

# **Employment of Foreign Manpower Act (Chapter 91A)**

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## **Employment of Foreign Manpower (Work Passes) Regulations**

### **FIRST SCHEDULE**

#### **CONDITIONS OF WORK PERMIT**

##### **PART I**

#### **CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS DOMESTIC WORKER**

##### **Application of this Part**

1. The conditions in this Part shall apply to the employer of every foreign employee whose occupation as stated in the Work Permit is that of a “domestic worker”.

##### **Employment**

2. The foreign employee shall be under the employer’s direct employment and the employer shall be responsible for the control and supervision of the foreign employee. The employer shall not permit the foreign employee to be employed by or contracted to any other person or business to do work for that person or business.
3. The employer shall employ the foreign employee to only perform household and domestic duties at the residential address as stated in the Work Permit.

##### **Upkeep, maintenance and well-being**

4. The employer shall be responsible for and bear the costs of the foreign employee’s upkeep and maintenance in Singapore. This includes the provision of adequate food, as well as medical treatment. The employer shall provide safe working conditions and take such measures as are necessary to ensure the safety and health of the foreign employee at work. The employer shall also provide acceptable accommodation for the foreign employee. Such accommodation must be consistent with any written law, regulation, directive, guideline, circular or other similar instruments issued by the Government of Singapore.
5. The employer shall ensure that the foreign employee resides at the residential address stated in the Work Permit.
6. The employer shall purchase and maintain medical insurance with coverage of at least \$15,000 per 12-month period of the foreign employee’s employment (or for such shorter period where the foreign employee’s period of employment is less than 12 months) for the foreign employee’s inpatient care and day surgery except as the Controller may otherwise provide by notification in writing.
7. The employer shall pay the salary (including allowances) due to the foreign employee not later than 7 days after the last day of the salary period. Any salary period agreed between the employer and foreign employee shall not exceed one month. If the foreign employee so requests, the salary shall be paid through direct transfer into the foreign employee’s bank account in a bank established in Singapore. The employer shall maintain a record of the monthly salary paid to the foreign employee and produce the record upon request by any public officer acting in his official capacity.
8. Except where the foreign employee is on no-pay leave outside Singapore, the employer shall, regardless of whether there is actual work for the foreign employee, and subject to any written law, pay the foreign employee no less than the basic salary amount declared in the application for a Work Permit submitted to the Controller.
9. The employer shall send the foreign employee for a medical examination by a registered Singapore doctor as and when directed by the Controller. The employer shall also bear any medical expenses incurred by the foreign employee for the medical examination.
10. The employer shall not ill-treat the foreign employee, and shall not cause or knowingly permit the foreign employee to be ill-treated by any other person. A foreign employee is ill-treated if —

- (a) the foreign employee is subjected to physical or sexual abuse, or to criminal intimidation;
  - (b) the employer or other person does, or causes the foreign employee to do, any act which causes or is likely to cause injury to the health or safety of the foreign employee;
  - (c) the employer or other person neglects or abandons the foreign employee in circumstances which cause or are likely to cause injury to the health or safety of the foreign employee; or
  - (d) the employer or other person commits an act detrimental to the welfare of the foreign employee.
11. The employer of the foreign employee shall grant the foreign employee —
- (a) adequate rest daily; and
  - (b) rest day(s) in accordance with the terms of the employment contract between them.
12. The employer shall not cause or knowingly permit the foreign employee to be engaged in any illegal, immoral or undesirable conduct or activity.
13. The employer shall, so far as is reasonably practicable, ensure that the life or personal safety of the foreign employee is not endangered during and in the course of employment, and that the foreign employee acts in a manner which is in accordance with the work practices stipulated by the Ministry of Manpower in its training courses and relevant safety and training materials.

**Cancellation of Work Permit and visit pass and duties before or upon repatriation of foreign employee**

14. The employer shall apply for the cancellation of the Work Permit and visit pass of the foreign employee when the foreign employee's services are terminated. The employer shall inform the Controller in writing within 7 days after such termination and return the Work Permit and visit pass to the Controller within 7 days after the cancellation of the Work Permit.
15. The employer shall give the foreign employee reasonable notice of the foreign employee's repatriation.
16. Subject to paragraph 17, the employer shall repatriate the foreign employee to the international port of entry that affords reasonable access to the foreign employee's hometown within the foreign employee's home country when the Work Permit and visit pass of the employee expire or are cancelled or revoked and if the employee is not earlier employed by another employer. In the event of any dispute about the international port of entry to which the foreign employee shall be repatriated, the dispute shall be referred to the Controller, whose decision shall be final.
17. The employer may repatriate the foreign employee to a destination other than that specified in paragraph 16 —
- (a) if the foreign employee so requests, and the Controller is informed by the employer of the employer's intention to do so, before the repatriation occurs; or
  - (b) if the Controller so determines.
18. The employer shall bear the full cost of repatriation and shall ensure that all outstanding salaries or moneys due to the foreign employee have been paid before the foreign employee's repatriation.
19. If the foreign employee breaches any of the Work Permit conditions applicable to the foreign employee, and the employer has knowledge of the breach, the employer shall inform the Controller and, if required by the Controller, apply for the cancellation of the foreign employee's Work Permit and visit pass and comply with any other instruction from the Controller with respect to the breach.

**General**

20. The employer shall pay the monthly foreign employee levy through General Interbank Recurring Order (GIRO) or by such other means as may be approved by the Controller in writing.
21. The employer shall not be related to the foreign employee.
22. The employer shall not, directly or indirectly, engage or use the services of an unlicensed employment agency in connection with the employment or change in employment of the foreign employee.
23. The employer shall provide such information, documents and statements relating to the employment of the foreign employee which are true and correct as and when required by the Controller, an employment inspector, or any other person duly authorised by the Controller for this purpose.
24. The employer shall not retain possession of the foreign employee's original Work Permit and visit pass and shall allow the foreign employee to retain possession of the foreign employee's Work Permit and visit pass.
25. The employer shall produce the foreign employee to the Controller as and when the employer is required by the Controller to do so.

26. The employer shall inform the Controller of any change to the employer's residential address stated in the work pass application form within 14 days after such a change.
27. If the foreign employee goes missing, the employer shall inform the Controller within 7 days after the employer becomes aware of the foreign employee going missing.
28. If the foreign employee dies while in Singapore, the employer shall inform the Controller within 12 hours after the employer becomes aware of the foreign employee's death. The employer shall —
  - (a) bear the cost of burial, or the return of the body, or cremation and the return of the body or remains to the country of origin;
  - (b) bear the cost of returning the foreign employee's belongings to the foreign employee's family; and
  - (c) pay any outstanding moneys due to the foreign employee to the administrators of the foreign employee's estate.

#### **Restrictions on employer receiving or recovering moneys from foreign employee**

29. Prohibited payments: An employer shall not deduct from any salary payable to a foreign employee, or demand or receive (directly or indirectly) from the foreign employee, any sum or other benefit —
  - (a) as consideration or as a condition for employing the foreign employee;
  - (b) as consideration or as a condition for continuing to employ the foreign employee; or
  - (c) as a financial guarantee related, in any way, to the employment of the foreign employee.
30. Payments to be borne by employer not recoverable from foreign employee: An employer shall not deduct from any salary payable to a foreign employee, or recover (directly or indirectly) from the foreign employee, in whole or in part, any of the following sums paid or payable, or any other benefit given or to be given, by the employer:
  - (a) fees associated with the application, issuance, renewal or reinstatement of a Work Permit, except that the fees specified in item 1(e) and (f) of the Fourth Schedule to the Employment of Foreign Manpower (Work Passes) Regulations (Rg 2) may be recoverable from a foreign employee if the damage to or loss of that foreign employee's work permit was caused by negligence on the part of that foreign employee;
  - (b) costs associated with furnishing a security deposit required by the Controller;
  - (c) costs associated with purchasing and maintaining medical insurance coverage for the foreign employee, as required by the Controller;
  - (d) costs associated with medical examinations required by the Controller;
  - (e) levy payments under the Act;
  - (f) costs associated with training a foreign employee, where the training is provided by the employer or required by the Controller;
  - (g) costs associated with repatriating a foreign employee at any time; and
  - (h) such other similar sums connected with or related to the employment or change in employment of a foreign employee.

#### **Restriction on employer receiving moneys in connection with employment of foreign employee**

31. An employer shall not demand or receive any sum or other benefit from an employment agency or any other person in connection with the employment or change in employment of a foreign employee.

## **PART II**

### **CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS NOT DOMESTIC WORKER**

#### **Application of this Part**

1. The conditions in this Part shall apply to the employer of every foreign employee in respect of whom a Work Permit is issued, except for foreign employees whose occupation as stated in the Work Permit is that of a "domestic worker".

#### **Employment**

2. Except as provided in paragraphs 7 to 13 of Part III, the foreign employee shall be under the employer's direct employment and the employer shall be responsible for the control and supervision of the foreign employee. The employer shall not permit the foreign employee to be employed by or contracted to any other person or business to do work for that person or business. The employer shall not employ the foreign employee in either an occupation or a sector which is different from that specified in the Work Permit.

### **Upkeep, maintenance and well-being**

3. The employer shall be responsible for and bear the costs of the foreign employee's upkeep and maintenance in Singapore. This includes the provision of medical treatment, except that the foreign employee may be made to bear part of any medical costs in excess of the minimum mandatory coverage if —
  - (a) the part of the medical costs to be paid by the foreign employee forms not more than 10% of the employee's monthly salary; and
  - (b) the foreign employee's agreement to pay part of any medical costs is stated explicitly in the foreign employee's employment contract or collective agreement.
4. The employer shall provide safe working conditions and take such measures as are necessary to ensure the safety and health of the foreign employee at work. The employer shall also ensure the foreign employee has acceptable accommodation. Such accommodation must be consistent with any written law, regulation, directive, guideline, circular or other similar instruments issued by the Government of Singapore.
5. The employer shall purchase and maintain medical insurance with coverage of at least \$15,000 per 12-month period of the foreign employee's employment (or for such shorter period where the foreign employee's period of employment is less than 12 months) for the foreign employee's inpatient care and day surgery except as the Controller may otherwise provide by notification in writing. Where the employer purchases group medical insurance policy for his foreign employees, the employer shall not be considered to have satisfied the obligation under this condition unless the terms of the employer's group medical insurance policy are such that each and every individual foreign employee is concurrently covered to the extent required under the conditions in this Part.
6. The employer shall pay the salary (including allowances) due to the foreign employee not later than 7 days after the last day of the salary period. Any salary period agreed between the employer and the foreign employee shall not exceed one month. If the foreign employee so requests, the salary shall be paid via direct transfer into the foreign employee's bank account in a bank established in Singapore. The employer shall maintain a record of the monthly salary paid to the foreign employee and produce the record upon request by any public officer acting in his official capacity.
7. Except where the foreign employee is on no-pay leave outside Singapore, the employer shall, regardless of whether there is actual work for the foreign employee, and subject to any written law, pay the foreign employee no less than the basic salary amount declared in the application for a Work Permit submitted to the Controller.
8. The employer shall send the foreign employee for a medical examination by a registered Singapore doctor as and when directed by the Controller. The employer shall also bear any medical expenses incurred by the foreign employee for the medical examination.
9. The employer shall register or update the foreign employee's accommodation address in such form or manner as the Controller may determine, within 5 days of the commencement of the foreign employee's employment in Singapore or of the foreign employee moving to a new address. Unless specified, this condition applies as long as the foreign employee is not repatriated.

### **Cancellation of Work Permit and visit pass and duties before or upon repatriation of foreign employee**

10. The employer shall apply for the cancellation of the Work Permit and visit pass of the foreign employee when the foreign employee's services are terminated. The employer shall inform the Controller in writing within 7 days after such termination and return the Work Permit and visit pass to the Controller within 7 days after the cancellation of the Work Permit.
11. The employer shall give the foreign employee reasonable notice of the foreign employee's repatriation.
12. Subject to paragraph 13, the employer shall repatriate the foreign employee to the international port of entry that affords reasonable access to the foreign employee's hometown within the foreign employee's home country when the foreign employee's Work Permit and visit pass expire or are cancelled or revoked and if the foreign employee is not earlier employed by another employer. In the event of any dispute about the international port of entry to which the foreign employee shall be repatriated, the dispute shall be referred to the Controller, whose decision shall be final.
13. The employer may repatriate the foreign employee to a destination other than that specified in paragraph 12 —
  - (a) if the foreign employee so requests, and the Controller is informed by the employer of the employer's intention to do so, before the repatriation occurs; or
  - (b) if the Controller so determines.

14. The employer shall bear the full cost of repatriation and shall ensure that all outstanding salaries or moneys due to the foreign employee have been paid before the foreign employee's repatriation.
15. If the foreign employee breaches any of the Work Permit conditions applicable to the foreign employee, and the employer has knowledge of the breach, the employer shall inform the Controller and, if required by the Controller, apply for the cancellation of the foreign employee's Work Permit and visit pass and comply with any other instruction from the Controller with respect to the breach.

#### **General**

16. The employer shall pay the monthly foreign employee levy through General Interbank Recurring Order (GIRO) or by such other means as may be approved by the Controller in writing.
17. The employer shall not knowingly do any act, or consent or connive to do any act which facilitates or is likely to facilitate, whether by means of any concealment or disguise or otherwise, the evasion of any levy payable by the employer under the Act in respect of any foreign employee employed by the employer, including failing to ensure that his Central Provident Fund employer contribution record of payments required under section 7(1) of the Central Provident Fund Act (Cap. 36) only reflects every Singapore citizen or permanent resident who is actively employed by him and at the appropriate contribution rate prescribed by law.
18. The employer shall not, directly or indirectly, engage or use the services of an unlicensed employment agency in connection with the employment or change in employment of the foreign employee.
19. The employer shall provide such information, documents and statements relating to the employment of the foreign employee which are true and correct as and when required by the Controller, an employment inspector, or any other person duly authorised by the Controller for this purpose.
20. The employer shall not retain possession of the foreign employee's original Work Permit and visit pass and shall allow the foreign employee to retain possession of the Work Permit and visit pass issued to that employee.
21. The employer shall produce the foreign employee to the Controller as and when the employer is required by the Controller to do so.
22. The employer shall inform the Controller of any change to the business address stated in the Work Pass application form within 14 days after such a change.
23. If the foreign employee goes missing, the employer shall inform the Controller within 7 days after the employer becomes aware of the foreign employee going missing.
24. If the foreign employee dies while in Singapore, the employer shall inform the Controller within 12 hours after the employer becomes aware of the foreign employee's death. The employer shall —
  - (a) bear the cost of burial, or the return of the body, or cremation and the return of the body or remains to the country of origin;
  - (b) bear the cost of returning the foreign employee's belongings to the foreign employee's family; and
  - (c) pay any outstanding moneys due to the foreign employee to the administrators of the foreign employee's estate.

#### **Restrictions on employer receiving or recovering moneys from foreign employee**

25. Prohibited payments: An employer shall not deduct from any salary payable to a foreign employee, or demand or receive (directly or indirectly) from the foreign employee, any sum or other benefit —
  - (a) as consideration or as a condition for employing the foreign employee;
  - (b) as consideration or as a condition for continuing to employ the foreign employee; or
  - (c) as a financial guarantee related, in any way, to the employment of the foreign employee.
26. Payments to be borne by employer not recoverable from foreign employee: An employer shall not deduct from any salary payable to a foreign employee, or recover (directly or indirectly) from the foreign employee, in whole or in part, any of the following sums paid or payable, or any other benefit given or to be given, by the employer:
  - (a) fees associated with the application, issuance, renewal or reinstatement of a Work Permit, except that the fees specified in items 1(e) and (f), 6(c) and (d), and 10(e) and (f) of the Fourth Schedule to the Employment of Foreign Manpower (Work Passes) Regulations (Rg 2) may be recoverable from a foreign employee if the damage to or loss of that foreign employee's work permit was caused by negligence on the part of that foreign employee;
  - (b) costs associated with furnishing a security deposit required by the Controller;
  - (c) costs associated with purchasing and maintaining medical insurance coverage for the foreign employee, as required by the Controller;

- (d) costs associated with medical examinations required by the Controller;
- (e) levy payments under the Act;
- (f) costs associated with training a foreign employee, where the training is provided by the employer or required by the Controller;
- (g) costs associated with repatriating a foreign employee at any time; and
- (h) such other similar sums connected with or related to the employment or change in employment of a foreign employee.

**Restriction on employer receiving moneys in connection with employment of foreign employee**

27. An employer shall not demand or receive any sum or other benefit from an employment agency or any other person in connection with the employment or change in employment of a foreign employee.

**PART III**

**ADDITIONAL CONDITIONS TO BE COMPLIED WITH  
BY EMPLOYER OF FOREIGN EMPLOYEE WHO  
IS CONSTRUCTION WORKER**

**Definitions of this Part**

1. In this Part —

“construction site” means any worksite for the purpose of general building construction or civil engineering works;

“employer” means the employer of a foreign employee to whom these conditions apply.

**Application of this Part**

2. The conditions in this Part shall apply to the employer of every foreign employee whose occupation as stated in the Work Permit is that of a “construction worker”.

**Specified activities**

3. A foreign employee to whom these conditions apply may perform any of the following specified activities:

**Basic construction**

- (1) erection of any building or part thereof;
- (2) renovation of any building or part thereof;
- (3) installation of roofs;
- (4) waterproofing of basement, roofs and wall;
- (5) erection of perimeter fences and gates;
- (6) concrete repairs, which encompass the reinforcement of structures and joints through the use of cement-sand-mortar mix, the injection of slurry into the joints and cracks in concrete structures, and the application of spraying of cement-sand-mortar onto surfaces of reinforced concrete works;
- (7) repainting and minor non-structural repair of buildings and existing structures;

**Roadworks**

- (8) marking and painting of roads;
- (9) laying asphalt;
- (10) laying underground pipes and the subsequent reinstatement of roads and other surfaces;
- (11) installation of underground cables and subsequent reinstatement of roads and other surfaces;

**Specialised installation activities**

- (12) installation of integrated signposting systems for complexes, airports and shopping centres;
- (13) installation of cold rooms and ventilation systems;
- (14) installation of microprocessor or computer based control systems, such as integrated environmental control, fire and security computer control systems, and industrial process control systems;
- (15) installation of communications system, such as intercom and wireless radio, and security systems, such as closed circuit television, security alarms, car park security control and card access systems;
- (16) installation of central antenna television systems;
- (17) installation of electrical based systems such as switch gears, transformers and large generators, including electrical installations in buildings;
- (18) installation of fire alarms, fire prevention and fire protection systems;
- (19) installation of low-tension and high-tension overhead wires, and poles for overhead cable and street lighting;
- (20) installation of lifts, escalators and travelators;

- (21) installation of mechanical plant, machinery, power generators and turbines systems;
- (22) installation of aluminium, steel, steel alloy and timber structural components, metal scaffolds and curtain walls;
- (23) installation of water and gas pipes, sanitary works and plumbing fixtures;
- (24) installation of traffic light systems, and the setting-up of signs along roads;
- (25) installation of all heavy sheet piles, driven precast reinforced and prestressed concrete piles, bored cast-in-situ piles and timber piles;

#### **Telecommunication works**

- (26) laying underground telecommunication cables;
- (27) laying underground pipes for the purposes of telecommunications;
- (28) wiring work within a building for telecommunication purposes;

#### **Earthworks and soil sampling**

- (29) excavation and earthmoving works;
- (30) collection of or removing earth samples for the purpose of investigation and testing services to determine soil classification, strength and composition, and soil stabilization works such as micro piling, ground anchoring, sand drains and ground grouting;

#### **Landscaping works**

- (31) provision of landscaping works, excluding grass cutting and nursery work;

#### **Demolition works**

- (32) general demolition works;

#### **Marine construction works**

- (33) works involving marine piling and the construction of marine structures such as jetties, wharves, sea and river walls;

#### **Dredging and land reclamation works**

- (34) works involving the dredging of canals, rivers and offshore waters for the purpose of deepening;
- (35) works involving the reclamation of land; and

#### **Corrosion protection works**

- (36) corrosion protection work on metal surfaces and structures, including processes such as cathodic, anodic and electrolytic protection;

#### **Driving**

- (37) driving vehicles within construction sites, and shall not include driving vehicles in the course of work on public roads.

4. A foreign employee to whom the conditions in this Part apply shall only perform the specified activities at construction sites, with the following exceptions:

#### **Fabrication works**

- (a) the fabrication of structural precast concrete products, such as slab panels, wall panels, column and beams; and
- (b) the fabrication of prefabricated steel reinforcement products, such as beam cages and pile cap cages.

5. Subject to paragraph 7, the employer shall ensure that the foreign employee is not sent to work for any other person.
6. Subject to paragraph 9(b), the employer or his employees shall supervise the foreign employee and ensure that the foreign employee performs only the specified activities.

#### **Contracts for supply of labour**

7. Notwithstanding paragraph 5, an employer may, with the consent of the foreign employee, enter into a contract for the supply of labour with an eligible third party engaged in the construction industry, in relation to a foreign employee to whom the conditions in this Part apply.

8. The employer shall verify the eligibility of the third party with the Controller, through such means as may be provided by the Controller, before entering into any such contract for the supply of labour.
9. Any such contract for the supply of labour shall provide that —
  - (a) the third party shall ensure that the foreign employee is not sent to work for any other person;
  - (b) the third party or his employees shall supervise the foreign employee and ensure that the foreign employee performs only the specified activities;
  - (c) the third party shall notify and update the employer of the particular specified activities that the foreign employee will perform;
  - (d) the third party shall notify and update the employer of the worksite address where the foreign employee will work;
  - (e) the third party shall produce the foreign employee to the employer once the foreign employee's services are no longer required, and the contract for the supply of labour shall be deemed terminated;
  - (f) the third party shall produce the foreign employee to the employer if the contract for the supply of labour is terminated by either party, for whatsoever reason;
  - (g) the third party shall inform the employer immediately if the foreign employee goes missing; and
  - (h) the third party shall not retain the original Work Permit and visit pass and shall allow the foreign employee to retain the foreign employee's Work Permit and visit pass.
10. The employer shall specify in the contract for the supply of labour that any breach by the third party of the contractual provisions stated in paragraph 9 shall be viewed as a material breach of the contract between them, entitling the employer to terminate the contract.
11. Subject to the terms specified in paragraph 9, no other responsibilities of the employer as specified in the conditions in this Schedule shall be delegated to the third party.
12. The contract for the supply of labour shall be in writing, a copy of which shall be retained for a period of no less than 2 years.
13. Where the contract for the supply of labour is terminated or where the foreign employee is no longer working for the third party for any reason, the employer shall take all necessary measures to resume his general responsibilities to the foreign employee (as set out in the conditions in Part II).

#### **PART IV**

#### **CONDITIONS TO BE COMPLIED WITH BY FOREIGN EMPLOYEE**

##### **Employment**

1. The foreign employee shall work only for the employer specified and in the occupation and sector specified in the Work Permit.
2. The foreign employee shall not engage in or participate in any business or be a self-employed person.
3. If the foreign employee whose occupation as stated in the Work Permit is that of a "domestic worker", the foreign employee shall only perform household and domestic duties and reside at the employer's residential address or residential premises as stated in the Work Permit and visit pass.
4. Except for a foreign employee whose occupation as stated in the Work Permit is that of a "domestic worker", the foreign employee shall reside at the address stipulated by the employer upon the commencement of employment of the foreign employee. The foreign employee is to inform the employer about any self-initiated change in residential address.
5. The foreign employee shall undergo a medical examination by a Singapore registered doctor as and when directed by the Controller. If the foreign employee is certified medically unfit, the Work Permit of the foreign employee shall be revoked.
6. The foreign employee shall carry the original Work Permit and visit pass issued to that employee at all times and must produce it for inspection on demand by any public officer.
7. The foreign employee shall report to the Controller as and when required by the Controller to do so.

##### **Conduct**

8. The foreign employee shall not go through any form of marriage or apply to marry under any law, religion, custom or usage with a Singapore Citizen or Permanent Resident in or outside Singapore, without the prior approval of the Controller, while the foreign employee holds a Work Permit, and also after the foreign employee's Work Permit has expired or has been cancelled or revoked.



9. If the foreign employee is a female foreign employee, the foreign employee shall not become pregnant or deliver any child in Singapore during and after the validity period of her Work Permit, unless she is a Work Permit holder who is already married to a Singapore Citizen or Permanent Resident with the approval of the Controller.
10. The foreign employee shall not be involved in any illegal, immoral or undesirable activities, including breaking up families in Singapore.

## **SECOND SCHEDULE**

### **CONDITIONS OF S PASS**

#### **PART I**

#### **CONDITIONS TO BE COMPLIED WITH BY EMPLOYER**

##### **Employment**

1. The foreign employee shall be under the employer's direct employment and the employer shall be responsible for the control and supervision of the foreign employee. The employer shall not permit the foreign employee to be employed by or contracted to any other person or business to do work for that person or business. The employer shall not employ the foreign employee in either an occupation or a sector which is different from that specified in the S Pass.

##### **Upkeep, maintenance and well-being**

2. The employer shall pay the salary due to the foreign employee for the month not later than 7 days after the last day of that month. The employer shall maintain a record of the monthly salary paid to the foreign employee and produce the record upon request by any public officer acting in his official capacity. The wages shall be paid through General Interbank Recurring Order (GIRO) or by such other means as may be approved by the Controller in writing, except where —
  - (a) the S Pass is issued for a period of 3 months or less;
  - (b) the salary represent the salary due to the foreign employee for the last month of employment of the foreign employee with the employer;
  - (c) the salary represent salary for overtime work done by the foreign employee; or
  - (d) the Controller, in his discretion, exempts the employer in writing from this condition.
3. The employer shall be responsible for and bear the costs of the foreign employee's medical treatment, except that the foreign employee may be made to bear part of any medical costs in excess of the minimum mandatory coverage if —
  - (a) the part of the medical costs to be paid by the foreign employee forms not more than 10% of the employee's monthly salary; and
  - (b) the foreign employee's agreement to pay part of any medical costs is stated explicitly in the foreign employee's employment contract or collective agreement.
4. The employer shall purchase and maintain medical insurance with coverage of at least \$15,000 per 12-month period of the foreign employee's employment (or for such shorter period where the foreign employee's period of employment is less than 12 months) for the foreign employee's inpatient care and day surgery except as the Controller may otherwise provide by notification in writing. Where the employer purchases a group medical insurance policy for his foreign employees, he shall not be considered to have satisfied his obligation under this condition unless the terms of his group medical insurance policy is such that each and every individual foreign employee is concurrently covered to the extent required under the conditions in this Part.
5. The employer shall send the foreign employee for a medical examination by a registered Singapore doctor as and when directed by the Controller. The employer shall also bear any medical expenses incurred by the foreign employee for the medical examination.

##### **Cancellation of S Pass and visit pass and duties before or upon repatriation of foreign employee**

6. The employer shall apply for the cancellation of the S Pass and visit pass of the foreign employee when the foreign employee's services are terminated. The employer shall inform the Controller in writing within 7 days after such termination and return the S Pass and visit pass to the Controller within 7 days after the cancellation of the S Pass.
7. The employer shall ensure that all outstanding salaries or moneys due to the foreign employee have been paid before the foreign employee's repatriation.

8. If the foreign employee breaches any of the S Pass conditions applicable to that employee, and the employer becomes aware of the breach, the employer shall inform the Controller and, if required by the Controller, apply for the cancellation of the foreign employee's S Pass and visit pass and comply with any other instruction from the Controller with respect to the breach.

#### **General**

9. The employer shall pay the foreign employee levy through GIRO or by such other means as may be approved by the Controller in writing.
10. The employer shall not knowingly do any act, or consent or connive to do any act which facilitates or is likely to facilitate, whether by means of any concealment or disguise or otherwise, the evasion of any levy payable by the employer under the Act in respect of any foreign employee employed by the employer, including failing to ensure that his Central Provident Fund employer contribution record of payments required under section 7(1) of the Central Provident Fund Act (Cap. 36) only reflects every Singapore citizen or permanent resident who is actively employed by him and at the appropriate contribution rate prescribed by law.
11. The employer shall not, directly or indirectly, engage or use the services of an unlicensed employment agency in connection with the employment or change in employment of the foreign employee.
12. The employer shall provide information, documents and statements relating to the employment of the foreign employee which are true and correct as and when required by the Controller, an employment inspector, or any other person duly authorised by the Controller for this purpose.
13. The employer shall not retain possession of the foreign employee's original S Pass and visit pass and shall allow the foreign employee to retain possession of the S Pass and visit pass.
14. The employer shall produce the foreign employee to the Controller as and when the employer is required by the Controller to do so.
15. The employer shall inform the Controller of any change to the business address stated in the Work Pass application form within 14 days after such a change.
16. If the foreign employee goes missing, the employer shall inform the Controller within 7 days after the employer becomes aware of the foreign employee going missing.
17. If the foreign employee dies while in Singapore, the employer shall inform the Controller within 12 hours after the employer becomes aware of that employee's death.

#### **Restrictions on employer receiving or recovering moneys from foreign employee**

18. Prohibited payments: An employer shall not deduct from any salary payable to a foreign employee, or demand or receive (directly or indirectly) from the foreign employee, any sum or other benefit —
  - (a) as consideration or as a condition for employing the foreign employee;
  - (b) as consideration or as a condition for continuing to employ the foreign employee; or
  - (c) as a financial guarantee related, in any way, to the employment of the foreign employee.
19. Payments to be borne by employer not recoverable from foreign employee: An employer shall not deduct from any salary payable to a foreign employee, or recover (directly or indirectly) from the foreign employee, in whole or in part, any of the following sums paid or payable, or any other benefit given or to be given, by the employer:
  - (a) fees associated with the application, issuance, renewal or reinstatement of an S Pass, except that the fees specified in item 2(d) and (e) of the Fourth Schedule to the Employment of Foreign Manpower (Work Passes) Regulations (Rg 2) may be recoverable from a foreign employee if the damage to or loss of that foreign employee's S pass was caused by negligence on the part of that foreign employee
  - (b) costs associated with furnishing a security deposit required by the Controller;
  - (c) costs associated with purchasing and maintaining medical insurance coverage for the foreign employee, as required by the Controller;
  - (d) costs associated with medical examinations required by the Controller;
  - (e) levy payments under the Act;
  - (f) costs associated with training a foreign employee, where the training is provided by the employer or required by the Controller;
  - (g) costs associated with repatriating a foreign employee at any time; and
  - (h) such other similar sums connected with or related to the employment or change in employment of a foreign employee.

### **Restriction on employer receiving moneys in connection with employment of foreign employee**

20. An employer shall not demand or receive any sum or other benefit from an employment agency or any other person in connection with the employment or change in employment of a foreign employee.

## **PART II**

### **CONDITIONS TO BE COMPLIED WITH BY FOREIGN EMPLOYEE**

#### **Employment**

1. The foreign employee shall work only for the employer and in the occupation and sector specified in the S Pass and visit pass.
2. The foreign employee shall not engage in or participate in any business or be a self-employed person.
3. The foreign employee shall reside at the address stipulated by the employer upon the commencement of the foreign employee's employment. The foreign employee is to inform the employer about any self-initiated change in residential address.
4. The foreign employee shall undergo a medical examination by a Singapore registered doctor as and when directed by the Controller. If the foreign employee is certified medically unfit, the foreign employee's S Pass shall be revoked.
5. The foreign employee shall carry the original S Pass and visit pass issued to that employee at all times and must produce it for inspection on demand by any public officer.
6. The foreign employee shall report to the Controller as and when required by the Controller to do so.

#### **Obligation to update residential address**

7. The foreign employee shall, for so long as the foreign employee's S Pass is valid, inform the Controller of the foreign employee's residential address, in such form or manner as the Controller may determine, within 5 days after the commencement of the foreign employee's employment in Singapore and after each change of the foreign employee's residential address, as the case may be.

## **THIRD SCHEDULE**

### **CONDITIONS OF EMPLOYMENT PASS**

#### **PART I**

#### **CONDITIONS TO BE COMPLIED WITH BY EMPLOYER**

1. The employer shall apply for the cancellation of the Employment Pass and visit pass of the foreign employee when the foreign employee's service are terminated. The employer shall inform the Controller in writing within 7 days after such termination.
2. If the foreign employee breaches any of the Employment Pass conditions applicable to that employee, and the employer becomes aware of the breach, the employer shall inform the Controller and apply for the cancellation of the foreign employee's Employment Pass and visit pass.
3. The employer shall not, directly or indirectly, engage or use the services of an unlicensed employment agency in connection with the employment or change in employment of the foreign employee.
4. The employer shall provide information, documents and statements relating to the employment of the foreign employee which are true and correct as and when required by the Controller, an employment inspector, or any other person duly authorised by the Controller for this purpose.

#### **Restrictions on employer receiving or recovering moneys from foreign employee**

5. Prohibited payments: An employer shall not deduct from any salary payable to a foreign employee, or demand or receive (directly or indirectly) from the foreign employee, any sum or other benefit —
  - (a) as consideration or as a condition for employing the foreign employee;
  - (b) as consideration or as a condition for continuing to employ the foreign employee; or
  - (c) as a financial guarantee related, in any way, to the employment of the foreign employee.

**Restriction on employer receiving moneys in connection with employment of foreign employee**

6. An employer shall not demand or receive any sum or other benefit from an employment agency or any other person in connection with the employment or change in employment of a foreign employee.

**PART II**

**CONDITIONS TO BE COMPLIED WITH BY FOREIGN EMPLOYEE**

**Obligation to update residential address**

1. The foreign employee shall, for so long as the foreign employee's Employment Pass is valid, inform the Controller of the foreign employee's residential address, in such form or manner as the Controller may determine, within 5 days after the commencement of the foreign employee's employment in Singapore and after each change of the foreign employee's residential address, as the case may be.