

# **FREQUENTLY ASKED QUESTIONS ON EMPLOYMENT RIGHTS**

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## **COVERAGE**

### **1.1 Am I covered under the CPF Act and/or the Employment Act?**

If you are a Singapore Citizen / Singapore Permanent Resident (SPR) employee, you are covered under the CPF Act. The coverage applies even if you are working on a part-time/ ad-hoc/ contract basis or during your probation.

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

- Managers and executives who earn basic monthly salaries of more than \$4,500
- Seafarers
- Domestic workers
- Statutory board and government employees

In addition, Part IV of the Employment Act, which stipulates working hours, overtime pay, rest days and annual leave, applies mainly to workmen and employees with basic monthly salaries not exceeding \$4,500 and \$2,500 respectively.

## **2. SALARY**

### **2.1 I have left my company but my employer has not paid me my salary. How can I get back my salary?**

Under the Employment Act, if you had served the required notice period, your employer should have paid you your final salary on your last day of employment. If you had left employment without notice or without serving the required notice period, the final salary should have been paid within seven calendar days of your last day of employment.

If you have not been given your due salary payment, you may lodge your claim for salary arrears with the Ministry of Manpower (MOM), if you satisfy these conditions:

- (a) You are not employed in a managerial or executive position earning more than \$4,500 per month; and
- (b) The claim did not arise from more than one year from the date of lodgement; and
- (c) If the claim is for salary in lieu of notice, the claim must be lodged within six months from the date which you have left employment.

You may contact our contact centre at 6438 5122 to make an appointment with a MOM Advisory Officer. You may also report your case online at this link: <http://www.mom.gov.sg/services-forms/labour-relations/Pages/esol-individual.aspx>.

### **2.2 My employer terminated my services. When should I receive my salary?**

If you were dismissed on grounds of misconduct or the contract of service was terminated by your employer, your final salary should be paid on your last day of employment. If this is not possible, it must be paid within three working days from the date of dismissal/termination.

**2.3 My employer does not issue me a pay slip and I did not sign any employment contract. My pay is communicated verbally. Is this illegal?**

From 1 April 2016, all employers are required to issue itemised payslips to employees covered under the Employment Act.

<b>When</b>	<ul style="list-style-type: none"><li>• At least once a month.</li><li>• Given together with payment to employee or within three working days of payment.</li><li>• In the case of termination or dismissal, payslip must be given together with outstanding salary.</li></ul>
<b>Format</b>	Soft or hard copy (can include handwritten).

**Items to include**

Itemised payslips must include the items below, where applicable:

<b>Category</b>	<b>Item details</b>
Salary payment Details	<ol style="list-style-type: none"><li>1. Name of employer</li><li>2. Name of employee</li><li>3. Date(s) of payment</li></ol>
Basic Salary Details	<ol style="list-style-type: none"><li>4. Basic salary For hourly, daily or piece-rated workers, indicate all of the following:<ul style="list-style-type: none"><li>• Basic rate of pay, e.g. \$X per hour</li><li>• Total number of hours or days worked or pieces produced</li></ul></li><li>5. Start and end date of salary period</li></ol>

Allowances, Deductions and Others	<p>6. Allowances paid for salary period, such as:</p> <ul style="list-style-type: none"> <li>• All fixed allowances, e.g. transport</li> <li>• All ad-hoc allowances, e.g. one-off uniform allowance</li> </ul> <p>7. Any other additional payment for each salary period, such as</p> <ul style="list-style-type: none"> <li>• Bonuses</li> <li>• Rest day pay</li> <li>• Public holiday pay</li> </ul> <p>8. Deductions made for each salary period, such as</p> <ul style="list-style-type: none"> <li>• All fixed deductions (e.g. employee's CPF contribution)</li> <li>• All ad-hoc deductions (e.g. deductions for no-pay leave, absence from work)</li> </ul>
Overtime Salary Details	<p>9. Overtime hours worked</p> <p>10. Overtime pay</p> <p>11. Start and end date of overtime payment period (if different from salary period)</p>
Net Salary	12. Net salary paid in the month

### Keeping records

Employers must keep a record of all payslips issued.

Format	Soft or hard copy, including handwritten.
For how long?	<ul style="list-style-type: none"> <li>• For <b>current employees</b>: Latest two years.</li> <li>• For <b>ex-employees</b>: Last two years, to be kept for one year after the employee leaves employment.</li> </ul>

#### 2.4 Every month my employer pays my salary late (more than seven days after the last month) but CPF is paid on time. Is this illegal?

Your employer must pay your salary within 7 days after the end of the salary period. For example, if your salary period is 1 January to 31 January 2014, your January salary must be paid by 7 February 2014. If you have worked overtime, your employer must pay you your overtime pay within 14 days after the salary period.

### **3. WORKING HOURS**

*(This section applies mainly to workmen and employees with basic monthly salaries not exceeding \$4,500 and \$2,500 respectively.)*

#### **3.1 I am currently on probation and my employer has been asking me to do work beyond my contractual working hours. Does my employer have to pay me for overtime?**

Yes, since your employer has asked you to work beyond your contractual working hours, you are entitled to overtime payment at the rate of at least 1.5 times your basic hourly pay. This is regardless of your status of employment – whether you are on probation, or working on a part-time, casual or temporary basis.

Additionally, your contractual working hours (excluding break time) cannot exceed 8 hours in a day or 44 hours in a week.

You also cannot be asked to work beyond 12 hours, inclusive of overtime, per day. Your overtime hours cannot exceed 72 hours per month.

#### **3.2 My employer has asked me to work overtime. Can I refuse?**

Yes, you may. Although employees are encouraged to cooperate with the employer by working overtime when possible, overtime work should not be made compulsory.

Your contractual hours of work cannot be more than 8 hours in a day or 44 hours in a week. Any work in excess of these hours is considered as overtime work, and is payable at 1.5 times your basic hourly pay.

### **4. ANNUAL LEAVE**

*(This section applies mainly to workmen and employees with basic monthly salaries not exceeding \$4,500 and \$2,500 respectively.)*

#### **4.1 I am under probation. Am I entitled to any annual leave?**

If you have worked at least three months for your employer (regardless of whether you are on probation or confirmed), you are entitled to at least seven days of paid annual leave. Your entitlement increases with your number of years of service.

**4.2 What is my annual leave entitlement? Is it correct if my boss deducts my pay when I take annual leave?**

Under the Employment Act, the minimum paid annual leave entitlement is set out below

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

Your employer may offer you more paid annual leave than the minimum above. Employers should not deduct their employees' pay if the employees are entitled to annual leave.

**4.3 My company often rejects my applications for annual leave. The company also does not allow us to carry forward or en-cash our unutilised leave, so I often have to forgo my leave. Is this illegal?**

The approval of an employee's annual leave application is at the discretion of the employer. That means that an employer can choose not to approve a leave application due to insufficient manpower or the application being made during peak periods. Nevertheless, employers should exercise flexibility when granting leave, taking into consideration the employee's preference, and granting the applications whenever the situation permits.

**5. SICK LEAVE/ MEDICAL BENEFITS**

**5.1 I submitted a medical certificate and informed my employer that I am sick and unable to report for work. Can my employer still deduct my salary?**

You are entitled to paid sick leave and claim medical consultation fees if you meet these qualifying conditions:

- i. Have served your employer for at least three months; and
- ii. Have informed or attempted to inform your employer of your absence within 48 hours; and
- iii. The sick leave is certified by your company's doctor or by a government doctor (including doctors from approved public medical institutions)

Your employer also has the discretion to accept medical certificates from a private doctor or even a traditional Chinese medicine (TCM) practitioner.

The number of days of paid sick leave you are entitled to is given below:

<b>No. of months of service completed</b>	<b>Paid Outpatient Sick Leave entitlement (days)</b>	<b>Paid Hospitalisation Leave entitlement (days)</b>
3 months	5	15
4 months	$5 + 3 = 8$	$15 + 15 = 30$
5 months	$8 + 3 = 11$	$30 + 15 = 45$
>6 months	$11 + 3 = 14$	$45 + 15 = 60$

**5.2 Are employees, even those on probation entitled to medical claims?**

If the employee, even on probation has worked for at least three months, the employer is legally obliged to bear the medical examination fee, i.e. the medical consultation fee. For other medical costs, such as medication, treatment or ward charges, the employer is obliged to bear such costs depending on the medical benefits provided for in the employee’s employment contract or the collective agreement signed between the company and its union.

**6. REST DAY**

*(This section applies mainly to workmen and employees with basic monthly salaries not exceeding \$4,500 and \$2,500 respectively.)*

**6.1 My employer provides only two rest days per month. The rest days are on a fixed weekday on alternate week, and there is no replacement off-in-lieu if a rest day falls on a public holiday. Is this correct?**

Under the Employment Act, employees are entitled to one rest day each week without pay. The rest day can be Sunday or any other day of the week. For employees on shift duty, the rest day can be a continuous period of 30 hours if it is not possible to grant them one whole day off as a rest day. If a rest day falls on a public holiday, then the next working day will be a replacement paid holiday.

**6.2 My employer requests that I work on my rest day. How much should I be compensated?**

An employer cannot force his employees to work on a rest day unless under exceptional circumstances, such as when the nature of the work requires it to be carried on

continuously across successive shifts. Employees' agreement must be sought for this arrangement.

Under the Employment Act, the amount payable depends on the work duration and whether the request to work originated from the employee or employer.

	Duration of Work		
	Not more than half of daily contractual hours of work	More than half, but not exceeding daily contractual hours of work	More than daily contractual hours of work
Employee works on rest day at <u>his own</u> request	Half day's salary	One day's salary	a) One day's salary; and b) Overtime pay of at least 1.5 times basic hourly pay × number of hours beyond the contractual hours of work
Employee works on rest day at <u>employer's</u> request	One day's salary	Two days' salary	a) Two days' salary; and b) Overtime pay of at least 1.5 times basic hourly pay × number of hours beyond the contractual hours of work

## 7. PUBLIC HOLIDAY

### 7.1 My employer requests that I work on a public holiday. How should I be compensated?

Employees are entitled to 11 paid public holidays per year. If an employee works on a public holiday, he should be paid one extra day's basic rate of pay in addition to the day's gross rate of pay.

If the public holiday also falls on a rest day, the next working day will be a replacement paid holiday.

The employee must not absent himself without consent or reasonable excuse one day before or after the public holiday.

## 8. PART-TIME EMPLOYMENT

### 8.1 I am a part-time employee. Am I entitled to extra pay if I work on a public holiday?

You are considered a part-time employee if your contractual working hours is less than 35 hours per week. Under the law, employers are allowed to pro-rate the employment benefits of a part-time employee to that of a full-time employee according to the hours worked. The employee's public holiday entitlement is pro-rated based on the number of hours worked as compared to a full-time employee. The formula to compute the public holiday entitlement for a part-time employee is:

$$\frac{\text{No. of working hours per year of a part-time employee}}{\text{No. of working hours per year of a similar full-time employee}} \times \text{No. of days of public holiday of a similar full-time employee with equal length of service} \times \text{No. of working hours in a day of a similar full-time employee}$$

A part-time employee is entitled to the pro-rated public holiday payment regardless of whether it falls on his/her working or non-working day. If the employee works on a public holiday, she would be paid for the hours worked in addition to the holiday pay.

More information on part-time employment can be found at this link: <http://www.mom.gov.sg/employment-practices/part-time-employment/Pages/default.aspx>

## 9. CPF CONTRIBUTION

### 9.1 As a part-time employee, do I have to make CPF contributions? What if I earn less than \$500 per month?

Under the CPF Act, CPF is payable for all Singapore citizen/Singapore Permanent Resident employees earning more than \$50 per month. This is applicable even if you are working on part-time/ ad-hoc/ contract basis or during your probation. If you earn less than \$500 per month, you do not have to contribute the employee share of the CPF. Your CPF contributions are borne solely by your employer.

### 9.2 Is CPF paid only on my basic salary, or also on my commissions or allowances?

Besides the basic salary, CPF contribution is payable for commissions, allowances, cash incentives/awards, overtime pay and bonuses.

## 10. RESIGNATION / TERMINATION NOTICE

### 10.1 If an employee is not aware of the notice period for resignation and fails to serve the resignation notice, can the employer deduct the employee's salary or demand compensation for the notice period?

Under the Employment Act, either party to an employment contract could terminate the contract by serving the appropriate notice or by paying salary in lieu of notice to the other party.

The notice period shall be in accordance with what is spelt out in the contract of service or mutually agreed between the two parties. If the employee fails to serve the appropriate notice, the employer can deduct the employee's salary or demand compensation for the shortfall in the notice period. The term pertaining to monetary compensation for premature termination of the contract is a private contractual agreement and is not governed by the Employment Act. The Civil Court will have jurisdiction in deciding such disputes. You may wish to consult a lawyer on this matter.

Only where no such period is previously agreed, then what is set out below shall apply:

<b>Length of Service</b>	<b>Notice Period</b>
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

**10.2 If the employee did not sign an employment contract, can the employer deduct/ withhold the employee's salary and demand for compensation?**

A Contract of Service may be written or oral. If the employee fails to serve the appropriate notice in accordance with what is spelt out in the contract of service or mutually agreed between the two parties, the employer can deduct the employee's salary or demand compensation for the shortfall in the notice period.

**11. EMPLOYMENT CONTRACT**

**11.1 Can my employer change the terms in the employment contract at will after it is signed? Or would both parties' consent be required for any amendment?**

Both the employer and employee are bound by the contract of service that was signed at the beginning of employment. This contract should not 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, it would need to negotiate with the affected employees or their union. 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 could 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.

**11.2 Is it illegal for me to start work without an employment contract?**

From 1 April 2016, all employers are required to issue key employment terms (KETs) in writing to employees covered under the Employment Act.

- Who should receive written KETs?
  - All employees who are employed for 14 days or more
  - All employees who are hired on/after 1 April 2016
- When should written KETs be given?
  - Within 14 days from the start of employment
- What form can the written KETs take?
  - Can be issued in soft or hard copy
  - Common key employment terms can be provided in employment contracts, employee handbook or company intranet

KETs must include the items below, where applicable:

<b>Category</b>	<b>Item details</b>
Details of Employment	1. Full name of employer 2. Full name of employee 3. Job title, main duties and responsibilities 4. Date of start of employment 5. Duration of employment (if employees is on fixed-term contract)
Working Hours and Rest Days	6. Working arrangements (daily working hours, number of working days per week, rest day)
Salary	7. Salary period (date of payment) 8. Basic salary 9. Fixed allowances (per salary period) 10. Fixed deductions (per salary period) 11. Overtime payment period (if different from salary period) 12. Overtime rate of pay (if applicable) 13. Other salary related components(e.g. bonuses, incentives)
Leave and Medical Benefits	14. Leave entitlements 15. Other medical benefits (e.g. insurance , medical/dental benefits)
Others	16. Probation period 17. Notice period

**11.3 If terms in the employment contract violate employment rights (i.e. Employment Act, CPF Act), does the contract still hold or will it be totally void?**

If any of the employment terms is less favourable than the relevant provisions in the Employment Act and/or CPF Act, then the employment contract is illegal, null and void. The provisions in the two Acts will take precedence over any contractual term that is less favourable.

**The items below are not covered under Employment Act, as these are contractual agreements between the employer and employee:**

**12. ANNUAL WAGE SUPPLEMENT (AWS) AND PAY INCREMENT**

**12.1 Is it mandatory/ compulsory for employers to give employees annual wage supplement (AWS) i.e. 13th month?**

AWS (commonly known as the 13th month payment) is not a compulsory payment under the Employment Act. It is a contractual obligation of the employer to pay AWS if this is provided for in the employment contract or employee handbook. Otherwise, AWS payment is subject to negotiation and mutual agreement between the employer and the employee. If the contract is silent or ambiguous, it is subject to negotiation/mutual agreement between the employee and the employer.

**12.2 Are all employees entitled to annual salary/ wage/ pay increments?**

Annual salary/ wage/ pay increment is not a requirement under the Employment Act, and is subjected to negotiation and mutual agreement between the employer and the employee.