

Sample of 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 sample contract may also be downloaded from TAFEP's website at www.fairemployment.sg

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 \$ _____

(The total of clauses 4.1 to 4.2.6)

(Modify or delete clauses 4.2.1 to 4.2.6 as needed)

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 (date).

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

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 authorised 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. [S37(3) EA]

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/her 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(2) EA]

8. Public Holidays

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. [S88(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 service.

For each completed year of service, the number of days of annual leave will increase by _____ days until a maximum of _____ days. (This clause can be deleted if the number of days of annual leave provided is already above the statutory requirement.)

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 hospitalisation is necessary; or

10.1.2 60 days (including the 14 days in 10.1.1) in each year if hospitalisation is necessary.

10.2 During the first three 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/her 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 16 weeks maternity leave if she fulfils the following conditions:-

- i) The child is a Singapore Citizen;
- ii) The child's parents are lawfully married; and
- iii) The employee has worked for the employer for at least 90 days before the child's birth.

11.2 The female employee who does not fulfil criteria (i) and (ii) of 11.1 may still be entitled to 12 weeks of maternity leave if she meets criterion (iii) of 11.1 and is covered under the Employment Act.

11.3 The 16-week maternity leave is to be distributed in the following manner:

- i) 4 weeks immediately before the delivery of her child; and
- ii) 12 weeks immediately after the delivery of her child.

11.4 Alternative distribution of the 16-week maternity leave will be by agreement between the female employee and the employer and be guided under Section 9 of the Child Development Co-savings Act (Cap. 38A). [S9 CDCA]

11.5 The female employee will also be entitled to receive payment from the employer at the gross rate of pay for the entire 16 weeks of maternity leave.

11.6 Any work that the female employee is required to perform during her maternity leave shall be by agreement between parties from time to time.

11.7 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(3) EA]

11.8 The employer should be given at least one week's notice by the female employee before she goes on maternity leave. Where possible, the employee should inform the employer in advance how she intends to consume the maternity leave. When the employee has delivered, she should inform the employer of the date of her delivery as soon as practicable.

12. Childcare Leave

12.1 The employee (working parent) with any child below seven years of age, will be entitled to six days paid childcare leave per year, to a maximum of 42 days, provided he/she has worked for the employer for at least 3 months. Employees who are only covered under the Employment Act will be entitled to 2 days paid childcare leave per year, if the child is below 7 years of age and the employee has worked for the employer for at least 3 months. [S12B(1) & (2) CDCA, S87A EA]

12.2 The employee is entitled to be paid by the employer at 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. [S12B(8,11) CDCA, S87A(4,6) 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 Work Injury Compensation Act (Cap. 354). [S3 – S5 WICA]

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 Work Injury Compensation Act (Cap. 354). [S23(1) WICA]

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

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.

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