

# **A General Guide on Employment of Foreign Domestic Workers**

## **1 Introduction**

More than 150,000 foreign domestic workers work in Singapore. By helping out with household chores and bearing part of the responsibility for caring of our children or elderly sick, these domestic workers often relieve Singaporean women for the workplace and help contribute to Singapore's economy and the well-being of families. Most of them enjoy a happy working relationship with their employers and find Singapore an enjoyable place to work and live in. Because they come from different countries, their social and cultural ethos may differ from us. Hence, as employers, we want to better understand them so that together, we can build a mutually happy relationship.

## **2 Approved Sources**

The Foreign Domestic Worker Scheme allows employers to employ foreign domestic workers from approved sources such as Malaysia, the Philippines, Indonesia, Thailand, Myanmar, Sri Lanka, India and Bangladesh.

## **3 Employer's Responsibilities**

### Understand and Train them

Many foreign domestic workers come from the rural areas of their home countries. They may have never lived or worked in a city before and may have difficulties understanding and communicating in your language. Being new, they will need a period of orientation and adaptation to be familiar with your household habits and way of life. Some common difficulties include:

- the use of modern household appliances such as washing machines and microwave ovens
- adjustment to living in high-rise buildings
- different practices in taking care of children

As the employer, you may help by spending time to orientate and train your new worker on her job, especially in the first few months of her employment.

### Allow Open Communication

Remember that your foreign domestic worker comes from a very different social, cultural and even religious background. She could be suffering from homesickness and loneliness from loved ones back home. As the employer, you can help her by letting her communicate with her family and friends in her home country, especially via mail to help alleviate her homesickness and the sense of isolation.

### Family Integration

As far as practicable, integrate her into your family since she will stay in your home during her employment duration. Make an effort to understand her diverse background. Be patient, tolerant and understanding when dealing with her. Patience and understanding will go a long way in minimising any disputes and conflicts that could affect her performance during her employment in your home.

As an employer, you are also responsible for the worker's general well-being including food, accommodation, basic necessities and medical care. She should be treated fairly and reasonably when you assign household chores to her. A happy and well looked after worker will give you less trouble than one who is unhappy.

### **a) Employment Contract**

To avoid misunderstanding, it is advisable for the employers to draw up employment agreements / contracts with their foreign domestic workers from the start of employment. An employment contract shall specify terms and conditions of work such as wages, rest

days, medical benefits, scope of duties and other terms. The terms should be drawn up based on mutual agreement between the worker and you. Many employment agencies can assist employers in putting up such contracts with their workers.

Please refer to Annex A for a set of proposed guidelines for drawing up written agreements on employment terms and conditions between employers and their foreign domestic workers. These guidelines are not exhaustive and any party may include other terms and conditions agreeable between you and your worker.

#### **b) Wages**

Wages should reflect the scope of work agreed upon. You can either pay your worker by cash or credit her wages directly into her bank account. To avoid any misunderstanding, it is important that the payment of wages be properly documented. One way is to open a bank account for your worker and credit all her wages into it. You should let her keep the bank account book. If by mutual agreement you are to keep the bank account book, she must be given access to the book to check that payments are credited regularly.

Where appropriate, you should consider giving your worker a periodic wage adjustment. This is to reward her for good performance and loyalty in service. Apart from monthly wages, you could also consider offering your domestic worker a contract gratuity. The sum of money, which is to be negotiated between you and the worker, could be paid to her upon conclusion of an agreed period of employment, which should not be longer than the validity of her Work Permit. You will find that these incentives may result in a more motivated domestic worker who would serve her contract diligently and effectively.

#### **c) Medical Care**

As an employer, you are responsible for the medical benefits of you worker. Should she require medical treatment including hospitalisation, you are required to bear the full cost of medical care. You are also required to provide Personal Accident Insurance coverage for your worker. The minimum sum insured is S\$10,000 and the beneficiary of the insurance should either be the worker, or her next-of-kin. It is a common practice for employers to have insurance coverage for hospitalisation expenses when providing for Personal Accident Insurance for their foreign domestic workers. You should consider this when deciding on the appropriate insurance package to purchase.

#### **d) Accommodation**

Where possible, your worker should be given a separate room of her own. In the event that this is unavailable in your home, you should respect the need of the worker for privacy and ensure that sufficient private space for sleep is provided. You are also expected to provide basic needs such as a bed with mattress, a blanket, towels and bathroom amenities, and perhaps a fan if the room is small and lacks ventilation. Some examples of improper accommodation include: making the worker sleep on make-do beds at the corridor or in the living room with little privacy, and sharing a room with an adult of the opposite sex.

#### **e) Rest**

A well-rested worker is more productive and better adjusted. Hence, you should ensure that your worker has sufficient rest, especially during the night, and sufficient rest days which is mutually agreed upon between you and the worker. Such rest should be in addition to any family trips and outings which you may take the worker on.

#### **f) Employment Disputes**

Disputes sometimes arise because of misunderstandings and differing expectations. When these happen, you should try to resolve the issue with your worker first. Even if there is suspicion that the worker has committed a misdeed or crime, you should not take

matters into your own hands to mete out physical or other punishment. If you need further help, please contact your employment agency or the Ministry of Manpower's (MOM) Foreign Workers Unit. The Foreign Worker Unit at MOM helps to conciliate and resolve employment disputes between foreign workers and their employers. The conciliation service is provided free-of-charge. You or your foreign domestic worker may also wish to call the Ministry's hotline at Tel: 6438 5122.

**g) Abuse of Foreign Domestic Workers**

Foreign domestic workers are entitled to human dignity as well as fair treatment. The Government takes a serious view of employers who ill-treat or abuse their foreign domestic workers. Such actions are cruel and inhumane, and they undermine Singapore's efforts to be a gracious society. Our international image as a country and as a people will be tarnished. Errant employers found abusing their foreign workers will be prosecuted in court and punished according to the law. Employers are reminded that those found guilty or committed an offence against their foreign domestic workers face heavier penalties under the amended Penal Code. Employers and their spouses will also be blacklisted permanently from employing foreign domestic workers in future. Some of the offences and the associated penalties are listed below:

Offence	Penalty
Voluntarily causing hurt	<ul style="list-style-type: none"> <li>• Up to 1-year imprisonment or up to \$1,500 fine or both</li> </ul>
Voluntarily causing hurt by dangerous weapons or means	<ul style="list-style-type: none"> <li>• Up to 5-year imprisonment or fine or caning or any 2 such punishments</li> </ul>
Voluntarily causing grievous hurt	<ul style="list-style-type: none"> <li>• Imprisonment of up to 7 years, and shall also be liable to fine or to caning</li> </ul>
Wrongful confinement	<ul style="list-style-type: none"> <li>• Up to 1-year imprisonment or up to \$1,000 fine or both</li> </ul>
Wrong confinement for 10 or more days	<ul style="list-style-type: none"> <li>• Up to 3-year imprisonment and fine</li> </ul>
Word or gesture intended to insult the modesty of a woman	<ul style="list-style-type: none"> <li>• Up to 1-year imprisonment or fine or both</li> </ul>
Assault or use of criminal force to person with intent to outrage modesty	<ul style="list-style-type: none"> <li>• Up to 2-year imprisonment or fine or caning or any 2 such punishment</li> </ul>
Outraging of modesty	<ul style="list-style-type: none"> <li>• Imprisonment of up to 2 years or fine or both</li> <li>• Caning and imprisonment of between 2 and 10 years if hurt or fear of hurt is caused</li> </ul>

Rape	<ul style="list-style-type: none"> <li>• Imprisonment of not less than 8 years and not more than 20 years, and caning with not less than 12 strokes</li> </ul>
Criminal intimidation	<ul style="list-style-type: none"> <li>• Imprisonment of up to 2 years or fine or both</li> <li>• Imprisonment of up to 7 years or more or fine or both, if threat is to cause death or grievous hurt</li> </ul>

#### **h) Illegal Employment / Deployment of Foreign Domestic Workers**

Under the existing Work Permit Conditions, foreign domestic workers are employed to perform domestic chores only for their employers at the residential addresses stated in the workers' Work Permit cards. Under the Employment of Foreign Workers' Act, employers can be charged for illegally employing or illegally deploying a foreign domestic worker. The penalty for illegally employing without a valid Work Permit is a fine of equivalent to between two and four years of the foreign workers levy, or imprisonment up to one year or both. For the second and subsequent convictions, the errant employer will face mandatory imprisonment. For illegal deployment of the foreign domestic worker, the penalty is a fine of up to S\$5,000. In addition, the errant employer will be permanently barred from employing a foreign domestic worker, and he/she risks losing his/her S\$5,000 security deposit posted with the Ministry.

#### **4 Foreign Missions' Requirements**

The Work Pass Division will process and consider a Work Permit application so long as the foreign domestic worker has a valid travel document, for 1<sup>st</sup> timer to work in Singapore the minimum age of entry is 23 years or older and satisfies with minimum 8 years of formal education & required to pass Mandatory Entry Test within 72 hours of arrival, i.e. (A test of Basic English & General working knowledge). Work Permit will only be issued upon passing the entry test. Some embassies however impose further conditions / requirements on employment of their nationals as foreign domestic workers. For example, some embassies require employers and their nationals to enter into a standard employment contract drawn up by the embassy before renewing the foreign domestic workers' passports. Employers may also be required to put up a Security Bond with the embassy, which could be forfeited if employers fail to comply with the provisions of the contracts. You should consult your employment agencies for details of the embassies' requirements. These conditions set by the embassies are outside the purview of the Ministry of Manpower.

#### **5 Repatriation / Missing Workers**

As the employer, you are responsible for the repatriation of your worker since you brought her into Singapore. To ensure that employers repatriate their foreign domestic workers, employers are required to execute a Security Bond with the Work Pass Division. Under the bond, employers are required to post a security deposit of S\$5,000 per worker. The deposit can either be made in the form of cash or a banker's or insurance guarantee. If you fail to repatriate the worker upon cancellation of her Work Permit, you risk losing the \$5,000 deposit.

When you no longer require the worker's service, you have to ensure that all issues arising from the employment including any outstanding wages and claim for compensation have been settled with the worker before the Work Permit is cancelled. You must also inform the worker that the Work Permit has been cancelled. It is fair to give due notice to the worker of the cancellation of the Work Permit.

### **6 Deciding Carefully before Recruiting a Foreign Domestic Worker**

We would like to advise you to seriously consider the decision in employing a foreign domestic worker. Keep in mind that there are other alternatives such as childcare centres, play schools and homes for the old or invalid sick. You should consider if you are able to provide for, maintain and properly manage the worker during her stay with you.

Please note that the foreign worker levy of \$295 will be reviewed annually and adjusted if necessary. However, concession levy rate of S\$200 is given to Singaporean Family with child/ children (Singaporean) below 12 year of age and parent (Singaporean) above 65 year old.

If the worker absconds, you may lose your \$5,000 Security Bond. You are also advised to take care in selecting your employment agency, placing premiums on agency's track records of reliable and honest service, and not just the lowest service fee. You should also carefully scrutinise the records and videotapes, where available, of potential foreign domestic workers before employing them.

### **7 Final Advice**

It takes time and effort to nurture a mutually good working relationship between employers and their workers. When both parties decide from the start to make the relationship works, the likelihood of misunderstanding and dispute will be minimised greatly. This will save both you and your foreign domestic worker from going through the pain, unpleasantness and hassle that come with abuse, worker's running away, forfeiture of Security Bond and other problems.

We hope that the guide has been useful and encourage you to put the recommendations

## **Annex A –**

### **Proposed Guidelines for drawing up written agreements on employment terms and conditions between employers and their foreign domestic workers**

These guidelines are not exhaustive and any party may include other terms and conditions agreeable between the employer and the worker.

The written agreement should state the Names of the Employer and Worker, the Commencement and Expiry Dates of the Employment Contract, Signatures of the Employer and Worker, as well as the following items:

#### **a) Salary**

- Agreed monthly salary reflecting the scope of work and duties assigned
- When is salary payable – to specify no later than the last day of either the calendar month or actual monthly salary period
- Mode of payment e.g. in cash or via bank account
- Agreed increment and other variable payment based on worker's performance
- Written acknowledgement of all salary payments

#### **b) Salary deductions**

- It is a common practice for the employer to pay, on the worker's behalf, the agency fees that the worker is liable to pay to her employment agency for her replacement. This amount is considered a loan from the employer to the worker and the amount is recovered by the employer from the worker's salary. It is advisable to document clearly such loan agreement and to obtain the worker's consent to the loan payment through her salary deduction as well as the payment schedule.
- Each salary deduction to be acknowledged by worker in writing

#### **c) Rest Days**

- Number of rest days in a month to be negotiated
- Subject to agreement, encashment of rest day is possible for worker's rest day

#### **d) Annual Leave**

- Duration of unpaid leave for home visit to be negotiated
- Subject to agreement, encashment of leave is possible if the worker forgoes home visit

#### **e) Medical Benefits**

- Employer to cover worker under a Personal Accident Insurance of not less than S\$10,000 with the worker or worker's next-of-kin as the beneficiary of the insurance
- Employer to bear medical expenses incurred by foreign domestic worker and ensure that she has adequate rest during her illness
- Employer to pay for medical expenses incurred by worker for all compulsory six-monthly medical examinations

#### **f) Duties**

- Workload and duties of the workers to be scheduled by the employer
- Employer to ensure that the worker has adequate rest hours at night and adequate breaks during the day

#### **g) Welfare**

- Employer to provide appropriate welfare benefits for foreign domestic worker such as boarding and lodging

**h) Dispute Settlement**

- Employer and worker should first try to resolve any dispute among themselves, failing which the assistance of the agent or the MOM could be obtained

**i) Termination of Contract**

- Either party to give sufficient notice of a period to be negotiated
- No notice required in cases of misconduct by worker or physical threats by employer

**j) Transfer of Employment**

- Notice to be served by the initiating party
- Levy fees to be borne by employer pending transfer of worker

**k) Repatriation**

- Employer to bear costs of worker's repatriation

(This Guide is updated on 15<sup>th</sup> August 2005)