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IR No. 150 — 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 19th day of September 2023 between 8 ON CLAYMORE, a company incorporated in Singapore and trading as the NOVOTEL LIVING SINGAPORE ORCHARD of 8 Claymore Hill, Singapore 229572, (hereinafter referred to as the “Company”) of the one part and the FOOD, DRINKS AND ALLIED WORKERS UNION, a trade union registered under the Trade Unions Act, and having its registered office at 279 River Valley Road, Singapore 238320 (hereinafter referred to as the “Union”) of the other part.

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

I. GENERAL PROVISIONS

1. *Title*—This Agreement shall be known as the “NOVOTEL LIVING SINGAPORE ORCHARD EMPLOYEES’ AGREEMENT OF 2023”.

2. *Recognition*—(1) The Company 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 under clause 3 of this Agreement.

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

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

3. *Scope of Agreement*—This Agreement shall cover all employees of the Company with the exception of —

- (a) employees holding positions listed in Appendix I of this agreement;
- (b) employees on probation;
- (c) employees on temporary appointment not exceeding three months in a calendar year;
- (d) non-salaried trainees and apprentices from recognized hotel/tourism training institutions; and
- (e) employees on relief or project basis not exceeding three months.

4. *Duration*—(1) This Agreement shall take effect on 1st July 2023 and shall remain in force for a period of two years until 30th June 2025, both dates inclusive.

(2) During the currency of this Agreement, neither the Company nor the Union or any of its members 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 may commence not earlier than six months before the expiry of this Agreement.

5. *Grievance Procedures*—(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 Company and the Union to address any grievance or complaint from employees at the lowest possible level.

(2) The Company 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 trained to appropriately handle employee feedback and grievances.

(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 such 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 General Manager 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 Company 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.

6. *Referee*—Any dispute or disputes between the parties to this Agreement whilst this Agreement 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 or disputes.

7. *Notice of Vacancy*—The Company shall as far as circumstances permit, put up for the information of its employees suitable and reasonably advance notice of any vacancy it intends to fill.

8. *Non-Union Members*—The Company shall not give non-union members belonging to categories within the scope of this Agreement more or better terms than those provided in this Agreement.

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

II. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

10. *Probation*—(1) Every employee on first appointment shall be placed on probation for a period not exceeding three months. Any extension of probation shall be done so in writing and communicated to the employee.

(2) At any time during the probationary period, the employee's service may be terminated in writing either by the Company or by the employee himself giving to the other party two week's notice or gross salary in-lieu thereof, without any reason being assigned by either party for such termination.

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

(4) On expiry of the probationary period, unless the Company has terminated his probationary appointment in writing, the employee shall be deemed to have been confirmed.

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

11. *Promotion*—(1) An employee selected for promotion shall normally be required to serve a trial period in the higher category or grade not exceeding 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 be reverted 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 basic salary prior to promotion is less than the minimum of the basic salary for the higher category or grade, he shall enter at the minimum of such basic salary, provided that when the resultant increase in basic salary is less than 10% of his last drawn basic salary, he shall receive an increase in basic salary of not less than 10% of his last drawn basic salary.

(b) If his basic salary prior to promotion is equal to or above the minimum of the basic salary for the higher category or grade, he shall receive a basic salary increase of not less than 10% of his last drawn basic salary.

(3) Promotion is defined as a movement from a lower grade to a higher grade.

(4) Movement from within a grade shall not be considered a promotion but a transfer.

12. *Terms and Conditions of Employment*—The terms and conditions of employment for every employee 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 Central Provident Fund Act;
- (e) the Enlistment Act;
- (f) the Retirement and Re-employment Act;
- (g) the Child Development Co-Savings Act; and
- (h) such other legislation as may be enacted in the Republic of Singapore during the term of this Agreement affecting the provisions herein.

13. *Normal Working Hours*—Working hours shall be regulated in accordance with section 38 of the Employment Act.

14. *Overtime*—(1) The rate of overtime shall be calculated at one and a half times the hourly basic rate of pay for work on a normal workday.

(2) For work undertaken at the request of the Company on a rest day, the employee shall receive one day's salary at basic rate of pay when the employee works up to half the normal daily working hours. The employee shall receive two days' salary at basic rate of pay when the employee works more than half the normal daily working hours but does not exceed his normal hours of work.

(3) For work required by the Company on a paid gazetted public holiday, in accordance with section 88(4) of the Employment Act for which no substitution is given, the rate of pay for that day shall be an extra day's pay at the basic rate of pay, in addition to the gross rate of pay for that day. The hourly rate of pay for work in excess of the normal hours of work shall be double the hourly basic rate of pay.

(4) Overtime performed after midnight shall be double the hourly basic rate of pay.

(5) A transport allowance of \$6.00 shall be paid to the employees who work on a gazetted public holiday where no substitution is given.

15. *Rest Day*—(1) Every employee on a 5-day work schedule shall be entitled to one off-day and one rest-day.

(2) The weekly rest day for each employee who is engaged in shift work shall be determined in accordance with a duty roster which shall be drawn up by the Company in accordance with the provisions of section 36 of the Employment Act.

(3) Employees shall be notified of any change to such drawn up roster as far in advance as possible.

16. *Public Holidays*—(1) Every employee shall be entitled to gazetted public holidays with pay in accordance with the provisions of the Employment Act.

(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 in substitution thereof.

III. TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

17. *Retirement Age*—(1) Every employee shall retire on the 31st day of December of the year in which he reaches his retirement age which is sixty-six (66) years or such older age.

(2) An employee shall be allowed to continue in the service of the Company beyond the age of sixty-six (66) years in accordance with the Retirement and Re-employment Act and the Tripartite Guidelines on Re-employment of Older Employees, subject to clause 18 of this agreement.

(3) The Company shall discuss the re-employment terms and conditions as well as of its intention to retire the employee six (6) months before the employee retires on 31st December on reaching his retirement age or pay six (6) months' gross salary in-lieu of such notice.

18. *Pre-Retirement Planning and Re-Employment*—(1) With reference to clause 17, the Company shall provide pre-retirement planning for retiring employees at least one year in advance.

(2) The Company shall provide re-employment to retiring employees subject to the following:

- (a) Employee must be medically fit to continue working; and
- (b) Employee must have satisfactory work performance.

(3) The Company shall provide the employee the employment contract of mutually agreed terms and conditions at least four (4) months before retirement.

(4) Eligible employees 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 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 so long as the employee continues to meet eligibility criteria:

- (a) Term contract of three (3) years, followed by year-on-year renewal to age 71;
- (b) Five (5) years re-employment contract, up to the age of 71; or
- (c) Yearly renewal contract, up to the age of 71.

(6) The Company shall endeavor 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.

(7) The General Manager shall guide the operationalisation of sub-clause (7). The Company and the Union shall work closely towards the provision of an age-friendly workplace.

(8) The Company shall continue to recognize the contributions of re-employed employees through the provision of Annual Wage Supplement, Annual Increment, Variable Bonus and medical benefits that non re-employed employees are entitled to. Re-employed employees shall be entitled to the same amount of annual leave that they were entitled to at the point of re-employment.

(9) In the event that the Company is not able to offer re-employment to eligible employee, the Company shall provide employment assistance and give the employee a one-off Employment Assistance Payment of minimum \$6,500 or three and a half months of employee's last drawn gross salary, whichever is higher, cap at a maximum of \$14,750 or in accordance with the Tripartite Guidelines on Re-employment of Older Employees, whichever is higher.

19. *Retrenchment and Ex-Gratia Benefit*—(1) The Company shall pay retrenchment benefit according to the provisions of section 45 of the Employment Act on the termination of the employee's service on the grounds of bona fide redundancy or because the Company ceases business or the Company is placed under receivership, judicial management or by reason of re-organisation, liquidation or on grounds of winding up, whether voluntarily or involuntarily, at the rate of one month's last drawn basic salary prior to any wage cut for each year of continuous service and a proportionate part thereof for any incomplete year of service

(2) Employees with less than two years of service and terminated on grounds outlined in the preceding paragraph shall be granted a goodwill benefit 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.

(3) 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.

(4) In the event of retrenchment, the Company shall give the employee two months' notice of termination of service or two months' gross pay in-lieu thereof. The Company shall give the Union at least one month notice in writing before its notice to employees.

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

20. *Bereavement and Incapacitation Assistance*—(1) In the event that an employee is required to leave the Company's service on incapacitation due to medical grounds duly certified by a Company doctor or by a Government medical officer or dies whilst in the service of the Company, the Company shall pay bereavement/incapacitation assistance as follows:

- (a) Three years but less than six years' continuous service
— 5 months' basic salary.
- (b) Six years but less than ten years' continuous service
— 6 months' basic salary.
- (c) Ten years' continuous service or more
— 7 months' basic salary.

(2) Bereavement benefit shall be paid to his nominees or in the absence of any nominations to his next of kin or legal representative in accordance with the law of the Republic of Singapore.

IV. SALARY AND OTHER MONETARY ITEMS

21. *Employment and Salary*—(1) The minimum and maximum salary for each category or grade of employees shall be as set out in Appendix II to this Agreement.

(2) Any employee whose salary at the effective date of this Agreement, namely, 1st July 2023 was less than the minimum starting salary appropriate to his category, shall with effect from 1st July 2023 have his salary adjusted to the said minimum starting salary.

(3) The effective date for annual increment shall be 1st January of each year.

(4) The Total Annual Increment for the duration of this Agreement shall be negotiated annually. Negotiations shall commence not earlier than three months before the incremental date which is 1st January.

(5) The Annual Wage Increment shall be in accordance with the Flexible Wage System. It shall comprise three components, namely a Service Increment (SI), a Monthly Variable Component (MVC) and a Cumulative Variable Component (CVP) only to employees who joined before 1998 on a personal-to-holder basis. With effect from 1998, the Annual Wage Increment would comprise of only the Service Increment (SI) and a monthly Variable Component (MVC).

(6) The SI shall be computed based on the last drawn basic salary as at end December. The SI is to be built into the basic salary.

(7) The CVP shall be allowed to accumulate up to a maximum of three months' salary. If the accumulation in the CVP is more than three months, the formula to pay out the excess shall be negotiated between the Company and the Union.

(8) Payment of the CVP is cumulative in the incremental sense i.e. each year the CVP would be higher as the T is based on a higher resultant annual wage bill. It is not cumulative in the payment sense i.e. to pay the current year's CVP plus the preceding year's CVP.

(9) The CVP shall be paid out in two equal lump sums not later than 30th June and 31st December in each year.

(10) The accumulated CVP is to be adjusted downwards in the event the Company is experiencing a negative Income Before Fixed Charges.

(11) Proportionate Cumulative Variable Payment shall be paid to an employee whose service is terminated on:

- (a) retirement on reaching retirement age;
- (b) retrenchment;
- (c) medical grounds;
- (d) death; or
- (e) enlistment for National Service.
- (f) Resignation, provided that the resignation has not been to avoid dismissal.

(12) A confirmed employee who has not completed one year's service shall, on the 1st January immediately following the date of his appointment, receive a pro-rated annual increment calculated on the basis of completed months served since the date of his appointment up to 1st January and for the purpose of this sub-clause, an employee appointed before the 16th day of the month shall be deemed to have served a completed month.

(13) Any SI resulting in odd cents shall be rounded up as follows:

- (a) 1 cent to 49 cents — \$0.50
- (b) 51 cents to 99 cents — \$1.00.

(14) For an employee whose salary is less than one increment away from the maximum salary applicable to his post, his last increment shall be such an amount as may be necessary to bring his salary up to but not exceeding the maximum.

(15) 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 basic monthly salary.

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

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

22. *Annual Wage Supplement*—(1) An annual wage supplement equivalent to one month's basic salary shall be paid to each employee who has completed one year's service as at 31st December, at least one week before Christmas each year.

(2) The quantum of each annual wage supplement shall be based on the last drawn basic salary as at 31st December in that year and prior to any reduction of basic salary arising from wage cut or no pay leave taken due to cost cutting measures..

(3) Payment of annual wage supplement to an employee who has completed less than one year's service but who has completed not less than six months' service as at 31st December shall be on a proportionate basis. For this purpose, an incomplete month shall be regarded as a completed month if the employee has served for more than half of the month.

(4) Proportionate annual wage supplement shall be paid to an employee whose service is terminated on —

- (a) retirement on reaching the retirement age;
- (b) medical grounds;
- (c) death;
- (d) retrenchment;
- (e) enlistment for National Service; or
- (f) voluntary resignation provided that the employee has not resigned to avoid dismissal for misconduct and has served the required notice period on resignation.

23. *Variable Bonus*—Variable Bonus shall be paid out to employees, subject to the financial performance of the Company and the Union shall be notified of the quantum in advance before communication to the employees.

24. *Shift Allowances*—An employee who is required to perform a night shift duty i.e. 7.00pm to 7.00am shall be paid an allowance of \$13.00 per night.

25. *Meal Allowance*—Each employee is entitled to a meal allowance of \$205.00 per month. The quantum shall be reviewed in 2024 after consultation with the Union.

26. *Shoe Allowance*—Eligible employees shall receive a shoe allowance of \$80 per calendar year.

27. *Festival Cash Advance*—(1) Every confirmed employee shall be granted on written application, a cash advance of half month's basic salary once in a calendar year on any of the following festivals:

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

(2) Such cash advance shall be made two weeks before the festival and shall be recovered from the employee's salary in three monthly instalments, effective from the following month.

28. *Transportation*—Employees who finish work between the hours of 12.00 midnight and 6.00am shall be entitled to free transportation by the Company.

29. *Child Education Subsidy*—To support expenses for the education of their children, all full-time employees shall be granted a fund support illustrated in the table below. The applicant must be a confirmed employee at the point of application.

Age Group	Allowance per year
Up to 6 years old (Preschool)	\$200 per child
7-12 years old (Primary 1-5)	\$200 per child
13-17 years old (Secondary 1-5)	\$200 per child

30. *Long Service Award*—The long service award entitlement shall be as follows:

Length of Service	Cash/Item Reward	Off Days
5 years	\$300	2
10 years	\$700	2
15 years	\$1,000	3
20 years	\$1,300	3
25 years	\$1,688	4
30 years	\$1,788	4
35 years	\$1,888	5
40 years	\$1,988 + an automatic watch with name engraving	5
45 years	\$2,288 + a one night suite stay with breakfast for 4 pax and dinner for 8 pax	5

31. *Acting Allowance*—(1) The Company may require any employee to act for the purposes of carrying out all the normal duties, functions and responsibilities of a post higher than the grade of the employee's substantive appointment.

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

V. LEAVE ITEMS

32. *Annual Leave*—(1) Every employee shall be entitled to paid annual leave for every twelve (12) months' continuous service as follows:

Years of Continuous Service	Leave Entitlement
Year 1	10
Year 2	11
Year 3-4	12
Year 5-6	14
Year 7-8	16
Year 9	18
Year 10-19	21
Year 20 and above	22

(2) Application for annual leave shall be made in writing and forwarded to the Head of Department not less than two weeks prior to the commencement of the leave.

(3) The approval of annual leave shall be subjected to the exigencies of the Company's business but wherever possible, consideration may be given to the expressed preference of leave dates applied for.

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

- (a) Retirement
- (b) Retrenchment
- (c) Medically boarded out
- (d) Death
- (e) Resignation
- (f) Enlisted for National Service.
- (g) Contractual termination of employment

33. *Sick Leave*—(1) Paid sick leave shall be granted on receipt of a medical certificate from the Company doctor, Government medical officer, or any registered medical or dental practitioner.

(2) An employee with at least three (3) months 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 as may be certified by the registered medical practitioner who can admit patients into an approved hospital, including medical practitioners from national specialty centres and ambulatory surgical centres:

Provided that if an employee is hospitalised for less than forty-six days in any one year, his entitlement to paid sick leave for that year shall not exceed the aggregate of fourteen days plus the number of days on which he is hospitalised:

And provided further that if an employee is certified by a registered medical or dental practitioner to be ill enough to be hospitalised, but is not hospitalised for any reason whatsoever, the employee shall be deemed to be hospitalised.

(3) The Company may, at its discretion, grant an extension beyond this period to an individual case having given regard to all circumstances of the said case.

(4) Employees who are quarantined under any written law shall be entitled to hospitalisation leave for the period of their quarantine as per the Employment Act.

34. *Maternity Leave*—(1) A female employee who has served the Company for at least ninety (90) days shall be entitled to paid maternity leave in accordance with 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) Leave on account of miscarriage or abortifacient measures occurring during the first seven months of pregnancy shall not be considered as maternity leave but as paid sick leave in accordance with clause 30 of this Agreement.

(3) No pregnant female employee shall be employed to work between 2300hrs and 0600hrs or any part thereof unless she has for this purpose consented in writing and is not certified unfit by a medical officer or any registered medical practitioner.

(4) If at the expiry of the maternity leave, the employee is medically certified as unfit for duty by the Company doctor or a Government maternity hospital or any registered medical practitioner, her absence shall be treated as normal sick leave.

(5) A female employee applying for maternity leave shall submit her application for such leave not later than one week before the date on which it is desired that maternity leave shall commence, in order to facilitate the arrangement of the work programme of the Company. Such application shall be supported by a certificate from a registered medical practitioner.

(6) To best support the employee in her transition back to work after her maternity leave, the Company shall make available the following options to an eligible employee who has utilized all her maternity leave, subject to mutual agreement between the Company and the employee:

- (a) An additional extension of up to two (2) months of unpaid leave; or
- (b) Eight (8) weeks of flexible work arrangement.

(7) All applications shall be assessed on a case-by-case and needs basis and have to be endorsed by the Head of Department and approved by the General Manager.

35. *Compassionate Leave*—(1) The Company shall grant paid compassionate leave as follows:

- (a) Death of the employee's spouse, child, parent, — 5 working days.
- (b) Death of the employee's brother or sister — 4 working days
- (c) Death of the employee's grandparent, grandparent-in-law, parent-in-law, niece, or nephew — 3 working days.
- (d) Critical illness which warrants immediate medical attention where medical treatment need to be given by the Emergency Unit of the Government hospital or the Government outpatient clinic or hospitalisation of the employee's immediate family, namely, the spouse, child, parent, brother, sister, grandparent, grandparent-in-law and parent-in-law — 1 working day (maximum 5 working days a year).

(2) When compassionate leave is necessary, an employee is obliged to quickly notify his superior and forward a written application for compassionate leave as soon as possible. When compassionate leave is granted to an employee, the onus shall be on the employee to produce evidence to the satisfaction of the Company to qualify for such leave. In the event that it is subsequently found that any such leave has been obtained by a misrepresentation of the facts in any way whatsoever, then, any compassionate leave which may have been granted shall be unpaid and the employee shall be subjected to disciplinary action.

36. *Matrimonial Leave*—Every employee shall after six months' continuous service with the Company, be eligible for paid matrimonial leave of six working days on the occasion of his first marriage. The paid matrimonial leave shall be taken within 12 months from the date of marriage.

37. *Paternity Leave*—(1) A male employee who satisfies the conditions in the Child Development Co-Savings Act, shall be entitled to two weeks of Government-paid paternity leave and an additional two weeks of Company paid leave.

(2) With effect from 1st January 2024, a male employee who satisfies the conditions in the Child Development Co-savings Act, shall be entitled to four weeks of Government-paid paternity leave.

(3) The paternity leave under sub-clause (1) of this clause may be taken as a 2-week block within 16 weeks after the birth of the child by default, or flexibly within 12 months after the birth of the child subject to mutual agreement.

(4) With effect from 1st January 2024, the paternity leave under sub-clause (2) of this clause may be taken as a 4-week block within 16 weeks after the birth of the child by default, or flexibly within 12 months after the birth of the child subject to mutual agreement.

(5) In the event the male employee is not eligible for the Government-paid paternity leave under Child Development Co-Savings Act and has served the Company for a continuous period of at least 3 months, he shall be granted three working days' Company-paid paternity leave on the occasion of the birth of each child.

(6) Where Company-paid paternity leave is necessary, an employee is obliged to quickly notify his supervisor and forward a written application for paternity leave as soon as possible. When such leave is granted to an employee, the onus shall be on the employee to produce evidence to the satisfaction of the Company to qualify for such leave.

38. *Sabbatical Leave*—Every employee, with more than 10 years of continuous service, shall be entitled to 3 months' unpaid sabbatical leave for the purpose of travelling overseas or for other personal pursuits.

39. *Study Leave*—The Company shall grant special leave with pay to Branch Officials who are selected to attend trade union education and safety courses sponsored by the Union and NTUC, subject to the work schedule and workload.

40. *Childcare Leave*—(1) Every employee with at least three (3) months' service and has any child (including adopted children and step children) below thirteen (13) years old, regardless of the number of children, shall be eligible for paid Childcare Leave in accordance with the Employment Act and the Child Development Co-Savings Act, where applicable.

(2) Single, divorced or widowed parents shall be entitled to childcare leave.

(3) Unused childcare leave at the end of 31st December each year will lapse and will not be encashed.

41. *Birthday Leave*—(1) Every confirmed employee shall be entitled to one (1) day birthday leave per calendar year.

(2) Such leave shall be taken on the birthday month of the employee's birthday.

(3) Such leave that is not consumed within the stipulated period in sub-clause (2) of this clause shall be forfeited. Encashment of such leave is not allowed.

42. *Unpaid Leave for Unexpected Care Needs*—(1) Employees may submit their request to the Company for —

(a) Up to four (4) weeks of unpaid leave per year, subject to mutual agreement, if their child is below the age of 2 and —

(i) is born preterm;

(ii) is born with congenital conditions;

(iii) is born as part of multiple births; or

(iv) has any medical conditions.

(b) Up to two (2) weeks of unpaid leave per year for the caring of immediate family members who are hospitalized, during or after hospitalization.

(2) Information on unpaid leave for unexpected care needs offered to employees shall be provided and made accessible to employees.

(3) All applications shall be assessed on a case to case basis, subject to approval by the Company's management. Employees shall be notified on the outcome of leave requests in a timely manner. Should the Company be unable to accede to the employee's request, reasons for rejection shall be given. Where possible, the Company and employee shall discuss suitable alternatives that meet the needs of both parties.

VI. MEDICAL AND DENTAL BENEFITS

43. *Outpatient Treatment and Hospitalisation*—(1) The Company shall bear the cost of consultation, medical treatment and medicines prescribed by the Company doctor, Government medical officer or any locally registered medical practitioner for all confirmed employees.

(2) (a) Every confirmed employee shall be entitled to class "B1" or "B2" ward accommodation in a Government hospital, restructured Government hospital, or if accommodation in a Government hospital or restructured Government hospital is not available, in any private hospital or such other comparable hospital as may be decided by the Company up to sixty days in the aggregate in any one year. In the event that class "B1" or "B2" ward accommodation is not available in a Government hospital or restructured Government hospital, the employee may be admitted to class "C" ward in a Government hospital or restructured Government hospital and the Company shall bear the cost of such accommodation up to a maximum of thirty days in a year and in addition shall pay the employee a diet allowance of \$30.00 a day for each day the employee is hospitalised up to a maximum of thirty days in a year. If during this period, class "B1" or "B2" ward accommodation becomes available the employee shall be entitled to a transfer to a class "B1" or "B2" ward.

(b) Hospital expenses such as operation fees, x-rays, prescription, daily treatment and professional fees shall be borne by the Company up to a maximum cost of \$15,000 per disability.

(3) In the event where the employee makes a written application to the Company to be hospitalised in a private hospital, the Company shall reimburse the employee the equivalent in the same manner and to the same extent it would have met such costs had the employee been admitted to the Government hospital or Government restructured hospital.

(4) The Company shall not bear:

- (a) the cost of medical, surgical, dental or other appliances including dentures, spectacles or glasses;
- (b) optical charges;
- (c) any expenses arising out of self-inflicted injury or illness or disease caused by misconduct;
- (d) any expenses in respect of pregnancy, confinement, abortion or miscarriage;

- (e) any expenses in respect of 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;
- (f) any expenses incurred in respect of illness or disablement arising from attempted suicide, the performance of any unlawful act, exposure to any unjustified hazards except when endeavoring to save human life, provoked assault, the misuse of drugs, excessive consumption of alcohol, abortifacient measures or any breach of the peace or disorderly conduct; or
- (g) any expenses incurred in respect of injuries arising from participation in or attending hazardous sports, or pursuits or pastimes.

(5) In the event the Government introduces a national health scheme or other types of medical benefits scheme which affects the benefits granted under this clause, the provisions of this clause shall be opened to re-examination by both parties.

(6) Medical coverage for foreign workers shall be subjected to the Hotel's obligations under the Employment of Foreign Workers Act.

44. *Pro-Longed Illness*—(1) Any confirmed employee who is certified by the Company doctor, Government medical officer, or a registered medical practitioner to have contracted tuberculosis, poliomyelitis, cancer, leukemia, leprosy, kidney failure, liver failure, cardiac ailment, stroke or any illness which requires pro-longed medical attention shall be entitled to pro-longed leave at the basic rate of pay as follows —

- (a) first six months on full basic pay;
- (b) next six months on half basic pay; and
- (c) a further six months on no pay:

Provided that the illness does not arise from or relates to —

- (i) self-inflicted injury or illness or disease caused by misconduct;
- (ii) cosmetic surgery;
- (iii) mental cases;
- (iv) pregnancy, abortion or miscarriage;
- (v) 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;
- (vi) illness or disablement arising from attempted suicide, the performance of any unlawful act, exposure to any unjustified hazards except when endeavouring to save human life, provoked assault, the misuse of drugs, excessive consumption of alcohol, abortifacient measures, or any breach of the peace or disorderly conduct; or
- (vii) injury arising from participation in or attending hazardous sports, or pursuits or pastimes.

(2) After the third six months period, the employment of the employee shall be subjected to discussion between the Company and the Union.

(3) An employee may forfeit the above benefit if he misconducts himself by —

- (a) not following the prescribed treatment and/or the medical advice of the relevant medical authority;
- (b) persistently refusing to be x-rayed or re-x-rayed when required to do so; or
- (c) being employed in any other organization or business.

45. *Flexible Benefits*—Every employee shall be eligible for flexible benefits of \$300 per calendar year. All visits to any clinic shall be at the employee's own time unless if it is an emergency which requires immediate treatment.

VII. MISCELLANEOUS ITEMS

46. *Uniforms and Laundry*—(1) Where an employee is required to wear uniforms, such uniform shall be provided and laundered by the Company without cost to the employee as per Appendix III to this Agreement.

(2) Subject to genuine wear and tear, replacement may be made.

(3) Uniforms cannot be taken out of the Company and shall be worn only on duty.

(4) Every employee who is required to wear uniform must present himself in such uniform in a neat and tidy manner, and shall be fully responsible for the cost of any deliberate attempt of negligence or malicious damage done to the uniform.

47. *Skills Training*—(1) The Company is committed to training and developing employees in order to upgrade the skills of the workforce and to raise their level of productivity.

(2) The Union shall, in co-operation with the Company, assist to identify and promote skills training for the employees.

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

(4) The Company and the Union shall jointly establish a Company Training Committee to prepare employees for the changing nature of work and future jobs, as well as to upskill them to keep pace with the Company's business transformation. The Company 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 renumeration, which are sustainable to the Company.

48. *Union Welfare Fund*—The Company shall continue to contribute \$5.00 per union member per month to the Union Welfare Fund to be administered by the Union for the welfare benefits of union members in the Company.

49. *Equal Remuneration*—Both the Union and the Company accept that 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 kind, which an employee receives directly or indirectly, in respect of employment.

50. *Flexible Work Arrangements*—(1) The Company is committed to provide flexibility in working arrangements that allow its employees to harmonise their family and work commitments, while maintaining operational efficiency and labour force productivity

(2) The General Manager shall guide the operationalisation of sub-clause (1) of this clause. The Company and the Union shall work closely towards the provision of flexible work arrangements in the Hotel.

(3) The Company will consider requests for flexible work arrangements from all employees; in particular employees with very young children, employees that have family members with special needs and employees with eldercare responsibilities.

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

(5) Employees may submit their requests for such arrangements to their supervisors. Supervisors will work with employees on Flexible Work Arrangements to assess their work targets and performance based on work outcomes. The Union and Tripartite partners shall provide the support to train supervisors in evaluating applications based on reasonable considerations.

(6) All applications will be assessed on a case to case and needs basis, subject to approval by the Company’s Management. Should the Company be unable to accede to the employee’s request, reasons for rejection shall be given.

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

52. *Health and Safety*—The Company 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. 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. 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.

53. *Workplace Harassment*—(1) The Company aims to provide a work environment that is free from all forms of harassment and prohibits any behaviour that causes or is likely to cause harassment, alarm or distress to another person through the use of threatening, abusive or insulting language or other non-verbal gestures or communication. Examples of harassment include but are not limited to unwanted sexual advances, physical violence, bullying and stalking.

(2) Employees who are subjected to or witness harassment at the workplace may report the incident to the management in accordance with the grievance procedure. The Company will conduct prompt investigations and take appropriate actions to provide remedies and prevent recurrence.

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

Signed for and on behalf of:

8 ON CLAYMORE trading as
NOVOTEL LIVING SINGAPORE
ORCHARD

FOOD, DRINKS AND ALLIED
WORKERS UNION

ZAINI YAKOB
General Manager

TAN HOCK SOON
General Secretary

ZAINAL BIN ABDUL RAHIM
Branch Chairman

In the presence of:

RACHEL
Talent & Culture Business Partner

HEERAN KUMARESAN
Senior Industrial Relations Officer

Appendix I (Clause 3)

**NOVOTEL LIVING SINGAPORE ORCHARD EMPLOYEES'
AGREEMENT OF 2023**

NON BARGAINABLE POSITIONS

General Manager

Assistant Director of Sales

Front Office Manager

Guest Services Manager

Accountant

Assistant Executive Housekeeper

Assistant Manager, Talent & Culture

Appendix II (Clause 21)

**NOVOTEL LIVING SINGAPORE ORCHARD EMPLOYEES'
AGREEMENT OF 2023**

BASIC SALARY SCHEDULE

Positions	Minimum (\$)	Maximum (\$)
Front Office		
Bellman	1,800	2,700
Baggage Master	2,000	3,000
Guest Services Officer	1,900	2,850
Guest Services Executive	2,200	3,300
Housekeeping		
Room Attendant	1,700	2,550
Senior Room Attendant	1,900	2,850
Operations Executive	2,600	3,900
Safety & Security		
Security Officer	2,000	3,000
Senior Security Officer	2,400	3,600
Finance		
IT Executive	2,500	3,750
Engineering		
Senior Duty Technician	2,500	3,750
Duty Technician	1,900	2,850
Administrator	2,000	3,000

*Appendix III (Clause 46)***NOVOTEL LIVING SINGAPORE ORCHARD EMPLOYEES'
AGREEMENT OF 2023****UNIFORMS AND LAUNDRY**Front Office

Guest Services Officer	— 3 sets
Bellman	— 3 sets
Security Officer	— 3 sets

Engineering

All Engineering Staff	— 3 sets
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Housekeeping

Room Attendant	— 3 sets
Senior Room Attendant	— 3 sets

WONG CIXIAN
Registrar
Industrial Arbitration Court
Singapore

(CA. 309 of 2023)