

ANNEX A – Sharing of SHN and related COVID-19 tests costs between employers of migrant workers on work permits

Facilitate the sharing of Stay-Home Notice (SHN) and related COVID-19 tests costs between employers of work permit holders

The following Licence Conditions #18, #18A and #18B will take effect from 8 September 2021 (in respect of FDW Employers) and from 12 November 2021 (in respect of Employers of non-domestic work permit holders¹).

- 18 The licensee will inform the employer who intends to transfer the work permit holder (“Employer A”) and the employer to whom the work permit holder will be transferred (“Employer B”) (together, the “Employers”) that they may share the cost of the work permit holder’s stay at the Stay-Home Notice (SHN) facility² and the cost related to COVID-19 tests³ for the work permit holder’s entry into Singapore, if the work permit holder is transferred within twelve (12) months from his or her SHN completion date.
- 18A Where the Employers intend to share such costs, the licensee will do all of the following:
- (a) explain to the Employers, the criteria and guidelines for the sharing of such costs as specified by the Controller of Work Passes in MOM’s website (**Annex G1** in respect of FDW Employers and **Annex G2** in respect of Employers of non-domestic work permit holders);
 - (b) recommend to the Employers that they follow the said guidelines on how to share such costs; and
 - (c) ensure that the Employers sign a written agreement, and recommend to Employers to use the agreement template in **Annex G3**.
- 18B The licensee will retain documentary proof that the licensee had fulfilled the requirements imposed under Licence Conditions #18 and #18A (including but not limited to, electronic correspondences with the Employers) for one (1) year from the date of the signed written agreement between the Employers. The licensee will furnish such documentary proof as and when requested by the Ministry of Manpower.

¹ For the purposes of Licence Conditions #18, #18A and #18B and Annex G2, “non-domestic work permit holders” refers to work permit holders who are not FDWs.

² This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

³ These refer to the cost of related COVID-19 testing such as the polymerase chain reaction, serology and antigen rapid tests.

Annex G2 - Criteria and Guidelines for Sharing of Stay-Home Notice and Related COVID-19 Tests Costs between Employers of Transfer Non-Domestic Work Permit Holders

Criteria on when costs can be shared

An employer who had paid for the costs of his/her non-domestic Work Permit Holder's (WPH) stay at a Stay-Home Notice (SHN) facility⁴ and related COVID-19 tests, and who agrees for the WPH to be transferred to a new employer, can share such costs with the new employer if:

- (a) the WPH is transferred within twelve (12) months from his/her SHN completion date;
- (b) the amount of the costs shared is not more than the amount that the current employer had paid for; and
- (c) both the current and new employers sign a written agreement which must be retained for one (1) year from the agreement date and furnished to MOM on request. Employers can use MOM's template provided herein for the written agreement.

Guidelines on how to share costs

For employers who agree to share costs, MOM advises that the current employer bears the costs proportionate to the duration that the WPH worked for him/her within the 12-month period.

Employers who are using the services of an employment agency (EA) for the transfer of the WPH should approach the EA for assistance in facilitating the cost sharing.

Please refer to the two examples below:

Scenario A

WPH worked for Employer A for 6 months, and is then transferred to Employer B

- Employer A paid S\$1,800* for the costs.
- If Employers A and B agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month:
 - Employer A should bear S\$900 of the costs ($S\150×6 months) for the 6 months that the WPH worked for Employer A.
 - Employer A may recover from Employer B the balance of S\$900 ($S\150×6 remaining months).
- Alternatively, Employers A and B can agree to pro-rate by the number of calendar days.

** \$1,800 is an example and the shared costs may vary, depending on the prevailing SHN requirements and border control measures.*

⁴ This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

Scenario B

WPH worked for Employer A for 3 months, and is then transferred to Employer B

- Employer A paid S\$1,800 for the costs.
- Employers A and B agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month.
- Employer A should bear S\$450 of the costs ($S\150×3 months) for the 3 months that the WPH worked for Employer A.
- Employer A may recover from Employer B the balance of S\$1,350 ($S\150×9 remaining months).

WPH worked for Employer B for 5 months, and is then transferred to Employer C

- Employer B paid S\$1,350 of the costs to Employer A.
- Employers B and C agree to pro-rate by number of calendar months, $S\$1,800 / 12 = S\150 per month.
- Employer B should bear S\$750 in costs ($S\150×5 months) for the 5 months that the WPH worked for Employer B.
- Employer B may recover from Employer C the balance of S\$600 ($S\150×4 remaining months).

Controller of Work Passes

Annex G3: AGREEMENT to share Stay-Home Notice (SHN) and related COVID-19 tests costs

This **Agreement** is made on *[insert date]* between the Current Employer and the New Employer of *[insert name of the employee and last 4 alphanumeric characters of FIN]* (“**Employee**”).

For the purposes of this document, “Employee” means a foreign employee holding a work permit.

The Current Employer has paid the costs for the Employee’s stay at a SHN facility⁵ and related COVID-19 tests (“**Costs**”).

The New Employer hereby agrees to pay, and the Current Employer agrees to receive, S\$_____ (“**Agreed Amount**”).

For avoidance of doubt, the Current Employer has neither received any waiver of the Costs from the Government of the Republic of Singapore, nor received from the Employee any part of the Agreed Amount (e.g. if the Employee had left Singapore for personal reason(s) and agreed to pay for any or all the Costs upon her return to Singapore). The Current and New Employer will also retain this Agreement for one (1) year from the date of this Agreement and furnish it to the Ministry of Manpower on request.

The details of the sharing of the Costs are in Appendix 1.

Signed by:

Current Employer: _____

Last 4 alphanumeric characters of NRIC/FIN:

Signature:

Signed by:

New Employer: _____

Last 4 alphanumeric characters of NRIC/FIN:

Signature:

[This section is to be completed if the transfer is facilitated by an Employment Agency (EA)]

Witnessed by:

Name of EA and EA Licence Number:

⁵ This refers to SHN Dedicated Facilities or commercially provided housing only. This includes hotels, hostels, serviced apartments and EA boarding houses.

Name of EA Personnel, EAP Registration Number and Signature:

APPENDIX 1 – Details

Details of SHN

Employee's date of completing SHN: _____

Total costs of the Employee's stay at the SHN facility and related COVID-19 tests:

S\$ _____ .

Details of employment with the Current Employer

(a) Total cost(s) of the Employee's stay at the SHN facility and related COVID-19 tests that the Current Employer paid: S\$ _____ .

(b) Number of months / days that the Employee has worked for the Current Employer:
_____ .

(c) Costs to be paid by New Employer to Current Employer (Agreed Amount):
\$ _____ .