee's normal residence to the Hospital and vice-versa mileage will be as follows:-

- a) 0.70 cents per km for motor cars.
- b) 0.60 cents per km for motor cycles.

43.2 In the event "on call" as specified in Article 43.1 above, the Hospital shall pay the employee the following rates:

- a) RM8.00 per hour in respect of employees required to be static in the Hospital Premises; or
- b) RM4.00 per hour in respect of employees who perform this "call" duty from their residence.
- c) Provided that the rate of payments for on-call duty on Public Holidays and Rest day shall be double the above rates for those on static duty only. Those who are on call at residence will only be eligible for these rates once they are call back to the Hospital.

43.3 Actual work done during the on call period shall be paid at in additional the overtime rate of pay as prescribed under Article 39 of this Agreement.

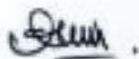
43.4 Employees who are required to perform "on-call" night duty at the Hospital will be given Night Shift Meal Allowance RM6.00.

ARTICLE 44 - NIGHT SHIFT MEAL ALLOWANCE

44.1 Employees are liable to do shift duties and shall be paid a Night Shift Meal Allowance of RM6.00 per night.

ARTICLE 45 – CASHIER'S ALLOWANCE

45.1 Employees who perform as a cashier shall be paid a cashier's allowance of RM120.00 per month. Non-cashiers when relieving cashiers shall be given RM3.00 per day. Money loss under their care shall be paid by the employee concerned after due inquiry.



ARTICLE 46 - SPECIALISED CERTIFICATE (POST BASIC) ALLOWANCE

46.1 Staff Nurse / Medical Assistant / Pharmacy Assistant and Cardiac Technician who possess Specialised Certificate / Post Basic who work in the relevant to his / her specialty shall be given Post Basic allowance as per the following rate:-

- | | | |
|---|---|----------|
| a) 1 st and 2 nd year | - | RM300.00 |
| b) 3 rd and 4 th year | - | RM400.00 |
| c) 5 th and 6 th year | - | RM500.00 |
| d) 7 th year and above | - | RM600.00 |

ARTICLE 47 - ACTING ALLOWANCE

47.1 If an employee is specifically assigned to do the duties of a higher grade, the employee shall be entitled to an acting allowance of RM10.00 per day for this assignment.

ARTICLE 48 - MEDICAL BENEFITS

48.1 All employees shall be entitled to medical benefits as follows:

- a) Outpatient

All employees covered by this Agreement seeking treatment at the Hospital with the free consultation, medical treatment, attention and medicine by the Hospital. Employees first legal spouse, who are unemployed and their dependent children below the age of 18 years shall be given free outpatient consultation by the Hospital's Medical Officer with 50% discount on medication and procedures.

- b) Inpatient

All employees covered by this Agreement will be covered by employee free medical attention for inpatient treatment in the Hospital or at any Government or private hospital if referred by Hospital Consultants. If such reference shall also take into consideration the urgency of treatment required and facilities available at any of the above Hospital. All employees are eligible to two bedded hospitalization and subject to availability and at a discretion of the Hospital.

Employees first legal spouse, who are unemployed and their dependent children below the age of 18 years shall be a discount of 50% on rooms, OT charges, with the medication and medicine charges at costs and 40% discount on other hospital charges excluding fees charges by specialists.

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48.2 The Hospital shall not be liable for:

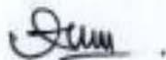
- a) Dentures and dental department;
- b) Spectacles, lenses or optician's fees;
- c) Expenses incurred as a result of self-inflicted injury, illness, diseases, injury or disablement arising from any proven fault, misconduct, participation in or attending any hazardous sport, pursuit or past-time; attempted suicide, exposure to any unjustifiable hazards, except when endeavoring to save human life; any unlawful act, provoked assaults or any breach of the peace or disorderly conduct.
- d) Expenses incurred for treatment arising from the use of drugs not medically prescribed, the unlawful use of drugs and narcotics, excessive use of alcohol, congenital anomalies, plastic surgery for cosmetic purpose, and sexually transmitted disease.
- e) Expenses incurred as a result of overstaying in the Hospital after the Hospital's Doctor has given written instruction to be discharged.

48.3 In the event employee being referred to the General Hospital, they shall be entitled to second class hospitalization and the following:

- a) All employees will be entitled to free outpatient treatment in the General Hospital if referred by Hospital PUSRAWI Sdn. Bhd. for treatment not available in the Hospital, or even though the facilities are available they are not wholly owned by the Hospital.
- b) In the case of mental illness certified by Hospital's Medical Officer or Consultant shall automatically disqualify the employee from the benefits arising from this Article.

48.4 All employees shall submit particulars of children and spouses to the Human Resource Department for records. Proper identification, i.e. NRIC or Birth Certificate must be produced at the time of seeing treatment. An employee without such records and who abuses the above facilities shall not be entitled to the benefits of this facility.

48.5 Parents and parents-in-law of employee are extended discounts of 10% on hospital charges, excluding Consultant fees. All related documentary evidence of the above persons must be produced.



ARTICLE 49 - MATERNITY BENEFITS

- 49.1 All confirmed female employees and first legally married spouse of confirmed male employees shall be entitled to the following benefits:-
- a) Free delivery for up to five (5) deliveries in two-bedded room.
 - b) Free outpatient and inpatient medical attention and treatment with referral by Medical Officer. After the twenty-two (22) week pregnancy, upon referral by the Medical Officer they may seek medical attention and treatment from the Medical Consultant.
- 49.2 Hospitalization including nursery case after delivery for all new born child will be covered as per Article 48.1.
- 49.3 However, in the event the spouse of a confirmed male employee is already covered under her employer's benefit, the above benefit shall not be applicable.

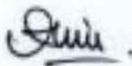
ARTICLE 50 - RETIREMENT AND RETIREMENT BENEFITS

- 50.1 a) All employees shall retire on attaining the age of 60 years. In the absence of a birth certificate, the date of birth as shown in the Identity Card of the employee concerned shall be deemed to be the date of birth for the purpose of determining the retirement age. In the absence of the date and month of birth, the date of birth shall be deemed to be 31st December.
- c) Retirement benefits shall be calculated up to age 55 years and to be paid to employees upon reaching retirement age of 56 years. No retirement benefit for last year of service up to age 56 years.
- 50.2 A retired employee may be-employed at the sole discretion of the hospital.
- 50.3 An employee who has continuously served for ten (10) years and more with the hospital at the time of retirement and who retires upon reaching the proper retiring age as indicated in 50.1 above shall be entitled retirement benefit calculated as follows:

<u>Years of Service</u>	<u>Rate of Last Drawn Salary</u>
10 years and more	0.5 times number of years of service

For purpose of this agreement, last drawn salary is the average month salary for the last 12 proceeding months before the employee's retirement date.

- 50.4 Study leave with full pay for whatever period, which has been approved by the Hospital, shall not be considered a break in service.





- 50.5 The Hospital agrees to serve three months' notice in writing to those employees who are retiring under Article 50.1 above.
- 50.6 A confirmed employee who has served the Hospital not less than five (5) years and who has been medically boarded out shall be paid benefit calculated on the same basis as in Article 50.3 above.
- 50.7 If an employee dies while in service of the Hospital before attaining normal retirement age and has served the Hospital not less than five (5) years, his / her dependents will receive benefits calculated on the same basis as in Article 50.3 or any payment paid under the insurance scheme being enforced at the time of death whichever is higher.

ARTICLE 51 - RETRENCHMENT AND RETRENCHMENT BENEFITS

- 51.1 The provisions of this article shall apply only to those employees who are declared redundant by the Hospital, i.e. whose service are surplus to the Hospital's requirement and shall not apply to dismissals or resignation or termination of employment or for any other cause.
- 51.2 Where the Hospital terminates the service of an employee on the grounds of redundancy, written notice shall be given to the employee, with a copy to the Union, at least three months in advance or pay three month's basic salary in lieu of such notice.
- 51.3 Subject to all things being equal, retrenchment shall be carried out in compliance with the general principles of "last come, first go".
- 51.4 A confirmed employee who is retrenched shall be entitled to retrenchment benefits equivalent to one (1) month last drawn wages per year of service of part thereof.
- 51.5 In the event of redundancy, the union may make representation on behalf of redundant employees within fourteen (14) days of having notified by the Hospital.

ARTICLE 52 - HEPATITIS VACCINATION

- 52.1 The hospital shall provide hepatitis vaccination to the staff who conducts nursing services or those who are in contact with liquid discharges from patient.

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ARTICLE 53 – RESIGNATION

53.1 Notice of resignation of all confirmed employees shall be as follows:

Staff Category	Length of Notice
State Registered Nurse (SRN), State Enrolled Nurse (SEN), Community Nurse, Midwife, Medical Assistant (MA), Physiotherapist, Chargeman, all types of Technician and Trained Pharmacy Assistant.	2 months' written notice or 2 months' salary in lieu therefore.

53.2 One month's written notice of resignation or one month's salary in lieu of notice for all other employees not mentioned in Article 53.1 above.

53.3 However, the Hospital shall not unreasonably withhold such resignation.

ARTICLE 54 - COST OF LIVING ALLOWANCE

54.1 The Hospital shall pay to all employees Cost of Living allowance RM60.00 to all employees covered by this Agreement.

ARTICLE 55 - EXISTING BENEFITS

55.1 Notwithstanding the provisions of this Agreement, any existing benefits provided by the Hospital not covered by this Agreement or superior to this Agreement shall continue to remain in force. The Hospital shall not alter, amend, suspend, terminate or temper with these existing benefits without the prior approval and consent of the Union.

ARTICLE 56 - DEATH IN SERVICE

56.1 The Hospital will pay the next of kin of an employee who dies whilst in the service of the Hospital a lump sum of RM1,500.00 for the funeral expenses.

ARTICLE 57 - AMBULANCE SERVICE ALLOWANCE

57.1 All employees who are required to go on Ambulance - Call shall be paid an allowance of RM10.00 per call.

ARTICLE 58 - NON MEMBERS OF THE UNION

58.1 The Hospital shall not grant more favourable terms and conditions of employment or otherwise to employees who are not members of the union.



ARTICLE 59 - SPECIALIZED UNIT ALLOWANCE

- 59.1 Staff Nurses / Medical Assistant who are working in Operation Theatre / Incentive Care Unit / High Dependency Unit shall be given an allowance of RM250.00 per month.
- 59.2 Staff Nurses / Medical Assistant who are working in Accident & Emergency / Labour Ward / Dialysis / Day-care Unit shall be given an allowance of RM125.00 per month.
- 59.3 An Allowance RM100.00 per month shall be paid to all State Enrolled Nurse / Patient Care Assistant who work in Operation Theatre / Incentive Care Unit / High Dependency Unit.
- 59.4 An Allowance RM50.00 per month shall be paid to all State Enrolled Nurse / Patient Care Assistant who work in Accident & Emergency / Labour Ward / Dialysis / Day-care Unit.
- 59.5 The above allowance shall be withdrawn if the above mentioned staff is no longer working in the specialized area.

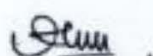
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SALARY RANGE

GRED	TAJUK JAWATAN	MINIMA	MAKSIMA
Kumpulan 1			
A1	Pembantu Farmasi Terlatih (Trained As-st. Pharmacist)	1800	4393
A2	Jurupulih Anggota (Physiotherapist)	1800	4503
A3	Juru X-ray (Radiographer)	1800	4503
A4	Juruteknologi Makmal (Med. Lab. Technologist)	1800	4503
A5	Jururawat Terlatih Kanan	1930	4728
A6	Jururawat Terlatih, Pembantu Perubatan (SRN, Medical Assistant)	1800	4200
A7	Juruteknik Sistem Sokongan (Computer Technician)	1500	3293
A8	Penjaga Jentera (Engine Driver)	1500	3092
Kumpulan 2			
B1	Penolong Jururawat Kanan (Sr. Assistant Nurse)	1260	3238
B2	Bidan Kanan (Sr. Midwife)	1260	3098
B3	Ketua Juruwang (Chief Cashier)	1100	3323
B4	Kerani Kanan (Sr. Clerk)	1100	3323
B5	Pemungut Bil Kanan (Sr. Bill Collector)	1100	3323
B6	Jururawat Masyarakat/Desa (Community Nurse)	1070	2717
B7	Penolong Jururawat Terlatih, Bidan Terlatih (Assistant Nurse Midwife)	1070	2835
B8	Pembantu Makmal Terlatih (Lab. Technician)	1030	2494
B9	Pembantu X-ray Terlatih (X-ray Technician)	1030	2494

B10	Attendan Kanan (Sr. Attendant)	1030	2091
B11	Juruteknik (Technician)	1030	2618
B12	Kerani (Clerk)	1030	2706
B13	Penyelenggara Stor (Store Keeper)	1030	2706
B14	Pemungut Bil (Bill Collector)	1030	2706
B15	Operator Strillizer	1030	2463
B16	Stenografer	1030	2706
B17	Pembantu Doktor Kesihatan Pekerjaan	1030	2706
B18	Ketua Pemandu (Sr. Driver)	1030	1969
Kumpulan 3			
C1	Pembantu Jagaan Peribadi (Personal Care Assistant)	1000	2125
C2	Pembantu Makmal (Lab. Assistant)	1000	2264
C3	Pembantu Farmasi (Pharmacy Assistant)	1000	2264
C4	Pembantu Fisioterapi (Physiotherapist Assistant)	1000	2264
C5	Tukang Jahit (Seamstress)/Pembantu Khidmat Pelanggan	1000	2264
C6	Porter	1000	1969
C7	Operator Telefon (Telephone Operator)	1000	1903
C8	Pemandu (Driver)	1000	1840
C9	Penghantar Cepat, Pelayan (Despatch Rider/Office Asst.)	1000	1815
C10	Atendan (Attendant)	1000	1815
C11	Pembantu Juruteknik (Teknikal Assistant)	1000	2264



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ANNUAL INCREMENT

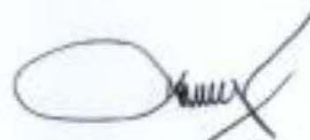
Salary Range	Amt. of Annual Increment (RM)
1000.00 to 1500.00	90
1501.00 to 1700.00	100
1701.00 and Above	110



IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first above written SIGNED for and on behalf SIGNED for and on behalf of Hospital PUSRAWI Sdn Bhd of the Kesatuan Pekerja-Pekerja dalam Perkhidmatan Perubatan dan Kesihatan Swasta:



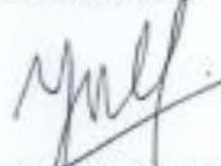
FARAHYAH BINTI BADRI
Group Chief Executive Officer



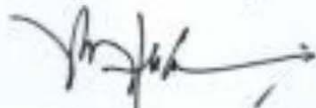
KRISHNAN MARUTHAMUTHU
General Secretary



SUMARIA BINTI ABD MOIN
Operation Director



YUZIR BIN MOHAMAD
Area Representative



MOHD HISHAM BIN AHMAD
Financial Controller



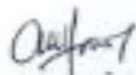
RAFIDAH BINTI RAHMAT
Area Representative



WAN MOHD SANUSI BIN MOHD NOOR
Chief Legal & Shariah Service Officer



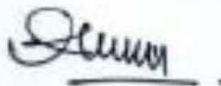
MOHD FARID BIN MAHASSAN
Area Representative



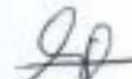
MUHAMMAD HAMDY BIN ABD RAHMAN
Legal & Shariah Service Manager



NORBAYA BINTI HAUTHOL
Area Representative



ABD RAIS BIN ABDULLAH
Human Resource Manager



**MOHAMMAD NOR AZWAN BIN
MOHD MUDAKIR**
Area Representative

HANDED DOWN AND DATED THIS 5 DECEMBER 2024

(SYED NOH SAID NAZIR @ SYED NADZIR)

CHAIRMAN

INDUSTRIAL COURT OF MALAYSIA

KUALA LUMPUR

Legislation referred to:

Industrial Relations Act 1967, s. 26(2)