

DATED

EMPLOYMENT CONTRACT

between

[PARTY 1]

and

[PARTY 2]

[ON HEADED NOTEPAPER OF employer]

[EMPLOYEE'S NAME AND ADDRESS]

[DATE]

Dear [EMPLOYEE'S NAME]

Contract of employment

1. Start of employment

1.1 Your employer is [EMPLOYER'S NAME] (**Company** or **we**). Your employment with the Company [starts **OR** started] on [DATE].

1.2 [No probationary period applies to your employment.

OR

The first [NUMBER] month[s] of your employment shall be a probationary period and your employment may be terminated at any time during this period or before the start date on [one week's] notice by either party [or, in the case of the Company, payment in lieu of notice]. We may, at our discretion, extend this period for up to a further [NUMBER] months. During this probationary period, your performance and suitability for continued employment will be monitored.]

1.3 [If you are absent from work due to incapacity during your probationary period for a period which exceeds [one week], your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.]

1.4 [At the end of your probationary period, you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.]

2. Job title and reporting line

2.1 You are employed as [JOB TITLE] and report to [POSITION], or to an alternative person as nominated by [POSITION] from time to time. [Your duties are set out in the attached job description.] [You are required to make such reports and provide such information in connection with our affairs or your duties as we may reasonably request.]

2.2 You may be required to undertake other duties from time to time as we may reasonably require.

2.3 You warrant that you are entitled to work in Singapore without any additional approvals and will notify the Company immediately if you cease to be so entitled at any time during your employment with the Company.

2.4 [You shall not work for anyone else while you are employed by the Company [without our prior written approval].]

3. Place of work

3.1 Your normal place of work is [LOCATION] or such other place within [REASONABLE AREA] as we may reasonably determine.

4. Pay

4.1 [Your [basic] salary is S\$[AMOUNT] per year which shall accrue [from day to day at a rate of 1/365 **OR** Monday to Friday at a rate of 1/260] of your annual salary. This daily rate shall be used if we have to calculate a day's pay (for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract). Your salary shall be payable [monthly] in arrears [on or about the [DATE] of each month] directly into your bank account.

OR

You will be paid S\$[AMOUNT] an hour. You will only be paid for the hours that you work. You will be paid [monthly] in arrears [on or about the [DATE] of each month] directly into your bank account for the hours worked the previous [month].]

4.2 [Your pay will be reviewed annually and may be increased from time to time at the Company's discretion without affecting the other terms of your employment. There is no obligation to award an increase. There will be no review of pay after notice has been given by either party to terminate your employment.]

4.3 We shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Company at any time.

5. Benefits

5.1 [[After successful completion of your probationary period, you **OR** You] may be provided with the following benefits during your employment, subject to any rules applicable to the relevant benefit]:

- (a) [BENEFIT];
- (b) [BENEFIT];
- (c) [BENEFIT].]

OR

We operate a flexible benefits system in accordance with rules in place from time to time where[, after successful completion of your probationary period,] you can choose a number of benefits up to a particular value [which is currently S\$[AMOUNT]]. We set out the various benefits from which you can choose [below: [LIST BENEFITS] **OR** at Schedule 1 attached to this letter].

OR

You are not entitled to any benefits during your employment.]

5.2 [Further details of these benefits are available from [POSITION **OR** the intranet **OR** the Staff Handbook].]

5.3 [We may replace or withdraw such benefits, or amend the terms of such benefits, at any time on reasonable notice to you.]

6. Hours of work and rules

6.1 Your normal hours of work are between [TIME] and [TIME] [Mondays] to [Fridays] inclusive with a lunch break of [one hour]. These hours and days are not variable. However, you may be required to work additional hours[, without extra remuneration,] as may be necessary for [[INSERT REASON] **OR** the proper performance of your duties or to meet the needs of the Company] and these hours are variable. [If you are required to work additional hours, we expect that such additional hours will be [infrequent and] [before or after your usual working hours **OR** at any time] on [your normal working days of [Monday] to [Friday] **OR** [Monday] to [Sunday]]].

6.2 You are required at all times to comply with our rules, policies and procedures in force from time to time [including those contained in the Staff Handbook, [a copy of which has been given to you **OR** which is available from [POSITION] **OR** which is available on our intranet]].

7. Training

[During your employment:

- (a) you must complete [SPECIFY TRAINING] which will be paid for by the Company. [Further details of this training are set out in Schedule 2 attached to this letter.]]
- (b) you must complete [SPECIFY TRAINING] at your own expense [and outside your working hours.] [Further details of this training are set out in Schedule 2 attached to this letter.]]

- (c) you are entitled to take part in various training courses which we may provide from time to time in-house. Specific details of what courses might be available [are set out in Schedule 2 attached to this letter **OR** can be found on the [intranet] **OR** will be provided to you within two months of the start date of your employment]. You should speak to your manager in the first instance if you would like to take a course.]

OR

No training will be provided to you during your employment.]

8. Annual Leave

- 8.1 The Company's holiday year runs between [DATE] and [DATE]. If your employment starts or finishes part way through the holiday year, your annual leave entitlement during that year shall be calculated on a pro-rata basis [rounded up to the nearest [whole **OR** half] day].
- 8.2 You are entitled to [NUMBER] [days' **OR** hours'] paid annual leave during each holiday year or the pro rata equivalent if you work part-time. [This includes **OR** In addition you are entitled to take] [the usual] public holidays in Singapore [or a day in lieu where we require you to work on a public holiday].
- 8.3 All annual leave requests must be approved in writing in advance by your line manager. You must give at least [NUMBER] weeks' notice of proposed annual leave. No more than [NUMBER] days' annual leave may be taken at any one time unless prior written consent is obtained from [POSITION].] We may require you to take (or not to take) annual leave on particular dates, including during your notice period.
- 8.4 You cannot carry forward [more than [NUMBER] days of] untaken annual leave from one holiday year to the following holiday year [except as set out in our annual leave policy which is available [on the intranet **OR** from [POSITION]] **OR** unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or maternity, paternity, adoption, shared parental, parental or parental bereavement leave. In cases of sickness absence, carry-over is limited to four weeks' annual leave per year less any leave taken during the holiday year that has just ended. Any such carried over annual leave which is not taken within eighteen months of the end of the relevant holiday year will be lost].

8.5 Annual salary:

We shall not pay you in lieu of untaken annual leave except on termination of employment. On termination we shall pay you in lieu of any accrued but untaken annual leave for the holiday year in which termination takes place and any untaken days permitted to be carried

forward from the preceding holiday year. The amount of the payment in lieu will be calculated [as 1/260th of your [full-time equivalent] salary for each untaken day of the entitlement **OR** as set out in our annual leave policy which is available [on the intranet **OR** from [POSITION]]].

OR

Hourly paid:

We shall not pay you in lieu of untaken annual leave except on termination of employment. On termination we shall pay you in lieu of any accrued but untaken annual leave for the holiday year in which termination takes place and any untaken days permitted to be carried forward from the preceding holiday year. The amount of such payment in lieu shall be one [day's **OR** hour's] pay for each accrued but untaken [day **OR** hour] of your annual leave entitlement.

- 8.6 If you have taken more annual leave than your accrued entitlement at the date your employment terminates, we shall be entitled to deduct from any payment due to you the excess annual leave pay calculated on the basis set out in clause 8.5.

9. Incapacity

- 9.1 If you are absent from work due to incapacity, you must notify [POSITION] of the reason for your absence as soon as possible but no later than [TIME] on the first day of absence.
- 9.2 You shall certify your absence in accordance with [the Company's sickness policy] which is available [on the intranet **OR** from [POSITION]].
- 9.3 Subject to your compliance with this agreement and the Company's sickness policy (as amended from time to time) [and subject to clause 9.4], you may be eligible to receive sick pay in accordance with the Company's sickness policy. This may be amended from time to time and is available [on the intranet **OR** from [POSITION]].

OR

After you have completed [[NUMBER] month[s]] continuous service **OR** your probationary period], subject to your compliance with this agreement [and subject to clause 9.4], you shall be entitled to receive your full pay during any periods of sickness absence up to a maximum of [NUMBER] weeks in any [NUMBER]-week period.

- 9.4 [If you have been on long-term sick leave continuously for more than a year, you will not qualify for sick pay from the Company again until you have returned to work for a total of [NUMBER] weeks.]

- 9.5 [You will retain the use of any contractual benefits [for the first [NUMBER] weeks of any period of sick leave **OR** during any period of paid sick leave], after which they shall be continued at our discretion.]
- 9.6 You agree to consent to a medical examination (at the Company's expense) by a doctor nominated by the Company should the Company so require.
- 9.7 If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Company of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Company may reasonably require. You shall, if required by the Company, co-operate in any related legal proceedings and refund to the Company that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Company may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Company in respect of the period of absence.

10. Termination and notice period

- 10.1 [After successful completion of the probationary period referred to in clause 1.2,] [the **OR** The] prior written notice required from you or the Company to terminate your employment shall be as follows:
- (a) in the first five years of continuous employment: [one calendar month's] notice; and
 - (b) after five complete years: one week for each complete year of continuous employment up to a maximum of 12 weeks' notice.
- 10.2 [We may at our discretion terminate your employment without notice and make a payment of basic pay in lieu of notice.]
- 10.3 We shall be entitled to dismiss you at any time without notice [or payment in lieu of notice] if we reasonably consider that you have committed any serious breach of your obligations as an employee or committed any act of gross misconduct.

11. Disciplinary and grievance procedures

- 11.1 Your attention is drawn to the disciplinary rules and procedure, and grievance procedure, applicable to your employment, which are [contained in the Staff Handbook **OR** available from [POSITION]]. These rules and procedures do not form part of your employment contract.

- 11.2 If you wish to appeal against a disciplinary decision, you may apply in writing to [POSITION] in accordance with our disciplinary procedure.
- 11.3 We reserve the right to suspend you with pay for no longer than is necessary to investigate any allegation of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding.
- 11.4 If you wish to raise a grievance, you may apply in writing to [POSITION] in accordance with our grievance procedure.

12. Data protection

- 12.1 [We will collect and process information relating to you in accordance with the Privacy notice which is [on the intranet **OR** attached to this Agreement]. You are required to sign and date the Privacy notice, and return it to [HR **OR** NAME OF MANAGER].]
- 12.2 You shall comply with the Data protection policy when handling personal data in the course of employment including personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Company. You will also comply with the Company's [IT and communications systems policy,] [Social media policy,] [Bring your own device to work (BYOD) policy,] [ANY OTHER POLICY].
- 12.3 Failure to comply with the Data protection policy or any of the policies listed in clause 12.2 may be dealt with under our Disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

13. Changes to your terms of employment

We reserve the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

14. Confidential information

- 14.1 You shall not use or disclose to any person either during or at any time after your employment with the Company any confidential information. For the purposes of this clause 17, **confidential information** means any information or matter about the business or affairs of the Company [or any of its business contacts] or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. This restriction does not apply to any use or disclosure of confidential information that has been authorised by the Company, is required by law or is carried out in the proper course of your duties.

15. Company property

- 15.1 All documents, manuals, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, maintained or stored on the Company's computer systems or other electronic equipment (including mobile phones), remain the property of the Company.
- 15.2 Any Company property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to [POSITION] at any time on request and in any event prior to the termination of your employment with the Company.

16. Entire agreement

- 16.1 This agreement [and any document referred to in it] constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17. Variation

No variation or agreed termination of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Third party rights

No one other than you and the Company shall have any right to enforce any terms of this agreement.

19. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Republic of Singapore.

20. Jurisdiction

Each party irrevocably agrees that the courts of the Republic of Singapore shall have [exclusive **OR** non-exclusive] jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Please indicate your acceptance of these terms by signing and returning to me the attached copy of this letter.

Yours sincerely,

.....

For and on behalf of [EMPLOYER]

I agree to the above terms.

.....

[EMPLOYEE]

.....

Date

Schedule 1 [Benefits]

[INSERT DETAILS]

Schedule 2 [Training]

[INSERT DETAILS]