

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act this 6th day of XXX 2017 between the **J COMPANY (SINGAPORE) PTE LTD**, being a company registered in the Republic of Singapore and having a place of business at XXXXXXXXXXXX (hereinafter called the "Company") of the one part and the **CHEMICAL INDUSTRIES EMPLOYEES UNION** of No 3, Bukit Pasoh Road, #06-00, Singapore 089817, being a trade union of employees registered pursuant to the Trade Unions Act (hereinafter called the "Union") of the other part.

WHEREIN IT IS DECLARED between the Union and the Company that the terms and conditions of service shall be observed by the Company in relation to the employees as contained in this Agreement.

NOW IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

I GENERAL PROVISIONS

CLAUSE 1 TITLE

This Agreement shall be known as the "**J COMPANY (SINGAPORE) PTE LTD EMPLOYEES' AGREEMENT 2017**".

CLAUSE 2 SCOPE OF AGREEMENT

- (1) This Agreement shall cover all locally engaged employees of the Company with the exception of -
- (a) Employees on probation;
 - (b) Part-time employees;
 - (c) Contract employees; and
 - (d) Managerial, executive and confidential staffs.

- (2) Notwithstanding Section (1) of this clause, limited representation shall be extended to all executives of the Company. Refer to Appendix I for the list of job positions of the Company.
- (3) In the context of this Agreement, refer to Appendix I for the list of exempt and non-exempt employees.

CLAUSE 3 DURATION OF AGREEMENT

- (1) This Agreement shall take effect on 1st XXX 2017 and shall remain in force until 31st XXX 2020.
- (2) During the currency of this Agreement, neither the Company nor the Union shall seek to vary, modify or annul any of its terms in any way whatsoever, save as is provided herein or by operation of law.
- (3) Negotiations for the new collective agreement shall commence not earlier than three (3) months prior to the date of expiration of this Agreement.

CLAUSE 4 RECOGNITION

- (1) The Company recognises the Union as the sole collective negotiating body in respect of all terms and conditions of service of the employees coming within the scope of this Agreement. Any changes by the Company to the terms and conditions of service of such employees shall not take effect before their incorporation into this Agreement by variation under the provisions of section 45 of the Industrial Relations Act.
- (2) All correspondence from the Company to employees covered by this Agreement and relating to matters within the scope of this Agreement shall be copied to the Union.
- (3) The Union ensure all its members loyally co-operate in working for the advancement of the Company's interest and business.

CLAUSE 5 NON-UNION MEMBERS

Employees within the scope of this Agreement, who are not members of the Union, shall not receive benefits more favourable than those conferred on the union members under this Agreement.

CLAUSE 6 GRIEVANCE PROCEDURE

(1) The Company recognises the Union as the sole collective negotiating body. Recognising the value and the importance of full discussions in clearing up misunderstandings and preserving harmonious relations, every possible effort shall be made by both the Company and the Union to dispose of any grievances or complaints from employees at the lowest possible level and as expeditiously as possible in the following manner:

(a) Step One

Any employee who has a grievance may, within three (3) working days of its arising, bring the matter to the attention of the immediate superior or, where such grievance is against their immediate supervisor, to the attention of their Department Head, who shall render a decision within a reasonable period of time, normally three (3) working days from the date the grievance was brought to their attention.

(b) Step Two

If the employee concerned is aggrieved by the decision given under sub-clause (a) above, the employee may within three (3) working days thereof, refer the matter to the Department Head or, where the grievance is against the Department Head, to the General Manager for settlement, who shall render a decision within a reasonable period of time, normally three (3) working days from the date the grievance was brought to their attention. Employees covered by the Memorandum of Agreement between the Company and the Union may be accompanied by a Union Official.

(c) Step Three

If the employee is still dissatisfied with the decision given under the sub-clause (b) above, the employee may refer the matter to the General Manager or, where the grievance is against the General Manager, to the Managing Director, who shall render a decision within a reasonable period of time, normally three (3) working days from the date the grievance was brought to their attention. Employees covered by the Memorandum of Agreement between the Company and the Union may be accompanied by a Union Official.

(d) Step Four

After exhausting all the above steps, the Company Management or Union may refer any unsettled grievances to the Ministry of Manpower for conciliation.

(e) Step Five

In the event there is no settlement after Step four has been taken, the matter shall be dealt with in accordance with the Industrial Relations Act.

- (2) The detailed Grievance Procedure of the Company is attached in Appendix II.

CLAUSE 7 REFEREE

Any dispute between the parties to this Agreement while it is in force and arising out of its operation shall be referred by either party to the President of the Industrial Arbitration Court who shall have the discretion to select a referee appointed in accordance with section 43 of the Industrial Relations Act to determine the dispute.

CLAUSE 8 EMPLOYEES' LIST

- (1) The Company shall submit to the Union a list of the employees coming within the scope of this Agreement showing the -

- (a) Employees' names;
 - (b) Employees' identification numbers;
 - (c) Employees' grades/classes; and
 - (d) Employees' new rates of pay.
- (2) The Company shall submit up-to-date lists as at 31st December of each year to reach the Union not later than 1st July of the following year.

PART II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

CLAUSE 9 TERMS AND CONDITIONS OF EMPLOYMENT

- (1) The terms and conditions of employment for all employees shall not be less favourable than those laid down in -
- (a) The Employment Act;
 - (b) The Work Injury Compensation Act;
 - (c) The Central Provident Fund Act;
 - (d) The Enlistment Act;
 - (e) The Retirement and Re-employment Act;
 - (f) The Child Development Co-Savings Act; and
 - (g) Such other legislation as may be enacted in the Republic of Singapore during the term of this Agreement affecting the provisions herein.

CLAUSE 10 PROBATION

- (1) A newly engaged employee shall serve a probationary period of -
- (a) For non-exempt employees: Three (3) months; or
 - (b) For exempt employees: Six (6) months.
- (2) The Company may extend such probationary period for a further three (3) months where it deems necessary, in which event the employee shall be so informed within one week (grace period) upon the expiry of the first probationary period. In the absence of a notice for extension of probation within the aforementioned

grace period, the employee shall be deemed to be confirmed in his employment.

- (3) In the event that an employee is exemplary, the company may grant the employee an early confirmation.
- (4) On completion of his probationary or extended probationary period, an employee shall be issued a letter of confirmation of employment if his work has been found satisfactory.
- (5) On confirmation, the terms and conditions of the employee concerned shall be regulated in accordance with this Agreement and he shall then be deemed to be within the scope of this Agreement.

CLAUSE 11 WORKING HOURS AND OVERTIME

- (1) The working hours for the employees shall be as follows:
 - (a) Normal Shift

Monday to Friday	:	8.30 am to 5.30 pm
Meal break	:	1 hour lunch break
 - (b) 3 Rotating Shift

1st shift	:	7.30 am - 4.00 pm
2nd shift	:	3.30 pm - 12.00 am
3rd shift	:	11.30 pm - 8.00 am.
Meal break	:	45 minutes break per shift
- (2) Any overtime work undertaken at the request of the Company after working hours, the employees shall be paid one and half (1.5) times of the basic hourly rate of pay. The limit of overtime hours on a normal scheduled eight (8) work hour day is an additional of four (4) hours, whereas overtime performed on a non-working day will have a limit of twelve (12) hours.
- (3) Notwithstanding sub-clause (2), for overtime beyond midnight, it shall be paid at two (2) times the hourly basic rate of pay.
- (4) In accordance with the provisions of the Employment Act, non-workmen earning up to \$2,500 shall be paid overtime.

CLAUSE 12 REST DAYS

- (1) If an employee is required to work on a rest day, he shall be paid as follows:
 - (a) One (1) day's salary at his basic rate of pay for work up to half his normal contractual hours of work;
 - (b) Two (2) days' salary at his basic rate of pay for work exceeding half and up to his normal daily working hours; or
 - (c) If the period of work exceeds the normal contractual hours of work for one day, a sum at two (2) times the basic hourly rate of pay for the actual hours worked in excess of the normal day's work.
- (2) For exempt employee who are required to work on rest day (with prior supervisor's authorisation) as stated in Appendix I, a compensatory day-off shall be granted. Compensatory day-off must be consumed by the end of the year and cannot be carried forward to the next year; otherwise it will be forfeited.

CLAUSE 13 PUBLIC HOLIDAYS

- (1) In accordance with the provisions of the Employment Act, every employee shall be entitled to all gazetted public holidays with full pay with the exception of the following:
 - (a) When an employee is on leave of absence without pay granted by the Company at the request of the employee.
 - (b) When an employee absents himself from work on the working day immediately preceding or immediately succeeding a holiday or any day substituted therefor without the prior consent of the Company or without reasonable excuse.
- (2) If a public holiday falls on a non-working day, the working day following immediately after shall be a paid holiday. Alternatively, the Company may grant an additional one (1) day of annual leave

in replacement for the public holiday. The credited annual leave that was converted from the public holiday would be paid when his/her employment with the company ceases.

- (3) Employee who at the request of his employer works on a Public Holiday shall be paid an additional one (1) day salary at the basic rate of pay for working on the public holiday. If the period of work exceeds the normal contractual hours of work for one day, a minimum sum will be paid at one and a half (1.5) times as per normal overtime rate for the hours worked in excess of the normal day's work.

CLAUSE 14 OTHER CONDITIONS OF EMPLOYMENT

Any other conditions of employment not mentioned herein shall be governed by the Employment Act and the Industrial Relations Act.

(III) TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

CLAUSE 15 RETIREMENT AND RE-EMPLOYMENT

- (1) In accordance with the Retirement and Re-Employment Act, the Company shall provide re-employment to employees who will be reaching the age of 62 subject to the following:
 - (a) Employee must be medically fit for the job to continue working; and
 - (b) Employee must have satisfactory or above work performance.
 - (c) Contract of re-employment shall be renewable yearly to the recommended re-employment age limit stated in the Retirement and Re-employment Act, so long as employees continue to meet eligibility criteria under sub-clause 1(a) and 1(b).

- (2) The company shall provide retirement planning before age 62 and re-employment counselling not less than six (6) months prior to the staff reaching the age 62.
- (3) Employees who are eligible for re-employment with the company shall be offered re-employment in one of the following job arrangements:
 - (a) Re-employed in the same job; or
 - (b) Re-employed with modifications to the existing job or re-deployed to a different job or
 - (c) Re-employed on flexible work arrangement, such as part-time or job sharing.
- (4) The re-employment terms and conditions offered to employees shall take into consideration terms equitable to the employee and the cost competitiveness for the Company and shall be in accordance with Tripartite Guidelines on the Re-employment of Older Employees.
- (5) In the event the Company is not able to offer re-employment to eligible employees, the company shall provide employment assistances as follows:
 - (a) A one-off Employment Assistance Payment (EAP) of three and a half (3.5) months' gross salary or \$5,500, whichever is higher, capped at a maximum of \$13,000.
 - (b) Assist staff with employment assistance with a job placement agency.

CLAUSE 16 RETRENCHMENT

- (1) In the event of a situation of redundancy, the Company shall inform the Union in writing of impending retrenchment at least one (1) month before redundancy notice or re-organisation is given to the affected employees.

- (2) The notice of termination of service to any employee so affected shall not be less than one (1) month or one (1) month's pay in lieu of notice.
- (3) The quantum of retrenchment benefit shall be one (1) month's salary for each completed year of service and pro-rated thereof for any incomplete year of service subject to the employee having completed a minimum period of two (2) years' continuous service or such minimum length as prescribed by the Employment Act, at the date of termination of employment.
- (4) For those with less than two (2) years' continuous service, they will receive ex-gratia payment of half (0.5) month's salary per year of service and pro-rated thereof for any incomplete year of service.
- (5) For the purpose of this clause, "salary" means last drawn basic salary.
- (6) Unutilised annual leave shall be encashed to the affected employees.
- (7) The Company shall pay retrenchment benefit or ex-gratia as spelt out in sub-clause (3) and (4) of this clause upon termination of an employee's service due to:
 - (a) Cessation of the Company's business
 - (b) Placement of the Company under receivership or liquidator
 - (c) Discontinuance of the employee's service as a result of the Company transferring the whole or part of its undertaking or property

(IV) SALARY AND OTHER MONETARY ITEMS

CLAUSE 17 SALARY AND ANNUAL INCREMENT

- (1) The Company and the Union shall consult the Union on the annual increment of the bargainable employees in January each year.
- (2) Every confirmed employee in the Company shall receive his / her annual increment not later than March of each year. However, annual increment payout is dated to 1st January of each year.
- (3) Confirmed employees with less than one (1) year service in the Company shall receive pro-rated annual increment not later than March of each year.

CLAUSE 18 ANNUAL WAGE SUPPLEMENT

- (1) The Company shall pay an Annual Wage Supplement equivalent to one (1) month's basic pay to each employee in the month of December.
- (2) Employees who have not completed twelve (12) months of continuous service at the time of the payment of the annual wage supplement shall be entitled to the annual wage supplement on a pro-rated basis.
- (3) Pro-rated annual wage supplement based on the period of completed service shall be paid to employees who are retrenched, retired, medically boarded out or death whilst in the Company's service.
- (4) Employees who are granted leave of absence without pay shall not be entitled to annual wage supplement for that period of absence.

CLAUSE 19 VARIABLE BONUS

- (1) The Company shall consult the Union on the variable bonus of each financial year in January of the following year.

- (2) The Company shall pay each employee variable bonus not later than March following the financial year.
- (3) Employees must remain in the employment of the Company as on the day of payment to qualify for variable bonus.
- (4) Employees who have not completed twelve (12) months' service at the time of payment of the variable bonus shall receive pro-rated variable bonus.
- (5) The variable bonus shall be paid based on the operating performance of the company.

CLAUSE 20 SHIFT ALLOWANCE

- (1) The Company shall pay a fixed monthly shift allowance of \$300.00 per month to all shift employees. In addition, the Company shall pay a night shift allowance of -
 - (a) For half-night shift: \$16.00 per night; or
 - (b) For full-night shift: \$32.00 per night.
- (2) Non-shift employees who are required to perform shift work for a continuous period of more than two (2) calendar weeks on a temporary basis shall receive pro-rated shift allowance rounded down to the nearest week.
- (3) For shift employee who is transferred to Day work, at the request of the Company, shift allowance shall continue to be paid for a maximum period of up to two (2) months effective from the date of transfer. Thereafter, shift allowance shall be totally withdrawn.
- (4) For shift employee who request for such transfer, shift allowance withdrawal shall take effect immediately.

CLAUSE 21 CALL OUT

- (1) "Call Out" is defined as unscheduled overtime work for which an employee has to return to work from home without having been given prior notice.

- (2) Call Out shall not apply if employee working on a particular shift that day is given prior notice at least three (3) hours earlier to report to work. In such cases, employees are paid at the appropriate overtime rate.
- (3) An employee who is required to perform an unscheduled overtime work shall be provided with at least four (4) hours' work. However, if the work performed by the employee is less than four (4) hours, the employee shall be paid a minimum of four (4) hours at the appropriate overtime rate.
- (4) The Company shall also pay for the transport expenses based on the terms indicated in Clause 24.
- (5) Such call-out shall commence at the time he is requested to report or the time he actually reports for work whichever is later.
- (6) An employee who is called out for such work but on the way to work or on reporting to his / her place of work, is informed by his / her immediate superior of the call out cancellation, will still receive the transport expenses based on the terms indicated in Clause 24.

CLAUSE 22 ATTENDANCE RECOGNITION INCENTIVE

- (1) All non-exempt employees who have a perfect attendance record for an entire half year (January to June and July to December) are eligible for an attendance incentive of \$330 per half year.
- (2) In addition, non-exempt employee will be awarded an additional \$330 for having a perfect attendance record for the entire year.
- (3) All exempt employees who have a perfect attendance record for an entire half year (January to June and July to December) are eligible for an attendance incentive of \$150 per half year.
- (4) In addition, exempt employees will be awarded an additional \$150 for having a perfect attendance record for the entire year.
- (5) Employees who have taken any unpaid leave excluding all statutory unpaid leave shall not be entitled to any attendance incentive.

- (6) Employees who take the following types of leave shall be deemed to be present for the purpose of this clause -
 - (a) Annual Leave;
 - (b) All official paid time-off;
 - (c) Marriage Leave;
 - (d) Maternity/Paternity Leave;
 - (e) Examination Leave;
 - (f) Compassionate Leave; and
 - (g) Critical Illness Leave.
- (7) For the purpose of this clause, "official paid time-off" shall include the following:
 - (a) Time-off for Union matters;
 - (b) Time-off for in-camp training, National Service reporting and IPPT tests; and
 - (c) Time-off to attend Company sponsored courses and training programmes.

CLAUSE 23 WARM CLOTHING ALLOWANCE

- (1) All employees who are required to travel overseas, on business or training course to countries at a time when warm clothing is required are entitled to a warm clothing allowance up to \$500 or equivalent. The allowance is paid for the first journey and expected to cover any subsequent journey within the next three (3) years.
- (2) Employees who are based overseas or assigned overseas would not be entitled to the warm clothing allowance.

CLAUSE 24 TRANSPORT ALLOWANCE

- (1) The Company shall continue its practice of providing transport for all employees to and from the designated pick up point to the Company.
- (2) Transport allowance shall be paid to all employees as follows:
 - (a) Using Company Bus: All shift/non-shift employees shall be eligible for a transport allowance of \$150 per month;
 - (b) Using Employees' Own Motor Vehicle: All shift/non-shift employees who drive their own motor vehicle to travel to and from work place shall be eligible for a transport allowance of \$250 for motor cycle or \$425 for motor car.
- (3) The allowance will be subjected to CPF contributions and individual tax liabilities, but do not form part of any AWS or bonus calculation.
- (4) Employees who are required to work overtime will be reimbursed as follows:
 - (a) Two (2) hours of overtime continuously into or from the employee's normal contractual working hours, off day, rest day or public holiday:
Actual taxi fare reimbursement (against receipt) or mileage claim from Boon Lay MRT Station or home to workplace and vice versa, whichever is lower.
 - (b) Four (4) hours of overtime continuously into or from the employee's normal contractual working hours, off day, rest day or public holiday:
Actual taxi fare reimbursement (against receipt) or mileage claim from home to workplace and vice versa, whichever is lower.
 - (c) If an employee is required to work overtime beyond the operational hours of public transport (i.e. bus/MRT):

Actual taxi fare reimbursement (against receipt) or mileage claim from home to workplace and vice versa, whichever is lower.

- (5) Any employee who misses the transport due to the breakdown of the vehicle or due to any unforeseen circumstances on the part of the transport contractor can claim from the transport contractor for the taxi fares incurred through the Company.

PART V LEAVE ITEMS

CLAUSE 25 ANNUAL LEAVE

- (1) Every employee with at least three (3) months continuous service with the Company shall be granted paid annual leave as follows:

Years of Service	Working Days
1 st – 3 rd year of service	Fifteen (15)
4 th – 6 th year of service	Sixteen (16)
7 th – 9 th year of service	Eighteen (18)
10 th year of service onwards	Twenty-two (22)

- (2) Employees who have not completed twelve (12) months of continuous service in any year shall be entitled to annual leave in proportion to the number of completed months in that year.
- (3) If an employee terminates his/her service or has his/her service terminated before he/she has taken his/her annual leave, the Company shall pay for any leave not taken, up to and including the day of termination.
- (4) The unconsumed annual leave earned in that year will be carried forward and expire on 31st December of the following year. Unless prior approval has been sought to 'carry forward' the expired leave, it will be forfeited. Expired leave will not be allowed

to be carried forward beyond three (3) months from the date of expiry.

- (5) All leave taken on the eve of any of the festive holidays shall be treated as one day's leave and not half day's leave.

CLAUSE 26 SICK LEAVE

- (1) Employees with at least three (3) months continuous service with the Company shall upon production of a certificate issued by the Company doctor or a Government medical officer, be entitled to paid sick leave not exceeding in the aggregate as follows:
 - (a) Fourteen (14) working days in each calendar year if no hospitalisation is necessary; or
 - (b) Sixty (60) working days in each calendar year if hospitalisation is necessary subject to offsetting the sick leave that has been taken under paragraph (a) during the calendar year.
- (2) An employee's absence caused through dental illness shall, on production of medical certificate issued by any Singapore registered Dental Practitioner or a Government medical officer, be treated as normal paid sick leave under sub-clause (1) of this clause.

CLAUSE 27 MATERNITY LEAVE

- (1) All female employees who have been employed by the Company with at least three (3) months of continuous service with the Company shall be entitled to paid maternity leave of 16 weeks, subject to the conditions stipulated in the Child Development Co-Savings Act.
- (2) A female employee who does not qualify for maternity leave under sub-clause (1) above but who has completed not less than three (3) months of continuous service in the company shall be entitled to 8 weeks of maternity leave on full pay and another 4 weeks of

maternity leave without pay, subject to the conditions stipulated in the Employment Act.

- (3) Any absence from work due to premature or still birth on or after the 7th month gestation shall be considered as paid maternity leave in accordance with the provision of the Employment Act and the Child Development Co-Savings Act.
- (4) If at the expiry of the maternity leave the employee is medically certified unfit for duty, her absence shall be treated as normal sick leave in accordance with Clause 26 of this Agreement.

CLAUSE 28 PATERNITY LEAVE

- (1) A male employee who has served the Company for at least three (3) months and whose new-born child shall be entitled to paid paternity leave as follows:
 - (a) For employee whose child is a Singaporean citizen: Two (2) working week in accordance with the Child Development Co-Savings Act; or
 - (b) For employee whose child is a non-Singaporean citizen: Two (2) working days.
- (2) Paternity leave shall be taken within sixteen (16) weeks of the birth of the child. With mutual agreement between the company and employee, it may be taken flexibly within twelve (12) months of the birth of the child.

CLAUSE 29 SHARED PARENTAL LEAVE

A male employee shall be entitled to share up to four (4) weeks of the sixteen (16) weeks of paid maternity leave of his wife, subject to conditions of the Child Development Co-Savings Act. The leave shall be taken as a continuous block of one (1) week. Where mutually agreed between the company and the employee, the leave may be taken flexibly within twelve (12) months of the birth of the child.

CLAUSE 30 CHILDCARE LEAVE

- (1) The Childcare Leave is part of the overall package of measures to make Singapore a great place for families and support parenthood.
- (2) Every employee who has served the Company for at least three (3) months and who has a child below the age of seven (7) years shall be entitled to paid childcare leave in a year as follows:
 - (a) For employee whose child is a Singaporean citizen: Six (6) working days in accordance with the Child Development Co-Savings Act; or
 - (b) For employee whose child is a non-Singaporean citizen: Three (3) working days.
- (3) An employee who has served the company for at least three (3) months and whose child is a Singapore citizen aged between 7 to 12 years (inclusive) shall be entitled to two (2) days of paid child care leave per year, subject to the conditions in the Child Development Co-Savings Act.

CLAUSE 31 RESERVIST

The Company shall comply with the provisions of the Enlistment Act. Such leave shall be granted on the production of documentary proof.

CLAUSE 32 SPECIAL PAID LEAVE

- (1) Compassionate leave
 - (a) Death of spouse, parents, children or parents-in-law, grandparents, brothers or sisters : Four (4) working days per case.
 - (b) Serious illness of spouse, children, parents, parents-in-law, grandparents, brothers or sisters : Two (2) working days per admission

"Serious illness" is defined as being hospitalised other than for 'observation' purposes. In the event the hospitalisation is less than two (2) days, the entitlement for such paid leave shall be one (1) day.

- (2) Auspicious leave
- Marriage of employee : 4 working days on the occasion of his/her first legal marriage.

CLAUSE 33 EDUCATION LEAVE

The Company may grant, subject to exigency of service, special leave with pay to Branch officials who are selected to attend trade union education courses sponsored by the Union or NTUC, after approval by management of Company.

CLAUSE 34 UNION DAY

The Company may grant one day's special leave to all union officials on CIEU Anniversary Day or any other day as decided by the Executive Council of the Union from time to time, after approval by management of Company.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

CLAUSE 35 MEDICAL AND DENTAL BENEFITS FOR EMPLOYEES/DEPENDANTS

- (1) Every employee shall enjoy the privilege of free medical attention, treatment and medicines from the Company doctors.
- (2) All confirmed employee shall be eligible to free outpatient medical and dental attention from any registered medical practitioner in Singapore.
- (3) Employees are to submit medical receipts for eligible claims within three (3) months of the occurrence for reimbursement.

- (4) Government specialist consultation fees shall be claimable if referred by the Company doctor.
- (5) The Company shall reimburse the employee and his/her dependants the cost of treatment given by a Company appointed doctor or a registered medical practitioner, subject to a maximum of \$1500.00 per calendar year as outlined in Appendix III.
- (6) The dependants of all confirmed employees shall be eligible with conditions to free outpatient medical and dental attention and treatment at any registered medical clinics in Singapore as outlined in Appendix III.
- (7) The above-amount for the employee and his/her dependants will be pro-rated accordingly if the employees' employment service for the first year is not more than twelve (12) continuous months.
- (8) The medical benefit for each employee and dependant is non-transferable and non-accumulative.
- (9) The Company shall not bear -
 - (a) Cost of medical, optical, surgical, dental or other appliances including spectacles, contact lenses and dentures;
 - (b) Any expenses arising out of self-inflicted injuries or illness or disease caused by misconduct;
 - (c) Any expenses pertaining to pregnancy, confinement, abortion or miscarriage;
 - (d) Any expenses for treatment in mental cases which were certified by a Singapore Government medical officer;
 - (e) Any expenses in respect of any illness or accident arising out of and in the course of employment which constitutes a valid claim under the terms of Work Injury Compensation Act; other than in accordance with the Act; or
 - (f) Any expenses incurred in respect of illness or disability arising from attempted suicide, the performance of an unlawful act, exposure to any unjustifiable hazard (except when endeavouring to save human life), provoked assault;

the abuse of drugs or any breach of the peace or disorderly conduct.

CLAUSE 36 HOSPITALISATION BENEFITS

- (1) Every employee shall be eligible for paid hospitalisation leave up to an aggregate of 60 days in any calendar year subject to offsetting any sick leave taken during the calendar year.
- (2) Every employee shall, if the Company doctor or Government medical officer recommends that hospitalisation is necessary, be entitled to hospitalisation benefits as stipulated in the Group Hospitalisation and Surgical Insurance Scheme between Company and NTUC Income.
- (3) Non-exempt employees shall be eligible for Plan 4 and Exempt employees shall be eligible for Plan 3 as spelt out in Appendix IV to this Agreement.

CLAUSE 37 LONG TERM CRITICAL ILLNESS/INJURY LEAVE

- (1) Every employee with at least twelve (12) months continuous service with the Company, who is diagnosed with a curable critical illness (such as tuberculosis, cancer, liver failure or other lung and cardiovascular diseases) or recoverable critical injury by the Company appointed doctor or a Government medical officer and which require prolonged medication, treatment or isolation shall be eligible for long term leave.
- (2) The long term leave on the recommendations of the Company appointed doctor or the Government medical officer shall be as follows:
 - First 6 months - Full Pay;
 - Next 6 months - Half Pay; and
 - Third 6 months - No Pay.

- (3) At the end of the above period, if the employee concerned is still not able to perform his/her daily normal duties and responsibilities, the Company may terminate his/her employment, in consultation with the Union.

The onus is on the employer to produce documentary evidence to support his case.

- (4) An employee whose services have been terminated based on medical grounds shall be eligible for the following medical board-out payments:
 - (a) Termination notice or payment in lieu of notice as specified in the Collective Agreement;
 - (b) Salary payment, up to and inclusive of the employee's last day of service with the Company;
 - (c) Payment of any statutory benefits including pro-rated AWS and annual leave; and
 - (d) Lump sum ex-gratia payment of three (3) weeks per year of service, capped at eighteen (18) years length of service.
- (5) An employee who sustains non-recoverable critical injury not in the course of employment and is not fit to perform his/her normal duties for which he/she is employed shall be medically boarded out immediately:
 - (a) Provided that either the medical authority in charge of his/her case, the Company appointed doctor or a Government medical officer confirms his/her injury as not recoverable.
 - (b) The employee shall be entitled to the medical board-out payments specified in sub-clause (4) of this clause.

CLAUSE 38 WORK INJURY COMPENSATION INSURANCE

The Company shall insure all employees against any industrial accident that may occur arising out of and in the course of employment in accordance with the provisions of the Work Injury Compensation Act (WICA).

CLAUSE 39 GROUP TERM LIFE AND ACCIDENT ASSURANCE PLANS

(1) The Company shall provide two life assurance plans to employees on a 24-hour world-wide basis as follows:

(a) Group Term Life Insurance

In the event of an employee's death or total permanent disablement, the employee's beneficiary(ies) shall be paid twenty-six (26) months of his last drawn base salary.

(b) Group Personal Accident Insurance

In the event of an employee's death, total and permanent disablement and dismemberment arising from an accident, the employee's beneficiary(ies) shall be paid twenty-six (26) months of his last drawn base salary.

PART VII MISCELLANEOUS ITEMS

CLAUSE 40 PERSONAL PROTECTIVE EQUIPMENT

- (1) The Company shall issue five (5) sets of uniform per annum, safety shoes, safety glasses and any other as required to all production related employees upon confirmation of employment.
- (2) It is compulsory for employees issued with uniform to wear them whilst on duty.
- (3) Uniform and safety shoes exchange shall be available on a yearly basis and subjected to an approval inspection.
- (4) Upon resignation, employees are to return their uniforms and safety shoes in good and clean condition.

CLAUSE 41 LONG SERVICE AWARD

- (1) The Company shall grant a long service award to those employees with long service as follows:
 - (a) 5 years of continuous service - \$500.00 cash
 - (b) 10 years of continuous service - \$1000.00 cash

- (c) 15 years of continuous service - \$1250.00 cash
- (d) 20 years of continuous service - \$1500.00 cash
- (2) The amount from the award will be credited to the employee's bank account. This award will be subject to individual tax liabilities and not to CPF contributions.

CLAUSE 42 PROGRESSIVE WAGE MODEL

- (1) The Company shall in co-operation with the Union establish a Progressive Wage Model.
- (2) The Progressive Wage Model comprises of four (4) components, namely a Wage Ladder, a Skills Ladder, a Career Ladder and a Productivity Ladder. An employee shall progress up the various Ladders according to their individual's performance and capabilities.
- (3) The Wage Ladder comprises of market competitive wage ladder/salary grades, the Union and the Company shall review the employees's eligibility to be upgraded and take such measures to enable the employee to be upgraded.
- (4) The Skills Ladder comprises of the skills set within each salary grade. The Company shall continue to provide adequate facilities to enable the employees to attain the skills and knowledge through its on-the-job training programmes in order for the employee to progress up the Skills Ladder.
- (5) The Career Ladder chart the career path for the employees. When an employee reach the next promotional grade, the Company and the Union shall review the employee's eligibility to be promoted.
- (6) The Company and the Union shall consider ways to enhance productivity through measures such as "Easier, Safer and Smarter" for employees to adopt.
- (7) With skills upgrading and productivity improvement, the Company and the Union shall discuss on rewards such as gain-sharing or ranging up of salary.

CLAUSE 43 WORK-LIFE BALANCE

The Company recognises the need for and places priority on pursuing the introduction of conditions of work that assist employees with family responsibilities to effectively discharge both responsibilities. The Company shall whenever practicable, provide flexible working arrangements which balance service requirements with the employee's family needs. In support of work-life balance, the Company shall promote work-life integration by organising family oriented programmes and encouraging employee's active participation with their families in such events.

CLAUSE 44 NOTICE OF VACANCY

The Company shall, as far as circumstances permit, put up a suitable reasonable notice to inform employees of any vacancy it intends to fill.

CLAUSE 45 CHILD BIRTH GIFT

Every employee shall be entitled to a child birth gift hamper of \$80.00 on the birth of his/her legal child.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first hereinbefore mentioned.

Signed for and on behalf of:

**J COMPANY (SINGAPORE)
PTE LTD**

**CHEMICAL INDUSTRIES
EMPLOYEES UNION**

Managing Director

Executive Secretary

General Manager

Branch Chairman

Branch Secretary

Committee member

In the presence of:

Finance Manager

Senior Officer, Industrial Relations

J COMPANY (SINGAPORE) EMPLOYEES' AGREEMENT 2017

JOB POSITIONS COVERED UNDER COLLECTIVE AGREEMENT

Employees under full representation		
S/N	Job Positions	
1.	Administrative Officer	Exempt employees
2.	Colour Lab Technician	Non-exempt employees
3.	Customer Service Officer	Exempt employees
4.	Laboratory Technician	Non-exempt employees
5.	Logistics Supervisor	Exempt employees
6.	Maintenance Technician	Non-exempt employees
7.	Production Technician	Non-exempt employees
8.	Senior Customer Service Officer	Exempt employees
9.	Senior Laboratory Technician	Non-exempt employees
10.	Senior Maintenance Technician	Non-exempt employees
11.	Senior Warehouse Assistant	Non-exempt employees
12.	Senior Production Technician	Non-exempt employees
13.	Warehouse Assistant	Non-exempt employees
14.	Technical Service Officer	Exempt employees
15.	R&D Laboratory Technician	Exempt employees

Employees under limited representation		
S/N	Job Positions	
1.	Assistant Production Supervisor	Non-Exempt employees
2.	Blending Supervisor	Non-Exempt employees
3.	Production Supervisor	Non-Exempt employees
4.	Maintenance Supervisor	Non-Exempt employees
5.	Warehouse Supervisor	Non-Exempt employees

J COMPANY (SINGAPORE) EMPLOYEES' AGREEMENT 2017

GRIEVANCE PROCEDURE GUIDE OF THE COMPANY



J COMPANY (SINGAPORE) EMPLOYEES' AGREEMENT 2017
OUTPATIENT MEDICAL AND DENTAL TREATMENT SCHEDULE

Combined limit for both employees and dependants only	
Per calendar year limit	\$1,500

The word “Dependant” shall include the spouse, children and parent of the employee:

- (1) Employee's spouse;
 - Not divorced or legally separated from the employee; and
 - He/she is not gainfully employed

- (2) Employee's children;
 - Each child of the employee is at least 15 days old and is under 19 years of age or below 25 if he is a full-time student in an institution of higher learning;
 - He/she is unmarried; and
 - He/she is not gainfully employed

- (3) Employee's parent;
 - Must be living in the same household with the employee; and
 - He/she is not gainfully employed

J COMPANY (SINGAPORE) EMPLOYEES' AGREEMENT 2017
GROUP HOSPITAL AND SURGICAL POLICY

		PLAN 3 S\$	PLAN 4 S\$
Schedule of Benefits – Limits per disability			
1	Daily Room and Board (max 120 days, including ICU)	300	210
2	Intensive Care Unit (ICU)	10,000	10,000
Inpatient Benefits			
3	Other Hospital Services (including surgical implants up to the benefit limit or \$1,500, whichever is lower)	3,500	3,000
4	Surgical Benefit*	6,000	6,000
5	Daily In-hospital Consultation (max 120 days)	70	50
Outpatient Benefits (within 90 days)			
6	Pre-Hospital Specialist Consultation	400	300
7	Pre-Hospital Diagnostic X-ray and Laboratory fees	400	300
8	Post-Hospitalisation Treatment	500	500
9	Overall limit as charged at restructured hospitals (per disability) – applicable to items 4 to 9	18,000	15,000
Others			
10	Emergency Accident/Outpatient Treatment	1,500	1,500
11	Outpatient Dental Treatment (Accidental)	500	500
12	Miscarriage Benefit **	1,000	1,000
13	Outpatient Kidney Dialysis (Per Year) ***	15,000	10,000
	Outpatient Cancer Treatment (Per Year)***		
14	Death Benefit	5,000	5,000
15	Ambulance Fees	150	150
16	Claim Medical Report Fees	100	100

* Surgical Table will not apply for surgery that is below \$1,500 or for surgery that is done in a restructured hospital.

** Includes accidental and non-accidental miscarriage, and abortions due to medical reasons. Includes ectopic pregnancy.

*** Pre-existing conditions are not covered. No co-insurance.

Note: PLAN 3 is for exempt employees and PLAN 4 is for non-exempt employees.