

# “My first job”

A **LAWWORKS** Pocket Series

4

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

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This booklet incorporates all the relevant laws as at 1 September 2016

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# CONTENTS

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1. Introduction	02
2. Overview	03
3. Employment Act	07
4. Termination of Employment	18
5. Retrenchment	22
6. Restrictive Covenants / Restraint of Trade Clauses	24
7. Changing Terms of Employment Contract	26

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<b>8. Probation</b>	<b>28</b>
<b>9. Other Benefits</b>	<b>28</b>
<b>10. The Common Law - Implied Terms</b>	<b>29</b>
<b>11. Other Relevant Laws</b>	<b>30</b>
<b>12. Employment Disputes</b>	<b>32</b>
<b>13. Checklists</b>	<b>39</b>

# 1. INTRODUCTION

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

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## 2. OVERVIEW

### ■ 2.1

#### What is an “Employment Contract”?

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

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

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

## ■ 2.2

### What should be included in the “Employment Contract”?

The terms of an employment contract should include the following:

- **Start date**
- **Appointment**
- **Job scope**
- **Salary**
- **Bonus**
- **Hours of work**
- **Leave**
- **Other Benefits**
- **Probation**
- **Termination**

The employment contract or the letter of appointment may not be the only contractual document between you and your employer. Many employers also have a staff handbook that may set out additional terms that form part of your employment contract. Usually, the main contract (i.e. the employment contract) or the staff handbook will specify the terms that form part of your contract and those that do not. If your company is unionised, the terms and conditions of employment may also be included in a Collective Agreement. A Collective Agreement is an agreement between the employer and the union on the terms and conditions of employment for employees.

With effect from 1 April 2016, all employers must issue key employment terms (“KETs”) in writing to employees covered under the Employment Act. Affected employees are those who:

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

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

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

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

This new ruling stipulates that employers must within 14 days from the start of employment issue KETs either in soft or hard copy, including handwritten. Common KETs, e.g. leave policy, medical benefits, can be provided in the employee handbook or company intranet.

**Note:**

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

## 3. EMPLOYMENT ACT

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

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

### ■ 3.1

#### Are you covered by the EA?

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

- any person employed in a managerial or executive position earning more than \$4,500 basic monthly salary;
- seaman;
- domestic worker; and
- statutory board employee or civil servant.

Part IV of the EA, which provides for rest days, hours of work, annual leave and other conditions of service, only applies to:

- A workman (doing manual labour) earning a basic monthly salary of not more than \$4,500.
- An employee who is not a workman, but who is covered by the Employment Act and earns a monthly basic salary of not more than \$2,500.

If you are not covered under the EA, Part IV does not apply to you. The terms of your employment are as stated in the employment contract between you and your employer.

### **Note:**

*“Workman” refers to an employee who:*

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

## ■ 3.2

### Basic Terms in Employment Act

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

#### Salary [sections 20 and 21 of the EA]

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

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

Your employer cannot tell you how you should spend your salary. For example, if he sets up a canteen at your place of work, he cannot force you to buy your meals there.

#### Deductions [sections 26 - 32 of the EA]

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

- absence from work;
- repayment of a loan;
- income tax;

- CPF contributions;
- the costs of goods entrusted to you for custody or for loss of money which you are accountable for, where the damage or loss is directly attributable to your neglect or default; and
- for housing accommodation and meals supplied by your employer at your request.

The maximum deduction amount in respect of any one salary period is 50% of your total salary but does not include deductions for absence from work, payment of income tax, recovery of loans and payments made with the consent of the employee. Within the 50% cap, deductions for accommodation, amenities and services shall also not exceed 25% of the salary payable to you in respect of one salary period.

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

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

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

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

### **Working hours and shift work**

#### **[sections 38 - 40 of the EA]**

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

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

## Overtime [sections 38 - 40 of the EA]

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

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

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

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

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

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

## Rest days [sections 36 and 37 of the EA]

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

## Annual leave [section 43 of the EA]

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

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

## **Public holiday [section 88 of the EA]**

You are entitled to 11 paid public holidays per year, or payment in lieu or a replacement day-off.

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

## **Sick leave [section 89 of the EA]**

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

- You have served your employer for at least 3 months.
- You have informed or attempted to inform your employer of your absence within 48 hours.
- The sick leave is certified by a medical practitioner appointed by your employer, or a medical officer.

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

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

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

An employee is deemed to be hospitalised if he or she is certified by a medical practitioner appointed by the employer, or a medical officer to be in need of hospitalisation. He does not necessarily have to be warded in a hospital.

### Reimbursement of medical expense

- If you have worked for at least 3 months, your employer is legally obliged to bear the medical consultation fee except where the medical consultation is for cosmetic purposes.
- For other medical costs, such as medication, treatment or ward charges, your employer is obliged to bear such costs depending on the medical benefits provided for in your employment contract, or in the collective agreement signed between the company and the union.

## Salary of employees on sick leave

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

### *Note:*

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

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

**Note:**

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

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

**Sick leave on rest days, public holidays, etc.**

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

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

You are nevertheless entitled to claim reimbursement of your medical examination charges.

## 4. TERMINATION OF EMPLOYMENT

### ■ 4.1

#### Termination without notice [section 11 of the EA]

Where the EA applies, either party may terminate an employment contract without giving a reason and without notice if the other party wilfully breaches a condition of the contract.

- For example, if your employer fails to pay your salary within 7 days after it is due, or if you feel that you have been asked to do something that involves danger, violence or disease that is not included in the contract of service, you may leave your employment without giving notice. It is advisable to seek advice from a lawyer, the Ministry of Manpower or your union if you are a union member, before doing so.

In addition, an employer is entitled to dismiss an employee without notice on the grounds of misconduct after due inquiry. Due inquiry means the employee must be told of the allegations against him and be given an opportunity to explain himself.

- For example, if you are absent from work continuously for more than 2 days without prior leave or without reasonable excuse or attempt to inform your employer.

The Tripartite Guidelines by the Tripartite Alliance for Fair & Progressive Employment Practices (“TAFEP”) provide that a decision to dismiss an employee should be based on properly documented proof of poor performance or misconduct.

#### ■ 4.2

### Termination by payment of salary in lieu of notice

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

### ■ 4.3

## Termination with notice (section 10 of the EA)

Where the EA does not apply, the terms of the employment contract will govern whether your employment can be terminated without cause and the period of notice that must be given by both yourself and your employer.

Where the EA applies, notice must be in writing and the day on which it is given must be included in the period of the notice. In the absence of any notice period specified in the employment contract and where the EA applies, the following minimum notice periods will apply (except in cases of misconduct):

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

Either the employer or employee may waive his right to notice.

Once notice of termination is given, the other party must accept it and cannot refuse. Payment of all outstanding salary and any sum due is to be made on the termination date, or if this is not possible then within 3 days of the same.

## ■ 4.4

## Unfair dismissal by employer [section 14 of the EA]

Where the EA applies, if an employee considers he has been dismissed without just cause or excuse, he may **within 1 month** of the dismissal make representations in writing to the Minister to be reinstated.

The Minister may inquire into the reasons for the dismissal. The Minister may also direct the employer to:

- reinstate the employee in his former employment and to pay the employee an amount that is equivalent to the wages that the employee would have earned had he not been dismissed by the employer; or
- pay such amount of wages as compensation as may be determined by the Minister.

## 5. RETRENCHMENT

Irrespective of whether the EA applies, an employee is not mandatorily entitled to retrenchment benefits under Singapore law, unless his or her employment contract or an applicable collective agreement so provides.

Thankfully, however, the Tripartite Guidelines on Managing Excess Manpower and Responsible Retrenchment were updated in May 2016 to help companies implement their retrenchment exercise in a responsible and sensitive manner; bearing in mind the impact of retrenchment on the affected employees.

### ■ 5.1

#### Notice Period

The notice period for termination of employment is provided by the EA (see para 4.3). However, in a retrenchment situation, employees who are being retrenched need time to prepare and look for new jobs. As such, the Tripartite Guidelines recommend that a longer notice period be given or to pay in lieu of such period.

The affected employee should be paid all salaries due and retrenchment benefits by the last day of work.

## ■ 5.2

### Retrenchment Benefits

Although it was mentioned earlier that an employee has no mandated right to retrenchment benefits under the law, the Tripartite Partners strongly urge employers to practice responsible retrenchment.

The Tripartite Guidelines recommend the following:

#### **Eligibility for retrenchment benefits:**

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

#### **Quantum:**

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

## 6. RESTRICTIVE COVENANTS/ RESTRAINT OF TRADE CLAUSES

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

- competing with the former employer
- soliciting customers of the former employer
- soliciting other employees of the former employer

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

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

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

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

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

Well-drafted restrictive covenants can be good and upheld by the Court after the employment contract has come to an end.

## 7. CHANGING TERMS OF EMPLOYMENT CONTRACT

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

If the employer would like to amend the terms and conditions of employment as stated in the employment contract, the employer will need to negotiate with the affected employees or their union, if circumstances require.

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

Ultimately, if there is no agreement reached on the changes to the employment contract, either party can choose to terminate the contract of service by giving the appropriate notice or payment in-lieu of notice. Otherwise, you could be deemed to have accepted the revised terms of employment.

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



## 8. PROBATION

Both a confirmed employee and one on probation are considered as employees in the eyes of the law. An employment contract between an employer and its employee may specify the reduced benefits of an employee on probation. Such provisions are lawful so long as the legal minimum is complied with. Usually, the main difference is the amount of notice needed to terminate during probation.

## 9. OTHER BENEFITS

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

# 10. THE COMMON LAW – IMPLIED TERMS

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

## ■ 10.1

An employer's duties include:

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

## ■ 10.2

An employee's duties include:

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

# 11. OTHER RELEVANT LAWS

## ▪ 11.1

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

The CDCA provides for maternity and other childcare benefits, including government-paid maternity leave, childcare leave and adoption leave. It covers all parents of Singapore citizens, including managerial and executive staff, regardless of their salary.

## ▪ 11.2

### Compulsory Military Service Leave

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

## ▪ 11.3

### The Central Provident Fund Act

Central Provident Fund ("CPF") is a statutory social security savings system. Employers must register with the Central Provident Fund Board ("Board")

and advise the Board when it hires a new employee as well as when an employee leaves its employ. Every employee who is Singaporean or a permanent resident of Singapore and earns a salary of S\$50.00 a month or greater must make a CPF contribution. Employers can make deductions from an employee's salary for the contribution. Employers are prohibited from requesting their employees to waive CPF contributions. All CPF contributions must conform to the rates stipulated in the CPF Act, based on the employees' wages.

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

CPF does not apply to foreigners on an Employment/Professional Visit Pass or Work Permit. However, once the foreigner is granted permanent residency, CPF is payable with options for a graduated increase to the full rate or immediate contributions at the full rate.

#### ■ 11.4

### The Workplace Safety and Health Act

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

# 12. EMPLOYMENT DISPUTES

## ■ 12.1

### Overview

Disputes usually happen when one party is in breach of the employment contract. Sometimes, the breaches concerned are minor and on other occasions, they can be serious or material breaches of contract. In all cases of breach of contract, the innocent party will be able to claim for damages and loss. In addition, for material breaches, the law allows the innocent party to terminate the contract immediately.

If it is the employee who had committed a serious breach, the employer can summarily dismiss the employee without paying any salary for the notice period. Likewise, if it is the employer who had committed a serious breach, the employee can choose to leave immediately as a “constructive dismissal”. What the employee can claim for damages is normally limited to the amount of salary for the notice period.

## ■ 12.2

### Liquidated Damages

Some contracts specify fixed sums that become payable by an employee if an employee leaves the employer before a specified period of time. This is known as liquidated damages, and they are normally found in employment contracts where employees have had to undergo training or scholarship bonds.

The fixed sum should be a genuine estimate of the actual damage and loss that will be suffered by the employer. If the fixed sum is more than a genuine estimate, then it may be found to be a penalty. The law will not support a penalty and may regard it as void.

## ■ 12.3

### Alternative Dispute Resolution (ADR)

There are several ways one can try to resolve a dispute before taking a more contentious route. In many cases, it is best to try to resolve a dispute by **negotiation**. Any agreement to resolve a dispute can be put in writing in the form of a separate contract.

An alternative is for the parties to agree to engage in **mediation**. A mediator acts as a neutral third party to assist in resolving a dispute. The mediator does not issue any decision, and the parties are free to

decide whether to agree to any term of settlement that is proposed.

#### ■ 12.4

### Going to Court

If you are not covered under the EA, your only recourse to resolve your employment disputes in Singapore is in the civil courts. The Court process can be time consuming and is usually very stressful. It should be a last resort after you have attempted to negotiate and mediate with your employer.

The Court will normally allow damages for unfair termination calculated as the amount of salary that would be paid for notice periods that were not complied with. It is unlikely that a court will order that an employee be re-instated.

#### ■ 12.5

### Assistance from the Ministry of Manpower

Currently, if you have any disagreement with your employer about your salary, the terms of your contract or your rights under the Act, you can make a complaint to the Commissioner for Labour, Ministry of Manpower. The fee for making a complaint is S\$3.00 and you must satisfy the following qualifying conditions:

- You must be covered by the EA.
- You must file your complaint within 1 year from the incident you are complaining about occurred.
- If your complaint relates to matters surrounding termination of your contract, you must file your complaint within 6 months from the date you left your employment.

The Commissioner for Labour will then summon the party complained against and conducts an inquiry into the complaint.

Awards made by the Commissioner for Labour for successful salary claims are subject to a maximum cap of S\$20,000.

Any party not satisfied with an Order of the Commissioner for Labour can appeal to the High Court within 14 days of the decision.

## ■ 12.6

Enhancements to help employees manage employment disputes with effect from April 2017

### ■ 12.6.1

The Employment Claims Tribunals

The Employment Claims Tribunals (“ECT”) will be established under the State Courts to take over the Labour Court’s function of hearing statutory salary-related disputes on employee entitlements under the

Employment Act, Retirement & Re-employment Act and the Child Development Co-Savings Act. Disputes that the ECT will hear include unpaid salary, overtime pay, salary in lieu of notice, employment assistance payment and maternity benefits.

In addition, the ECT will hear contractual salary-related claims from employees, which include payment of allowances, bonuses, commissions, salary in lieu of notice and retrenchment benefits. However, these must be expressed in monetary terms in the employment contract.

The ECT will also hear claims from employers. However, employers may only bring claims for notice pay (i.e. salary in lieu of notice) to the ECT.

There is no salary cap at the ECT which means all employees except domestic workers, public servants and seafarers (more on this below), can now have access to the ECT for statutory and/or contractual salary-related disputes including executive employees earning more than S\$4,500 per month and who are currently beyond the coverage of the Employment Act.

Public servants, domestic workers and seafarers will be able to bring their statutory salary-related claims regarding employment assistance payment and maternity benefits to the ECT. However, contractual salary-related claims of these groups of

employees will not be heard at the ECT. Instead, public servants continue to have recourse through the Public Service's internal processes. Domestic workers can approach their employment agencies, the Ministry of Manpower or the Centre for Domestic Employees.

The maximum claim amount will be S\$20,000, or S\$30,000 for those who go through the Tripartite Mediation Framework or mediation assisted by unions recognised under the Industrial Relations Act. The claim must be brought within one year from the date of the dispute. If the employment relationship has ended, the claim must be brought within 6 months after the last day of employment.

### ■ 12.6.2

## Tripartite Alliance for Dispute Management

A new centre known as the Tripartite Alliance for Dispute Management (“TADM”), will be set up by the Tripartite Partners; namely, the Ministry of Manpower, National Trades Union Congress and Singapore National Employers' Federation.

TADM will provide advisory and mediation services including pre-ECT mediation before claims can be heard at the ECT. Anyone with a salary-related dispute should first register their claims at TADM and claims that cannot be resolved through

mediation will then be referred to the ECT for adjudication.

TADM will serve as the Ministry of Manpower's approved mediation centre for all employees, both unionised and non-unionised workers.

### ■ 12.6.3

## Tripartite Mediation Framework

The coverage of the Tripartite Mediation Framework (“TMF”) will be expanded so that union members will be able to resolve more types of disputes. Currently, only managers and executives earning up to S\$4,500 per month who are union members in non-unionised companies have access to the TMF and there are only 3 types of disputes that can be brought to the TMF; salary arrears, payment of retrenchment benefits and breach of individual employment contracts.

The TMF will be enhanced in April 2017 as follows:

- the salary cap of S\$4,500 will be removed;
- rank-and-file employees in non-unionised companies will also be allowed to access the TMF.
- the coverage of disputes will be expanded to include statutory employment benefits such as overtime pay, public holiday and rest day pay, maternity and other leave under the Employment Act and the Child Development Co-Savings Act and re-employment issues.

# 13. CHECKLISTS

The Employment Act (“EA”) and the Child Development Co-Savings Act (“CDCA”) sets out some minimum employment standards.

Does the Employment Act ("EA") apply to you?	Present (✓)
I am an employee	
My contract was made in Singapore	
I am not employed in a managerial or executive position earning more than \$4,500 basic monthly salary	
I am not a seaman, domestic worker, statutory board employee or civil servant.	

If you have ticked all of the above, you are probably covered by the EA.

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

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

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

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

\*Applies only to:

- a workman earning not more than S\$4,500 a month, or
- a non-workman earning not more than S\$2,500 a month.

## For more assistance / information

- If you are a union member, you may:
  - approach U PME Centre at NTUC Centre, 1 Marina Boulevard, #B1-01 NTUC Members' Hub, One Marina Boulevard, Singapore 018989
  - email to [pme@ntuc.org.sg](mailto:pme@ntuc.org.sg)
  - visit PME Portal at [www.ntuc.org.sg/pme](http://www.ntuc.org.sg/pme)
  
- You may also:
  - approach the Pro Bono Services Office of The Law Society of Singapore at 50 Market Street, #10-04 Golden Shoe Car Park, Singapore 048940.
  - call the general line at 6536 0650
  - email to [probonoservices@lawsoc.org.sg](mailto:probonoservices@lawsoc.org.sg)

For more information on legal clinics and assistance for the community, please visit:

[probono.lawsociety.org.sg](http://probono.lawsociety.org.sg)

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



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(PMEs) Conversations online:



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