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**IR No. 147 — INDUSTRIAL RELATIONS ACT 1960**

It is hereby notified for general information that on 19th February 2024, the following memorandum of a collective agreement was certified by the Industrial Arbitration Court and registered pursuant to section 25 of the Industrial Relations Act. The Court does not vet the agreement other than to ensure that there are no major errors or discrepancies and that the collective agreement is in compliance with the provisions of the Industrial Relations Act.

This COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act this 27th day of June 2023 between the JOTUN (SINGAPORE) PTE LTD of 37, Tuas View Crescent, Singapore 637236 (hereinafter called 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 No 3, Bukit Pasoh Road, #06-00, Singapore 089817 (hereinafter called the “Union”) of the other part.

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

1. *Title*—This Agreement shall be known as the “JOTUN (SINGAPORE) EMPLOYEES’ AGREEMENT OF 2023”.

2. *Scope*—(1) This Agreement shall cover all locally engaged employees of the Company in Singapore as per Appendix I of this Agreement, with the exception of management team employees, employees on probation and term contract employees.

(2) Employees on term-contract employment shall be covered under limited representation as per Appendix II of this Agreement.

3. *Duration of Agreement*—(1) This Agreement shall take effect from 1st May 2023 and shall remain in force until 30th April 2026.

(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; unless mutually agreed in writing by both parties. Negotiations for a new collective agreement may commence 6 months before the expiry of this Agreement.

4. *Interpretation of Words*—In this Agreement, unless the context otherwise requires, words importing the masculine gender shall include the feminine and words importing the singular shall include the plural.

5. *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 its Branch.

6. *Non-Union Members*—Employees belonging to categories within the scope of this Agreement and who are not members of the Union shall not receive benefits more favourable than those conferred on the union members under this Agreement.

7. *Grievance Procedure*—(1) The Union and the Company agree that an employee's grievance shall be dealt with as expeditiously as possible. In pursuance of this mutual desire, an employee's grievance shall be dealt with in accordance with the following procedure:

Step One

Any employee having a grievance may bring the matter to the attention of his Head of Department who shall give a reply within 3 working days of the matter being referred to him. The employee may be accompanied by any Union official authorised by the General Secretary of the Union.

Step Two

If a grievance is not resolved after action under Step One has been taken, the Branch Chairman or Secretary or any Union official authorised by the General Secretary of the Union may take up the matter with the Human Resource Department.

Step Three

If the grievance is still not resolved within 3 working days after action under Step Two has been taken, the Union may request a Union/Company management meeting to discuss the matter.

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

(3) The aforementioned sub-clauses (1) and (2) shall only be applicable to union members.

8. *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 a referee appointed in accordance with section 43 of the Industrial Relations Act.

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9. *Probation*—(1) Every employee on first appointment shall serve a probationary period of three months. However, the Company may extend in writing the probationary period of an employee for a further period of not exceeding three months.

(2) During the probationary period, employment may be terminated by either party giving to the other party one day's written notice without assigning any reason thereof.

(3) Upon completion of his probationary period or such extended probationary period, an employee shall be deemed to have been confirmed in the Company's permanent establishment unless his service is terminated by the Company. His service during the probationary period shall be counted as service for the purpose of this Agreement.

10. *Promotion*—All employees' performances shall be appraised annually in December by their respective Reporting Officer or Head of Department. The overall quantum of annual increment and promotion increments shall depend on company's financial performance and individual performance.

11. *Working Hours and Overtime*—(1) The normal working hours of all employees shall be as follows:

Monday to Friday	—	8.00am to 4.45pm
Saturday	—	8.00am to 12.00pm
Lunch Break	—	45 mins break

(2) Warehouse (5.5 days work week) working hours shall be as follows:

Monday to Friday		
Shift 1	—	7.00am to 3.45pm
Shift 2	—	8.00am to 4.45pm
Shift 3	—	12.00pm to 8.45pm
Saturday	—	8.00am to 12.00pm
Lunch Break	—	45 mins break

The Company will also implement more flexible working hours. Employees can apply for the following working hours:

Monday to Friday	—	7.30am to 4.30pm
	OR	8.30am to 5.30pm
	OR	9.00am to 6.00pm

(3) In the event of any changes in the hours of work, the Company shall notify the Union and employees before implementing such changes.

12. *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) If a public holiday falls on a non-working day, the Company shall compensate all employees with an off-in-lieu.

13. *Retrenchment*—(1) In the event of a situation of redundancy, the Company shall inform the Union in writing of impending retrenchment at least one month before retrenchment notice is given to the affected employee.

(2) The notice of termination of service to any employee so affected shall be one month or one month's salary in-lieu of notice or the notice period as stated in the employee's employment contract.

(3) Employees with 2 years' service or more are eligible for retrenchment benefits. Those with less than 2 years' service shall be granted an ex-gratia payment.

(4) The quantum of retrenchment benefit / ex-gratia payment for employees shall be one (1) month's salary per completed year of service and pro-rata thereof, capped at maximum 20 years of continuous service with the Company. Subject to negotiation between the Union and the Company, an ex-gratia payment for each completed year of service may be granted for the period of service beyond 20 years, capped at 25 years.

(5) In an event where the Company is unable to secure sufficient funding to meet its obligation in sub-clause (4) above, the retrenchment benefits payable shall be negotiated with the Union taking into consideration the industry norms and after sufficient notice and evidence to Union has been given.

(6) Employees whose services are terminated by the Company by reason of the Company ceasing to carry on business or the Company transferring the whole or part of its undertaking or by reason of the Company being placed under receivership or liquidation, shall be paid as per sub-clause (4) above.

(7) For the purpose of this clause "salary" means last drawn basic salary.

14. *Salary*—(1) Salaries shall be paid in accordance with the salary ranges as set out in Appendix III of this Agreement.

(2) The annual incremental date shall be effective 1 January of each year.

(3) A review of annual increment and variable bonus shall take place on a year to year basis.

(4) All employees would be promoted based on their performance. The performance appraisal exercise will be conducted every year by Heads of Departments. The appraisal includes talks on performance, objectives and staff development.

(5) If an employee encountered a wage adjustment due to job rotation, change in appointment or promotion in the last quarter of the preceding year, the employee will not be eligible for the salary review due to his salary having been reviewed and incorporated at the time of the change.

(6) Should there be a case where employees who are at the maximum of their respective job designation, the Union and Management shall negotiate on the annual increment quantum.

15. *Annual Wage Supplement (AWS)*—(1) The Company shall pay an annual wage supplement equivalent to one month's basic pay to each employee who has completed one year's continuous service and who is still employed in the Company as at 31st December of each year.

(2) A confirmed employee who has completed less than one calendar year's service but is still in the Company's employment as at 31st December shall receive a proportion of the annual wage supplement calculated on the number of calendar months of service.

(3) New employees who joined the Company between 1 October and 31 December shall not be entitled to the Annual Wage Supplement that year.

(4) Annual wage supplement, on a pro-rata basis, shall be paid to an employee whose service is terminated on —

- (a) retirement;
- (b) medical grounds;
- (c) death; or
- (d) retrenchment;

(5) An employee whose service has been terminated due to poor work performances and/or misconduct shall not be entitled to annual wage supplement.

16. *Transport and Transport Allowance*—(1) For all employees holding jobs that require constant commuting such as Coating Advisors and Sales Executives, the Company shall give the following monthly transport allowance:

Mode of Transport	Monthly Allowance
Car	\$850
Motorcycle	\$350

(2) Complimentary bus services will be provided to all employees at designated pick-up points.

(3) In the event of an employee requiring transport for business purposes, the Company shall reimburse the employee as follows:

- (a) For employees not entitled to transport allowance, reimbursement shall be given in full.

- (b) For employees entitled to transport allowances, reimbursement shall be for the ERP charges and parking fee incurred during the course of business only.

(4) In the event of overtime, the Company shall reimburse the employee for transport costs. This is only applicable to employees who are not entitled to transport allowances.

(5) For employees who are not eligible to overtime pay, who work overtime beyond 7.00pm on a weekday or work on a weekend or public holiday, the Company shall reimburse the full taxi fare. Should the employee use his own vehicle, the reimbursement shall be based on the mileage claim as follows:

Mode of Transport	Reimbursement
Car	\$0.70/km
Motorcycle	\$0.30/km

(6) For employees from Warehouse and Store who qualify for overtime payment, a transport allowance of \$4 shall be given when the employee works for more than 2 hours beyond his regular working hours on a working day. When the employee is working on a Saturday, he shall be given the transport allowance for both his journey to work and from work.

17. *Overtime Payment*—The hours of work and overtime payment shall be regulated in accordance with the provisions of the Employment Act.

18. *Other Allowances*—All eligible employees who hold job positions in Warehouse and Store shall be paid allowances as follows:

- (a) An employee who is required to work overtime on a working day for more than 2 hours beyond his regular working hours shall be provided with a meal allowance of \$5.
- (b) A Driver who performs shift duties shall receive a shift allowance of \$20 per day if his work starts before 7am.
- (c) A Storekeeper will be paid a monthly progressive allowance of \$150 if he does not violate any of the following scenarios as stated:
  - (i) Any unpaid leave taken within the month;
  - (ii) Any urgent leave taken. Urgent leave is defined as an annual leave with less than 3 days in application via leave system;
  - (iii) Any violation of Health, Safety & Environment (HSE) rules;
  - (iv) Any negligent actions that result in a damage or loss to company property.
- (d) All eligible Coating Advisors shall be paid a night work allowance of \$50 should their work require work at night and has received prior approval from their supervisor.
- (e) All eligible Coating Advisors shall also be paid an Inconvenience Allowance of \$450 for their irregular working hours.

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19. *Annual Leave*—(1) All employees who have completed 3 months of service with the Company shall be granted paid annual leave as follows:

1st and 2nd year of service	: 14 working days
3rd and 4th year of service	: 16 working days
5th and 6th year of service	: 18 working days
7th year of service and above	: 21 working days

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

(2) If an employee terminates his service other than to avoid dismissal or has his service terminated for misconduct 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) All annual leave shall be taken not later than 12 months after the end of every 12 months of continuous service not exceeding the stipulated entitlement in accordance to the Employment Act. The employees are allowed to take up to their maximum yearly annual earned leave in advance within the year subject to the normal annual leave application procedure and approval.

(4) 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 on the day(s) he is duly certified to be sick in accordance with the provisions of clause 20 of this Agreement. The Company shall accordingly adjust the employee's record of his annual leave entitlement.

(5) Unless it is an emergency, the employee shall apply for annual leave three working days in advance. The Company shall inform the employee whether the leave has been approved.

(6) An employee covered under Part IV of the Employment Act is entitled to carry forward his annual leave in accordance with the provisions of the Employment Act.

20. *Sick Leave*—(1) The Company shall grant every employee who has completed three months of service with the Company paid sick leave not less than an aggregate of fourteen working days in each calendar year on production of a certificate from any registered medical officer based in Singapore or Malaysia.

(2) Every employee shall be eligible for hospitalisation leave up to an aggregate of sixty days in each calendar year.

(3) An employee who has taken sick leave shall inform his or her immediate superior or Department Head on the first day of the sick leave or hospitalization leave and produce the medical certification upon returning to work.

21. *Maternity Leave*—(1) A female employee who has completed 3 months of service in the Company shall be entitled to paid maternity leave of 24 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 24 weeks of Company-paid maternity leave.

(3) An eligible female employee shall apply for maternity leave at least one week before the commencement of her leave.

22. *Paternity Leave*—(1) A male employee who has served the Company for at least 3 months and whose new-born child is a Singapore citizen shall be entitled to 2 weeks of paid paternity leave subject to the conditions in the Child Development Co-Savings Act. Paternity leave shall be taken within 16 weeks of the birth of the child. With mutual agreement between the Company and the employee, the leave may be taken flexibly within 12 months of the birth of the child.

(2) A male employee, whose new-born child is not a Singapore citizen shall be entitled to 10 working days of paid paternity leave by the Company on the birth of each child.

23. *Marriage Leave*—The Company shall grant five consecutive working days' leave with full pay on the occasion of the first marriage, provided that the employee's first marriage is contracted or solemnised whilst he is employed in the Company and a properly authenticated certificate of such marriage shall be provided by the employee.

24. *Childcare Leave*—The Company shall provide Childcare Leave in accordance with the Employment Act and the Child Development Co-Savings Act, where applicable.

25. *Infant Care Leave*—Every employee who has a child below the age of two (2) years shall be entitled to unpaid infant care leave in accordance with the provisions of the Child Development Co-Savings Act, provided he has at least three (3) months of service with the Company.

26. *Shared Parental Leave*—A male employee shall be entitled to share 4 weeks of the 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 1 week. Where mutually agreed between the Company and the employee, the leave may be taken flexibly within 12 months of the birth of the child.

27. *Compassionate Leave*—(1) An employee shall be entitled to 3 days of paid compassionate leave in the event of the death of the employee's spouse, children, siblings, parents, parents-in-law, grandparents and grandparents-in-law.

(2) Any employee requesting compassionate leave is expected to produce evidence that the leave application is based on bona fide grounds.



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28. *Examination Leave*—Every confirmed employee is entitled to a maximum of 3 days of paid examination leave if the course is sponsored partially or in full by the Company or is deemed relevant and useful to the employee's existing job. The employee must apply for the examination leave 14 days in advance and must support the application with the exam schedule.

29. *Union Education Leave*—The Company may grant special leave with full pay to Branch Officials of the Union to attend trade union education courses sponsored by the Union and/or NTUC upon prior written application from the Union.

30. *Caregiver Leave*—(1) An employee shall be granted 5 working days of paid family care leave per calendar year for employees to take care of sick immediate family members.

(2) For the purpose of this clause, an immediate family member is defined as an employee's legal spouse, children, parents, parents-in-law, grandparents, grandparents-in-law and siblings.

(3) Such leave shall not be accumulated or carried forward to the following year.

31. *Training and Development*—(1) In recognition of the importance of continuous skills upgrading and training, the Union and the Company shall look into and discuss the training needs of the employees in the Company and shall give due considerations for employees to attend training programmes and seminars related to their work.

(2) The Company shall also reimburse the employee the course or seminar fees in full or in part upon completion of approved courses or seminars based on the following criteria:

- (a) An employee who pursues courses or seminars that seeks to develop and enhance their job-related skills shall submit their requests to their Department Heads.
- (b) An employee may be nominated by his Manager or Department Head to attend training.
- (c) The training request form must be completed to undergo training.
- (d) For courses and seminars to be approved, it shall be with an accredited training provider where the cost of training is proportionate to the nature of training and shall take into consideration the trainings relevance to current or new job function, in the event of planned job redesign or transfer to new functions. Bonds may be imposed for certain courses.

32. *Company Training Committee*—(1) The Company recognizes the need to provide skills training for its employees in order to upgrade the skills of the workforce and to raise their level of productivity.

(2) The Company shall in co-operation with the Union establish a Company Training Committee to plan and promote skills training initiatives.

(3) The Company shall take into account the employee's training and courses completed when considering his performance assessment as part of his career advancement.

33. *Retirement and Re-Employment*—In accordance with the Retirement and Re-employment Act and the gazetted Tripartite Guidelines on Re-employment of Older Employees, the Company shall provide re-employment to employees. Refer to Appendix IV of this Agreement for the comprehensive Re-employment Guidelines.

34. *Flexible Medical Benefits*—(1) All employees and their dependents shall be entitled to free medical consultation, clinicals, treatment, medicine, health screening, dental and optical claims from registered practitioners in accordance with the prescribed limits set out in the below provisions. Dependents refer to the children of employees below the age of 18.

(2) The annual flexible health benefits entitlement shall be as following:

Employee Category	Annual Flexible Medical Benefit	Cap for certain components
Executive	\$3,000	Health Screening – up to \$1,000 Dental – up to \$500 Optical – up to \$500
Non-Executive	\$2,000	Health Screening – up to \$800 Dental – up to \$300 Optical – up to \$300

With effect from 1 February 2024, the annual flexible health benefits shall be as follows:

Employee Category	Annual Flexible Medical Benefit	Flexible Medical Benefits Options
Executive	\$3,000	Employees could utilize any <u>or</u> any combination of below options within the limit of their entitlement based on their job category.  <b>1. Outpatient Medical (Self &amp; Dependent)</b> <b>2. Health screening</b> <b>3. Dental</b> <b>4. Optical</b>
Non-Executive	\$2,000	

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- (a) Any unutilised amount from health screening, dental and optical claims shall be rolled into the outpatient medical treatment.
  - (b) The medical benefits shall not include the cost of artificial devices, fertility treatments or maternity costs such as pre and post-natal specialist treatments and all medical expenses relating to delivery or miscarriage.
  - (c) The Company reserves the right to not provide medical benefits in respect of injuries or illnesses sustained as a result of illegal or unlawful acts, exposure to any unjustifiable hazards and the usage of narcotics or drugs that are not medically prescribed.
  - (d) For optical benefits, it applies only to prescriptive glasses and lenses.

(3) Employees' absence caused through medical or dental illness shall, on production of an attendance certificate issued by any registered medical officer or dental practitioner, be treated as sick leave and paid as such, in accordance to clause 20 of this Agreement.

35. *Hospitalisation and Surgical Claims*—(1) Medical benefits other than those specified in clause 34 shall be in accordance with the Company's Group Hospitalisation and Surgical Insurance Scheme.

(2) Every employee shall be eligible for the benefits of "B1" class ward accommodation in a Government hospital or in any other approved private hospital, up to an aggregate of sixty days in any calendar year.

(3) The Company shall bear the costs of such in-patient treatment recommended by the Company doctors or Government medical officer.

(4) The Company shall not bear any medical expenses (in the exclusion listing) other than specified above which are not covered by the Company's Group Hospitalisation and Surgical Insurance Scheme.

36. *Long Term Illness Sick Leave and Medical Board-Out*—(1) In the event of an employee who is certified to have contracted any illness that required pro-longed medical treatment and follow up consultation, shall on the recommendation of a registered medical officer, be eligible for long term illness sick leave as follows:

- (a) For the first six months on full basic pay
- (b) For the subsequent six months on half basic pay
- (c) For the third six months on no pay.

(2) If an employee suffers a relapse within the next 12 months of going on this leave, the long term sick leave will continue. If the relapse is suffered after 12 months of returning to work, it will be counted as a fresh case.

(3) If the employee is still unfit to work after 18 months, the Company may consider termination of employment, in consultation with the Union.

(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;
- (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.

(5) An employee who fails to go for his or her regular follow-ups or fails to undergo prescribed treatment by a certified medical practitioner shall forfeit his or her leave as stipulated in sub-clause (1).

37. *Work Injury Compensation*—Every employee shall be insured in accordance with the provisions of the Work Injury Compensation Act (WICA).

38. *Uniforms*—(1) The Company shall provide boiler suits, safety helmets and safety shoes for Coating Advisors, Storemen and employees involved in delivery work.

(2) Replacement of uniforms, safety helmets and safety boots shall be provided when necessary.

39. *Long Service Award*—Long service award shall be given for those who have completed at least 10 years of service in the company, as a token of appreciation for their dedication and contribution.

<b>Length of Service</b>	<b>Award</b>
10 years	\$1,000
20 years	\$2,000
30 years	\$2,000

40. *National Servicemen*—The provisions of the Enlistment Act shall apply to employees who are National Servicemen.

41. *Employees' List*—(1) The Company shall on signing this Agreement submit to the Union a list of employees coming within the scope hereof showing the following information:

- (a) Employees' names
- (b) Employees' identification numbers
- (c) Employees' grades/classes
- (d) Employees' new rates of pay

(2) The Company shall submit up-to-date lists as sub-clause (1) above as on 31st December of each year to reach the Union not later than 31st January of the following year.

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42. *Workplace Harassment*—(1) The Company aims to provide a work environment that is free from all forms of harassment and prohibits any behaviour that causes or is likely to cause harassment, alarm or distress to another person through the use of threatening, abusive, or insulting language or other non verbal gestures or communication. Examples of harassment include but are not limited to unwanted sexual advances, physical violence, bullying and stalking.

(2) Employees who are subjected to or witness harassment at the workplace may report the incident to the management in accordance with the grievance procedure. The Company will conduct prompt investigations and take appropriate actions to provide remedies and prevent recurrence.

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

Signed for and on behalf of:

JOTUN (SINGAPORE) PTE LTD

CHEMICAL INDUSTRIES  
EMPLOYEES UNION

NATALIE KUAN  
*Human Resource Manager*

KHOO WOON KUNG  
*Executive Secretary*

JAMILAH BTE GERSALI  
*Branch Chairman*

RAFFIEL AFFENDY B MOHD  
*Branch Secretary*

In the presence of:

KALYN HO  
*HR Business Partner*

CHERMAINE ANG  
*Industrial Relations Officer*

*Appendix I (Clause 2)***JOTUN (SINGAPORE) EMPLOYEES' AGREEMENT OF 2023****SCOPE OF REPRESENTATION**

<b>Designation</b>	<b>Category</b>
Storekeeper	Non-Executive
Driver	
Boarding Officer	
Team Leader	
Administration Assistant	
Logistics Coordinator	
Multicolour Technician	
Assistant Logistics Supervisor	
Customer Service Officer	
Supply Chain Coordinator	
Accounts Officer	
Senior Customer Service Officer	
Administrative Executive	Executive
Facilities Executive	
Coating Advisor	
Senior Coating Advisor	
Warehouse Executive	
Sales Support Executive	

*Appendix II (Clause 2)***JOTUN (SINGAPORE) EMPLOYEES' AGREEMENT OF 2023****Limited Representation for Management Team Employees &  
Term-Contract Employees**

This Agreement shall cover all locally engaged employees of the Company in Singapore with the exception of the following categories:

- (1) Employee who
  - a. is in a senior management position or performs or exercises any function, duty or power of a person employed in a senior management position, including the control and supervision of major business operations, accountability for operational performance, formulation of business policies, plans and strategies and provision of leadership to other employees;
  - b. has decision making powers on industrial matter including the employment, termination of employment, promotion, transfer, reward or discipline of other employees;
  - c. represents the employer in negotiation with the union on any industrial matter;
  - d. has access to confidential information relating to the budget and finances of the employer, any industrial relations matter or the salaries and personal records of other employees; or
  - e. performs or exercises any other function, duty or power which may give rise to a real or potential conflict of interest if he is represented by a trade union.
- (2) Employees on probation.
- (3) Temporary employees engaged for a period not exceeding the aggregate of six months in any year.
- (4) Term-contract employees.



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*Appendix II — continued***Scope of Limited Representation**

The Company and the Union agree that limited representation shall be extended to all management team employees and all employees on term-contract employment, where the Union shall represent any employee in the abovementioned groups individually, and not as a class, for all or any of the following purposes only:

- (1) In appeals against wrongful dismissals under section 35(3) of the Industrial Relations Act;
- (2) Negotiations for retrenchment benefits;
- (3) Breach of employment contracts;
- (4) Victimization arising out of a contravention of section 82 of the Industrial Relations Act;
- (5) Negotiations to resolving any re-employment dispute as defined in section 8A (4) of the Retirement and Re-employment Act (Cap. 274A).

*Appendix III (Clause 14)***JOTUN (SINGAPORE) EMPLOYEES' AGREEMENT OF 2023**

<b>Designation</b>	<b>Minimum Basic Salary</b>
Storekeeper	\$1,250
Driver	\$1,600
Boarding Officer	\$1,100
Team Leader	\$2,000
Administration Assistant	\$1,738
Logistics Coordinator	\$2,500
Multicolour Technician	\$3,000
Assistant Logistics Supervisor	\$2,500

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*Appendix IV (Clause 33)***JOTUN (SINGAPORE) EMPLOYEES' AGREEMENT OF 2023****Re-employment Guidelines****1. DEFINITION**

The retirement age shall be in accordance to the Retirement and Re-employment Act and the Updated Tripartite Guidelines on Re-employment of Older Employees.

**2. SCOPE**

This policy shall be applicable to all local employees of the Company.

**3. PRE-RETIREMENT PLANNING**

- (1) The Company shall provide pre-retirement planning for retiring employees at least six (6) months before retirement.
- (2) Eligible employees shall be offered a re-employment contract or the Employment Assistance Payment (EAP) at least three (3) months before retirement.
- (3) Employees not eligible for re-employment shall not be offered re-employment nor paid the EAP. Appeal cases shall be considered on a case-by-case basis.

**4. CRITERIA FOR RE-EMPLOYMENT**

The Company shall provide re-employment to retiring employees subject to the following:

- (1) Medically fit to continue working; and
  - (a) Employees, including those who have existing medical conditions, shall be considered medically fit for re-employment as long as their health does not affect their ability to meet the requirements of their job during re-employment.
  - (b) In the event of a dispute over the employee's medical fitness, the company may subject the employee to a medical review that is paid for by the company.
- (2) Satisfactory or above work performance over the last three (3) calendar years.

Satisfactory performance refers to at least 'Grade C' performance grade, which is the minimal level of performance that the majority of the employees are expected to maintain in discharging their duties.

*Appendix IV — continued***5. CONTRACT PERIOD**

- (1) 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;
  - (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.
- (2) The duration of the re-employment contract shall be as below:
  - (a) Re-employment year-by-year; and
  - (b) Re-employment shall be offered to eligible employees who turn 63, up to age 68, subject to a review of the employee's performance and medical fitness for the job at the end of every year.

**6. EMPLOYMENT ASSISTANCE PAYMENT**

- (1) In the event the Company is unable to offer re-employment to eligible employees, the Company shall as a last resort pay EAP.
- (2) The EAP shall be:
  - (a) Minimum \$6,250 or three and a half (3.5) months of employee's last drawn gross salary, whichever is higher, subject to a maximum of \$14,750.
  - (b) Minimum \$4,000 or two (2) months of employee's last drawn gross salary for employees who have been re-employed for at least 30 months, whichever is higher, subject to a maximum of \$8,500.
- (3) For the purpose of this clause, the definition of gross shall be in accordance with the Employment Act - basic salary and all regular allowances, excluding travel, food and housing allowances.

**7. REPRESENTATION**

Employees on re-employment contract shall continue to be fully represented by the Union.

**8. SALARY**

- (1) The Company shall not cut the employee's salary at the age of 60 years old.
- (2) When the employee is offered the same job, the salary shall be negotiated between the Union and the Company, taking into account reasonable factors such as productivity, performance, duties and responsibilities and wage system.

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*Appendix IV — continued*

- (3) When the employee is offered a different job, the salary shall be negotiated between the Union and the Company, taking into account the value of the job, the employee's relevant experience and other attributes.

**9. LENGTH OF SERVICE**

Upon re-employment, the employee's length of service prior to re-employment shall continue to be recognised.

**10. ANNUAL INCREMENT**

The Company shall extend the same terms and benefits of existing employees, as per the Collective Agreement, to re-employed employees.

**11. ANNUAL WAGE SUPPLEMENT**

The Company shall extend the same terms and benefits of existing employees, as per the Collective Agreement, to re-employed employees.

**12. VARIABLE PERFORMANCE BONUS**

The Company shall extend the same terms and benefits of existing employees, as per the Collective Agreement, to re-employed employees.

**13. OTHER EMPLOYMENT TERMS AND BENEFITS**

The Company shall continue to extend the same employment terms and benefits, except retrenchment benefit, of existing employees as per the Collective Agreement to re-employed employees.

WONG CIXIAN  
*Registrar*  
*Industrial Arbitration Court*  
*Singapore*

(CA. 234 of 2023)