

## Annex A

This sample contract is designed to help you draft an employment contract. 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.

### Sample Employment Contract

#### **1. Date of Employment**

Your first day of work is .....

#### **2. Place of work**

.....

#### **3. Job Title**

.....

#### **4. Salary**

Payment Date: ..... day of every month; by Cash / Cheque / GIRO

4.1	(a) Basic Salary	\$.....
	(b) Other Allowances / Payments in Kind (to itemise)	\$.....
	Gross Salary [ (a) + (b) ]	\$.....
4.2	CPF	
	Employee contribution	....% of gross salary
	Employer contribution	....% of gross salary

4.3	Take Home Salary = Gross Salary – Employee CPF	\$ .....
4.4	If you work overtime, you will be paid:	\$...../per hour of overtime work

**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 from ..... to .....hrs.

5.3 Rest day on .....

5.4.1 You will earn overtime pay if you work more than 8 hours a day, or 44 hours a week. Total overtime hours should not exceed 72 hours a month.

OR:

5.4.2 MOM has approved the following overtime arrangements: ..... (to be described as per approved arrangement).

**6. Rest Day Work**

6.1 You may be requested to work on a rest day. If you agree to such a request, you will be paid as follows:

6.1.1	≤ ½ the normal daily working hours	1 day’s basic salary
6.1.2	Up to the normal daily working hours	2 day’s basic salary

6.2 You can also request to work on a rest day. If your employer agrees to such a request, you will be paid as follows:

6.2.1	≤ ½ the normal daily working hours	½ day’s basic salary
6.2.2	Up to the normal daily working hours	1 day’s basic salary

## **7. Public Holidays**

7.1 You will be paid full pay for all official public holidays.

7.2 If you work on a public holiday, you will be paid an additional one day's basic pay and travel allowance for that day (if any).

## **8. Annual Leave**

8.1 If you have served for at least 3 months, you will be entitled to 7 days of paid leave for the first 12 months of continuous service. For every additional 12 months of continuous service, you will get 1 more day of paid leave, up to a maximum of 14 days.

8.2 If you have served more than 3 months of continuous service but have not completed each year of service, the leave entitlement will be pro-rated accordingly. Pro-rated paid leave is computed in proportion to the number of completed months of service in the year.

## **9. Sick Leave**

9.1 No hospitalisation: Maximum 14 days each year.

9.2. If hospitalised: Maximum 60 days (including the 14 days in 9.1) each year.

9.3 You will get sick leave after six months of employment. Before that, any sick leave taken will be considered unpaid leave.

9.4 You must notify the employer as soon as possible if you are absent on sick leave. You will be required to produce a medical certificate.

## **10. Deductions from Remuneration**

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.

**11. Termination of Employment**

Either party can terminate this agreement with (1 day / 1 week / 2 weeks / 1 month) written notice or by paying salary in lieu of notice for the relevant period.

**12. Other conditions of employment or benefits**

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.....  
.....  
.....  
.....  
.....

**13. General**

13.1 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)

.....

Name of Employer:

(Signature)

.....

Name of Employee: