

THIS COLLECTIVE AGREEMENT is made this 6th day of XXX 2017 pursuant to the provisions of the Industrial Relations Act, between the **K COMPANY PTE LTD**, formerly known as **X COMPANY PTE LTD**, a company incorporated in the Republic of Singapore and having its place of business at XXXXXXXXXXXX (hereinafter referred to as the "Company") of the one part and the **CHEMICAL INDUSTRIES EMPLOYEES UNION**, a trade union registered under the Trade Unions Act and having its registered office at Bukit Pasoh Building, No 3, Bukit Pasoh Road, #06-00, Singapore 089817 (hereinafter referred to as the "Union") of the other part, on behalf of the employees of the Company employed in Singapore who are members of the Union.

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

(I) GENERAL PROVISIONS

1. TITLE

This Agreement shall be known as the "**K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017**".

2. SCOPE

(1) Full Representation

This Agreement shall cover all locally engaged employees, including those on re-employment contract and foreign workers from non-traditional sources, of the Company in Singapore with the exception of

- (a) Probationary employees**
- (b) Temporary employees engaged for a period not exceeding the aggregate of six (6) months in any year.**

Refer to Appendix I to this Agreement for the job grades of those covered under full representation.

(2) Limited Representation

Both parties shall extend the five (5) areas of representation: retrenchment, unfair dismissal, re-employment disputes, breach of individual contract of employment and victimisation, to this group of employees.

Refer to Appendix I for the job grades of those covered under limited representation.

3. DURATION OF AGREEMENT

- (1) This Agreement shall take effect from 1st XXX 2016 and shall remain in force until 30th XXX 2019, both dates inclusive.
- (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 anyway whatsoever, save as is provided herein or by operation of law.
- (3) Negotiations for a new collective agreement may commence three (3) months before the expiry of this Agreement.

4. INTERPRETATION

In this Agreement, unless the context otherwise requires, words importing the masculine gender include the feminine gender and words in the singular include the plural.

5. EQUAL REMUNERATION

- (1) Both parties accept that the principle of equal remuneration for men and women for work of equal value shall apply based on the same seniority. "Remuneration" means salary (as defined in the Employment Act) and any other consideration, whether in cash or in kind, which the employee receives directly or indirectly, in respect of employment.
- (2) The employer shall ensure that the principles of equal remuneration for men and women for work of equal value are adhered to. Regardless of their gender, employees shall be paid

and rewarded based on the value of job, performance and contribution.

6. 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 thereof under the provisions of section 45 of the Industrial Relations Act.
- (2) All correspondence from the Company to employees covered by this Agreement and those which relate to matters within the scope of this Agreement shall be copied to the Union and Branch.

7. NON UNION MEMBERS

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

8. GRIEVANCE PROCEDURE

- (1) The Union and the Company agree that an employee's grievance shall be dealt with in a prompt and fair manner.
- (2) In pursuance to this mutual desire, the Company shall demonstrate willingness to hear the employee's thoughts on any problem, complain or suggestion:
 - (a) Step One

Where the employee feels it is possible to have an open discussion with his immediate superior.

The employee shall discuss openly with his immediate superior, within three (3) working days of the grievance arising, to ensure there is no misunderstanding concerning

the facts of the situation. The employee is encouraged to discuss the facts fully and frankly. The Company expects that most grievances can and should be resolved after a full discussion of the facts with the immediate superior. However, if the employee is dissatisfied with the action, he may proceed to Step Two. If the grievance is with his immediate superior, the employee shall have the choice of filing the grievance directly to Step Two or Step Three.

(b) Step Two

Where the employee feels it is not possible to have an open discussion with his immediate superior.

The grievance shall be heard and discussed with the employee by the Division Manager. At this point, the grievance may be put in writing if the employee so wishes. The member can also choose to notify the union about his grievance. The Division Manager shall explore all the facts of the case and provide the employee with an answer promptly. Separately, the employee may take the matter in confidence to the Human Resource Manager. However, if the employee is still dissatisfied with the action, he may proceed to Step Three.

(c) Step Three

The employee shall discuss the grievance with the Managing Director who shall make a decision. If the grievance is still unresolved, the Union shall request for a Union/Company meeting to discuss the matter.

- (3) In the event of there being no settlement at this level, the matter shall be dealt with in accordance with the Industrial Relations Act.

9. SETTLEMENT OF DISPUTES

Any dispute between the parties to this Agreement while it is in force and arising out of the operation hereof shall be referred by either party

to the President of the Industrial Arbitration Court who may select a referee from the panel of referees appointed in accordance with section 43 of the Industrial Relations Act for the purpose of determining the dispute.

10. EMPLOYEES' LIST

- (1) The Company shall on signing this Agreement submit to the Union a list of the unionised employees coming within the scope hereof showing the following information:
 - (a) Employees' name;
 - (b) Employees' identification number;
 - (c) Employees' grade/class;
 - (d) Employees' salary.
- (2) The Company shall submit up-to-date lists as sub-clause (1) above as on 15th November of each year to reach the Union not later than 30th November of the year.

(II) GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

11. PROBATION

- (1) A newly engaged employee shall serve a minimum probationary period of three (3) months.
- (2) An employee's probationary period may be extended for a period of up to a maximum of three (3) months at the Company's sole discretion.

Upon completion of his probationary period an employee shall be deemed to have been confirmed in the Company's permanent establishment unless his probationary period has been extended or his service is terminated by the Company.

12. WORKING HOURS

The working hours shall be as follows:

(a) 3-cycle shift

The employees are required to work 42 hours per week on the following arrangement:

- 1st shift - 2300 hours to 0700 hours
- 2nd shift - 0700 hours to 1500 hours
- 3rd shift - 1500 hours to 2300 hours

(b) 2-cycle shift

- 2nd shift - 0700 hours to 1500 hours
- 3rd shift - 1500 hours to 2300 hours

(c) Normal shift

- Monday to Friday - 0830 hours to 1700 hours
- Lunch Break - 30 minutes

13. OVERTIME

- (1) In accordance with the provisions of the Employment Act, the rate of payment for overtime shall be paid at 1.5 times the hourly basic rate of pay.
- (2) Notwithstanding sub-clause (1), for overtime beyond midnight, it shall be paid at two (2) times the hourly basic rate of pay.

14. WORK ON REST DAY

If and when an employee is required to work on a rest day, he shall be paid in accordance with the provisions of the Employment Act.

15. 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.
- (2) For non-shift employees:

- (a) Who are required to work on a public holiday, he shall be paid in accordance with the Employment Act.
 - (b) Where a gazetted public holiday falls on a Saturday or Sunday, the following Monday shall be an off-in-lieu.
- (3) For shift employees:
- (a) Who are scheduled to work on a public holiday, they shall report for work as scheduled unless prior written permission has been granted by the immediate superior. An additional day shall be credited to the leave entitlement of these shift employees.
 - (b) Where a gazetted public holiday falls on their off-day or rest day, shift employees shall be credited with one additional day to their annual leave. In the event of dismissal, the credited annual leave would be paid to the employee.
- (4) An employee who absents himself from work on the working day immediately preceding or immediately succeeding a holiday or any substitution thereof without the prior consent of the Company or without reasonable excuse shall not be entitled to the paid public holiday at the gross rate of pay.

16. CALL-UP

- (1) Call-up is defined as unplanned or emergency work for which an employee has to be contacted off-site and asked to come to the factory, with less than twelve (12) hours' advance notice.
- (2) Employees on call-up shall be paid at two (2) times the hourly basic rate of pay.
- (3) Employees on call-up shall be reimbursed the actual taxi fare incurred.

17. 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

18. NOTICE OF TERMINATION

The notice of termination of any employee shall be in accordance with Appendix II to this Agreement.

19. RETIREMENT AND RE-EMPLOYMENT

- (1) In accordance with the Retirement and Re-employment Act, the Company shall provide re-employment to employees who shall be reaching the age 62 subject to the following criteria:
 - (a) Employees must be medically fit for the job
 - (b) Employees must have at least one performance Grade Three (3) and above for work performance in the last two (2) calendar years prior to reaching the age 62.
- (2) The Company shall provide retirement planning before age 62 and re-employment counselling not less than six (6) months prior to the employees 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 arrangements, such as part-time or job-sharing.
- (4) For employees offered re-employment in a different job, the Company shall take into consideration the different competencies and training required. Where applicable, the Company shall provide adequate training well ahead and/or on the job training to help the employee ease into his new role. With the training

arrangement provided, the employer is not obliged to pay a one-off Employment Assistance Payment (EAP) if the employee rejects the employer's re-employment offer.

- (5) The duration of the re-employment contract shall be on a five (5) years basis or year by year in accordance with the Tripartite Guidelines on Re-employment of Older Employees.
- (6) Employees' salary shall be no less favourable than before re-employment.
- (7) The Company shall extend the same employment terms and benefits, except retrenchment benefit, of existing employees to re-employed employees. This shall include Annual Wage Increase, Annual Wage Supplement and Variable Performance Bonus.
- (8) In the event the Company is unable to offer re-employment to eligible employees, the Company shall provide:
 - (a) Employment assistance; and
 - (b) Employment Assistance Payment (EAP) of not less than three and a half (3.5) months of the employees' last drawn gross salary or S\$5,500, whichever is higher, but subject to a cap of S\$22,000, in accordance with Appendix III to this Agreement.
- (9) In the event of a dispute, the employee shall raise the matter to the Union for assistance or refer the matter to the Ministry of Manpower for mediation.

20. RETRENCHMENT BENEFIT

- (1) In the event of redundancy arising from liquidation, receivership or winding-up, the Company shall inform the Union in writing at least one month before redundancy notice is given to affected employee(s).
- (2) The notice of termination of service to any employee so affected shall be in accordance with Appendix II to this Agreement or the respective month's pay in lieu of notice.

- (3) For employees whose length of service is two (2) years or more, the quantum of retrenchment benefit shall be one (1) month's last drawn salary for each completed year of service or pro-rated for any incomplete year of service. Employees with less than two (2) years of service shall be paid an ex-gratia payment of one (1) month's last drawn salary.
- (4) For the purpose of this clause "salary" means last drawn basic salary.

(IV) SALARY AND OTHER MONETARY ITEMS

21. ANNUAL WAGE INCREASE

- (1) Salary increases shall be negotiated on a yearly basis.
- (2) Annual incremental date shall be 1st January of each year.
- (3) Employees who have not completed twelve (12) months' service shall be paid an annual wage increase on a pro-rata basis.
- (4) Upon request, the Company shall grant a festival advance equivalent to half month's basic salary, subject to CPF contribution, on the occasion of Chinese New Year, Hari Raya Puasa, Deepavali or Christmas. An employee shall only be granted one (1) festival advance per calendar year.

22. ANNUAL WAGE SUPPLEMENT

- (1) The Company shall pay an annual wage supplement equivalent to one (1) month's basic pay to each employee on or before 20th December of each year.
- (2) Employees who have not completed twelve months' service shall be paid an annual wage supplement on a pro-rata basis.
- (3) An employee leaving in the course of the year, including death shall be entitled to pro-rated annual wage supplement except in

cases of dismissal on disciplinary ground or employee leaving service without serving the requisite notice of termination of service.

23. VARIABLE PERFORMANCE BONUS

- (1) The Company shall pay eligible employees a variable performance bonus in accordance with the K Comapny Pte Ltd's Key Performance Indicators achieved in a calendar year. Refer to Appendix IV to this Agreement.
- (2) The total bonus payout at 100% of Key Performance Indicators (Appendix IV) shall be 1.6 month average, with a cap at a maximum of 1.92 month average at 120% and a minimum of 1.28 month average at 80%.
- (3) The variable performance bonus shall be paid in two (2) parts. A base bonus of (one) 1 month basic pay shall be paid to eligible employees with performance Grade Three (3) and above. A base bonus of half month basic pay shall be paid to eligible employees with performance Grade Two (2).
- (4) The base bonus shall be paid on or before 20th December of each year.
- (5) The balance payable shall be paid after the Company updated the Union on the key performance indicators results, by first quarter of each year.
- (6) In the event an employee leaves before the second payment, he shall only be entitled to a total payout at 80% of Key Performance Indicators (Appendix IV).

24. SHIFT ALLOWANCE

- (1) A shift allowance of S\$650 per month shall be paid to employees who perform 3-cycle shift. The employees in 3-cycle shift are required to perform seven (7) night shift duties per month.

- (2) A night shift allowance of S\$30 per shift shall be paid to any 3-cycle shift employee who is required to perform additional night shift duty. If the employee fails to perform the scheduled night shift duty due to outpatient sick leave, S\$30 per night-shift duty shall be deducted from his monthly shift allowance.
- (3) A shift allowance of S\$365 per month shall be paid to employees who perform 2-cycle shift.

25. TRANSPORT

- (1) The Company shall continue its practice of providing air-conditioned bus to transport all employees to and from work.
- (2) In the event that the air-conditioned bus breaks down, the employees shall temporarily bear with the inconvenience if the replacement bus is non-air conditioned. If the Company transport fails to fetch the employee from the designated pick-up point after 30 minutes of the designated pick-up time, the Company shall reimburse the actual taxi fare incurred to the employee.
- (3) In addition to sub-clause (1) above, a transport allowance of S\$100 per month shall be paid to all non-shift employees.
- (4) When no Company transport is provided, an employee performing overtime for two (2) hours or more shall be entitled to overtime transport claim of S\$17 per trip. If the overtime work ends after 11.00 pm, the employee shall be reimbursed the actual taxi fare incurred.

26. MEAL ALLOWANCE

- (1) Every non-shift employee shall receive a meal subsidy of S\$3.50 per day.
- (2) Every shift employee shall receive a meal allowance of S\$70 per month.

- (3) In addition to the above sub-clauses (1) and (2), an overtime meal allowance of S\$3.50 per occasion shall be paid to employees who perform two (2) hours or more of overtime work.
- (4) Employees who are provided meals during their overtime will not be eligible for the payment under sub-clause (3).

27. LONG SERVICE AWARD

The Company shall grant long service award to those employees with the following years of service:

- | | | | |
|-----|--------------------------------|---|----------|
| (a) | 5 years of continuous service | - | S\$500 |
| (b) | 10 years of continuous service | - | S\$1,000 |
| (c) | 15 years of continuous service | - | S\$1,500 |
| (d) | 20 years of continuous service | - | S\$3,000 |
| (e) | 25 years of continuous service | - | S\$3,500 |
| (f) | 30 years of continuous service | - | S\$4,500 |

28. MARRIAGE BENEFIT

- (1) Every confirmed employee shall be granted a marriage benefit of S\$200 on the occasion of the first legal marriage provided that the employee's first marriage is contracted or solemnised whilst he is employed in the Company and a properly authenticated certificate or any other evidence of such marriage shall be provided by the employee.
- (2) Every employee qualifies for this benefit only once during his/her employment with the Company. However, the Company shall make an exception in the case of a widower/widow on his/her subsequent marriage.

29. CHILDBIRTH INCENTIVE

Every confirmed employee shall be granted a childbirth incentive of S\$200 gift voucher per child on the occasion of the birth.

(V) LEAVE ITEMS

30. ANNUAL LEAVE

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

<u>Years of Service</u>	<u>Working Days</u>
Less than or equal to 1	Fifteen (15)
1 < years of service \leq 2	Sixteen (16)
2 < years of service \leq 3	Seventeen (17)
3 < years of service \leq 4	Eighteen (18)
4 < years of service \leq 5	Nineteen (19)
5 < years of service \leq 6	Twenty (20)
6 < years of service \leq 10	Twenty-one (21)
10 < years of service \leq 15	Twenty-two (22)
More than 15	Twenty-three (23)

An employee shall be entitled to proportionate annual leave in respect of an incomplete year of service.

- (2) If an employee terminates his service or has his service terminated before he has taken his annual leave, the Company shall pay for leave not taken up to and including the day of termination of service.
- (3) Annual leave shall not be off-set against notice of resignation except with prior written consent of the Company.
- (4) Except in cases of emergency an employee shall apply for annual leave one (1) week in advance. The Company shall inform the employee within three (3) days of the receipt of the application whether the leave has been approved. In the absence of a reply the application for leave shall be deemed to have been approved.
- (5) If an employee, who is on annual leave falls ill during the period of such leave, he shall be deemed to be on sick leave or hospitalisation

leave on the day(s) he is duly certified to be sick in accordance with the provisions of clauses 31 and 32 of this Agreement. The Company shall accordingly adjust the employee's record of his annual leave entitlement.

31. SICK LEAVE

- (1) Every employee with at least three (3) months of service shall be entitled to paid sick leave, upon production of a medical certificate issued by the Company doctor or a Government doctor.

<i>Length of Service</i>	<i>Sick Leave</i>
3 months	5 days
4 months	8 days
5 months	11 days
6 months	14 days

- (2) In the event an employee contracts chickenpox, the Company shall treat the sick leave as hospitalisation leave.
- (3) Employees' absence caused through dental illness shall on production of a medical certificate issued by any registered dental practitioner be treated as sick leave or hospitalisation leave and paid as such.

32. HOSPITALISATION LEAVE

- (1) Every employee with at least three (3) months of service shall be entitled to paid hospitalisation leave, upon production of a medical certificate issued by a Government doctor.

<i>Length of Service</i>	<i>Paid Hospitalisation Leave</i>
3 months	15 days
4 months	30 days
5 months	45 days
6 months	60 days

- (2) This shall be in addition to the fourteen (14) days of paid sick leave.

33. MATERNITY LEAVE

- (1) A female employee who has completed 3 months of service in 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 3 months of 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) An application for maternity leave shall be supported by a certificate from a registered medical practitioner or a Government maternity hospital.
- (4) If at the expiry of the maternity leave the female employee is medically certified as unfit for duty, her absence shall be treated as normal sick leave or hospitalisation leave in accordance with clauses 31 and 32 of this Agreement.
- (5) Where the female employee has fully expended her maternity leave and is not fit for duty, her further approved absence shall be treated as no-pay leave.
- (6) All female employees shall be granted ten (10) half days for pre-natal check-ups over the duration of the pregnancy period.

34. 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 with at least three (3) months of service and who has a child the age of seven (7) years and below shall be entitled to six (6) days of paid childcare leave in a year in accordance with the Child Development Co-Savings Act or 2 days of paid childcare

leave in a year in accordance with the Employment Act, as the case may be.

- (3) Every employee with at least three (3) months of service and whose child is a Singapore Citizen aged between seven (7) to twelve (12) years (inclusive) shall be entitled to two (2) days of paid childcare leave per year, subject to the conditions in the Child Development Co-Savings Act.

35. INFANT CARE LEAVE

Employees with at least three (3) months of service shall be entitled to six (6) days of unpaid infant care leave if they have any children below the age of two (2) in accordance with the Child Development Co-Savings Act.

36. PATERNITY LEAVE

- (1) Every employee with at least three (3) months of service shall be granted two (2) weeks of paid paternity leave with effect from 1st January 2017 on the occasion of the birth of the employee's legal child according to the Child Development Co-Savings Act.
- (2) The leave must be taken within twelve (12) months from the date of the birth of the employee's child.
- (3) With mutual agreement between the company and employee, the leave may be taken flexibly within twelve (12) months of the birth of the child.

37. SHARED PARENTAL LEAVE

- (1) A male employee shall be entitled to share one (1) week of the sixteen (16) weeks of paid maternity leave of his wife, subject to the conditions of the Child Development Co-Savings Act.
- (2) From 1st July 2017, a male employee shall be able to share up to four (4) weeks of paid maternity of his wife, subject to the conditions of the Child Development Co-Savings Act.

- (3) 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.

38. MARRIAGE LEAVE

- (1) Every confirmed employee shall be granted five (5) days of paid marriage leave on the occasion of the first legal marriage provided that the employee's first marriage is contracted or solemnised whilst he is employed in the Company and a properly authenticated certificate or any other evidence of such marriage shall be provided by the employee.
- (2) The leave must be taken within three (3) months from the date the marriage is contracted or solemnised.
- (3) Every employee qualifies for this benefit only once during his/her employment with the Company. However, the Company shall make an exception in the case of a widower/widow on his/her subsequent marriage.
- (4) An employee shall not be entitled to the marriage leave during his notice of resignation.

39. COMPASSIONATE LEAVE

- (1) Every confirmed employee shall be granted paid compassionate leave as follows:

(a)	Death of spouse, child, parent	Five (5) working days
(b)	Death of brother, sister or parent-in-law	Four (4) working days
(c)	Death of grandparent or grandparent-in-law	Two (2) working days

- (2) The leave must be taken within one (1) month from the date of the death.

- (3) The Company shall grant every confirmed employee two (2) working days of paid compassionate leave in the event of hospitalisation of the employee's spouse, parent and child for critical illness.

"Critical illness" shall be defined as illness requiring the sick person to be in Intensive Care Unit (ICU) or listed in the "Dangerously Ill List" of a Singapore registered hospital.

- (4) An employee with not less than four (4) years of service shall be entitled to two (2) days' compassionate leave once a year in the event of the employee's spouse or child, being admitted to hospital for two (2) days or more.
- (5) When compassionate leave is granted to an employee, the onus shall be on the employee to produce evidence to the satisfaction of the Company to qualify for such leave. In the event that it is subsequently found that any such leave has been obtained by a misrepresentation of the facts in any way whatsoever, any compassionate leave which may have been granted shall be unpaid and the employee may be subject to disciplinary action.

40. UNION'S DAY

The Company shall grant one (1) day of paid 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.

41. EDUCATION LEAVE

- (1) Subject to work requirement, the Company shall grant paid special leave to Union officials who are selected to attend any Union sponsored courses and/or workshops.
- (2) All Union officials are allowed to claim the actual transport fee up to a maximum of S\$7 per day to attend any Union sponsored courses and/or workshops.

(VI) MEDICAL AND DENTAL BENEFITS AND INSURANCE

42. OUTPATIENT MEDICAL BENEFIT FOR EMPLOYEES

- (1) The Company shall provide every employee with outpatient medical benefits (including outpatient specialist treatment) as per the Schedule of Medical Benefits under Appendix V.
- (2) The Company shall provide free medical health screening for all employees on a yearly basis. All employees aged 35 and above are encouraged to undergo the health screening.
- (3) The company shall grant employees half day of leave for the health screening.

43. OUTPATIENT BENEFIT FOR DEPENDANTS

- (1) Every employee with at least three (3) months of service shall be entitled to outpatient medical benefits for his dependant(s), capped at S\$300 per calendar year.
- (2) For the purpose of this clause, dependant(s) refer to the employee's legal spouse and child/children.
- (3) The benefit shall be paid out in two halves of S\$150 each, in the months of January and July.

44. HOSPITALISATION BENEFIT

Every employee with at least three (3) months of service and their legal spouse(s) and child/children shall be eligible for the benefits of ward accommodation in a Government hospital or in any other approved private hospital, up to an aggregate of 60 days in any calendar year as provided in the Group Hospitalisation and Surgical Insurance Policy. Refer to Appendix VI to this Agreement for the schedule of benefits.

45. DENTAL AND OPTICAL BENEFIT

- (1) The Company shall provide every employee with at least three (3) months of service with dental and optical benefit of S\$120 per calendar year for all dental expenses incurred as a result of consulting any registered dental practitioner and optical expenses.
- (2) The benefit shall be paid out in two halves of S\$60 each, in the months of January and July.

46. LONG TERM ILLNESS AND MEDICAL BOARD OUT

- (1) In the event an employee with at least three (3) months of service contracting tuberculosis or any other long term illness, the Company shall grant leave as follows:
 - (a) First six (6) months - full basic pay
 - (b) Next six (6) months - half basic pay
 - (c) A further six (6) months - no pay
- (2) For the purpose of this clause, "any other long term illness" as stated in sub-clause (1) above shall refer to -
 - (a) Cancer; or
 - (b) Leukaemia; or
 - (c) Heart, lung and kidney illnesses; or
 - (d) Paralysis; or
 - (e) Muscular Dystrophy; or
 - (f) Comatose.
- (3) In the case where employee has a permanent medical condition which will affect his work performance, the Company will seek medical advice from a government clinic/hospital.
- (4) Should the medical practitioner certified the employee unfit for the job, the respective Line Manager and HR will explore other job opportunities within the company for the employee taking into consideration his/her medical condition. In the event if there is no suitable placement within the company, the company will need to consider the possibility of a medical board out situation.

- (5) Employee who is medically boarded out will be entitled to the pro-rated AWS and encashment of the balance annual leave earned.

47. GROUP PERSONAL ACCIDENT INSURANCE

Every employee with at least three (3) months of service shall be insured under the Group Personal Accident Insurance Scheme. The basis of coverage for Group Personal Accident shall be 48 months of the employee's last drawn basic salary.

48. TERM LIFE INSURANCE

Every employee with at least three (3) months of service shall be insured under the Term Life Insurance Scheme. The basis of coverage for Term Life Insurance shall be 24 months of the employee's last drawn basic salary.

49. WORK INJURY COMPENSATION ACT

Every employee shall be insured in accordance with the provisions of the Work Injury Compensation Act.

(VII) MISCELLANEOUS ITEMS

50. UNIFORM

- (1) All plant employees shall be entitled to nine (9) sets of uniform upon being employed by the Company. Employees shall be allowed to exchange the uniforms on a wear and tear basis.
- (2) All employees shall be entitled to free laundry wash of uniforms provided by the Company.

51. TRAINING

- (1) The Company shall support confirmed employees with training and sponsor their training cost under the following conditions:
 - (a) training must be pre-approved

- (b) training must be beneficiary to the Company.
- (2) Pre-payment by the Company may take place on certain occasions.
 - (3) Employees not completing the course or leaving the Company before completion of the course shall be liable for reimbursement of all of the cost of the said course.
 - (4) The Company shall sponsor only 75% of the total course fee up to a maximum of S\$8,000.00 for each training.
 - (5) For every S\$500 of training fees (inclusive of overseas training) paid by the Company, the employee shall be bonded to the Company for one (1) month upon completion of the training. The management reserves the right to have the exceptional bonding contract on a case-by-case basis.
 - (6) In the event of the employee leaving the Company before expiry of the training bond contract, he has to compensate the Company the sponsored amount of the training fee.
 - (7) Examination leave shall be granted to the employee for the period of examination of an approved course. No examination leave shall be granted for any supplementary paper purpose.
 - (8) When the employee attends training or examination on his off or rest day, his annual leave entitlement will be credited as follows:

<i>Training Hours</i>	<i>Annual Leave Crediting</i>
0 - 4 hours	0.5 day
> 4 hours	1 day

Such training must be a compulsory training and initiated by the Company.

- (9) Employees are allowed to claim the actual transport fee up to a maximum of S\$7 per day if he needs to take public transport to attend the training course which is sponsored by the Company.

52. PROGRESSIVE WORK ARRANGEMENT

It is the mutual and expressed desire of the Company and Union to work in collaboration on a Progressive Wage Model, to bring about a clearer skills ladder, career progression, productivity improvement and hence, enable employees to enjoy higher rewards through gain sharing and/or salary progression.

53. REQUEST FOR FLEXIBLE WORK ARRANGEMENT

The Company is committed to provide flexibility in working arrangements that allow its employees to harmonise their family and work commitments, while maintaining operational efficiency and labour force productivity. The Company will consider requests for flexible work arrangements from all employees; in particular employees with very young children, employees that have family members with special needs and employees with eldercare responsibilities. All applications will be assessed on a case-by-case and need basis and have to be approved by the Head of Department.

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

Signed for and on behalf of:

K COMPANY PTE LTD

**CHEMICAL INDUSTRIES
EMPLOYEES UNION**

Director

Executive Secretary

General Manager

Branch Chairman

Branch Treasurer

In the presence of:

Supply Chain and Corporate
Development Manager

Industrial Relations Officer

K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017

SCOPE OF REPRESENTATION

GRADES ELIGIBLE FOR FULL REPRESENTATION
NP 2
NP 3
NP 4
NP 5
NP 6
NP 7
NP 8
NP 9
NP 10

GRADE ELIGIBLE FOR LIMITED REPRESENTATION
NP 11

K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017

GRADE	TERMINATION NOTICE
NP 2	1 month
NP 3	1 month
NP 4	1 month
NP 5	1 month
NP 6	1 month
NP 7	1 month
NP 8	1.5 months
NP 9	1.5 months
NP 10	3 months
NP 11	3 months

K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017

STEP-DOWN EMPLOYMENT ASSISTANCE PAYMENT

Amount of EAP to be given	Min. Months of Gross Salary*	Min. Amount	Max. Salary
Not re-employed	3.5	\$5,500	\$22,000
Re-Employed (At least 18 months, if employer is unable to reemploy up to 67 years old)	2	\$3,500	\$14,666

*Amount of EAP should not be greater than the salary payable for the remaining period of employment up to age 67

K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017

VARIABLE PERFORMANCE BONUS KEY PERFORMANCE INDICATORS

Local Indicators (100% weightage)

Department	Key Performance Indicators	Measurement	Weightage
Health and Safety	Recordable or Lost Time Accidents	Number of accidents	24%
	Near Misses	Number of near misses	4%
	Group Meetings	Number of group meetings	4%
	Plant General Inspections	Number of plant general inspections	4%
	Management Safety Tours	Number of Management safety tours	4%
Production	Availability	Availability for customers' orders	10%
	Justified claims	Claims made by customers	10%
Finance	EBIDTA*	Set at base of USD2.5M	40%
Total:			100%

Recordable or Lost Time Accidents

- (a) Coverage: All K Company Pte Ltd staff and sub-contractors

Occurrence of accident must be directly linked to the staff's negligence. The Union and the Company shall enter into discussion to conclude any such cases.

- (b) Definition of recordable
- Employee / sub-contractor see the doctor and / or receiving care two (2) times. Dressing and medicine are not considered as care.
 - Any light duty
- (c) Definition of lost time
- Death
 - Employee / sub-contractor on medical leave for more than 1 day (or 1 shift).

K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017

GROUP OUTPATIENT BENEFITS
Benefit Schedule – Aviva PreferredCare Plus

Eligible Expenses (Maximum Limits Per Policy Year)	(\$)
Visit to General Practitioner at a Panel Clinic with member card	As Charged
Visit to Non-Panel General Practitioner Clinic (per visit per day)	40
Visit to Panel Specialist with General Practitioner Referral Letter	As Charged
Visit to Non-Panel Specialist with General Practitioner Referral Letter	350
Standard Diagnostic X-ray & Laboratory Test at a Panel Clinic with General Practitioner / Specialist Practitioner Referral Letter	As Charged
Standard Diagnostic X-ray & Laboratory Test at a Non-Panel Clinic	350
All Other Diagnostic Scans (i.e. CT Scan, MRI, PET Scans) with General Practitioner / Specialist Practitioner Referral Letter	800
Emergency Outpatient A&E Treatment in Singapore for Illness only (per visit)	70
Overseas Emergency Outpatient Treatment (per visit)	70
Visit to Government Polyclinics in Singapore	As Charged

K COMPANY PTE LTD EMPLOYEES' AGREEMENT OF 2017

GROUP HOSPITALISATION AND SURGICAL INSURANCE POLICY

Eligible Expenses		Maximum Per Disability
1	Hospitalisation Confinement Benefits	
(a)	Daily Room and Board (Maximum 90 days, inclusive of ICU)	2 Bed Private
(b)	Intensive Care Unit (ICU)	S\$10,000
(c)	Hospital Miscellaneous Services	} \$20,000
(d)	Surgical Benefit (Subject to Surgical Schedule of Fees)	
(e)	In-Hospital Doctor Consultation	
(f)	Post-Hospital Confinement/Surgery Follow-up Treatment (Maximum 90 days, inclusive of ICU)	
2	Emergency Outpatient Treatment (Accidental Injury)	
3	Standard Diagnostic X-ray and Laboratory Test	
(a)	Panel (with Referral letter from GP/SP)	As charged
(b)	Non-Panel (with Referral letter from Non-Panel GP/SP)	S\$350 Maximum per year
4	All Other Diagnostic Scans (ie CT Scan, MRI, PET Scans)	S\$800 Maximum per year
5	Emergency Outpatient A&E Treatment in Singapore for illness only	S\$70 per visit
6	Accident Miscarriage Benefit	S\$2,000
7	Death Benefit	S\$5,000