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IR No. 148 — 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 provisions of the Industrial Relations Act, this 28th day of June 2023 between the TRITAN AMS PTE LTD of 13B TUAS ROAD, SINGAPORE 638514 (hereinafter referred to as the “Company”) of the one part and ADVANCED MANUFACTURING EMPLOYEES’ UNION, a trade union of employees registered under the Trade Unions Act, and having its registered office at No. 255-B, Jalan Besar, Singapore 208928 (hereinafter referred to as the “Union”) of the other part in full and final settlement of all matters agreed and declared hereunder.

I. GENERAL PROVISIONS

1. *Title*—This Agreement shall be known as the “TRITAN AMS EMPLOYEES’ AGREEMENT OF 2023”, and hereinafter shall be referred to as this “Agreement”.

2. *Scope*—This Agreement shall cover all locally engaged employees of the Company with the exception of confidential, probationary employees and any temporary employees engaged for a period not exceeding the aggregate of three months in any year.

3. *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 (Chapter 136).

(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 and Branch.

4. *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.

5. *Employees' List*—The Company shall, on signing this Agreement, provide the Union a list of the employees coming within its scope showing the —

- (1) employees' name;
- (2) employees' identification number;
- (3) employees' grade/classification;
- (4) employees' sex, race, date of birth, citizenship.

The Company shall submit up-to-date list 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.

6. *Duration of Agreement*—(1) This Agreement shall take effect from 1st July 2023 and shall remain in force until 30th June 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 except by mutual agreement between both parties.

(3) Negotiations for a new collective agreement shall commence not later than six (6) months before the expiry of this Agreement.

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.

8. *Grievance Procedure*—(1) Recognising the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made, both by the Company and the Union to dispose of any suggestions, enquiries or complaints from employees at the lowest possible level. In pursuance of this mutual desire, an employee's grievance shall be dealt with in accordance with the following procedure:

Step 1

Any employee having a complaint may within three working days of its arising, bring the matter to the attention of his Department Head who shall give his decision within three working days from the date of reference to him.

Step 2

If the employee concerned is aggrieved by the decision given at Step 1, he may, within three working days thereof, refer the matter, through the Branch committee, to the Personnel Department which shall give its decision within three working days from the date the matter was referred to it.

Step 3

If the employee is still dissatisfied with the decision given at Step 2, the matter shall be discussed at the Company and Union level.

(2) Notwithstanding the above procedure, if the grievance is against the Department Head, the aggrieved employee may take up the matter to the Personnel Department. If the grievance is still not resolved within three working days, Step 3 shall be applicable.

(3) In the event of there being no settlement at Step 3, the matter shall be referred by either party to the Ministry of Manpower or shall be dealt with in accordance with clause 9 of this Agreement.

9. *Progressive Wage Model*—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.

10. *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.

II. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

11. *Probation*—(1) A newly engaged employee shall serve a probationary period of three (3) months.

(2) On completion of his probationary period, the Company shall inform the employee in writing that —

- (a) his service has been confirmed;
- (b) his probation is to be extended for a stipulated duration but not exceeding three (3) months; or
- (c) his service with the company is terminated provided one (1) day's notice or one day's salary in-lieu of notice is given.

12. *Hours of Work*—Working hours and overtime shall be regulated in accordance with the Employment Act. If major changes to existing working hours are required, the matter shall be discussed with the Union before implementation.

13. *Gazetted Public Holidays*—(1) An employee shall be entitled to all gazetted public holidays in accordance with the provisions of the Employment Act.

(2) If any of the days specified in the list of gazetted Public Holidays falls on a rest day, the working day following immediately thereafter shall be a paid holiday in substitution thereof.

(3) If any of the days specified in the list of gazetted Public Holidays falls on a non-working day which is not a rest day, the employee shall be paid a gross rate of pay or be given another day off in-lieu.

14. *Work on Rest Days and Public Holidays* —

(1) *Rest Day*

If and when an employee is required to work on a rest day, he shall be paid one (1) day's salary for work up to half his normal hours of work at the basic rate of pay. For work more than half of his normal hours of work, he shall be paid two (2) days' salary at the basic rate of pay.

(2) *Public Holiday*

If and when an employee is required to work on any public holiday, he shall be paid two (2) days' salary at the basic rates of pay. Employees belonging to PMET and Management job grades shall be granted off in-lieu whenever a gazetted public holiday falls on their off days or rest days.

15. *National Servicemen*—Employees fulfilling their National Service requirement shall be paid for in accordance with the Enlistment Act.

III. TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

16. *Notice of Termination*—The notice of termination of service shall be one (1) month or one month's gross pay in-lieu of notice for every confirmed employee.

17. *Retirement and Re-Employment*—(1) The retirement age of an employee shall be 65 years. Employees may opt for early retirement at or after the prevailing retirement age in accordance with the Retirement and Re-employment Act.

(2) The re-employment age of an employee shall be 70 years. The Company shall, in consultation with the Union, offer a yearly re-employment contract to employees reaching the age of 65, subject to the following conditions:

- (a) Medically fit for work;
- (b) Satisfactory work performance.

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

(2) The notice of termination of service to any employee so affected shall be not less than one (1) month or one month's gross pay in-lieu of notice.

(3) In the event of a situation of redundancy, the quantum of retrenchment benefit for affected employees shall be one (1) month's basic salary per year of service and pro-rated for any incomplete year of service thereof.

IV. SALARY AND OTHER MONETARY ITEMS

19. *Salary*—(1) The salary range shall be in accordance with Appendix A to this Agreement.

(2) The incremental date of all employees shall be by 1st March of each year and negotiated Annual Increment will be added to the base salary.

(3) The quantum of the Annual Increment shall be negotiated between the Union and the Company based on the prevailing market conditions, Company's performance, NWC guidelines and the employee's performance.

20. *Annual Wage Supplement*—(1) The Company shall pay an annual wage supplement equivalent to one month's basic wage to each confirmed employee one week before 31st December of each year.

(2) Confirmed employees who have not completed twelve months' service as at 31st December of that year shall be paid the annual wage supplement on a pro-rata basis.

(3) The Company shall pay pro-rated annual wage supplement to employees, whose services are terminated under the following circumstances:

- (a) retirement
- (b) death
- (c) retrenchment
- (d) enlistment into full time National Service
- (e) medical board out
- (f) liquidation of Company

21. *Performance Bonus*—Depending on the Company's financial performance and prevailing market conditions, the Company shall grant a yearly performance bonus to all confirmed employees to be paid in March each year. To be eligible for the yearly variable bonus, the employee must be in service with the Company when the variable bonus is paid. The quantum of performance bonus shall be discussed between the Union and the Company.

22. *Shift Allowance*—Employees who are required to perform shift work will be eligible for shift allowance as follows:

- 2nd shift (1500hrs to 0000hrs) — S\$5.00 per day
- Night shift (0000hrs – 0700hrs) — S\$3.00 per hour

23. *Transport Reimbursement*—Employees who are required to travel by car to attend to customers outside their geographical area of responsibility are entitled to car travel reimbursement.

V. LEAVE ITEMS

24. *Annual Leave*—(1) Every confirmed employee or those who have served at least three (3) continuous months of service with the Company shall be granted annual leave as follows:

<i>Years of Service</i>	<i>Entitlement</i>
1st and 2nd year of service	14 working days
3rd and 4th year of service	16 working days
5th year of service and above	18 working days

(2) If an employee terminates his service or has his service terminated before he has taken his annual leave, the Company shall pay for such leave not taken as on the date of termination of service.

(3) Employees are encouraged to clear his leave entitlement in the calendar year. Company allows 1 years' worth of annual leave to be carried forward to the new year.

25. *Sick Leave*—Every confirmed employee with the Company shall be eligible for paid sick leave upon certification by a registered medical practitioner or Singapore registered TCM (Traditional Chinese Medicine) Practitioner. The paid sick leave shall not exceed in the aggregate —

- (a) fourteen (14) working days in each calendar year, if no hospitalisation is necessary; or
- (b) sixty (60) days less sick leave in each calendar year, if hospitalisation is necessary as may be certified by a registered medical practitioner.

26. *Maternity Leave*—(1) A female employee who has completed ninety (90) days of service in the Company shall be entitled to paid maternity leave of two (2) months plus eight (8) weeks, subject to the conditions stipulated in the Child Development Co-Savings Act.

(2) A female employee who does not qualify under sub-clause (1) above but who has completed ninety (90) days of service in the Company shall be entitled to two (2) months of maternity leave on full pay and another four (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 employee is medically certified as unfit for duty, her absence shall be treated as normal sick leave in accordance with clause 25 of this Agreement.

(5) Leave on account of miscarriage or abortive measures occurring during the first seven months of pregnancy shall not be considered as maternity leave but as normal sick leave in accordance with clause 25 of this Agreement.

27. *Paternity Leave*—(1) Subject to the conditions stipulated in the Child Development Co-Savings Act, every male employee with Singapore citizen children shall be entitled to absent himself from work on paternity leave for —

- (a) a period of two (2) weeks, which must be consumed within the period of sixteen (16) weeks commencing on the date of the birth of the child; or
- (b) one or more periods, not exceeding the aggregate of twelve (12) days, as agreed by both the male employee and his employer, which must be consumed within the period of twelve (12) months commencing on the date of the birth of the child.

(2) For male employees with non-Singapore citizen children, the paternity leave amounts to two (2) days.

28. *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 the 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.

29. *Childcare Leave*—Every employee who has served the Company for at least three (3) months shall be entitled to the prescribed number of days of paid childcare leave in a year in accordance with the relevant provisions in the Child Development Co-Savings Act or the Employment Act, as the case may be.

30. *Marriage Leave*—The Company shall grant three (3) working days' leave with full pay to a confirmed employee on the occasion of the first marriage provided that the employee's first marriage is contracted whilst he or she is employed in the Company and a properly authenticated certificate of such marriage shall be provided by the employee.

31. *Compassionate Leave*—Every employee shall be eligible for paid compassionate leave as follows —

- (a) Death of an employee's spouse, child, parent, parent-in-law or sibling — three (3) working days at any one occasion.
- (b) Death of an employee's grandparents — one (1) working day at any one occasion.
- (c) Critical illness of spouse, child, parent, parent-in-law or sibling — one (1) working day at any one occasion. A family member who is critically ill is defined as an individual who is hospitalised in a hospital and on the dangerously ill list of patients and/or is certified by a registered medical practitioner to be critically ill.

32. *Examination Leave*—The Company shall grant leave of up to 5 days per year to a confirmed employee to sit for examinations in Company sponsored and prior approved courses. The leave shall only cover the period the employee is actually sitting for the examination. The leave is applicable only to the first examination sitting and subsequent attempts to re-sit for examinations are not eligible for examination leave. An employee must produce proof of examination (e.g. certificate, examination timetable or examination receipt) upon request to apply for examination leave.

33. *Union Education Leave*—The Company shall grant leave with full pay for Branch officials to attend Union Education Courses subject to job exigencies.

34. *Union Day*—The Company shall grant one day's special leave up to a maximum of three (3) branch committee members of the Union on AMEU Anniversary Day on 4th August or any other day as decided by the Executive Council of the Union from time to time.

35. *Long Term Illness*—In the event of a confirmed employee contracting tuberculosis, cancer, kidney failure, heart disease, stroke, Parkinson's disease or any other long term illness, the Company shall grant leave as follows:

- (a) first six (6) months — full gross pay;
- (b) next six (6) months — half gross pay;
- (c) A further six (6) months — no pay.

Long term illness is defined as 'Life threatening illness that requires pro-longed medical treatment' and must be certified by the Company's doctor, Government or other registered medical practitioner as unable to work.

VI. MEDICAL, DENTAL BENEFIT AND INSURANCE

36. *Medical Benefits*—Every employee who has served the Company for at least three (3) months shall enjoy the privilege of medical benefits from the designated company doctor or any Government medical officer.

37. *Dental Treatment*—The company shall provide S\$2,00.00 for dental treatments per year. The company will reimburse for such treatments with any registered dental practitioner upon submission of an official receipt from the clinic.

38. *Work Injury Compensation Act*—Employees shall be accorded the benefits under the Work Injury Compensation Act and in accordance with the provisions thereof.

VII. MISCELLANEOUS ITEMS

39. *Safety Committee*—The Company shall in co-operation with the Union establish a Safety Committee in accordance with the Workplace Safety and Health Act.

40. *Safety and Protective Clothing*—In accordance with the provisions of the Workplace Safety and Health Act, the Company shall provide employees who are exposed to accident hazards, noise and injuries, suitable protective clothing and appliances such as hand-gloves and safety shoes where necessary.

41. *Skills Training*—(1) The Company shall endeavour to provide every confirmed employee with adequate and relevant skills training organised by internal and recognised external bodies.

(2) The Company shall bear the cost of training including registration and examination fees provided the employee has achieved 75% attendance of the skills training.

(3) The employee shall on completion of skills training and courses, submit to the Company all relevant documents, such as certificates, attendance records and course assessment reports.

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

(5) The Company shall work with the union in forming a Company Training Committee (CTC) that comprises the management, union representatives and relevant partners with the objective to strengthen training, heighten productivity and enhance capabilities of the company workforce. The committee will work to identify, implement and institutionalize training and development to support the committee's objectives of company transformation and securing better wages, welfare, and work prospects for workers.

42. *Long Service Award*—The Company shall present long-service awards to eligible long-serving employees each year. The amount an eligible employee is entitled to is as follows:

<i>Length of Service</i>	<i>Amount</i>
5 years of continuous service	S\$250.00
10 years of continuous service	S\$500.00
15 years of continuous service	S\$750.00
20 years of continuous service	S\$1,000.00
25 years of continuous service	S\$1,250.00
30 years of continuous service	S\$1,500.00
35 years of continuous service	S\$1,750.00
40 years of continuous service	S\$2,000.00
45 years of continuous service	S\$2,250.00

An employee is given the choice to purchase a memento of equivalent value as his long-service award.

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

- (a) employees' name;
- (b) employees' identification number;
- (c) employees' grade/class;
- (d) employees' new rates of pay;
- (e) employees' sex, race, date of birth and citizenship; and
- (f) employees' latest education level.

(2) The Company shall submit up-to-date list 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.

44. *Other Conditions of Employment*—Any other conditions of employment not mentioned in this Agreement shall be governed by the Employment Act and the Industrial Relations Act.

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

Signed for and on behalf of:

TRITAN AMS PTE LTD

ADVANCED MANUFACTURING
EMPLOYEES' UNION

TAN RU-DING
Managing Director

TEO SIEW PAN
Executive Secretary

LYVON LAI
Branch Treasurer

In the presence of:

TAN RU-JIN
Executive Director

WANG JUN JIE
Senior Industrial Relations Officer

TRITAN AMS EMPLOYEES' AGREEMENT OF 2023**SALARY RANGE**

JOB TITLES	JOB GRADE	MINIMUM BASIC SALARY (\$) Grade 1A (Singaporean)	MAXIMUM BASIC SALARY (\$) Grade 1A (Singaporean)	MINIMUM BASIC SALARY (\$) Grade 1B (Foreign)	MAXIMUM BASIC SALARY (\$) Grade 1B (Foreign)
Sales General Manager	Management	7,000	8,500	NA	NA
Production Manager	Management	6,500	8,500	NA	NA
Finance/Accounts Manager	Management	5,000	7,000	NA	NA
Mechanical Engineer	PMET	3,000	4,000	3,000	4,000
Key Account Manager	PMET	3,500	5,000	N/A	N/A
Sales Co-Ordinator	PMET	2,900	3,500	2,000	3,000
Project Manager	PMET	3,500	4,500	2,800	3,500
Crafts Man	Non-PMET	4,000	6,000	3,000	5,500
Sheet Metal Worker	Non-PMET	1,600	2,500	1,200	2,500

WONG CIXIAN

*Registrar**Industrial Arbitration Court
Singapore*