

**STAR PUBLICATIONS (MALAYSIA) BERHAD -
NATIONAL UNION OF JOURNALISTS MALAYSIA**

AGREEMENT OF 2007

Clause	Subject Matter	Page
1	Title.....	4
2	Interpretation.....	4
3	Scope of Agreement.....	5
4	Commencement and Duration.....	6
5	Cadet Journalist.....	7
6	Journalist.....	7
7	Cadet Photographer	8
8	Photographer.....	8
9	Editorial Artist.....	9
10	Cadet Editorial Artist.....	9
11	Appointments and Promotions	9
12	Work of Cadet Editorial Artist and Editorial Artist.....	10
13	Creative Artist.....	10
14	Annual Increments.....	10
15	Acting Allowance.....	11
16	Working Hours and Days Off Duty	11
17	Holidays.....	12
18	Extra Shift, Work on Public Holidays & Days Off Duty	12
19	Night Allowance.....	13
20	Additional Work.....	14
21	Staff Correspondent.....	14
22	Racing Correspondent.....	14
23	Payments for work on Newspaper & Magazine Supplements	15
24	Annual Leave.....	16
25	Compassionate Leave.....	18
26	Medical Benefits.....	18
27	Marriage Leave.....	20
28	Maternity Leave.....	20
29	Prolonged Illness Leave.....	20

Clause	Subject Matter	Page
30	Transport Allowance.....	20
31	Subsistence Allowance.....	22
32	Time-off for Studies	22
33	Time-off or Leave on Union Business.....	23
34	Entertainment Expenses	23
35	Formal Dress.....	23
36	Transfers.....	23
37	Annual Bonus.....	24
38	Retrenchment.....	25
39	Retirement and Retirement Benefits	26
40	Employees' Grievances.....	27
41	Joint Consultative Committee.....	29
42	Settlement of Dispute and Referee.....	29
43	Full Settlement.....	30
44	Video Display Terminal.....	31
45	Occupational Safety and Health Committee.....	31
46	Protective Wear.....	31
47	Code Of Conduct For Industrial Harmony & Code Of Practice On The Prevention & Eradication Of Sexual Harassment In The Workplace	32
48	Transitional Provisions.....	32
49	Interpretation/Implementation.....	33
	Amplification and Explanation.....	35

STAR PUBLICATIONS (M) BERHAD - NATIONAL UNION OF JOURNALISTS MALAYSIA AGREEMENT OF 2007

THIS AGREEMENT is made on the 8th day of May, Two thousand and eight (2008) between **STAR PUBLICATIONS (MALAYSIA) BERHAD**, a Company incorporated in Malaysia and having its registered office at Level 15, Menara Star, 15, Jalan 16/11, 46350 Petaling Jaya, Selangor Darul Ehsan (hereinafter referred to as "the Company") of the one part and the **NATIONAL UNION OF JOURNALISTS MALAYSIA**, a trade union registered under the Trade Unions Act, 1959, and having its registered office at 30-B, Jalan Padang Belia, Off Jalan Tun Sambanthan, 50470 Kuala Lumpur (hereinafter referred to as "the Union") of the other part.

WHEREAS the parties hereto were parties to a Collective Agreement dated the 12th day of July 2005 providing for the terms and conditions of service of the members of the Union in employment of the Company;

AND WHEREAS the said Collective Agreement has been determined and the Union has made claims on the Company by a notice dated the 3rd of November 2006, under the Industrial Relations Act, 1967, for a new Collective Agreement;

AND WHEREAS the Company and the Union have entered into negotiations for a new Collective Agreement and have reached agreement on the terms and conditions of service of the employees as hereinafter set forth;

NOW IT IS HEREBY AGREED AND DECLARED between the Company and the Union as follows:

CLAUSE 1 - TITLE

This Agreement shall be known as **"STAR PUBLICATIONS (MALAYSIA) BERHAD - NATIONAL UNION OF JOURNALISTS MALAYSIA AGREEMENT OF 2007"**.

CLAUSE 2- INTERPRETATION

In this Agreement unless the context otherwise requires:

"journalist" means a person principally engaged as a reporter, sub-editor, or feature writer in journalistic duties but does not include a cadet journalist;

"editorial artist" means a person who is substantially occupied in preparing for publication; photographs, drawings, layouts, maps, plans, diagrams, decorations, letterings, borders, backgrounds or other similar embellishments and in preparing and drawing illustrations of a non-creative nature but shall not include a creative artist, cartoonist or cadet artist;

"creative artist" means a person who is substantially occupied in producing original drawings of any kind, or in creative art, and includes a cartoonist;

"photographer" means a person who is principally engaged in taking and preparing photographs for publication but does not include a cadet photographer;

"cadet journalist", "cadet editorial artist", "cadet creative artist" and "cadet photographer" hereinafter collectively referred to as "cadets" mean respectively a person undergoing training as a journalist, editorial artist, creative artist or photographer;

"employee" means a journalist, editorial artist, creative artist, photographer or cadet who is in the regular employment of the Company on its daily newspapers or other publications but does not include those employed on temporary basis or those employed after retirement;

"newspapers" mean the Company's daily and Sunday newspapers as may be published by the Company;

"publications" mean such of the Company's periodical publications other than newspapers as may be published by the Company from time to time;

Words importing the masculine gender include females;

Words in the singular include the plural and words in the plural include the singular.

CLAUSE 3 - SCOPE OF AGREEMENT

- (i) This Agreement shall apply to all employees except those employed in the following capacities:
- (a) managerial capacity
 - (b) executive capacity
 - (c) confidential capacity
 - (d) security capacity

and persons holding the following posts:-

Group Chief Editor
Managing Editor
Legal Officer/Editorial Consultant
Editorial Manager
Special Features Manager
Associate Editor & Special Assistant to Group Chief Editor
Associate Editor & Special Assistant to Managing Editor
Associate Editor
Executive Editor
Business Editor
Chief News Editor
News Editor
Deputy News Editor
Sports Editor
Deputy Editor, Sports
Sunday Star/Special Projects Editor
Production Editor
Editor, In-Tech
Editor, StarTwo
Editor, Galaxie
Editor, Shang Hai
Editor, StarWeekend
Editor, Bahasa Malaysia Publications
Racing Editor
Chief Sub-editor
Chief Photographer
Bureau Chief
Chief Reporter
Chief Reporter, Sports
Chief Editorial Artist
Assistant Chief Photographer
Assistant Chief Sub-editor
Assistant Chief Sub-editor, StarTwo
Assistant to Executive Editor
Assistant Editor

Assistant Editor, Sunday Star
Assistant News Editor
Editorial Executive
Senior Writer

or any combination of posts mentioned in this paragraph, or any post of a journalistic nature superior or equivalent to any of the said posts.

- (ii) An employee who is not a member of the Union shall not be employed by the Company on terms more favourable than those provided for employees herein.
- (iii) This Agreement shall not apply to an employee who has been appointed by the Company to be a non-bargainable staff and in such an event, the Union would be informed of any such appointment.

CLAUSE 4 - COMMENCEMENT AND DURATION

Except as otherwise provided herein, this Agreement shall -

- (a) have effect from the 1st day of February 2007; and
- (b) remain effective up to and including the 31st day of January 2010; and
- (c) thereafter continue in force until it is replaced by another Collective Agreement or until it is determined on the expiry of three or more months from the date on which the one party gives to the other written notice of the termination hereof and, without notice of the termination hereof and, without prejudice to paragraph (b) of this Clause, the said notice may be given not earlier than the 30th October 2009, and not after the expiry of the period mentioned in the said paragraph (b).

CLAUSE 5 - CADET JOURNALIST

- (i) Every cadet journalist shall be paid a monthly salary in the salary scale as provided for in this Clause.
- (ii) Every cadet journalist who on his appointment possesses an educational qualification mentioned in this sub-clause shall be paid a monthly salary in the salary scale mentioned opposite that qualification, as follows:

Malaysian Certificate of Education/ Sijil Pelajaran Malaysia or its equivalent	RM 1,075 x 60 – 1,195 p.m.
Higher School Certificate/ Sijil Tinggi Pelajaran Malaysia or its equivalent	RM 1,205 x 60 – 1,265 p.m.
Intermediate qualification	RM 1,550 x 70 – 1,620 p.m.
Pass Degree of the University of Malaya or its equivalent	RM 1,975 x 75 – 2,050 p.m.
Honours Degree of the University of Malaya or its equivalent	RM 2,165 x 75 – 2,240 p.m.

CLAUSE 6 - JOURNALIST

Every journalist shall be in a grade mentioned in this Clause and shall be paid a monthly salary in the salary scale mentioned opposite that grade, as follows:

Superscale	RM 3,820 x 95 – 4,200 p.m. and above at the discretion of the Company.
Special Grade	RM 3,210 x 90 – 3,570 p.m.
Grade 1	RM 2,620 x 85 – 2,960 p.m.
Grade 2	RM 2,120 x 80 – 2,440 p.m.
Grade 3	RM 1,685 x 75 – 1,985 p.m.

CLAUSE 7 - CADET PHOTOGRAPHER

Every cadet photographer who on his appointment possesses an educational qualification mentioned in this Clause shall be paid a monthly salary in the salary scale specified opposite that qualification, as follows:

Below Malaysian Certificate of Education/Sijil Pelajaran Malaysia qualification	RM 925 x 55 – 1,035 p.m.
Malaysian Certificate of Education/Sijil Pelajaran Malaysia or its equivalent	RM 1,075 x 60 – 1,195 p.m.
Higher School Certificate/Sijil Tinggi Pelajaran Malaysia or its equivalent	RM 1,205 x 60 – 1,265 p.m.
Intermediate qualification	RM 1,445 x 65 – 1,510 p.m.
Pass Degree of the University of Malaya or its equivalent	RM 1,835 x 70 – 1,905 p.m.
Honours Degree of the University of Malaya or its equivalent	RM 2,000 x 70 – 2,070 p.m.

CLAUSE 8 - PHOTOGRAPHER

Every photographer shall be in a grade mentioned in this Clause and shall be paid a monthly salary in the salary scale specified opposite that grade, as follows:

Superscale	RM 3,035 x 90 – 3,305 p.m. and above at the discretion of the Company.
Special Grade	RM 2,605 x 85 – 2,860 p.m.
Grade 1	RM 2,205 x 80 – 2,445 p.m.
Grade 2	RM 1,840 x 75 – 2,065 p.m.
Grade 3	RM 1,520 x 70 – 1,730 p.m.

CLAUSE 9 - EDITORIAL ARTIST

Every editorial artist shall be in a grade mentioned in this Clause and shall be paid a monthly salary in the salary scale specified opposite that grade, as follows:

Superscale	RM 3,035 x 90 – 3,305 p.m. and above at the discretion of the Company.
Special Grade	RM 2,605 x 85 – 2,860 p.m.
Grade 1	RM 2,205 x 80 – 2,445 p.m.
Grade 2	RM 1,840 x 75 – 2,065 p.m.
Grade 3	RM 1,520 x 70 – 1,730 p.m.

CLAUSE 10 - CADET EDITORIAL ARTIST

The provisions of Clause 7 of this Agreement shall apply to "cadet editorial artist" as if the words "editorial artist" were substituted for the word "photographer" appearing in Clause 7.

CLAUSE 11 - APPOINTMENTS AND PROMOTIONS

- (i) (a) Every employee shall be on probation for a period of three (3) months from the date of his appointment.
- (b) Every employee shall be deemed to be confirmed in his appointment on the expiry of the period of probation mentioned in Para (a) of this sub-clause unless the Company has extended his period of probation provided that the period of an employee's probation together with any extension thereof shall not exceed six (6) months.
- (ii) In filling any post mentioned in Clause 3 (i) hereof, the Company shall give due consideration to the promotion of suitable employees as to their qualifications, experience and merits, always giving due weight to seniority, before considering other persons.
- (iii) (a) The selection of an employee or any other person for appointment in the Company and the date of his appointment;
- (b) The selection of an employee for promotion and the date of his promotion;
- (c) The duties of an employee; and

- (d) The monthly salary and the grade to which a person or an employee is appointed or promoted;

shall be within the discretion of the Company.

CLAUSE 12 - WORK OF CADET EDITORIAL ARTIST AND EDITORIAL ARTIST

- (i) The work of a cadet editorial artist or an editorial artist would consist of the following:
 - (a) retouching photographs;
 - (b) designing of logos and mastheads of supplements;
 - (c) drawing maps, diagrams and business graphs;
 - (d) drawing any blurb/illustration pertaining to editorial matters.
- (ii) Any illustration or drawing of any kind that is of a creative nature shall be paid accordingly at the discretion of the Company.
- (iii) "Creative nature" means producing original drawings of any kind, or in creative art, and includes cartoons and caricatures.

CLAUSE 13 - CREATIVE ARTIST

The parties shall negotiate on the question as to whether any employee within the scope of this Agreement is a creative artist and if agreed to be so, the parties shall negotiate on the terms and conditions of his employment.

CLAUSE 14 - ANNUAL INCREMENTS

- (i) On the first day of January in every year while this Agreement has effect, the monthly salary of every employee who has been employed at the same monthly salary in a salary scale continuously for not less than six (6) months immediately preceding that date shall be raised to the next higher monthly salary in the salary scale of the grade in which he is employed until he has reached the maximum monthly salary in the salary scale of that grade.
- (ii) An employee shall not be placed on a monthly salary that is between the maximum monthly salary in his grade and the minimum monthly salary of the next higher grade.

CLAUSE 15 - ACTING ALLOWANCE

- (i) (a) During the temporary absence from duty of an employee employed in a post specified in Clause 3 (i) hereof, another employee if he is not in any such post who is required by the Company to act in such post for a period of one (1) working day shall be paid an acting allowance in addition to his monthly salary for the whole of the period during which he so acts.
- (b) An employee who is required to act in posts specified in Clause 3 (i) shall be notified in writing by the Company.
- (ii) (a) The monthly rate of acting allowance in which the employee carries out the full duties of the post in which he acts shall be the amount, if any, by which the lowest monthly salary in the salary scale of the lowest grade appropriate to the post (or the monthly salary provided for herein for the post) in which he acts exceeds his monthly salary. If in any case in which the employee carries out part of the duties of the post in which he acts, the acting allowance shall be at a rate to be determined by the Company at its discretion.
- (b) When an employee is requested by the Company to act in place of a person in a post mentioned in Clause 3 (i) hereof, he shall be paid such acting allowance as may be determined by the Company at its discretion.
- (c) When an employee is requested by the company to act as the Officer-in-Charge (OC) of an editorial desk, he shall be paid an acting allowance of RM40 for each day that he carries out such duties. For bargainable staff, this OC allowance shall not preclude them from claiming overtime as per the conditions in Clause 18.
- (iii) An employee who has acted in place of a person in a post specified in Clause 3 (i) for 12 continuous months shall be promoted to that post if there is a vacancy at the end of the 12-month period.
- (iv) For the purpose of the Clause, "working day" shall mean a day other than a weekly day off duty or holiday to which an employee is entitled hereunder and the continuity of working days shall be deemed not to be broken by such weekly day off duty or holiday.

CLAUSE 16 - WORKING HOURS AND DAYS OFF DUTY

- (i) All employees shall be given two (2) clear days, or in the case of employees rostered to work at night, two (2) clear nights off duty in each week.

The Company shall give reasonable notice to an employee of any change in his days or nights off duty.

- (ii) The Company shall maintain duty rosters covering periods of four weeks at a time and such rosters shall be made on the basis of normal work days, each of eight (8) hours per day inclusive of a meal break of one (1) hour, or of two (2) weeks period, each of eighty (80) hours inclusive of meal breaks. Such rosters shall be displayed five (5) days before the expiry of the previous roster.

CLAUSE 17 - HOLIDAYS

- (i) Every employee shall be entitled to paid holidays on all Federal and respective State gazetted Public Holidays and on any Public Holiday extraordinarily specified under the Holidays Act, 1951, as may fall during the time that he is employed. Provided that if any paid holiday to which an employee is entitled under the provisions of this Clause falls on his day(s) or night(s) off duty, the next following working day shall be a paid holiday in substitution therefor.
- (ii) All employees would be rostered off as his weekly rest day on a Press shutdown day.

CLAUSE 18 - EXTRA SHIFT, WORK ON PUBLIC HOLIDAYS AND DAYS OFF DUTY

- (i) Notwithstanding the provisions of Clauses 16 and 17 hereof, an employee may be required by the Company to work before the commencement of the normal hours of work and/or beyond the conclusion of the normal hours of work on his normal working day, on a public holiday and his days or nights off duty;

Provided that no employee shall be compelled to work on the second day or second night off duty.

- (ii) An employee who works for and at the request of the Company:-
 - (a) for four (4) hours and more before the commencement of the normal hours of work and/or beyond the conclusion of the normal hours of work on his normal working day, shall be deemed to have worked an extra full shift;
 - (b) on a Public Holiday; or
 - (c) on his days or nights off duty;

shall be paid an allowance in addition to his monthly salary.

- (iii) The rate of allowance of each extra full shift or for work on each Public Holiday or each day's or night's work shall be as follows and in accordance with Section 60D (3) of the Employment Act 1955, whichever is the greater:
- (a) RM72.00 for a Cadet Journalist, Cadet Photographer or a Cadet Editorial Artist with M.C.E./S.P.M./H.S.C./S.T.P.M. qualifications.
 - (b) RM90.00 for Cadet Journalist and Cadet Photographer with Intermediate qualifications, Journalist Grade 3, Photographer Grade 3 and Editorial Artist Grade 3.
 - (c) RM102.00 for Cadet Journalist and Cadet Photographer with Pass Degree qualifications, Photographer Grade 2 and Editorial Artist Grade 2.
 - (d) RM108.00 for Cadet Journalist and Cadet Photographer with Honours Degree qualifications, Journalist Grade 2, Photographer Grade 1 and Editorial Artist Grade 1.
 - (e) RM115.00 for Journalist Grade 1, Photographer Special Grade and Editorial Artist Special Grade.
 - (f) RM130.00 for Journalist Special Grade, Photographer Superscale and Editorial Artist Superscale.
 - (g) RM135.00 for Journalist Superscale.
- (iv) An employee who works for and at the request of the Company for two (2) hours but less than four (4) hours before the commencement of the normal hours of work and/or beyond the conclusion of the normal hours of work on his normal working day shall be paid an allowance at half the rate appropriate to his grade as specified in sub-clause (iii) hereof.

CLAUSE 19 - NIGHT ALLOWANCE

Every employee who is required to commence a normal period of duty:

- | | |
|---|---------|
| (a) Between the hours of 2.00 pm (inclusive) and before 6.00 pm | RM6.40 |
| (b) From 6.00 pm onwards | RM12.00 |

shall be paid a night allowance at the rates specified above for each such complete period for which he works.

CLAUSE 20 - ADDITIONAL WORK

- (i) The Company may from time to time offer an employee any additional work outside the scope of his contract of service to be carried out for additional remuneration and the employee may accept such offer at his discretion.
- (ii) In the event that such additional work is carried out regularly by such employee, the Company or the employee shall give reasonable notice to discontinue such additional work.

CLAUSE 21 - STAFF CORRESPONDENT

- (i) A staff correspondent, that is a journalist who has accepted appointment as a staff correspondent to carry out journalistic duties in specified places or districts shall be required to carry out his duties on his days off duty as well as on his normal working days except while on leave of absence explicitly granted after his application therefor. The provisions of Clauses 16 and 18 hereof shall not apply to staff correspondents, except for payment for work on Public Holidays with due regards to the exchange of letter between the Company and the Union.
- (ii) Every staff correspondent shall be paid a staff correspondent's allowance of RM700.00 per month for so long as he is appointed as such.
- (iii) Staff correspondents stationed in East Malaysia shall be paid a Sabah/Sarawak allowance of RM975.00 per month.

CLAUSE 22 - RACING CORRESPONDENT

- (i) A racing correspondent, that is a journalist who has accepted appointment as a racing correspondent to carry out journalistic duties in the various centres in Malaysia/Singapore where horse races are held, shall be required to carry out his duties on his days off duty as well as his normal working hours except while on leave of absence explicitly granted after his application therefor and the provisions of Clauses 16 and 18 shall not apply to racing correspondents.
- (ii) Every racing correspondent shall be paid a racing correspondent's allowance of RM700.00 per month for so long as he is appointed as such.

CLAUSE 23 - PAYMENTS FOR WORK ON NEWSPAPER AND MAGAZINE SUPPLEMENTS

(i) In this Clause:

"a newspaper or magazine supplement" means a portion or section of a newspaper or magazine consisting of one or more pages which portion is compiled and produced on a specific occasion and is not a regular feature of the newspaper or magazine;

"an editorial page" of a newspaper or magazine supplement means a page which is not wholly devoted to advertisements;

"the process of sub-editing an editorial page" includes directly or indirectly assigning reporters to write copy, editing the copy, preparing the page layout, writing headings; sending the page layout, copy and headings for printing; consulting the printer during the course of the printing process and making adjustments to layout and copy, checking printers' proofs and ordering corrections as necessary and checking and passing final proofs.

- (ii) (a) Any employee who works for and at the request of the Company when he is off duty as sub-editor of an editorial page of a newspaper supplement shall be paid a sum of RM60.00 for each such tabloid editorial page completely sub-edited by him whether or not the page is eventually published. If an editorial page is required to be completely re-made at any stage in the process of sub-editing it after the page layout has been prepared and the headings have been written, the said sum shall be increased to RM74.00 for a tabloid editorial page. An editorial page shall be deemed to have been completely re-made if the disposition or content of stories or articles in its column is changed other than by increasing or reducing their lengths and to such extent that the page layout and headings have to be made afresh.
- (b) In the event that work on an editorial page of a supplement is stopped for any reason before the employee has completed the process of sub-editing, he shall be paid a proportion of the said sum of RM60.00 or RM74.00 for a tabloid editorial page.
- (c) In the event that successive stages in the process of sub-editing an editorial page are carried out by different employees, they shall be paid a proportion of the said sum of RM60.00 or RM74.00 as the case may require, according to the stages at which they entered upon and discontinued the said process.
- (d) For the purpose of calculating the proportionate payments referred to in this sub-clause, one half of the process of sub-editing an editorial page shall be deemed to have been completed when page layout, copy and headings have been sent for printing.
- (iii) (a) Every employee who writes stories or articles for the editorial pages of

newspaper supplements when he is off duty shall be paid at the rate set out in paragraph (b) of this sub-clause for each story or article or part thereof which is written, either:

- (1) on the employee's own initiative and is published; or
 - (2) on assignment, that is to say, at the request of the Company, and is acceptable.
- (b) (i) Payment for stories or articles written for the editorial pages of newspaper supplements shall be at the rate of RM2.00 per column centimetre of published text.
- (ii) Payment for photographs taken by an employee other than a photographer or cadet photographer, published in the editorial pages of newspaper supplements shall be as follows:
- (a) Black / White prints - RM11.00
 - (b) Colour prints - RM21.00
- (c) For the purpose of measuring the text of a published story or article, crossheadings in the text and headings shall not be measured. For an acceptable but unpublished story or article, it shall be deemed to have been set in the standard type size and be paid accordingly.
- (iv) Any question as to the calculation or apportionment of any sum payable under this Clause or as to whether a story or an article is acceptable shall be decided by the Company at its discretion.
- (v) Payment for stories or articles written for the editorial pages of non-English language magazine supplements shall be at the rate of RM45.00 per thousand characters/words.
- (vi) Work done under the provisions of this Clause shall not be compensated for under the provisions of Clause 18 of this Agreement.

CLAUSE 24 - ANNUAL LEAVE

- (i) Subject to the provisions hereof, every employee shall be entitled:
- (a) if he has less than 2 years' continuous employment, to 14 working days;
 - (b) if he has 2 to 4 years' continuous employment, to 18 working days;
 - (c) if he has more than 4 years' and up to 6 years' continuous employment, to 24 working days;
 - (d) if he has more than 6 years' and up to 12 years' continuous employment, to 26 working days; and

(e) if he has more than 12 years' continuous employment, to 28 working days;

annual leave on full salary for the immediately preceding twelve (12) months' continuous employment with the Company.

- (ii) The Company shall grant and the employee shall take such annual leave not later than twelve (12) months after the end of every twelve (12) months' continuous employment and any employee who shall have failed to take such annual leave at the end of such period shall thereupon be deemed to have waived his entitlement thereto, provided that annual leave not taken by the said period may be carried forward to the following year with the written permission of the Company.
- (iii) Every employee may take at least five (5) working days of his annual leave in one continuous period. In the absence of exceptional reasons, an employee must apply to take annual leave at least five (5) clear working days before the commencement of each period of annual leave for which he applies. In the event that where an employee fails to apply within the requisite notice, he must give acceptable reason(s) for that short notice.
- (iv) The grant of annual leave is always subject to the exigencies of the Company's business.
- (v) The Company may re-roster an individual employee for the purpose of substituting for another employee who goes on annual leave or on compassionate leave. Such re-rostering may take place at short notice for the purpose of substituting for another employee who is granted leave at short notice.
- (vi) In the event that an employee's employment with the Company is terminated before the completion of the period of twelve (12) months' continuous employment as specified in sub-clause (i) above, he shall be entitled to annual leave on full salary proportionate to the portion of the said period for which he has been employed and he shall be paid in lieu of the grant of any annual leave to which he is entitled under this Clause a sum equivalent to the full salary for the period of the annual leave he has not taken and to which he is so entitled at the date his employment with the Company is terminated.
- (vii) For the purpose of this Clause, "working day" shall mean a day other than a weekly rest day or a Public Holiday to which an employee is entitled hereunder. A day enjoyed as a half-day holiday shall count as a half working day.
- (viii) Subject to the provisions hereof, the choice of dates on which an employee may take this leave shall be within the discretion of the Company but where possible, shall be chosen with regard to the employee's convenience.

CLAUSE 25 - COMPASSIONATE LEAVE

- (i) An employee shall be granted compassionate leave on full salary for periods in aggregate not exceeding nine (9) days in each calendar year on the occurrence of and for the purpose of attending to unforeseen domestic emergencies requiring his personal attendance during his normal periods of duty. Without prejudice to the generality of this sub-clause, the death of a member of the employee's family, and the sudden sickness or confinement of the employee's wife in such circumstances that the employee's children are left without necessary attendance, shall be deemed to be unforeseen domestic emergencies requiring the employee's personal attendance.
- (ii) The number of days compassionate leave granted on any one period shall be within the discretion of the Company but shall not exceed nine (9) days as aforesaid.
- (iii) Compassionate leave may not be accumulated from year to year.
- (iv) For the purpose of this Clause, an employee's family shall mean spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, grandfather and grandmother.
- (v) An employee may be granted compassionate leave under the provisions of this Clause on the death or serious illness (hospitalisation in all cases) of his brother or sister. Such leave shall be taken but an employee shall produce documentary evidence acceptable to the Company within a reasonable period of time.

CLAUSE 26 - MEDICAL BENEFITS

- (i) Except as otherwise provided herein, every employee shall in the event of his injury or sickness, be entitled, at the expense of the Company, to the following medical benefits as necessary:-
 - (a) consultation with the Company's doctor (who shall be a registered medical practitioner or firm of such practitioners appointed by the Company) and with such other qualified person, including a registered dental practitioner, as the Company's doctor may advise;
 - (b) treatment including treatment in a Second Class Ward in a Government hospital and medicines as may be prescribed by the Company's doctor or such other qualified person;
 - (c) hospital accommodation for a period not exceeding in the aggregate thirty-six (36) days in each year in a Second Class Ward in a Government hospital while he is on sick leave on full salary as may be prescribed by the

Company's doctor or such other qualified person as recommended by the Company's doctor;

- (d) sick leave on full salary for period not exceeding in the aggregate:-
- (1) twenty-four (24) days in each year if no hospitalisation is necessary, or
 - (2) sixty (60) days in each year if hospitalisation is necessary,
- as may be prescribed by the Company's doctor;

PROVIDED that if an employee is hospitalised for thirty-six (36) days or less in one year, his entitlement to sick leave on full salary for that year shall not exceed the aggregate of twenty-four (24) days plus the number of days on which he is hospitalised;

AND PROVIDED further that if an employee is certified by a medical practitioner or the Company's doctor or medical officer to be ill enough to need to be hospitalised but is not hospitalised for any reason whatsoever, the employee shall be deemed to be hospitalised for the purpose of this Clause.

- (ii) In the event of an emergency, any nearby registered medical practitioner may, when the Company's doctor is not available, act in place of the Company's doctor for the purposes mentioned in paragraphs (a), (b) and (c) of sub-clause (i) of this Clause;

PROVIDED that as soon as the Company's doctor becomes available, an employee shall immediately inform him or cause him to be informed of any medical benefit received from the registered medical practitioner under this sub-clause and shall, at the earliest opportunity, present himself to the Company's doctor for medical examination.

- (iii) The Company shall not be liable to bear any expenses incurred in respect of:
- (a) injury or sickness which is self-inflicted or caused or aggravated by misconduct, deliberate act, neglect, intentional exposure to hazardous activity or the excessive use of alcohol or drugs.
 - (b) appliances including medical and surgical appliances, spectacles (other than the provisions contained in Clause 44 (ii)), dentures and artificial limbs.
- (iv) The word "neglect" in sub-clause (iii) (a) is to be given its usual legal connotation. By way of example, where an employee neglects to follow the advice of the Company's doctor or neglects to use the prescribed safety device, he will be held to have been neglectful within the meaning of Clause 26 (iii)(a).

- (v) Notwithstanding the provisions of sub-clause (iii) (a) of this Clause, the Company shall provide free medical attention to employees who are on Company's assignments to cover any hazardous events.
- (vi) The provisions of this Clause shall not apply to an employee whose physical fitness has been the subject of an unfavourable prognosis by the Company's doctor and to the extent agreed as a condition of his employment between the Company and such employees.

CLAUSE 27 - MARRIAGE LEAVE

An employee who is confirmed in his employment shall be entitled to five (5) days marriage leave on full salary on the occasion of his first legal marriage.

CLAUSE 28 - MATERNITY LEAVE

Maternity leave and maternity benefits shall be in accordance with the provisions of Part IX of the Employment Act, 1955.

CLAUSE 29 - PROLONGED ILLNESS LEAVE

- (i) Every employee who has not less than one (1) year's continuous employment with the Company shall be entitled, in the event that he suffers an illness, and on the condition that, in the opinion of any specialist in such illness to whom he is referred by the Company's doctor, has ample chance of recovery, to prolonged illness leave as may be certified to be necessary by the Company's doctor or by such specialist.
- (ii) Prolonged illness leave shall not exceed twelve (12) months; the first six (6) months being on full salary, the second three (3) months on half salary and the third three (3) months on quarter salary.
- (iii) The provisions of Clause 26 hereof and, save as is otherwise provided by Part IX of the Employment Act, 1955, the provisions of Clause 26 hereof shall not apply to an employee while he is on prolonged illness leave.
- (iv) The provisions of this Clause shall apply to an employee who suffers from an injury which is not self-inflicted and, which in the opinion of any specialist to whom he is referred by the Company's doctor has ample chance of recovery.

CLAUSE 30 - TRANSPORT ALLOWANCE

- (i) Every employee who is required to travel regularly on the Company's business shall be entitled to receive a fixed transport allowance as full compensation for all

claims in respect of such travel within a radius of 25 kilometres of his office, if he uses a motorcar. For those using other means of conveyance, the radius shall be 16 kilometres of his office.

- (ii) The said transport allowance shall be paid while the employee is on sick leave or on annual leave not longer than half a month.
- (iii) The rates of transport allowance shall be: -
 - iii
 - (a) For an employee who is in possession of a motor-car and is utilising it on the Company's business, an amount of RM300.00 and a sum equivalent to 238 litres of petrol per month.
 - (b) For an employee who is in possession of a motor-cycle or motor-scooter and is utilising it on the Company's business, an amount of RM150.00 and a sum equivalent to 145 litres of petrol per month.
 - (c) RM480.00 per month for any other entitled employee who finds his own means of conveyance for travel on the Company's business but is not in possession of a motor-car or motor-cycle or motor-scooter which he is utilising on the Company's business.
- (iv) For journeys on duty beyond the aforesaid 25-kilometre radius for motorcars and 16-kilometre radius for other means of conveyance, an employee shall be paid at the rate of fifty (50) sen for each kilometre actually travelled by him in his own car, or at the rate of thirty seven (37) sen for each kilometre actually travelled by him using a motor-cycle or motor-scooter or shall, if required to travel by any other mode of conveyance, be reimbursed the reasonable expenses actually so incurred by him.
- (v) The Company shall reimburse an employee:
 - (a) Motorcar parking fees incurred while on official duty up to a maximum of RM200.00 per month and on the production of official receipts, or contact reports in areas where no official receipts are available or RM150.00 per month without the production of official receipts or contact reports, provided he is not on annual leave, compassionate leave, sick leave, unpaid leave or any other leave granted by the Company for more than half ($\frac{1}{2}$) a month.
 - (b) Motor-cycle/motor-scooter parking fees incurred while on official duty and on the production of official receipts or contact reports.
- (vi) Toll charges are to be excluded from motorcar parking fees and are to be claimed only while on official duty and on the production of official receipts.

- (vii) Apart from the rates provided for in Clause 30 (iii), all photographers and crime reporters shall be paid, provided they are not on sick leave or annual leave for more than half a month, an additional transport allowance of RM55.00 per month.

CLAUSE 31 - SUBSISTENCE ALLOWANCE

- (i) The Company shall reimburse an employee when he is required to travel and perform work at a station more than 32 kilometres away from his home station in Peninsular Malaysia, as follows:
- (a) reasonable expenses actually incurred for accommodation if necessary;
 - (b) a day allowance of RM25.00 per day if he is not required to pass the night away on Company's business;
 - (c) a subsistence allowance of RM55.00 per night, excluding reasonable hotel accommodation if he is required to pass the night or nights away on Company's business;
 - (d) an allowance of RM80.00 per day apart from subsistence allowance if he chooses not to seek hotel accommodation for whatever reasons or is unable to obtain hotel accommodation; and
 - (e) reasonable laundry charges actually incurred where he remains away from his home station for not less than three (3) days.
- (ii) The Company shall reimburse an employee when he is required to travel and perform work in:
- (a) Sabah or Sarawak:
 - with a day allowance of RM35.00 per day if he is not required to pass the night away on Company's business.
 - with a subsistence allowance of RM70.00 per day if he is required to pass the night or nights away on Company's business.
 - (b) Singapore:
 - with a day allowance of S\$35.00 per day if he is not required to pass the night away on Company's business.
 - with a subsistence allowance of S\$70.00 per day if he is required to pass the night or nights away on Company's business.

CLAUSE 32 - TIME-OFF FOR STUDIES

- (i) The Company shall give sympathetic consideration to the release of an employee on full pay leave who is nominated and accepted by the Government, the

Malaysian Trade Union Congress or the Union to attend a course of study or a conference approved by the Ministry of Human Resources.

- (ii) The Company shall give due consideration to the release of employees wanting to further their studies locally or abroad on their own.

CLAUSE 33 - TIME-OFF OR LEAVE ON UNION BUSINESS

Time-off or leave on Union business shall be in accordance with the provision of Section 6 of the Industrial Relations Act, 1967.

CLAUSE 34 - ENTERTAINMENT EXPENSES

- (i) The Company shall reimburse reasonable entertainment expenses incurred with prior approval of the Company on each occasion of such entertainment by an employee in the course of his duty.
- (ii) Where an employee incurs, without the prior approval of the Company, reasonable entertainment expenses in circumstances, which preclude him from obtaining such approval, the Company shall give sympathetic consideration to a claim by the employee for reimbursement.

CLAUSE 35 - FORMAL DRESS

- (i) The Company shall reimburse an employee for the cost of any formal dress or special costume required to be worn by such an employee in the discharge of his duties and for the purchase or rental of which the prior approval of the Company has been obtained.
- (ii) The Company shall give due consideration to the reimbursement of reasonable cost due to damage to an employee's clothing or shoes suffered while in the discharge of duties specifically with reference to the coverage of fire, flood or other disasters such as strikes, riots or civil commotion.

CLAUSE 36 - TRANSFERS

- (i) The Company may at its discretion and in the interest of its business from time to time assign, reassign or transfer an employee to work consistent with his contract of service or with any variation thereof agreed before such assignment, reassignment or transfer between the Company and the employee. Where an employee's contract of service is silent or ambiguous on the extent to which he may be assigned, reassigned or transferred, it shall be deemed to permit from time to

time his assignment, reassignment or transfer to work in any of the Company's place of work in Malaysia.

- (ii) The Company shall reimburse an employee, where the prior agreement of the Company to such reimbursement has been obtained, the reasonable expenses incurred on transfer from one town or city to another and shall allow an employee reasonable time off duty for the purpose of finding accommodation in the town or city to which he is transferred.
- (iii) An employee who is transferred by the Company to work in any of the Company's places of work in Malaysia shall be paid a displacement allowance, as follows:

Single employee	-	lump sum of RM455.00
Spouse	-	lump sum of RM235.00
Children:		

- (a) 7 years and above - lump sum of RM235.00 per child
- (b) Below 7 years - lump sum of RM180.00 per child

And provided further that the total amount payable shall not exceed RM1,760.00.

- (iv) For the purpose of this Clause, the following shall be deemed to constitute one town or city:
 - (a) Kuala Lumpur and Petaling Jaya
 - (b) Klang and Port Klang
 - (c) Putrajaya and Cyberjaya

CLAUSE 37 - ANNUAL BONUS

- (i) Subject to the provisions of this Clause:-
 - (a) The Company shall pay an annual bonus equivalent to twice the employee's monthly basic salary with due regards to the exchange of letter between the Company and the Union.
 - (b) Every employee other than an employee on probation shall be paid a bonus payment in respect of his continuous employment with the Company during the whole of every calendar year (1st January to 31st December) or, where an employee is employed by the Company for a portion of a calendar year, a bonus payment proportionate to that portion, in respect of his employment with the Company during that portion of that calendar year, provided that the employee has completed one (1) year's continuous employment with the Company prior to such portion of the calendar year's employment.

- (ii) For the purpose of calculating bonus payments:
 - (a) an employee's monthly salary shall be his monthly salary as at the 31st day of December of the calendar year in respect of which the bonus is due or, in the case of an employee whose employment with the Company is terminated, his monthly salary as at the date his employment with the Company is terminated.

PROVIDED that the monthly salary of an employee who, on the 31st day of December in any calendar year, is absent without salary (whether or not leave of absence has been granted) shall be his monthly salary immediately before the commencement of such absence;

- (b) in the case of an employee who has been confirmed in the employment of the Company, employment on probation in any calendar year shall be reckoned as employment in that calendar year;
 - (c) any period by which the aggregate period of an employee's absences from work without salary (whether or not leave of absence has been granted) in any calendar year exceeds one half of a month shall be deducted from the period of his employment with the Company during that calendar year.
- (iii) The bonus payment for employment in any calendar year shall be paid:
 - (a) to an employee who will be in the employment of the Company on the 31st day of December in that calendar year other than as an employee on probation, on or about 20th December in that calendar year;
 - (b) to an employee whose employment with the Company is terminated other than as an employee on probation, as soon as bonus for that calendar year has been declared.

CLAUSE 38 - RETRENCHMENT

- (i) "Retrenchment" means termination by the Company of the service of an employee for reasons described hereunder, but it does not include:-
 - (a) voluntary retirement of an employee;
 - (b) compulsory retirement of an employee on reaching the age of retirement as provided in Clause 39; and
 - (c) termination of the service of an employee on the grounds of ill-health.
- (ii) "Continuous service" means uninterrupted service, and includes service interrupted merely on account of:

- (a) sickness; or
 - (b) authorised leave.
- (iii) "Authorised leave" in sub-clause (ii) above means leave approved and granted by the Company.
 - (iv) The Company may terminate the employment of an employee by reason of redundancy or by reason of the re-organisation of the Company's profession, business, trade or work.
 - (v) Where an employee's employment is terminated by reason of redundancy, the Company agrees in principle, all things being equal, to lay off an employee on the basis of "LAST IN FIRST OUT" by function, except where, after consideration, in the opinion of the Company, an employee who might otherwise be laid-off is better qualified to meet the Company's requirements.
 - (vi) In the event of the termination of the employment of an employee under sub-clause (iv) of this Clause, the Company shall give not less than three (3) months' notice in writing giving the reasons for retrenchment or salary in lieu of such notice.
 - (vii) The following benefits shall be payable on the termination of employment for the reasons mentioned in sub-clause (iv) of this Clause:-

(a) Employees with less than three (3) years' continuous employment	Three-quarter (3/4) month's last drawn salary for each year of employment or part thereof.
(b) Employees with three (3) but less than five (5) years' continuous employment	One (1) month's last drawn salary for each year of employment or part thereof.
(c) Employees with five (5) years and more continuous employment	One and a half (1½) months' last drawn salary for each year of employment or part thereof.

CLAUSE 39 - RETIREMENT AND RETIREMENT BENEFITS

- (i) An employee shall be entitled, or may be required by the Company to retire from his employment with the Company on or after reaching the age of fifty-five (55) years.
- (ii) 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 (iii) of this Clause immediately after the fifth year of employment.

- (iii) (a) Subject to the conditions stipulated in sub-clause (ii) above and to 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 which together with the Compulsory Contribution amounting to:
 - 1) 17 per centum of his salary provided he has been in continuous employment with the Company for at least five (5) years and up to ten (10) years;
 - 2) 19 per centum of his salary provided he has been in continuous employment with the Company for ten (10) years and above;
- (b) 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 (ii) of this Clause.
- (iv) For the purpose of this Clause: -
 - (a) "the Company" means STAR PUBLICATIONS (MALAYSIA) BERHAD and its branch offices in Malaysia.
 - (b) "Salary" means the monthly basic salary exclusive of allowances of any description, overtime pay, or pay for work done on rest day or on public holiday, bonus, commissions except such as have been specifically approved by the Company for inclusion in the basic salary of an employee.
 - (c) "Continuous employment with the Company" means a continuous period of employment of an employee without any break of service from the date of his appointment and shall include employment in a probationary capacity.
- (v) With reference to sub-clause (iii)(a) of this Clause, it is agreed between the Company and the Union that there shall always subsist a 5% and 7% difference, whichever is applicable, above the compulsory contributions for retirement benefits to employees irrespective of whether the rate of compulsory contributions imposed upon the employer is increased or decreased from the present rate of 12%.

CLAUSE 40 - EMPLOYEES' GRIEVANCES

- (i) An employee who is aggrieved by any action of the Company may complain orally or in writing to his immediate superior stating the nature of his grievance and seeking redress.
- (ii) If after the employee has complained under sub-clause (i) of this Clause and the employee's immediate superior fails within four (4) days either to act upon such

complaint or to provide a remedy to the satisfaction of the employee, the employee may appeal to his Head of department, or in the event that he complained under sub-clause (i) of this Clause to his Head of department; he may request his Head of department to reconsider his complaint, and in either case he may, where his appeal or request is oral, be accompanied by a member of the Union Committee or by a member of the Union, being an employee, nominated by the Union.

- (iii) If after the employee has appealed or requested reconsideration under sub-clause (ii) of this Clause, the employee's Head of department fails within four (4) days either to act upon such appeal or request or to provide a remedy to the satisfaction of the employee, the employee may appeal to any officer of the Company appointed by the Group Managing Director/CEO to consider grievances and he may, where his appeal is oral, be accompanied by a member of the Union Committee or by a member of the Union, being an employee, nominated by the Union.
- (iv) If after the employee has appealed under sub-clause (iii) of this Clause, the officer of the Company fails within four (4) days either to act upon such appeal or to provide a remedy to the satisfaction of the employee, the employee may invoke the assistance of the Union and the Union may then represent the employee's complaint to the Company under Clause 41.
- (v) At any proceedings in which the Union represents the employee's complaint under sub-clause (iv) of this Clause, the Company or the Union may require the employee to be present in person.
- (vi) Any grievance of an employee shall not be considered after one (1) month has elapsed from the date:
 - (a) on which it arose, should no action have been taken by the employee to complain under sub-clause (i) of this Clause; or
 - (b) on which the employee complained under sub-clause (i) of this Clause should no action have been taken by the Union to proceed under sub-clause (iv) of this Clause.
- (vii) The parties hereto agree that an employee's grievance should be settled at the lowest level appropriate to that grievance in the interest of industrial efficiency and industrial peace.
- (viii) Without prejudice to the provisions of this Clause, the Company agrees to allow an employee who is aggrieved by any action of the Company (including any action by another employee), the discretion in choosing the person to whom he may complain.

CLAUSE 41 - JOINT CONSULTATIVE COMMITTEE

- (i) There shall be a Joint Consultative Committee composed, at any meeting thereof, of not more than five (5) representatives of the Company appointed for that meeting by the Company and not more than five (5) representatives of the Union appointed for that meeting by the Union.
- (ii) The functions of the Joint Consultative Committee shall be:
 - (a) to consider matters of common concern to the parties hereto, including the operation of this Agreement, the terms and conditions of employment of employees, complaints by employees against the Company and complaints by the parties hereto against each other and to consider suggestions by the parties hereto and by employees; and
 - (b) to attempt to reach agreement between the parties on the said matter.
- (iii) Either party may request a meeting of the Joint Consultative Committee by giving to the other not less than seven (7) clear days notice thereof in writing or such shorter notice as may be agreed between the parties and a meeting shall be held accordingly.
- (iv) No matter shall be discussed at a meeting of the Joint Consultative Committee unless the party wishing to raise the matter has given to the other not less than two (2) clear days notice in writing thereof or such shorter notice as may be agreed between the parties.
- (v) Any agreement reached on a matter between the parties hereto shall not be invalid merely by reason that such agreement was reached outside the operation of this Clause.

CLAUSE 42 - SETTLEMENT OF DISPUTE AND REFEREE

- (i) Any dispute including a trade dispute as defined in the Industrial Relations Act, 1967 or other law for the time being in force between the Company and the Union or persons bound by this Agreement while it is in force, whether or not arising out of the operation hereof, shall be discussed by the parties hereto under Clause 41 hereof, at a meeting of the Joint Consultative Committee with a view to reaching a settlement of such dispute before either party takes any other action whatsoever.
- (ii) In the event of the parties being unable to reach a settlement of any dispute under sub-clause (i) of this Clause, the dispute shall be referred to the Director General for Industrial Relations or other public officer appointed to conciliate in industrial disputes, for the purpose of effecting a settlement of the dispute by conciliation before either party takes any action whatsoever other than a resumption of discussions under sub-clause (i) of this Clause.

- (iii) In the event of the parties being unable to reach a settlement of any dispute under sub-clauses (i) and (ii) of this Clause arising out of the operation hereof, the dispute shall, if the parties agree, be referred to a referee chosen by the parties or, if the parties are unable to agree on a choice, by the Director General for Industrial Relations.
- (iv) In the event of the parties being unable to reach a settlement of any dispute under sub-clauses (i), (ii) and (iii) of this Clause, the dispute shall be reported to the Minister of Human Resources by the parties hereto under Section 18 (1) of the Industrial Relations Act, 1967.
- (v) Neither party to this Agreement shall resort to industrial action such as strike and lockout in connection with any dispute arising out of the operation hereof, unless in accordance with the Law in force.

CLAUSE 43 - FULL SETTLEMENT

- (i) This Agreement shall be a full settlement of the claims made by the Union, and of the matters within the scope hereof and while this Agreement is in force, neither party shall make any claim on the other on any matter within the scope of the claims made by the Union or seek to change this Agreement in any manner whatsoever:
 - (a) 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 after being given cognizance by the Industrial Court;
 - (b) Any variation to the terms of this Agreement shall be jointly deposited by both parties with the Industrial Court for its cognizance within one (1) month from the date of agreement of the said variation. After the 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.
- (ii) In the event that the Company, by any Act of Parliament, Enactment, Regulation or otherwise, is compelled after the date of the execution hereof:
 - (a) to provide for or pay to any class of employees any benefit of a nature within the scope hereof or under a social security scheme, which benefit the Company is not so compelled on the date of execution hereof to provide or pay; or

- (b) to increase any benefit of a nature within the scope hereof or under a social security scheme, which benefit the Company is so compelled on the date of the execution hereof to provide or pay;

either party may claim on the other to revise such part hereof as may be related to such benefit.

CLAUSE 44 - VIDEO DISPLAY TERMINAL

- (i) Employees using Video Display Terminals to perform and/or edit journalists' materials, whether linked to computers or not, are required to go for eye examinations by an ophthalmologist at regular intervals of twelve (12) months or at such intervals as and when problems develop. The cost of such eye examinations shall be borne by the Company.
- (ii) In the event that, after the eye examination, an employee is recommended to wear spectacles for the first time, the Company shall pay the cost of such spectacles, subject to a maximum of RM235.00. If an employee is already bespectacled and is recommended to change his lenses, the Company shall pay the cost of such lenses, subject to a maximum of RM135.00.
- (iii) Spectacles/lenses (whichever is applicable) shall be obtained from a qualified/registered Optician appointed by the Company.

CLAUSE 45 - OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

An Occupational Safety and Health Committee shall be established comprising 3 representatives from the Branch Union and 3 representatives from the Company.

CLAUSE 46 - PROTECTIVE WEAR

Journalists and photographers, inclusive of cadets, who are required to undergo hazardous duties shall be provided with, at the Company's expense, reasonable Personal Protective Equipment, as deemed fit by the Company, in line with the hazards of the said duties and shall use these at all times when engaged in such work.

These protective wear shall be replaced due to fair wear and tear.

CLAUSE 47 - CODE OF CONDUCT FOR INDUSTRIAL HARMONY & CODE OF PRACTICE ON THE PREVENTION & ERADICATION OF SEXUAL HARASSMENT IN THE WORKPLACE

The Company and the Union shall adhere to the Code of Conduct for Industrial Harmony and the Code of Practice on the Prevention and Eradication of Sexual Harassment in the work place.

CLAUSE 48 - TRANSITIONAL PROVISIONS

- (i) "Salaries" refer to the monthly salaries in force immediately before 1st February 2007, or in the case of employees appointed after the said date, on the date of their appointment and excludes allowances of any nature, overtime or other payments.
- (ii) The conversion in salaries for all employees shall be on a point-to-point basis from the previous salary scales to the new salary scales as at 1st February 2007.
- (iii) An employee, whose basic monthly salary as at 31st January 2007, is paid on a personal-to-holder basis, shall, with effect from 1st February 2007, have his salary increased by:
 - (a) RM525 per month, if he is employed as Journalist Superscale.
 - (b) RM410 per month, if he is employed as Photographer Superscale.
 - (c) RM410 per month, if he is employed as Editorial Artist Superscale.

and thereafter be on a personal-to-holder basis.

- (iv) With reference to Clause 15(ii)(c), Clause 36 and Clause 44(ii), it is agreed that the provisions of these clauses would be effective from the date of signing of the Agreement.
- (v) It is agreed that employees who ceased employment with the Company (other than those who were retired and medically boarded out) on or before the date of the signing of this Collective Agreement shall not be entitled to any benefits including salary as contained in this Agreement.
- (vi) The Company shall pay an employee as arrears his monthly basic salary, extra shift, night allowance, staff correspondent's allowance, racing correspondent's allowance, payments for work on newspaper and magazine supplements, transport allowance and subsistence allowance as follows:
 - (a) Arrears of monthly basic salary, extra shift and night allowance - by 30th July 2008
 - (b) Arrears of subsistence allowance and travel rate - by 30th September 2008

(c) All other arrears - by 31st August 2008

CLAUSE 49 - INTERPRETATION / IMPLEMENTATION

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

IN WITNESS WHEREOF the parties hereunto set their hands the day and year first above written:

Signed for and on behalf of
**STAR PUBLICATIONS
(MALAYSIA) BERHAD**

Signed for and on behalf of
**NATIONAL UNION OF
JOURNALISTS MALAYSIA**

DATUK STEVEN TAN
Group Managing Director/ CEO

NORILA DAUD
President

DATIN LINDA NGIAM
Executive Director & Group Chief
Operating Officer

HONG BOON HOW
General Secretary

S.M. RAJAH
Senior Manager
Human Resources & Administration

S.S. YOGA
Chairperson, NUJ Star Branch

JACOBUS RAJ
Secretary, NUJ Star Branch

**AMPLIFICATION AND EXPLANATION OF THE STAR PUBLICATIONS (MALAYSIA)
BERHAD - NATIONAL UNION OF JOURNALISTS MALAYSIA AGREEMENT OF 2007**

(CONTAINED IN AN EXCHANGE OF LETTER BETWEEN
THE COMPANY AND THE UNION)

REFERENCES to this letter are to Clauses and sub-clauses of the Agreement and the words used in this letter have the same meaning as in the Agreement. It is understood that if any conflict should arise between the terms of the Agreement and the terms of this letter, the terms of the Agreement shall prevail except that benefits mentioned in this letter as conferred on employees and on which the Agreement is silent shall be additional to the benefits provided for in the Agreement.

- (i) It is agreed that when an employee who has concluded a normal period of duty and has left the Company's premises, is requested or required to return to work, he shall be paid a call-back allowance for a full shift as per the rates specified in Clause 18 (iii) (a) - (g).
- (ii) It is required that the provision of Clause 15 (ii) (a) will not be applicable if an employee in a lower grade is requested or required by the Company to carry out the normal duties of another employee in a higher grade.
- (iii) With reference to Clause 21, it is agreed that staff correspondents shall be paid for work done on Public Holidays. The rates shall be as per Clause 18 (iii)(a) - (g) and 18 (iv).
- (iv) With reference to Clause 21, any employee, other than staff correspondent, who is transferred from Peninsular Malaysia to Sabah / Sarawak, shall be paid a Sabah / Sarawak allowance of RM700.00 per month.
- (v) With reference to Clause 25 (iv), it is agreed that such leave may be extended to the official guardian of an employee provided that the employee produces documentary evidence of the guardianship acceptable to the Company within a reasonable period of time.
- (vi) With reference to Clause 31(i)(c), it is agreed that the Company shall reimburse an employee reasonable hotel meal expenses incurred should he be required to take his meal(s) at the hotel under circumstances where no other choice is available while on Company's business. This is subject to the production of hotel bills and the claims being verified and approved by the Company.

(vii) With reference to Clause 37 (i) (a), it is agreed between the Company and the Union that in the case of the Company suffering losses to a point when it becomes financially imprudent to meet its obligation, the Company shall review the quantum and mode of annual bonus to be paid after discussion with the Union. Discussion on this matter shall always be based on the Audited Statement of Accounts.

(viii) With reference to Clause 45, it is agreed herewith that:-

- (a) any additional member to the above committee shall be co-opted from time to time as deemed fit.
- (b) the Occupational Safety and Health Committee shall meet regularly and its duties shall include:

monitoring all aspects of health and safety and new technology at work place, investigating industrial accidents or complaints from employees regarding health and safety, preparing the necessary reports and recommendations for the consideration of the Group Managing Director/CEO.

(ix) The following shall be extended as a matter of policy for eligible employees. The same shall be subject to review by the Company should the need arise.

- (a) Handphone subsidy.
- (b) Voice recorder subsidy.
- (c) Book allowance.
- (d) 75% outpatient medical treatment subsidy for spouse and children.
- (e) Maternity subsidy.
- (f) Passport subsidy.
- (g) Additional monthly transport allowance for Metro Desk reporters, who are based in Klang Valley and use public transport to travel on the Company's business.

(x) With reference to Article 39(i), it is agreed that the Company will give the opportunity for an employee to retire from his employment with the Company on reaching the age of fifty-six (56) years, subject to the following:

- (a) The employee is not suffering from any health condition that may impede him in the performance of his work in an effective manner.
- (b) The employee does not have any adverse disciplinary record at least for a period of 5 years prior to the employee attaining the age of 55 years.

(c) The employee continuing to contribute effectively for the benefit of the Company.

Signed for and on behalf of
Star Publications (Malaysia) Berhad

Signed for and on behalf of
National Union of Journalists Malaysia

S.M. RAJAH
Senior Manager
Human Resources & Administration

HONG BOON HOW
General Secretary