

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act this 26th day of September 2012 between the **NTUC UNITY HEALTHCARE CO-OPERATIVE LIMITED** of 55 Ubi Ave 1 #08-01, Singapore 408935 (hereinafter called the "Company") of the one part and the **HEALTHCARE SERVICES 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, #02-00, Singapore 089817 (hereinafter called the "Union") of the other part.

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

PART I GENERAL PROVISIONS

1. TITLE

This Agreement shall be known as the "**NTUC UNITY HEALTHCARE CO-OPERATIVE EMPLOYEES' AGREEMENT OF 2012**".

2. DURATION OF AGREEMENT

- (1) This Agreement shall take effect on 1st January 2012 and shall remain in force for 2 years up to and including 31st December 2013.
- (2) During the period of its currency, neither the Company nor the Union shall seek to vary, modify or annul any of its provisions in any way whatsoever save as is herein provided or by operation of law.
- (3) Negotiations for a new collective agreement may commence three months before the expiry of this Agreement.

3. SCOPE

This Agreement shall cover all locally engaged employees of the Company from Job Grade 1 to Job Grade 7 with the exception of:

- (a) managerial and executive staff*;

*Not inclusive of Executives and Senior Executives in Job Grades 5, 6 and 7 whom the parties to this Agreement have consented to be covered by this Agreement because their designations are for operational purposes only.

- (b) new employees on probation; and
- (c) temporary employees engaged for a period not exceeding the aggregate of 3 months.
- (d) Limited representation

The Company and the Union agree to allow limited representation of staff of job grade 8.

Limited representation refers to representation on:

- (a) appeals to Minister under Section 35(3) of the Industrial Relations Act;
- (b) retrenchment benefit;
- (c) breach of contract; and
- (d) dismissal or reinstatement arising out of a contravention of section 82 of the Industrial Relations Act.

4. RECOGNITION

- (1) The Company recognises the Union as the collective negotiating body in respect of all terms and conditions of service of the employees coming within the scope of this Agreement. Any changes by the Company to the terms and conditions of service of such employees shall not take effect before their incorporation into this Agreement by variation under the provisions of section 45 of the Industrial Relations Act.

- (2) All correspondences from the Company to members of the Union covered by this Agreement and relating to matters within the scope of this Agreement shall be copied to the Union and its Branch.
- (3) The Union recognises the right of the Company to control, operate and manage its business in all respects as it thinks fit. The Union shall use its best endeavours to see that all its members loyally co-operate in working for the advancement of the Company's interest and business in all respects.
- (4) The Company and the Union acknowledge that the well being of the Company and that of its employees depend upon a common intention to work together in a spirit of close co-operation and goodwill. To this end, the parties affirm their desire to create and maintain a sound working relationship based on mutual respect and confidence.

5. NON-UNION MEMBERS

Employees who belong to 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.

6. 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 procedures.
 - (a) Step One - A Branch committee member or any Union official authorised by the General Secretary of the Union may discuss minor grievances of employees with the Head of Section concerned.
 - (b) Step Two - If a grievance is not resolved after action under Step One has been taken, the

Chairman or Branch Secretary or such Union official authorised by the General Secretary of the Union may take up the matter to the Human Resource Division.

- (c) Step Three - If the grievance is still not resolved 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 after action under paragraph (c) above, the matter shall be dealt with in accordance with the provisions of clause 7 of this Agreement.

7. REFEREE

Any dispute between the parties to this Agreement while it is still in force and arising out of its operation shall be referred to 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.

PART II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

8. PROBATION

- (1) The probationary period for every newly engaged employee shall be three (3) months. This period may be extended by another three (3) months where necessary, in which case the employee shall be informed before the expiry of his probation.
- (2) During the probationary period, either party may terminate the employment by giving the other party written notice as follows:

	Notice Period	
	During Probation	After Probation
Non-Executive (Grade 1 to Grade 4)	5 working days	1 month
Executive (Grade 5 to Grade 7)	7 working days	1 month

- (3) On termination of probationary appointment, the employee shall be entitled to payment of salary up to and including the day of termination.
- (4) On expiry of the probationary period, the employee shall be deemed to have been confirmed in employment, unless earlier informed by the Company.

9. WORKING HOURS AND OVERTIME

- (1) The number of working hours and overtime shall be regulated in accordance to the Employment Act.
- (2) The hourly rate of pay for overtime after midnight shall be double the hourly rate of pay.
- (3) Work on Rest Day and Public Holiday

- (a) Rest Day

If and when an employee is required to work on a rest day, he shall be paid not less than one (1) day's salary for work up to half the normal daily working hours; or two (2) days' salary for work exceeding half and up to the normal hours of work on that day, the rate of payment shall be at a rate of one and a half times for the number of hours of work in excess of the normal hours of work.

- (b) Public Holiday

If and when an employee is required to work on any public holiday, he shall be paid an additional day's pay for the actual contractual hours of work on that day even though the work required of the employee on that day is less than the contractual hours of work. If the work is in excess of the contractual hours on that day, then the payment shall be at a rate of one and a half times for the number of hours worked in excess of the contractual hours.

10. PUBLIC HOLIDAY

Subject to the provisions of the Employment Act -

- (1) every employee shall be entitled to all gazetted public holidays with pay;
- (2) any substitution of a public holiday for another day shall be by agreement between the Company and the employee;
- (3) If any of the days specified in the list of gazetted public holidays should fall on a rest day, the working day following immediately thereafter shall be a paid holiday substitution therefore;
- (4) for work perform on a gazetted public holiday (being not more than eight hours' work) an employee shall be paid as follows:
 - (a) An extra day's pay at the basic rate of pay in addition to the gross rate of pay for that day.
 - (b) For work in excess of eight hours, the rate of pay shall be 1.5 times the hourly basic rate of pay.

11. TRANSFER

Every employee shall be liable for transfer as and when required. In the event of a transfer, the Company shall inform the Union in writing of the impending transfer at least one week before the transfer notice is given to the affected employee.

PART III TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

12. NOTICE OF TERMINATION/RESIGNATION

- (1) Either party may terminate the employment contract by serving written notice as follows:

	Notice Period	
	During Probation	After Probation
Non-Executive (Grade 1 to Grade 4)	5 working days	1 month
Executive (Grade 5 to Grade 7)	7 working days	1 month

Or by paying a sum equal to the gross salary for the same period in lieu of notice.

- (2) An employee who has been continuously absent from work for more than two (2) days without prior leave or notice, or, without informing or attempting to inform his respective Head of Dept of the excuse for such absence shall be deemed to have terminated his contract of service. He shall also be liable to pay monies in lieu of notice as described in sub-clause (1) above.

13. RETIREMENT AND RE-EMPLOYMENT

- (1) The retirement age for employees shall be in accordance with the Retirement Age Act.
- (2) The Company shall provide re-employment to retiring employees subject to the following:
 - (a) Employees must be medically fit to continue working; and
 - (b) Employees must have satisfactory or above work performance.
- (3) The Company shall provide pre-retirement planning for its retiring staff at least one year in advance.
- (4) Employees who are eligible for re-employment with the Company shall be offered re-employment in one of 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.
- (5) The duration of re-employment can take a few forms:
 - (a) Re-employment year-by-year, for three years up to the point when the staff reaches the age of 65; or
 - (b) Re-employment for three years, but subject to a review of the staff's performance and fitness for the job at the end of every year.

- (6) The Company will offer the opportunity for employees to reach a mutual agreement on the revised terms and conditions of their re-employment contract. The revised re-employment terms and conditions offered to employees shall take into consideration terms equitable to the employees but also cost competitiveness for the company.
- (7) In the event that the Company is not able to offer re-employment, the Company will provide employment assistance to the employees.
- (8) The Company shall pay such affected employees pro-rated annual wage supplement at the time of retirement and variable bonus (if any) after the end of the financial year.

14. PAYMENT FOR LOSS OF EMPLOYMENT DUE TO RETRENCHMENT, LIQUIDATION OR TRANSFER OF BUSINESS

- (1) In the event of an employee's service being terminated by the Company by reason of redundancy or 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, the Company shall inform the Union in writing of the impending retrenchment at least one month before notice is given to the affected employee.
- (2) Any employee so affected shall be given not less than two months' notice of termination or two months' pay in lieu of notice.
- (3) Employees with three years' service and above shall be paid a retrenchment benefit equivalent to one month's last drawn salary for each year of service and a proportionate part thereof for an incomplete year of service.
- (4) In addition of paragraph (3), the benefits payable to retrenched employees shall be as follows:
 - (a) Pro-rated unconsumed annual leave;
 - (b) Pro-rated annual wage supplement;

- (c) Payment in lieu of maternity leave in accordance with clause 22 of this Agreement for female employees who are certified by a registered medical practitioner or a Government owned maternity hospital as being pregnant on the day of the retrenchment.

PART IV SALARY AND OTHER MONETARY ITEMS

15. SALARY

The salary ranges for employees are as set down below:

Job Grade	Minimum	Maximum
Grade 7	\$2,400	\$3,590
Grade 6	\$2,000	\$3,000
Grade 5	\$1,700	\$2,550
Grade 4	\$1,500	\$2,250
Grade 3	\$1,300	\$1,950
Grade 2	\$1,125	\$1,700
Grade 1	\$950	\$1,500

Non-executive employees are employed within the job grades, Grade 1 to Grade 4, whereas Executive employees are employed on job Grade 5 to Grade 7.

16. ANNUAL INCREMENT

- (1) The Company and the Union shall negotiate on the annual increment annually. The date of the annual increment shall be 1st July of the following year.
- (2) The Company and the Union agree to set aside up to 10% of the total basic salary as the monthly variable component (MVC).

17. ANNUAL WAGE SUPPLEMENT

- (1) The Company shall pay an annual wage supplement equivalent to one month's basic salary as at 31st December.
- (2) Confirmed employees who have not completed 12 months' service shall be paid an annual wage supplement pro-rated to the number of completed months of service in the year.
- (3) Employees who have to leave the Company's service before 31st December due to the following reasons shall be paid a pro-rated annual wage supplement for the period that they had served:
 - (a) Retirement
 - (b) Retrenchment
 - (c) Death
 - (d) Medical boarding out
- (4) Staff who tendered their resignation before the payment of annual wage supplement may not be entitled to such payment.

18. VARIABLE BONUS

- (1) The Company and the Union shall negotiate on the variable bonus yearly. The variable bonus shall be payable, subject to the Company's performance. The payment shall be made as a one-off lump sum payment and shall be payable on the third quarter of the calendar year just after the end of each financial year in July.
- (2) Confirmed employees who have less than one year's service in the Company shall be entitled to a pro-rated variable bonus.
- (3) Staff who tendered their resignation before the payment of variable bonus may not be entitled to such payment.

19. STAFF PURCHASE AND DISCOUNT

Every employee is entitled to purchase any item from the pharmacy at cost price plus 10% + GST subject to a maximum of \$500 per month.

PART V LEAVE ITEMS

20. ANNUAL LEAVE

- (1) Every employee who has completed 3 months of service shall be entitled to paid annual leave as follows:

Length of Service Completed	Non-Executive (Grade 1 to Grade 4)	Executive (Grade 5 to Grade 7)
Less than 3 years	14 working days	18 working days
3 years but less than 10 years	18 working days	21 working days
10 years & above	21 working days	

- (2) Any employee who has not completed twelve (12) months of continuous service in any year shall be entitled to annual leave in proportion to the number of completed months of service in that year.
- (3) If an employee terminates his service or has his service terminated (for reasons other than dismissal or resignation to avoid dismissal) before he has taken his annual leave, the Company shall pay for leave not taken as on the day of termination of service.
- (4) The employer shall grant and the employee shall take such leave not later than 12 months after the end of every 12 months of continuous service and any employee who fails to take that leave by the end of such period shall thereupon cease to be entitled thereto.

21. SICK LEAVE AND HOSPITALISATION LEAVE

- (1) Every employee who has completed three (3) months of service may be granted paid sick leave not more than an aggregate of fourteen (14) working days in each calendar year if no hospitalisation is necessary, on production of a medical certificate from a medical practitioner.

- (2) If hospitalisation is necessary, employee will be granted paid sick leave the lesser of the following:
 - (a) 60 days in each year;
 - (b) the aggregate of 14 days plus the number of days on which he is hospitalised.

22. MATERNITY LEAVE

- (1) A female employee who has completed 90 days of service in the Company shall be entitled to paid maternity leave of 2 months plus 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 90 days of service in the company shall be entitled to 2 months 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) A female employee applying for maternity leave shall apply for such leave not later than one week before the date of commencement of maternity leave and such application shall be supported by a certificate from a registered medical practitioner or a Government medical officer.
- (4) Any medical leave resulting from the sterilisation of female employees shall be regarded as hospitalisation leave.

23. CHILDCARE LEAVE

- (1) Every employee who has a child below the age of seven (7) years shall be entitled to the prescribed number of days of paid childcare leave in a year in accordance with the relevant provisions in the Employment Act and the Child Development Co-Savings Act as the case may be, provided he has served the Company for at least three (3) months.
- (2) The employee is to enclose the Birth Certificate of his/her child when applying for childcare leave.

24. INFANT CARE LEAVE

An employee who has at least three (3) months service and has any child below the age of two (2) years at anytime during the respective calendar year shall be entitled to six (6) days of unpaid infant care leave regardless of the number of children he has. All conditions regulating childcare in the Employment Act and Child Development Co-Savings Act shall prevail.

25. PATERNITY LEAVE

A male employee shall be entitled to paid paternity leave of two (2) working days for the birth of the employee's first two (2) children.

26. COMPASSIONATE LEAVE

- (1) The Company shall grant paid compassionate leave as follows:
 - (a) Death of the employee's immediate family, namely spouse, children, parents - 3 working days
 - (b) Death of the employee's siblings, parents-in-law or grandparents - 2 working days.
- (2) The Company may, at its discretion, require documentary proof to be produced by the employee for the granting of compassionate leave. In the event that it is subsequently found that such leave has been obtained by a misrepresentation of the facts in any way whatsoever, then the compassionate leave shall be deemed to be unpaid leave and the employee may be subject to disciplinary action.

27. PROLONGED ILLNESS LEAVE

- (1) In the case of prolonged illness or other illness of a prolonged nature based upon the prognosis of a registered medical practitioner, an employee shall be granted as follows:
 - First 6 months - Full pay
 - Next 6 months - Half pay
 - A further 6 months - No pay

- (2) An employee will be placed on the Prolonged Illness Leave if he is certified by a registered medical practitioner that he is not permanently incapacitated from work.
- (3) At the expiry of the period if he is still unfit for employment, he shall be medically boarded out and the quantum to be negotiated with the union.

28. NO PAY LEAVE

No pay leave of not more than seven (7) days in any calendar year may be granted to an employee who has completed one (1) year's continuous service for:

- (a) Preparation and sitting of examinations relating to the work of the employee, and
- (b) Any exigencies that warrant consideration.

29. MARRIAGE LEAVE

Every confirmed employee shall be eligible for three (3) working days' paid marriage leave on the occasion of his first marriage, subject to the production of a marriage certificate (if required by the Company).

30. EXAMINATION LEAVE

Every confirmed employee taking examinations for courses relevant to the employee's work and from recognised institutions shall be entitled to three (3) days of paid examination leave per year, subject to Management approval.

31. HSEU LEAVE/ EDUCATION LEAVE

- (1) The Company shall grant one (1) working day's special leave with pay to the union committee members only on HSEU Anniversary Day or any other day as decided by the Executive Council of the Union to celebrate the occasion.

- (2) The Company shall grant special leave subject to exigencies of service to Branch officials of the Union who are selected to attend trade union education courses sponsored by the Union or NTUC or both.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

32. MEDICAL TREATMENT

- (1) General Practitioner (GP) Care Provider

Employees can visit any General Practitioner (GP), subject to a cap of \$300 per year. This amount is extended to non-working spouse and children only.

- (2) Specialist Care Provider

For specialist care, employees will have to get a referral letter from GPs or Polyclinics to seek specialist consultation. The Company will reimburse subject to a cap of \$400 per year. This amount is not extended to dependants.

33. HOSPITALISATION BENEFITS

A confirmed employee is covered under NTUC Income Group Hospital and Surgical Insurance:

- Plan 3 covers Non-Executive employees (Grade 1 to Grade 4)
- Plan 2 covers Executive employees (Grade 5 to Grade 7)

The details of the Insurance Plans are enclosed in the attached Appendix.

34. DENTAL BENEFITS

- (1) The Co-operative shall meet the cost of treatment provided by NTUC Denticare clinics up to a maximum of \$200 for each employee in each calendar year. This amount is extended to non-working spouse and children only.

- (2) For the purpose of calendar year calculations of dental benefits for an employee who works less than twelve months, the entitlement shall commence upon confirmation and shall be calculated on a proportionate basis from the date of joining up to 31st December and thereafter the entitlement shall be based on the calendar year, 1st January to 31st December.
- (3) Any leave recommended by the dental surgeon shall be deemed to be sick leave.

35. WORK INJURY COMPENSATION INSURANCE

- (1) Every employee shall be insured in accordance with the provisions of the Work Injury Compensation Act.
- (2) The Company shall make advance full pay to the employee for the period of incapacity during which he is not entitled to any salary payment under the Work Injury Compensation Act. This advance salary payment shall be deducted from the compensation amount when granted under the Work Injury Compensation Act.

PART VII MISCELLANEOUS ITEMS

36. UNIFORM

- (1) Where an employee is required to wear uniform, such uniform shall be provided by the Company. The Company shall provide a minimum of three sets of uniform in the first instance. Thereafter, replacements shall be on a wear and tear basis.
- (2) Uniform shall be worn at all times during official working hours. Proper uniform consist of a blouse, skirt/culotte, black/brown covered shoes and badge. (Subject to changes in design by Management.)
- (3) Hair shall be neat and tidy without any accessories like ribbons, scarf or fanciful clips.

37. BEREAVEMENT BENEFIT

The Company shall present a sympathy token of \$100 to the union members in the event of the death of their immediate family members.

38. TRAINING AND DEVELOPMENT

Every employee may be required to attend training/other courses from time to time by the Company. Employees shall attend such courses unless specifically exempted.

39. GENERAL AND CONFIDENTIALITY CLAUSE

- (1) The employee shall not at any time during the continuance of employment hereunder engage directly or indirectly in any other business or occupation whatever either as principal, agent, servant, broker or otherwise or engage in any activity to the detriment, whether direct or indirect, of the Company's interests, including the interests of any of the associate or subsidiary companies of NTUC Healthcare Co-operative Limited. Provided that the employee shall be entitled to acquire or hold shares in any public company with limited liability.
- (2) The employee shall not at any time be guilty of any act or conduct causing or calculated to cause damage to the Company, its property, reputation or general interests and in all respects and at all times to conduct with propriety and decorum.
- (3) The employee shall not at any time during the continuance of or after the termination of employment hereunder except by the direction or with the express written approval of the Company divulge either directly or indirectly to any person or Company knowledge or information which he may acquire during the course of or incidental to his employment by the Company concerning the affairs or property of the Company or its associate or subsidiary companies or any business or property or transactions or policies in which any of the associate or

subsidiary companies of NTUC Healthcare Co-operative Limited may be or may have been concerned or interested.

40. EMPLOYEES' LIST

- (1) The Company shall on signing this Agreement submit to the Union a list of employees coming within its scope showing the:
 - (a) employees' names;
 - (b) employees' identification numbers;
 - (c) employees' grades; and
 - (d) employees' new rates of pay.
- (2) The Company shall submit an up-to-date list as in sub-clause (1) above on 31st December of each year, to reach the Union not later than 31st January of the following year.

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

Signed for and on behalf of:

**NTUC UNITY HEALTHCARE
CO-OPERATIVE LIMITED**

**HEALTHCARE
SERVICES EMPLOYEES' UNION**

CHUA SONG KHIM
Group Chief Executive Officer

K. THANALETCHIMI
President

STEVEN LYE
Deputy Chief Executive Officer

DIANA CHIA
General Secretary

In the presence of:

MELATI ALUI
Director, HR

PATRICK TAY
Executive Secretary

RASHIDAH MOHAMAD
Manager, HR

ENID MARIA D'SOUZA
Branch Chairman

LIM SIEW NGOH
Branch Secretary

NTUC UNITY HEALTHCARE CO-OPERATIVE EMPLOYEES' AGREEMENT OF 2012

**SCHEDULE OF BENEFITS UNDER NTUC INCOME
GROUP HOSPITAL AND SURGICAL INSURANCE**

**Benefits Payable for any one Disability in
SINGAPORE GOVERNMENT / RESTRUCTURED HOSPITAL**

Hospital Care	PLAN 1	PLAN 2	PLAN 3	PLAN 4
Daily Room & Board (Max 120 days including ICU)	1 Bedded (Private)	4 Bedded (Govt/Restr.)	6 Bedded (Govt/Restr.)	4 Bedded (Govt/Restr.)
Overall limit per Disability	\$20,000	\$10,000	\$8,000	As charged subject to \$15,000 any one disability
Accidental Miscarriage	\$1,000	\$1,000	\$1,000	\$1,000
Death	\$3,000	\$3,000	\$3,000	\$3,000
Ambulance Fees	\$150	\$150	\$150	\$150
Outpatient Kidney Dialysis & Cancer Treatment (per policy year)	\$15,000	\$12,000	\$12,000	\$10,000
Rehabilitation Benefit(up to 31 days)	\$5,000	\$5,000	\$5,000	\$5,000
Co-Payment by Employees	5%	5%	5%	N.A.

Benefits Payable for any one Disability in PRIVATE HOSPITAL

Hospital Care	PLAN 1	PLAN 2	PLAN 3	PLAN 4
Daily Room & Board (Max 120 days including ICU)	1 Bedded (Private)	4 Bedded (Govt/Restr.)	6 Bedded (Govt/Restr.)	4 Bedded (Govt/Restr.)
Intensive Care Unit (ICU)	\$10,000	\$10,000	\$10,000	As charged subject to \$15,000 any one disability
Other Hospital Services	\$15,000	\$8,000	\$4,000	
Surgical Benefits (Subject to Surgical Schedule of Fees)				
Daily In-Hospital Physician's Consultation (Max 120 days)	\$100	\$70	\$50	
Pre-Hospitalisation Specialist Consultation	\$1,500	\$1,200	\$1,000	
Pre-Hospitalisation Diagnostic X-Ray & Lab Fees				
Post Hospitalisation Treatment (Within 90 days of discharge)				
Emergency Outpatient Treatment (Accident Only)	\$3,000	\$2,000	\$1,500	
Accidental Miscarriage	\$1,000	\$1,000	\$1,000	\$1,000
Death	\$3,000	\$3,000	\$3,000	\$3,000
Ambulance Fees	\$150	\$150	\$150	\$150
Outpatient Kidney Dialysis & Cancer Treatment (per policy year)	\$15,000	\$12,000	\$12,000	\$10,000
Co-Payment by Employees	5%	5%	5%	N.A.

The above limits for hospital care in private hospital are pegged to "as charged" expenses in a Singapore government / restructured hospital.