
First published in the *Government Gazette*, Electronic Edition, on 16 July 2024 at 5 pm.

IR No. 149 — INDUSTRIAL RELATIONS ACT 1960

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

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act on this 27th day of July 2023 between the MILLENNIUM & COPTHORNE INTERNATIONAL LIMITED (ORCHARD HOTEL SINGAPORE), being a company registered and trading as the ORCHARD HOTEL SINGAPORE in the Republic of Singapore and having its registered business address at 442, Orchard Road, Singapore 238879 (hereinafter called the “Hotel”) of the one part and the FOOD, DRINKS AND ALLIED WORKERS UNION of 279, River Valley Road, Singapore 238320, being a trade union of employees registered pursuant to the Trade Unions Act (hereinafter called the “Union”) of the other part.

WHEREIN IT IS AGREED between the Hotel and the Union that the terms and conditions of service shall be observed by the Hotel in relation to its employees as contained in this Agreement.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

(I) GENERAL PROVISIONS

1. *Title*—This Agreement shall be known as the “MILLENNIUM & COPTHORNE INTERNATIONAL LIMITED (ORCHARD HOTEL SINGAPORE) EMPLOYEES’ AGREEMENT 2023”.

2. *Scope of Agreement*—(1) This Agreement shall cover all locally employed employees in the service of the Hotel with the exception of the following categories of employees:

- (a) employees classified as managerial, executive and confidential staff as per Appendix I to this Agreement, subject to the right of the Union to negotiate for those said positions in the said Appendix for union representation in accordance with the Industrial Relations Act and Trade Unions Act on the representation of Executives by Rank and File Unions;
- (b) employees on probation;
- (c) employees employed on a temporary basis for a period not exceeding an aggregate of six months in a calendar year;
- (d) trainees and apprentices who are not on the Hotel’s payroll.

(2) The Union shall provide limited representation to employees in positions listed under Appendix I with reference to Part IV of the Industrial Relations Act on the following:

- (a) Appeal against wrongful dismissal under S35(3) of the Industrial Relations Act;
- (b) Negotiation for retrenchment benefit;
- (c) Breach of employment contract;
- (d) Victimisation arising out of a contravention of S82 of the Industrial Relations Act;
- (e) Dispute on re-employment matters; and
- (f) Individual Grievance.

3. *Duration of Agreement*—(1) This Agreement shall be binding on both parties for a period of three years with effect from 1st January 2023 to 31st December 2025 , both dates inclusive.

(2) During the currency of this Agreement, neither the Hotel 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 the law.

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

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

5. *Recognition of Management and Union Functions*—(1) The Hotel recognises the Union as the sole collective negotiating body relating to rates of pay and other general terms and conditions of employment for all employees covered by this Agreement as defined under clause 2 of this agreement.

(2) The Union recognises the right of the Hotel to control, operate and manage its affairs in any manner it sees fit.

(3) The Union and the Hotel agree to use their best endeavours to ensure that all members loyally co-operate in working for the advancement of the Hotel's interests and business in all respects.

(4) The Hotel recognises the right of the Union to control, operate and manage its affairs in any manner it sees fit.

(5) The Hotel shall acknowledge the contributions of the Branch officials in promoting a positive industrial relations climate and in self-improvement through Union-initiated trainings; these shall form part of the considerations in performance appraisal exercise and career development subject to job vacancies.

(6) All relevant correspondence from the Company to employees covered by this Agreement shall be copied to the Union and its Branch.

6. *Non-Union Members*—The Hotel shall not grant more or better terms than those provided for by this Agreement to non-union members belonging to grades covered by this Agreement.

7. *Grievance Procedure*—(1) Recognising the value and importance of full discussion in clearing up misunderstanding and preserving harmonious relations, every reasonable effort shall be made by both the Hotel and the Union to address any grievance or complaint from employees at the lowest possible level and its first available opportunity.

(2) The Hotel shall document all discussions related to employee grievances and shall respect the confidentiality of the employee(s) involved and information shared. All supervisors shall be briefed to appropriately handle employee feedback and grievance.

(3) Any employee having a grievance may within three working days of its arising bring the matter to the attention of his immediate superior, or in the case where the grievance is against his superior, the Head of Department concerned or his delegated representative, who shall give his decision within three working days from the date of reference to him.

(4) If the employee concerned is aggrieved by the decision given under sub-clause (3) above he may, within three working days thereof refer the matter through the Branch committee to the Director of HR or his delegated representative who shall give his decision within three working days from the date the matter was referred to him.

(5) If the employee is still dissatisfied with the decision given under sub-clause (4) above, the matter shall be discussed at the Hotel management and Union level. Failing a settlement, the matter shall be referred to the Ministry of Manpower for conciliation.

(6) In the event of there being no settlement after action under sub-clause (5) above, has been exhausted, the matter shall be referred by either party to a referee in accordance with the referee clause for determination.

8. *Referee*—Any dispute or disputes between the parties to this Agreement whilst this Agreement is in force and arising out of its operation, may 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 or disputes.

(II) GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

9. *Notice of Vacancy*—The Hotel shall as far as circumstances permit put up for the information of its employees suitable and reasonable advance notice of any vacancy it intends to fill. Such notice shall be displayed on the noticeboard.

10. *Terms and Conditions of Employment*—The terms and conditions of employment of all employees shall not be less favourable than those laid down in —

- (a) the Employment Act;
- (b) the Industrial Relations Act;
- (c) the Work Injury Compensation Act;
- (d) the Workplace Safety and Health Act;
- (e) the Central Provident Fund Act;
- (f) the Enlistment Act;
- (g) the Retirement and Re-employment Act;
- (h) the Child Development Co-Savings Act; and
- (i) all such legislation as may be enacted in the Republic of Singapore during the term of this Agreement affecting the provisions herein.

11. *Probation*—(1) Every employee on first appointment shall be placed on probation for a period of three months.

(2) At any time before the expiry of the probationary period, the employee's service may be terminated in writing by either the Hotel or the employee giving one day's notice or one day's gross salary in-lieu of notice without any reason being given by either party for such termination.

(3) On termination of probationary appointment, the employee shall be entitled to gross salary payment up to and including the day of termination.

(4) On expiry of the probationary period, unless the Hotel has terminated his probationary service in writing, the employee shall be deemed to have been confirmed in the employment of the Hotel with effect from the expiry of the probationary period.

(5) The probationary period shall be deemed to form part of an employee's length of service.

12. *Promotion*—(1) An employee selected for promotion shall normally be required to serve a trial period in the higher category or grade for three months. If he is not subsequently confirmed in his appointment in the higher category or grade on completion of the trial period, he shall revert to the substantive appointment he held and the salary he drew immediately before the date of his promotion.

(2) On promotion, an employee shall receive a basic salary determined as follows:

- (a) If his salary prior to promotion is less than the minimum of the salary for the higher category or grade, he shall enter at the minimum of such salary provided that where the resultant increase in salary is less than 15% of his last drawn salary then, he shall receive an increase in salary of not less than 15% of his last drawn salary.

-
-
- (b) If his salary prior to promotion is equal or above the minimum of the salary for the higher category or grade, then he shall receive a salary increase of not less than 15% of his last drawn salary.

13. *Acting Appointment and Allowance*—(1) The Hotel may require an employee to act for the purpose of carrying out all normal duties, functions and responsibilities of a post higher than the grade of the employee's substantive appointment.

(2) Where an acting appointment is made in accordance with sub-clause (1) of this clause and provided the acting appointment is for a period of at least one week, an acting allowance shall be payable at a rate of S\$250.00 per month and proportionately for part of a month.

(3) No acting allowance shall be payable where an employee is acting in a post of the same category as the employee's substantive appointment.

14. *Normal Working Hours and Overtime*—(1) Working hours shall be regulated in accordance with the provisions of section 38 of the Employment Act.

(2) Subject to the provisions of the Employment Act, overtime shall be optional.

(3) The rate of pay for overtime work undertaken before midnight at the request of the Hotel on weekdays other than rest days and public holidays, shall be calculated at one and a half times the hourly basic rate of pay.

(4) The hourly rate of pay for overtime work undertaken after midnight at the request of the Hotel shall be calculated at two times the hourly basic rate of pay.

(5) For work undertaken at the request of the Hotel on a rest day, the rate of pay shall be as follows:

- (a) If the period of work does not exceed half his normal hours of work, a sum at the basic rate of pay for one day's work;
- (b) If the period of work is more than half but does not exceed his normal hours of work, a sum at the basic rate of pay for two days' work; or
- (c) If the period of work exceeds his normal hours of work for one day;
 - (i) a sum at the basic rate of pay for two days' work; and
 - (ii) a sum at the rate of not less than two times his hourly basic rate of pay for each hour or part thereof that the period of work exceed his normal hours of work for one day.

(6) For work required by the Hotel on a paid gazetted holiday in accordance with the Employment Act, for which no substitution is given, the rate of pay for one day's work or less shall be an extra day's salary at the basic rate of pay for one day's work, in addition to the gross rate of pay for that day. The hourly rate of pay for work in excess of normal hours of work on public holidays shall be at two times the hourly basic rate of pay.

15. *Rest Day*—(1) Every employee shall be entitled to one rest day per week.

(2) The weekly rest day for each employee who is engaged in shift duty shall be determined in accordance with the duty roster which shall be drawn by the Hotel in accordance with the Employment Act and displayed at the Hotel's notice board.

(3) Any change to such drawn up duty roster shall be notified to the employee as far as possible one week in advance.

16. *Public Holidays*—Subject to the provisions of the legislation.

(1) Every employee shall be entitled to all gazetted public holidays with full pay in accordance with the provisions of the Employment Act.

(2) Any substitution of a public holiday for another day shall be by mutual agreement between the Hotel and the employee.

(3) If any of the days gazetted as public holidays should fall on a rest day, a working day thereafter, mutually agreed by the employee and the Hotel shall be a paid holiday in substitution thereof.

(III) TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

17. *Retirement and Re-Employment*—(1) Every employee shall retire on the 31st day of December of the year in which the employee reaches the age of sixty-three (63) years or such other age as may be prescribed by the Minister in accordance with the Retirement and Re-employment Act, whichever is higher.

(2) The Hotel shall provide pre-retirement planning for retiring employees at least one year in advance.

(3) The Hotel 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 work performance.

(4) The Hotel shall give the employee employment contract at least three months before retirement.

(5) Employees who are eligible for re-employment with the Hotel shall be offered re-employment in one of the following job arrangements:

- (a) re-employed in the same job;
- (b) re-employed with modifications to the existing job, re-deployed to a different job;
- (c) re-employed on flexible work arrangements such as part time or job sharing.

(6) The duration of re-employment shall be five (5) years re-employment contract, up to the 31st day of December of the year in which the employee reaches the age of sixty-eight (68) as long as the employee continues to meet the eligibility criteria.

(7) On the 31st December of the year in which the employee reaches the age of sixty-eight (68) years, the Hotel shall consider to offer further re-employment to the employee as long as he continues to meet the eligibility criteria.

(8) The Hotel shall continue to recognise the contribution of re-employed employees through the provision of equitable terms and conditions, including annual leave, annual wage supplement, variable bonus, annual increment and medical benefits, as that of regular employees as stipulated in this Collective Agreement.

(9) The revised re-employment terms and conditions offered to employees shall take into consideration terms equitable to the employee and the cost competitiveness to the Hotel and shall be with reference to the Retirement and Re-employment Act and the Tripartite Guidelines on the Re-employment of Older Employees.

(10) In the event that the Hotel is not able to offer re-employment to an employee, the Hotel shall provide the employee at least three (3) months' notice to retire him or pay him three (3) months' gross salary in-lieu of notice. In the event that the employee is not re-employed, the Hotel will pay him an additional three and a half (3.5) months' gross salary, subject to a minimum of \$6,250 and a maximum of \$14,750 as a form of Employment Assistance Payment (EAP).

(11) The Hotel shall endeavour to provide an age-friendly and inclusive workplace through job redesign and training for employees where necessary to allow them to perform their jobs effectively.

18. *Retrenchment Benefits*—(1) Subject to the provision of section 45 of the Employment Act, the Hotel shall pay a retrenchment benefit to an employee on the termination of his service, on the grounds of bona fide redundancy or because the Hotel ceases business or the Hotel is placed under receivership and/or judicial management or by reason of any re-organisation, or on grounds of winding up or liquidation whether voluntarily or involuntarily or any other reasons, at the rate of one month's last drawn basic salary for each year of continuous service and a proportionate part thereof for any incomplete year of service. For the avoidance of doubt, the last drawn basic salary shall be computed as the last drawn basic salary before any wage cuts were implemented.

(2) In the event of retrenchment of employee, the Hotel shall give at least two months' notice or two months' gross salary in-lieu of notice.

(3) All retrenched employees shall be entitled to a pro-rated annual wage supplement, annual leave, preceding years' Cumulative Variable Payment and current year's Cumulative Variable Payment (if any).

(4) The Hotel shall inform the Union in writing of its intention to retrench at least one month in advance before serving notice to its employees. Upon receipt of such notice, the Hotel and the Union shall commence discussions on the retrenchment including communications, training and employment support for affected employees.

(IV) SALARY AND OTHER MONETARY ITEMS

19. *Employment and Salary*—(1) Every employee shall be monthly rated and shall be paid on the last day of the month.

(2) The minimum basic salary for each category of confirmed employees shall be as set out in Appendix II to this Agreement. However, the minimum salary is not to be equated as starting salary but is understood to be the minimum salary below which no employee is allowed to work in the respective grade.

(3) Any employee whose salary as at 1st January is less than the agreed minimum salary appropriate to his category or grade as set out in Appendix II, shall with effect from 1st January, have his salary adjusted to the said minimum salary.

(4) Any employee whose salary as at 1st January is more than the maximum salary to his category as set out in Appendix II of the Agreement as a result of wage adjustments shall continue to have his Annual Increment built into his basic salary until it reaches the maximum salary. The balance amount that is not built into his basic salary shall be paid as a lump-sum payment calculated based on his last drawn basic salary as at 31st December of the preceding year. The same shall apply to any employee whose salary reaches the maximum as a result of Annual Increment during the duration of this Agreement.

(5) Any employee whose salary as at 1st January is more than the maximum salary appropriate to his category as set out in Appendix II to this Agreement shall cease to have his Annual Increment built into his basic salary. However, he shall receive a lump-sum payment calculated based on his last drawn basic salary as at 31st December of the preceding year, multiplied by the annual increment quantum, multiplied by 13 months. The lump-sum payment shall be made on 30th June and 31st December in the year in which the Annual Increment is due. All lump-sum payments shall be paid to the employees who are still in service at the time of payment. Pro-rated lump-sum payment shall be paid to the employees under the following conditions:

- (a) on retirement;
- (b) on retrenchment;
- (c) on medically boarded out cases;
- (d) on death; and
- (e) on resignation, provided that the resignation has not been to avoid dismissal.

(6) Every confirmed employee shall be entitled to an Annual Increment on 1st January of each calendar year. The Annual Increment shall be computed based on the monthly individual salary as at 31st December of the preceding year.

(7) A confirmed employee with less than 1 year of service on 1st January of each calendar year shall be eligible for the annual increment on a pro-rata basis.

(8) It is agreed that there shall be a Flexible Wage System. In support of the Flexible Wage System, the Annual Increment shall comprise three components, namely an Annual Service Increment (SI), a Cumulative Variable Payment (CVP) and a Monthly Variable Component (MVC) as per the illustration provided in Appendix III to this Agreement.

(9) The Annual Service Increment shall be built into an employee's basic salary.

(10) The Cumulative Variable Payment shall be paid as a cumulative lump sum payment, that is, to pay all the preceding years' Cumulative Variable Payment. The Cumulative Variable Payment shall be based on the agreed quantum times the monthly basic salary as of 31st December of the year of increment, multiplied by thirteen (13) months. The Cumulative Variable Payment shall be accumulated up to a maximum of three months' basic salary. If the accumulation in the Cumulative Variable Payment is more than three months, how such excess be paid shall be a matter to be negotiated between the Union and the Hotel management. The Cumulative Variable Payment may be adjusted downwards in the event of the Hotel experiencing a gross operating loss. The payment of the Cumulative Variable Payment shall be made together with the June and December salary each year in two equal lump sums.

(11) Subject to sub-clause (8) of this clause, the Cumulative Variable Payment shall be paid to employees who are still in service at the time of payment. However, pro-rated Cumulative Variable Payment calculated on the basis of completed months shall be paid to employees under the following circumstances:

- (a) on retirement;
- (b) on retrenchment;
- (c) on medically boarded out cases;
- (d) on death; and
- (e) on resignation, provided that the resignation has not been to avoid dismissal.

(12) In accordance with the National Wages Council's guidelines, the Monthly Variable Component (MVC) shall be implemented across the board for all levels of employees as a matter of priority.

(13) For accounting purposes, the MVC shall be kept separate from the basic salary and shall be payable to all employees, including those at the minimum and maximum points of a job grade. This is to ensure that all employees will have the same level of MVC in their salaries.

(14) The MVC shall otherwise for all intent and purpose be treated like the monthly basic salary for the payment of Annual Wage Supplement and computation of overtime and other payments linked to the monthly basic salary.

(15) The Hotel and the Union will discuss the criteria for reduction and restoration of the MVC based on the guidelines of NWC.

(16) The Monthly Variable Component may be varied only by mutual agreement between the Hotel and the Union.

(17) The current MVC is 10% of an employee's basic salary.

(18) The Annual Increment for the year 2023 shall be 6.5% subject to a minimum of \$90, whichever is higher. The Annual Increment for the year 2024 and 2025 shall be negotiated not earlier than six months before the annual increment effective date.

(19) For the purpose of this clause, an employee appointed before the 16th day of the month shall be deemed to have served a completed month, and any increment resulting in odd cents shall be rounded up as follows:

1 cent to 49 cents — S\$0.50

51 cents to 99 cents — S\$1.00

20. *Equal Remuneration*—Both parties shall subscribe to the principle of equal remuneration for men and women for work of equal value shall apply. "Remuneration" means salary (as defined in the Employment Act) and any other consideration, whether in cash or in kind which the employees receive directly or indirectly, in respect of employment.

The Hotel shall ensure that the principles of equal remuneration for men and women of equal value are adhered to. Regardless of their gender, employees will be paid and rewarded based on the value of the job, performance and contribution.

21. *Annual Wage Supplement*—(1) An annual wage supplement shall be paid to each employee at least one week before Christmas each year.

(2) Subject to sub-clauses (3) and (4) of this clause, the quantum of such annual wage supplement shall be one month's basic pay and shall be based on the employee's basic pay as at 31st December of that year. For the avoidance of doubt, the last drawn basic salary shall be computed as the last drawn basic salary before any wage cuts were implemented.

(3) A confirmed employee with less than one year of service as at the end of the calendar year shall be entitled to an annual wage supplement on a pro-rata basis.

(4) Proportionate annual wage supplement calculated on a basis of each completed month of service shall be paid to an employee whose services are terminated on —

(a) Retirement;

(b) Termination of service on medical grounds; (provided that the employee has completed not less than six months' continuous service);

(c) Death; whilst in the service of the Hotel, in which case payment shall be made to his nominee or in the absence of any nomination to his next-of-kin or his legal representative;

-
-
- (d) Retrenchment;
 - (e) Resignation (provided that the employee has completed not less than 12 months' continuous service and provided further that the employee's resignation has not been to avoid dismissal); or
 - (f) Call-up for National Service.

(5) For an incomplete month, the computation shall be pro-rated according to the actual number of days worked in that month.

22. *Shift Allowances*—Every employee required to work on split shift duty shall be paid an allowance of S\$10.50 per day for such split shift duty.

Every employee required to work on rotational night shift duty shall be paid an allowance of S\$10.50 per day for such night shift duty (2300 hours to 0700 hours).

23. *Transport*—(1) The Hotel shall provide free transportation to an employee who starts or finishes his duty between the hours of midnight (2400 hours) and 0600 hours.

(2) In the event that no transport is provided, the Hotel shall reimburse the employee concerned the expenses incurred at taxi or private-hire vehicle fare rates.

(3) Transport will be provided to employees who work on a public holiday where no substitution is given.

24. *Meals*—(1) Every employee working on straight shift shall be entitled to one duty meal.

(2) Every employee working on split shift shall be entitled to two duty meals.

(3) The Hotel shall provide such meal without cost to the employee.

(4) Notwithstanding sub-clause (1) of this clause, every employee working on straight shift duty in the night between 1700 hours to 0100 hours and 1800 hours to 0200 hours shall be entitled to two duty meals.

25. *Uniforms and Laundry*—(1) Where an employee is required to wear uniform, such uniform shall be provided and laundered by the Hotel without cost to the employee.

(2) The Hotel shall provide a minimum of two sets of uniform initially, and subject to genuine wear and tear, a replacement shall be made.

26. *Service Charge*—(1) The Hotel shall be solely and absolutely responsible for the collection, administration and management of the service charge.

(2) The service charge levied by the Hotel shall form part of the Hotel's revenue and the employees of the Hotel shall have no claim on the same.

(3) It is jointly agreed that the practice of tipping shall be discouraged and that the employees of the Hotel shall not demand, request or indicate in any manner through the refusal or omission to render service the expectation of tips from the patrons or guests of the Hotel.

27. *Festive Cash Advance*—(1) Every confirmed employee who has completed one year of continuous service with the Hotel shall be granted, on written application and subject to management's approval, a festive cash advance of an amount not exceeding one month's basic salary once in a calendar year for one of the following:

- (a) Chinese New Year;
- (b) Hari Raya Puasa;
- (c) Deepavali; or
- (d) Christmas.

(2) The festive cash advance shall be paid not later than one week before the festive day.

(3) Such advance shall be recovered from the employee's salary in four equal monthly installments, effective from the following month.

(V) LEAVE ITEMS

28. *Annual Leave*—(1) Every employee shall be entitled to paid annual leave as follows:

<i>Year of Service</i>	<i>Leave Entitlement</i>
1st year	9 working days
2nd year	11 working days
3rd year	13 working days
4th year	16 working days
5th year	17 working days
6th year	18 working days
7th year	19 working days
8th year	19 working days
9th year	21 working days
10th year and above	22 working days

(2) An application for annual leave shall be made in writing and forwarded to the Hotel as far as possible two weeks prior to the commencement of the intended leave.

(3) Pro-rated annual leave entitlement shall be given on cessation of employment with the Hotel on the following grounds with the exception of those who are dismissed for misconduct:

- (a) Retirement
- (b) Retrenchment
- (c) Medically boarded out cases
- (d) Death
- (e) Resignation
- (f) National Service enlistment.

29. *Maternity Leave*—(1) A female employee who has served the Hotel shall be entitled to paid maternity leave in accordance with the relevant provisions of the Employment Act and the Child Development Co-Savings Act, where applicable. Maternity leave for female employees who do not fulfill the criteria stipulated in the foresaid Acts, shall be treated as unpaid leave.

(2) A pregnant female employee may be rostered to work between 2300 hours and 0700 hours provided she has given her written consent and is not certified unfit by a Government medical officer or a registered medical practitioner.

(3) Any absence from work due to miscarriage or abortifacient measures during the first 7 months of pregnancy shall not be considered as maternity leave but as paid sick leave under clause 36 of this Agreement.

(4) A female employee applying for maternity leave shall submit her application for such leave before its commencement at least one week in advance in order to facilitate the arrangement of work program of the Hotel. Such application shall be supported by a certificate from a registered medical practitioner.

(5) The Hotel shall consider up to 8 weeks of unpaid leave upon application by the female employee to facilitate her to care for her child if she has already fully utilized her paid maternity leave entitlement.

30. *Paternity Leave*—(1) A male employee, who has completed 3 months' service with the Hotel, shall be eligible for paid paternity leave of 2 working days on the occasion of the birth of his own child.

(2) Such leave shall be granted in addition to the Government-paid paternity leave in accordance with the relevant provisions of the Child Development Co-Savings Act, where applicable.

31. *Matrimonial Leave*—Every confirmed employee shall be eligible for paid matrimonial leave of six working days on the occasion of his first legal marriage to be cleared in a single block and to be utilised within 1 year from registry of marriage date.

32. *Shared Parental Leave*—A male employee shall be able to share his spouse's maternity leave subject to the agreement of his spouse and in accordance with the relevant provisions of the Child Development Co-Savings Act, where applicable.

33. *Childcare Leave*—Every employee with at least three months' service with the Hotel shall be eligible for paid childcare and/or extended childcare leave in accordance with the Employment Act and the Child Development Co-Savings Act, where applicable.

34. *Compassionate Leave*—(1) The Hotel shall grant an employee paid compassionate leave as follows:

- (a) Death of employee's parent, spouse, child, grandparent, grandparent-in-law, parent-in-law, sibling or grandchild — 4 working days.
- (b) Critical illness of employee's parent, spouse, child, grandparent, grandparent-in-law, parent-in-law, sibling or grandchild — up to 4 working days per calendar year.

(2) An employee requesting compassionate leave may be required by the Hotel to produce evidence that the leave is needed on bona fide grounds. If it is subsequently found that such leave has been obtained by misinterpretation of facts, then the employee may be liable to disciplinary action by the Hotel.

35. *Study Leave*—(1) The Hotel shall grant paid study leave to Branch officials who has been selected to attend trade union training courses of any other vocational training courses as recommended by the Union subject to the exigency of the Hotel business.

(2) The Hotel shall provide study leave of at least 1 day paid leave for employees who attended self-initiated training in courses listed under UTAP (Union Training Assistance Programme) or SkillsFuture directory which is related to the employee's job scope.

(3) The Company may grant paid examination leave to an employee if the Company considers such examination is of relevance to the Company.

(VI) MEDICAL AND DENTAL BENEFITS AND INSURANCE

36. *Sick Leave and Hospitalisation Leave*—(1) Every employee who has completed at least 3 months of service shall be eligible for paid sick leave. Such leave shall only be granted on the certification by the doctor appointed by the Hotel, by a Government medical officer or by any locally registered medical and dental practitioner, including medical practitioners from National Specialty Centres and ambulatory surgical centres.

(2) Every employee who has completed at least 3 months' of service shall be entitled to paid sick leave not exceeding in the aggregate

- (a) fourteen days in each year if no hospitalisation is necessary; or

-
-
- (b) sixty days in each year if hospitalisation is necessary or if quarantined under any law, as may be certified by the doctor appointed by the Hotel or a Government medical officer or any locally registered medical practitioner:

Provided that —

- (i) if the employee is hospitalised for less than 46 days in each year, his entitlement to paid sick leave for that year shall not exceed the aggregate of 14 days plus the number of days on which he is hospitalised;
- (ii) if the employee is certified by the doctor appointed by the Hotel or a Government medical officer or any locally registered medical practitioner to be ill enough to be hospitalised but is not hospitalised for any reason whatsoever, the employee shall be deemed to be hospitalised for the purpose of this clause;
- (iii) the Hotel at its discretion in deserving cases may grant extension of paid sick leave in excess of the limits prescribed in this sub-clause.

(3) The Hotel shall provide every employee with paid medical benefits at the hotel-appointed clinics, Government outpatient clinics and Government restructured hospitals subject to company limits and exclusions. The limits and exclusions of the Outpatient Clinical Policy shall be shared with the Union.

(4) In the event of any employee being hospitalised on certification by the doctor appointed by the Hotel or a Government medical officer, the Hotel shall bear the hospitalisation cost in accordance with the Schedule of Benefits under the Hotel's Group Hospital and Surgical Policy insurance coverage as set out in Appendix IV to this Agreement.

(5) In the event of an emergency, where the employee has consulted a registered medical practitioner other than a doctor appointed by the Hotel or a Government medical officer, the Hotel shall reimburse the employee against the receipted bills the expenses incurred in respect of such consultation provided that the employee concerned consult a doctor within forty-eight (48) hours of the emergency as far as possible. For this purpose, the interpretation and definition of the word "emergency" shall be made in accordance with the Ministry of Health guidelines.

(6) The Hotel shall not bear:

- (a) any expenses in respect of pregnancy, confinement or miscarriage;
- (b) the cost of medical or surgical or dental or other appliance not provided for under this Agreement;
- (c) any expenses arising out of self-inflicted injury or illness or disease caused by misconduct;
- (d) any expenses in respect of any illness or accident arising out of and in the course of employment which constitutes a valid claim under the terms of the Work Injury Compensation Act, other than in accordance with the Act; or

- (e) any expenses incurred in respect of illness or disablement arising from attempted suicide, the performance of any unlawful act, exposure to any unjustifiable hazards except when endeavouring to save human life, provoked assault, abortifacient measures, the misuse of drugs or any breach of the peace or disorderly conduct.

37. *Pro-Longed Illness Benefit*—(1) Any employee who is certified by the Hotel's appointed doctor, a registered medical practitioner or any Government medical officer to have contracted tuberculosis, poliomyelitis, cancer, stroke, cardiac ailments, leukaemia, leprosy, kidney or liver failure and who has exhausted his paid sick leave under clause 36 of this Agreement shall be entitled to pro-longed illness leave on the following bases:

- (a) First six (6) months — with full basic pay.
- (b) Next six (6) months — with half basic pay.
- (c) Further six (6) months — with no pay.

(2) For the purpose of this clause, an employee shall be eligible for the pro-longed illness benefit provided he has served the Hotel for a minimum period of one continuous year of service and he shall not be gainfully employed outside the Hotel's employment during the pro-longed sick leave.

38. *Dental and Optical Benefits*—The Hotel shall meet the cost of dental and optical care treatment for employees who have completed six months of service, up to a maximum of S\$300.00 per calendar year, provided by —

- (a) Any Singapore-registered dental clinic in respect of any dental treatment, procedure and surgery;
- (b) Any Singapore-registered optician in respect of routine eye check-up, corrective eyeglasses or lenses;
- (c) All visits to the registered dentist and/or optician shall be at the employee's own time; and/or
- (d) Any leave certified by the dental surgeon shall be treated as paid sick leave in accordance with clause 36 of this Agreement.

39. *Skills Training and Development*—(1) The Hotel believes in actively encouraging training and career development for all employees.

(2) The Hotel shall as far as possible arrange for employees to attend skills training courses relevant to the employees' current or potential appointments as scheduled by the Hotel.

(3) An employee who is interested in attending any course that is relevant to his substantive appointment may submit his request to the Hotel and the Hotel shall give due consideration on a case by case basis.

(4) The Hotel shall take into account the employee's training and courses completed as one of the criteria when considering his performance assessment as part of his career development.

(5) The Hotel and Union shall jointly establish a Company Training Committee to prepare employees for the changing jobs and, to upskill them to keep pace with the Hotel's business transformation. The Hotel shall innovate and introduce new ways of working to enable employees to achieve higher productivity, allowing them to enjoy better rewards through career development, progression and salary remuneration, which are sustainable to the Hotel.

40. *Birthday Voucher and Birthday Leave*—(1) The Hotel shall issue 1 Food & Beverage voucher worth S\$50.00 on the birthday month to confirmed employees.

(2) The utilization of the voucher is subject to the terms and conditions stated therein and shall be utilized on the employees' own time.

(3) With effect from 1st January 2024, one (1) day of birthday leave will be granted to employees in their birthday month.

41. *Union Welfare Fund*—The Hotel shall contribute S\$5.00 per union member per month to the Union Welfare Fund to be administered by the Union for the benefits of the union members with the Hotel.

42. *Flexible Work Arrangements*—(1) The Hotel will consider flexibility in working arrangements that allow its employees to harmonize the family and work commitments while maintaining operational efficiency and labour force productivity.

(2) The Hotel will consider requests for flexible work arrangements from employees; in particular employee with very young children; or have family members with special needs or eldercare responsibilities.

(3) Information on Flexible Work Arrangements offered to employees shall be provided and made accessible to employees.

(4) Employees may submit their requests for such arrangements to their supervisors who shall be trained in evaluating these applications with HR. Supervisors will work with employees on Flexible Work Arrangements to assess their work targets and performance based on work outcomes.

(5) All applications will be assessed on a case-by-case and need basis and have to be approved by the Head of Department and the Management of the Hotel. Should the Hotel be unable to accede to the employee's request, reasons for rejection shall be given.

43. *Progressive Wage Model*—It is the mutual and expressed desire of the Hotel and Union to work in collaboration to bring about a clearer skills ladder, career progression and productivity improvement and hence, enable employees to enjoy higher rewards.

44. *Workplace Safety and Health Committee*—(1) The Hotel shall form a Workplace Safety and Health (WSH) Committee, which consists of representatives from the Management, at least one Union's representative and nominated employees of the company.

(2) This Committee shall be responsible for the purpose of studying, improving and implementing health and safety measures and initiatives, including mental well-being at workplace.

(3) This aims to cultivate safety consciousness amongst the employees and promote co-operation between Management and employees in achieving and maintaining a safe and healthy working condition.

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

Signed for and on behalf of:

MILLENIUM & COPTHORNE
INTERNATIONAL LIMITED
(ORCHARD HOTEL SINGAPORE)
trading as the ORCHARD HOTEL
SINGAPORE

FOOD, DRINKS AND ALLIED
WORKERS UNION

JACQUELINE HO
General Manager

TAN HOCK SOON
General Secretary

MELISSA SEAH
Financial Controller

AFANDI ABDULLAH ANG
Branch Chairman

In the presence of:

LILY TAN
Director of Human Resource

SIMON VIJAYAKUMAR
Principal Industrial Relations Officer

*Appendix I (Clause 2)***MILLENNIUM & COPTHORNE INTERNATIONAL LIMITED
(ORCHARD HOTEL SINGAPORE) EMPLOYEES' AGREEMENT 2023****List of Managerial, Executive and Confidential Employees****GENERAL ADMINISTRATION**

- 1 General Manager*
- 2 Executive Assistant Manager*
- 3 Administrative Manager

SALES AND MARKETING

- 1 Director of Sales and Marketing*
- 2 Director of Business Development*
- 3 (ROOM) Director of Sales*
- 4 (ROOM) Assistant Director of Sales
- 5 (ROOM) Associate Director of Sales
- 6 (ROOM) Senior Sales Manager
- 7 (ROOM) Sales Manager
- 8 (ROOM) Assistant Sales Manager
- 9 (ROOM) Marketing & Sales Support Executive
- 10 (ROOM) Sales Support Executive
- 11 (EVENT) Director of Sales*
- 12 (EVENT) Director of MICE/Weddings
- 13 (EVENT) Assistant Director of Sales
- 14 (EVENT) Associate Director of Sales
- 15 (EVENT) Senior Sales Manager
- 16 (EVENT) Sales Manager
- 17 (EVENT) Assistant Sales Manager
- 18 (EVENT) Sales Support Executive

MARKETING COMMUNICATIONS

- 1 Director of Marketing Communications*
- 2 Assistant Marketing Communications Manager
- 3 Senior Marketing Communications Executive
- 4 Graphic Designer

*Appendix I — continued***FINANCE**

- 1 Financial Controller*
- 2 Assistant Financial Controller
- 3 Finance Manager
- 4 Assistant Finance Manager
- 5 Finance Operations Manager
- 6 Senior Accountant
- 7 Accountant
- 8 Senior Accounts Officer
- 9 Accounts Officer
- 10 Income Auditor/General Cashier

HUMAN RESOURCES

- 1 Director of Human Resources*
- 2 Human Resources Manager
- 3 Assistant Human Resources Manager
- 4 Senior Human Resources Executive
- 5 Human Resources Executive
- 6 Human Resources Coordinator

FRONT OFFICE

- 1 Room Division Manager*
- 2 Front Office Manager*
- 3 (FO) Assistant Front Office Manager
- 4 (FO) Senior Duty Manager
- 5 (FO) Duty Manager
- 6 (FO) Night Duty Manager
- 7 (FO) Assistant Manager – Front Office
- 8 (FO) Senior Front Office Executive
- 9 (FO) Front Office Executive
- 10 (FO) Guest Experience Manager
- 11 (FO) Guest Experience Executive
- 12 (EL) Club Manager
- 13 (EL) Assistant Club Manager
- 14 (EL) Club Executive
- 15 (LS) Chef Concierge
- 16 (LS) Assistant Chef Concierge

Appendix I — continued

- 17 (LS) Assistant Concierge
- 18 (RSVN) Reservation Manager
- 19 (RSVN) Assistant Reservation Manager
- 20 (RSVN) Senior Reservation Executive
- 21 (RSVN) Reservations Executive
- 22 (FO) Management Trainee

HOUSEKEEPING

- 1 Executive Housekeeper*
- 2 Assistant Executive Housekeeper
- 3 Housekeeping Coordinator
- 4 (ROOM) Assistant Housekeeper
- 5 (PA) Assistant Housekeeper
- 6 (PA) Senior Public Area Executive
- 7 (PA) Public Area Executive
- 8 (LAUNDRY) Housekeeping Executive
- 9 (LAUNDRY) Senior Laundry Executive

ENGINEERING

- 1 Chief Engineer*
- 2 Assistant Chief Engineer
- 3 Engineering Manager
- 4 Technician Engineer
- 5 Senior Assistant Engineer
- 6 Assistant Engineer
- 7 Shift Engineer
- 8 Engineering Administrator

FOOD AND BEVERAGE - SERVICE

- 1 Director of Food and Beverage*
- 2 Assistant Director of Food and Beverage
- 3 Food & Beverage Manager
- 4 Operations Manager
- 5 Assistant Food & Beverage Operations and Business Development Manager
- 6 Director of Banquet Operations
- 7 Senior Assistant Director of Banquet Operations
- 8 Assistant Director of Banquet Operations
- 9 Banquet Operations Manager

Appendix I — continued

- 10 Assistant Banquet Operations Manager
- 11 Events Operations Executive
- 12 Banquet AV Executive
- 13 Senior Restaurant Manager
- 14 Restaurant Manager
- 15 Assistant Restaurant Manager
- 16 Senior Restaurant Operations Executive
- 17 Restaurant Operations Executive
- 18 Floor Manager
- 19 Bar Manager
- 20 Assistant Bar Manager
- 21 Bar Operations Executive
- 22 Mixologist

FOOD AND BEVERAGE - KITCHEN

- 1 Executive Chef*
- 2 Executive Sous Chef
- 3 Chef De Cuisine
- 4 Kitchen Coordinator
- 5 Banquet Chef
- 6 Assistant Banquet Chef
- 7 Sous Chef
- 8 Muslim Chef
- 9 Junior Sous Chef
- 10 Master Chef
- 11 Assistant Master Chef
- 12 Pastry Chef
- 13 Kitchen Artist
- 14 1st and 2nd BBQ Chef
- 15 1st and 2nd Steamer Chef
- 16 Dim Sum Chef
- 17 Assistant Dim Sum Chef
- 18 1st and 2nd Dim Sum Chef
- 19 1st and 2nd Wok Chef
- 20 1st and 2nd Cutter Chef
- 21 Chief Steward
- 22 Assistant Chief Steward

Appendix I — continued

SECURITY

- 1 Security Manager*
- 2 Assistant Security Manager
- 3 Security Supervisor
- 4 Senior Security Officer
- 5 Security Officer

and any other position as the Hotel and Union may review from time to time to include for union representation.

*Positions that are not subject to union representation

Appendix II (Clause 19)

**MILLENNIUM & COPTHORNE INTERNATIONAL LIMITED
(ORCHARD HOTEL SINGAPORE) EMPLOYEES' AGREEMENT 2023**

**SALARY SCHEDULE
From 1st January 2023 To 31st December 2025**

Department/Position	Minimum Salary (S\$)	Maximum Salary (S\$)
Finance & Accounting		
Assistant Accounts Officer	1,700	2,550
Receiving Officer	1,800	2,700
Front Office		
Assistant Call Centre Manager	1,900	2,850
Front Office Senior Executive	1,900	2,850
Front Office Executive	1,750	2,620
Guest Experience Executive	1,750	2,620
Club Executive	1,750	2,620
Concierge	1,700	2,550
Call Centre Agent	1,600	2,400
Bell Captain	1,600	2,400
Bellman	1,500	2,250
Doorman	1,500	2,250
Driver	1,750	2,620
Housekeeping		
Senior Floor Housekeeper	1,850	2,770
Floor Housekeeper	1,700	2,550
Room Attendant	1,500	2,250
Public Area Supervisor	1,700	2,550
Public Area Attendant	1,500	2,250
Laundry Supervisor	1,700	2,550
Senior Laundry Attendant	1,600	2,400
Laundry Attendant	1,500	2,250
Senior Linen Attendant	1,600	2,400
Linen Attendant	1,500	2,250
Seamstress	1,500	2,250

Appendix II — continued

Department/Position	Minimum Salary (S\$)	Maximum Salary (S\$)
Engineering		
Technician I	1,950	2,920
Technician II	1,750	2,620
F & B Service		
Senior Captain	2,100	3,150
Captain	1,850	2,770
Bartender	1,850	2,770
F & B Kitchen		
3rd BBQ Chef	2,000	3,000
4th BBQ Chef	1,850	2,770
3rd Dim Sum Chef	2,000	3,000
4th Dim Sum Chef	1,850	2,770
3rd Wok Chef	2,000	3,000
4th Wok Chef	1,850	2,770
3rd Steamer Chef	2,000	3,000
4th Steamer Chef	1,850	2,770
3rd Cutter Chef	2,000	3,000
4th Cutter Chef	1,850	2,770
1st Caller	2,000	3,000
2nd Caller	1,850	2,770
Senior Chef De Partie	2,250	3,370
Chef De Partie	2,000	3,000
Baker	1,850	2,770
Cook	1,850	2,770
Kitchen Helper	1,500	2,250

Appendix III (Clause 19)

**MILLENNIUM & COPTHORNE INTERNATIONAL LIMITED
(ORCHARD HOTEL SINGAPORE) EMPLOYEES' AGREEMENT 2023**

**ILLUSTRATION OF COMPUTATION OF CUMULATIVE VARIABLE
PAYMENT (CVP) AND MONTHLY VARIABLE COMPONENT (MVC)
UNDER THE FLEXIBLE WAGE SYSTEM**

YEAR	BASIC SALARY (\$)	ANNUAL INCREMENT (%)			NEW BASIC SALARY (\$)	YEARLY CUMULATIVE VARIABLE PAYMENT (\$)	TOTAL CUMULATIVE VARIABLE PAYABLE (\$)	YEARLY MVC (%)	TOTAL MVC (%)
		SI	CVP	TOTAL					
2000	913.00	2.0 %	1.75%	3.75%	931.50	208.00	2,332.00	—	—
2001	931.50	2.0 %	1.75%	3.75%	950.50	212.00	2,544.00	—	—
2002	950.50	0.0 %	0.0 %	0.0 %	950.50	0.00	2,544.00	—	—
2003	950.50	0.0 %	0.0 %	0.0 %	950.50	0.00	2,544.00	—	—
2004	950.50	2% + \$10	—	2% + \$10	980.00	0.00	2,544.00	—	—
2005	980.50	3% + \$8	—	3% + \$8	1,017.50	0.00	2,544.00	2%	2%
2006	1,017.50	3% + \$6	—	3% + \$6	1,054.00	0.00	2,544.00	3%	5%
2007	1,054.00	5% + \$12	—	5% + \$12	1,119.00	0.00	2,544.00	5%	10%
2008	1,119.00	4% + \$10	—	4% + \$10	1,174.00	0.00	2,544.00	—	10%
2009	1,174.00	—	—	—	1,174.00	0.00	2,544.00	—	10%
2010	1,174.00	2.5% + \$10	—	2.5% + \$10	1,213.50	0.00	2,544.00	5%	10%
2011	1,213.50	3.5% + \$15	—	3.5% + \$15	1,271.00	0.00	2,544.00	—	10%
2012	1,271.00	3% + \$30	—	3% + \$30	1,339.50	0.00	2,544.00	—	10%
2013	1,339.50	3.5% + \$30	—	3.5% + \$35	1,416.50	0.00	2,544.00	—	10%
2014	1,416.50	3.5% + \$28	—	3.5% + \$28	1,494.00	0.00	2,544.00	—	10%
2015	1,494.00	3.5% + \$27	—	3.5% + \$27	1,573.50	0.00	2,544.00	—	10%
2016	1,573.50	3.5% + \$20	—	3.5% + \$20	1,649.00	0.00	2,544.00	—	10%
2017	1,649.00	3% + \$20	—	3% + \$20	1,718.50	0.00	2,544.00	—	10%
2018	1,718.50	3% + \$16	—	3% + \$16	1,786.50	0.00	2,544.00	—	10%
2019	1,786.50	3% + \$17	—	3% + \$17	1,857.00	0.00	2,544.00	—	10%
2020	1,857.00	—	—	—	1,857.00	0.00	2,544.00	—	10%
2021		—	—	—	1,857.00	0.00	2,544.00	—	10%
2022	1,857.00	3% + \$15	—	3% + \$15	1,928.00	0.00	2,544.00	—	10%
2023	1,928.00	6.5%	—	6.5%	2,053.00	0.00	2,544.00	—	10%

Key:

SI = Service Increment 20

CVP = Cumulative Variable Payment

MVC = Monthly Variable Component

Appendix IV (Clause 36)

**MILLENNIUM & COPTHORNE INTERNATIONAL LIMITED
(ORCHARD HOTEL SINGAPORE) EMPLOYEES' AGREEMENT 2023**

INSURANCE COVERAGE FOR BARGAINABLE STAFF

1. Group Term Life Assurance Policy & Group Personal Accident Insurance:	
Sum assured for Per Employee : \$20,000	
2. Group Hospital and Surgical Policy - Schedule of Benefits (Plan 3)	
Types of Benefit	Limit Per Any One Disability
3. Daily Room & Board - Per Day (Max 120 days for Private/Government Restructured Hospital including ICU)	\$220.00
4. Intensive Care Unit (Per disability)	\$10,000.00
5. Hospital Miscellaneous Services	\$3,000.00
6. Surgery (subject to Schedule of Surgical Benefits)	\$5,000.00
7. In-Hospital Attending Doctor's Visit Per Day – (Max 120 days for Private/Government Restructured Hospital)	\$60.00
8. 90-Day Pre-Hospitalization Specialist Consultation 90-Day Pre-Hospitalization Diagnostic X-Ray & Lab Test 90-Day Post-Hospitalization / Surgery Treatment	\$1,100.00
9. Emergency Outpatient Treatment (For Accidents Only – Expenses incurred within 31 days from date of accident provided treatment is sought within 24 hours from time of accident)	\$1,000.00
10. Miscarriage Benefit – Accidental & Non-Accidental (including ectopic pregnancy)	\$1,000.00
11. Funeral Expense Benefit	\$3,000.00
12. Outpatient Kidney Dialysis / Cancer Treatment (Per Policy Year)	\$12,000.00
13. Overall Limit per Disability for Items 3 to 8 for Admission to Singapore Government / Restructured Hospital (excluding Daily Room & Board & ICU)	\$15,000.00

WONG CIXIAN

Registrar

*Industrial Arbitration Court
Singapore*