

**STANDARD EMPLOYMENT CONTRACT BETWEEN FOREIGN DOMESTIC
WORKER AND EMPLOYER**

Employment Agency Name: _____
License No. : _____
Reference No. : _____

This employment contract is made between (a) The Employer and (b) The Foreign Domestic Worker in *Section A*, based on the terms contained in *Section B*.

A copy of the Contract (with all blanks filled in and options selected) and Job Scope Sheet (Annex A) translated into the FDW's language should be given to the FDW in her home country before she signs the contract.

The Schedules of Salary Payment and Loan (including loan for placement fee) Repayment (Annex B) shall be filled up at the same time the contract is signed.

Section A: Particulars of Parties in Contract

(a) The Employer

Full Name : _____
NRIC/ Passport No. : _____
Address : _____

(b) The Foreign Domestic Worker (FDW)

Full Name : _____
Work Permit No. : _____
Passport No. : _____

(c) Representing Recruiting Agent in Singapore

Name of the Recruitment Agency: _____
Owner : _____
Office location : _____
Tele no : _____
Hereinafter referred to as the Singapore **AGENT**.

(d) Represented in Sri Lanka by:

Name of the Recruitment Agency: _____
Owner : _____
Office location : _____
Tele no : _____
Hereinafter referred to as the Singapore **THE SRI LANKA AGENT**.

Section B: Terms of Contract

Part I: Employment Period and Workplace

1. The FDW shall be employed by the Employer as a domestic worker for a period specified in the FDW's work permit.
2. The FDW shall work and reside only in the Employer's residence as specified in the FDW's work permit. In no case shall be required to work for other household or require to work at his business establishment or other places of work.

Part II: Responsibilities of the FDW

3. The FDW shall undertake to perform her work diligently and honestly at all times.
4. The FDW shall not take up, or be required by the Employer to take up, any other employment with any other person(s).

Part III: remuneration and Benefits

5. The Employer shall pay the FDW wages of SGD _____ per month.
6. The salary shall be paid on the _____ day of every month.
7. The FDW shall acknowledge the amount received under her signature in the attached Schedule of Salary Payment (Annex B) as proof of payment. Where applicable, the FDW shall make a monthly loan (including loan for placement fee) repayment with the Employment Agency, through monthly payments to the employer in accordance with the Schedule of Loan (including loan for placement fee) Repayment in Annex B.
8. The salary will be paid by *cash / crediting into the FDW's bank account (*delete where applicable*). On request of the FDW the employer shall remit the salary stated in clause 5, to the account of the FDW, on the last day of every month and a copy of the remittance advice to be given to the FDW.
9. The employer shall defray all expenses incurred in securing a work permit for the FDW and other incidental charges for documentation.

10. The Employer shall provide the FDW with suitable accommodation in accordance with MOM's guidelines, with a reasonable amount of privacy. Please tick where applicable:

Share a room with _____ child/ children

Separate room

Others (please specify):

11. The Employer shall provide at least three adequate meals a day to the FDW, over and above the salary paid. The employer shall also provide the FDW with a free uniform whenever necessary.

12. The Employer shall provide the FDW with _____ hours [**recommended 8 hours**] of continuous rest daily (except for occasional special-care cases), with reasonable rest periods during working hours.

13. The FDW shall be entitled to * one / two/ three/ four rest day(s) a month, on a day mutually agreed (**delete where applicable*). If the rest day was not taken, the FDW shall be compensated in cash as agreed in writing between the employer and the FDW. If there is no such existing agreement, the accreditation body's prevailing compensation guideline shall apply.

14. Should both parties (Employer and FDW) agree to extend this contract, she (the FDW) shall be entitled to _____ days. [**recommended 15 days**] of paid home leave (inclusive of return ticket to her City of origin).

15. If the FDW does not wish to utilize her leave as stated in clause 13, the Employer shall pay the FDW *a lump sum equivalent to the return ticket to her city of origin/ a lump sum of S\$ _____ (*delete where applicable*).

16. The Employer shall provide the FDW with free medical services. In the event that the FDW falls ill or suffers personal injury during the period of employment, except for the period the FDW leaves Singapore of her own violation and for her own personal purposes, the Employer shall bear all the necessary treatment costs, including medical consultation, medicine, hospitalization and others.

Should the FDW be incapacitated due to work connected illness or injuries, the employer shall immediately repatriate the FDW to Sri Lanka with free transportation fare through the insurance coverage provided by the employer for the FDW. It is understood that the parties shall abide by the provisions of relevant Singapore Law for the compensation, recoverable from the insurance policy if any.

17. In the case of death, the employer shall bear the expenses for the repatriation of remains of the FDW and her personal effects of properties to her relatives in Sri Lanka or if the repatriation of the remains is not possible under the circumstances, the proper disposition thereof upon previous arrangement with the workers next-of-kin, or in the absence of the latter, the Sri Lanka Labour Counsellor Attaché of High Commission of Sri Lanka in Singapore. When appropriate, the insurance policy can be activated upon the death of the housekeeper.
18. External communications shall be made available for the FDW and the employer must allow the FDW seek the advice/ help of the relevant bodies/ authorities such as the Employment Agency, Ministry of Manpower etc at all times.
19. The employer shall provide safe-working conditions for the FDW at all times.

Part IV: Termination

20. Either party may terminate this contract by giving _____ notice **[recommended at least one week]**.
21. Either party may terminate the Contract without notice if either party is in breach of the work permit condition(s).
22. In cases where the employer decides to terminate the contract under any circumstances, the employer should ensure the FDW's proper upkeep until she is repatriated or transferred to another employer, whichever is applicable.
23. The employer shall be responsible to bear the cost of repatriation of the FDW at all times.
24. Upon termination or expiry of the contract, the Employer shall bear the cost of repatriating the FDW back to _____ [her town/ city of origin] in _____ [country].
25. Should both parties agree to renew this employment relationship, a new employment contract shall be signed for another period of not more than two years with an increase of salary by a minimum of 10% by both the employer and the FDW.

Part V: Others

26. Any substantial variation or addition to the terms of this Contract shall be deemed void unless made with the consent of both parties to the Contract and a witness through signatories.
27. Any dispute arising from this Contract shall be referred to the Employment Agency for mediation. If it cannot be settled, the dispute can be referred at the election of either party to an alternative dispute resolution mechanism.
28. In the case whereby any term of the contract contradicts the existing Work Permit conditions or any Singapore government regulations, the latter two shall supersede.
29. All parties agree that this contract shall not be altered, amended or substituted without the approval of the Sri Lanka Labour Counsellor Attaché of High Commission of Sri Lanka in Singapore and without written consent of both the employer and the employee as witnesses.
30. Duties & Obligations of the Sri Lanka Agent
 - (a) Ensure that the FDW is physically, psychologically and emotionally fit to work, inclusive of a full medical examination and certified fit to work by a registered medical examination and certified fit to work by a registered medical practitioner in Sri Lanka covering x-ray, HIV (Aids), VDRL, Hepatitis B, and pregnancy before departure;
 - (b) Ensure that all the laws and requirements imposed by the Sri Lanka Government are complied with;
 - (c) Ensure that all financial obligation of the FDW such as of agency fees processing fees etc are paid prior to her departure from Sri Lanka;
 - (d) Ensure that the deployment of the FDW is facilitated without delay.
31. Duties & Obligations of the Singapore Agent
 - (a) Ensure that the employer is financially qualified and fit to recruit an expatriate worker in accordance with the pertinent laws of Singapore;
 - (b) Ensure that all financial obligations such as the payment of agency fees, processing fees etc are paid by the employer upon arrival by the FDW;
 - (c) Ensure that the employer shall observe the provisions of the employment contract;
 - (d) Extended assistance to the employer and FDW in settling any dispute which may arise between them;
 - (e) In the event, the employer and the housekeeper fail to settle their differences, despite assistance from the concerned individuals and offices, the Singapore agent shall assist the FDW to transfer to another employer or assist in the repatriation of the FDW.

- (f) All Sri Lankan migrant workers should be registered with Sri Lanka High Commission in Singapore on arrival in Singapore
- (g) The Sri Lanka High Commission should be notified of any transfer of Sri Lankan migrant worker to another Employer and register a new contract for each transfer.
- (h) The Sri Lanka High Commission should be notified of any repatriation of Sri Lankan migrant worker.
- (i) Sri Lanka High Commission should be notified of any Sri Lankan migrant worker traveling out of Singapore on vacation.
- (j) Agency should ensure the employment contract with employer is renewed every two years with the Sri Lanka High Commission.
- (k) Agents should provide accurate Employer and Employee details such as address, telephone number and other necessary details at the time of signing the contract.

This contract embodies the entire understanding of the parties hereto and there no promises, term, conditions or obligations oral or written expressed or implied, other than those contained herein.

A copy of this contract has been made for each for the within-named parties, and the High Commission of Sri Lanka (in Singapore)

INWITNESS WHEREOF the contracting parties having read carefully and fully understood the terms and conditions of this contract herewith set their signature on the dates and places as follows.

Section C: Employer's Declaration

I have read and understood the contents of this contract, and hereby agree to abide by it.

The Employer's Signature : _____

Witnessed by (Name & Signature) : _____

Date : _____

Section D: Foreign Domestic Worker's Declaration

I have read and understood the contents of this contract, and hereby agree to abide by it.

The Foreign Domestic Worker's Signature : _____

Witnessed by (Name & Signature) : _____

Date : _____

Section E: Singapore Agent's Declaration

I have read and understood the contents of this contract, and hereby agree to abide by it.

The Singapore Agent's Signature : _____

Witnessed by (Name & Signature) : _____

Date : _____

Section F: Sri Lanka Agent's Declaration

I have read and understood the contents of this contract, and hereby agree to abide by it.

The Sri Lanka Agent's Signature : _____

Witnessed by (Name & Signature) : _____

Date : _____

Section G: AUTHENTICATION by Sri Lanka High Commission

Reg. No.

Date:

Signature:

Section H: AUTHENTICATION by SLBFE

Date:

Signature:

Job Scope Sheet for Foreign Domestic Worker

Employment Agency Name : _____
License No. : _____ **Reference No. :** _____

This job scope sheet pertains to the job offer made by the *Employer* to the *FDW*. It shall be translated into the FDW's language and given to her before she signs the employment contract.

Particulars of Parties

The Employer

Full Name: _____ NRIC/ Passport No.: _____

The Foreign Domestic Worker (FDW)

Full Name: _____ Passport No.: _____

Job Scope

32. Persons in household of Employer's Family:

- _____ adults
- _____ young adults aged 13 to 18
- _____ children aged 5 to 12
- _____ children aged between 3 to 5
- _____ infants/ babies below 3
- _____ person(s) requiring constant care and attention (excluding babies)

33. The FDW shall be required to perform domestic duties as follows (to tick where applicable):

- _ Household chores
 - _ Cooking
 - _ Looking after aged person(s) in the household [constant attention is *required/ not required].
 - _ Baby-sitting
 - _ Child-minding
 - _ Others (please specify): _____
-
-

34. Place of Work (to tick where applicable)

- a) House type
 - _____ Landed property
 - _____ Condominium/ Private Apartment
 - _____ HDB 5-room or larger
 - _____ HDB _____ - Room Flat (*specify no. Of rooms*)
- b) Number of Bedrooms is the house: _____

Schedules of Salary Payment and Loan (including loan for placement fee) Repayment

Name of Employer: _____

Name of FDW: _____

Monthly Salary of FDW: S\$ _____

Total Amount of Loan (including loan for placement fee): S\$ _____

Schedule of Salary Payment				Schedule of Loan (including loan for placement fee) Repayment			
Month / Year	Date of Salary Payment	FDW Acknowledgement (Signature)		Monthly Loan Repayment*	Date of Repayment	Employer's Acknowledgement (Signature)	FDW Acknowledgement (Signature)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							

Schedule of Salary Payment				Schedule of Loan (including loan for placement fee) Repayment			
Month/ Year	Date of Salary Payment	FDW Acknowledgement (Signature)		Monthly Loan Repayment*	Date of Repayment	Employer's Acknowledgement (Signature)	FDW Acknowledgement (Signature)
22							
23							
24							
** Total Amount (S\$)				:			

* Delete rows where necessary.

** The total amount should be filled in at the point of acknowledging this schedule, and it shall be the sum total of the monthly loan repayment.

I hereby declare that I understood and agree with the monthly salary and total amount of loan indicated above.

Name/ Signature of FDW

Name/ Signature Employer

Date

Date

Witnessed by Employment Agency Representative:

Name/ Signature: _____