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IR No. 152 — INDUSTRIAL RELATIONS ACT 1960

It is hereby notified for general information that on 19th January 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 13th day of October 2023 between the BAUMANN SPRING CO. (S) PTE LTD (Company Registration No. 197900380K) of 33 Gul Lane, Singapore 629427 (hereinafter called the “Company”) of the one part, and the ADVANCED MANUFACTURING EMPLOYEES’ UNION of 255-B Jalan Besar, Singapore 208928 (hereinafter called the “Union”) of the other part.

NOW IT IS HEREBY AGREED AND DECLARED between the parties hereto

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

Clause 2: *Scope of Agreement*—Notwithstanding any other provision of this Agreement, it is acknowledged and agreed that this Agreement shall cover only all locally engaged employees of the Company but shall not cover —

- (a) managerial and executives;
- (b) probationary employees; and
- (c) temporary staff.

Clause 3: *Duration of Agreement*—(1) This Agreement shall be effective for a period of three years from 1st September 2022 to 31st August 2025, both dates inclusive.

(2) The Company and the Union shall enter into negotiations for a new collective agreement not earlier than six months before the expiry of this current Agreement.

Clause 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.

Clause 5: *Recognition*—(1) The Company recognises the Union as the sole collective negotiating body relating to all terms and conditions of employment of its employees covered within the scope of this Agreement. Any changes by the Company to the terms and conditions of service of such employees shall not take effect before their incorporation into this Agreement by variation under the provisions of section 45 of the Industrial Relations Act.

(2) All relevant correspondences from the Company to the employees covered by this Agreement and relating to matters within the scope of this Agreement shall be copied to the Union.

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

Clause 7: *Employees' List*—The Company shall provide the Union with a list of the union members coming within its scope upon union request —

- (a) employees' names;
- (b) employees' identification numbers;
- (c) employees' grades / classifications;
- (d) employees' highest educational level / certifications; and
- (e) employees' sex, race, dates of birth and citizenship.

Clause 8: *Grievance Procedure*—(1) The union and the Company agree that an employee's grievance shall be dealt with in accordance to the procedure set out in sub-clause (2) of this clause.

(2) The procedure referred to in sub-clause (1) of this clause shall be as follows:

Step One

Any employee having a grievance and/or complaint shall refer the matter within five working days of its arising for the attention of his Head of Department concerned.

Step Two

If the grievance is not resolved at Step One, he may refer the matter to the Human Resource Department which shall give its response within five working days from the date the matter was referred to it. If cannot settle, the matter shall refer to Managing Director.

Step Three

If the grievance is not resolved at Step Two, he may refer the matter to union through the Branch Committee. The Union shall request for Union/Company management meeting to discuss the matter.

Step Four

In the event of there being no settlement at Step three, the matter shall be referred by either party to the Ministry of Manpower for conciliation. If no agreement is reached after conciliation, the matter shall be dealt with in accordance with clause 9 of this Agreement.

Clause 9: *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 may select a referee appointed under section 43 of the Industrial Relations Act to determine such dispute.

Clause 10: *Working Hours*—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.

Clause 11: *Public Holidays*—Subject to the provisions of the Employment Act, every employee shall be entitled to all gazetted public holidays with full pay.

Clause 12: *Retirement and Re-Employment*—(1) The retirement and re-employment age shall be in accordance with the Retirement and Re-employment Act.

(2) The Company shall engage and offer re-employment to employees who are due for retirement, at least three months before they reach their retirement age, subject to the following criteria:

(a) Employee is medically fit for work.

(b) Employee has satisfactory performance.

(3) In the event that the Company is not able to offer re-employment to eligible employees, the Company shall provide a one-off Employment Assistance Payment (EAP) in accordance with the Tripartite Guidelines on the Re-employment of Older Employees.

Clause 13: *Retrenchment Benefits*—(1) In the event of the Company having decided to carry out retrenchment of its employees, the Company shall inform the Union in writing of the impending retrenchment at least one month before such retrenchment notice is given to affected employees.

(2) The notice of termination of service to a retrenched employee so affected shall be not less than one month or one month's gross salary in lieu of such notice.

(3) Subject to section 45 of the Employment Act, in the event of retrenchment, an employee shall be paid a retrenchment benefit calculated based on his completed years of service or any completed months of service on a pro-rata basis. The Company and the Union shall enter into negotiation on retrenchment benefits as soon as the Union receives notice of the impending retrenchment.

(4) In the event of the Company undergoing liquidation, receivership or winding up, affected retrenched employees shall be compensated with 1 month of basic salary per year of service and pro-rated for any incomplete year of service.

Clause 14: *Salary Review*—(1) All employees within the scope of this Agreement shall be placed on salary ranges as set out in Appendix 1 to this Agreement.

(2) All employees shall have a common salary incremental date of 1st January of each calendar year.

(3) The quantum of annual salary increase shall be given for all confirmed employees who are entitled. Management shall discuss with the Union taking into consideration the Company's and employees' performance and NWC recommendations.

(4) The Company shall consult the Union on implementing a Progressive Wage Model, to bring about a clearer skills and wage ladder, career progression, productivity improvement and hence, enable employees to progress up the Wage Ladder, Skills Ladder, Career Ladder and enjoy a higher wages and rewards through gain sharing, ranging up of salary and salary progression in future.

Clause 15: *Salary Range*—(1) The salary ranges are set out in Appendix 1 to this Agreement.

(2) The Company may in its discretion engage employees on probation at a salary higher than the minimum of the appropriate salary range set out in Appendix 1 where experience, qualification or age warrants such salary.

Clause 16: *Bonus*—The Company shall pay a variable payment in December each year based on the Company's performance and profits.

Clause 17: *Shift Allowance*—Every employee who is required to undertake shift work shall be paid a shift allowance as follows:

Normal and Day Shift	—	Nil
Second Shift	—	S\$8.00 per shift
Night Shift	—	S\$18.00 per shift

Clause 18: *Annual Leave*—(1) Employees shall be entitled to paid annual leave as follows:

Group 1

<u>Year of Service</u>	<u>Number of Working Days</u>
1st to 2nd Years'	14
3rd to 5th Years'	16
6th and above Years'	18

Group 2

<u>Year of Service</u>	<u>Number of Working Days</u>
1st to 2nd Years'	12
3rd to 5th Years'	14
6th and above Years'	16

Group 3

<u>Year of Service</u>	<u>Number of Working Days</u>
1st to 2nd Years'	9
3rd to 5th Years'	12
6th and above Years'	14

(2) Subject to sub-clause (1) of this clause, any employee who has not completed twelve months of continuous service in any year shall be entitled to annual leave in proportion to the number of completed months of service in that year.

(3) In the event of any shorter work week or temporary layoff, the company will grant leave to affected employees on a 50% co sharing basis.

Clause 19: *Sick Leave and Hospitalisation Leave* —

(1) Sick Leave

- (a) Any confirmed employee or those with at least 3 months' continuous service shall be granted fourteen working days' paid sick leave per calendar year.
- (b) Such paid sick leave shall only be granted on production of a medical certificate from any registered doctor in Singapore.

(2) Hospitalisation Leave

- (a) Every confirmed employee or those with at least three months' continuous service shall be granted paid hospitalisation leave not exceeding the aggregate of sixty working days per calendar year less any sick leave taken during the year.
- (b) Such paid hospitalisation leave shall only be granted on production of a medical certificate from a Singapore Government hospital or restructured hospital or privatised Government hospital.

Clause 20: *Maternity Leave*—Female employees shall be entitled to paid maternity leave in accordance with the Child Development Co-Savings Act or the Employment Act, as applicable.

Clause 21: *Paternity Leave*—A male employee whose new-born child shall be entitled paid paternity leave as accordance with the relevant provisions in the Child Development Co-Savings Act.

Clause 22: *Shared Parental Leave*—A male employee shall be entitled to share 4 weeks of the 16 weeks 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.

Clause 23: *Childcare Leave*—Every employee who has a child below the age of seven years and/or between the ages of seven (7) years and twelve (12) years inclusive, 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.

Clause 24: *Marriage Leave*—(1) An employee who has completed not less than twelve months' continuous service shall be granted marriage leave with full pay on the occasion of his first legal marriage, provided it is contracted while he is employed in the Company and a properly authenticated certificate, or any other evidence of such marriage is provided by the employee.

(2) Marriage leave eligibility shall be 2 working days.

(3) Application for marriage leave shall be in writing and forwarded to the Company for approval not less than one week before commencement of marriage leave. A properly authenticated certificate or other evidence of such marriage shall be submitted together with such application.

Clause 25: *Compassionate Leave*—Every confirmed employee shall, on application, be granted paid compassionate leave as follows:

- (a) Death of an employee's spouse, child, parent, brother or sister — 3 working days.
- (b) Death of a grand-parents and parent-in-law — 2 working days.
- (c) Death of a grandparent-in laws — 1 working day.

Clause 26: *Union Education Leave*—(1) The Company shall grant leave up to 3 days per calendar year with full pay to employees who are Branch officials when they are selected by the Union's headquarters to attend its educational courses, subject to the exigencies of the Company's business.

(2) The Union shall apply in writing to the Company in respect of such Union education leave for the Branch official selected to attend the education course.

Clause 27: *Medical Benefits* —

(1) Out-patient

- (a) Any confirmed employee or those with at least three months' continuous service with the Company shall be entitled to free medical consultations and medicines prescribed by the Company Doctor or Government Clinic or Government Hospital or Government Restructured Hospital.
- (b) In the event of an employee obtaining medical treatment from a Government medical officer, the Company shall reimburse the employee on production of an official receipt subject to the Company's Reimbursement Policy.
- (c) In the event that an illness requires specialist treatment, and is referred by the Company doctors or a Government medical officer to a medical specialist, the Company shall provide reimbursement of the specialist medical expenses according to Company's Insurance Policy.

Clause 28: *Dental Benefit*—The Company shall reimburse dental expenses incurred by confirmed employees at any dentist in Singapore, upon production of official receipts. The expenses reimbursable shall be capped as per limit prescribed in the Company's Reimbursement Policy.

Clause 29: *Work Injury Compensation Act*—Every employee shall be insured and compensated in accordance with the provisions of the Work Injury Compensation Act.

Clause 30: *Other Conditions of Employment*—Any other conditions of employment not mentioned in this Agreement shall be governed by relevant provisions of the Employment Act and the Industrial Relations Act.

Clause 31: *Company Training Committee*—The Company and the Union shall jointly set up a Company Training Committee to look into the training needs of employees. The committee will identify skills and training to upgrade employees and support the company's strategic vision.

Clause 32: *Safety Committee*—The Company shall, in cooperation with the Union, establish a safety committee in accordance with the Workplace Safety and Health Act.

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

Signed for and on behalf of:

BAUMANN SPRING CO. (S) PTE LTD ADVANCED MANUFACTURING
EMPLOYEES' UNION

WOON THYE HWEE
Plant Manager

LIM TECK CHUAN
President

KATHERINE GOH
*Head of Finance &
Human Resources Manager*

LIM THIAM KOK
Branch Chairman

In the presence of:

WONG CHAI WEI
Human Resource Officer

LEE RUI JIE
Senior Industrial Relations Officer

*Appendix 1 (Clauses 14 & 15)***BAUMANN SPRING EMPLOYEES' AGREEMENT OF 2023**

<u>Designation</u>	<u>Salary Range Under CPF Scheme</u>	
<u>Group 2</u>	<u>Minimum</u>	<u>Maximum</u>
Supervisor	S\$2,100	S\$4,360
Group Leader	S\$1,600	S\$3,120
Senior Technician	S\$2,000	S\$3,500
Driver	S\$1,400	S\$2,200
Technician	S\$1,700	S\$2,600
Machine Setter	S\$1,500	S\$2,600
QA Technician	S\$1,700	S\$2,500
Production Clerk	S\$1,700	S\$2,500
Planner	S\$1,500	S\$2,200
Purchasing Clerk	S\$1,500	S\$2,360
QA Inspector	S\$1,500	S\$2,250
Storekeeper	S\$1,500	S\$2,500
Toolmaker / Tool-room Machinist	S\$1,500	S\$2,920
Administrative Assistant	S\$1,500	S\$2,000
<u>Group 3</u>		
Packer	S\$1,400	S\$1,800
Production Operator	S\$1,400	S\$1,800

WONG CIXIAN
Registrar
Industrial Arbitration Court
Singapore

(CA. 374 of 2023)