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IR No. 145 — INDUSTRIAL RELATIONS ACT 1960

It is hereby notified for general information that on 2nd September 2022, 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, on this 24th day of February 2022 between the CES_SDC PTE LTD, 171 Chin Swee Road, #12-01 CES Centre, Singapore 169877 (hereinafter called the “Company”) of the one part and the BUILDING CONSTRUCTION AND TIMBER INDUSTRIES EMPLOYEES’ UNION, a trade union registered under the Trade Unions Act and having its registered office at Bukit Pasoh Building, No. 3, Bukit Pasoh Road #03-00, Singapore 089817 (hereinafter called the “Union”) of the other part.

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

(I) GENERAL PROVISIONS

Clause 1: *Title*—This Agreement shall be known as the “CES SDC EMPLOYEES’ AGREEMENT 2022”.

Clause 2: *Scope of Agreement*—This Agreement shall cover all locally engaged employees of the Company holding job grades of Non-Executive Support Staff (SPS) to Assistant Manager (MGT1) whether on permanent or contract terms, with the exception of —

- (a) Finance personnel handling payroll and management accounting;
- (b) IT personnel handling payroll, management accounting and human resource;
- (c) human resource personnel handling confidential information;
- (d) administration assistant who render secretarial support to Assistant Vice President job grade and above;
- (e) confidential secretary;
- (f) probationary employee; and
- (g) temporary employee engaged for a period of not exceeding the aggregate of six months in any year.

Clause 3: *Duration of Agreement*—(1) This Agreement shall take effect from 1st January 2022 and shall remain in force until 31st December 2024.

(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.

(3) Negotiations for a new collective agreement shall commence not later than six months before the expiry of this 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 and the Union hereby undertake to fully co-operate in maintaining harmonious relations in creating an environment conducive to effective work for the advancement of the Company's image and business in the interest of all employees and in this spirit:

- (a) The Union recognises the rights of the Company to control, operate and manage its business in all respects as it thinks fit, and the Union agrees to use its best endeavours to ensure that all its members loyally co-operate in working for the advancement of the Company's business in all respects.
- (b) 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 correspondences 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 to the Branch Secretary or other representative designated by 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 the union members under this Agreement.

Clause 7: *Grievance Procedure*—(1) The Union and the Company agree that an employee's grievance shall be dealt with as expeditiously as possible.

In accordance therewith the procedure set out in sub-clause (2) of this clause shall be adopted to deal with an employee's grievance.

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

(a) *Step One*

An employee having a grievance may within seven working days of its arising, discuss the matter with his immediate supervisor or respective Department Head who shall give his decision within seven working days of the reference of such matter to him.

(b) *Step Two*

If the employee concerned feels that the grievance has not been satisfactorily dealt with in Step One, he may refer the matter to the Union. The Branch Chairman or Branch Secretary or such Union Official authorised by the General Secretary of the Union may, within seven working days of the decision of the Supervisor or Department Head under Step One, take the matter up with the Human Resource Department.

(c) *Step Three*

If the grievance is still not resolved after Step Two has been taken, the Union may request for a Union-Company management meeting to discuss the matter. Such meeting shall be arranged upon receipt of notification by the Union.

(d) *Step Four*

In the event of there being no settlement at Step Three, either party with due notice of the other, may seek the assistance of the Ministry of Manpower.

(e) *Step Five*

In the event of there being no settlement at Step Four, the matter shall be dealt with in accordance with the provisions of clause 8 of this Agreement or referred to the Industrial Arbitration Court in accordance to the Industrial Relations Act.

Clause 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 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.

Clause 9: *Procedure for Dismissal*—(1) The Company shall apprise the Union of the appointment of any Disciplinary Committee convened specifically to inquire into the alleged offence or misconduct of a union member that is serious enough to warrant termination of service or dismissal.

(2) As per clause 7 of this agreement above, should the employee feels that the principles of progressive discipline and/or natural justice have not been forthcoming to him during/after the dismissal procedure process that has been established by the Company, the Union and the Company will make concerted effort/s to resolve the matter expeditiously. In the event of there being no settlement by the Union and Company, either party with due notice of the other, may seek the assistance of the Ministry of Manpower.

(II) GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

Clause 10: *Probation*—(1) A newly engaged employee shall serve a probationary period as stipulated in his employment letter.

(2) Upon completion of his probationary period, an employee shall be deemed to have been confirmed unless his service is terminated by the Company in writing.

(3) In the event of termination during the probation period, the Company and/or the employee shall serve the notice of termination period or make payment in lieu of notice as stipulated in the employee's employment letter.

Clause 11: *Working Hours and Overtime*—The working hours and overtime hours shall be in accordance with the provisions of the Employment Act.

Clause 12: *Work on Rest Day and Public Holiday*—The working hours and payment for overtime, rest days and public holidays shall be in accordance with the Employment Act.

Clause 13: *Public Holidays*—(1) Every employee shall be entitled to all gazetted public holidays with gross rate of pay in accordance with the provisions of the Employment Act.

(2) In the event that such public holiday should fall on a non-working day, the Company shall grant the employee a public holiday leave in substitution for that holiday.

(III) TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

Clause 14: *Notice of Termination of Employment*—(1) In the event of termination after the confirmation of employment, the Company and/or the employee shall notify the other party in writing and serve the notice of termination period or make payment in lieu of notice as stipulated in the employee's employment letter.

(2) All notices must be in writing whether given by the employee or the Company.

(3) The Company shall inform the Union before serving the termination letter on its employees who are union members.

Clause 15: *Retirement and Re-Employment*—(1) The retirement and re-employment age for all employees shall be regulated in accordance with the Retirement and Re-employment Act.

(2) The Company shall enter into discussions with relevant parties six months before the employee reaches the stipulated retirement age.

(3) The re-employment contract shall be offered to the eligible employee three months before his retirement date. The re-employment contract period shall be at least one year, renewable every year up to the prevailing statutory maximum re-employment age.

(4) The offer and continuation of re-employment during the contract period is subject to the following:

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- (a) Employee is medically fit for the job;
 - (b) Employee to have satisfactory work performance; and
 - (c) Business/Operations requirements.

(5) In the event there are no suitable jobs available, the Company shall offer a one-time Employee Assistance Payment (EAP) to the affected employee to help them to tide over a period of time whilst he looks for an alternative arrangement. The EAP amount granted shall be in accordance with the Tripartite Guidelines On The Re-Employment of Older Employees.

Clause 16: *Retrenchment Benefit*—(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 the retrenchment notice is served on the affected employees.

(2) The quantum of the retrenchment benefit shall be negotiated between the Company and the Union. The years of service of an employee whose employment is transferred within the CES Group shall be recognized.

(3) In the event of a retrenchment exercise and in determining the quantum of the retrenchment benefits, the Company and the Union shall consider the financial position of the Company and adopt the prevailing guidelines in the Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment.

(IV) SALARY AND OTHER MONETARY ITEMS

Clause 17: *Salary Ranges*—The salary ranges for the Non-Executive Support Staff grade shall be set out in Appendix 1 to this Agreement.

Clause 18: *Incremental Date*—(1) The incremental date shall be on 1st July each calendar year.

(2) In keeping with the spirit of the national flexible wage policy, the Company shall discuss with the Union the total quantum of increments for the year, taking into consideration, the business performance of the Company, the NWC's recommendations and general economic conditions.

(3) The Company shall as soon as possible, finalise the settlement on the increment with the Union and shall communicate to the employees before the payout date.

(4) In the event that the Company is facing a business downturn and intends to implement cost-saving measures, the Union and the Company shall negotiate and adopt the principles and guidelines for the adjustment of wages in accordance with the prevailing Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment, including the Monthly Variable Component (MVC).

Clause 19: *Variable Bonus*—(1) The Company shall discuss with the Union, taking into consideration, the Company's business performance, the NWC's recommendations and general economic conditions. Subject to the Company's and individual employee's performance, the variable bonus shall be paid after the release of the annual financial results of the Company.

(2) An employee shall be eligible for the variable bonus, subject to fulfilling the following conditions:

- (a) confirmed in employment; and
- (b) active in service and not serving termination notice at the point of payment.

(3) An employee who has fulfilled the above conditions but has completed less than twelve months of service as at 31 December shall receive pro-rated bonus.

Clause 20: *Transport Reimbursement*—(1) An employee who uses his personal vehicle for official duties shall be reimbursed for the following expenses:

- (a) Mileage Claims

Car — 40 cents per kilometre

- (b) ERP and parking charges incurred whilst on official duties.

The mileage claims stated above will be subjected to review that can be upward or downward when there are major fluctuations in the petrol price.

(2) Employees shall be reimbursed transportation expenses in the following instances:

- (a) Travelling from one office/site to another in the course of carrying out official duties. The transport claims should exclude the cost of travelling by similar mode of transport between home and their regular place of work and vice-versa, if the journey begins from and ends at home;
- (b) Employees who are not eligible for any overtime claim and are required to work beyond 9.00 pm shall be eligible to claim for taxi fare or transport reimbursement home;
- (c) Employees who are not eligible for any overtime claim and are required to work on their off day shall claim for transport expenses incurred for travel between their home and their regular place of work and vice versa; and

(3) Employees are eligible for taxi fare claims for trips made between their home and the Changi Airport or Ferry Terminals due to business trips.

Clause 21: *Activity Fund*—(1) The Company agrees to contribute S\$1,000 a year during the currency of this Agreement to the Activity Fund administered by the Union.

(2) The Fund is to be used for union members working in the Company.

(V) LEAVE ITEMS

Clause 22: *Annual Leave*—(1) Every employee who has completed three months of service shall be granted by the Company paid annual leave as follows:

<i>Support Staff</i>	<i>Executive</i>	<i>Assistant Manager</i>
7-14 days or 10-14 days subject to individual contract scheme	14-18 days	18-21 days

(2) The Annual Leave will be pro-rated accordingly for any incomplete year of service.

(3) Any unutilized annual leave from the preceding year, based on the statutory entitlement of the employee and in accordance with the Employment Act, will have to be consumed before 31st December of the following year.

(4) In the event of unused annual leave in excess of statutory entitlements, the treatment of the excess annual leave will be in accordance with the Employment Act, where applicable, and subjected to the following Company policy:

- (a) For those covered under Part IV of the Employment Act, up to 14 days of unutilized annual leave from the preceding year will be allowed to be carried forward and to be consumed by 31st December of the following year.
- (b) For those not covered under Part IV of the Employment Act, up to 25% of the unutilized annual leave will be allowed to be carried forward and to be consumed by 30th June of the following year.

Clause 23: *Medical Leave and Hospitalisation Leave*—(1) The Company shall grant to every employee who has completed three months of service paid medical leave. The Medical Leave granted shall be in accordance with the Employment Act. The Company shall provide an aggregate of 60 days of hospitalization leave (inclusive of 14 days of outpatient sick leave) per calendar year.

(2) Absence caused through dental illness shall, on production of a medical certificate issued by any registered dental practitioner, be treated as paid medical leave.

(3) In the event that an employee has contracted an infectious disease as listed under the Infectious Diseases Act, the Company shall grant medical leave as per the medical certificate issued by a registered medical practitioner and/or based on the prevailing national medical advisory in Singapore and applicable tripartite advisories and guidelines. This leave will be deducted from the employee's hospitalization leave quota based on the prevailing advisory guidelines.

Clause 24: *Maternity Leave*—The Company shall provide maternity benefits to all female employees who have completed three months of service in accordance with the prevailing law.

Clause 25: *Paternity Leave*—Subject to the conditions stipulated in the Child Development Co-Savings Act, all male employees who have completed three months of service shall be entitled to paid paternity leave and shared parental leave.

Clause 26: *Marriage Leave*—(1) For employees who have completed three months of service, the Company shall grant 3 consecutive working days' leave with full pay on the occasion of the employee's first legal marriage provided that the marriage is contracted or solemnised whilst in employment with the Company.

(2) A properly authenticated certificate of such marriage shall be provided by the employee.

(3) The marriage leave has to be consumed within six months from the date of registration of marriage.

Clause 27: *Child Care Leave and Unpaid Infant Care Leave*—The Company shall provide child care leave and unpaid infant care leave to employees who have completed three months of service in accordance with the prevailing law.

Clause 28: *Compassionate Leave*—An employee shall be entitled to paid compassionate leave in the event of the death of the employee's:

- (a) parents, parent-in-law, spouse, children, sibling, grandparents, grandchildren — 3 consecutive working days;
- (b) great grandparent, great grandparent-in-law, grandparent-in-law, brother-in-law or sister-in-law — 1 working day.

Clause 29: *Examination Leave*—A confirmed employee is eligible for examination leave for Company sponsored courses. Such paid leave will be granted on the actual date of examination.

Clause 30: *Union Leave*—The Company shall grant leave with full pay to Branch officials to attend Union Education/Training Courses, subject to exigencies of service.

Clause 31: *Reservist Leave*—The Company shall grant leave to all employees who are required to fulfil their NS obligation according to the Singapore Enlistment Act.

Clause 32: *Home Quarantine Leave*—In the event that an employee is served with a Home Quarantine Order by the Ministry of Health (MOH) after a business overseas trip, the Company shall grant the Home Quarantine Leave based on the prevailing national medical advisory in Singapore and tripartite advisory and guidelines.

(VI) MEDICAL BENEFITS AND INSURANCE

Clause 33: *Medical Benefit*—(1) All employees who have completed three months of service shall be covered under the Company's medical insurance for inpatient and outpatient (including Specialist and Dental) treatments.

(2) In the event that there is a change of policy, the union shall be notified accordingly.

Clause 34: *Medical Check-Up/Health Screening*—The Company shall organise company-wide health screening programmes once in every two years and explore health screening corporate rate with medical centres for the employees.

Clause 35: *Annual Audiometric Examination*—Site employees exposed to noise pollution shall be given an annual (12-monthly) audiometric examination approved by the examination centre recommended by MOM.

Clause 36: *Prolonged Illness*—In the event of a confirmed employee contracting a long-term illness of a prolonged nature and is medically certified by a registered medical practitioner to require prolonged and continuous medical treatment and rest, the Company shall consider on a case-by-case basis to render assistance to the affected employee.

Clause 37: *Work Injury Compensation Insurance*—Every employee shall be insured in accordance with the provisions of the Work Injury Compensation Act.

Clause 38: *Group Personal Accident Insurance*—Employees who have completed three months of service shall be covered for the Group Personal Accident Insurance.

Clause 39: *Business Travel Insurance*—Employees shall be covered for the Business Travel Insurance while travelling on business.

(VII) MISCELLANEOUS ITEMS

Clause 40: *Gifts for Occasions*—Every eligible employee shall be entitled to gifts for the following occasions:

- (a) Birth of new born baby
 - up to \$150 for Assistant Manager grade
 - up to \$80 for below Assistant Manager grade.
- (b) Hospitalisation
 - up to \$150 for Assistant Manager grade
 - up to \$80 for below Assistant Manager grade.

Clause 41: *Death of Immediate Family Members*—A wreath shall be sent to the employee on the death of the immediate family member:

- (a) up to \$180 for Assistant Manager grade; and
- (b) up to \$120 for below Assistant Manager grade.

Clause 42: *Uniforms and Safety Shoes and Personal Protective Equipment (PPE)*—The Company shall provide the necessary uniforms, safety shoes and personal protective equipment (PPE) to required employees based on Company's policy.

Clause 43: *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.

Clause 44: *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, with sensitive information/ personal data redacted where possible:

- (a) employees' name;
- (b) employees' identification number;
- (c) employees' date joined Company;
- (d) employees' designation, office location; and
- (e) Employees' salary range and salary grade.

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

Clause 45: *Employee Training and Development and Workplace Safety and Health*—(1) The Company and the Union shall endeavour, through quarterly union-management meetings, to strengthen training, heighten productivity and enhance the capabilities of the Company's workforce with the objective of company transformation and securing better wages, welfare, and work prospects for the employees.

(2) The Company and the Union shall endeavour, through quarterly union-management meetings, to identify, improve, and implement health and safety measures and initiatives, including mental well-being at the workplace, and cultivate safety consciousness amongst the employees to promote, achieve and maintain a safe and healthy working environment.

Clause 46: *Protection of Personal Data*—(1) The Union agrees to undertake to comply with the regulations of the Personal Data Protection Act 2012, the instructions of CES's Data Protection Officer and any future guidelines that will be issued by the Company in relation to the personal data that will be disclosed in accordance with clause 44(1) above.

(2) The Union agrees and warrants to:

- (a) use the personal data solely for the purpose of this Agreement and in accordance with the requirements and standards set out in the Act, and shall not further process, disclose, reproduce or otherwise exploit the personal data for any other purpose without the prior written consent of the Company;
- (b) implement and use appropriate technical and organizational measures against unlawful and unauthorised processing of the personal data and against accidental loss, destruction of and damage to the personal data.

(3) Upon the expiry of this Agreement, the Union shall (a) transfer to the Company all the Company's personal data that has been given or otherwise was collected by the Union, as well as all copies thereof; and (b) immediately cease all further use of such personal data. The Union shall provide the Company with a written confirmation signed by an authorised representative that all such personal data has been transferred to the Company, destroyed or otherwise deleted from the Union's files and computer systems or any other digital media.

(4) After the expiry of this Agreement, should there then be any complaints of non-compliance or breach of the Act which happened during the term of the arrangement, the Union shall notify and assist the Company to the best of their ability.

IN WITNESS WHEREOF the parties hereto set their hands the date first above written.

Signed for and on behalf of:

CES_SDC PTE LTD

BUILDING CONSTRUCTION
AND TIMBER INDUSTRIES
EMPLOYEES' UNION

YAM AH MEE

*Executive Director
CES Construction Division*

KESAVAN S/O V. MUNIKANNU

President

TEO TIONG YONG

*Chief Operating Officer
CES Construction Division*

DANNY TAN TECK MENG

Deputy Executive Secretary

LIEW CHOONG SAN

Managing Director, CES_SDC

TAN LAI HENG

Branch Chairperson

In the presence of:

TAN PING LING

Human Resources Director

MUHAMMAD RAMZI BIN JAMAL

Principal Industrial Relations Officer

Appendix 1 (Clause 17)

CES SDC EMPLOYEES' AGREEMENT 2022

SALARY RANGES FOR BARGAINABLE EMPLOYEES

<i>Non-Executive Category</i>		<i>Job Grade</i>	<i>Salary Range (SGD)</i>	
Support Staff	Senior Support Staff	SPS3	1,500	4,500
	Support Staff	SPS2	1,200	3,500
	Assistant Support Staff	SPS1	800	2,500

WONG CIXIAN
Registrar
Industrial Arbitration Court
Singapore

(CA. 073 of 2022)