



PERSATUAN BULAN SABIT MERAH MALAYSIA
(Malaysian Red Crescent Society)

BUKU PANDUAN NO. 4
PANDUAN KAKITANGAN

“SERVICE REGULATIONS FOR STAFF”

Nota:

- > 29.2.2004 - 107th MRCS Council
- > 27.3.2004 - Meeting with Branches
- > 16.4.2004 - 2nd Meeting with Branches
- > 12.5.2004 - 231 NEB
- > 28-30.5.2004 - Capacity Bldg. W/shop
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**APPOINTMENT, PROBATION
& PROMOTIONS**

1. APPOINTMENT

1.1.1 Procedures:

- 1.1.1 Vacancies in the Society are advertised and / or notified through search.
- 1.1.2 Short listed candidates will be interviewed by a Selection Board comprising the following:
 - 1.1.2.1 In the case of Secretary General the Board will be appointed by the National Executive Board (NEB)
 - 1.1.2.2 In the case of a Director and Head of Department, the National Administration and Personnel Committee will appoint the Board.
 - 1.1.2.3 In the case of other supporting staff (in NE1 / NE2 and NE3 groups) the Board will be appointed by the Secretary General.
 - 1.1.2.4 In the case of staff at Branch or Chapter levels, the Chairman of the Interview Board will be appointed by the Chairman of the Branch/Chapter.

1.2 A candidate for appointment as an employee of the Society shall fulfill the following:-

- 1.2.1 That he/she possesses the required qualifications for the posts he/she is appointed to;
- 1.2.2 That he/she is certified medically fit by a doctor to be appointed by the National Administration and Personnel Committee.
- 1.2.3 That he/she is successful in a Selection Board exercise conducted by the Society and

- 1.2.4 That he/she provides bona fide documentary evidence of his/her Malaysian citizenship, age, educational qualifications and working experience if any.
- 1.3 An appointment may be permanent or on contract for a specified period.
- 1.4 The Society may employ qualified candidates exceeding 50 years of age on contract terms as follows:
 - 1.4.1 From 51 years to 56 years: 2 years contract in the first instance, renewable on bi-annual basis until 60 years of age.
 - 1.4.2 From 61 to 65 years: year to year contract.
 - 1.4.3 *Beyond 65 years : The National Executive Board or the Branch/Chapter Committee as the case may be shall decide subject to the candidate still being needed for the job and is medically fit. In view of the present shortage of skilled and experienced manpower, the Society may retain some staff up to 70 years of age on an ad-hoc basis.*

1.2. PROBATION, CONFIRMATION & RESIGNATION

- 2.1 New staff for permanent service shall undergo a probationary period not exceeding six (6) months in the first instance. For staff engaged on contract basis the probationary period is three (3) months at the discretion of the Society.
- 2.2 During the probationary period, employment of staff concerned may be terminated by either party giving seven (7) days notice in writing or seven (7) days salary in lieu of notice.
- 2.3 On successful completion of the probationary period the staff shall be given a letter of confirmation and his/her appointment with the Society will be deemed to have commenced from the date of his/her appointment.
- 2.4 On confirmation, the period of notice of resignation / termination by either side is as follows:
 - 2.4.1 For Secretary General, Director/ Head of Department, three (3) months notice or three (3) months salary in lieu of notice.

- 2.4.2 Other staff at National Headquarters/Branch/Chapter – one (1) month's notice or one (1) month's salary in lieu of notices.

3 PROMOTION

- 3.1 It shall be the policy of the Society to promote from within the organization as far as possible when a vacancy, which needs to be filled, occurs. Suitably qualified staff is eligible for promotion or shall be considered for an appointment to a higher grade. Consideration for promotion shall be based on merit, which may include academic qualification, relevant experience, past performance, good conduct and suitability for the new post.
- 3.2 A staff that is considered for promotion to any post in the Society may be required to undergo probationary period for at least three (3) months before being confirmed in the new post.
- 3.3 The staff shall be notified in writing by the Society not later than fourteen days (14) after the expiry date of the probationary period under article 3.2 above whether he/she is being confirmed in the new position, being reverted to his/her previous position or being transferred to a new post.

4 ASSIGNMENT

Staff may be reassigned to another post or position without loss of seniority or services and on terms no less favorable within the same grade at the discretion of the National Administration and Personnel Committee or Branch/Chapter Committee as the case may be.

5 SECONDMENT

Staff may, with his/her consent be seconded within the Society to another organization within the Movement or outside Malaysia on terms and conditions to be mutually agreed upon but not less favorable than existing terms and conditions found in the Society. At the end of the secondment, staff may return to the Society to an assignment without loss of seniority or position and on terms no less favorable.

6. ORIENTATION

- 6.1 Staff on probation prior to confirmation of service including staff on contract may be required to attend an orientation course covering the following syllabus:
- 6.1.1 Study of MRCS Constitution – Rules and By Laws
 - 6.1.2 Governing Structure and Organization of MRCS at:
 - 6.1.2.1 National
 - 6.1.2.2 Branch
 - 6.1.2.3 Chapter
 - 6.1.2.4 Detachment/Youth/Link Units
 - 6.1.2.5 Education in Red Cross and Red Crescent and International Humanitarian Law
 - 6.1.2.6 Service Regulation
 - 6.1.2.7 Administrative Directives
 - 6.1.2.8 MRCS Forms
 - 6.1.2.9 Youth and VADs
 - 6.1.2.10 MRCS Uniforms
 - 6.1.2.11 Finance Procedures
 - 6.1.2.12 Courses and Examinations
 - 6.1.2.13 MRCS Competitions
 - 6.1.2.14 First Aider In Every Home
 - 6.2 Will issued with his/her Job Description
 - 6.3 During their tenure of service with the Society, staff may be required to attend training programs from time to time.

SALARY, WORKING HOURS & OVERTIME

7. SALARY

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- 7.1 On appointment a staff shall be paid the initial step of the salary scale (as approved by the National Executive Board or Branch/Chapter Committee) of the grade he/she is appointed to, except when he/she has a higher qualification and /or previous relevant experience.

- 7.2 Where he/she has a higher qualification or substantive experience, his/ her entry point of the salary scale shall be determined by the level of qualification, training or number of years of relevant experience.
- 7.3 For contract officers, the entry point shall be decided by negotiations, but it shall not be higher than the maximum salary of the grade he/she is appointed to.

8. SALARY ADJUSTMENTS

Salary levels shall be kept under regular review to ensure that the Society is meeting the overall objectives of its remuneration policy. To retain the competitiveness and/or to help offset the effects on inflation, the Society may from time to time amend salary scales and/or individual salaries by means of a general adjustment.

9. ANNUAL INCREMENTS

- 9.1 Incremental date is the anniversary of the appointment to the grade.
- 9.2 An annual increment within a salary scale is awarded for satisfactory work and conduct upon recommendations of the relevant ~~Service Directors~~Heads of Departments / ~~Executive Director~~ / Secretary General.
- 9.3 Staff whose performance has been of exceptionally high standard may be considered for merit increment within the same scale to be determined by the Secretary General.
- 9.4 Annual Increment for staff at Branch/Chapters level are at the discretion of the Branch Committee

10. PAYMENT OF BONUS

An employee may be paid bonus on the entire discretion of the National Executive Board or Branch/Chapter Committee. The Society is exercising its sole discretion to give bonus and shall issue the payment at the time deem fit and necessary.

11. SHIFT HOURS

- 11.1 Taking note on the Working Hours as stipulated in Handbook No. (1), staff who work on shift duty shall work 48 hours per week including meal breaks as follow:

- * Day Shift - 7.00 am to ~~3.00~~2.00 pm
- * Evening Shift - ~~3.00~~2.00 pm to ~~9.00~~11.00 pm
- * Night Shift - ~~11.00~~9.00 pm to 7.00 am

11.2 Female staff on shift duty and who have been certified medically by any Registered Medical Practitioner to have attained her twenty-fourth (24th) week of pregnancy shall be taken out of shift duty and be placed on normal working hours.

12 OVERTIME

Staff is required to work in excess of normal hours of work on the recommendations of the Directors / Head Of Departments shall be paid overtime in accordance with the following conditions:

- 12.1 Overtime shall be paid to non-executive staff in the salary scale of NE1/NE2 and NE3.
- 12.2 When a staff's basic salary exceeds RM1,500.00 per month, overtime shall be calculated on the basis of RM1,500.00 per month.
- 12.3 Overtime would also be substituted with Unrecorded Leave as the case may be.

13 GAZETTED PUBLIC HOLIDAYS AND ALLOWANCE FOR WORKING ON GAZETTED PUBLIC HOLIDAYS

13.1 Staff on Shift Duties shall be entitled to a paid holiday at his/her ordinary rate of pay on ten (10) Gazetted Public Holidays in any one calendar year, four (4) of which shall be :

- * National Day Of Malaysia
- * Birthday of the Yang DiPertuan Agong
- * The Birthday of the Ruler or the Yang DiPertua Negeri, as the case may be, of the State in which the staff wholly or mainly works under his contract of service, or the Federal Territory and
- * the Workers' Celebration Day

13.2 Provided that if any of the ten (10) gazetted public holidays falls on a rest day the working day following immediately thereafter shall be a paid Public Holiday in substitute therefore.

13.3 A Staff who are-is required to work on any ten (10) gazetted Gazette Ppublic Hholidays is eligible to be paid. The conditions relating to overtime rates and payment shall be in accordance with Section 60(C) of the Employment Act 1955 as follows:-

13.3.1 2 days wages at the ordinary rate of pay in additions to his pay which he is entitled for that day

13.3.2 3 times his hourly rate of pay if he is required to work beyond the normal working hours

13.3.3 If any of the 10 Gazetted Public Holidays falls on his Rest Day or Off Day, he is entitled to one-day salary or one day leave in lieu of the said Public Holiday.

ALLOWANCES

14. ACTING ALLOWANCE

When a staff is required by the Society to act in a post of a higher grade than the grade of his/her substantive appointment for more than twenty eight (28) consecutive working days and not exceeding a period of six (6) months, an acting allowance shall be paid from the day he/she so acted in accordance with the following conditions:

14.1 That he/she should be appointed to perform the full duties and takes the full responsibilities of the higher grade,

14.2 The quantum of an acting allowance shall be the difference between the starting salary of the acting post and the present basic salary of the officer required to carry out the duties provided that:

14.2.1 The difference is no less than one standard salary increment of the officer's basic salary scale. If the difference is less than one salary increment, the acting allowance shall be the difference between one standard increment of the salary scale of the post he/she is acting in and his/her substantive salary.

- 14.2.2 Should the basic salary of an officer be the same or higher than the starting salary of the post he/she is acting in, the quantum of the acting allowance shall be one standard salary increment of the post he is acting in.

15. **CHARGE ALLOWANCE**

When a staff is required by the Society to perform the duties of another staff in a lateral post or in a higher grade than his/her substantive post in addition to his own duties and responsibilities for a more than twenty eight (28) consecutive working days and not exceeding a period of six (6) months, a charge allowance shall be paid calculated from the first day of the 'covering' period in accordance with the following conditions:

- 15.1 That he/she is able to perform the duties and responsibilities of the post he/she is covering in addition to his own duties and responsibilities,
- 15.2 The quantum of charge allowance shall be twenty–five percent (~~23~~25%) of the starting salary of the post he/she is covering. For posts which have different starting salary scales, the starting salary for purpose of computing the charge allowance shall be the lowest starting salary in the said scheme of service.

16. **DRIVING LICENCE**

Any staff whose primary and full time function requires him/her to drive on behalf of the Society, shall have his/her license fee reimbursed subject to:-

- 16.1 The payment should be made at the Road Transport Department or the General Post Office and a Photostat copy of the renewed license is to be forwarded to the Head of Accounts when submitting the claim.
- 16.2 The reimbursement is only allowed to be made on a year to year basis
- 16.3 This facility is extended to drivers from the Transport Section, Ambulance Medical Aides, Emergency Service Officers and Mechanic only.

17. **MILEAGE ALLOWANCE**

17.1 Staff required to travel on Society duty shall be eligible for reimbursement in accordance with the rates authorized from time to time

17.2 Rate of Claim:

- 17.2.1 Staff Group I & II : 40 cents per kilometer for car
17.2.2 Staff Group III & IV : To be reimbursed the equivalent of public transport fares.

17.3 The rate of claim at Branch/Chapter level is at the discretion of the branch Committee.

18. DAY ALLOWANCE

18.1 Staff who is required to perform duties away from his/her base station for eight (8) hours and more but not required to stay overnight shall be paid a day allowance

18.2 It is for either breakfast, lunch or dinner paid on a prorated basis as follows:

- 18.2.1 Breakfast : 20% of Food Allowance
18.2.2 Lunch : 40% of Food Allowance
18.2.3 Dinner : 40% of Food Allowance

19. MEAL ALLOWANCE

A meal allowance is payable to staff performing ~~duties~~ Shift Duties with the National Ambulance Service. ~~in accordance with rates authorized from time to time.~~ with the payment rates as follows:

- 19.1 Day Shift : (7.00 am to 2.00 PM) : RM2.50 per shift
19.2 Evening Shift : (2.00 p.m. to 9.00 p.m.) : RM2.00 per shift
19.3 Night Shift : (9.00 p.m. to 7.00 am) : RM2.00 per shift

20. OVERSEAS ALLOWANCE

Staff selected to attend courses or doing official duties overseas are eligible to claim the following:

20.1 Out of Pocket Daily Allowance of RM50.00 if no per diem is given by the organizer but food and accommodation are provided,

20.2 Overseas Allowance for staff in category (E1) is in accordance with the amount stipulated in the Government General Orders. (*decision of National Executive Board)

20.2 Clothing Allowance of RM300.00 which will only be paid once in the period of service,

20.3 Insurance coverage,

21 SUBSISTENCE ALLOWANCE

21.1 Staff performing duties away from his/her **base station** and required to stay overnight will be paid for his/her accommodation and food. If ~~food and accommodation are provided by the host or organizer~~ the host or organizer provides food and accommodation, he/she is eligible to claim only whichever is not provided for.

21.2 The Rates of Subsistence Allowance are:

<u>GROUP</u>	<u>SUBSISTENCE ALLOWANCE</u>			
	<u>ACCOMMODATION</u>		<u>FOOD</u>	
(as per salary scale)	With Receipts	Without Receipts	Food Claims	Day Allowance

E1 & E2	{ reimbursement at predetermined room rates Reimbursement of actual expenses within reasonable limits}	RM50.00	RM50.00	<u>Breakfast: 20% of Food Allowance</u> <u>Lunch: 40% of Food Allowance</u> <u>Dinner: 40% of Food Allowance</u>
E3	*RM120.00 Reimbursement at predetermined room rates)	RM40.00	RM40.00	
NE1 & NE2	*RM70.00 Reimbursement at predetermined room rates)	RM30.00	RM30.00	
NE3	*RM70.00 Reimbursement at predetermined room rates)	RM25.00	RM25.00	

- Based on average cost of hotel rate



21.3 **DEFINITION:**

21.3.1 BASE STATION:

“Base Station” is where a staff’s place of work is situated.

21.3.2 AWAY FROM BASE:

“Away from base” mean when a staff is required to perform duties exceeding a radius of fifty (50) kilometer from his Base Station.

21.4 **STAFF GROUPING:**

- E(1) - Secretary General
- E(2) - Director
- E(3) - Manager/Head of Department
- E(4) - Officer
- NE(1) - Asst. Adm. Officer
- NE(2) - Clerk/Telephone Operator/Dispatch Clerk

NE(3) - Office Boy/General Worker
Grouping at Branch/Chapter levels are at the discretion of the Branch Chairman.

22. **SHIFT ALLOWANCE**

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~~A staff who is called upon to work on shift duty outside his rostered duty shall be entitled to an additional allowance at a rate to be determined from time to time.~~

Shift Allowance of RM15.00 is paid to staff serving in the National Ambulance Service (NAS) who are on Off-Duty or to any MRCS member who volunteers to replace any of the NAS staff who is on Emergency Leave or on Medical Leave.

23. **STANDBY ALLOWANCE**

Shift Allowance of RM50.00 is paid to staff serving in the National Ambulance Service (NAS) who are on Off-Duty or to any MRCS member who volunteers for 'Non Emergency Standby Duties' to provide First Aid coverage requested by other agencies.

24 COMMENCEMENT AND TERMINATION OF WORKING HOURS IN RELATION TO PAYMENT OF ALLOWANCES

Working hours shall be deemed to commence from the time a staff reports at his/ her place of work and to terminate at the time he leaves his/her place of work.

25. PAYMENT AT BRANCH/CHAPTER LEVELS

Payment of allowances at Branch/Chapter levels are at the discretion of the Branch Committee

LEAVE

26. **UNRECORDED LEAVESPECIAL LEAVE**

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26.1 Unrecorded leave is privilege given only when staff had to work during weekends or Public Holidays. Consideration and approval of such leave is at the discretion of the Secretary General on the recommendations of the Director/Head of Departments or the Branch/Chapter Chairman as the case may be. Recommendations for unrecorded leave should be made immediately after the project/work on Rest Day or Public Holiday.

26.2 A staff is also eligible to take unrecorded leave as determined by the Secretary General in lieu of working beyond normal working hours during Emergency or Disaster.

26.3 Unrecorded leave may also be given Staff who celebrates the following religious festival will be allowed unrecorded leave once a year on the eve of any of the following religious festivals subject to the exigencies of service.

- * Eve of Hari Raya Puasa or Hari Raya Haji
- * Eve of Chinese New Year
- * Eve of Wesak Day
- * Eve of Deepavali
- * Eve of Christmas or Good Friday

27. EMERGENCY LEAVE

Emergency Leave may be taken by staff during an Emergency which is beyond their control affecting immediate family members only i.e. spouse/children / parents and parents-in-law. He/she must inform or attempt to inform his/her superior of such leave within twenty-four (24) hours of the commencement of such leave. All such leave will be deducted from the staff's annual vacation leave eligibility and limited 4 days a year.

28. EXAMINATION LEAVE

A staff who has been offered to sit for an examination recognized and approved by the Society may be granted unrecorded leave for the actual day(s) of the examination concerned.

29. LEAVE TO PARTICIPATE IN OFFICIAL ACTIVITIES

A staff may be granted unrecorded leave of not exceeding fourteen (14) days in a year if selected to represent the state or country on sporting, cultural activities and activities organized by other NGOs, other than political activities.

30. COMPASSIONATE LEAVE

~~30.28~~ The Society shall grant compassionate leave with full pay to its staff as follows:

- * One marriage of staff Three (3) days
- * Death of dependent Two (2) days

~~28.2~~ For the purpose of this Article, "dependent" shall mean spouse, children, parent and parent-in-law.

31. MATERNITY / PATERNITY LEAVE

~~29.1~~ Every married female staff shall be entitled to maternity leave for a period of sixty (60) days (including Sundays and Public Holidays) and not exceeding 5 times in the period of service.

~~29.2~~ Married male staff is permitted three (3) days paternity leave immediately after the birth of their child.

32. SICK LEAVE

~~30.1~~ A staff, after examination and certification by a registered medical practitioner and where no hospitalization is necessary, shall be entitled to the following paid sick leave:

32.1.1 Fourteen (14) days in the aggregate in each calendar year if the staff has been employed for less than two (2) years.

32.1.2 Eighteen (18) days in the aggregate in each calendar year if the staff has been employed for two (2) years or more but less than five (5) years.

32.1.3 Twenty two (22) days in the aggregate in each calendar year if the staff has been employed for five (5) years or more.

32.1.4 Sixty (60) days in the aggregate in each calendar year if hospitalization is necessary.

~~30.2~~ Where a staff takes paid medical leave under paragraph (32.1) in any calendar year, the period of his entitlement to paid medical leave under paragraph (32.1.4) in such calendar year shall be reduced to the extend of the number of days of paid sick leave already taken.

~~33.0~~
~~32.3~~ If a staff is certified by such registered medical practitioner or medical officer to be ill enough to need to be hospitalized but is not hospitalized for any reason whatsoever, the staff shall be deemed to be hospitalized for the purpose of this section.

~~30.4~~
~~32.4~~ A staff shall also be entitle to paid sick leave under paragraphs (31.1) and (31.2) after examination by a dental surgeon as defined in the Dental Act, 1971.

~~30.5~~
~~32.5~~ A staff who absents himself/herself on sick leave :

32.5.1 which is not certified by a registered medical
~~30.5.4~~ practitioner or a medical officer or

32.5.2 which is certified by such medical practitioner or
~~30.5.2~~ medical officer or a dental surgeon, but without informing or attempting to inform the Society of such sick leave within forty-eight (48) hours of the commencement thereof,

shall be deemed to absent himself/herself from work without the permission of the Society and without reasonable excuse for the days on which he/she is so absent from work.

33. MEDICAL BOARD

33.1 A staff who has been granted leave in accordance with
~~34.1~~ Articles 32.1 and 32.2 aforesaid shall not be granted further leave unless a Medical Board has examined him/her.

33.2 A staff who has taken at least forty-five (45) days of sick leave every year for three (3) consecutive years shall be required to appear before a Medical Board for examination, whether he/she reports sick or not thereafter.

33.3 Where a staff has exceeded his/her paid sick leave under paragraph (32.1) above and the Medical Board duly certifies that there is a prospect of the staff becoming fit for duty again, then such Medical Board shall recommend sick leave for a further period of up to three (3) months in addition to the leave already availed in paragraph (32.1) or (32.2) above.

33.4 In the event that the staff still requires further sick leave after that, the Medical Board may recommend a further period of six (6) months on half-pay leave or no-pay leave.

33.5 A staff granted leave as under (32.4) above shall appear before a Medical Board at the end of the said period for a review by the Medical Board for Medical Boarding out.

33.6 The National Executive Board or Branch/Chapter Committee shall appoint the Medical Board as and when required.

34. “TIME OFF” SLIP FOR MEDICAL CHECK UP

Staff is required to produce “Time Off” slip when they go for medical checkups at either Government hospitals or private hospitals/clinics. Those who fail to produce the “time off” slip will have the day(s) forfeited from their annual leave entitlement.

35. SICKNESS DURING VACATION LEAVE

If a staff becomes sick while on vacation leave and produces Sick Certificate satisfactory to the Society stating that he/she is unable to derive benefit from such vacation leave, he/she shall be granted substitute vacation leave equivalent to the period his/her sickness or incapacity.

36. NO-PAY LEAVE

36.1 No-pay leave may be granted at the discretion of the Secretary General. A period in excess of thirty (30) days must be cleared by the National Administration and Personnel Committee/ Branch / Chapter Committee.

36.2 The criteria for granting no-pay leave shall be determined by the National Management Committee. In time of application for No Pay Leave, all vacation leave have been availed.

36.3 No Pay Leave is granted for medical, religious, educational, immediate family commitment or compassionate reasons when annual / medical leaves have been exhausted.

36.4 Other factors that may effect the approval of No Pay leave are the length of service of staff and whether he can be away from his/her work without effecting the efficiency of the Department concerned.

36.5 No Pay leave will only be approved to staff with minimum 3 years service and once in 5 years of service.

37. PILGRIMAGE LEAVE

37.1 Muslim staff shall be entitled to pilgrimage leave to enable them to travel to Mecca in order to perform the Haj.

- 37.2 A staff wishing to avail himself/herself of the pilgrimage leave shall be granted leave only once in his/her service with the Society provided he/she has served the Society continuously for not less than four (4) years and is confirmed in his/her appointment.
- 37.3 A maximum of forty (40) consecutive days leave may be granted for the purpose of the pilgrimage. Owing to certain reasons if the staff requires leave in excess of forty (40) days, he/she can apply for vacation leave or no-pay leave as the case may be.

38 ANNUAL / VACATION LEAVE

- 38.1 An annual leave is granted to all staff to provide the opportunity for rest, relaxation and the pursuit of leisure activities. All staff should make full use of their leave entitlement within the regulations laid down.
- 38.2 Except at cessation of employment, staff is not permitted to forgo their leave entitlement and be paid in lieu. As far as possible staff are encouraged to take their leave for health reasons.
- 38.3 Staff are categorized into four (4) Groups and annual leave entitlement are as follows:

<u>GROUP:</u> <i>(In accordance with Salary Scale)</i>	<u>Service Less Than 10 Years</u>	<u>Service More Than 10 Years</u>
E1 & E2	30 days	35 days
E3	25 days	30 days
NE1 & NE2	20 days	25 days
NE3	17 days	20 days

- 38.4 Leave must be earned before it can be taken

- 38.5 Staff who have not yet completed one year's service but wish to avail themselves of their annual leave entitlement (e.g.: in case of emergencies) should fill in and submit the annual leave application form to the Personnel and Administration Department with recommendations from the ~~h~~Head of ~~d~~Department concerned stating the reasons for application. The application will be granted at the discretion of the Secretary General / ~~Executive~~ Director /Branch/Chapter Chairman on humanitarian grounds. The number of ~~days granted~~days granted will be deducted from the number of days of his/her annual leave entitlement.
- 38.6 ~~Staff on probation who have~~Staff on probation who has completed one year's service may still avail themselves of their annual leave entitlement.
- 38.7 Annual leave cannot be carried forward for more than one year without prior approval of the Secretary General/National Management Administration and Personnel Committee. However staff who has served the Society 10 years and above are allowed to carry forward their leave for more than 3 years as "a Golden Handshake" with prior approval of the Secretary General/National Management Administration and Personnel Committee
- 38.8 Staff on contract may avail themselves of their annual leave entitlement during their contract period before the expiry date of their contract.
- 38.9 Categorizations of staff at Branch/Chapter level are at the discretion of the Branch Committee.

39. LEAVE PRIOR TO RESIGNATION / RETIREMENT

Staff who resigns from service or due for retirement is required to exhaust all available leave he/she is entitled to. If owing to exigencies of service, he/she is required to work until his/her last day, ~~he will be paid in lieu of all unused leave by the staff concerned.~~the National Administration and Personnel Committee will consider that he/she is paid in lieu of all the unavailed leave.

40. APPLICATION FOR LEAVE

The following procedures should be strictly adhered to when submitting Leave application:

- 40.1. All leave forms (unless in the case of emergencies) have to be submitted at least one week in advance

- 40.2 Leave forms should be first submitted to the Assistant Admin Officer (AAO) Personnel for him/her to check. He/she should then fill in the appropriate columns stating the leave entitlement.
- 40.3 After verification by the AAO, the staff concerned should hand the form to his/her respective Head of Department who will recommend whether he/ she could take the leave during the period requested.
- 40.4 The respective Head of Department will then forward the leave application to the Director or in his/her absence to the Secretary General.
- 40.5 Staff must find out from the AAO whether their leave has been approved before they start on their leave.
- 40.6 Any leave form without the Heads of Departments comments on the form will not be considered.
- 40.7 If the staff is applying for Unrecorded Leave (in lieu of working on Sundays or Public Holidays) the details should be attached to the leave application: e.g: the date and the occasion on which the staff worked on a Sunday or Public Holiday.
- 40.8 In the case of emergency and the staff concerned is not able to give a week's notice, the staff concerned should report/telephone to his/her supervisor and the supervisor to notify the Officer Personnel, as soon as possible (ASAP) or in his/her absence the Director.

STAFF BENEFITS

41. MEDICAL TREATMENT & MEDICINE

Staff is allowed to seek treatment from any Registered Medical Practitioner for sickness that does not require hospitalization. The cost of treatment should not exceed Ringgit Malaysia **Fifty (RM50.00)** per visit with maximum of ten (10) visits per year. Beyond this amount, the staff concerned shall be responsible for its payment.

42. INSURANCE COVERAGE

The Society has taken the following Insurance Scheme to cover its staff:

42.1 Hospitalization & Surgical Insurance

42.1.1 A Group Hospitalization and Surgical Insurance Scheme for staff who requires hospitalization / surgery as certified by a Registered Medical Practitioner and seeking admission to Government hospitals or any other approved private hospital / clinic.

42.1.2 The amount (of payment) of authorized claim will be based on the category of staff according to their Group salary scale. Treatment can be obtained from any hospital of their choice provided that the fees do not exceed the approved Schedule. Should it exceed the scheduled fees, the difference will have to be borne by the staff concerned.

42.2 **Schedule Of Benefits:**

The Schedule of Benefits at As at Annex "A" is in accordance with the rates approved from time to time.

43. EMPLOYEES PROVIDENT FUND AND SOCSO

43.1 The Society shall contribute to the Employees Provident Fund (EPF) an amount not lower than the rates fixed in the Employees Provident Fund Act 1992.

43.2 In the event where a staff has exceeded higher normal retirement age, the staff will be given an option either to continue his contributions to EPF or the said amounts shall be placed in the staff's saving account. The Finance Department will keep the book. The savings plus any interest earned therefore shall be released to the staff upon termination of his/her service with MRCS.

43.3 The Society will also contribute to SOCSO for its staff in accordance with existing regulations.

44. RETIREMENT

44.1 The retirement age for all the Society's staff is sixty ~~five (65)~~ (60) years and the optional working retirement age is ~~sixty (60)~~ fifty six (56) years.

44.2 However the services of highly efficient and physically fit staff aged sixty ~~five (65)~~ (60) and above could be extended depending on individual merit up to a maximum of ~~seventy (70)~~ sixty five (65) years of age upon the recommendation of the National ~~Management Administration and Personnel Committee~~ Board. This extension will also depend on the Society's need at that particular point in time. However the extended service after official retirement shall be on contract terms as provided for under Article ~~4.41.4.3~~ above.

45. RETIREMENT BENEFITS (Gratuity For Past Services)

Permanent and confirmed staff would be paid the following Gratuity For Past Services when they attain the mandatory retirement age. ~~However staff who are covered under the Comprehensive Multiple Insurance Scheme under paragraph (39.2) above are excluded from the following benefits:~~

- | | | | |
|------|---|---|---|
| 45.1 | Service of ten (10) years and above | - | Two (2) <u>Three (3)</u> months last drawn salary |
| 45.2 | Service of fifteen (15) years and above | - | Three (3) <u>Four (4)</u> months last drawn salary |
| 45.3 | Service of twenty (20) years and above | - | Four (4) <u>Five (5)</u> months last drawn salary |

46. RECOGNITION

All staffs are eligible for nominations of the Society's Award or any other non fiscal scheme for staff on approval of the National Executive Board/Branch/Chapter Committee.

47. TERMINATION AND RETRENCHMENT BENEFITS

A permanent and confirmed staff who has his service terminated before attaining the retirement age for reasons other than retirement, optional retirement, death or permanent disablement or disciplinary reasons, shall be paid Termination Benefits as follow:

- 47.1 Ten (10) days wages for every year of employment under a continuous contract of service with the employer if he has been employed by that employer for a period of less than two (2) years; or

- 47.2 Fifteen (15) days wages for every year of employment under a continuous contract of service with the employer if he has been employed by the employer for two (2) years or more but less than five (5) years; or
- 47.3 Twenty (20) days wages for every year of employment under a continuous contract of service with the employer if he has been employed by that employer for five (5) years or more.

DISCIPLINE

48. CODE OF CONDUCT

- 48.1 All staff is required to maintain a standard of conduct at all time compatible with their positions.
- 48.2 Every staff will himself/herself observe and ensure that his/her subordinate observes a strict adherence to all instructions, regulations and rules. A staff will not be permitted to question the necessity or propriety of any instructions issued generally or to him/her personally by another staff superior in rank to himself/herself.
- 48.3 Every staff in his/her owns degree responsible for the preservation of good conduct must maintain a proper position or status with his/her superiors and subordinates. He/she will require from the later the same response and efficient performance of all duties that are entrusted to them as may be required for him.
- 48.4 It is incumbent upon every staff to report officially to his/her next superior officer the case of any staff working under him/her who may be in any way lacking in efficiency and industry. Any staff who fails to report any such case of inefficiency or lack of industry or of any malpractice, will be held for lacking in his/her duty and in that extent to be self inefficient.
- 48.5 A staff shall not subordinate his/her duty to his/her private interest and shall not conduct himself/herself in such a manner as he/she knows or as can reasonably be expected to know that such conduct is likely to cause reasonable suspicion that:
- 48.5.1 He/she has allowed his/her private interest to come into conflict with his/her official duties;

- 48.5.2 He/she has used his/her position for his/her private advantage.
- 48.6 A staff shall not conduct himself/herself in such a manner as to bring the Society into disrepute or discredit.
- 48.7 A staff shall not lack in efficiency or industry nor shall he conduct himself/herself in such a manner as can reasonably be construed as lacking in efficiency and industry.
- 48.8 A staff shall be honest and shall not conduct himself/herself in such a manner as to lay himself/herself upon to suspicion of dishonesty.
- 48.9 A staff shall not bring or attempt to bring any form of outside influence or pressure to support or advance a claim relating to the service whether the claim in his/her individual claim or that of other members of the Society.
- 48.10 A staff shall not conduct himself/herself in a manner as may be construed to guilty of insubordination.
- 48.11 A staff must at all times preserve the confidentiality of the Society.

49. ABSENCE WITHOUT LEAVE

- 49.1 A staff shall be deemed to have broken his/her contract of service if he /she has been continuously absent from work for more than 2 (two) consecutive working days without prior leave unless he/she has a reasonable excuse for such absence and has informed or attempted to inform his/her Head of Department of such excuse prior to or at the earliest opportunity during such absence.
- 49.2 Where a staff is absent from duty, his/her immediate supervisor shall as soon as possible report the fact to the appropriate disciplinary authority together with the dates and circumstances of the absence and any further information which may be required in respect of the staff concerned.

49.3 The appropriate disciplinary authority may, after considering the report take appropriate disciplinary action against the staff.

49.4 For the purpose of this regulation, “absence” includes failure to be present at his post for any length of time whatsoever and place whereat the staff is required to be present for due performance of his/her duties.

50. DISCIPLINARY BOARD

There shall be a Disciplinary Board vested with disciplinary authority in respect of every member of the staff. The Disciplinary Board shall consist of a Chairman and at least two (2) members.

51. APPOINTMENT OF CHAIRMAN OF DISCIPLINARY BOARD

To enable immediate action to be taken on cases of breach of discipline, the National Administration & Personnel Committee has appointed a permanent Chairman of the said Board. (The appointment at branch/Chapter level is at the discretion of the branch Committee). Other members of the Board will be appointed as and when the need arise. With the formation of the said Board, therefore only cases that require termination of service or cases that involved the Society’s policy would be referred to the National Administration & Personnel Committee

52. DISCIPLINARY PROCEDURE

52.1 MRCS may take disciplinary action against a staff only after an allegation has been officially lodged with the MRCS and an investigation has been conducted and a prima facie case has been established against the staff concerned.

52.2 When the MRCS conducts a disciplinary proceedings, the Disciplinary Board shall inform the staff concerned in writing stating the charges preferred against him and he shall be afforded the opportunity of being heard and of replying to the charges within 14 (fourteen) days of the date thereof.

52.3 The Disciplinary Board shall convene to deliberate on his/her case and he/she shall be informed of the decision of the Board in writing.

- 52.4 During the period of investigation of a case, the MRCS may, if necessary, suspend the work of the staff lest his/her presence may interfere or may impede the investigation for a period not exceeding two (2) weeks, during which period he shall be paid only half (1/2) of his/her salary, provided that if the investigation does not disclose any grounds for disciplinary action, the MRCS shall restore to him/her his/her full salary and any other remuneration so withheld.
- 52.5 During the period of suspension, for the purpose of an investigation, the staff may be notified in writing to report at his/her normal place of work on such times during working hours as may be required by the MRCS.
- 52.6 Where the investigation cannot be completed within two (2) weeks from the date of suspension, the staff shall not be required to report for duty except for the purpose given in Article 53.5 above. In any case, the period of suspension following the 2 (two) weeks of suspension will be with full salary and all the remuneration he/she would normally receive until such times as when the investigation is completed and a decision arrived at.
- 52.7 Where a staff feels that the decision has been unjustly administered, he/she shall have the right to appeal to the National Executive Board within fourteen (14) days after receiving the decision of the Disciplinary Board.

53. PENALTIES

- 53.1 The appropriate Disciplinary Board may, if it finds a staff guilty of the charges preferred against him/her with due regard to the seriousness of the offense(s), impose upon the staff any penalty or a combination of the following penalties:
- 53.1.1 Written warning (to clarify the type of offences)
 - 53.1.2 Suspension of work without wages

 - 53.1.3 Forfeiture of emoluments
 - 53.1.4 Deferment of salary increment
 - 53.1.5 Reduction of salary
 - 53.1.6 Reduction in rank; or
 - 53.1.7 Dismissal

53.2 FORFEITURE OF EMOLUMENT

For the purpose of these regulations, the penalty by way of a forfeiture of emoluments shall be made in accordance with the following provision:

53.2.1 Were the penalties connected to the offense of absence without leave or without prior permission, or without reasonable cause, the amount of emoluments to be forfeited shall, unless otherwise decided by the Disciplinary Board, be based on the actual period the staff is absent without leave.

53.3 REDUCTION OF SALARY

The appropriate Disciplinary Board may impose the penalty of reduction of salary on a staff in accordance with the following provisions.

53.3.1 The reduction of salary shall not exceed more than three (3) salary steps in the relevant salary scale.

53.3.2 The duration of the penalty imposed shall not be less than 12 (twelve) months and shall not exceed 36 (thirty-six) months on any one occasion.

53.3.3 A staff, upon whom the penalty of reduction of salary is imposed, is not eligible to receive any salary increment for and during the penalty period.

53.4 REDUCTION IN GRADE

The appropriate Disciplinary Board may impose the penalty of reduction in grade on staff in the following manner:

53.4.1 By reducing the grade of the staff to a lower grade in the same scheme of service; and

53.4.2 By determining the salary point of the staff of such reduced grade, which is a salary lower than, but nearest to, the last drawn salary of the staff before the penalty is imposed on him/her.

54. PARTICULARS OF OFFENCE AND PUNISHMENT TO BE RECORDED

Every disciplinary action taken against a staff, which results in a penalty being imposed under these Regulations, shall be recorded in the staff's file by stating the particulars of the offence and the resultant penalty.

55. PROCEDURE FOR CONVENING BOARD OF INQUIRY

The following actions are to be taken on receiving a complaint or allegation against a staff:

- 55.1 When an allegation is received,
 - 55.1.1 In the case of the Secretary General, the Disciplinary Board will institute an inquiry and investigate all allegations
 - 55.1.2 In the case of Heads of Departments and other staff, the Service Director is to institute an inquiry and investigate all allegations and submit his/her report to the Chairman of Disciplinary Board
- 55.2 If Chairman of the Disciplinary Board is not satisfied with the report, he/she will order the Secretary General to make inquiry.
- 55.3 Head of Personnel and Administration or other officer appointed by the Board, will act as Recording Secretary.
- 55.4 After the Inquiry the Board will make its decision on the case meted out any punishment except dismissal, which will be reported to the National Administration and Personnel Committee/ Branch Committee.
- 55.5 Head of Personnel and Administration will record decision of the National Administration and Personnel Committee and complete the administrative action as decided.
- 55.6 Procedures at Branch/Chapter level shall be at the discretion of the branch Committee

56. APPEAL

A staff aggrieved by the decision of the Disciplinary Board may appeal against such decision to the National Management Committee/Branch Committee and the decision of the National Management Committee/Branch Committee shall be final.

OTHERS

57. OUTSIDE EMPLOYMENT

- 57.1 Save in so far as he/she is required in the course of his/her duty or is expressly authorized by the Secretary General to do so or the Branch Chairman as the case may be, a staff shall not:
- 57.1.1 Take part directly or indirectly in the management or proceedings of any commercial, agricultural or industrial undertakings;
 - 57.1.2 Undertake for reward any work for any institution, company, firm or private individual;
 - 57.1.3 As an expert, furnish any report or give expert evidence, whether gratuitously or for reward; or
 - 57.1.4 Function as an executor, administrator or receiver.
- 57.2 Notwithstanding the provisions of sub-article 57.1, a staff may apply for written permission from the National Administration and Personnel Committee to undertake specific services for outside employment mentioned in sub-article 57.1. This is for the benefit of himself/herself or his/her close relatives or for any non-profitable making body of which he/she is an office bearer.
- 57.3 In considering whether or not permission should be granted, the National Administration and personnel Committee shall have regard the code of conduct laid down in sub-article 48.4 and, in particular, shall ensure that the outside employment:
- 57.3.1 Shall not take place during office hours and during such times as when the staff is required to perform his/her official duties,
 - 57.3.2 Does not in any way tend to impair the staff's usefulness as an employee; and
 - 57.3.3 Does not in any way tend to conflict with the Society's interest or be inconsistent with the staff's position as an employee of the Society.
- 57.4 Save in so far as it may otherwise be prescribed, all sums received by a staff by way or remuneration for rendering any of the services mentioned in sub-article 36.1 shall be paid into the Society's account pending its decision as to the amount, if any, which may be paid personally to the staff concerned.

58. DRESS

58.1 A staff on duty shall always be properly dressed in such a manner as may be specified by the Society through directives issued from time to time.

58.2 In cases where a staff is required to use uniform, the regulations in the Society's Handbook No. 5 should be followed.

59. DRUGS

59.1 A staff shall not use or consume (except for medical purposes as may be prescribed by Registered Medical Practitioner) or abuse or be dependent on dangerous drugs.

59.2 The service of a staff who is certified by a Registered Medical Practitioner as using, consuming (other than for medical purposes), abusing or as being addicted to dangerous drugs in contravention of sub-article 48.1 will have his services terminated.

59.3 For the purpose of this regulation, "dangerous drugs" means any drugs or substance which is specified in the First Schedule of the Dangerous Drug Act of 1952.

60. PUBLICATION OF BOOKS ETC.

A staff shall not publish or write or edit any books, article or other works, which is based on the official information of the Society except with approval of the National Administration and Personnel Committee.

61. MAKING PUBLIC STATEMENTS

61.1 A staff shall not make any statements to the Press or members of the Press, broadcast or publish any communication concerning the Society without the consent of the National Executive Board in accordance with the MRCS Constitution.

61.2 Notwithstanding the provision of sub-article 61.1 a staff shall not, either orally or in writing or in any other manner, make any public statement that is detrimental to any policy, programme or decision of the Society that which may embarrass the Society, or make any comments on the disadvantages or disadvantages of any policy, programme or decision of the Society, or circulate any statement, whether made by him or by other person.

- 61.3 Sub-article 61.2 shall not apply to any statement made or circulated where the contents of such statement had been approved by the Principal Office Bearers, or the Chairmen of National Committees, or the Secretary General under sub-article 61.1
- 61.4 For the purpose of this regulation, “public statement” includes any statement or comment made to the press or to the public or in the course of any public lecture or speech or in any broadcast by sound or vision or both.

*Handbok (4) svc regulation (as at 12.2 2004)
(amended 2nd meeting with branches 16.4.2004)
(as at Jan 2006)*

GROUP HOSPITAL & SURGICAL INSURANCE

COVER:

Reimbursement of hospital & surgical charges arising from hospital confinement or surgery on account of sickness, disease or accident.

BENEFIT:

As per Schedule attached (varies from one Insurance company to another)

EXTENSIONS:

- * Automatic Additions & Deletion
- * Follow-up treatment (within 31 days of discharged from the hospital)
- * Accidental Miscarriage (RM50)
- * Emergency Outpatient Treatment (Accident)
- * Special Consultation Without Hospitalization (must be referred by GP)
- * 500 (Medical Report Waived for Claims below RM existing employees above 65 are covered as declared to insurer)

AGE LIMITS: 65th birthday of employees.

IMPORTANT EXCLUSION:

: It is important that you fully aware of all Exclusion under the Policy. Please refer to the Policy for these Exclusion. Some of these Exclusions are:

- * Maternity
- * Dental & Optical treatment unless directly caused by illness, disease or accident
- * Expenses, unless in excess thereof, claimable under the Workmen's Compensation Insurance or SOCSO
- * Flying except as passengers in a commercial scheduled airline.
- * Steeple Chasing, polo, motor-racing or mountaineering.
- * Outpatient Treatment not necessitated by surgery or accident.
- * Pre existing condition.

WARRANTY:

Premium Warranty (Premium must be paid within 60 days from the effective date of the insurance automatically canceled)

SCHEDULE OF BENEFITS
(Maximum per disability)

The Schedule of Benefits provided below is for anyone illness or injury, which requires hospitalization or surgical treatment.

<u>BENEFITS:</u>	<u>Group 1</u> <u>BM130</u>	<u>Group 2</u> <u>BM 110</u>	<u>Group 3</u> <u>BM 60</u>	<u>Group 4</u> <u>BM 45</u>
<u>HOSPITAL SERVICES</u>				
a) Daily Hospital Room and Board (up to 45 days) & (up to 75 days GH)	130	100	65	45
b) Intensive Care Unit (Maximum 15 days)	250	200	200	100
c) Hospital Services and Supplies	2500	2000	1500	1250
d) Operating Theater	30% of Eligible Surgeon's Fee Reimbursed			
<u>PROFESSIONAL SERVICES</u>				
a) Daily in-Hospital Physician's Visits (maximum 45 days)	65	60	50	45
b) Surgeon's Fees (minor)	4000	3500	3000	2000
c) Surgeon's Fees (major)	5000	5000	4000	4000
d) Anesthetist Fee	30% of Eligible Surgeon's Fee Reimbursed			
<u>DIAGNOSTIC SERVICES</u>				
a) Pre-Hospitalization Diagnostic Service	400	300	250	200
b) Pre-Surgical Diagnostic Services	400	300	250	200
c) Post Hospitalization Treatment	100	100	100	100
d) Specialist Consultation without Hospitalization	150	125	100	100
<u>EMERGENCY OUTPATIENT SERVICES</u>				
a) Emergency Outpatient Treatment (Accident)	2500	2000	1500	1250
b) Ambulance Fee	200	200	200	200
<u>SPECIAL IN HOSPITAL ALLOWANCE</u>				
Government Hospital Cash Allowance (per day, 45 days)	40	35	25	20

PERSATUAN BULAN SABIT MERAH MALAYSIA
(Malaysian Red Crescent Society)

(*SEDIAKAN DALAM 3 SALINAN*)

BORANG TUGASAN LUAR

Nama :

Jawatan :

Bahagian :

Tugasan :

.....

Tarikh Tugasan (mula): hingga

Tempat Bertugas :

Tarikh : (Tandatangan Pemohon):.....

(Sila kepilkan surat yang berkaitan dengan tugas yang dinyatakan)

(Sokongan Pengurus Bahagian)

Disokong/Tidak disokong

.....

Nama :

Tarikh :

(Kelulusan Pengarah/Setiausaha Agung)

DILULUSKAN / TIDAK DILULUSKAN

.....
(PENGARAH BAHAGIAN)

.....
(SETIAUSAHA AGUNG)

Tarikh :

Tarikh :

**PERSATUAN BULAN SABIT MERAH MALAYSIA
(Malaysian Red Crescent Society)**

BORANG PERMOHONAN CUTI

Nama:		Jawatan:		Bahagian:	
Mohon Bercuti untuk:		(jumlah hari) daripada:		hingga:	
Sebab Untuk Bercuti:					
Alamat Bercuti:					
No. Telefon Bimbit :			No. Telefon Rumah :		
Tandatangan Pemohon:			Tarikh:		
Hak Bercuti	Tahun	Bilangan Hari yang berhak:	Jumlah Cuti yang diambil	Baki (hari)	Catatan:
Disahkan oleh Pejabat Perjawatan & Pentadbiran					
JENIS CUTI	TAHUNAN	KECEMASAN	TANPA GAJI	TANPA REKOD (bagi menggantikan)	
Tarikh : <div style="text-align: right;">..... Tandatangan Pengurus Pentadbiran</div>					
DISOKONG/TIDAK DISOKONG DILULUSKAN/TIDAK DILULUSKAN					
Tandatangan PENGURUS BAHAGIAN Tarikh :		/	Tandatangan PENGARAH BAHAGIAN Tarikh :		
SETIAUSAHA AGUNG DILULUSKAN / TIDAK DILULUSKAN					
TANDATANGAN:.....			TARIKH.....		

GROUP HOSPITAL & SURGICAL INSURANCE

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AGE LIMITS: 65th birthday of employees.

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<u>EMERGENCY OUTPATIENT SERVICES</u>				
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b) Ambulance Fee	200	200	200	200
<u>SPECIAL IN HOSPITAL ALLOWANCE</u>				
Government Hospital Cash Allowance (per day, 45 days)	40	35	25	20