

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act this 6th Day of March 2012 between the **RCMS PROPERTIES PTE LTD**, a subsidiary of **PONTIAC MARINA PRIVATE LIMITED** and trading as **THE RITZ-CARLTON, MILLENIA SINGAPORE** of 7 Raffles Avenue, Singapore 039799 (hereinafter called the "Hotel") 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 called the "Union") of the other part.

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

1 TITLE

This Agreement shall be known as "**THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012**".

2 SCOPE OF AGREEMENT

This Agreement shall cover all the employees in the service of the Hotel with the exception of -

- (a) Employees holding managerial, executive or confidential positions as listed in Appendix I to this Agreement or newly created managerial, executive or confidential positions, subject to their eligibility and negotiation with the Union 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 who are on probation;

- (c) employees on temporary employment not exceeding an aggregate of six (6) months in a calendar year; and
- (d) apprentices and trainees on training attachment.

3 DURATION

- (1) This Agreement shall be in force and shall be binding on both parties for a period of three (3) years with effect from 1st January 2011 to 31st December 2013, both dates inclusive.
- (2) During the currency of this Agreement, neither the Hotel nor the Union or any of its members shall seek to vary, annul or modify 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 three (3) months before the expiry of this Agreement.

4 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.

5 RECOGNITION

- (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 as it sees fit.
- (3) The Union and the Hotel agree to use their best endeavours to ensure that all employees cooperate in working for the advancement of the Hotel's interests and business in all respects.

- (4) All relevant correspondences from the Hotel to union members covered by this Agreement and relating to matters within the scope of this Agreement shall be copied to the Union and its Branch.

6 NON-UNION MEMBERS

The Hotel shall not grant more favourable terms than those provided for by this Agreement to non-union members within the scope of this Agreement.

7 GRIEVANCE PROCEDURE

- (1) Recognising the value and importance of full discussions in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made both by the Hotel and the Union to dispose of any grievances or complaints from employees at the lowest possible level.
- (2) An employee having a grievance may within three (3) working days of its arising bring the matter to the attention of his immediate supervisor, or the Head of Department or Division concerned, who shall give his decision within three (3) working days from the date of reference to him.
- (3) If the employee concerned is dissatisfied with the decision given under sub-clause (2) above, he may within three (3) working days thereof, refer the matter through the Branch committee to the Director of Human Resources or his delegated representative of the Hotel who shall give his decision within three (3) working days from the date of reference to him.
- (4) If the employee is still dissatisfied with the decision given under sub-clause (3) 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.

(5) In the event of the Union having a complaint against the Hotel or vice versa for the alleged violation of this Agreement, either party may, by giving written notice to the other party, request a meeting at the first available opportunity to settle the matter. In the event of the matter not being settled, either party may invoke the provisions of the referee clause.

8 PROVISIONS FOR 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.

9 NOTICE OF VACANCY

The Hotel shall as far as circumstances permit put up on the staff notice board for the information of its employees reasonably advance notice of any vacancy it intends to fill.

10 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 Work Injury Compensation Act;
- (c) the Central Provident Fund Act;
- (d) the Retirement and Re-employment Act;
- (e) the Enlistment Act;
- (f) the Children Development Co-Savings Act; and
- (g) such other 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 not exceeding three (3) months.
- (2) At any time during the probationary period, an employee's service may be terminated either by the Hotel or by the employee by giving one (1) day's notice or one (1) day's pay in lieu of notice and without any reason being assigned by either party for such termination.
- (3) On termination of his probationary appointment, an employee shall be entitled to his salary up to and including the day of termination.
- (4) On expiry of the probationary period, unless the Hotel has terminated his probationary appointment, 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 not exceeding three (3) 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 salary to be determined as follows -
 - (a) If his salary prior to promotion is less than the minimum of the salary range of the higher category or grade, he shall enter at the minimum of such salary range provided that where the resultant increase in salary is less than 10% of

his basic salary, then he shall receive an increase in salary of not less than 10% of his basic salary.

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

13 NORMAL WORKING HOURS

The normal working hours of every employee shall be regulated in accordance with the provisions of section 38 of the Employment Act.

14 OVERTIME

- (1) Subject to the provisions of the Employment Act, payment for overtime work on weekdays, and work on rest day and public holidays shall be as follows -

- (a) For overtime work undertaken at the request of the Hotel on weekdays other than rest days and public holidays, the hourly rate of pay shall be one and a half times the hourly basic rate of pay.

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

- (i) 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;

- (ii) 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

- (iii) If the period of work exceeds his normal hours of work for one day -

- (A) a sum at the basic rate of pay for two days' work; and

- (B) a sum at the rate of not less than one and a half times his hourly basic rate of pay for each hour or part thereof that the period of work exceeds his normal hours of work for one day.
 - (c) For work undertaken at the request of the Hotel on a paid gazetted public holiday 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.
 - (d) The hourly rate of pay for work in excess of normal hours of work on public holidays shall be at one and a half times the basic hourly rate of pay.
- (2) Transportation for employees shall be provided between 12:00 midnight and 6:00 am.

15 REST DAY

- (1) Every employee shall be entitled to one (1) rest day per week.
- (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 and displayed on the notice board, or in an accessible file, in accordance with the Employment Act.
- (3) Any change to such drawn up duty roster shall be notified to the employee as far in advance as possible.

16 PUBLIC HOLIDAYS

- (1) Subject to the provisions of the Employment Act every employee shall be entitled to all gazetted public holidays with pay.
- (2) Any substitution of a public holiday for another day shall be by mutual agreement between the Hotel and the employee.
- (3) If any of the gazetted public holidays should fall on a rest day, the working day following immediately thereafter shall be a paid

holiday in substitution unless another day has been substituted under sub-clause (2) of this clause.

- (4) A list of gazetted public holidays shall be displayed on the Hotel's notice board.

17 RETIREMENT AND RE-EMPLOYMENT

- (1) Every employee shall retire on 31st December of the year in which the employee reaches the age of sixty-two (62) years or such other age, as may be prescribed by the Minister in accordance with the Retirement and Re-employment Act.
- (2) The Hotel shall provide pre-retirement planning to retiring employees not less than one year prior to the retirement date.
- (3) The Hotel 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 or above work performance.
- (4) The Hotel shall offer the employee employment contract at least three (3) 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-employment in the same job; or
 - (b) re-employment 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.
- (6) The duration of re-employment can take a few forms -
 - (a) Three years re-employment contract, up to the age of 65; or
 - (b) Term contract of at least one year, renewable up to the age of 65 as long as the employee continues to meet the eligibility criteria.

- (7) The revised re-employment terms and conditions offered to employees shall take into consideration terms equitable to the employee and the cost competitiveness for the Hotel and shall be in accordance with the Retirement and Re-employment Act and the Tripartite Guidelines on the Re-employment of Older Employees.
- (8) In the event that the Hotel is not able to offer re-employment, upon retirement, to an employee who meets the eligibility criteria, 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 such notice; and pay him three (3) months' gross salary as Employment Assistance Payment (EAP) subject to a minimum of S\$4,500 and a maximum of S\$10,000.
- (9) For employees who have been re-employed for at least 18 months since the age of 62, a lower EAP of two (2) months' gross salary shall be considered, subject to a minimum of S\$3,000 and a maximum of S\$7,000.

18 RETRENCHMENT

- (1) Subject to the provisions of section 45 of the Employment Act, the Hotel shall pay a retrenchment benefit to an employee on termination of his service on the ground of bona fide redundancy or by reason of any reorganisation or on grounds of receivership, judicial management, winding up or liquidation, whether voluntarily or involuntarily, at the rate of one (1) month's last drawn basic salary for each year of continuous service with the Hotel and a proportionate part thereof for any incomplete year of service.
- (2) In the event of retrenchment, the Hotel shall give the employee at least two (2) months' notice of termination or two (2) months' pay in lieu of such notice.

- (3) The Hotel shall inform the Union of its intent to retrench and the intended date of retrenchment in writing, as early as possible, before notice to employees.

19 DEATH AND INCAPACITATION BENEFITS

- (1) Every confirmed employee shall be covered under the Hotel's Group Personal Accident Insurance which provides for death benefit equivalent to twelve (12) times the last drawn basic monthly salary of the employee and compensation for permanent disablement in accordance with the Insurance Policy.
- (2) In the case of death of an employee, such benefit shall be paid to his nominee or in the absence of any nominee, to his next-of-kin or legal representative in accordance with the law of the Republic of Singapore.

20 BASIS OF EMPLOYMENT AND SALARY

- (1) Every employee shall be employed on a monthly basis and shall be paid monthly on the 28th of each month.
- (2) Every confirmed employee shall be paid a salary at not less than the minimum basic salary appropriate to his position as set out in Appendix II to this Agreement.
- (3) Every confirmed employee shall be granted an Annual Wage Increase on 1st July of each year, having regards to the recommendation of the National Wages Council. The Annual Wage Increase shall be computed based on the individual monthly basic salary as at 30th June of each year.
- (4) The Annual Wage Increment shall be in accordance with the Flexible Wage System. It shall comprise two components, namely an Annual Service Increment (SI) and a Monthly Variable Component (MVC) as per the illustration provided in Appendix III to this Agreement.

- (5) The Annual Wage Increase shall be negotiated yearly. The Hotel and the Union shall negotiate on the split of the Annual Wage Increase into Annual Service Increment and the Monthly Variable Component for each year.
- (6) For the purpose of this clause, any salary increment resulting in fractions of a dollar shall be rounded to its nearest dollar.
- (7) In line 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.
- (8) The MVC is currently ten percent of the monthly basic salary.
- (9) The Monthly Variable Component shall form part of the monthly basic salary and be included for the payment of Annual Wage Supplement and computation of overtime and other payments linked to the basic monthly salary.
- (10) The MVC 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.
- (11) The Hotel and Union will discuss the criteria for reduction and restoration of the MVC based on the guidelines of NWC.
- (12) The Monthly Variable Component may be varied only by mutual agreement between the Management and the Union.
- (13) The existing Cumulative Variable Payment (CVP) will be removed and incorporated into the existing wage structure.
- (14) For the Year 2011, the Hotel shall grant an Annual Wage Increment of 3% plus \$15 and a one-off special lump sum payment of \$180.00 to all rank and file employees.
- (15) For the Year 2012 and 2013, the Annual Wage Increment shall be negotiated between the Hotel and the Union, not earlier than three (3) months prior to the date they are due, namely 1st July of each year.

21 ANNUAL WAGE SUPPLEMENT

- (1) An annual wage supplement equivalent to one (1) month's basic salary shall be paid one (1) week before Christmas each year to every confirmed employee who has completed one (1) year of continuous service as at 31st December of that year.
- (2) A confirmed employee who has completed less than one (1) year of continuous service as at 31st December shall be entitled to an annual wage supplement on a pro-rata basis. 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.
- (3) The quantum of such annual wage supplement shall be based on the last drawn basic salary at 31st December of that year.
- (4) Pro-rata annual wage supplement based on the completed months of service shall be paid to eligible employees whose services are terminated on -
 - (a) retirement on reaching the retirement age;
 - (b) retrenchment;
 - (c) medical grounds;
 - (d) death;
 - (e) full time National Service; or
 - (f) resignation (provided that the employee served the notice of resignation till 31st December of the year and provided further that his resignation has not been to avoid dismissal and the resignation has been with due notice or salary in lieu of notice).

22 SHIFT ALLOWANCE

- (1) An employee who is required to perform split shift shall be paid an allowance of S\$9.30 per day.
- (2) An employee who is required to perform night shift shall be paid an allowance of S\$9.30 per day.

- (3) A night shift shall be defined as the period between 11.00 pm and 7.00 am.

23 TRANSPORT

- (1) The Hotel shall provide free transport to all employees who begin or finish work between 12.00 midnight and 6.00 am.
- (2) In the event that the Hotel is unable to provide transport, the Hotel shall reimburse employees' transport expenses at taxi-fare rates.

24 MEALS

- (1) Every employee working on a straight shift shall be entitled to one (1) free duty meal.
- (2) Every employee working on a split shift shall be entitled to two (2) free duty meals.
- (3) Duty meals shall be taken at the staff cafeteria.

25 FESTIVAL CASH ADVANCE

- (1) Every confirmed employee shall be granted on written application a festival cash advance of two (2) weeks' salary in any one calendar year for one of the following festivals -
 - (a) Chinese New Year;
 - (b) Hari Raya Puasa;
 - (c) Deepavali; or
 - (d) Christmas.
- (2) Application of such cash advance shall be made in writing through the prescribed form at least two (2) weeks before the festival.
- (3) Such festival cash advance shall be recovered in two (2) equal monthly installments from the employee's salary, commencing the end of the month after the month on which the public holiday falls.

26 ANNUAL LEAVE

- (1) Every employee shall be entitled to paid annual leave as follows -

<u>Year of Service</u>	<u>Entitlement</u>
1st	8 working days
2nd	9 working days
3rd	10 working days
4th-7th	14 working days
8th-9th	16 working days
10th and above	21 working days

- (2) Every employee shall be entitled to annual leave or pay in lieu of such annual leave on a pro-rata basis on termination of service except termination arising out from dismissal or resignation to avoid dismissal.
- (3) Where an employee is granted leave of absence without pay by the Hotel at the request of the employee, such period of leave shall be subtracted from the computation of Annual Leave and Annual Wage Supplement.

27 MATERNITY LEAVE

- (1) A female employee who has served the Hotel for at least ninety (90) days shall be entitled to paid maternity leave in accordance with the Employment Act and the Children Development Co-Savings Act, where applicable.
- (2) Subject to sub-clause (1), such leave shall be taken not earlier than twenty-eight (28) days immediately preceding the day of her confinement or later than the day of her confinement.
- (3) Further to sub-clause (2), the extended maternity leave after the first eight weeks, can be taken flexibly over a period of twelve months after the birth of the child, subject to the Hotel's approval and must be utilized within the same period.
- (4) A female employee applying for maternity leave shall submit application for such leave as far as possible in advance and not

later than one (1) week before commencement of maternity leave in order to facilitate the arrangement of work programmes in the Hotel and such application shall be supported by a certification from a registered medical practitioner.

- (5) No pregnant female employee shall be employed to work between the hours of midnight and 6:00 am unless she has for this purpose consented in writing and is not certified unfit by a medical officer or a registered medical practitioner.
- (6) Maternity leave for female employees who do not satisfy the qualifying criteria under the Employment Act and the Children Development Co-Savings Act shall be treated as unpaid leave. Leave on account of miscarriage, abortifacient measures or any other illness shall not be considered as maternity leave but as normal sick leave in accordance with Clause 32 of this Agreement.

28 PATERNITY LEAVE

Every male employee with three months' service with the Hotel shall be eligible for two (2) working days' paid paternity leave on the occasion of the birth of his child on production of document.

29 MATRIMONIAL LEAVE

Every confirmed employee shall be eligible for paid matrimonial leave of six (6) consecutive working days on the occasion of his/her first legal marriage subject to the production of a marriage certificate.

30 COMPASSIONATE LEAVE

Every confirmed employee shall be eligible for paid compassionate leave as follows -

- (a) Death of employee's immediate family members namely spouse, child, father, mother, brother or sister - five (5) consecutive working days.

- (b) Death of employee's grandchild, grandparent, parent-in-law or grandparent-in-law - three (3) consecutive working days.
- (c) Critical illness of any of the above family members of the employee - one (1) working day at each instance subject to an aggregate of five (5) working days in each calendar year.

31 CHILDCARE LEAVE

Each working parent, who has a child under the age of seven years, is entitled to paid childcare leave in accordance with the relevant provisions of the Employment Act and Children Development Co-Savings Act where applicable.

32 SICK LEAVE, MEDICAL TREATMENT, MEDICINES AND HOSPITALISATION

- (1) Every employee who has completed three months of continuous service shall be eligible for paid sick leave. Such leave shall only be granted on the certification by a medical practitioner appointed by the Hotel or by a Government medical officer.
- (2) The Hotel shall provide free medical treatment and medicines prescribed by the general practitioner appointed by the Hotel or by a Government medical officer. In the case of emergency, the Hotel will reimburse the employee in full against receipted bills the expenses in respect of such A&E consultation.
- (3) Every employee who has completed three months of continuous service shall be eligible for paid sick leave not exceeding in the aggregate -
 - (a) fourteen (14) working days in each year if no hospitalisation is necessary; or
 - (b) sixty (60) working days in each year if hospitalisation is necessary as may be certified by a medical practitioner appointed by the Hotel or by a Government medical officer -

Provided that if the employee is hospitalised for less than forty-six (46) days in any year, his entitlement to paid sick leave for that year shall not exceed the aggregate of fourteen (14) days plus the number of days on which he is hospitalised;

And provided further that if the employee is certified by a medical practitioner appointed by the Hotel or Government medical officer 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.

- (4) Every employee who has completed three months of continuous service shall be covered under a Group Hospitalisation and Surgical Insurance Plan where the total amount of the premium shall be paid by the Hotel. The benefits of the Group Hospitalisation and Surgical Insurance Plan shall be as per the schedule set out in Appendix IV to this Agreement.
- (5) The Hotel shall not bear the cost relating to -
 - (a) any pre-existing conditions before the effective date of coverage unless continuously insured without any break under a Group Hospital and Surgical Policy for at least twelve (12) months with the previous insurer or under the present contract or both;
 - (b) insurrection war or act of war (whether declared or undeclared), direct participation in strikes, riots or civil commotion, or full-time service in any armed forces except National Service reservist duty or training;
 - (c) intentional self-inflicted injuries or injuries sustained as a result of a criminal act or attempted suicide (while sane or insane), nervous and mental conditions, alcoholism or drug addiction, rest cures, sanatoria care or special nursing care, venereal disease, AIDS and AIDS related complications,

- communicable diseases requiring by law isolation or quarantine in the event of epidemic;
- (d) pregnancy or abortion or miscarriage, any complications resulting from pregnancy, sterilization, infertility, congenital anomalies, obesity, weight reduction and improvement, cosmetic and plastic treatment, dental surgery care and extractions, eye and vision care;
 - (e) services and supplies not recommended, approved and performed by a registered medical practitioner, preventive care or routine health check-up purposes, procurement or use of special braces, appliances, equipment or prosthetic devices, hearing aids and non-medical services;
 - (f) the cost of treatment or medicines where these become necessary as a result of the misconduct, excessive consumption of alcohol, indiscretion or negligence on the part of an employee;
 - (g) any expenses other than those provided under the terms of the Work Injury Compensation Act in respect of illness or injury in an accident arising out of and in the course of employment which constitutes a valid claim under the Act.
- (6) Employees with three (3) months' service, being referred by a medical practitioner appointed by the Hotel or Government medical officer as requiring outpatient specialist treatment and consultation shall be eligible to claim a sum not exceeding S\$2000 per employee per calendar year, subject to Hotel's approval.

33 DENTAL BENEFITS

- (1) The Hotel shall meet the cost of dental treatment (including surgery) up to a maximum of \$210.00 per calendar year, provided by any clinic or NTUC Denticare or Government dental clinic.

- (2) All employees with three (3) months' service shall be eligible for dental benefits. All visits to any clinic, NTUC Denticare or Government dental clinic shall be shall be on the employee's own time.
- (3) Any medical leave granted by the dental surgeon shall be deemed as sick leave as provided in clause 32 of this Agreement.

34 PROLONGED ILLNESS BENEFITS

- (1) A confirmed employee who is certified by the Hotel doctor or by a Government medical officer to have contracted tuberculosis, poliomyelitis, cancer, stroke, cardiac ailment, leukaemia, leprosy, kidney or liver failure which requires prolonged medical treatment and who has exhausted his entitlement for paid sick leave under clause 32 of this Agreement shall be granted paid medical leave for prolonged illness on the following basis -
 - (a) First six (6) months - full pay;
 - (b) Second six (6) months - half pay;
 - (c) Further six (6) months - no pay.
- (2) The employee is expected to follow-up on the medical treatment as prescribed by the Hotel doctor or a Government medical officer, failing which, the Hotel reserves the right to withdraw such benefit under sub-clause (1) of this clause.
- (3) An employee who after having exhausted the eighteen (18) months' medical leave as laid down in sub-clause (1), continues to be medically certified unfit for duty, shall be terminated from the service of the Hotel on medical ground.

35 UNIFORMS AND LAUNDRY

- (1) Every employee who is required to wear uniform in the course of his duties with the Hotel must present himself in such uniform which will be provided to him by the Hotel. The employee shall

be fully responsible for the upkeep of the uniform in good condition and shall be fully responsible for any loss or damage caused to the uniform due to the negligence or wilful act of the employee.

- (2) Where an employee is required to wear uniform, such uniform shall be provided and laundered by the hotel at no cost to the employee.
- (3) The Hotel shall replace such uniform upon wear and tear.

36 SKILLS TRAINING AND DEVELOPMENT

- (1) The Hotel shall as far as possible arrange for employees to attend skills training courses relevant to the employees' current or potential appointment as scheduled by the Hotel.
- (2) Employees who are interested in attending any course that is relevant to their substantive appointment may submit their request to the Hotel and the Hotel shall give due consideration on a case by case basis to sponsor the employees.
- (3) The Hotel shall take into account the employees' training and courses completed as one of the criteria when considering his performance assessment as part of his career development.

37 STUDY LEAVE

- (1) The Hotel shall support self-initiated efforts by employees to upgrade their skills and knowledge according to prevailing policy upon completion of six (6) months' service with the Hotel and approved by Human Resources Department before registering with the course.
- (2) The Hotel shall grant paid study leave to Union Officials upon written application by the Union for its Officials to attend trade union courses and subject to the exigency of the Hotel's business.

38 HOTEL'S PHILOSOPHY

The Ritz-Carlton philosophy of service excellence and ideal which the Management strives to practice within the Hotel and to the guests is as set out in Appendix V to this Agreement. The Hotel is committed to instill and uphold the philosophy to cultivate a team of quality and productive workforce of distinction and one that makes a difference in service.

39 PROGRESSIVE DISCIPLINE

- (1) The purpose of the disciplinary proceeding is to ensure a fair and just treatment for every employee with the view to promote good behaviour, harmony and organizational efficiency. It is designed to be corrective and an opportunity for the employee's improvement.
- (2) In each incident of this progressive disciplinary system it will be thoroughly investigated.
- (3) The outlined are stages in order of severity -
 - (a) Verbal Warning.
 - (b) Written Warning.
 - (c) Final Warning.
 - (d) Termination/Dismissal.
- (4) At each stage, details will be recorded and acknowledged by both employee and the Hotel. Should the incident be of a serious nature, any one or more of the preliminary steps may be by-passed.
- (5) The Union shall be informed at stage (c) Final Warning of the disciplinary proceeding. An employee, however, may seek union's representation at any stage of the disciplinary proceeding.
- (6) As this is a progressive system, the validity of any one incident shall be a maximum of twelve (12) months dependent upon the severity of the warning. In the case where the incident is of a

serious enough nature which may warrant grounds for suspension or termination of service, an Inquiry will be held. The inquiry procedure to be adopted shall be as in Appendix VI.

40 UNION WELFARE FUND

The Hotel shall pay \$5.00 per union member per month to the Union Welfare Fund to be administered by the Union for the welfare benefits of the Union members in the Hotel.

41 EQUAL REMUNERATION

- (1) Both parties 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 in kind, which the employee receives directly or indirectly, in respect of employment.
- (2) The employer shall ensure that the principles of equal remuneration for men and women for work of equal value are adhered to. Regardless of their gender, employees will be paid and rewarded based on the value of job, performance and contribution.
- (3) For avoidance of doubt, it shall not be construed as unequal remuneration if benefit granted is such that it can only be applicable to a particular sex, like childbirth and maternity benefit.

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

Signed for and on behalf of:

**THE RITZ-CARLTON,
MILLENIA SINGAPORE**

**FOOD, DRINKS AND ALLIED
WORKERS UNION**

PETER W MAINGUY
General Manager

TAN HOCK SOON
General Secretary

MARK FLETCHER
Director of Human Resources

ONG SIEW WAH
Branch Chairman

MOK SHOON TERK
Area Director of Finance,
Asia Pacific

MARIA BTE ABDULLAH
Branch Treasurer

In the presence of:

JOYCELYN KOH
Human Resources Manager

SIMON VIJAYAKUMAR
Principal Industrial Relations Officer

THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012

MANAGERIAL, EXECUTIVE AND CONFIDENTIAL POSITIONS
(NON BARGAINABLE)

<u>DIVISION</u>	<u>DESIGNATION</u>
CULINARY	Senior Executive Sous Chef
	Executive Sous Chef
	Chef De Cuisine
	Sous Chef
	Junior Sous Chef
	Chinese Chef
	Assistant Chinese Chef
	Barbeque Chef
	Dim Sum Chef
	1st Dim Sum
	Senior Chopper
	1st Fryer
	Banquet Chef
	Assistant Banquet Chef
	Butcher Chef
	Chef Gardemanger
	Chef Tournant
	Indian Chef
	Japanese Chef
	Local Chef
	Pastry Chef
	Pastry - Asst Chef
	Chief Baker
	Assistant Baker Chef
	Admin Assistant
	Catering-Culinary Coordinator
ENGINEERING	Assistant Director of Engineering
	Assistant Maintenance Engineer
	Senior Duty Engineer
	Duty Engineer
	Admin Assistant

Appendix I
(Cont'd)

EXECUTIVE	Executive Assistant, Administration
FINANCE/ACCOUNTING	Assistant Director of Finance
	Accountant
	Accounting Officer
	Accounts Assistant
	General Cashier
	Income Auditor
	Revenue Auditor
	Payroll Officer
	Credit Manager
	Credit Officer
	Group Executive
	Operation Analyst
	Assistant Operation Analyst
	Receiving Officer
	Director of Purchasing
	Purchasing Manager
	Assistant Purchasing Manager
	Purchasing Officer
	Assistant Purchasing Officer
	Systems Manager
	Assistant Systems Manager
	Systems Executive
	Admin Assistant
FOOD AND BEVERAGE	Assistant F & B Director
	Director of Stwdg & Heart of The House
	Director of Banquet
	Manager
	Assistant Manager
	Supervisor
	Management Associate
	Assistant Director of Banquet
	Banquet Operations Manager
	Assistant Banquet Operations Manager
	Audio Visual Officer
	Senior Assistant Executive Steward
	Assistant Executive Steward
	Assistant Chief Steward
	Restaurant Resv Supervisor
Senior Admin Assistant	

Appendix I
(Cont'd)

HUMAN RESOURCES	Assistant Director of Human Resources
	Human Resources Manager
	Assistant Human Resources Manager
	Senior Human Resources Officer
	Human Resources Executive
	Human Resources Assistant
	Director of Learning
	Learning Manager
	Learning Executive
	Director of Quality
	Assistant Quality Manager
	ROOMS
Assistant Manager (Business Centre/Retail)	
Supervisor (Business Centre/Retail)	
Manager (Communications)	
Supervisor (Communications)	
Chef Concierge	
Guest Relations Supervisor	
Lobby Ambassador	
Manager (Fitness Centre)	
Assistant Manager (Fitness Centre)	
Front Office Manager	
Assistant Front Office Manager	
Assistant Manager (Groups)	
GSA Supervisor	
Manager On Duty/Night Manager On Duty	
Japanese Guest Relations Manager	
Japanese Guest Relations Executive	
Japanese Corporate Guest Relations Officer	
Assistant Manager (Guest Recognition)	
Guest Recognition Coordinator	
Director of Guest Services	
Assistant Manager (Guest Services)	
Executive Housekeeper	
Assistant Executive Housekeeper	
Housekeeping Manager	
Housekeeping Assistant Manager	
Housekeeping Executive	
Housekeeping Coordinator	

Appendix I
(Cont'd)

	Director of Laundry
	Assistant Laundry Manager
	Laundry Valet Manager
	Laundry Duty Engineer
	Manager (Ritz-Carlton Club)
	Assistant Manager (Ritz-Carlton Club)
	Director of Loss Prevention
	Assistant Manager (Loss Prevention)
	Senior Specialist
	Specialist
	Management Associate
	Admin Assistant
SALES AND MARKETING	Director of Catering
	Associate Director of Catering
	Catering Sales Manager
	Wedding Consultant
	Catering Executive
	Catering Coordinator
	Director of Conference Services
	Associate Director of Conference Services
	Conference Services Manager
	Conference Services Executive
	Senior Conference Services Floor Manager
	Conference Services Floor Manager
	Conference Services Coordinator
	Director of Reservations
	Assistant Reservations Manager
	Group Supervisor
	Reservations Supervisor
	ERS Executive
	Group Executive
	Director of Revenue Management
	Revenue Manager
	Revenue Analyst
	Director of Marketing Comms
	Marcomm Executive
	Director of Public Relations
	Public Relations Executive

Appendix I
(Cont'd)

	Director of Sales
	Director of Sales - GCC
	Associate Director of Sales
	Regional Sales Manager
	Senior Sales Manager
	Sales Manager
	Sales Manager Groups
	Sales Executive
	MICE Executive
	Travel Industry Sales Executive
	Corporate Executive
	Admin Assistant

THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012

SALARY SCHEDULE (BARGAINABLE)
Effective from 1st January 2011 to 31st December 2013

Division	Designation	Minimum Salary	Maximum Salary
Culinary	Senior Chef De Partie	\$2,010	\$3,015
	Chef De Partie	\$1,820	\$2,730
	Demi Chef	\$1,650	\$2,475
	Cook 1	\$1,500	\$2,250
	Cook 2	\$1,330	\$1,995
	Cook 3	\$1,100	\$1,650
	1st Steamer	\$1,780	\$2,670
	2nd Barbeque Cook	\$1,800	\$2,700
	2nd Chopper	\$2,200	\$3,300
	2nd Dim Sum	\$1,700	\$2,550
	2nd Fryer	\$2,300	\$3,450
	2nd Steamer	\$1,500	\$2,250
	3rd Chopper	\$1,800	\$2,700
	3rd Dim Sum	\$1,400	\$2,100
	3rd Fryer	\$1,900	\$2,850
	4th Chopper	\$1,500	\$2,250
	4th Dim Sum	\$1,180	\$1,770
	5th Chopper	\$1,200	\$1,800
	Food Distributor	\$1,200	\$1,800
	Indian Assistant	\$1,870	\$2,805
	Muslim Chef	\$1,870	\$2,805
	Sushi Chef	\$1,870	\$2,805
	Baker 1	\$1,650	\$2,475
Baker 2	\$1,500	\$2,250	
Baker 3	\$1,250	\$1,875	
Engineering	Senior Technician	\$1,550	\$2,325
	Technician 1	\$1,400	\$2,100
	Technician 2	\$1,250	\$1,875

Appendix II
(Cont'd)

Food & Beverage	Lounge Captain	\$1,550	\$2,325
	Captain	\$1,550	\$2,325
	Lounge Executive	\$1,350	\$2,025
	Private Dining Room Server	\$1,400	\$2,100
	Server	\$1,300	\$1,950
	Pantry Server	\$1,080	\$1,620
	Hostess Captain	\$1,550	\$2,325
	Host/Hostess	\$1,400	\$2,100
	Audio Visual Specialist	\$1,480	\$2,220
	Banquet Coordinator	\$1,400	\$2,100
	Head Houseman	\$1,400	\$2,100
	Banquet Houseman	\$1,050	\$1,575
	Bartender	\$1,400	\$2,100
	Steward Supervisor	\$1,350	\$2,025
	Senior Steward	\$1,120	\$1,680
	Steward	\$1,050	\$1,575
Finance	Finance Storekeeper	\$1,300	\$1,950
	Receiving Clerk	\$1,300	\$1,950
Rooms	Business Centre/Retail Executive	\$1,600	\$2,400
	Communications Agent	\$1,400	\$2,100
	Concierge	\$1,800	\$2,700
	Guest Relations Officer	\$1,500	\$2,250
	Fitness Centre Assistant	\$1,450	\$2,175
	Fitness Centre Receptionist	\$1,320	\$1,980
	Guest Services Agent	\$1,680	\$2,520
	Captain (Guest Services)	\$1,550	\$2,325
	Doorman	\$1,130	\$1,695
	Bellman	\$1,000	\$1,500
	Floor Supervisor	\$1,400	\$2,100
	Public Area Supervisor	\$1,200	\$1,800

Appendix II
(Cont'd)

	Housekeeping Room Attendant	\$1,200	\$1,800
	Housekeeping Attendant	\$1,000	\$1,500
	Houseman	\$1,000	\$1,500
	Linen Runner	\$1,050	\$1,575
	Supervisor (Laundry)	\$1,400	\$2,100
	Laundry Clerk	\$1,200	\$1,800
	Laundry Dry Clean Spotter	\$1,250	\$1,875
	Laundry Seamstress	\$1,250	\$1,875
	Senior Laundry Valet Attendant	\$1,160	\$1,740
	Laundry Valet Attendant	\$1,050	\$1,575
	Uniform/Linen Attendant	\$1,050	\$1,575
	Ritz-Carlton Club Concierge	\$1,680	\$2,520
	Steward	\$1,050	\$1,575

THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012
ILLUSTRATION OF FLEXIBLE WAGE SYSTEM

YEAR	BASIC SALARY	AI (SI+CVP+MVC)	SI	MVC	NEW BASIC SALARY include MVC	TOTAL MVC	TOTAL MVC
	(\$)	(%)	(%)	(%)	(\$)	(%)	(\$)
2001	1,051	1.00	0.00	1.00 (AI) + 1.00 (Salary)	1,062	2.00	21
2002	1,062	1.00	0.00	1.00 (AI) + 1.00 (Salary)	1,073	4.00	43
2003	1,073	0.00	0.00	0.00	1,073	4.00	43
2004	1,073	3.00	0.00	3.00	1,105	7.00	77
2005	1,105	3.50	0.50	3.00	1,144	10.00	114
2006	1,144	4% + \$10	4% + \$10	0.00	1,200	10.00	120
2007	1,200	5% + \$10	5% + \$10	0.00	1,270	10.00	127
2008	1,270	5%	5%	0.00	1,334	10.00	133
2009	1,334	0.00	0.00	0.00	1,334	10.00	133
2010	1,334	3% + \$8	3% + \$8	0.00	1,382	10.00	138
2011	1,382	3% + \$15	3% + \$15	0.00	1,438	10.00	144

THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012

GROUP HOSPITAL AND SURGICAL INSURANCE

Schedule of Benefits Per Disability	Amount (S\$)
Daily Room and Board (Max. 90 days)	4 Bed GRH
Intensive Care Unit (Max. 30 days subject to overall maximum under Daily Room & Board)	10,000
Hospital Miscellaneous Services	2,500
Surgery (Subject to Surgical Schedule)	4,000
In-Hospital Doctor's Visit (Non-Surgery) (Max 90 days)	60
Pre & Post-Hospitalisation Expenses (within 90 days before & after) Specialist Consultation Diagnostic X-ray and Laboratory Test	1,100
Emergency Accident Outpatient Treatment (within 24 hours of accident)	2,000
Miscarriage (Non-Elective) including Ectopic Pregnancy	1,000
Death Benefit	3,000
Outpatient Benefit - Per Policy Year Kidney Dialysis/Cancer Treatment Subject to Co-Insurance 20%	9,600

These Benefits provided are subject to the Terms, Conditions and Exceptions of the Policy issued by The Great Eastern Life Assurance Co Ltd.

THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012

HOTEL PHILOSOPHY

Our Gold Standards are the foundation of The Ritz-Carlton Hotel Company, L.L.C. They encompass the values and philosophy by which we operate and include -

The Credo

The Ritz-Carlton Hotel is a place where the genuine care and comfort of our guests is our highest mission.

We pledge to provide the finest personal service and facilities for our guests who will always enjoy a warm, relaxed, yet refined ambience.

The Ritz-Carlton experience enlivens the senses, instills well-being and fulfills even the unexpressed wishes and needs of our guests.

Motto

We are Ladies and Gentlemen serving Ladies and Gentlemen.

Three Steps of Service

- (1) A warm and sincere greeting. Use the guest's name.
- (2) Anticipation and fulfillment of each guest's needs.
- (3) Fond farewell. Give a warm good-bye and use the guest's name.

Service Values: I Am Proud To Be Ritz-Carlton

- (1) I build strong relationships and create Ritz-Carlton guests for life.
- (2) I am always responsive to the expressed and unexpressed wishes and needs of our guests.
- (3) I am empowered to create unique, memorable and personal experiences for our guests.
- (4) I understand my role in achieving the Key Success Factors, embracing Community Footprints and creating The Ritz-Carlton Mystique.
- (5) I continuously seek opportunities to innovate and improve The Ritz-Carlton experience.
- (6) I own and immediately resolve guest problems.
- (7) I create a work environment of teamwork and lateral service so that the needs of our guests and each other are met.
- (8) I have the opportunity to continuously learn and grow.
- (9) I am involved in the planning of the work that affects me.
- (10) I am proud of my professional appearance, language and behavior.
- (11) I protect the privacy and security of our guests, my fellow employees and the company's confidential information and assets.
- (12) I am responsible for uncompromising levels of cleanliness and creating a safe and accident-free environment.

The 6th Diamond

- (1) Mystique
- (2) Emotional Engagement
- (3) Functional

The Employee Promise

At The Ritz-Carlton, our Ladies and Gentlemen are the most important resource in our service commitment to our guests.

By applying the principles of trust, honesty, respect, integrity and commitment, we nurture and maximize talent to the benefit of each individual and the company.

The Ritz-Carlton fosters a work environment where diversity is valued, quality of life is enhanced, individual aspirations are fulfilled, and The Ritz-Carlton Mystique is strengthened.

THE RITZ-CARLTON, MILLENIA SINGAPORE EMPLOYEES' AGREEMENT 2012

INQUIRY PROCEDURE

- (1) The Inquiry is to be instituted as early as possible after suspension of the employee.
- (2) The grounds upon which it is intended to take disciplinary action against the employee should be reduced in the form of a definite charge and conveyed to the employee. The written notice should also specify the date, time and place of Inquiry.
- (3) Reasonable time should be given before the Inquiry to enable the employee to prepare his case.
- (4) The Inquiry is to be conducted, as far as possible, by a person not directly connected with the investigation of the misconduct so as to give the hearing impartiality.
- (5) If the employee is absent on the date of Inquiry for good reasons (sudden illness, accident, etc. supported by documentary evidence) the Inquiry should be adjourned to another date. The employee should then be served with a fresh notice on the date, place and time of the Inquiry. If the employee absents himself the second time then the proceedings will be heard ex-parte, unless the employee has given prior notice (with reasons) that he would be unable to attend the Inquiry.
- (6) In the spirit of tripartism, the employee should if he so wishes, be allowed to be represented by a representative of his union or a co-employee of his own choice.
- (7) The function of the Inquiry Officer would be to hear evidence and record his findings at the end of the Inquiry. It would therefore be necessary for the management to appoint someone to present evidence on its behalf.
- (8) At the commencement of the Inquiry, the Inquiry Officer should take all responsible efforts to ensure that the employee understands the charges levelled against him.
- (9) It is of utmost importance that the Inquiry should be conducted in a manner so as to inspire confidence in the impartiality of the Inquiry Officer.
- (10) All witnesses should be examined in the presence of the employee in respect of the charges. He should be given fair opportunity to cross examine witnesses and to put up his defence by examining defence witnesses, including himself if he so wishes.
- (11) Notes in the narrative form for evidence-in-chief given by a witness (including the employee) and in the form of question and answer for cross examination of a witness or the employee should be recorded to show that the Inquiry was proper.
- (12) After the Inquiry is over, the Inquiry Officer must consider the evidence and record his conclusions and reasons thereof. He must sign the findings and submit the same to management. It is not his duty to recommend any punishment.
- (13) The management should as early as possible after the receipt of the findings of the Inquiry Officer decide on the appropriate punishment, if one is called for, and convey the decision expeditiously to the employee and the union (where applicable). The employer must exercise his discretion in determining and awarding punishment in good faith and without any ulterior motive. The employer must not be actuated by ulterior motive or victimisation, that is to say, the imposition of penalty disproportionate to the offence or punishing an innocent person on account of displeasure.