

EMPLOYMENT RIGHTS

Working and Living in Singapore

Your employer must give you a set of Key Employment Terms (KETs) in writing. The KETs must contain information on your agreed employment terms and conditions, including:

- Salary, date of salary payment, and entitlement to overtime pay.
- Working arrangements, such as working hours and rest days.
- Paid leave entitlements (including annual leave, sick leave and public holidays) and medical benefits.

If you have any concerns in the following areas, please report to **MOM** or the **Tripartite Alliance for Dispute Management (TADM)** as early as possible. TADM is located at MOM Services Centre.

(a) Payment of Salary/Overtime Pay



- 1 You should open a personal bank account in Singapore and request your employer to credit your salary to the bank account. This will reduce any payment dispute with your employer. Your employer must pay your salary via direct transfer into your bank account if you request them to do so.



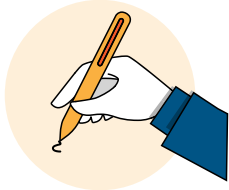
- 2 Your employer must pay you your salary at least once a month, and within 7 days after the end of the salary period. Any salary period agreed between you and your employer should not exceed one month.



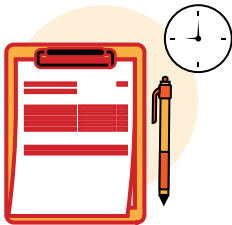
- 3 If you have worked overtime during the month, your employer must pay you for any overtime at least once a month and within 14 days after the end of the salary period.



- 4 Your employer is not allowed to reduce your basic salary, fixed allowances or increase your fixed deductions from the amount stated in your IPA letter without your written consent.



- 5 Your salary can only be changed if you agree and your employer does the following:
- **Seek your consent in writing.**
 - Notify MOM.
 - Issue you an itemised pay slip with the adjusted salary.



- 6 Your employer must issue you your pay slip at least once a month and within 3 working days after a salary payment is made. The pay slip must include a breakdown of the salary payment(s), such as the basic salary, allowances, deductions, overtime hours worked and overtime pay.

You should keep records of itemised pay slips and time sheets.



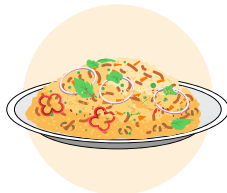
- 7 Do not sign any blank documents or documents that you do not understand or do not agree with. You should approach MOM if your employer asks you to sign any blank documents, such as payment vouchers or pay slips. In general, employees who do not come forward early may have difficulty proving their claims to be valid.

(b) Salary Deductions

- Your employer cannot make deductions from your salary. They can only do so if:



You were absent from work without your employer's consent.



Your employer has paid for meals that you requested for.



Your employer has paid for housing/accommodation, amenities and services that you accepted.



Goods or money entrusted to you was lost or damaged (one-off deduction only).



You gave written consent to the deduction (you can withdraw your consent any time before the deduction is made).

- If a salary deduction is made, your employer cannot deduct more than 50% of your total salary in any single salary period. This does not include deductions made for:
 - Your absence from work.
 - Recovering advances, loans or over-payment of your salary.
 - Paying any co-operative society for which you had given your written consent.

(c) Hours of Work and Overtime

- Your contractual work hours should not exceed 8 hours a day or 44 hours a week unless you perform shift work. Working hours do not include breaks allowed for rest, tea and meals. All work in excess of your contractual working hours shall be considered as overtime work. You can claim overtime pay which is 1.5 times your hourly basic pay.
- If you perform shift work, the agreed working hours must not exceed an average of 44 hours per week over 3 weeks. The maximum working hours per day is 12 hours, and maximum overtime per month is 72 hours.
- Your employer must record the hours of overtime you have worked. You should verify your employer's record and sign only if it is accurate. If you disagree with the record, you should clarify with your employer early and do not sign it.

To calculate your overtime pay:

STEP

1

Calculate your hourly basic rate of pay:

$$\frac{12 \times \text{Monthly Basic Pay}}{52 \times 44} = \text{HOURLY BASIC RATE OF PAY}$$

STEP

2

Calculate your hourly rate of overtime pay:

$$[\text{Hourly basic rate of pay}] \times [1.5] = \text{HOURLY RATE OF OVERTIME PAY}$$

STEP

3

Calculate your overtime pay:

$$[\text{Hourly rate of overtime pay}] \times [\text{number of hours of overtime worked}] = \text{OVERTIME PAY}$$

(d) Sick Leave

- You are entitled to be paid outpatient sick leave and hospitalisation leave if you have worked for your employer for at least 3 months. The number of days of paid sick leave that you are entitled to depends on the length of service completed, as follows:



Months of Service Completed to date	Paid Outpatient Sick Leave per year (days)	Paid Hospitalisation Leave per year (days)
3 months	5	15
4 months	8	30
5 months	11	45
6 months and thereafter	14	60

- You must inform your employer within 48 hours of your absence to be eligible for sick leave.
- Your employer must pay you your salary for the period of sick leave taken on your normal working day if you:
 - were given a medical certificate for the period of the sick leave by any doctor registered under the Medical Registration Act, and
 - have not exceeded your sick leave entitlements for that year.



(e) Rest Days and Public Holidays

- You are entitled to one rest day each week, without pay.
- Your employer cannot force you to work on your rest day, unless there are exceptional circumstances, and they must seek your agreement to work on that day.

Payment for work on a rest day is calculated as follows:

If work is done	For up to half your normal daily working hours	For more than half your normal daily working hours	Beyond your normal daily working hours
At the employer's request	1 day's salary	2 day's salary	2 day's salary + overtime pay
At the employee's request	Half day's salary	1 day's salary	1 day's salary + overtime pay

- You are entitled to 11 paid public holidays per year.
- Your employer must pay you your gross salary for the public holiday, even if you did not work on the public holiday.
- If you worked on the public holiday, your employer must pay you an extra day's basic salary for the day's work, or give you a day off in lieu or time-off (only for non-workmen earning above \$2,600).

(f) Annual Leave

- If you have worked for your employer for at least 3 months, you are entitled to paid annual leave.
- Your annual leave entitlement depends on your years of service with the employer, as shown below.

Years of continuous service	Days of leave per year
1st	7
2nd	8
3rd	9
4th	10
5th	11
6th	12
7th	13
8th and thereafter	14

- If you have not completed 12 months of continuous service, your annual leave entitlement will be pro-rated based on the number of completed months of service for that year.

Salary Claims and Employment Benefits

If you have any salary claims, and/or employment disputes against your employer, you should approach MOM or TADM as early as possible. By coming forward early, your chances of recovering your owed salary in full will be higher, and you will be given time to look for a new employer. If needed, you will get assistance with food and housing.

IMPORTANT NOTE

Your employer cannot forcibly send you back to your home country if he owes you any salary or any other payments due to you.

If you have any outstanding salary or claim, and you have been sent to the airport with no means to leave, you should approach the airport authorities at Singapore Immigration counters. You will be referred to MOM for assistance.

Your Singapore Employment Agency

Fee Cap on Employment Agency Fees

You should pay no more than 1 month of your fixed monthly salary for each year of your work permit validity or duration of employment contract, whichever is shorter, to the Singapore employment agency. The agency fee is also capped at 2 months' salary. The employment agency must issue you with itemised receipts for any fees you pay, stating the services rendered and amount collected.



Fixed Monthly Salary = Basic Monthly Salary + Fixed Monthly Allowances

EXAMPLE 1

If your work permit and employment contract are valid for 2 years, the maximum agency fees paid to the Singapore employment agency is **2 months** of your fixed monthly salary.

EXAMPLE 2

If your work permit is valid for 2 years, but your employment contract is only valid for 1 year, the maximum agency fees paid to the Singapore employment agency is **1 month** of your fixed monthly salary.

EXAMPLE 3

If your work permit and employment contract are valid for more than 2 years, the maximum agency fees paid to the Singapore employment agency is **2 months of your fixed monthly salary**.

If your Singapore employment agency has collected agency fees that exceed the fee cap, or did not issue you with itemised receipts for the fees paid, or failed to refund you in the event of a premature termination of your employment, please report to **MOM** immediately by calling **6438 5122** or approach MOM Services Centre at 1500 Bendemeer Road, Singapore 339946.

Fee Refund

If your employer terminates your employment within 6 months, you must be refunded at least 50% of the agency fees you paid to the Singapore employment agency. However, you cannot get a refund if it was your decision to terminate the employment.

The above applies only to employment agencies operating in Singapore.

MOM will not be able to help you with any dispute with your employment agency in your home country, or to recover fees paid to employment agencies in your home country.