“My first job”

A LAWWORKS Pocket Series 4

LawWorks *is a partnership between the National Trades Union Congress and Pro Bono SG that aims to educate employees on their legal rights, and to promote the interests of employees generally. This booklet is part of a* ***LawWorks*** *Pocket Series intended to provide a guide to particular areas of employment law, provide a checklist of key considerations, and point the way to avenues for further advice and assistance.*

Regular legal clinics and periodic legal primers will be conducted under ***LawWorks****. For more information on legal awareness and assistance for employees, please contact the National Trades Union Congress at: LawWorks@ntuc.org.sg or Pro Bono SG at: LawWorks@probono.sg*

Disclaimer

This booklet incorporates all the relevant laws as at 31 March 2021

CONTENTS

1. Introduction

This guide is generally for all types of employees but with some exceptions, which will be explained in the later sections. It seeks to help you acquire a better understanding of your employment contract and to inform you of your legal rights and duties as employees based on relevant law and statutes.

2. Overview

2.1 What is an "Employment Contract"?

Every employee has a contract with his or her employer. Your employer pays you and in return for payment (i.e. salaries or wages) you render your labour/service to your employer. Such an agreement between both parties is also known as an "employment contract".

Contracts need not be in writing to have legal force; but it is advisable to have your employment contract in writing so that the terms of your employment are documented. In fact, from 1 April 2016, all employers must issue key employment terms ("KETs") in writing to employees covered under the Employment Act (more on this later).

Whilst employers and employees are generally free to agree on whatever terms parties mutually desire, the Employment Act stipulates the basic terms and conditions of employment in Singapore.

2.2

What should be included in the "Employment Terms"?

The employment contract or the letter of appointment may not be the only contractual document between you and your employer. Many employers also have a staff handbook that may set out additional terms that form part of your employment contract. If your company is unionised, some terms and conditions of employment may also be included in a Collective Agreement negotiated by the employer and the union.

All employers must issue key employment terms ("KETs") in writing to employees covered under the Employment Act. Affected employees are those who:

- enter into a contract of service (more on this later) on or after 1 April 2016;
- are covered by the Employment Act; and
- are employed for 14 days or more. This refers to the length of contract, not the number of days of work.

KETs must include the items below, unless the item is not applicable. For example, if the employee is a PME (Professionals, Managers and Executives) and overtime pay does not apply, then the KETs issued do not need to include overtime period and rates.

- **Full name of employer**
- **Full name of employee**
- **Job title, main duties and responsibilities**
- **Start date of employment**
- **Duration of employment** (for fixed term employees)
- **Working arrangements;** e.g. work hours, number of work days a week, rest days, etc
- **Salary period**
- **Basic salary**
- **Fixed allowances**
- **Fixed deductions**
- **Overtime period**
- **Overtime rates**

- **Other remuneration components**
- **Types and period of leave**
- **Medical benefits**
- **Probation period** (if any)
- **Notice period**

Employers must within 14 days from the start of employment issue KETs either in soft or hard copy. Common KETs, e.g. leave policy, medical benefits, can be provided in the employee handbook or company intranet in a manner that is readily accessible and useable by the employee for subsequent reference.

Note:

"Contract of service" is an agreement between an employer and an employee, whether in writing, or oral, express or implied, where one person agrees to employ another as an employee and that other agrees to serve his employer as an employee and includes an apprenticeship contract or agreement. A contract of service should be distinguished from a "contract for services" which involves an independent contractor (such as a self-employed person) who is engaged for a fee to carry out an assignment or project.

3. Employment Act

The Employment Act ("EA") is Singapore's main labour law. The EA does not provide for all the terms and conditions of a given employment contract. Rather, it sets a minimum standard for basic terms and working conditions.

In other words, if you fall under the EA, the terms of your employment contract must be in accordance with, or more favourable than what is provided in the EA.

3.1 Are you covered by the EA?

The EA covers every employee (regardless of nationality) who is under a contract of service with an employer, except:

- seaman;
- domestic worker; and
- government and statutory board employees.

However, do note that Part IV of the EA, which provides for rest days, hours of work, overtime payments and some other conditions of service, only applies to:

- A workman (doing manual labour) earning a basic monthly salary of not more than $4,500.
- A non-executive employee who is not a workman and who earns a monthly basic salary of not more than $2,600.

Definition of a workman:

"Workman" refers to an employee who:

- *engages in manual labour (including artisans and apprentices);*
- *operates or maintains mechanically propelled vehicles used for the transport of passengers for hire or for commercial purposes;*
- *supervises manual workers, but also performs manual work more than half their working time;*
- *is employed as: cleaner, construction worker, labourer, machine operator and assembler, metal and machinery worker, train driver, bus driver, lorry driver, van driver, train inspector and bus inspector and workmen on piece rates in the premises of the employer.*

Part IV of the EA does not cover managers or executives.

Definition of a manager or executive:

Managers and executives are employees with executive functions and whose duties and authority may include one or all of the following:

- *formulating strategies and policies of the enterprise;*
- *managing and running the business; and*
- *direct authority in recruitment, discipline, termination of employment, performance assessment and reward (not merely providing feedback in performance appraisals)*

Managers and executives also include professionals with tertiary education and specialised knowledge or skills whose employment terms are like those of managers or executives. For example, advocates and solicitors, chartered accountants or practicing doctors and dentists.

If you are not covered under Part IV of the EA, the terms of your employment on the above matters are as stated in the employment contract between you and your employer.

3.2

Basic Terms in Employment Act

This section discusses the basic terms that are governed by the EA.

Terms which apply to all employees covered under the Employment Act:

Salary [sections 20 and 21 of the EA]

Your salary must be paid at least once a month (not necessarily on the first day of a calendar month) and within the first 7 days after the end of the salary period. Salary for overtime work must be paid within 14 days after the end of the salary period.

All salary must be paid in legal tender and be paid into your personal or joint bank account or by cheque to you.

Deductions [sections 26 - 32 of the EA]

No deductions other than those allowed under the EA or ordered by the Court, can be made by the employer. The deductions from salary allowed under the EA are:

- absence from work;
- damage to or loss of goods expressly entrusted to you for custody or for loss of money which you are accountable for, where the damage or

loss is directly attributable to your neglect or default;

- for housing accommodation, amenities and services supplied by your employer at your request and with your written consent;
- recovery of any advance, loan or unearned employment benefit, or for the adjustment of any overpayment of salary;
- employee's CPF contributions;
- to any registered co-operative society with your written consent; and
- for other purposes which you consent in writing (note: your employer must allow you to withdraw your written consent at any time before the deduction).

The maximum deduction amount in respect of any one salary period is 50% of your total salary but does not include deductions for absence from work, deductions made with the employee's consent to any co-operative society, recovery of loans and payments made with the consent of the employee.

Within the 50% cap, deductions for accommodation, amenities and services; and the repayment of a loan shall each not exceed 25% of the salary payable to you in respect of one salary period.

For deductions for damage or loss caused to the employer by you, such deductions should not exceed 25% of the salary payable to you in respect of one salary period, and should not be made until and unless you have been given the opportunity to show cause against such deduction.

Payment upon ending one's employment [sections 22 and 23 of the EA]

If your employer terminates your contract of service (i.e. you are dismissed), your employer shall pay the total salary and/or any sum due to you on the day of dismissal or if this is not possible, within 3 days of the end of your employment.

If you terminate your employment without giving notice or if you had given notice but terminate your employment before the expiry of the notice period, you should be paid within 7 days of the end of your employment.

If you give due notice, your salary must be paid to you on the day that your employment ends.

Working hours and shift work [sections 38 - 40 of the EA]

Under the Employment Act, "hours of work" is the period during which an employee is expected to carry out the duties assigned to him by his employer. It does not include any intervals allowed for rest, meals and tea break.

- If you are a non-shift worker who works 5 days or less a week, your hours of work cannot be more than 9 hours a day or more than 44 hours a week.
- If you are a non-shift worker who works more than 5 days a week, your hours of work cannot be more than 8 hours a day or more than 44 hours a week.
- If you are a shift worker, your hours of work cannot be more than an average of 44 hours a week over any continuous period of 3 weeks subject to a maximum of 12 hours a day. This means that if you are a shift worker, your employer cannot make you work for more than 12 hours a day under any circumstances.
- You are allowed to have a rest period after working continuously for 6 hours. However, if the nature of your work is such that it must be done continuously, then you must have a 45-minute break within 8 hours.
- All work in excess of the above hours is considered as overtime work.

Overtime [sections 38 - 40 of the EA]

Overtime has to be paid if an employee is required to work beyond his contractual hours of work.

An employee is not allowed to work for more than 12 hours in a day (inclusive of overtime work) except in the following circumstances:

- an accident, actual or threatened;
- work which is essential to the life of the community;
- work which is essential to national defence or security;
- urgent work to be done to machinery or plant;
- or an interruption of work which was impossible to foresee.

You cannot do overtime work for more than 72 hours a month. However, if your employer requires you to work more than 72 hours of overtime in a month, he can apply to the Commissioner for Labour, Ministry of Manpower, for an exemption. The application must be made at least 3 months before the overtime work starts.

If you work overtime, you should be paid at least 1.5 times your "hourly basic rate of pay".

Payment for overtime work must be made within 14 days after the last day of the salary period that the said overtime work was performed.

Rest days [sections 36 and 37 of the EA]

You are entitled to have at least one whole rest day (midnight to midnight) a week (a continuous period of 7 days starting from Monday and ending on Sunday) without pay. The rest day shall be on a Sunday or any other day as rostered and informed by your employer before the beginning of each month.

If you are a shift worker, the employer may substitute any continuous period of 30 hours as a rest day.

Terms which apply to all employees covered under the EA

Annual leave [section 88A of the EA]

If you have worked for the same employer for at least 3 months, you are entitled to a minimum of 7 days paid annual leave. The number of annual leave you are entitled to will depend on your employment contract, but should not be less than the following:

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

Do note that if you are an employee covered under Part IV of the Employment Act, your employer must allow you to carry forward any unused annual leave to the next 12 months, to be used within the said period, otherwise it can be forfeited.

Public holiday [section 88 of the EA]

You are entitled to 11 paid public holidays per year.

If a public holiday falls on a non-working day, you are entitled to another day off or one extra day's salary in lieu of at the gross rate of pay.

If you are asked to work on a public holiday (or the day after a public holiday if the public holiday falls on a rest day), you should be given an extra day's salary at the basic rate of pay.

Sick leave [section 89 of the EA]

You are entitled to paid outpatient sick leave and paid hospitalisation leave if you meet the qualifying conditions:

- You are covered under the Employment Act
- You have served the employer for at least 3 months;
- You have informed or attempted to inform the employer of your absence within 48 hours

The number of days of paid sick leave you are entitled to depends on your service period. If you have worked for less than 6 months, your entitlement is prorated.

Minimum number of days of sick leave to be provided:

No. of months of service completed	Paid Outpatient non-hospitalisation leave (days)	Paid hospitalisation leave* (days)
3 months	5	15
4 months	8	30
5 months	11	45
6 months	14	60
Thereafter	14	60

**inclusive of paid outpatient sick leave*

Paid outpatient sick leave:

To qualify for paid sick leave, you must be certified to be unfit for work by a medical practitioner registered under the Medical Registration Act or Dental Registration Act

Paid Hospitalisation Leave:

Paid hospitalization leave is intended to cover the period that a doctor deems that you require hospital care (i.e. you are either warded or have undergone day surgery, or when you are not hospitalized but require bed rest, further rest or treatment after being discharged from hospital).

To qualify for paid hospitalization leave, you must be:

- warded in a hospital as an in-patient or for day surgery
- quarantined under any written law
- certified by a medical practitioner who can admit patients into an approved hospital,

including medical practitioners from national specialty centres and ambulatory surgical centres to be ill enough to require hospitalization or to require rest or further treatment after being discharged.

However, your employer will not be obliged to grant you paid outpatient sick leave or hospitalisation leave if you are seeking medical treatments for cosmetic purposes.

If you fail to duly notify or attempt to notify your employer or if the sick leave is not duly certified, you will be deemed to be absent from work without permission or reasonable excuse.

Reimbursement of medical expense

- If you have worked for at least 3 months, your employer is legally obliged to bear the medical consultation fee if it results in at least one day of paid sick leave and if it arises from a medical certificate given to you by a public medical institution or doctor appointed by your company.
- However, your employer will not be obliged to reimburse medical consultation fees for cosmetic procedures.
- For other medical costs, such as medication, treatment or ward charges, your employer is obliged to bear such costs depending on the medical benefits provided for in your employment contract, or in the collective agreement signed between the company and the union.

Salary of employees on sick leave

- If you are on paid outpatient sick leave, your employer has to pay you at your gross rate of pay, excluding any allowance payable in respect of shift work.
- If you are on paid hospitalisation leave, your employer has to pay you at your gross rate of pay.

Note:

Gross rate of pay is the total amount of money including allowances which an employee is entitled to under his employment contract for working for a period of time. However, it does not include:

- *additional payments (overtime, bonus, annual wage supplements);*
- *reimbursement of special expenses incurred by the employee during the course of employment;*
- *productivity incentive payments; and*
- *travel, food or housing allowances.*

Note:

Basic rate of pay is the total amount of money (including wage adjustments and increments) which an employee is entitled to under his employment contract for working for a period of time. It does not include:

- *additional payments (overtime, bonus, annual wage supplements);*
- *reimbursement of special expenses incurred by the employee during the course of employment;*
- *productivity incentive payments; and any allowance however described.*

Sick leave on rest days, public holidays, etc.

You are not entitled to paid sick leave on the following occasions, even if you are given medical leave by the doctor:

- Rest days
- Public Holidays
- Non-working days
- During Annual Leave
- During No-pay Leave

4. TERMINATION OF EMPLOYMENT

The employment contract will be in force until either you or your employer wants to end the employment relationship. This section sets out the various methods in which an employment contract may be terminated by either party.

4.1

Termination by Employee – Resignation giving notice

Where the EA applies, employment contracts can be terminated without reason as long as due notice is given.

If you wish to resign, the resignation must be in writing. Your notice period includes the day on which notice of termination is given and includes public holidays, rest days and non-working days.

The length of the notice period is as agreed according to the employment contract and must be the same for both you and your employer. In the absence of any notice period specified in your employment contract and where the EA applies, the following minimum notice periods will apply:

Length of service	Minimum Notice period
Less than 26 weeks	1 day
26 weeks to less than 2 years	1 week
2 years to less than 5 years	2 weeks
5 years and above	4 weeks

Both parties may also agree to waive the notice period by mutual consent. Such waiver should be done in writing.

Once your notice of termination is given, your employer must accept it and cannot refuse.

Note:

Some contracts may contain a clause that require you to pay a monetary compensation for terminating the contract before a stipulated period. Such terms are typically found in employment contracts where employees have had to undergo significant training or in scholarship bonds.

The monetary compensation that is payable must be a genuine pre-estimate of the loss that will be suffered by the employer as a result of the employee leaving before the stipulated period. If the monetary compensation is more than a genuine pre-estimate, it may be found to be a penalty. Such penalty clauses are void and cannot be enforced against you.

Termination by Employee – Termination without notice

Termination without notice (paying salary-in-lieu of notice):

A contract may expressly provide that employment may be terminated by payment of salary in lieu of notice. However, even if not expressly provided for, either you or your employer is entitled to terminate the contract without notice by giving payment in lieu of notice.

Termination without notice (due to repudiatory breach by employer):

Where your employer willfully breaches a condition of contract, you may terminate the contract without notice, and claim compensation in lieu of notice.

For instance, if your employer fails to pay your salary within 7 days after it is due, or if you feel that you have been asked to do something that involves danger, violence or disease that is not included in the contract of service, you may leave your employment without giving notice.

It is advisable to seek advice from a lawyer, the Ministry of Manpower or your union (if you are a union member), before doing so.

4.2

Termination by Employer – giving notice

Your employer has the contractual right to terminate your employment giving notice, in accordance with the terms of your employment contract.

In the absence of any notice period specified in the employment contract and where the EA applies, the minimum notice periods (as stated previously in Section 4.1) will apply.

Termination by Employer without notice – Dismissal on grounds of misconduct

Where you have committed a repudiatory breach of the employment contract, your employer may summarily dismiss you (i.e. terminate your employment contract without notice or without salary in lieu of notice).

The Tripartite Guidelines on Wrongful Dismissal provide that misconduct is the only legitimate reason for dismissal without notice. Misconduct includes but is not limited to theft, dishonest or disorderly conduct at work, insubordination, and bringing the company into disrepute. Your employer bears the burden of proving that ground

for dismissal.

Where you have been accused of committing an act of misconduct, your employer should inform you of it, and conduct a formal inquiry before deciding to dismiss you or taking any disciplinary action against you. You should be given the opportunity to present your case, and the person hearing the inquiry should not be in a position which may suggest bias. Your employer may also suspend you from work during the inquiry for a period of not exceeding one week or such longer period as the Commissioner for Labour may permit. You should be paid at least half of your salary during the period of suspension.

Dismissal without just cause by Employer

The Tripartite Guidelines on Wrongful Dismissal provide that the following instances of dismissal are wrongful:

- dismissal on discriminatory grounds based on age, race, gender, religion, marital status and family responsibilities or disability;
- dismissal to deprive an employee of benefits or entitlements; and
- dismissal to punish an employee for exercising an employment right.

If you are a union member, and you consider that you have been dismissed without just or sufficient cause (with or without notice) by your employer, you may **within 1 month** of the dismissal through your union, make representations in writing to the Minister to be reinstated, in accordance with the Industrial Relations Act (Cap. 136).

If the Minister is of the view that the dismissal is without just cause or excuse, the Minister may direct your employer to:

(a) reinstate you in your former employment and to pay you an amount that is equivalent to the wages that you would have earned had you not been dismissed by your employer; or

(b) to pay such amount of wages as compensation.

If you are not a union member, you may file a wrongful dismissal claim at the Tripartite Alliance for Dispute Management (**"TADM"**) **within 1 month** from the last day of your employment.

If the wrongful dismissal claim cannot be resolved at TADM, it will be referred to the Employment Claims Tribunals (**"ECT"**). If the ECT decides that a dismissal is wrongful, your employer may be ordered to do one of the following:

- reinstate you to your former job and pay you for any income loss due to the wrongful dismissal; or
- pay you a sum of money as compensation.

Note:

Employees who are managers and executives and not union members, who were dismissed with notice or salary in lieu of notice can only file a wrongful dismissal claim if they have served the employer for at least 6 months.

Termination by Employer without notice – Employee's failure to attend work

If you are absent from work continuously for more than 2 working days without informing or attempting to inform your employer of the reason or without approval or reasonable excuse, your employer can terminate the employment without notice.

5. Retrenchment

Irrespective of whether the EA applies, an employee is not mandatorily entitled to retrenchment benefits under Singapore law, unless his or her employment contract or an applicable collective agreement so provides. If an employee works in a unionized company, retrenchment benefits may be provided for in the collective agreement, or otherwise negotiated between the union and the company.

The Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment (the "**Tripartite Advisory**") provides guidance to companies on the implementation of their retrenchment exercise in a responsible and sensitive manner; bearing in mind the impact of retrenchment on the affected employees.

The Tripartite Advisory is periodically updated depending on the situation.

5.1 Retrenchment Benefits

While employers are not mandated by law to grant affected employees any retrenchment benefits if such benefits are not provided for in

the employment contract or collective agreement, the Tripartite Advisory nonetheless strongly urges employers to practice responsible retrenchment.

The Tripartite Advisory recommends the following:

Eligibility for retrenchment benefits:

- Employees with 2 years' service or more are eligible for retrenchment benefits.
- Those with less than 2 years' service be granted an ex-gratia payment.

Quantum:

- The quantum of retrenchment benefit will be what is provided in the employment contract or a collective agreement.
- If there is no provision in the employment contract or there is no collective agreement, the quantum is to be negotiated between the employer and the employees. If the company is unionised, the union and the employer will negotiate the quantum.
- The prevailing norm is a quantum of between 2 weeks' to 1 month's salary per year of service, taking into consideration the industry norm and the financial standing of the company. For unionised companies, the quantum stipulated in the collective agreement is usually 1 month's salary per year of service.

6. Restrictive covenants/ Restraint of trade clauses

Restrictive covenants are conditions that apply even after an employment relationship has been ceased between an employer and employee. Such provisions are commonly found in the employment contract issued by an employer and they usually involve restricting the former employee from:

- competing with the former employer
- soliciting customers of the former employer; and/or
- soliciting other employees of the former employer

The starting point is that restrictive covenants are void or invalid, **unless** they are reasonable in the interest of the parties and reasonable under public policy. The Court will strike a balance between the right of the parties to make a bargain of their choice, and the right of an individual to earn a living using his knowledge and skills in a free market.

Whether a restrictive covenant is deemed reasonable will depend on a number of factors. These factors include:

- the length of time of the restriction – the longer it is, the more unreasonable it is likely to be;

- the geographic scope of the restriction – if it covers an area outside of the employee's work, there is a greater chance that it will be found to be unreasonable; and
- the nature of the employee's work – if the restriction covers areas outside of the work the employee had performed, there is a greater chance that it will be found to be unreasonable.

Some contracts also have terms that protect an employer's confidential information or trade secrets.

Well-drafted restrictive covenants may be upheld by the Court after the employment contract has come to an end. Employees should therefore take note of such clauses in their employment contracts and seek legal advice if they intend to take any actions after leaving their employment which may potentially breach such clauses.

7. Changing terms of employment contract

Both the employer and employee are bound by the contract of service that was signed at the beginning of employment. This contract cannot be amended or changed without the consent of both parties concerned.

If the employer would like to amend the terms and conditions of employment as stated in the employment contract, the employer will need to negotiate with the affected employees or their union, if circumstances require. Do note however that some employment contracts may contain clauses allowing the employer to unilaterally make changes to the employment terms. There may also be some other terms contained in other documents (such as the staff handbook) which may be varied from time to time.

Employees who do not agree to the changes should raise their objections directly to the employer for negotiation.

Ultimately, if there is no agreement reached on the changes to the employment contract, either party can choose to terminate the contract of service by giving the appropriate notice or payment in-lieu

of notice. Otherwise, you could be deemed to have accepted the revised terms of employment.

The law also states that for changes to be valid there must be an additional exchange of rights and duties. Some examples of common changes are salary increases and promotions. Promotions can also involve changes in job scope and responsibility.

8. TRANSFER OF EMPLOYMENT

In certain situations set out in Section 18A of the Employment Act, your employer can transfer your employment to another company because of restructuring. The new employer will take over your employment contract on the existing terms.

The transfer shall not operate to terminate your contract of service, but the contract of service shall have effect after the transfer as if originally made between yourself and the transferee company.

Any period of employment with your organization at the time of transfer shall count as a period of employment with the transferee company, and the transfer shall not break the continuity of the

period of employment.

The union and/or the employees should be notified of the transfer before it occurs.

Disputes during a transfer

If disputes arise, you and your employer should negotiate the terms of the transfer. If an agreement cannot be reached on the terms, both parties have the right to terminate the employment with notice. If your company is unionized, please approach your union for assistance.

9. Probation

Both a confirmed employee and one on probation are considered as employees in the eyes of the law. An employment contract between an employer and its employee may specify the reduced benefits of an employee on probation. Such provisions are lawful so long as the legal minimum is complied with. For example, employees are entitled to annual leave and sick leave after a minimum service period (3 months) regardless of whether they are on probation or confirmed. Usually, the main difference is the amount of notice needed to terminate during probation.

10. Other benefits

The law does not provide for a minimum level of benefits for matters such as bonus, travel insurance and reimbursement of other medical and insurance coverage. It is therefore important to ensure that such additional benefits (if any) are stated clearly in your employment contract, collective agreement or employee handbook.

11. The common law – implied terms

The common law implies certain duties and rights into every employment contract.

11.1

An employer's duties include:

- duty to pay salary
- duty to take reasonable care of the employee's safety (physical or otherwise)
- duty of mutual trust and confidence
- duty to reimburse for expenses properly incurred when carrying out duties

11.2

An employee's duties include:

- duty to obey lawful and reasonable instructions
- duty of competence
- duty of care
- duty of good faith and fidelity (loyalty)

12. Other Relevant Laws

12.1 Child Development Co-Savings Act ("CDCA")

The CDCA provides for maternity and other childcare benefits, including government-paid maternity leave, childcare leave, adoption leave, extended childcare leave, shared parental leave, paternity leave and unpaid infant care leave. It covers all parents of Singapore citizens who meet the qualifying criteria, including managerial and executive staff, regardless of their salary.

12.2 Compulsory Military Service Leave

Most male employees who are Singapore citizens are required to attend reservist military training on occasion and must be allowed leave to attend such training. The Enlistment Act requires all affected employees to be paid their regular wages during training.

12.3

The Central Provident Fund Act

Central Provident Fund ("**CPF**") is a statutory social security savings system. Employers must register with the Central Provident Fund Board ("**Board**) and advise the Board when it hires a new employee as well as when an employee leaves its employ.

Every employer is required to pay CPF contributions for Singaporeans or permanent residents of Singapore earning more than S$50.00 a month. Employers can recover the employee's share from an employee's salary for the contribution if the employee earns more than S$500 per month. Employers are prohibited from requesting their employees to waive CPF contributions. All CPF contributions must conform to the rates stipulated in the CPF Act, based on the employees' wages and age.

CPF is also payable on additional wages such as bonuses, incentives, commissions or awards.

CPF does not apply to foreigners on an Employment/Professional Visit Pass or Work Permit. However, once the foreigner is granted permanent residency, CPF is payable.

12.4

The Workplace Safety and Health Act

The Workplace Safety and Health Act requires employers to take reasonably practicable measures to ensure a safe work environment, including putting in place safety measures and safe procedures for workplace activities.

13. Employment Disputes

13.1 Tripartite Alliance for Dispute Management (the "TADM")

The TADM was jointly set up by the Ministry of Manpower, National Trades Union Congress and Singapore National Employers Federation to provide advisory and mediation services to help employees and employers manage employment disputes amicably.

Salary and dismissal-related claims
TADM provides mediation services for both salary-related claims and wrongful dismissal claims.

Timelines for filing claims
For salary-related claims:

- If you have left your company, within 6 months after your last day of employment. Your claims cannot be earlier than 1 year from your last day of employment.
- If you are still with your company, within 1 year after when the dispute arose.

For wrongful-dismissal claims:

- Within 1 month from your last day of work.
- If you feel that you have been wrongfully dismissed without being paid your maternity benefits, you must file your claim within 2 months of the birth of your child.

13.2

Employment Claims Tribunals (the "ECT")

The ECT was established to provide employees and employers with a speedy and low-cost forum to resolve their salary-related disputes and wrongful dismissal disputes.

To bring a claim before the ECT, parties must first register their claims at the TADM for mediation. Mediation at the TADM is compulsory and only disputes which remain unresolved after mediation at the TADM may be referred to the ECT.

13.3

Tripartite Mediation Framework

If you are a union member in a non-unionised company , you will be able to rely on the Tripartite Mediation Framework to resolve a range of employment issues including the following:

- employment statutory benefits (e.g. salary arrears, overtime pay, public holiday and rest day pay, maternity and other leave);
- re-employment issues;
- breach of individual employment contracts;
- payment of retrenchment benefits; and
- wrongful dismissal issues.

14. Checklists

The Employment Act ("EA") sets out some minimum employment standards.

Does the Employment Act ("EA") apply to you?	Present (✓)
I am an employee An employee can be employed in the following terms: • Full-time • Part-time • Temporary • Contract An employee can be paid on the following bases: • Hourly • Daily • Monthly • Piece-rated Note: If you work less than 35 hours a week, you are covered by the Employment of Part-Time Employees Regulations.	
My contract was made in Singapore	
I am not a seaman, domestic worker, statutory board employee or civil servant.	

If you have ticked all of the above, you are probably covered by the EA. If you are not

covered by the EA, your terms and conditions of employment will be according to your employment contract.

Part IV of the EA providing for rest days, hours of work and overtime pay only applies to certain employees.

Does Part IV of the Employment Act ("EA") apply to you?	Present (✓)
I am • a workman (doing manual labour) earning a basic monthly salary of not more than S$4,500; or • not a workman but I am covered by the EA and earn a monthly basic salary of not more than S$2,600.	
I am not a manager or executive.	

If you have ticked all of the above, Part IV of the EA probably applies to you.

The Child Development Co-Savings Act ("CDCA") also provides for some minimum employment standards.

Does the Child Development Co-Savings Act ("CDCA") apply to you	Present (✓)
I am an employee	
I have served my employer for at least 3 months	
I have children, or will have a child, who is a Singapore citizen	

If you have ticked all of the above, provisions of the CDCA may apply to you.

Check your Contract: If you are not covered by the EA or the CDCA, it is important to make sure that your employment contract or the employee handbook addresses these topics:

Topic	Addressed (✓)	Covered In EA	Covered In CDCA
Start date		Yes	No
Appointment		Yes	No
Job scope		Yes	No
Salary		Yes	No
Bonus		No	No
Hours of work		Depends *	No
Annual Leave		Yes	No
Sick Leave		Yes	No
Maternity Leave		Yes	Yes
Paternity Leave		No	Yes
Adoption Leave		No	Yes
Childcare Leave		Yes	Yes
Extended Childcare Leave		No	Yes
Infant Care Leave		No	Yes
Probation		Yes	No
Termination		Yes	No
Retrenchment		No	No
Other Benefits		No	No

*Applies only to:

- a workman earning not more than S$4,500 a month, or
- a non-workman (who is not an executive) earning not more than S$2,600 a month.

For more assistance / information

- If you are a union member, you may:
  - approach NTUC at NTUC Centre, 1 Marina Boulevard, #B1-01, Singapore 018989
  - email: membership@ntuc.org.sg
  - Visit the NTUC portal at: www.ntuc.org.sg

- You may also:
  - approach Pro Bono SG at 1 Havelock Square #B1-18 State Courts, Singapore 059724.
  - call the general line at 6536 0650
  - email to help@probono.sg

For more information on legal clinics and assistance for the community, please visit: https://probono.sg/get-legal-help/legal-guidance

Do note that the volunteer lawyers at the legal clinics only provide basic legal guidance during a 20-minute session and will not take action for you, nor represent you during the consultation or in any future legal proceedings.

LAWWORKS

A PARTNERSHIP BETWEEN

ntuc
National Trades Union Congress

PRO BONO SG

JUSTICE FOR ALL