

Collective Agreement

2014-2016

for the

Managerial, Clerical & Non-Clerical Categories

between



APS Bank Limited

and



Malta Union of Bank Employees

1. Preamble

- a) The Bank and the Union agree that a stable, peaceful and harmonious relationship between the Bank and the Union is mutually desirable in order that:
- i. Industrial unrest, which may well result in financial loss both to employees and the Bank, may be avoided; and
 - ii. The prosperity, welfare and the speedy and efficient operation of the undertaking may be promoted in the best interests of both the employees and the Bank.

The Bank and the Union agree that the employees have a right to preserve and improve standards of living and to a just reward for their work.

The Bank and the Union enter into this Agreement and bind themselves to comply with its provisions and to co-operate in all good faith to uphold the principles embodied therein.

Nothing contained in this Agreement can be changed without the written consent of both parties.

- b) The parties to this Agreement - meeting together in free and voluntary association, to determine and afterwards to regulate the relations between them, in the interests of mutual understanding and cooperation - have agreed to the following clauses forming part of this Agreement.

2. Definitions

In this Agreement, the terms shown hereunder shall have the following meaning:

Agreement

The Collective Agreement entered into on 11th April 2014 between APS Bank Limited and the Malta Union of Bank Employees.

Bank

APS Bank Limited.

Clerical Category

Employees in the Supervisor (Senior Officer), Signatory Clerk (Officer), Clerk and Administrative Support grades.

Employee(s)

Person(s) engaged on an indefinite contract of service with the Bank in the categories of staff falling under this Agreement and which are the Bank employees belonging to the Managerial, Clerical and Non-Clerical Categories.

Executive Category

Chief Executive Officer (CEO) and Heads of Division.

Key-Time Employees

Key-Time employees are defined as those employees, working up to thirty-four (34) hours per week on an agreed schedule.

Management

Represented by the CEO and/or Heads of Division.

Managerial Category

Senior Managers, Managers II and Managers I.

Non-Clerical Category

All other employees that are not specified above, including Messengers, Charwomen and Tradesmen.

Normal Retirement Age

Retirement age as defined by legislation.

Union

Malta Union of Bank Employees.

3. Recognition and Scope

The Bank recognises the Union as the sole and exclusive bargaining agency for the managerial, clerical and non-clerical categories of employees.

The Bank shall reserve the right to withdraw recognition for these categories of employees if the fully paid membership of the Union should fall below 50% plus one of the number of employees in each category registered in the books of the Bank.

It is agreed and understood between the parties that this agreement is limited to and embraces only such matters as are specifically set forth in it and supersedes all previous collective agreements and existing individual contracts of employment.

4. Duration

This Agreement shall have effect from 1st January 2014 and shall remain in effect until 31st December 2016. The Bank and the Union agree to engage in discussions if at any time before 31st December 2016 legislation relating to compulsory occupational pensions, which could have a significant impact on the Bank's payroll and/or the employees' salaries, is enacted. Meanwhile, the Bank and the Union also agree to engage in discussions on the allocation of/part of a staff member's profit sharing bonus to a pension fund if at any time before 31st December 2016 legislation relating to voluntary pensions is enacted and tax incentives are established.

At any time during 2016, either party may give notice in writing expressing its wish that this Agreement remains in force for a definite period and/or its intention to negotiate a new one. In the latter case, both parties shall engage in discussions on the terms and conditions of a new collective agreement.

During negotiations, and until a new collective agreement is signed, the contents of this Agreement shall remain in force.

In case that no notice for revision is made the contents of this Agreement shall remain in force for an indefinite period or until notice is finally given and a new collective agreement eventually signed.

5. Subject Matter

This Agreement, reached between the Bank and the Union, stipulates the terms and conditions of employment, which shall apply to the employees of the Bank covered by this Agreement.

If, during the currency of this Agreement, the Union shall for any reason, cease to represent the majority of the employees as specified above, the obligations undertaken by both parties by virtue of this Agreement shall not thereby be affected.

If, during the currency of this Agreement, all or any of the Bank's employees not belonging to the Union, form another union or amalgamate with another labour organisation, such a change or

similar move will not be deemed to affect in any way the employees' or the Bank's undertaking throughout this Agreement.

If during the currency of this Agreement, the Bank is amalgamated, reconstructed, taken over, nationalized or changed in any way, such a change will not be deemed to adversely effect in any way the employees' or the employer's undertaking through this Agreement.

6. Masculine/Feminine

Throughout this Agreement, unless specifically stated, the masculine shall include the feminine.

7. Management of Business

The management of the business in general and the operation of the Bank and the authority to execute all the various duties, functions and responsibilities incidental thereto, is vested in the Bank. The exercise of such authority shall not conflict with this Agreement.

8. Union Security and Functions

The Bank hereby agrees to accord all the necessary facilities to the accredited representatives of the Union to carry out their *bona fide* Trade Union activities and to allow to each member of the Group Committee up to 150 hours each (not to exceed in the aggregate 600 hours) and to the President and/or General Secretary of the Union any number of hours as may be required to be availed of from their working time per year. Such time is to be utilised for Trade Union activities.

The Bank agrees to allocate Notice Boards to the Union in each Branch/Office Mess and whenever possible to help in the distribution of Union Circulars to Union members. Where branch mail is to be used this is subject to approval of contents by the CEO or his indicated substitute, which approval should not be unreasonably withheld.

The Union agrees to notify the Bank of the names of the members of the Group Committee and any other duly accredited representatives and to keep this information up to date.

It is mutually agreed that employees shall not be intimidated, threatened or coerced in any manner on Union matters. No Union activity shall be engaged in during Bank time and/or on the Bank's property - other than by the duly accredited representatives utilising their time allocation - except with the prior permission of the Management, which permission should not be unreasonably withheld.

A maximum of six (6) working days per annum may be availed of collectively by Group Committee Members or their substitutes upon written request by the Union for Trade Union Seminars, etc subject to the exigencies of the service.

The Bank agrees to grant special leave with pay to Union officials to represent Malta abroad in Trade Union Seminars, meetings, etc, subject to the exigencies of the service.

Proof of such seminars will be required to be presented to the Bank prior to departure. Such permissions shall not be unreasonably withheld. On attendance of these seminars a report is to be submitted by the employee to the Human Resources Unit and inserted in his personal file and training record inserted on the Bank's system. However this is subject to agreement between the Union and the Bank depending on the nature and confidentiality of the seminar.

9. Unofficial Industrial Action

The Bank and the Union agree that unofficial industrial actions are detrimental to both the Bank and the Union and as such are not to be supported. It is further agreed that any employee who organises and/or takes part in any unofficial industrial action shall be liable to disciplinary action.

10. Settlement of Differences / Disputes

a) Status Quo:

It is agreed that in the event of any arising differences which cannot immediately be disposed of, an earnest effort will be made to settle the matter amicably. Whatever practice or agreement existed prior to the difference shall continue to operate pending a settlement or until the agreed procedure has been exhausted.

b) Interpretation of Collective Agreement Procedure:

In the case of a dispute arising between the Bank and the Union, on any matter concerning the interpretation or application of or compliance with the provisions of this Agreement, at the request of either party, the Bank and the Union shall meet to discuss the dispute within forty-eight (48) hours of such a dispute arising. Should no satisfactory settlement be found, all parties shall endeavour to settle such dispute in accordance with Employment and Industrial Relations Act 2002. If the matter is not settled amicably, it may be referred for compulsory settlement as governed by the Employment and Industrial Relations Act 2002.

In cases where industrial action is to be initiated, either party will give twenty-four (24) hours notice in writing; to the CEO, or his substitute or the official responsible for human resources, in the case of the Bank, and the President or General Secretary or their substitute in the case of the Union.

11. Disciplinary and Grievance Board

- a) There shall be a Disciplinary and Grievance Board, consisting of a Chairman and two members which will deal with serious disciplinary offences and cases of grievance.
- b) The Chairman shall be appointed by the Bank from a panel of not less than three (3) independent persons, preferably with a legal background, agreed to between the Bank and the Union and whose appointment shall be for the duration of this Agreement. The two (2) members are to be appointed by the Bank and the Union respectively. Each party is to give details of its appointed member to the other.
- c) The Disciplinary and Grievance Board shall be constituted for the duration of the Agreement and must be prepared to meet at short notice. All efforts shall be made to ensure that cases are dealt with swiftly and consistently.
- d) The Bank and the Union agree to establish clear guidelines for Disciplinary and Grievance Board that shall include clear procedures and deadlines for proceedings to take place.
- e) The Bank and/or the employee have the right to ask for the hearings to be recorded on digital recorder and transcribed accordingly. A copy of the transcript/recording is to be given a few days prior to the next sitting.
- f) No member of the Disciplinary and Grievance Board may disclose to any person, other than in the exercise of his official functions as a member of the Disciplinary and Grievance Board, the contents of any document, communication or information whatsoever, which has come to his notice during the proceedings of the Board. Except for evidence required by the employee to defend his case, the provisions of the Professional Secrecy Act and the right of customers of the Bank to the confidentiality of information must be observed at all times.

12. Grievance Procedure

It is the intention of both parties to this agreement to establish the means for the prompt disposal and amicable settlement of grievances.

Personal / Collective

Any grievance, real or alleged, that may affect all employees or the employees in any one branch/unit, or any category of employees of the Bank, or any individual employee, may be raised by the Union with the Bank. Except in the case of individual grievances the Bank and the Union have a right to request a meeting which, if requested, is to be held within forty-eight (48) hours. If no agreement is reached at this level within fifteen (15) working days, the matter shall, at the written request of the Union, be discussed between the Union and the Bank who will endeavour to reach agreement within fifteen (15) working days, or within a mutually agreed period.

Individual

When an employee considers that he has a justifiable grievance related to the conditions of work or terms of employment, he may attempt to resolve the matter as follows:

- i. As a first step, the employee must raise the matter with his Unit Manager. Should the Unit Manager not be able to settle the grievance satisfactorily, the aggrieved employee should bring the matter, in writing, to the attention of the appropriate Senior Manager and subsequently the relative Head of Division.
- ii. Should the problem remain unresolved, or if the problem is outside the Senior Manager's/Head of Division's sole jurisdiction, the case is to be referred to the CEO or the Human Resources Manager.
- iii. If the grievance is not resolved within a reasonable period, a Union representative shall, at the request of the employee or the employee himself, submit full details to the CEO. The CEO or the Human Resources Manager will review the case and convey the decision to the employee and the Union representative within a reasonable period, which will not normally exceed thirty (30) calendar days.
- iv. The employee shall have the right to appeal from the CEO's decision to the Disciplinary and Grievance Board within seven (7) days. No such right to appeal shall apply to cases where the grievance relates to staff movements and promotions granted before the effective date of this Agreement.
- v. Should the grievance not be settled by the above procedure, the Bank or the Union may take such action according to law as is deemed necessary. The Bank and the Union agree that this is a final course of action and this shall only be resorted to when all other avenues have been exhausted.

Employees who do not answer to Unit Managers, Senior Managers, and/or Heads of Division, can raise such a matter in writing directly to the CEO.

13. Grade Structure

The grade structure for employees covered by this Agreement shall be as follows:

Charwoman, Messenger, Tradesman, Administrative Support, Clerk, Signatory Clerk (Officer), Supervisor (Senior Officer), Manager I, Manager II and Senior Manager.

14. Probationary Period

- a) All employees in the Clerical and Non-Clerical Categories, on engagement, shall be considered to be on probation for a period of not more than six (6) months. All employees in the Managerial Category on engagement shall be considered to be on probation for a period of not more than twelve (12) months.

During the first month of probation, either the Bank or the employee may give the other, one (1) day's notice of intention to terminate employment, thereafter one week's notice or payment in lieu is required.

On the successful completion of the probationary period the said employee is automatically confirmed in his employment.

- b) The employee, during his probationary period, shall be entitled to annual leave and sick leave as per this Collective Agreement.

In the case of a new employee, no vacation leave may be taken in the first month of employment, a maximum of two (2) days can be taken in the second month of employment and a maximum of ten (10) days can be taken during the first six months of probation.

Should an employee under probation require more than two (2) weeks sick leave during this period, the probation period is deemed to be extended by these number of sick leave days beyond the term of probation.

- c) All employees being promoted/appointed to a higher grade in the Clerical and Non-clerical category, will be required to undergo a probationary period of not more than six (6) months. All employees being promoted/appointed to a higher grade into or in the Managerial Category, will be required to undergo a probationary period of not more than twelve (12) months.
- d) No other probation may be imposed. If the Bank is not satisfied with the employee's performance, he will be demoted to the post he occupied previous to the promotion.

15. Filling of Vacancies and Promotions

- i. Vacancies in the lowest clerical grade within the Bank shall be filled after a public call for applications.
- ii. New employees joining the Bank with a Diploma listed in Appendix B (4) may be recruited two notches higher from the Scale 1 of the Clerk grade salary structure.

Following two years service with the Bank, these employees may be upgraded to Scale 1 of the Signatory Clerk (Officer) grade subject to an interview and on the basis of good performance.

- iii. New employees joining the Bank with a degree or above listed in Appendix B (4) may be recruited into Scale 1 of the Signatory Clerk (Officer) grade.
- iv. New employees joining the Bank without having a recognised qualification as per Appendix B (4) will be recruited into Scale 1 of the Clerk grade and after four years of service may be upgraded to Scale 1 of the Signatory Clerk (Officer) grade subject to an interview and on the basis of good performance. This shall not apply when the employee attains a Diploma, when he may be upgraded to Signatory Clerk (Officer) with effect from the date of publication of the result after at least two years service in the Clerk Grade subject to an interview and on the basis of good performance.

However, if a diploma is obtained during the first two years service, the Clerk may be granted the two notches above his present scale till the lapsing of this two years service and on the basis of good performance.

- v. New employees joining the Bank in the Clerk grade without a recognised qualification as per Appendix B (4) but having four or more years experience in Clerk positions or above with other banks, shall after two years of service as Clerk with the Bank be promoted to Scale 1 of the Signatory Clerk (Officer) grade subject to an interview and on the basis of good performance.
- vi. Whenever vacancies up to Senior Manager not covered under 15 (i) arise, they are to be filled by employees in the same grade from within the Bank if candidates with pertinent qualifications and experience are available. If none are identified the Bank will make an internal call for applications. If this is also unsuccessful, such vacancy may be filled from outside the Bank after a public call for applications.
- vii. Employees in the clerk grade who attain a degree in an approved subject as per Appendix B (4) may be upgraded into Scale 1 of the Signatory Clerk (Officer) grade subject to good performance.
- viii. When effecting promotions, the Bank shall be guided by aptitude, experience, merit, qualifications and seniority, not necessarily in that order and not necessarily with equal weighting, depending on the nature of the position.
- ix. Promotions to Supervisor (Senior Officer) are to be made from Signatory Clerk (Officer) who have been employed by the Bank for at least two years in the Signatory Clerk (Officer) grade.
- x. All promotions to the Managerial Category shall be carried out by call for applications and no automatic promotions into this category in terms of section 15 (vii) are applicable.
- xi. Refusal to accept promotions shall not jeopardise in any way an employee's right to future promotions.

If no candidate is found from the external call, the Bank reserves the right to recruit to the position at the next lower grade pending the attainment of an agreed qualification by a date to be established with the employee. If such a decision had to be taken, preference shall be given to bank employees before external candidates. In cases of promotions, where the selected candidate does not meet the full job specifications, the Bank reserves the right to confirm employees in a new position following the attainment of an agreed qualification by a date to be established with the employee. In both cases, consideration will be taken of the length of the course and the employee's particular circumstances and may be financed through the Bank's Professional Training Scheme. The Bank shall inform the Union if such arrangements have been made with the employee.

16. Seniority

For the purpose of reckoning length of service where demotions, redundancies, vacation leave and/or promotions are concerned, length of service in a particular grade will be determined by the criteria of the date of first appointment to that grade.

All things being equal, service in the Bank (including service with the Apostleship of Prayer Savings Bank) will apply subject to the rules of break in service as set out below:

- i. Previous service in a higher or equivalent grade counts towards service in a lower grade.
- ii. When an employee is retained by the Bank on unpaid leave by virtue of sickness, injury or any other cause that may be deemed justifiable by the Bank, such period of absence shall not be deducted for the purpose of reckoning his total length of service and seniority. This

period of unpaid leave shall however be excluded when calculating the length of service for promotions.

- iii. Service with the Bank will be regarded as forfeited when employment has been interrupted by the employee's voluntary resignation.

17. Demotions and Redundancies

- a) In declaring redundancies and/or making demotions in a particular grade due to curtailment or lack of work, the employees having the least seniority in that grade will be offered a post in the next lower grade and will be placed in the top notch of the seniority list of the lower grade where this is applicable.

In the case of the employees in the lowest grade(s) covered by this Agreement, only the principle of last in/first out in the Bank shall apply.

Demoted employees shall, however, be automatically reinstated in their former post/grade in the event that such post/grade is re-established provided their efficiency and conduct remained satisfactory.

Before adopting the above measures the Bank will explore all possibilities of alternative work and apply also incentives for early retirement.

- b) In the case of employees who are promoted on condition of attaining an agreed qualification and who have failed to attain such qualification within the agreed term, the Bank reserves the right, on the basis of their performance, to either (i) demote the employee to the next lower grade or (ii) extend the term for the attainment of the qualification under the same conditions. In the case of employees who have attained their position on this condition as external candidates, the Bank reserves the right, on the basis of the performance, to either demote the employee to the next lower grade or terminate employment as per Clause 18 below.

18. Resignation or Termination of Employment

On completion of their probationary period all employees shall be considered to have the following period of notice for termination of employment:

- a) for more than one (1) month but not more than six (6) months - one (1) week clear notice;
- b) for more than six (6) months but not more than two (2) years service - two (2) weeks clear notice;
- c) for more than two (2) years but not more than four (4) years' service - four (4) weeks clear notice;
- d) for more than four (4) years but not more than seven (7) years service - eight (8) weeks clear notice;
- e) for more than seven (7) years, an additional one (1) week for every subsequent year of service up to a maximum of twelve (12) weeks;
- f) or such longer periods as may be agreed by the employer and employee in the case of technical, administrative, executive or managerial posts.

In cases of termination of employment for reasons other than instant or summary dismissal, the Bank shall give not less than the notice required in accordance with the periods mentioned above, or pay in lieu thereof.

Similarly, all employees wishing to resign from the Bank's employment, shall give, in writing not less than the notice periods mentioned above. In the event that an employee fails to give appropriate notice, he shall be liable to refund the Bank monies prescribed by law. This, currently stipulates a sum equal to one half (1/2) of the pay that he would have received in respect of the appropriate period.

The period of notice shall begin to apply from the working day next following the day on which notice is given.

Garden Leave

This applies to any notice period. The Bank shall be under no obligation to provide the employee with any work and may at any time require the employee to stop carrying out his duties and to no longer attend his place of work, or contact any other employees, offices, officers, customers or clients of the Bank for the duration of the notice period. Alternatively, the Bank may provide the employee with work of a different nature to that which he would normally perform under his contract of employment / job description, and at a different location, during the notice period.

During any such period the employee will continue to be bound by the terms and conditions of his contract of employment and he will receive pay and any appropriate benefits relative to his grade and post in the normal way. The employee will not accrue any incentive payment in respect of any period when he is not required to attend work.

If the employee has any accrued, but unutilised leave, he will be deemed to have taken this during any such period when he is not in attendance at work, provided that the employee is not carrying out any work on behalf of the Bank during such period.

The Union should be consulted when such agreements are offered.

19. Terminal Benefits

In cases of termination of employment by the Bank for reasons of redundancy or justified abolition of posts or transfer of business, or by way of merger, take over or otherwise, the Bank shall pay the discharged employee a gratuity equal to one (1) month's basic salary for each completed year of service with the Bank and *pro rata* for any part thereof. This is in addition to any pension or other benefits an employee might be entitled to.

The same gratuity, with a minimum of three (3) years salary shall also be due to an employee whose termination of employment is declared unjust by the competent tribunal according to law unless reinstated in his previous post.

20. Re-Employment

When the Bank is adding to its labour force, it will offer employment in any particular grade in the first place to its former employees who had been discharged due to curtailment or lack of work provided that the employee(s) concerned had been discharged for a period not exceeding two (2) years. However such a break in employment does not count towards length of service. Employees who had terminated their employment out of their own volition will lose any claim for re-employment, but if they are re-employed, they will lose all seniority and length of service and may start with the minimum pay of the grade at which they are re-employed. This grade shall not be higher than that in which they were formerly employed unless in consultation with the Union.

21. Flexibility

- a) It is recognised that it will be for the ultimate benefit of the employees and the Bank that the former be utilised efficiently and flexibly to meet the exigencies of the service.
- b) Flexibility for all categories is permissible when this is feasible, reasonable and in conformity with the Bank's rules and practices.
- c) Flexibility of managerial and clerical category shall not go below the clerical grade category.

22. Secondments to a Subsidiary

Employees may be seconded to any one of the Bank's subsidiaries in accordance with the exigencies of the service. During their period of secondment, employees will not suffer any loss of seniority or status and will carry with them all their rights and obligations. The Union shall be advised and a call for applications agreed to by Union and Management will be made.

23. Service Abroad

Employees may be required to serve the Bank temporarily abroad as may be decided by the Bank provided that the term of service does not exceed six (6) months. By consent the term of service will be as agreed between the employee and the Bank.

Allowances, accommodation, means of travel, etc shall be those as per Bank policy enforced at the time. The Union will be advised regarding all the relevant details prior to implementation.

24. Engagement in Other Work

- a) Every employee must devote his normal working time to the service of the Bank.
- b) Any employee wishing to undertake remunerative work outside working hours must obtain the Bank's prior written authority; such authority shall not be unreasonably withheld. This decision shall be communicated to the employee concerned with the least delay.
- c) If this activity is, in the opinion of the Bank, in conflict with the interest of the Bank or the employee's duties, past or present, authority will be withheld. Conflict of interest shall also include situations where it is felt that the extent of this commitment may hamper the employee's performance during the normal working day.
- d) Any non-remunerative activity undertaken by an employee that may be connected with present or past duties in the Bank, can only be undertaken with the Bank's prior written consent.
- e) Cases of breaches of Clauses (b) and (d) may lead to disciplinary action.
- f) Any employee whose spouse is engaged in trade/business has to declare this fact to the Bank at once.
- g) Any employee who engages in other remunerative work without prior written permission may be subject to disciplinary action by the Bank after duly advising the Union. Any employee persisting in breaking the rule will be charged with a Serious Offence.

25. Appraisal Reports

Performance appraisal reports shall be drawn up from time to time for each employee and must be seen and signed by the employee concerned who may add his own comments to the report.

These reports and their frequency shall form an integral part of the performance management system which is to be agreed with the Union. Refer to Appendix D.

26. Other Reports or Documents

Except for investigations carried out by the Bank's Internal Auditors or under prevailing legislation, any other adverse report(s) or memoranda on an employee must be seen and signed by the employee concerned, who shall be entitled to submit a statement, if he so wishes, which will be attached to the report. The employee has to state either that he:

- a) agrees with the contents of the report, or
- b) disagrees with the contents of the report, or
- c) has seen the report.

The employee shall be given a copy of the report.

When the Bank so requests, employees are obliged to submit a written statement.

As far as is reasonably possible, such reports will not be retained on file for a period in excess of five years. This does not apply to reports concerning dishonesty.

Before signing, an employee may request to be assisted by a person of his choice. The Bank's decision is to be communicated in writing to the employee as soon as possible.

No written report on unsatisfactory work or conduct shall be so raised unless it is made within twelve (12) working days of its having been brought to the attention of the Management. This provision does not apply to Reports submitted by the Bank's Internal Auditors.

When transferred to another Unit/Branch/Office, an employee may opt to view his personal file before his actual transfer to the new Unit/Branch/Office.

27. Personal File

Employees may peruse their personal file in the presence of a member of the staff of Human Resources Unit and take any copies required from the file.

28. Code of Conduct

All employees are to respect the Bank's Code of Ethics that is outlined in Appendix E to this document. The Code of Ethics outlines the basic principles of integrity and professionalism that the Bank endorses and seeks to propagate amongst its staff.

Employees in breach of this code shall be subject to disciplinary action.

The Bank shall provide training in professional and banking ethics to make employees aware of its importance in the operation of the Bank. Consistent with the Code of Ethics the following rules shall also apply:

- a) Employees are to serve the Bank honestly, faithfully and diligently, to comply with all orders, rules or regulations made by the Bank from time to time, to account for all monies, securities, vouchers, bills, cheques, title deeds, data, software and other records, instruments or documents which come into their hands as employees of the Bank. They are to conduct themselves in such a way as shall not impair the reputation of the Bank, and not divulge to any unauthorised individual or body of persons at any time during their employment with the Bank or after the termination of their employment, any transactions of the Bank, or of any of

its customers, or any information concerning the business or affairs of the Bank or of any of its customers.

- b) Employees shall not, without the prior written permission of the Bank, act as attorney/agent, borrow or lend money or enter into any guarantee; except in those cases where the employee is acting as an attorney/agent, or borrowing from or lending money to or acting as a guarantor relating to a member of his immediate family (i.e. wife, husband, children and, parents).
- c) Employees who become involved in financial difficulties shall immediately report the matter to the Bank.
- d) Employees shall not without the Bank's prior written permission maintain a current account with any other bank. Until the Bank introduces its own Credit Card facilities, all employees may be asked by the Bank to confirm whether they hold a credit card account with other banks. The Bank may also request members to surrender the relative card once the Bank introduces its own credit card.
- e) Any gift, inducement or benefit from any person, which is likely to influence an employee's judgement or is in conflict with an employee's duties to any customer, may not be accepted.
- f) Employees who become aware of irregularities on the part of other employees, which affect the interests of the Bank, shall immediately inform the Bank of such irregularities.
- g) Employees who become bankrupt or are declared insolvent or enter into arrangements with their creditors may, at the Bank's discretion, have their employment terminated. Employees who have completed their probationary period may overdraw their current account temporarily, but by not more than their monthly salary. Such concession, if abused of, may in individual cases be withdrawn by the Bank.
- h) Employees are to conduct themselves in line with the Code of Ethics outlined in Appendix E.
- i) The Bank may cause employees on duty to be searched for items reported missing, in the presence of a second person of the employee's choice who is a Bank employee and who is readily available. The search may cover the person (in which case a body search shall be carried out by a person of the same gender), personal belongings and vehicle (while on Bank's premises). Such action requires the authority of the CEO or his delegated representative (authority is to be subsequently confirmed in writing), who will inform the President of the Union or in his absence the General Secretary, as may be appropriate.

The Union reserves the right to withdraw its consent to the carrying out of a body search.

Searches in any desk, drawer, locker or receptacle (whether locked or not) which are used by the employee can be conducted at the Bank's discretion in the presence of two Bank employees.

29. Discipline

1) Principles

- a) Employees should comply with the Bank's rules and regulations and with proper standards of performance and behaviour and maintain the highest levels of integrity, both inside and outside the Bank.
- b) In order to maintain proper discipline, the Bank has the right to exercise discipline over all its employees and to take such summary action as set out in Clauses 29(3) and 29(4) below. In carrying out its functions the Bank shall exercise fairness and shall respect the rights of its employees as well as of their Union.

- c) The provisions of the Professional Secrecy Act and the right of customers of the Bank to the confidentiality of information relating to them must be observed at all times, except for evidence required by the accused to defend his case.

2) Nature of Offences

There shall be two levels of offences namely:

- i) Minor Offences
- ii) Serious Offences defined as Gross Misconduct and Misconduct

3) Minor Offences

Minor Offences will be dealt with by the CEO or his accredited representative in the Executive Category. Minor Offences are punishable by disciplinary action ranging from a verbal warning, which may be confirmed in writing, to suspension without pay for not more than three (3) working days.

4) Serious Offences

- a) The following list although not exhaustive shall be considered as *prima facie* Serious Offences:
 - (i) Theft, misappropriation, embezzlement of Bank or customer property.
 - (ii) Forgery of any Bank document.
 - (iii) Unauthorised divulging of Bank confidential information to third parties.
 - (iv) Causing wilful damage to the Bank's property.
 - (v) Abuse and/or misuse of Bank documents, computer data software, records, etc.
 - (vi) Gross negligence in performance of duties.
 - (vii) Insubordination or failure to comply with any lawful and reasonable order of a superior.
 - (viii) Repeated unauthorised and/or unjustified absence from work.
 - (ix) Physical assault, intimidation and harassment.
 - (x) Carrying on of private business during office hours and/or on Bank's premises.
 - (xi) Breaching the Bank's Code of Conduct and Code of Ethics.
 - (xii) Being condemned in a Court of Law for committing a serious criminal act.
- b) Serious Offences may result in suspension without pay, withholding of increment/s, demotion or dismissal as shall be decided by the Disciplinary & Grievance Board. If circumstances so warrant agreement may be reached between the Bank and the Union, to amend the composition of the Disciplinary & Grievance Board prior to the commencement of hearings.
- c) It will be for the Disciplinary & Grievance Board to decide whether an offence should be deemed Gross Misconduct or Misconduct, having regard to all the circumstances of the case, and depending on the magnitude/extent of the offence concerned, depending on the prevailing circumstances.
- d) Penalties for Gross Misconduct may lead to summary suspension followed by eventual dismissal if so decided by the Disciplinary & Grievance Board.
- e) Penalties for Misconduct will not lead to dismissal but may carry a maximum fine not exceeding the equivalent of three (3) months' salary.

5) Disciplinary Procedure

- a) In all disciplinary cases, except as specifically referred to in Clause 5(b) the employee is to be issued with a specific charge in writing within thirty (30) calendar days from the date of the reporting of the alleged breach. The employee will acknowledge receipt of such letter of charge.

- b) Notwithstanding the provisions of Clause 5(a) above, the Bank and the Union hereby agree that in the cases of Serious Offences where the investigative report is submitted on a date beyond 30 calendar days due to circumstances beyond the control of the Bank, resulting in such a charge not being raised within the prescribed period, the Bank would still have the right to issue a charge leading to disciplinary procedure without there being any prescription in terms of Clause 5(a) above to exonerate guilt and/or dismiss the case.
- c) An employee may be suspended by the Bank, during the course of investigation and/or disciplinary proceedings and/or criminal proceedings if his retention, in the Bank's opinion, is in conflict with his duties and responsibilities in the Bank. During the period of suspension (which unless there be criminal proceedings against him shall not exceed six (6) months) the employee shall receive at least half (1/2) his salary.
- d) It is also understood that the investigations are an absolute priority and the Bank commits itself that such resources shall be dedicated as is necessary in cases that could possibly lead to disciplinary action.
- e) The employee should inform the Bank in writing within thirty (30) calendar days of the receipt of the charge, stating whether he accepts the charge or not. If no reply is received within the stipulated time, it would be considered that the charge has been accepted uncontested. If the charge is accepted, the Bank will refer all documentation to the Disciplinary and Grievance Board to establish the disciplinary action to be taken.
- f) The employee will be given the opportunity to defend himself and to be assisted by persons of his choice. The Bank shall be represented by Bank officials and/or other persons of its choice.
- g) Both the Bank and the employee reserve the right to request any information, documentation or to call any person to give evidence during the hearing of the charge.
- h) Such disciplinary measures do not prejudice the right of legal action which the Bank and/or the employee may initiate to safeguard its/his interests.

6) Remedial Action

- a) If after the investigation no action is taken against the employee or if such action is taken the employee is found to be not guilty of what he was suspended and charged for, he will be fully reinstated in his former post. Any monies deducted and any legal expenses incurred will be fully reimbursed together with any vacation leave due to him.

If in any case where an employee is found guilty of the charge made against him but he is not discharged by the Bank, the Bank will reimburse him the difference between the emoluments retained as aforesaid and any penalty awarded.

7) General

- a) If action is deemed appropriate, disciplinary proceedings are to commence with all possible haste, but in no case are to protract beyond:
 - i. six (6) months for Gross Misconduct
 - ii. three (3) months for Misconduct and Minor Offences unless both parties (i.e. the Bank and the Union) agree that an extension is necessary in the better interest of justice.
- b) If an employee submits his resignation that has been accepted by the Bank, and a case of discipline emerges during the notice period, he shall be deemed to be no longer an

employee of the Bank and hence, not covered by the Agreement. In such cases, the Bank reserves the right to pursue the issue using the normal legal channels.

30. Salaries

The grades and salary scales, are shown in Appendix C.

Except for special justifiable reasons, all employees will have their salary credited to their respective current account with the Bank before the end of each month.

Increments, subject to Clause 32 below, are to be granted in June of each year (with effect from January of the same year and following the completion of the previous year's performance management programme), subject to completion of one year of service in the current grade unless postponed for reasons specified in Clause 47 - Special Leave Without Pay.

The minimum salaries and remuneration benefits that shall be paid to staff in Executive Grades shall not be less than the maximum salary and remuneration benefits of a Senior Manager.

31. Cost of Living

Notwithstanding any provision contained in this Agreement, the Bank will give its employees any cost of living increases granted by Government to its personnel as from 1st January 2014.

Moreover, any such increases will be reflected in the salary scales of all employees where applicable, which will be adjusted accordingly.

The date of implementation of any increases will be the same as determined by Government for its personnel.

32. Salary Adjustments on Promotion and Upgrading

On promotion or upgrading (as defined in Clause 15), employees on the maximum of their current grade will receive the minimum salary of the next higher grade as long as this is higher than their current salary. In cases where the current salary exceeds the minimum of the new grade, the employee will earn a salary increase equivalent to the annual percentage increase of the new grade established by the Agreement for that year, plus any sum required to fit exactly in a notch of the new scale; whichever is the higher, provided that the maximum salary of the new grade shall not be exceeded.

33. Profit Sharing Scheme

A bonus, depending on the Bank's performance, will be distributed to employees according to a framework which is explained in a side agreement.

34. Substitution Pay

Any substitution of an employee by an employee of a lower grade, is to be authorised by the CEO or his accredited representative, prior to the commencement of the substitution period.

- a) In the cases of employees performing the duties of:
 - i. The next higher grade - but one: Payment shall be made for the number of days substituted.

- ii. The next higher grade: Payment shall be effected after an aggregate of three days have been performed by the employee.
- b) When an employee interrupts his substitution duty for any reason, no payment is to be made for the period when he did not actually perform substitution duties.
- c) Any authorised substitution is normally to be performed by the employee in the branch/ unit in the grade closest to that of the employee being substituted. When there is more than one employee in that grade, the CEO or his accredited representative will decide who is to be the substitute.
- d) When an employee is designated to carry out the full duties of another employee in a higher grade, he shall be entitled to the minimum pay of the grade he will be substituting, or the next higher point of his scale, whichever is the most favourable. When an employee is on the maximum pay of his grade, he will be entitled to the next higher point of the grade he is substituting.

35. Allowances and Grants

- a) Allowances and grants as may be revised in agreement with the Union from time to time will be paid to all eligible employees.
- b) The Bank, at its discretion, may approve a grant in respect of any other diploma or degree not listed in Appendix B (4).

36. Academic Qualifications and Allowances

- a) Allowances to be paid to holders of the approved academic qualifications in Appendix B (4) are detailed in the same Appendix. Details of all courses that are not covered under the Professional Training Scheme, should be submitted to the Human Resources Unit to obtain the approval for the eligibility of the allowance before commencing such qualification. As from 31st October 2011, employees who apply for and are granted a new study loan under the Professional Training Scheme will not be entitled to the related allowance until the said loan is cleared.
- b) The Bank, at its discretion, may approve an annual allowance in respect of any other diploma or degree.
- c) Any employee who obtains more than one of the diplomas or degrees in Appendix B (4) will only qualify for one annual allowance.

37. Hours of Work

- a) The hours of work as per Appendix A shall not exceed forty (40) hours per week. Schedules may vary according to the exigencies of work after consultation with the Union.
- b) Every year the Bank will consider requests from staff members to work on reduced hours basis. Concessions will only be granted depending on the Bank's exigencies.

38. Time Recording and Lateness

- a) All employees in all grades must record their actual time of arrival at their place of work. Before leaving their place of work they must record the actual time of departure.
- b) Any lateness should be explained to the Head of Division or his accredited representative, who may authorise lateness if a justifiable reason can be given.

- c) Any employee reporting for work up to fifteen (15) minutes late, shall not have any pay deducted in respect of his late coming. However, if the employee is more than fifteen (15) minutes but less than sixty (60) minutes late, his salary may be reduced *pro rata*.
- d) The Bank may suspend, for the rest of the day, any employee who presents himself for work more than sixty (60) minutes late. Alternatively, if the Bank decided not to suspend the employee, a proportionate amount will be deducted from his salary and calculated to the nearest quarter hour.
- e) Any employee reported absent from his place of work during working hours without permission, or without proper justification, will have a proportionate amount deducted from his salary and calculated to the nearest quarter hour.
- f) The fines mentioned in paragraphs (c), (d) and (e) shall be deducted from the employee's subsequent month's salary.
- g) Any employee who is persistently late for work and/or repeatedly absent from his place of work without permission or proper justification, will be subject to disciplinary action, apart from the fines mentioned in paragraphs (c), (d) and (e).
- h) If the employee wishes to make any representation regarding any such disciplinary action, he may present his case to the Management in writing.

39. Overtime

The provisions of this clause apply to employees in the Clerical and Non-Clerical Categories only.

The Bank and the Union agree that working of overtime as a policy should be avoided but they consider that all work performed before or after the employee's scheduled time-table as per Appendix A or shift duty on roster basis, is deemed to be overtime unless an allowance is applicable in lieu of overtime.

- a) Employees are expected to work overtime when in the Bank's opinion circumstances so necessitate.

Where overtime is required to update back-log of work one (1) day notice must be given.

- b) Management may exempt an employee from working overtime for a valid reason.
- c) Overtime should be paid for actual time worked except that the employee's monthly total will be rounded up to the nearest quarter of an hour.
- d) Overtime will be paid at the following rates:

Monday to Saturday	at basic hourly rate x 1.5 for each hour worked
Sundays	at basic hourly rate x 2 for each hour worked
Public Holidays	at basic hourly rate x 3 for each hour worked

Basic rate shall be basic weekly wage divided by 40.

Payment for overtime on Sundays and Public Holidays is subject to a minimum of an ordinary working day's pay.

- e) Any employee who is required to work outside normal working hours and called from a place outside the Bank will be paid a minimum of two (2) hours overtime at double rate time.

In those cases where any employee who is required to work outside normal working hours, called from a place outside the Bank and is required to work after 7.30 p.m., a minimum payment of 4 hours at double time rate will be made.

If any employee who is required to work outside normal working hours, called from a place outside the Bank and is called to work on a Public Holiday, overtime at basic hourly rate x 3 for each hour worked will be paid as above.

However no payment will be made if it results that there was contributory default or negligence on the part of the employee concerned.

- f) When employees are required to continue working beyond midnight they shall be paid at double time for the period worked after midnight.
- g) The Bank shall provide transport outside the normal public transport schedule for employees to return home from their place of work.
- h) If more than three (3) hours overtime are worked at a stretch, employees are entitled to fifteen (15) minutes break with pay.
- i) No employee is obliged to work more than twenty five hours overtime in any calendar month.
- j) Subject to clause (k) below, all employees attending local courses/seminars at the Bank's request, that run after office hours, shall be entitled to overtime pay or time off in lieu *pro rata* at time and a half, if such hours exceed the normal working hours over that period.
- k) Clause (j) above does not apply to courses of training not directly related to the Bank's main line of business such as general courses organised by the Chamber of Commerce, MUS, Industrial Relations Courses and similar courses or any courses supported under the Bank's Professional Training Scheme. Clause (j) above applies to normal courses of training relating to the Bank's line of work and shall include Accounts, Foreign Exchange, Cash, the Prevention of Money Laundering, Security, Executive Secretary, SWIFT and compliance with CBM/MFSA regulations and legislations.
- l) Any extra hours worked by staff members who are on reduced hour basis, will be paid at the agreed hourly rate. However, if the number of working hours exceeds 40hrs per week, the extra hours will be paid at normal overtime rate.
- m) Staff members in the clerical and non-clerical category may opt for time off in lieu instead of being paid overtime. In such cases it will be up to the Bank to decide, at its sole discretion.

40. Annual Leave

- a) Leave entitlement is to be utilised in hours, in accordance with the current legislation. The entitlement as per legislation is equivalent to 192 hours for those employees working 40 hours per week. Vacation leave entitlement will be calculated on a pro rata basis according to the working hours per week.
- b) Employees working 40 hours per week are entitled to annual vacation leave as follows:
 - i.

Basic Entitlement	192 hours
Collective Agreement	8 hours
Additional Entitlement	20 hours
Total entitlement for the year	220 hours
 - ii. More than 5 years service up to 10 years service: 8 hours more than (i) above
 - iii. More than 10 to 15 years service: 8 hours more than (ii) above

- iv. More than 15 years service: 8 hours more than (iii) above

Note: Vacation leave of new entrants while on probation is to be calculated as follows:

- c) Two days per month during first six (6) months after their engagement. Thereafter, for the period from the date of engagement until end of calendar year in which the probationary period is completed, a figure proportionate to their vacation leave less the days already taken during the probationary period.
- d) The Leave Year is from 1st January to 31st December of each year.
- e) Employees who fall sick during vacation leave and who produce a medical certificate shall be entitled to claim vacation leave in lieu to cover such certified period of sickness and such leave in lieu shall be granted by the Bank in accordance with the exigencies of the service. In case when sick leave occurs in Malta, the normal sick leave procedure as detailed in Clause 43 shall also apply.
- f) Vacation Leave entitlement may not be carried forward from one calendar year to another, unless the employee has been precluded from utilising his leave owing to the requirements of the Bank, or in special circumstances, and he is authorised to do so in writing by Management.
- g) Should an employee because of the exigencies of the Bank be unable to avail himself of all of his annual vacation leave entitlement by the first quarter of the following year, he may be compensated by one day's pay for each day unavailed of. By the end of January, employees who have outstanding leave are to inform the Human Resources Unit in writing who shall reply within fifteen (15) days.
- h) A minimum of 1hour can be availed of by any employee during the morning or afternoon. However, vacation leave authorisation is always at the discretion of the manager.
- i) Service for the purpose of this Clause includes service with the Apostleship of Prayer Savings Bank.
- j) Bank Holidays are subject to the Regulator's approval and consistent with general banking practice on which days the Bank shall close for business. The equivalent number of hours for the related days shall be deducted from the employees' annual vacation leave entitlement.

41. Continuous Absence Rule

At the Bank's discretion, in the course of each calendar year, employees are required to absent themselves from their normal place of work for at least 10 consecutive working days. This absence may consist of vacation leave, attendance on a training course and any other authorised absence under the terms of this Agreement or any combination of the above.

Employees transferred to another branch/unit in the course of a calendar year will be exempted from this requirement for that year.

42. Absence from Work

- a) Employees who absent themselves from work without any justifiable reason, may be subject to disciplinary action in terms of Clause 29 – Discipline, besides the deduction of pay for each day of absence.
- b) Employees absent from work must advise their immediate superior or his substitute or Human Resources Unit within half an hour of official commencement of work.

43. Sick Leave

- a) In any twelve months, an employee may be allowed certified sick leave on full pay for a period in aggregate not exceeding:

1 st year of employment	2 months
2 nd year of employment	3 months
3 rd year of employment	4 months
4 th year of employment	5 months
5 th year of employment and over	6 months

Similarly an employee may be granted certified sick leave on half pay for a further period in aggregate not exceeding:

1 st year of employment	2 months
2 nd year of employment	3 months
3 rd year of employment	4 months
4 th year of employment	5 months
5 th year of employment and over	6 months

This is subject to the condition that the aggregate sick leave periods on full and half pay shall not exceed twelve (12) months during a period of four (4) years or less, otherwise no pay shall be granted. In particularly meritorious cases and based on their seriousness the Bank may consider conceding further periods to the ones stated above.

- b) At any time before the expiration of the first six (6) months of certified sickness, the Bank reserves the right to submit the employee to an examination by a medical board appointed by the Bank in order to determine his state of health and fitness for further service.

The Bank after consideration of the recommendations contained in the medical report may call upon the employee to retire on grounds of ill-health.

His retirement shall take effect as from the date following that on which the sick leave on full pay expires.

Otherwise, he may, subject to the conditions laid down by the Bank, be granted half pay for a further period subject to the condition set out in paragraph (a) above.

- c) An employee who is granted sick leave on the recommendations of a medical board shall not be permitted to return to duty before undergoing a medical examination and being pronounced fit for duty.
- d) Notice of absence due to illness is to be given to the employee's Unit Manager or his representative or Human Resources Unit as early as possible on the same day of absence and in any case not later than half an hour after reporting-in time.
- e) If an employee reports sick and needs to visit a local clinic, he is to inform Human Resources Unit beforehand, stating the time when he is expected to be away from his residence.
- f) If the employee is not found at home by a medical doctor detailed by the Bank (except during the period referred to above), the employee may be liable to disciplinary action. Medical doctors detailed by the Bank are not to call on employees on sick leave later than 5.00 pm. except when extenuating circumstances arise.
- g) Employees may be subject to be examined by a medical doctor detailed by the Bank (not necessarily on the first day of sickness).
- h) Absence for three (3) consecutive days or more must be covered, from the first day of sickness by a medical certificate on the prescribed National Insurance Form, which certificate must be renewed as necessary to cover the full period of illness.

An ordinary medical certificate must be presented should any employee fall sick abroad.

44. Injury Leave

- a) If an employee is injured whilst on duty, he will be entitled to leave with pay (and any allowances/additional remuneration to which he would have otherwise been entitled), during the period of his medically certified injury.
- b) The period of injury leave is additional to the sick leave entitlement.
- c) At any time during this certified injury leave, the Bank reserves the right to submit the employee to an examination by a medical board appointed by the Bank, in order to determine his state of health and fitness for further service.

The Bank, after consideration of the recommendations contained in the medical report, may call upon the employee to retire on grounds of unfitness for further service.

- d) The Unit Manager of the injured employee is to immediately inform Human Resources Unit of the accident. An injury report must be submitted by the following day which should state whether the employee has been admitted to hospital for treatment. Form NI 30 is to be completed within the time stipulated by Government regulations.
- e) The injured employee may be examined by a medical doctor nominated by the Bank. He may also be asked to furnish proof that he is still unfit for work, by providing a medical certificate on the prescribed National Insurance Forms.
- f) On cessation of the incapacity for work, the Bank shall, within twenty-one (21) days from an application made by the employee, re-instate the employee in his former position or, if the injury or disease has caused disablement rendering the employee unfit for the former position, in other suitable employment, or this is possible, provided that the application for re-instatement by the employee shall be made in writing within seven (7) days of the cessation of the incapacity for work.

This does not prejudice any legal rights which the Bank and the employee might have.

45. National Insurance

Employees of the Bank will be treated as bulk payment contributors to the National Insurance Fund and will be required to sign a declaration authorising payment of any sickness/injury benefits to the Bank in respect of any period of paid sick or injury leave, i.e. that no sickness/injury benefits will be paid to the individual over and above his full pay and that half (1/2) the sickness/injury benefit will be paid to the individual over and above his half (1/2) pay in respect of such leave during which he continues to receive half (1/2) pay.

46. Special Leave With Pay

Employees shall be entitled to special leave with pay as follows.

a) Duty Leave

Any period of absence on business directly connected with the employee's duties. This applies also to attendance at international conferences abroad.

b) Study Leave

- i. Any period of a course of study or training undertaken at the request of the Bank or with the Bank's permission. In such cases the Bank may require the employee to

enter into an agreement regarding the conditions it considers appropriate. These will include that he will not engage in any occupation during the course of his studies without the prior written permission of the Bank.

A detailed report on the course undertaken will be expected of an employee who, somehow or other, receives financial assistance from the Bank. An employee proceeding abroad on training or study courses may be required to submit a medical examination of fitness for such a course before leaving Malta.

A 'sitting' constitutes an exam held during either a morning or an afternoon. If more than one exam is held during either a single morning or afternoon this is considered to be one sitting. In the case of Cluster Exams being more than one subject tackled in one session, this will be considered to be one sitting.

- ii. All Employees shall be granted Study Leave for one sitting as follows:
 - (a) The day of the examination in case it is a working day; and
 - (b) The preceding day of the examination whether it is a working day or not.

In the case of two sittings held on the same day as follows:

- (a) The day of the examinations in case it is a working day; and
- (b) Two days preceding the day of the examinations granted whether they are working days or not.

In the case of different sittings held on consecutive days as follows:

- (a) The days of the examinations in case they are working days; and
- (b) The preceding day of the first sitting will also be granted whether it is a working day or not.

For further information refer to Appendix H.

- iii. All Study Leave is to be approved by the Human Resources Unit.

c) Birth of Child to the Employee's Wife

Male employees are entitled to three (3) working days leave provided that such leave is taken within a month of the child's birth.

d) Bereavement

Employees are entitled to four (4) working days leave in the event of the death of any close relative namely father and mother, or any person acting in that capacity, husband, wife, sons and daughters. In the case of brothers, sisters, grandparents, mothers or fathers-in-law, the entitlement will be of two (2) working days. This leave is to be availed of immediately after bereavement. In the case of death occurring abroad the Bank may grant additional paid leave.

e) Quarantine Leave

Any period of absence of employees precluded by the Health Authorities from attending to their duties due to a contagious disease within their household.

f) Court Leave

Employees called for Jury Service or as witnesses subpoenaed in court proceedings, will be allowed the necessary time off to attend, without loss of pay. Proof of such service shall be required.

g) Marriage Leave

All employees not opting to resign immediately after marriage are entitled to one working week's leave with pay on getting married. This leave must be availed of immediately after marriage.

h) Special Circumstances Leave

Up to three (3) working days additional leave in any calendar year for special reasons namely:

- i. To care for a sick member of the family, normally husband, wife or child. Other cases should be examined on compassionate grounds. In all cases a medical certificate is to be provided.
- ii. For any other special reason approved by the Management.

All employees' claims are to be treated fairly and equally.

All Special Circumstances Leave must be cleared by the Human Resources Unit.

i) Time-Off During Office Hours

This is granted to attend courses of study or training, when attendance is beneficial to the service and subject to the non-availability of such a course after office hours.

j) Maternity Leave

Female employees are entitled to fourteen (14) weeks maternity leave and another four (4) weeks as per the legislation - up to eight (8) weeks before confinement and the remaining weeks immediately after confinement.

Employees availing themselves of this leave shall thereafter serve the Bank for a period of not less than six (6) months. Those employees who fail to resume work at the expiration of this leave, or who, having resumed work, resign or abandon their employment without sufficient cause within six (6) months of such resumption shall be liable to refund *pro rata*, the emoluments received during the maternity leave.

For the purpose of this clause a confinement will be taken to mean the birth of a child.

All Maternity Leave must be cleared by the Human Resources Unit.

47. Special Leave without Pay

The Bank will - at its sole discretion - grant special leave without pay to its employees and where applicable in consultation with the Union.

When an employee fails to resume duty without valid cause on the expiration of authorised leave, the Bank shall consider his employment as terminated as of that date.

i. Parental Leave

A female employee who needs to absent herself from work to look after her child, who is under four (4) years of age, may be allowed special leave for a period not exceeding one (1) year. Such period can only be availed of in not more than two tranches.

Requests for longer periods, but not exceeding (2) years in aggregate, will be considered on a case by case basis according to the exigencies of the service at the time of the request.

ii. Emigration Leave

Maximum six (6) months, to bona fide emigrants. The employee concerned is to inform the Bank in writing whether he intends to return to his job or not at least two weeks before the expiration of his emigration leave. Non receipt of such communication will be taken to mean that the employee does not intend returning to his duties. If the employee decides to return to the Bank, he might not be necessarily posted in his original role or unit.

iii. Cultural Study Leave

A period of absence of not more than one (1) year to pursue abroad a course of studies, in a cultural subject. This special leave will be limited to a maximum of two (2) employees at any one time but not more than six (6) months each.

iv. Vocational Leave

Maximum six (6) months to employees wishing to test their vocation of joining a religious order.

v. Electoral and Parliamentary Activities Leave

Employees who are to stand for election to the House of Representatives may be allowed special leave to cover the period from the day of nomination to the day of declaration of result.

Employees who are elected to the House of Representatives shall have the option to resign on such election. If the option of resignation is not taken up and the employee remains in employment, any absence from work to attend parliamentary duties is to be marked by the employee against his attendance sheet and would be considered by the Bank as unpaid time-off during office hours. Human Resources Department may request the employee to periodically submit a time table of the parliamentary activities being attended.

Employees who opt to resign on election shall have the right of reinstatement in their previous grade if they are no longer members of the House of Representatives. The right of reinstatement must be exercised within two (2) months of not being elected or of having resigned from the House of Representatives. During the period when they shall be members of the House of Representatives, such employees shall be precluded from holding alternative employment. If alternative employment is undertaken, the employees will forfeit their right of reinstatement.

vi. General / European Parliament / Local Council Elections

Requests by employees for unpaid leave may be granted if absence from work is required to work as Assistant Electoral Commissioner, Counting Officer, etc. during General, European Parliament or Local Council elections.

Employees may opt to take paid vacation leave for these purposes.

vii. Special Study Leave

A period of absence of not more than three (3) months to undergo a course of study related to the Bank's work may be granted to employees who have been in full and continuous employment for at least five (5) years. For courses not directly related to the Bank's work, employees must be in full and continuous employment for at least eight (8) years. This special study leave will be limited to a maximum of two (2) employees at any one time.

viii. Voluntary Philanthropic Leave

A period of absence of not more than six (6) months to undergo a voluntary or philanthropic work.

All Special Leave without Pay must be cleared by the Human Resources Unit.

48. Health and Safety

The Bank shall appoint a Health and Safety Working Group that will include:

- 1) The Manager responsible for Human Resources
- 2) The Health and Safety Officer of the Bank
- 3) A representative from the Union employed by the Bank

The Working Group shall propose policies and investigate incidents that concern Health and Safety for the Bank's consideration.

The Bank shall provide the necessary training to ensure that these officers shall be fully aware of their duties and responsibilities.

The Bank and the Union agree that the health and safety of all employees is of paramount importance.

The Bank agrees to involve the Union in aspects of health and safety, if and when, required to do so.

Employees are to abide by Health and Safety policies and procedures defined from time to time by the Bank, for their protection and well being.

- a) All new employees shall be required to take a medical examination at the Bank's expense. Additional exams may also be required should circumstances so necessitate.
- b) Employees are to inform the Bank of any health condition or illness (such as infectious or contagious diseases) which could affect either the safe performance of their duties or the health of other employees.
- c) Employees should report all accidents or injuries immediately to the Unit Manager. An injury report is to be submitted to Human Resources Unit by the following day.
- d) All offices of the Bank shall be provided with a First Aid Kit and a copy of the First Aid Manual. Employees will, from time to time, be sent on First Aid and Fire Fighting courses.
- e) The Bank will subscribe to a Health Insurance Scheme in respect of local benefits and a free nursing service covering all employees. Any dependants (i.e. children up to the age of 18 or who are not gainfully employed and spouses) shall also qualify for the Health Insurance Scheme and the free nursing service.
- f) Guidelines for operators of VDU's are to be adhered to as specified in the current legislation.

Full-time VDU operators are defined as cashiers, referral supervisors, secretaries/typists, back-office operators, IT services staff and all other employees who use VDU's for a substantial amount of time (provided that a substantial amount of their work is screen-based), and any other employee as agreed to between the Bank and the Union.

If, after being subjected to an eye test by a doctor appointed by the Bank, a full-time VDU operator is prescribed special lenses, the Bank will reimburse cost up to a maximum of €58 if:

- i) These lenses are of a different prescription to the ones used by the operator; or
 - ii) Up to the time of the eye test no lenses were used by the operator.
- g) The Bank is to ensure that all offices are adequately ventilated and that no extreme temperature conditions exist. All employees should be allocated adequate space for work.

49. Employer Insurance Cover

a) Personal Accident Insurance Scheme

The Bank shall insure all employees covered by this Agreement under the Bank's Accident Insurance Scheme.

The benefits derived, which are not to be less than those currently prevailing, are subject to the terms, conditions, limitations and exclusions of the policy.

The Scheme includes cover on a 24-hour basis limited to the Maltese Islands, whether the employees are on or off duty. Employees shall be similarly covered whilst on Bank business abroad.

Details of such insurances will be made available to all staff members on request.

b) Death in Service

If any employee dies while in the service of the Bank, an amount equivalent to four and a half (4 1/2) years basic salary as denoted in Appendix C of the current Collective Agreement will be paid by the Bank to the heirs of the deceased.

50. Housing Subsidy

Employees of the Bank are eligible to a facility, after the successful completion of the probationary period, up to a maximum of €200K in terms of the Bank's policy as amended from time to time for the purchase or construction of one residence at a rate of interest which will be pegged to the Bank's Base Rate less a margin of 2.5% p.a., with a minimum of 1% p.a. and a maximum of 3% p.a. Staff rate will then be applicable after one year of service in accordance with the Bank's policy.

Employees who for some reason or other are required to borrow from any other bank will enjoy a subsidy from the Bank for the difference between the interest rate applied by the respective bank and the prevailing staff house loan interest rate. This subsidy is only applicable provided such employees satisfy the conditions under the Bank's Staff House Loan Scheme.

51. Special Retirement Scheme

- (a) Employees who have reached the age of fifty (50) and have a minimum of twenty (20) years service may apply for early retirement. The Bank may accept or refuse any such application at its sole discretion. Employees whose application is accepted may opt for either:
- i) An annuity paid monthly computed at one five-hundredth (1/500th) of terminal salary, adjusted periodically to reflect current salary of post (or equivalent post if that post has been abolished, changed to or incorporated in any other post) - for each completed month of service, or
 - ii) A lump sum payment equivalent to three times the employee's terminal annual salary, provided such payment does not exceed the aggregate salary payable till the normal retirement age.

This annuity shall not exceed two-thirds (2/3) of the current salary of the post (or equivalent post if that post has been abolished, changed to or incorporated in any other post) and will terminate on the date on which the employee qualifies for a retirement pension under the Social Security Act 1987 or any legislation that replaces the Act.

These employees shall not be precluded from finding employment elsewhere, except with any competing financial services institution for a period of two (2) years from the termination of employment.

Payments made under this clause are a one-off payment. These payments are not a commutation in any sense whatsoever. They would not be payable by the Bank on a date after the normal retirement age and thus no abatement in terms of Section 56 of the Social Security Act would be warranted.

- (b) From time to time the Bank may issue other Retirement Schemes which are totally unrelated to Article 51 (a) above. All employees who opt to benefit from these other Retirement Schemes will be eligible for the following up to the normal retirement age:
- i) Death in Service Scheme in accordance with the current Collective Agreement;
 - ii) Existing House Loan / other loans, as at date of retirement, will be charged at the current rates applicable to all staff members;
 - iii) Health Insurance Scheme and Nursing Service applicable to all staff members in accordance with the current Collective Agreement.

52. Termination of Employment due to Age

All employees will retire on attaining the normal retirement age.

The Bank will pay a lump sum equivalent to one time the terminal monthly salary to employees who retire. In the case of employees with over twenty (20) years service, a lump sum equivalent to two (2) times the terminal monthly salary will apply. In the case of employees with over thirty (30) years service, a lump sum equivalent to three (3) times the terminal monthly salary will apply.

53. Termination of Employment on Medical Grounds

A full-time employee with not less than five (5) years continuous service may be allowed to retire earlier than the normal retirement age on medical evidence to the satisfaction of the Bank that he is incapable by reason of some infirmity of mind or body of discharging the duties of his post and that such infirmity is likely to be permanent. Such employees can opt for either (a) or (b) below:

- a) i) Employees with a service which exceeds five (5) years but is below ten (10) years: one time payment of a sum equivalent to their present annual salary;
- ii) Employees with a service of ten (10) years or more: a sum equivalent to three (3) times their present annual salary

provided that in both cases this sum does not exceed the aggregate salary payable till retirement at the normal retirement age.

- b) An amount shall be paid annually computed at one five hundredth (1/500th) of the annual salary - adjusted periodically to reflect current salary of post (or equivalent, if that post has been abolished, changed to or incorporated in any other post) - for each completed month of service.

This annual payment shall be reduced by the amount of any other benefit received on the same grounds from any other source.

Before such payment may be effected it is incumbent on the member of the staff to apply for an invalidity pension and to produce evidence to this effect.

This annual payment will terminate on the date on which the employee qualifies for a retirement pension under the Social Security Act 1987. This annual payment shall not in any case exceed two-thirds (2/3) of the current salary of the post (or equivalent post if that post has been abolished, changed to or incorporated in any other post) and shall be reduced by any amount of remuneration earned by beneficiary who will be obliged to give full details of his earnings to the Bank.

Payments made under this clause are a one-off payment. These payments are not a commutation in any sense whatsoever. They would not be payable by the Bank on a date after the normal retirement age and thus no abatement in terms of Section 56 of the Social Security Act would be warranted.

54. Legislation

The benefits under this Agreement will not be additional to any similar benefits provided for by the existing law, or which may be introduced by new legislation during the period within which this Agreement will remain valid, provided that the employee shall receive those benefits which are the most advantageous.

55. Performance Standards

If the Bank introduces performance standards, this will be after consultation with the Union.

56. Bank Procedures

The Bank shall make accessible to all staff the operating procedures and regulations to be adopted in the course of their duties.

All manuals, circulars and the handbook will be available on the Bank's Intranet system. Updates to the handbook will be notified in the form of a circular, highlighting any changes that will simultaneously be effected to the Bank's Knowledge Base. One hard bound copy will be kept at Head Office and all employees are to be fully advised and well aware of such procedure.

57. Public Holidays

The following are to be considered as Public Holidays as per current legislation:

1st January
10th February
19th March
Good Friday
31st March
1st May
7th June
29th June
15th August
8th September
21st September
8th December
13th December
25th December

The list of Public Holidays will be automatically amended when and if the Government amends the declared Public Holidays.

58. Welfare

The Bank and the Union undertake to uphold the welfare of the staff.

59. Staff Mess Facilities

The Bank undertakes to maintain a Staff Mess in each Branch/Office.

60. Career Wear/Uniforms Programme

The Bank will maintain a Career Wear/Uniforms Programme for employees in the Clerical and Non-Clerical category and provide these employees with a uniform as specified in the Bank's Uniforms policy.

61. Key Time Employment

Whilst recognising the need for staff members to reconcile their career commitments with their personal/family commitments, the Bank is seeking innovative ways to manage its business more effectively and focus on key customer service hours.

For this purpose, the Bank may issue calls for applications for specific positions as per the Bank's Key-Time Recruitment Policy.

Appendices to the Collective Agreement

Appendix A: Hours of Work

Winter (1st October to 14th June)

Monday to Friday 07.45 hrs to 16.15 hrs (lunch break - 30 minutes)

or

Monday to Thursday 07.45 hrs to 14.30 hrs

Friday 07.45 hrs to 16.15 hrs (lunch break - 30 minutes)

Saturday 07.45 hrs to 13.00 hrs

Summer (15th June to 30th September)

Monday to Friday 07.30 hrs to 15.30 hrs (lunch break - 30 minutes)

or

Monday to Friday 07.30 hrs to 14.15 hrs

Saturday 07.30 hrs to 12.30 hrs

Appendix B: Allowances

1.0 Allowances Applicable to Staff in the Clerical and Non-Clerical Categories only, as applicable

1.1 Disturbance Allowance

- a) All employees assigned to work in more than one (1) branch a day without being pre-advised are to be paid an allowance of €4 per day. If one of the branches is the Gozo Branch the disturbance allowance will be €12 per day.
- b) In exceptional circumstances and provided prior Head Operations approval is obtained, clerks may be authorised to hold vault keys. In such cases a disturbance allowance of €3.50 per day will be paid. This does not apply to Signatory Clerks (Officers).
- c) All staff who are performing relief duties at a place different from that where they are normally posted, are entitled to €4 per posting. If one of the branches is the Gozo Branch, the allowance entitled is of €12 per posting per week.

This allowance does not apply to staff members deployed at any Agency from the parent Branch.

1.2a Residents of Gozo working in Malta and vice versa

The Bank will pay a disturbance allowance of €65 per month to those employees whose normal place of residence is in Gozo/Malta, during posting in Malta/Gozo.

Moreover the Bank will also pay those employees whose normal place of residence is in Malta the difference between the cost of a passenger ferry ticket for a resident in Gozo and that for a resident in Malta.

1.2b Residents of Malta working in Gozo and vice versa assigned on a per diem basis

The Bank will pay accommodation (if necessary) and all travelling expenses for staff assigned to work for the day in Gozo/Malta, when their normal posting and place of residence is in Malta/Gozo.

1.3 Shift Allowance

Two-shift Allowance	-	€ 140 per month
Three-shift Allowance	-	€ 285 per month

The amount to be paid by the Bank for a four-shift allowance will be agreed to with the Union prior to implementation.

1.4 Travelling Expenses

- a) When employees are asked to use their own means of transport for Bank duties they are to be reimbursed at the rate of €0.70 cents per kilometre.
- b) Employees having to continue to work at a different branch during the day are to be reimbursed for additional travelling expenses at the above rate provided they make use of their own means of transport.

1.5 Shift Disturbance Allowance

€ 3 for relieving an afternoon shift provided this is previously authorised by their superior.

1.6 5-Day Week Allowance

- a) Employees may be detailed to work on a 5-day week schedule according to the exigencies of service. These employees will be eligible for the following allowances under the terms and conditions outlined below:

Year	Supervisors (Senior Officers) € (monthly)	Supervisors (Senior Officers) € (yearly)	Clerks € (monthly)	Clerks € (yearly)
2014	€ 83	€ 996	€ 62	€ 744
2015	€ 74	€ 888	€ 56	€ 672
2016	€ 67	€ 804	€ 50	€ 600
2017	€ 60	€ 720	€ 45	€ 540

- b) Saturday attendance shall be paid at overtime rates.
- c) Only employees on a Full Time basis are eligible to a 5-Day week Allowance.
- d) The 5 day week allowance will cease to exist for ALL staff members as from 1st January 2018.

2.0 Allowances Applicable to Staff in the Managerial Category

- 2.1 Salaries include a Car Cash Allowance of € 194.11 per month and Telephony/Subscriptions to Internet Allowance of € 698.81 per annum per employee.
- 2.2 Employees who do not hold a driving licence will instead benefit from a taxable Cash Allowance of € 163.06 per month and Telephony/Subscriptions to Internet Allowance of € 1071.51 per annum per employee.
- 2.3 Employees who benefit from a car cash allowance will continue to be expected to use their personal car for company business wherever necessary.
- 2.4 50% of the car cash allowance is taxable and will be included in the monthly payslip.
- 2.5 Reimbursement of telephony/internet allowance will be effected against submission of original receipts.
- 2.6 Any unutilised telephony/internet allowance will be paid at the end of the year as a taxable allowance.

3.0 Allowances Applicable to All Staff

3.1 Marriage

A special bonus of € 235 will be paid to members of the staff on marriage.

3.2 Remuneration for Internal Trainers

Remuneration for Internal Trainers that include the preparation, delivery and handouts is established at:

Training during office hours: €15.00 per hour per session (in additional to normal pay)
After office hours: €30.00 per hour per session (inclusive of overtime and becomes applicable after the trainers' office hours)

3.3 Market Compensation Allowance

The Bank and the Union agree that for certain specialised positions, salaries of staff must reflect market conditions. For this reason, a market compensation is to be established and should be payable either as an increase in salary or as an allowance. The Bank and the Union agree that this is applicable to employees working at the ITSD.

The allowance/increase shall not be considered for overtime purposes and it is revised every two years depending on market conditions and performance.

3.4 Residents of Gozo working for more than one day in Malta and vice versa

If the Bank requests an employee to work for a period in excess of one (1) day but less than three (3) months on the other island then the Bank will consider making arrangements on a case by case basis.

3.5 ITSD Emergency Standby Allowance

ITSD Staff assigned on Emergency Standby on a roster basis will receive an allowance of € 235 monthly (in arrears) or part thereof depending on the number of days assigned to the roster. Staff on Emergency Standby are required to be contactable at all times. Should the employee be required to enter the Bank's premises in case of emergency, normal overtime rates as per Clause 39 will apply.

Staff on ITSD Emergency Standby are required to hold a mobile phone and maintain a secure remote support facility (teleworker) at home, both at the expense of the Bank.

4.0 Academic and Professional Qualifications

The Bank shall reward staff who attain approved qualifications and professional diplomas as per table below subject to the following conditions:

- i. Only qualifications attained through the academic route will apply.
- ii. Only the highest qualification shall be eligible for the allowance.
- iii. Only on attaining an approved qualification shall be eligible for the allowance.

The allowance for a Diploma payable to new employees joining the Bank after 31st October 2011 will be €100 instead of €419.

Academic Level	Financial Services	Accounting	Information Technology	Marketing	Human Resources	General Management	Legal Services	Engineering Services	Allowance
Masters	Financial Services	Finance	Information Technology	Marketing	HR (Leicester) or equivalent	UOM, Henley, MSM, Leicester and Grenoble or equivalent	LLM	Engineering	€1747
Associateship (ACIB)	ACIB/BSc (Financial Services) - UMIST								
Honours Degree	BCom (Hons), Chartered Financial Analyst (CFA)	Accountancy/ ACCA/MIA	Information Technology	Marketing	HR (Leicester) or equivalent	UOM, MSM and Leicester or equivalent	LLD	Engineering	€1398
General Degree/ Advanced Diploma	Banking and Finance	ACCA Part 2	NCC/MIMIS (Academic Route)	ISSM/CIM	HR (Leicester) or equivalent	UOM, Henley, MSM and Leicester or equivalent	Legal and Humanistic Studies	Higher Technicians Diploma (City and Guilds) or equivalent	€1118
Diploma	Banking/Cert CIB/DBFS/CEFA (+Maltese Law for Financial Advisors)/ CEMAP (+ Maltese Law for Financial Advisors)	AAT(Full Certificate)/ ACCA (Part 1)/CISA	NCC/LIMIS (Academic Route)	ISSM/CIM		BTEC	Legal Procurator	Ordinary Technicians Diploma (City and Guilds) or equivalent	€419 or €100

Appendix C : Salaries

Appendix D: Performance Management

1. It is the policy of the Bank to implement and support a performance management programme based on objective settings.
2. The main reasons for implementation of the performance management programme are the following:
 - a. To ensure that the targets set out in the Bank's business plan are adequately cascaded to the respective branches/units and employees within the organisation in line with the level of responsibility;
 - b. To ensure that adequate effort is being carried out by the respective units through a deeper analysis of the individual members within each group, being a branch or any other support service;
 - c. To constantly support the changes currently being carried and other changes to be carried out in the near and remote future in pursuit of ensuring that the Bank operates efficiently and competitively;
 - d. To enhance the Human Resources (HR) function within the Bank by:
 - Motivating all employees;
 - Identifying the training needs required at all times;
 - Identifying high performers and eventually compensating their efforts;
 - Identifying low achievers and planning a different career path progression to ensure perfect alignment between employees and their role within the Bank.

Aim and Objectives of the Active Personnel Support

The proposed **ACTIVE PERSONNEL SUPPORT (APS)** initiative is therefore a tool towards ensuring that the Bank reaches its strategic objectives to the required standards, in time and with the highest qualitative benchmarks.

The **APS** Management Programme is sponsored by the Bank's management and facilitated by the HR Unit to:

- Ensure that employees are meeting the desired targets;
- Train employees to meet the desired targets;
- Eventually compensate high achievers.

In this respect the APS Management Programme is the mechanism to achieve the above goals. It therefore addresses organisational as well as personnel issues and aims towards converging organisational and personal goals.

Goals of the Active Personnel Support

The **APS** Management Programme should therefore address the following issues:

Business Issues:

1. Ascertain that all employees meet the pre-established business performance goals;
2. Ascertain that all employees are adequately skilled and trained to perform to the highest standards.

Behavioural Issues:

3. Ascertain that all employees are part of as well as promote change;
4. Ascertain that all employees are self-motivated in their own career progression.

The level of performance reached by each employee will be categorised as follows:

Outstanding

Those employees who exceed the Bank's expectations on a regular basis and are seen by the Bank as the role model in their grade. All responsibilities listed in their job description and any other responsibilities which were assigned during the year were carried out at a very high level of effectiveness and efficiency. Furthermore, he was proactive to develop and deliver other key achievements.

Very Good

Those employees who exceed the Bank's expectations and carry out all responsibilities listed in their job description and any other responsibilities which were assigned during the year to a high level of effectiveness and efficiency.

Good

Those employees who meet the Bank's expectations.

Needs Improvement

Those employees who carry out their responsibilities with a low level of achievement and who nearly reach the Bank's expectations. There are areas for improvement in his performance.

Poor Performance

Those employees whose performance is poor and do not show any commitment to improve it.

Those staff members who attain 'Poor Performance' on three (3) consecutive occasions will be subject to disciplinary action.

Appendix E : Code of Ethics

Definition

Ethics is the code of moral principles and values that governs the behaviour of a person or group of persons with respect to what is considered to be right or wrong. In business, ethics is about the relationships between all stakeholders.

Introduction

The standards set out in this Policy will be regarded as the minimum standards of ethical behaviour to be observed by all APS Bank Ltd. ("the Bank") employees.

Purpose

The purpose of this Policy is to establish a culture of openness, trust and integrity in business practices. Effective ethics involves team participation and the support of every employee.

Commitment

The Bank is committed to protect its employees, shareholders and the Bank assets from any accidental, malicious or illegal threats and/or actions, that could tarnish its reputation, harm its employees, reduce shareholders' investment or reduce its asset value.

The Bank will not tolerate any wrongdoing or impropriety at anytime. The Bank will take the appropriate measures and act quickly to correct the issue of the ethical policy that was breached.

Applicability

This Policy applies to the entire Bank's employees including temporary employees, contractors and their staff, and consultants.

Standard

This Policy and all supporting standards, procedures, and guidelines issued in support of this Policy shall serve as a standard to be applied by Management and can be a basis for compliance, monitoring and review.

Responsibility

Individuals are responsible for their own behaviour. On joining an organisation, an individual becomes part of the culture. In this regard, the Bank has a responsibility to ensure that it recruits trustworthy people and enquires into references provided by new prospective employees.

Executives and Managers are responsible to implement the Policy within their business area and ensure that all employees observe the requirements of this Policy.

Integrity

a) All employees are required to behave with integrity and honesty in their dealings (i) with customers and other parties with whom the Bank interacts; and (ii) in respect of all internal matters. Employees will treat everyone fairly, have mutual respect, promote a team environment and avoid the intent and appearance of unethical or compromising practices.

b) The Bank has a legal and regulatory responsibility to have systems, procedures and training in place to detect and report on suspected cases of money laundering. Any suspected material violation of a law, regulation or ethical standard must be reported to the appropriate level of authority within the Bank. Where appropriate, that authority will report to the relevant statutory authority.

c) Circumstances which conflict, or may appear to clearly conflict, with the interests of the Bank or its customers, should be avoided.

d) Circumstances may arise where an employee or respective family members directly or indirectly hold a business interest which conflicts/may conflict with the Bank's interest. In order to ensure that the Bank makes objective decisions, employees must declare in advance that interest to the appropriate internal authority; and they may be required by the Bank to dissociate themselves from any involvement in a decision by the Bank that relates to such personal conflict.

e) Any involvement in an outside activity or any external position held must not give rise to any real or apparent conflict with the Bank's interests, must not adversely reflect on the Bank and must not interfere with an individual's job performance.

f) Employees must not solicit or accept gifts, sponsorships, hospitality or service; particularly in cases which would compromise, or give the appearance of compromising, their position or any business decision taken by or on behalf of the Bank.

g) Employees must inform the Bank in cases where their spouse is in financial difficulty or has court issues. This is also applicable to an employee's partner in cases where the partner is jointly liable under a home loan.

Confidentiality

a) As a financial service provider APS Bank and its employees have a duty to safeguard confidential information obtained in the normal course of business. Respect for customers' and employees' private affairs merit the same care as does the protection of the Bank's funds or other interests.

b) This duty of confidentiality involves not divulging information to third parties regarding the affairs of a customer, other than in the following circumstances: (i) where the party concerned has given permission to do so; (ii) for the purpose of the performance of the employee's duties or the exercise of his functions; (iii) where the Bank is legally compelled to do so; and (iv) where it is necessary for the Bank to present its case - for instance in court or in other circumstances of a related nature. The duty of confidentiality also involves accessing, viewing and/or using confidential information about the affairs of the Bank, its customers and its employees solely for the performance of that employee's duties or in order to exercise his functions within the Bank.

c) Confidentiality applies whether the information has been obtained from those with whom the Bank does business or from sources within the Bank. All such information should only be used for the purpose for which it is intended and for providing the service requested by the customer. Confidential information must not be used for the personal benefit of any individual/s.

Professionalism

a) All employees should carry out their responsibilities in a professional and courteous manner at all times.

- b) Professionalism embraces the necessary skills, qualifications and/or knowledge to undertake tasks in a competent manner.
- c) At all times customers must be aware of the level of risk or complexity a financial product carries. Employees must ensure that proper risk warnings are duly given. Authorised investment advisors must ensure that suitable advice is given following an assessment of customers' circumstances.
- d) Employees must conduct their own financial affairs in a prudent manner and should avoid financial situations that could reflect unfavourably on themselves, the Bank, or its customers.
- e) Employees must ensure the proper use of social media and avoid situations that could reflect unfavourably on themselves, other employees, the Bank, its customers or its suppliers.

Compliance

- a) All employees are fully committed to ensure that all business decisions and actions comply with all applicable laws and regulations and observe good standards of behaviour and practice.
- b) The Bank will ensure that (i) all employees are made aware of this Code; (ii) no employee will be asked to do anything that would contravene this Code; (iii) queries should be directed to the HR Unit and concerns arising under this Code should be directed to the Head responsible for HR.
- c) When dealing with shares, or any other assets, all employees must comply with all obligations and the regulations set down by the Bank. Sensitive information held by virtue of their employment with the Bank may only be used in the course of employment and for legitimate purposes. Such sensitive information may not be used for the personal benefit of the employees.

Implementation

- a) Implementation of this Policy protects both customers and employees of the Bank.
- b) Contravention will be dealt with in accordance with the policies and procedures of the Bank.
- c) The Bank must have in place internal procedures to facilitate employees in complying with their obligations under this Policy and in pursuing material contravention of this Policy.

Relations between employees

- a) Each and every employee shall treat each other with the due respect and courtesy, which is normally considered to be acceptable in normal circumstances, due consideration being given to the hierarchy structure of the Bank.
- b) Each employee will address his superiors with due respect and courtesy and shall faithfully abide by the reasonable instructions given to him by his superior.
- c) Employees shall refrain from unbecoming conduct that could tarnish the image of the Bank.
- d) Where an employee is responsible for assessing the performance of co-employees and is cognisant of the fact that the review may be biased, such employee shall immediately desist from so doing and seek Human

Resources Unit guidance.

Breaches of the Policy of Ethics

Any breaches of this Policy of Ethics shall be handled in terms of the Collective Agreement operative at the time of the breach.

Appendix F: Guidelines for the administration of the sittings of the Grievance and Disciplinary Board

1. Establishment of the Grievance and Disciplinary Board

The Bank and the Union are required to enter into consultation between them to establish the Grievance and Disciplinary Board, in conformity with the provisions in the Collective Agreement, and to appoint an employee of the Bank to act as Secretary to the Grievance and Disciplinary Board.

2. Disclosure of information relating to the case

The Secretary to the Grievance and Disciplinary Board acting on behalf of the Grievance and Disciplinary Board must invite the Bank and the Employee to submit to the Grievance and Disciplinary Board the following documents by a defined date:

- Statement of case
- All documents considered relevant to the case by each party
- List of witnesses together with a clear indication of the facts on which each witness will give evidence

On receiving the documents from each party the Secretary to the Grievance and Disciplinary Board will provide each party with the other party's documents at least five working days before the first sitting. No additional documents or witnesses will be allowed during the proceedings unless the Grievance and Disciplinary Board at its complete discretion is satisfied that the reason for the omission of the document or witness at the disclosure stage is justified.

3. Disclosure of terms of remit of the Grievance and Disciplinary Board

The Grievance and Disciplinary Board should advise both parties:

- on the limitation of its terms of remit
- that in such proceedings the level of proof required for establishing guilt or otherwise is that of probability
- that the decision of the Grievance and Disciplinary Board will be by majority vote
- that the decision will be in writing and read out in the final sitting of the Grievance and Disciplinary Board
- the Grievance and Disciplinary Board will regulate its own procedure

4. Administration of sittings

4.1 First sitting

The Grievance and Disciplinary Board

- is empowered to consider and decide on any individual or collective challenge to the constitution of the Grievance and Disciplinary Board
- should consider and decide on any allegation of breach of procedure that may be made by any party in the application of the provisions of the Disciplinary Procedure to-date
- should advise the parties on the manner in which the proceedings will be recorded
- must invite the Employee to state how he pleads to the charge brought against him
- must inform both parties how to proceed therefrom if the Employee pleads guilty

- must invite the Bank to present its case if the Employee pleads not guilty
- must regulate the questioning of witnesses

4.2 Second sitting

The Grievance and Disciplinary Board

- must ensure that both parties had received the transcripts of the previous sitting in time
- must invite the Bank to continue with its presentation or if its presentation was concluded in the previous sitting, invite the Employee to present his case
- must regulate the questioning of witnesses

4.3 Third sitting

The Grievance and Disciplinary Board

- must ensure that both parties had received the transcripts of the previous sitting in time
- must invite the Bank to sum up its case
- must invite the Employee to sum up his case

4.4 Fourth sitting

The Grievance and Disciplinary Board will read out its decision and hand signed copies to each party.

4.5 Calling of Witnesses

Prior to each sitting, the Disciplinary and Grievance Board will call the witnesses that are expected to appear during that sitting. Arrangements will be made so that such witnesses will be called during periods that will not interrupt the smooth running of the Bank's operations.

Appendix G: Guidelines for Interviewing during Investigations

With reference to Article 29 of the Collective Agreement, the following procedure will be adopted during interviews associated with Investigations.

1.0 Procedure

- 1.1 Investigations shall be led by the Internal Audit Officials and assisted by any experts appointed by the Bank as required.
- 1.2 During an investigation, a number of meetings may take place as necessary. Unless there are exceptional circumstances interviews will be conducted on the Bank's premises.
- 1.3 All employees will co-operate fully with the Bank during investigations and may be required to attend one or more interviews that will be recorded and signed by all the attendees to the interview, and/or asked to provide a written statement.
- 1.4 At the outset, the employees must be advised of their rights being:
 - 1.4.1 That they can be accompanied by an Observer;
 - 1.4.2 That they can remain silent;
 - 1.4.3 That they may choose to undertake the interview in Maltese or English and that minutes will be drafted in Maltese or English;
 - 1.4.4 That they can decide not to sign the proceedings of the meeting;
 - 1.4.5 That they can make a statement.
- 1.5 A Bank Official selected by the Bank will be charged to take minutes of the interview.
- 1.6 A copy of the minutes will then be forwarded to the interviewee within a reasonable timeframe. The interviewee is expected to contribute constructively to ensure that the minutes are reflective of the contents of the meeting and finally endorse the minutes within one (1) day of receipt, thus acknowledging that contents of the meeting are true.
- 1.7 The Bank reserves the right to request a statement by the interviewee and if necessary ask further questions.

2.0 Role of the Observer

- 2.1 In an interview, employees will be given the right to be accompanied by a person of their choice to act as an observer. The Observer who may be an APS Bank employee and/or a trade union official who has to be readily available within two hours.
- 2.2 If the selected person does not satisfy all the above-mentioned criteria, then the concerned person is given a second choice, who again will satisfy the conditions in article 2.1. If the second option is not satisfactory, then the Observer will be ultimately chosen by the Union or the Bank.
- 2.3 The Observer must ensure that the process is transparent and that minutes are a true and fair representation of the proceedings of the interview.
- 2.4 The Observer will not participate in the interview, but may record questions and answers. During an investigation observers have the right to ask questions of clarification of any point at the end of the interview.

Appendix H: Study Leave

	Exam Day	Study Leave Days	
6-Day Week	One Sitting on:		
	Monday	Monday	
	Tuesday	Monday, Tuesday	
	Wednesday	Tuesday, Wednesday	
	Thursday	Wednesday, Thursday	
	Friday	Thursday, Friday	
	Saturday	Friday, Saturday	
	Sunday	Saturday	
	2 Sittings on:		
	Monday	Saturday, Monday	
	Tuesday	Monday, Tuesday	
	Wednesday	Monday, Tuesday, Wednesday	
	Thursday	Tuesday, Wednesday, Thursday	
	Friday	Wednesday, Thursday, Friday	
	Saturday	Thursday, Friday, Saturday	
	Sunday	Friday, Saturday	
One on Monday and another one on Tuesday	Monday, Tuesday		
One on Tuesday and another one on Wednesday	Monday, Tuesday, Wednesday		
5-day Week	One Sitting on:		
	Monday	Monday	
	Tuesday	Monday, Tuesday	
	Wednesday	Tuesday, Wednesday	
	Thursday	Wednesday, Thursday	
	Friday	Thursday, Friday	
	Saturday	Friday	
	Sunday	nil	
	2 Sittings on:		
	Monday	Monday	
	Tuesday	Monday, Tuesday	
	Wednesday	Monday, Tuesday, Wednesday	
	Thursday	Tuesday, Wednesday, Thursday	
	Friday	Wednesday, Thursday, Friday	
	Saturday	Thursday, Friday	
	Sunday	Friday	
One on Monday and another one on Tuesday	Monday, Tuesday		
One on Tuesday and another one on Wednesday	Monday, Tuesday, Wednesday		

Principles

- A 'sitting' constitutes an exam held during either a morning or an afternoon.
- If more than one exam is held during either a single morning or afternoon this is considered to be one sitting.
- In the case of Cluster Exams being more than one subject tackled in one session will be considered to be one sitting.

Saturday is a working day for the Bank i.e. for both staff on a 6-day and 5-day week.

Appendix I: Shift Working Hours

Staff members required to work shift hours are to be given a one (1) month notification period.

Shift A		Hrs		Hrs	Break
	Winter	(AM) Mon-Fri	07.45	14.30	15 mins
		(PM) Mon-Fri	13.15	20.00	15 mins
		Sat	07.45	13.30	15 mins
		Sat	10.15	16.15	15 mins
	Summer	(AM) Mon-Fri	07.30	13.30	15 mins
		(PM) Mon-Fri	13.15	20.00	15 mins
		Sat	07.30	13.30	15 mins
		Sat	10.15	16.15	15 mins

Shift B		Hrs		Hrs	Break
Winter	Week 1	(AM) Mon-Fri	07.45	15.30	15 mins
		(AM) Sat	07.45	16.00	15 mins
	Week 2	(PM) Mon-Fri	12.00	17.45	
		(PM) Sat		N/A	
Summer	Week1	(AM) Mon-Fri	07.30	15.30	15 mins
		(AM) Sat	07.30	15.30	15 mins
	Week2	(PM) Mon-Fri	12.00	17.45	
		(PM) Sat		N/A	

The Bank can advance/postpone the Time In and Time Out by one hour respectively according to the exigencies of the Bank e.g if working hours are 6-2, this can be changed to either 5-1 or 7-3.

Signed this _____ day of _____ 2014

For APS Bank Limited

For Malta Union of Bank Employees

Mr Edward Cachia
Chief Executive Officer

Mr William Portelli
President

Mr Noel McCarthy
Head Finance and Corporate Strategy

Mr Felix Galea
General Secretary

Ms Sharon Mallia
APS Bank Group Committee
Chairperson

Ms Charmaine Corser Navarro
APS Bank Group Committee
Secretary

Mr Kenneth Genovese
Negotiating Team Member

Agreed Minutes APS Bank - MUBE

These minutes are an integral part of the Collective Agreement and are to be considered as such.

Library

The Bank is to periodically issue a list of books available in the Bank's library. An updated list is to be available to the staff members for perusal.

Officers Liability Indemnity

All employees of the Bank in the categories represented by this Agreement, shall be covered by the Bank with an Officers Liability Indemnity Insurance. The policy will be concluded within two months from the conclusion of the similar policy by the other Banks.

Union Security and Functions (Clause 8)

The Union is to forward a quarterly return of the hours utilised by each of the Group Committee members. This return excludes meetings with Management.

The Union and Management shall endeavour to meet not less than once a month to discuss issues/grievances as they arise. The Union should pre advise the Human Resources Unit of any meetings that the Group Committee members are required to attend.

With reference to the posts of "President and/or General Secretary of the Union", the Union states that it has no intention of nominating officials from APS Bank during the course of this agreement.

Conditions of Employment: To staff in the Executive Grade

Reference is made to the Executive Grades defined as grades higher than Senior Manager Grades which form part of the Managerial Grade Category. It is hereby agreed that in all aspects the Conditions of Employment of the Executive Grades will not be inferior to those contained in this Collective Agreement. It is also hereby agreed that all employees in the Executive Grades will be automatically exempted from any industrial action directives.

Review of Grading Structure

As part of the review of the grading structure and the implementation of empowerment, the Bank and the Union have agreed that:

Category	Scale	New Grade	New Grade/Nomenclature
Managerial Category	Scale 8	Senior Manager	Senior Manager
	Scale 7	Manager II	Manager II
	Scale 6	Manager I	Manager I
Clerical Category	Scale 5	Supervisor	Senior Officer
	Scale 4	Signatory Clerk	Officer
	Scale 3A Scale 3B	Clerk Administrative Support	Clerk Administrative Support
Non-Clerical Category	Scale 2	Messenger Tradesman	Messenger Handyman
	Scale 1	Charwoman	Charwoman

It must be clarified that when the manager of a branch/unit is absent, the most senior supervisor in the branch/unit shall take responsibility for the running of the branch/unit.

Signatory Clerks also mean "Clerk A" for staff employed prior to December 2003.

Time Off In Lieu

The Bank may, at its sole discretion, grant time-off in lieu to staff members in the managerial grade who are required to work on specific projects. This must be authorised by the CEO or his accredited representative.

Termination of Employment due to Age

APS Bank should make the necessary arrangements with the insurance provider to obtain discounted rates for pensioners. All expenses/premiums to be paid by the individual concerned.

Gozo / Malta Staff Movements

Bank has verbally declared that such movements will happen according to the Bank's exigencies. On MUBE's part, we declare that such movements should really occur only when there is no other alternative.

Zero Tolerance Policies

The Union will provide feedback on the policies submitted by the Bank by the end of the first quarter of 2014.

Qualification Allowance

The Bank and MUBE will discuss the phasing out of the Diploma allowance i.e. Eur 419 p.a. as well as discussing the qualification allowance for diploma level.

Early Retirement

The Bank and the Union agree to continue discussing other options for Early Retirement or Voluntary Redundancy taking into consideration a completed pensions reform.

Article 29 – Discipline

The Bank has proposed that an appeals procedure be introduced as part of the current grievance and disciplinary process. The Appeals Board will be made up of one person, preferably having a banking and legal background, to review the disciplinary case heard and confirm or mitigate the verdict and/or penalty decided by the Grievance and Discipline Board.

It was agreed that both parties continue discussing possible candidates to chair an Appeals Board and the Grievance and Discipline Board and reach agreement on a new grievance and discipline procedure.

Salary Notches

The Bank and the Union agree that for the next Collective Agreement, discussions will be held on the possibility of introducing salary ranges to replace the present system of notches.

New Recruits

New staff members in the Supervisory and Clerical grades may receive a starting salary within ranges '1 to 4' of the salary structure, according to detailed criteria which will be based on the position/role, proven related working experience as well as related qualifications and knowledge.

New Grade

Another grade (scale 3B) under the Clerical Category was created – 'Administrative Support'. This grade will include Receptionists and Administrative Support staff. However, a move to Clerk and/or Signatory Clerk (Officer) would require application through an external call for applications. Internal staff members will be informed through a circular that an external call was issued.

Family Friendly Pot

The Family Friendly Pot will amount to €75,000 for the three (3) year period 2014 – 2016. The Pot will be used for Child Care, Preventive Medical Care and Sports. All claims will be reimbursed against receipt. Any amount not utilised during Year 1 will be carried forward to the following year. The Bank will endeavour to obtain an agreement with a leading hospital or clinic whereby the dependents of staff members benefit from a discount on preventive medical care. A policy will be drawn up by the end of Q2 2014 regarding the use of the allowance for sport activities.

Job Evaluation

The Bank will perform a job evaluation exercise for the Manager I/II grades to be concluded by June 2014. Positions currently in Manager II established to be at the Manager I level will be established as Manager I with incumbents considered as Manager II occupying a post of Manager I and it is envisaged that a number of managers will be promoted to the Manager II grade.

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Market Compensation for ITSD Staff Members 2014 – 2016

Introduction

This paper sets out the model that shall establish the eligibility and amount of the market compensation allowance to be granted to ITSD staff members whose skills are considered to be critical to the Bank. The model shall be applicable for the duration of the Collective Agreement 2014 – 2016.

Eligibility for Market Compensation

The market compensation allowance shall be granted to those staff members who satisfy the following criteria:

1. Have completed their probation period of six months in the case of a new staff member in the clerical category and a period of one year in the case of a new staff member in the managerial category.
2. Whose current **primary** role, responsibilities and related skills are considered to be critical to the Bank.
3. Whose skills are: (i) in demand; and (ii) in short supply in the local market.

Calculation of Market Compensation

The maximum market compensation allowance will not exceed €2,500 per annum. The allowance shall be determined by the following three factors:

1. The staff member's skill rate that will be established by the Head of Information Technology following consultation with line managers.
2. The number of years of proven career experience within the established role.
3. The allowance rate per month.

The formula shall be as follows:

Market Compensation Allowance =

(Actual Skill Rate + Experience Weighting) * 208.33 * 12) / (Max Skill Rate + Experience Weighting)

The Skill Rate shall be assigned by using the following criteria:

Skill Rate	Weight
Excellent	3
Good	2
Satisfactory	1

The Experience Weighting shall be assigned as follows:

Years of Experience	Weight
> 4 Years	3
> 2 to 4 Years	2
0 to 2 Years	1

Proposed Procedure to Establish the Supply & Demand

1. At the end of each year the Head of Information Technology in consultation with Human Resources will:
 - a. Establish a list of roles and related skills that are important to the Bank *(see attached memorandum dated 26th March 2014 from Head of Information Technology on the list of roles and the award/phased removal of the market compensation allowance for 2014)*.
 - b. Assess the local market in terms of supply and demand. This might require external consultancy.
 - c. Establish those roles and related skills that are eligible for market compensation.
2. On the basis of the above, Human Resources will prepare a list of those ITSD staff members that become entitled or have a change in market compensation allowance on the basis of the revised criteria mentioned above for approval by the CEO.

Proposed Annual Procedure to Re-Assess Skill Rate & Experience

At the end of each year:

1. The Line Manager:
 - Establishes whether the ITSD staff member has improved his skill rate.
 - Revises the years of experience related to the skill.
 - Forwards the assessment to the Head of Information Technology.
2. The Head of Information Technology:
 - Reviews and discusses the Line Managers' assessment.
 - Authorises or otherwise.
3. Human Resources / Finance:
 - Establishes the competence allowance due to the ITSD staff members.
 - Grants or updates the competence allowance in his/her next payroll.

APPENDIX C: SALARIES

MANAGERIAL SALARIES 2014-2016						
		<i>INC COLA</i>				
	31.12.2013		€	€	€	€
				2.5%	2.5%	2.5%
<i>Senior Manager</i>	37,457	→	39,000	39,975	40,974	41,999
<i>Manager II</i>	32,524	→	33,500	34,338	35,196	36,076
<i>Manager I</i>	30,835	→	31,300	32,083	32,885	33,707
CLERICAL SALARIES 2014-2016						
GRADE	31.12.2013		€	€	€	€
				1.5%	1.5%	1.5%
<i>Senior Officer</i>	15	25,568	[€ 245]	25,951	26,341	26,736
	14	25,323		25,706	26,096	26,491
	13	25,078		25,461	25,851	26,246
	12	24,833		25,216	25,606	26,001
	11	24,588		24,971	25,361	25,756
	10	24,343		24,726	25,116	25,511
	9	24,098		24,481	24,871	25,266
	8	23,853		24,236	24,626	25,021
	7	23,608		23,991	24,381	24,776
	6	23,363		23,746	24,136	24,531
	5	23,118		23,501	23,891	24,286
	4	22,873		23,256	23,646	24,041
	3	22,628		23,011	23,401	23,796
	2	22,383		22,766	23,156	23,551
	1	22,138		22,521	22,911	23,306
<i>Officer</i>	20	21,457	[€ 214]	21,779	22,105	22,437
	19	21,242		21,565	21,891	22,223
	18	21,028		21,351	21,677	22,009
	17	20,814		21,137	21,463	21,795
	16	20,600		20,923	21,249	21,581
	15	20,386		20,709	21,035	21,367
	14	20,172		20,495	20,821	21,153
	13	19,958		20,281	20,607	20,939
	12	19,744		20,067	20,393	20,725
	11	19,530		19,853	20,179	20,511
	10	19,316		19,639	19,965	20,297
	9	19,102		19,425	19,751	20,083
	8	18,888		19,211	19,537	19,869
	7	18,674		18,997	19,323	19,655
	6	18,460		18,783	19,109	19,441
	5	18,246		18,569	18,895	19,227
	4	18,032		18,355	18,681	19,013
	3	17,818		18,141	18,467	18,799
	2	17,604		17,927	18,253	18,585
	1	17,390		17,713	18,039	18,371

CLERICAL SALARIES 2014-2016

GRADE	31.12.2013		€	€	€	
	€		1.5%	1.5%	1.5%	
<i>Clerk</i>	16	19,131	[€ 214]	19,418	19,709	20,005
	15	18,917		19,204	19,495	19,791
	14	18,703		18,990	19,281	19,577
	13	18,489		18,776	19,067	19,363
	12	18,275		18,562	18,853	19,149
	11	18,061		18,348	18,639	18,935
	10	17,847		18,134	18,425	18,721
	9	17,633		17,920	18,211	18,507
	8	17,419		17,706	17,997	18,293
	7	17,205		17,492	17,783	18,079
	6	16,991		17,278	17,569	17,865
	5	16,777		17,064	17,355	17,651
	4	16,563		16,850	17,141	17,437
	3	16,349		16,636	16,927	17,223
	2	16,135		16,422	16,713	17,009
	1	15,921		16,208	16,499	16,795
GRADE	31.12.2013		€	€	€	
	€		1.5%	1.5%	1.5%	
<i>Administrative Support</i>	11	-		16,909	17,093	17,779
	10	-		16,725	17,157	17,595
	9	16,115	[€ 184]	16,541	16,973	17,411
	8	-		16,357	16,789	17,227
	7	-		16,173	16,605	17,043
	6	-		15,989	16,421	16,859
	5	-		15,805	16,237	16,675
	4	-		15,621	16,053	16,491
	3	-		15,437	15,869	16,307
	2	-		15,253	15,685	16,123
	1	-		15,069	15,501	15,939

NON-CLERICAL SALARIES 2014-2016

GRADE	31.12.2013		€	€	€	
	€		1.25%	1.25%	1.25%	
<i>Messenger or Tradesman</i>	36	19,313	[€ 184]	19,554	19,799	20,046
	35	19,129		19,370	19,615	19,862
	34	18,945		19,186	19,431	19,678
	33	18,761		19,002	19,247	19,494
	32	18,577		18,818	19,063	19,310
	31	18,393		18,634	18,879	19,126
	30	18,209		18,450	18,695	18,942
	29	18,025		18,266	18,511	18,758
	28	17,841		18,082	18,327	18,574
	27	17,657		17,898	18,143	18,390
	26	17,473		17,714	17,959	18,206
	25	17,289		17,530	17,775	18,022
	24	17,105		17,346	17,591	17,838
	23	16,921		17,162	17,407	17,654
	22	16,737		16,978	17,223	17,470
	21	16,553		16,794	17,039	17,286
	20	16,369		16,610	16,855	17,102
	19	16,185		16,426	16,671	16,918
	18	16,001		16,242	16,487	16,734
	17	15,817		16,058	16,303	16,550
16	15,633		15,874	16,119	16,366	
15	15,449		15,690	15,935	16,182	
14	-		15,506	15,751	15,998	
13	-		15,322	15,567	15,814	
12	-		15,138	15,383	15,630	
11	-		14,954	15,199	15,446	
10	-		14,770	15,015	15,262	

GRADE		31.12.2013		€	€	€	€
		€		1.25%	1.25%	1.25%	1.25%
	9	-		14,586	14,831	15,078	
	8	-		14,402	14,647	14,894	
	7	-		14,218	14,463	14,710	
	6	-		14,034	14,279	14,526	
	5	-		13,850	14,095	14,342	
	4	-		13,666	13,911	14,158	
	3	-		13,482	13,727	13,974	
	2	-		13,298	13,543	13,790	
	1	-		13,114	13,359	13,606	
Charwoman	25	16,498	[€ 154]	16,704	16,913	17,124	
	24	16,344		16,550	16,759	16,970	
	23	16,190		16,396	16,605	16,816	
	22	16,036		16,242	16,451	16,662	
	21	15,882		16,088	16,297	16,508	
	20	15,728		15,934	16,143	16,354	
	19	15,574		15,780	15,989	16,200	
	18	15,420		15,626	15,835	16,046	
	17	15,266		15,472	15,681	15,892	
	16	15,112		15,318	15,527	15,738	
	15	14,958		15,164	15,373	15,584	
	14	14,804		15,010	15,219	15,430	
	13	-		14,856	15,065	15,276	
	12	-		14,702	14,911	15,122	
	11	-		14,548	14,757	14,968	
	10	-		14,394	14,603	14,814	
	9	-		14,240	14,449	14,660	
	8	-		14,086	14,295	14,506	
	7	-		13,932	14,141	14,352	
	6	-		13,778	13,987	14,198	
	5	-		13,624	13,833	14,044	
	4	-		13,470	13,679	13,890	
	3	-		13,316	13,525	13,736	
	2	-		13,162	13,371	13,582	
	1	-		13,008	13,217	13,428	

Salary increases including the notch where applicable will be given subject to a performance grade of 'Good' or better.

Employees in the Clerical and Non-Clerical categories who are in the top notch will get the related increase as a one off payment subject to performance grade of 'Good' or better.

**Side Agreement MUBE – APS Bank
Collective Agreement 2014 - 2016**

APS Bank Profit Sharing Scheme

As stipulated in Clause 33 of the Collective Agreement, a bonus will be paid based on the Bank's performance, as established by the following criteria:

- This one-off bonus is paid over and above the salaries stipulated in Appendix C of the Collective Agreement;
- The bonus will be calculated on the excess amount over a predetermined pre-tax profit target figure;
- For the next three years, the proposed predetermined pre-tax profit target figure is set at as follows:

2014	2015	2016
€7,500,000	€7,750,000	€8,000,000

- The Bank will pay 10% of the excess amount over the predetermined pre-tax profit target figure;
- This amount will be distributed according to the attached framework and based on established rules.

A framework of the Profit Sharing Scheme

The Bonus will be calculated and distributed as follows:

BONUS Z amount

Table A

	A	B	C	D	E
Grades	No. of Employees	Weighting	Weighted Average	Total Bonus per Category	Bonus per Employee
Managers		1.54	A * B	C * (Total Amount of Bonus) Total of C	Distribute according to Table C below
Supervisors		1.11	A * B		D ÷ A
Clerks		0.86	A * B		D ÷ A
Non-Clerical		0.49	A * B		D ÷ A

The Bank will distribute the Total Bonus per Category according to Table B below:

Table B

	<u>2014</u> (Paid out in 2015)	<u>2015</u> (Paid out in 2016)	<u>2016</u> (Paid out in 2017)
Managerial	Subject to performance grade	Subject to performance grade	Subject to performance grade
Supervisory	Subject to performance grade	Subject to performance grade	Subject to performance grade
Clerical and Non-Clerical	Equal bonus distributed to staff members in that grade.	Subject to performance grade	Subject to performance grade

The Profit Sharing Bonus subject to performance grade will be distributed as shown in Table C:

Table C

Performance Grade	Number of employees	Weighting
Outstanding	x amount	1.5
Very Good	x amount	1.0
Good	x amount	0.7
Needs Improvement	x amount	0.2
Poor Performance	x amount	0.0
Total	x amount	3.4

The Bonus as well as salary increases will start being paid in June of each year following approval of the Bank's audited financial statements at the Annual General Meeting (with effect from January of the same year and following the completion of the previous year's performance management programme).

Profit Sharing Scheme Rules

New Employment and Resignations

- In the event of new employment any individual must have worked a minimum of six months to benefit from the Profit Sharing Scheme. These employees will be paid on a pro rata basis.
- Individuals who resign during the year will not be entitled to the profit sharing bonus.

Promotions

- Employees who are promoted during the year will receive the bonus of their new grade on a pro rata basis provided that they have been in their present post for a minimum period of six months.

Paid maternity leave (14 weeks)

- Employees who are on paid maternity leave will be entitled to receive the bonus. However the bonus paid during this paid maternity leave cannot be higher than that of a performance rating of *Good*.
- Staff members availing of, or returning from maternity/unpaid leave, and who are physically at work for more than six (6) months during a calendar year, should have their PMP targets and assessment carried out. Staff members who are to work for less than six (6) months are not required to perform a PMP assessment and will be assigned an overall rating of *Good*.

Employees on Long term Sick Leave

- Payment of bonus to employees on long term sick leave is subject to the Bank's discretion and assessed on a case by case basis. It is being suggested that ownership of such decisions should be of the CEO. If a decision is taken to pay the bonus, then the amount paid during long term sick leave cannot be higher than that of a performance rating of *Good*.

Reduced Hours

Employees working on reduced hour basis will receive the profit sharing bonus on a pro rata basis. Bonuses will be based on the agreed reduced hours schedule of work of the employee.