



Employment Guide for the Security Industry

Information for
Security Agencies & Security Officers

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For questions marked with a '**', this denotes mandatory aspects that employers and employees ought to be aware of with regards to the employment rights.



With increased concern over the threat of terrorism, security officers have a key role to play in Singapore. This sector is expanding and evolving rapidly. With more Singaporeans needed to join this sector, it is important that both Security Agencies (SA) and Security Officers (SO) are aware of their rights and obligations. This will allow the sector to function properly while contributing to the development of good employment practices.

The Employment Act¹ sets out the terms and conditions for employment in Singapore. This guide uses a Question and Answer format to explain the relevant provisions in layman's terms. It is specially prepared for employers, supervisors and employees working in the security sector, and is intended to be used as a reference guide. For those new to the sector, the checklists at the end of the booklet are a good place to start.

An online version of this guide is available at www.mom.gov.sg. Users are encouraged to refer to the online version to be updated on changes that may have taken place after this publication went to print.

If in doubt, further clarification can be obtained by e-mailing mom_lrd@mom.gov.sg or leaving a message at 6438 5122.

Disclaimer: The information provided in this publication is intended to provide you with a guide to employment practices in the security sector. If in doubt, please refer to the terms of the Employment Act.

¹ This guide applies primarily to unarmed security officers.

Employment Contracts

*Q1 What is a contract of service?

A contract of service creates the relationship between an employer and an employee. It is a written or oral agreement containing the terms and conditions of employment. It can be in the form of a letter of appointment/employment.

*Q2 What should be included in the contract of service?

The contract of service should state the terms and conditions of service. These should include:

- Job title and description
- Scope of work/job
- Date of appointment/commencement of work
- Basic salary and overtime payments
- Other allowances
- When salary/allowances will be paid
- Hours of work per day/Shift patterns
- Rest day
- Time for meals
- Annual Leave
- Termination of employment/dismissal for misconduct

*Q3 What are the types of employment applicable in the security industry?

The types of employment offered by employers are common to all industries and are generally categorised as full-time or part-time employment. These are defined as follows:

Full-time employee

An employee who is required under his contract of service with an employer to work for not less than 30 hours a week.

Part-time employee

An employee who is required under his contract of service with an employer to work for less than 30 hours a week.

***Q4 Is the employment of a security officer covered by the Employment Act?**

The Employment Act covers employees employed under a contract of service with an employer. Security officers would therefore fall under the Employment Act. However, if the employee is in a managerial, executive or confidential position, the Act will not apply and he would have to rely purely on his employment contract, to determine the terms of his employment.

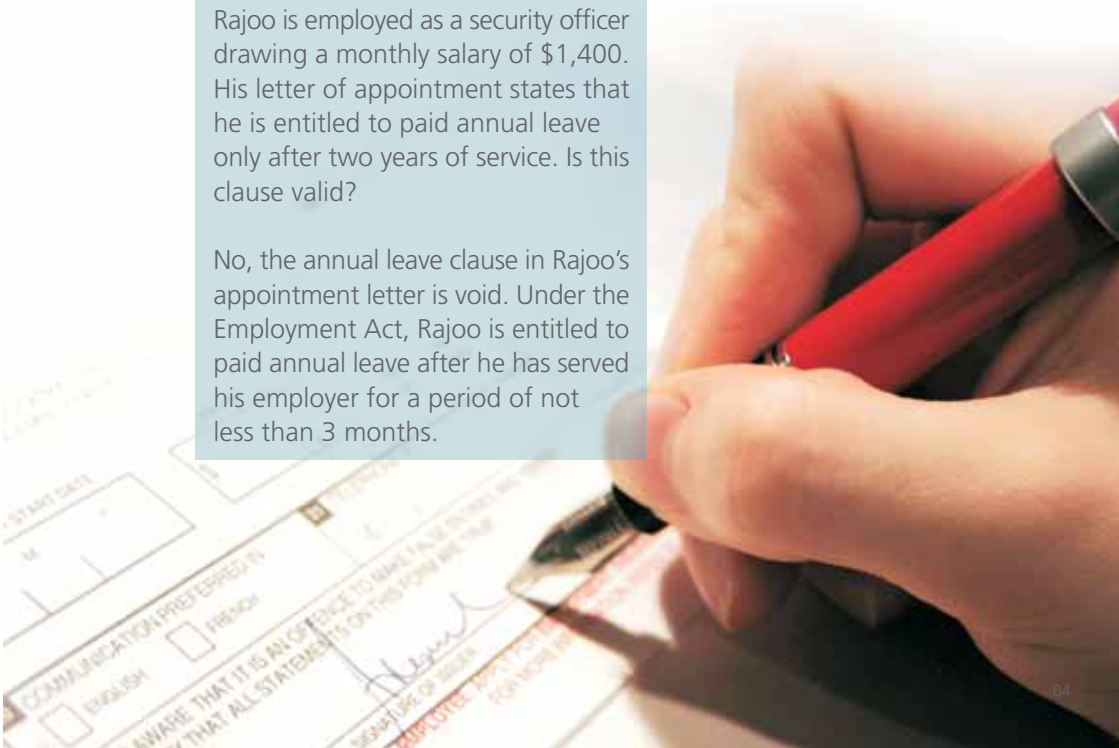
***Q5 Can the terms of employment in a contract of service be less favourable than those stated in the Employment Act?**

No. Any term which is less favourable than the relevant provisions of the Employment Act is illegal, null and void. The provision in the Act will take precedence over a particular contractual term that is less favourable.

Example:

Rajoo is employed as a security officer drawing a monthly salary of \$1,400. His letter of appointment states that he is entitled to paid annual leave only after two years of service. Is this clause valid?

No, the annual leave clause in Rajoo's appointment letter is void. Under the Employment Act, Rajoo is entitled to paid annual leave after he has served his employer for a period of not less than 3 months.



Q6 If the security officer is paid on a daily rated basis, is he a full-time staff or a casual worker?

The mode of payment of salary does not determine whether the worker is full-time staff or casual worker. It is a salary payment arrangement between the employer and his worker. The employer may decide on a salary structure based on a daily rate; or weekly rate; or monthly rate of payment. For example a full-time worker's salary can be based on a daily rate or monthly rate of pay. As for a casual worker, salary would be based on a daily rate to facilitate payment on a daily, weekly or monthly basis.

A full-time security officer is one who is required under his contract of service with an employer to work for not less than 30 hours a week. Whereas, an officer who works as a casual worker is one who is not under any contract of service with an employer. He works for a few hours in one day or the whole day with no expectation of further work or until the employer makes another arrangement.

Any security officer, so long as he is employed by the security agency, is under the coverage of the Employment Act. This includes full and part time employees as well as relief security officers. As such, they are entitled to the benefits allowed for in the provisions of the Employment Act.

Discipline

***Q7 When is a contract deemed to be broken?**

Breach of Contract

By Security Agency Failure to pay salary within 7 days after the salary is due.

By Security Officer Absence from work for more than 2 working days continuously without approval or good excuse and without informing or attempting to inform his employer of the excuse for such absence.




The party who breaks the contract will have to pay the other party salary in lieu of notice.

Example:

- (a) ABC Security Agency pays Allan's salary 12 days after the salary is due. In this case, the Security Agency has breached the contract as it fails to pay his salary within 7 days after the salary is due.
- (b) Siva fails to report for work for a continuous period of 4 days. He has also failed to seek approval or attempted to inform his employer of his absence. In this case, Siva has been absent from work for 4 days continuously and has therefore breached his contract.

In both situations, the party who broke the contract is liable to pay the other party salary in lieu of notice.



***Q8 What action can the security agency take when a security officer is guilty of misconduct?**

The security agency must hold an inquiry into the misconduct. If, after the inquiry, the security officer is found guilty of the misconduct, the security agency may:

- (a) dismiss the security officer; or
- (b) instantly downgrade the security officer (with no pay reduction); or
- (c) instantly suspend him from work without payment of salary for a period not exceeding one week.

A security officer cannot demand that the security agency conduct an inquiry before dismissing. If a security officer is dismissed without an inquiry being conducted, he may decide to exercise his rights under the Act to appeal to the Minister.

***Q9 During an inquiry, can the employer suspend the security officer from work and also not pay his salary?**

During an inquiry, the security agency may suspend the security officer from work for a period not exceeding one week in order to carry out inquiry into the alleged misconduct. However, during the period of suspension, he should be paid not less than half his salary. If the inquiry does not disclose any misconduct on the part of the officer, the agency shall restore to the officer the full amount of salary that was withheld.

During the inquiry the security officer must be told clearly what contractual breach he has committed. He must also be given sufficient opportunities to defend himself, have access to documents tendered against him and to cross-examine the witnesses, if any.

***Q10 Does an employee have any redress if he feels that he has been dismissed without just cause or excuse by his employer?**

Yes. He may within one month of his dismissal, appeal to the Minister for Manpower to be reinstated to his former employment. The appeal must be in writing and should state the reasons why he feels that he has been dismissed without just cause.

Termination

***Q11 Can the security agency or the security officer terminate a contract of service?**

Yes. The security agency or the security officer can terminate a contract of service. The party who intends to terminate the contract should give notice to the other party. Such notice must be in writing and the day on which the notice is given shall be included in the notice period.

***Q12 What should be the notice period for termination of contract?**

The notice period to be given depends on what is agreed in the contract. The length of the notice period must be the same for both parties. If no notice period is previously agreed or included in the contract, the following notice period stated in Section 10(3) of the Employment Act shall apply:

Length of Service	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 or more	4 weeks

Example:

Jason has served ABC security agency for 1 year and 10 months. He intends to resign but there is no period of notice for termination of contract in his letter of appointment. How much notice does he need to give?

Since there is no previous agreement and no notice period included in the contract, Jason can follow the provisions in the Employment Act and give 1 week’s notice to his employer.

Q13 Can either party terminate a contract of service without giving any notice?

Yes. The security agency or the security officer may do so by paying the other party a sum equal to the amount of salary which would have been earned by the employee during the required period of notice.

However, subject to mutual agreement, either party may waive the notice period without payment of salary in lieu of notice.

Example:

Peter’s contract provides the notice period for termination of contract as 1 week. He resigns without giving any notice. He therefore has to pay his employer 1 week’s salary in lieu of notice of termination.

However, if he and his employer mutually agree to waive the notice period, Peter can leave employment without serving the notice and without having to pay the 1 week’s salary.

***Q14 Can the security agency terminate the employment of a security officer without giving notice of termination and without paying salary in lieu of notice?**

Yes. The security agency may, dismiss the security officer if:

- he has been continuously absent from work for more than 2 days without prior leave or without reasonable excuse; or without informing his security agency of his absence; or
- he is, after an inquiry, found guilty of misconduct by failing to comply with the expressed or implied conditions of his employment.

Q15 Can the security agency or the security officer terminate the contract of service without completing the required notice period?

Yes. He may do so by paying the other party a sum equal to the amount of salary which would have accrued to the other party for the balance of the required notice period.

Example :

Jack is required under his contract to give 1 week's notice for termination of contract. He works 6 days a week from Mondays to Saturdays. He tenders his resignation on Tuesday but could only give 3 days' notice until Thursday.

Since Jack tendered his resignation on Tuesday, his last day of notice would be on Monday (7 days from and inclusive of Tuesday). He therefore has to pay 3 days' salary (Friday, Saturday and the following Monday) to his employer.



LETTER OF RESIGNATION

Q16 Can the security officer quit without giving notice and without paying salary in lieu of notice?

The security officer can leave employment without notice if he is called upon to do work which will endanger his safety and health and is not within the terms of his contract of service. For example:

- (a) where a security officer assigned to work at a construction site is asked to conduct security checks in a high rise building under construction without any safety gear.
- (b) where a security officer assigned to work in a chemical factory is asked to enter and carry out daily inspections under conditions of exposure to fumes without protection from gas inhalation.

Q17 Can the security officer use his annual leave to offset the notice period for termination of contract?

Yes, but he should note the following:

If he uses his unconsumed annual leave to offset the notice period, he would not be paid for this period unless his leave is approved by his employer. The approval of his leave application is at the discretion of his employer. If the leave is approved by his employer, the annual leave would be paid.

Similarly, the security agency cannot direct his security officer to go on leave during the notice period unless he consents to it.

Case Study on Security Officers who leave employment after a short stint of service

Question:

A security officer decided to resign just one month in the service of Z. Z is unhappy as he has paid for the screening process, certification courses as well as uniforms for the security officer. In addition, it would be hard for Z to find a replacement for the officer given the short notice. How can Z solve the problem of having his security officers resign after a short employment period?

Reply:

Keeping experienced officers is important for good service to be provided to customers. Any security officer who resigns is required to give sufficient notice as specified in the employment contract. Agencies facing high turnover should consider examining the reasons for the turnover. Are the officers leaving the industry entirely or just moving to a competitor. If the competition is offering better treatment, terms and conditions then Z should re-examine what his company can do to remain competitive. For some employers facing high turnover, the use of a retention bonus or benefit provides an incentive for officers to remain with their employer. Z should not be deducting fines from the security officer's salary.



Payments

*Q18 What is salary?

Salary means all remuneration including allowances payable to the security officer for work done under the contract of service. It does not include:

- (a) the value of house accommodation or quarters, supply of light, water, medical attendance or other amenities;
- (b) CPF contributions paid by the employer;
- (c) travelling or transport allowance;
- (d) allowances to defray special expenses incurred in the course of duty;
- (e) gratuity payable on discharge or retirement; and
- (f) retrenchment benefit.

The salary to be paid is subject to negotiation and mutual agreement between the employer and the security officer or the trade union representing the security officers, if any.

[The employer should state the components making up the salary in the contract of service and in the salary voucher such as:

- *Basic salary*
- *Overtime payment*
- *Allowances e.g. shift, transport, meal, uniform, laundry allowance.]*

***Q19 How often should a security officer be paid his salary?**

The salary must be paid to the security officer at least once a month. However, the security agency can pay the salary at a shorter interval, e.g. weekly, fortnightly.

All salary, other than payment for overtime work, must be paid within 7 days after the last day of the salary period.

Salary for overtime work, if not paid together with the salary, must be paid not later than 14 days after the last day of the salary period.

***Q20 How should salary be paid?**

Salary should be paid on a working day and during working hours at the place of work or at any other place agreed between the security agency and the security officer. It is advisable for salary to be paid into the security officer's personal/joint bank account.

Q21 When is salary payable to the security officer when the contract of service has been terminated?

(a) Dismissal on ground of misconduct or termination of contract of service by the security agency -

The total salary due to the security officer must be paid to him on the last day of employment. If it is not possible, it must be paid within 3 working days from the date of dismissal/termination.

(b) Termination of contract of service by the security officer -

- (i) If he has served the required notice period, the employer must pay him all his due salary on the last day of employment;
- (ii) If he leaves employment without notice or without serving the required notice period, his salary should be paid to him within 7 days from the last day of employment.

Example:

Paul resigns from his job and according to his employment contract, gives a month's notice to his employer on 16 Mar. His last day of service is on 15 Apr. Although the company's pay day is usually on the last day of each month, the employer must pay Paul his salary not later than 15 Apr if he has served his notice fully.

Deductions

* **Q22** **Can an employer make deductions from the security officer's salary?**

No deductions other than those allowed under the Employment Act can be made by the security agency. The deductions from salary allowed under the Act are:

- (a) For absence from work, based on the gross rate of pay and the actual period of absence;
- (b) For damage to or loss of goods entrusted to the security officer for his custody, or for loss of money which he is accountable for, where the damage or loss is directly attributable to his neglect or default. This is to be determined by an inquiry to be held by the security agency.

No deductions shall be made unless the security officer has been given an opportunity to explain the cause of the damage or loss and his reasons why the deductions should not be made.

Except with the permission of the Commissioner for Labour, the total amount of such **deductions must not be more than 25% of his one month's salary**, and such deductions may only be made on a once-off basis. Such deductions must be recorded in a register to be kept by the security agency.

- (c) For the cost of meals supplied by the employer at the request of the security officer.
- (d) For house accommodation or for amenities and services supplied by the employer and accepted by the security officer. Deductions must not be more than the value of the accommodation, amenity or service supplied.
- (e) For the recovery of advances, loans or adjustment of overpayments of salary. Advances may be recovered in instalments by deductions from the salary up to a maximum period of 12 months. Each instalment must not be more than 25% of the salary due to the security officer for the salary period.
- (f) For income tax payment (for non-Singaporean).
- (g) For CPF contributions.
- (h) For contributions to superannuation scheme or provident fund or any other scheme at the request of the security officer in writing. However, these schemes must be lawfully established for the benefit of the security officers and approved by the Commissioner for Labour.
- (i) For payments to any registered co-operative society with the written consent of the security officer.
- (j) For any other purpose which may be approved upon application from time to time by the Minister for Manpower.



***Q23 What is the maximum amount of deductions that an employer can make from the security officer's salary?**

The maximum amount of deductions in respect of any one salary period is 50% of his salary but this does not include deductions made for:

- (a) absence from work;
- (b) payment of income tax;
- (c) recovery of advances/loans; and
- (d) payments with the consent of the security officer, to registered co-operative society in respect of subscriptions, entrance fees, instalment of loans, interest and other dues payable.

***Q24 Does the 50% ceiling apply to the last payment of salary when the contract of service is terminated?**

No. To enable the employer to recover sums of money owed by the security officer, the deduction from his last payment of salary can be more than 50%.

Case Study on the maximum amount of deductions that can be made when contract of service is terminated

Danny works a 6 day week and earns a monthly basic salary of \$1,000. He terminated his contract of service and is due to receive his monthly salary on 31st August. After deducting \$200 as his CPF contribution and \$100 for the cost of meals and accomodation supplied by his employer, Danny's take home pay is \$700. However Danny misplaced a Wi-Fi Walkie-Talkie worth \$250 due to negligence and his employer deducted the loss from his salary.

The total amount the employer is allowed to deduct is:

\$200 (CPF contribution) + **\$100** (Cost of meal & accommodation)
+ **\$250** (for misplaced Wi-Fi Walkie Talkie) = **\$550**

This is more than 50% of his monthly salary of \$1,000.

CPF Contributions

Q25 **Is salary-in-lieu of notice subject to CPF?**

Salary-in-lieu of notice given to an employee upon termination of employment does not attract CPF contribution if the employee is released from employment with immediate effect

Q26 **Do allowances attract CPF contributions?**

Yes. Allowances, like all other cash payments due or granted to an employee for work done is considered as salary thus, attracts CPF contributions. This includes food allowance, transport allowance, overtime payment, etc.

Q27 **A security officer has served out the required notice period. Is his salary for the notice period subject to CPF?**

Yes, CPF contributions must be made by both the employer and employee for the salary earned during this notice period.

Q28 **What are the CPF rates applicable for workers in the various age groups?**

Information on the CPF contribution rates for employees are shown below:

Contribution Rates (as a percentage of wages) *

Age	Employer (%)	Employee (%)	Total (%)
50 and below	14.5	20	34.5
Above 50 to 55 years	10.5	18	28.5
Above 55 to 60 years	7.5	12.5	20
Above 60 to 65 years	5	7.5	12.5
Above 65 years	5	5	10



Calculations

Q29 What is basic rate of pay?

Basic rate of pay is the total amount of money (including wage adjustments and increments) which an employee is entitled to under his contract of service but does not include:

- (a) overtime payments;
- (b) bonus payments or annual wage supplements (AWS);
- (c) any sum paid to reimburse the employee for special expenses incurred by him in the course of his employment;
- (d) productivity incentive payments; and
- (e) any allowance however described.

Q30 When do we use basic rate of pay?

Basic rate of pay is used to calculate pay for:

- (a) work on a rest day;
- (b) work on a public holiday; and
- (c) overtime work.

For a monthly-rated employee, the basic rate of pay for 1 day is calculated as follows:

$$\frac{12 \times \text{Monthly basic rate of pay}}{52 \times \text{Average no. of days an employee is required to work in a week}}$$

For a monthly-rated employee, the hourly basic rate of pay is calculated as follows:

$$\frac{12 \times \text{Monthly basic rate of pay}}{52 \times 44 \text{ hours}}$$

Q31 What is the gross rate of pay?

Gross rate of pay is the total amount of money including allowances which an employee is entitled to under his contract of service but does not include:

- (a) overtime payments;
- (b) bonus payments or annual wage supplements (AWS);
- (c) any sum paid to reimburse the employee for special expenses incurred by him in the course of his employment;
- (d) productivity incentive payments; and
- (e) travelling, food or housing allowances.

Q32 What is the gross rate of pay used for?

Gross rate of pay is used to calculate:

- (a) payment in lieu of notice of termination;
- (b) deduction of pay for absence from work;
- (c) paid holidays;
- (d) paid annual leave;
- (e) paid sick leave;
- (f) paid maternity benefits.

For a monthly-rated employee, the gross rate of pay for 1 day is calculated as follows:

$$\frac{12 \times \text{Monthly gross rate of pay}}{52 \times \text{Average no. of days an employee is required to work in a week}}$$

Q33 What is “productivity incentive payment”?

“Productivity incentive payment” means a variable payment, whether made annually or otherwise, to an employee as a reward for:

- (a) an improvement in that employee’s performance; or
- (b) an increase in the employee’s productivity or contribution to the employer’s business, trade or undertaking.

Q34 Can certain allowances such as shift and attendance allowances be considered as productivity incentive payments and be excluded from gross rate of pay?

If the payment of the allowance incorporates features of an incentive scheme which fall within the definition of a productivity incentive payment, it could be excluded from gross rate of pay.

Shift, site and attendance allowances are paid to employees for carrying out shift duties, meeting specific work condition and keeping good attendance respectively. They do not fall within the definition of a productivity incentive payment. They are therefore part of gross rate of pay.

***Q35 What is the salary payable to a monthly-rated security officer if he does not work a complete month?**

For the purpose of calculating the salary, a 'month' or 'completed month' refers to a calendar month (i.e. January, February, etc.).

An employee may not work a complete month if he:

- (a) starts work after the first day of the month; or
- (b) leaves employment before the end of the month; or
- (c) takes no-pay leave during the month; or
- (d) takes leave of absence to perform his reservist training during the month.

In such situations, the salary payable to him is calculated as follows:

$$\text{Salary} = \frac{\text{Monthly Gross Rate of Pay}}{\text{*Total number of working days in that month}} \times \text{*Number of days the employee actually worked in that month}$$

**If the number of working hours in any working day is 5 hours or less, it shall be regarded as a half-day. If it is more than 5 hours, it is regarded as one day.*

Example 1:

Joseph works a 6-day week from Monday to Saturday. His monthly basic salary is \$1,000 and monthly gross salary (including allowances) is \$1,300.

He started work on 5 Apr 04. His salary for the period 5 to 30 Apr 04 is calculated as follows:

$$\frac{\$1,300 \text{ (Monthly gross salary)}}{26 \text{ working days in the month}} \times 23 \text{ days\#} = \$1,150$$

[i.e. 30 – (4 Sun)]

[# Joseph had worked 19 weekdays, 3 Saturdays and also entitled to the paid public holiday on 9 Apr (Good Friday)]

Example 2:

Joseph (using the information given in the above example) decided to resign in Sep 04. His last day of work was 20 Sep 04. His salary for the period 1 to 20 Sep 04 is calculated as follows:

$$\frac{\$1,300 \text{ (Monthly gross salary)}}{26 \text{ working days in the month}} \times 17 \text{ days\#} = \$850$$

[i.e. 30 – (4 Sun)]

[# Joseph had worked 14 weekdays and 3 Saturdays]

Hours of Work and Overtime Payments

*Q36 What is “hours of work”?

It is the period during which the security officer is expected to perform the duties assigned by the employer. It does not include any intervals for rest, tea break and meals.

*Q37 How many hours can the security officer be normally expected to work in a day or week?

He shall not be required under his contract of service to work more than 8 hours in a day or 44 hours in a week.

Where he is required to work not more than 5 days a week, the limit of 8 hours per day may be exceeded but he shall not be required to work more than 9 hours per day or 44 hours in one week.

If by agreement under the contract of service, the number of hours worked in every alternate week is less than 44 hours, the limit of 44 hours in one week may be exceeded in the other week, subject to a maximum of 48 hours in one week or of 88 hours in any continuous period of 2 weeks.



All work in excess of the above hours shall be considered as overtime work and the security officer must be paid at the rate of 1.5 times his hourly basic rate of pay.

***Q38 How many hours of work can a shift worker work?**

In the security industry, the security officers normally work on shift system. A shift worker may be required to work up to 12 hours a day. However, their average working hours over any continuous period of 3 weeks must not be more than 44 hours per week.

All work in excess of the average of 44 hours a week over any continuous period of 3 weeks shall be considered as overtime work and the security officer must be paid at the rate of 1.5 times his hourly basic rate of pay.

Q39 Does hours of work include break-time for tea/meals or rest?

No. Unless in the case where the nature of work is such that it must be carried on continuously.

***Q40 Is it necessary to provide a period of break during working hours?**

The security officer shall not be required to work more than 6 consecutive hours without a break. However, if the nature of work is such that it must be carried on continuously, he may be required to work 8 hours continuously but he must be given a break or breaks so that he can have his meal. The duration of the break(s) shall not be less than 45 minutes.

***Q41 Is there a limit to the number of hours the security officer can work in a day, including overtime?**

Yes. The security officer (not on shift work) is not allowed to work more than 12 hours in a day except in the following special circumstances:-

- (a) accident, actual or threatened;
- (b) work which is essential to the life of the community;
- (c) work which is essential to national defence or security;
- (d) urgent work to be done to machinery or plant; and
- (e) an interruption of work which was impossible to foresee.

An officer who is working on shift is not allowed to work more than 12 hours a day under any circumstances.

***Q42 When is overtime allowance payable?**

Overtime allowance must be paid if the security officer is required to work beyond his contractual hours of work. Payment for overtime work, if not paid together with the salary, must be paid not later than 14 days after the last day of the salary period.

Q43 What is the rate of payment for overtime work ?

The rate of payment is 1.5 times the hourly basic rate of pay.

The formula for computing the hour rate of pay is as follows:

(a) Monthly-rated employee –

$$\frac{12 \times \text{Monthly Basic Rate of Pay}}{52 \times 44}$$

(b) Daily-rated employee –

$$\frac{\text{Daily Pay at the Basic Rate}}{\text{Working Hours Per Day}}$$

Basing on the hourly rate of pay, the overtime pay for the 2 categories of employees is calculated as follows:

Hourly Basic Rate of Pay $\times 1\frac{1}{2}$ \times Number of Hours of Overtime Worked

Example:

Samy is paid a monthly basic salary of \$1,000. He is required to work 5.5 days a week for 8 hours daily from Monday to Friday and 4 hours on Saturdays. He was asked by his employer to work 10 hours on a Sunday which was his rest day. Samy's pay for work done on that Sunday is calculated as follows:

(a) For his first 8 normal working hours, he should be paid:

$$\frac{12 \times \$1,000}{52 \times 5.5} \times 2 = \$83.92$$

(b) For the extra 2 hours of overtime work, he should be paid:

$$\frac{12 \times \$1,000}{52 \times 44} \times 1.5 \times 2 = \$15.74$$

Samy should be paid a total of \$99.66 for working 10 hours on his rest day.

***Q44 What are the maximum hours of overtime work that the security officer can perform in a month?**

The security officer is permitted to work up to a limit of 72 hours of overtime in a month. However, this limit may be exceeded if exemption has been granted by the Minister for Manpower. Application for exemption may be made in a prescribed form obtainable from the Labour Relations Department, Ministry of Manpower.

***Q45 Is work done on rest days or public holidays included in the 72 hours limit for overtime?**

No. However, if the security officer works beyond his normal daily working hours on his rest day or public holiday, the extra hours of work done would be included in the 72 hours limit for overtime.

Rest Days

***Q46 How many rest days is the security officer entitled to in each week?**

A security officer is entitled to a rest day of one whole day (midnight to midnight) each week (Monday to Sunday). The rest day shall be on Sunday or any other day of the week as rostered and informed by the employer before the beginning of each month.

For a security officer on shift work, the rest day can be a continuous period of 30 hours if his employer is unable to grant one whole day off as a rest day.

A 30-hour rest period which commences before 6.00 pm on a Sunday will be considered as having been granted a rest day within the week even though the 30-hour period will extend into the next week i.e. on Monday.

***Q47 What is the longest possible interval between two rest days?**

12 days.

[This will occur where in one week, the rest day is given on Monday, which is at the beginning of the working week. In the following week, the rest day is on Sunday, which is at the end of next working week. This will enable the security officer to take 2 rest days at a stretch and allow an employer greater flexibility in the rostering of rest days.]



Public Holidays

Q48 **How many public holidays is the security officer entitled to in a year?**

11 holidays as gazetted or as substituted by mutual agreement between the employer and the security officer. The 11 gazetted holidays are:

- New Year's Day
- Chinese New Year (2 days)
- Hari Raya Puasa
- Hari Raya Haji
- Good Friday
- Labour Day
- Vesak Day
- National Day
- Deepavali
- Christmas Day

*Q49 **Are the holidays paid?**

Yes, provided the security officer does not absent himself from work on the working day immediately before or after a holiday without the employer's consent or without reasonable excuse.

*Q50 **Is the security officer entitled to another day off if a public holiday falls on a rest day or non-working day/off day?**

Yes. If the holiday falls on a rest day, the next working day shall be a paid holiday.

If the holiday falls on a non-working day/off day, the employer may decide to compensate the security officer with an extra day's pay in lieu of that holiday or give him another day off as a holiday.

***Q51** If the security officer is on authorised leave (e.g. sick leave, annual leave) on the day immediately before or after a holiday, is he entitled to the paid holiday?

Yes.

***Q52** Can the security officer be required to work on a public holiday?

Yes. The security officer may be required by his employer to work on any public holiday. If he works on that holiday, the employer will have to pay him an extra day's salary at the basic rate of pay in addition to the gross rate of pay for that holiday.

Example:

Muthu is paid a monthly basic salary of \$1,000. He is required to work 5.5 days a week for 8 hours daily from Monday to Friday and 4 hours on Saturdays. He was asked by his employer to work 10 hours on a Monday which was a public holiday. Muthu's pay for work done on the public holiday is calculated as follows:

(a) For his first 8 normal working hours, he should be paid:

$$\frac{12 \times \$1,000}{52 \times 5.5} = \$41.95$$

(b) For the extra 2 hours of overtime work, he should be paid:

$$\frac{12 \times \$1,000}{52 \times 44} \times 1.5 \times 2 = \$15.74$$

Muthu should be paid a total of \$57.69 for working 10 hours on the public holiday.

Payments for Rest Days and Public Holidays

*Q53 What is the payment due to the security officer who works on a rest day?

(a) Work done at employer's request:

- 1 day's salary where the security officer works up to half the normal daily working hours; or
- 2 days' salary where the security officer works for more than half the normal daily working hours.

(b) Work done at the security officer's request:

- 1/2 day's salary where he works up to half his normal daily working hours; or
- 1 day's salary where he works for more than half his normal daily working hours.

If he works beyond his normal daily working hours on a rest day, he shall be paid at 1.5 times his hourly basic rate of pay.

Example:

Muthu is paid a monthly basic salary of \$1,000. He is required to work 5.5 days a week for 8 hours daily from Monday to Friday and 4 hours on Saturdays. He was asked by his employer to work 10 hours on a Sunday which was his rest day. Muthu's pay for work done on the rest day is calculated as follows:

(a) For his first 8 normal working hours, he should be paid:

$$\frac{12 \times \$1,000}{52 \times 5.5} \times 2 = \$83.92$$

(b) For the extra 2 hours of overtime work, he should be paid:

$$\frac{12 \times \$1,000}{52 \times 44} \times 1.5 \times 2 = \$15.74$$

Muthu should be paid a total of \$99.66 for working 10 hours on the rest day.

Q54 What is the rate of payment for overtime work done beyond the normal working hours on a public holiday?

The rate is 1.5 times the hourly basic rate of pay of the security officer.

Q55 If the security officer works on a public holiday but absents himself without reason on the working day immediately before or after the holiday, is he entitled to the holiday pay?

He is not entitled to the holiday pay which is already included in his monthly gross salary. His employer can therefore deduct one day's pay at the gross rate for the holiday pay from his monthly gross salary. However, his employer has to pay him one day's pay at the basic rate of pay for working on the public holiday.

Q56 If the security officer is on no pay-leave, is he entitled to any pay for a public holiday which falls on any day while he is on no-pay leave? No.



Annual Leave, Sick Leave and Other Leave Arrangements

Annual Leave

***Q57 What is the security officer's annual leave entitlement?**
His annual leave entitlement depends on what is stated in his employment contract but it shall not be less than the following:

Year of Service	Days of Annual Leave
First year	7 days
Second year	8 days
Third year	9 days
Fourth year	10 days
Fifth year	11 days
Sixth year	12 days
Seventh year	13 days
Eight year and thereafter	14 days

Depending on his employment contract, he is entitled to the annual leave if he has worked for at least 3 months. The computation of his annual leave upon his completion of 3 months' service is from the day he commenced work with the employer.

Q58 Is the security officer entitled to pro-rated annual leave?
Yes. He is entitled to annual leave in proportion to the number of completed months of service in that year provided he has completed 3 months' service.

Q59 If there is a fraction of a day in the calculation of the pro-rated leave, is it disregarded?
If the fraction of a day is less than one-half, it shall be disregarded.
If the fraction of a day is half or more, it shall be regarded as one day.

E.g. 1
$$\frac{4 \text{ months' service}}{12} \times 7 \text{ days of leave in 1st year} = 2.33 = 2 \text{ days.}$$

E.g. 2
$$\frac{5 \text{ months' service}}{12} \times 7 \text{ days of leave in 1st year} = 2.91 = 3 \text{ days.}$$

Q60 Is no-pay leave included in the computation of annual leave entitlement?

No.

Q61 Can the security officer's annual leave be forfeited?

Yes. His annual leave entitlement can be forfeited if:

- (a) he absents himself from work without permission or reasonable excuse for more than 20% of the working days in the month or year as the case may be; or
- (b) he fails to take his leave within 12 months after the end of every 12 months' continuous service. Instead of forfeiting the leave, the employer may, at his discretion, decide to encash the leave at the gross rate of pay based on the last drawn salary of the security officer; or
- (c) he is dismissed on the grounds of misconduct.

Q62 What is the obligation of the employer if the service of a security officer is terminated before he has taken his annual leave?

If the termination of service is not on account of misconduct, the employer has to pay him at his gross rate of pay based on his last drawn salary for every day of such leave not taken. The formula for calculating the gross rate of pay can be found at Q32.

Q63 Does annual leave entitlement refer to working days or calendar days?

Annual leave entitlement is based on working days.

Q64 Is annual leave taken on a half working day (e.g. on Saturday), considered as full day or half day leave?

Any leave taken on a working day, be it full or half working day, is considered as a full day's leave. However, the employer may treat such leave taken on a half working day as a half day's annual leave.

Sick Leave

***Q65 What is the security officer's paid sick leave entitlement in a year?**

He is entitled to 14 working days each year if no hospitalisation is necessary; extendable to 60 days a year if hospitalisation is necessary.

***Q66 When is the security officer entitled to paid sick leave?**

He is entitled to paid sick leave if:

- (a) he has worked with his employer for at least 6 months; and
- (b) the sick leave is certified by the company's doctor or if no such doctor has been appointed, by a Government doctor (including doctors from approved hospitals); and
- (c) he has informed or attempted to inform his employer of his absence within 48 hours. Otherwise, he is deemed to be absent from work without permission or reasonable excuse.

Q67 What is the payment due to the security officer when he is on paid sick leave?

If he is on paid hospitalisation leave, his employer has to pay him at his gross rate of pay.

If he is on paid outpatient sick leave, his employer has to pay him at his gross rate of pay excluding any shift allowance. However, if the shift allowance has all along been given on a monthly basis (i.e. fixed allowance) and no deduction has been made for absence due to outpatient sick leave, his employer should continue to pay the shift allowance.

Q68 If the security officer falls sick on a rest day, public holiday, annual leave, non working day or on a day when he is on no-pay leave, is he entitled to paid sick leave?

No. He will not be entitled to paid sick leave on these days even if he is given a medical leave by the doctor. This is because the employee is not required to report for work on these days and there is therefore no necessity for him to apply for sick leave to stay away from work. However, he is entitled to claim the medical examination (consultation) fee. Claim for other medical expenses would depend on the medical benefits provided in his employment contract.



Maternity Leave

Q69 **What are the maternity leave benefits employees are entitled to?**

An employee is entitled to 4 weeks of maternity leave before and 8 weeks after her confinement. She will be paid for the maternity leave if she has served the same employer for at least 180 days and has less than 2 surviving children at the time of her delivery. The payment will be based on the number of days she is contracted to work at her gross rate of pay.

The extended 4 weeks of maternity leave will be paid by the Government. For the 3rd and 4th confinements, the full 12 weeks of maternity leave will be paid by the Government.

Q70 **When is an employee entitled to maternity leave?**

An employee must satisfy the following criteria to be eligible for Government-Paid Maternity Leave:

- her child is a Singapore Citizen at the time of birth, and is born on or after 1 Oct 2004;
- she has fewer than 4 living children (excludes adopted children and stepchildren) at the time of confinement;
- she is lawfully married to the child's father at the time of the child's conception or birth; and
- she has served her employer for at least 180 days before the birth of the child.

If she qualifies for paid maternity leave, she will continue to receive her salary from her employer throughout her maternity leave as if she had been working without a break. The Government will reimburse her employer according to the actual duration of maternity leave taken.

Q71 What is the definition of a part-time employee?

A part-time employee is one who is required under his contract of service with an employer to work for less than 30 hours a week.

Q72 Are the provisions of the Employment Act applicable to part-time employees?

Yes, all provisions in the Employment Act which are not mentioned in the Employment (Part Time Employees) Regulations 1996 will apply to part-time employees.

Q73 What are the essential employment terms that a company should state in a contract of service of a part-time employee?

Every contract of service of a part-time employee must specify-

- His hourly basic rate of pay¹
- His number of working hours for one day or one week;
- His number of working days for one week or one month; and
- His hourly gross rate of pay² with the description and amount of each allowance payable separately itemised.

1 "Basic rate of pay" as defined in the Employment Act includes wage adjustments and increments but excludes allowances however described.

2 "Gross rate of pay" has the same meaning as in the Employment Act, i.e. it includes all allowances except overtime payments, bonus payments, annual wage supplements (AWS), reimbursements for special expenses, productivity incentive payments, travelling, food and housing allowances.

Q74 How are wages determined for a part-time employee?

Wages are set by market forces and should be determined by mutual agreement between the employees and their employers.

Q75 Is a part-time employee entitled to a rest day?

It is not compulsory to grant a rest day to part-time employees, unless they are required to work for at least 5 days in a week.



Q76 What is the payment for a part-time employee who works on a rest day?

- (a) Payment for a part-time employee's work done on a rest day at the employer's request is as follows :

Hours of work on a rest day	Payment
Up to (and including) half the part-time employee's normal hours of work for one day.	One day's pay at the basic rate of pay.
More than half and up to the part-time employee's normal hours of work for one day.	Two days' pay at the basic rate of pay.

- (b) Payment for a part-time employee's work done on a rest day at the request of the employee is as follows :

Hours of work on a rest day	Payment
Up to (and including) half the part-time employee's normal hours of work for one day.	1/2 day's pay at the basic rate of pay.
More than half and up to the part-time employee's normal hours of work for one day.	One day's pay at the basic rate of pay.

Q77 Is a part-time employee entitled to overtime payment?

Yes. Overtime work is payable as follows :

No. of overtime hours worked by the part-time employee	Payment
Exceeds the part-time employee's normal hours of work for one day but does not exceed the normal hours of work of a similar full time employee.	At the part-time employee's basic hourly rate of pay for each hour or part thereof.
Exceeds the normal hours of work of a similar full time employee.	At the part-time employee's basic hourly rate of pay for each hour or part thereof and at 1.5 times the part-time employee's basic hourly rate for each hour or part thereof which exceeds the normal hours of a similar full time employee.

Q78 Is a part-time employee entitled to paid public holiday?

A part-time employee is entitled to paid public holidays. The calculation of public holiday day is based on his number of hours of work compared to those of a similar full-time employee.

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

Example

Assume that a part-time employee's regular weekly working hours are 22 and a similar full-time employee's working hours are 44, the part-time employee's annual entitlement to paid public holidays is :

$$\frac{22 \text{ hours} \times 52 \text{ weeks}}{44 \text{ hours} \times 52 \text{ weeks}} \times 11 \text{ Public Holidays} \times 8 \text{ hours}$$

= 44 hours of pay for all 11 public holidays

For every public holiday therefore, the part-time employee should be paid :

$$\frac{44 \text{ hours}}{11 \text{ days}} = 4 \text{ hours}$$

Instead of paying a part-time employee for the holidays, both the employer and the part-time employee may agree to encash the public holidays and incorporate into the hourly gross rate of pay. This agreement to encash public holidays should be clearly reflected in the employment contract.

Q79 What is the formula for encashing public holiday?

The formula is :

$$\frac{\text{Annual entitlement to public holidays of the part-time employee (in hours)}}{\text{Weekly working hours of that part-time employee} \times 52 \text{ weeks}} \times \text{Hourly gross rate of pay}$$

Example

Assume that the hourly gross rate of pay is \$5, the encashment of public holidays to be added to the hourly gross rate of pay will be :

$$\frac{44 \text{ hours}}{22 \text{ hours} \times 52 \text{ weeks}} \times \$5 = \$0.19$$

Hence, the hourly gross rate of pay which incorporates the encashed public holidays is \$5.19.

Q80 How much should a part-time employee be paid if he works on a public holiday?

He should be paid :

- his basic rate of pay for one day's work,
- the amount he is entitled to for a public holiday; and a travelling allowance for one day if payable to him under his contract of service.

Q81 Is a part-time employee entitled to annual leave?

A part-time employee who has completed 3 months of service is entitled to paid annual leave as from the day he commenced work. The leave entitlement is calculated as follows:

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

Example

Assume a part-time employee is required to work 4 hours a day for 5 days in a week (20 hours a week) and a similar full-time employee is required to work 8 hours a day for 5.5 days a week (44 hours a week) and the leave entitlement of the full-time employee is 7 days in respect of the first year of service. The entitlement to paid annual leave after 3 months of service (in respect of his first year of service) for the part-time employee is :

$$\frac{20 \text{ hours} \times 52 \text{ weeks}}{44 \text{ hours} \times 52 \text{ weeks}} \times 7 \text{ days} \times 8 \text{ hours per day}$$
$$= 25.5 \text{ hours}$$

Instead of granting paid annual leave to a part-time employee, both the employer and the part-time employee may agree to encash the earned annual leave in the form of a higher hourly gross rate of pay. This agreement to encash annual leave should be clearly reflected in the contract of service.

Q82 What is the formula used to encash the annual leave entitlement of a part-time employee?

The formula is as follows :

$$\frac{\text{Annual entitlement to annual leave of the part-time employee (in hours)}}{\text{Weekly working hours of that part-time employee} \times 52 \text{ weeks}} \times \text{Hourly gross rate of pay}$$

Example

Assume that the hourly gross rate of pay is \$5 , the encashment of leave to be added to the hourly gross rate of pay will be :

$$\frac{25.5 \text{ hours}}{20 \text{ hours} \times 52 \text{ weeks}} \times \$5 = \$0.12$$

i.e. the hourly gross rate of pay which incorporates the encashed annual leave is \$5.12.

Q83 Is a part-time employee entitled to paid sick leave?

A part-time employee who has completed 6 months of service is entitled to paid sick leave in proportion to the yearly entitlement of a similarly full time employee of 14 days or 60 days if hospitalisation is required.

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

Example

Assume that the part-time employee works 20 hours a week and a similar full-time employee works 44 hours a week, the part-time employee's outpatient sick leave entitlement will be calculated as follows :

$$\frac{20 \text{ hours} \times 52 \text{ weeks}}{44 \text{ hours} \times 52 \text{ weeks}} \times 14 \text{ days} \times 8 \text{ hours}$$

= 50.9 hours of outpatient sick leave entitlement per year.

Or, if hospitalisation is required:

$$\frac{20 \text{ hours} \times 52 \text{ weeks}}{44 \text{ hours} \times 52 \text{ weeks}} \times 60 \text{ days} \times 8 \text{ hours}$$

= 218.2 hours (this include the 50.9 hours outpatient sick leave) of hospitalisation leave entitlement per year.

Sick leave cannot be encashed.

Q84 Is a part-time employee entitled to maternity leave?

Like a full-time employee, a part-time employee is entitled to 4 weeks of maternity leave before and 8 weeks after her confinement. She will be paid for the maternity leave if she has served the same employer for at least 180 days and has less than 2 surviving children at the time of her delivery. The payment will be based on the number of days she is contracted to work at her gross rate of pay.

The extended 4 weeks of maternity leave will be paid by the Government. For the 3rd and 4th confinements, the full 12 weeks of maternity leave will be paid by the Government.



Q85 When is a part-time employee entitled to maternity leave?

A part-time employee is subject to the same qualifying conditions as a full time employee before she can claim maternity benefits. She must satisfy the following criteria to be eligible for Government-Paid Maternity Leave:

- Her child is a Singapore Citizen at the time of birth, and is born on or after 1 Oct 2004;
- She have fewer than 4 living children (excludes adopted children and stepchildren) at the time of confinement;
- She is lawfully married to the child's father at the time of the child's conception or birth; and
- She has served her employer for at least 180 days before the birth of the child.

If she qualifies for paid maternity leave, she will continue to receive her salary from her employer throughout her maternity leave as if she had been working without a break. The Government will reimburse her employer according to the actual duration of maternity leave taken.

Q86 Can an employer refuse to allow his employee to work part-time for another employer?

Yes, if the contract of service prohibits it, or for any legitimate reason, for example, working for another employer who is a business competitor of the employer.

Q87 Can part-time employees join trade unions?

Yes, part-time employees are eligible to join trade unions.

Q88 What is the formula to calculate the basic hourly rate of pay of a monthly-rated part-time employee for the purpose of paying overtime?

The formula is as follows :

$$\text{Hourly basic rate of pay} = \frac{12 \times \text{Monthly Basic rate of Pay}}{52 \times \text{No. of hours worked in a week}}$$

The rate of payment for overtime work is not less than 1.5 times the employee's hourly basic rate of pay. If the hourly basic rate of pay is \$4.50, then the rate of payment for overtime work = \$6.75 per hour.

Q89 What is the formula to calculate the basic rate of pay for a monthly-rated part-time employee for the purpose of paying salary for work on rest-day and public holidays?

The formula is as follows :

$$\text{Basic rate of pay for one day} = \frac{12 \times \text{Monthly Basic rate of Pay}}{52 \times \text{Number of days a part-time employee is required to work in a week}}$$

Reporting of Claims and Complaints

*** Q90 If there is a claim/complaint on salary matters relating to the provisions of the Act or terms of employment between the security officer and his security agency, what is the avenue for redress?**

Either the security officer or security agency may lodge a claim with the Commissioner for Labour c/o Labour Relations Department, Ministry of Manpower. However, the following conditions must be satisfied:

- (a) the security officer involved must be covered by the Employment Act;
- (b) the claim /complaint must be on matters arising not more than one year from the date of claim/complaint made to the Commissioner; and
- (c) if the security officer involved in the dispute has left employment, the claim must be lodged with the Commissioner within 6 months from the date of leaving employment.

The security agency may also lodge a complaint but this is restricted to "notice pay" only.

Q91 What are the Commissioner's powers to inquire into complaints/claims?

The Commissioner –

- (a) may inquire into any dispute between the security agency and security officer arising out of any term in the security officer's contract of service or out of any provision of the Employment Act; and
- (b) may order either party to pay any sum of money to satisfy the claim or may dismiss the claim.

For the inquiry, an appointed Assistant Commissioner for Labour would hear and decide on the claim/dispute. The Commissioner would summon in writing the party against whom the claim is made, giving 12 days notice to him of the nature of claim and the date, time and place of inquiry.

Q92 Is the Commissioner’s decision or order final?

Yes, unless it is appealed against. Any party dissatisfied with the Commissioner’s decision or order may appeal to the High Court within 14 days from the decision or order.

Q93 Is there any payment of fee for lodging claim with the Commissioner for Labour?

Yes. The claimant has to pay a registration fee for the inquiry. The fee to be paid is as follows:

- (a) where the claimant is a security officer.....\$3
- (b) where the claimant is a security agency.....\$20

Q94 After the registration and payment of fee for the Commissioner’s inquiry, if the claimant decides to withdraw his claims, can his registration fee be refunded to him?

No.

Q95 After the registration and payment of fee for the Commissioner’s inquiry, can both parties agree to settle the claims before the inquiry?

Yes. Upon the settlement, the claimant has to inform the Commissioner in writing, giving details of the amount settled to discharge his claim(s).

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Basic Employment Checklist for Employers and Employees in the Security Sector

Most employees should have a happy and harmonious working arrangement with their employer/supervisor. To minimise misunderstanding, it is advisable that both employer and employee have a common understanding of the employment terms. Ideally a written agreement helps make things clearer. The following checklist provides a very basic guide to some of the more important issues that both sides should be clear about:

Title of Job	<input checked="" type="checkbox"/>
Scope of work i.e. duties to be performed	<input type="checkbox"/>
Start Date of appointment/commencement of work	<input type="checkbox"/>
Basic salary	<input type="checkbox"/>
Overtime payment	<input type="checkbox"/>
CPF Contributions	<input type="checkbox"/>
Other allowances	<input type="checkbox"/>
When salary/allowances will be paid (at least once a month)	<input type="checkbox"/>
Hours of work per day/Shift patterns	<input type="checkbox"/>
Public Holiday/Rest day arrangements	<input type="checkbox"/>
Time for meals	<input type="checkbox"/>
Eligibility for Leave	<input type="checkbox"/>
Annual Leave	<input type="checkbox"/>
Sick Leave and Medical Certification (MCs)	<input type="checkbox"/>
Hospitalisation Leave	<input type="checkbox"/>
Maternity and Childcare Leave	<input type="checkbox"/>
Termination of employment	<input type="checkbox"/>
Dismissal for misconduct	<input type="checkbox"/>

Sample of Contract Employment Agreement

This sample contract is designed to help you draft an employment agreement. It includes all the essential elements of a typical contract. You may modify it to suit your specific needs and situations. Keep in mind that this document is a starting point and not a finished product. You need to make sure that the actual agreement reflects the relationship between you and your employee.

This Employment Agreement dated this (date) day of (month) 20xx is made between:

_____ (herein after referred to as "the employer")

Address of employer:

and

_____ (herein after referred to as "the employee")

Address of employee:

1. Commencement of Employment

This employment contract will begin on _____ and continue until terminated as set out in clause 14 (below).

2. Place of work

3. Job description

3.1. Job Title _____
(e.g.. Teacher, Security Officer, Security Supervisor, Driver, Cleaning Specialist, child minder, gardener, etc)

3.2. Duties

4. Remuneration

4.1	The employee's basic salary shall be paid in cash/ by cheque or through GIRO on (date)	\$_____per month/day/week
4.2	The employee shall be entitled to the following allowances/payment in kind (if any):	
4.2.1	A weekly/monthly fixed transport allowance or reimbursement (based on days worked) at a rate of __ per day	\$_____
4.2.2	A weekly/monthly fixed meal allowance or reimbursement (based on days worked) at a rate of __ per day	\$_____
4.2.3	A weekly/monthly fixed laundry allowance of	\$_____
4.2.4	A weekly/monthly fixed site allowance of	\$_____
4.2.5	A weekly/monthly fixed shift allowance of	\$_____
4.2.6	Accommodation per week/month to the value of	\$_____
4.3	The total value of the above remuneration shall be	\$_____
	<i>(The total of clauses 4.1 to 4.2.3) (Modify or delete clauses 4.2.1 to 4.2.3 as needed)</i>	
4.4	The employee shall also be paid the overtime (OT) ¹ for work beyond 8 hours in a day or 44 hours in a week. The total amount of OT paid every week/two weeks/month* will be made on	\$_____ /per hour

4.5 The employer shall review the employee's remuneration/salary upon confirmation in the appointment and subsequently once a year.

¹ The overtime will be calculated at the rate of not less than one and a half times the employee's hourly basic rate of pay.

5. Working Days / Hours of work / Overtime

- 5.1 Working days will be 4/ 5 / 5.5 / 6* / ____ days a week.
- 5.2 The normal working hours will be as follows :
 - (i) First shift: XXXX — XXXXhrs
 - (ii) Second shift: XXXX — XXXXhrs
 - (iii) Third shift: XXXX — XXXXhrs
- 5.2.3 Rest day _____
- 5.4 Overtime will only be worked if authorized or agreed upon between the parties from time to time².

6. Meal Intervals

- 6.1 The employee shall have a meal (lunch/dinner) break of 45 minutes/ 1 hour (delete the one that is not applicable).
Meal time will be taken from:
Lunch: _____ to _____ daily;
Dinner: _____ to _____ daily.
- 6.2 The employee engaged in shift work shall have a meal break of 45 min/ 1 hour for every 8 continuous hours of work from time to time.
[S38(b)(i) EA]

7. Sunday or Rest Day Work

- 7.1 Any work on Sundays/rest days will be by agreement between the parties from time to time.
- 7.2 If the employee works on a Sunday/rest day at the request of the employer he/she will be paid 1 day's basic salary for working up to half the normal daily working hours or 2 day's basic salary for working for more than half the normal daily working hours.
- 7.3 If the employee works beyond his/her normal daily working hours on his rest day, he shall be paid 1½ times his hourly basic rate of pay.
- 7.4 If the employee works on a Sunday/rest day at his own request, he/she will be paid ½ day's basic salary for work up to half the normal daily working hours or 1 day's basic salary for working for more than half the normal daily working hours. [S37(3) EA]

² The employee will not be permitted to work overtime for more than 72 hours a month.

8. Public Holidays (See Explanatory Notes 4)

- 8.1 The employee will be entitled to all official public holidays on full pay.
- 8.2 If the employee works on a public holiday he/she shall be paid an additional one day's basic pay and travel allowance (if any) for that day. [S42(4) EA]

9. Annual Leave

- 9.1 The employee, who has served for at least 3 months, is entitled to _____ days of paid leave for every 12 months of continuous service³.
- 9.2 Where the employee's period of employment is more than 3 months but less than 12 continuous months of service, the annual leave entitlement will be in proportion to the number of completed months of service in that year. [S43(2) EA]

10 Sick leave

- 10.1 The employee will be entitled to paid sick leave not exceeding :
 - 10.1.1 14 days in each year if no hospitalization is necessary; or
 - 10.1.2 60 days (including the 14 days in 10.1.1) in each year if hospitalization is necessary.
- 10.2 During the first six months of employment the employee will not be entitled to paid sick leave and any sick leave taken during the period will be considered as unpaid leave.
- 10.3 The employee is to notify the employer as soon as possible in case of his/her absence from work through illness after certification of his sick leave by company's doctor or a Government doctor or any other certified medical practitioner or medical officer.

11. Maternity leave (to include if applicable)

- 11.1 The female employee will be entitled to paid 12 weeks maternity leave as follows:-
 - (i) 4 weeks immediately before the delivery of her child; and
 - (ii) 8 weeks immediately after the delivery of her child, provided she has been employed for at least 180 days before the date of the delivery and has less than 2 surviving children.
- 11.2 Alternative distribution of the 12 week maternity leave will be by agreement between the female employee and the employer and be guided under Part IX of the Employment Act (Cap. 91). [S76(1)(b) & (c) EA]

³ One day's paid leave will be added to the said employee's annual leave entitlement for every subsequent 12 months of continuous service thereafter, up to a maximum of 14 days. [S43(1)EA]

- 11.3 The female employee will also be entitled to one or more further periods of leave not exceeding 24 days in aggregate, as agreed between her and the employer, within 6 months of her delivery. [S76(1)(c)(ii) EA]
- 11.4 Every female employee will be entitled to receive payment from the employer at the gross rate of pay for the entire 12 weeks of maternity leave.
- 11.5 Any work that the female employee is required to perform during her maternity leave shall be by agreement between parties from time to time.
- 11.6 Where the female employee is required to work for any day during the period that she is on maternity leave, she is entitled to receive an additional amount equivalent to a day's pay at the gross rate of pay or to absent herself from work on another day at the end of her maternity leave. [S76(1A)(3) EA]
- 11.7 The female employee has to notify her employer on her delivery (estimated time of delivery) as soon as practicable and her decision on how she intends to consume the maternity leave. The employer should be given at least one week's notice by the female employee before she goes on maternity leave.

12. Childcare leave

- 12.1 The employee (working parent) with any child below 7 years of age, will be entitled to two days paid Childcare leave per year, to a maximum of 14 days, provided he/she has worked for the employer for at least 3 months. [S87A(1) & (2) EA]
- 12.2 The employee is entitled to be paid by the employer the gross rate of pay for every day of such leave taken by the employee. [S87A(5) EA]
- 12.3 Any childcare leave unconsumed at the end of the calendar year (or any period of 12 months as agreed between parties), or upon cessation of the employer/employee relationship, will be forfeited and no payment in lieu will be paid to the employee. [S87A(6) EA]

13. Deductions from remuneration

- 13.1 The employer may not deduct any monies from the employee's wage other than those allowed under the Employment Act or ordered by the Court.

14. Termination of employment

14.1 Either party can terminate this agreement with (1day/1week/2weeks/1month) written notice or by paying salary in lieu of notice for the relevant period. In the case where an employee is illiterate notice may be given by that employee verbally (delete if not applicable).

15. Uniform (Delete this clause if not applicable)

15.1 _____ sets of uniforms will be supplied to the employee by the employer and will remain the property of the employer.

16. Workmen’s Insurance

16.1 Where personal injury is sustained by the employee in the course of his employment, the employer will be liable to pay compensation where applicable under the Workmen’s Compensation Act (Cap. 354) [S3(1) WCA]

16.2 The employer will insure and maintain insurance under one or more approved policies with an insurer against any liability that he would incur to any workmen employed by him where applicable under the Workmen’s Compensation Act. (Cap. 354) [S23(1) WCA]

17. Other conditions of employment or benefits

18. General

18.1 Any changes to this agreement will only be valid if they are in writing and have been agreed and signed by both parties.

THIS AGREEMENT SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

(Signature)

(Signature)

Name of Employer:

Name of Employee:

Witness By:

Signature:_____

Name:_____

Designation:_____

Enclosed: (relevant instructions / company policy guidelines)
e.g: Standing Operation Procedure and Standard Operating Instructions



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