

## **The Working Committee 2: Draft Foreign Domestic Workers Bill/Regulations: 2003**

In November 2003, The Working Committee 2 produced the draft of a bill on foreign domestic workers and passed to the Ministry of Manpower for consideration.

Transient Workers Count Too presents the draft on our website as a comprehensive representation of what our forerunner group believed, in 2003, would be a fair and practical compendium of legal provisions governing the foreign domestic worker issue. It reflects what we thought was achievable in the near future, not necessarily what we thought were the conditions that ought to prevail. That is why, for example, the draft only provides for a minimum of one day off every two weeks for domestic workers. Public opinion has moved on a little since then and so have the views of Transient Workers Count Too: if we were drafting such a bill now, we would certainly make provision for a day off every week.

We found it odd to use 'he' and 'his' in reference to a group of workers who are all female, but decided to follow parliamentary convention.

TWC2 published the text of the bill in print form in the book edited by John Gee and Elaine Ho, 'Dignity Overdue'. This is its first online publication.

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Transient Workers Count Too

[www.twc2.org.sg](http://www.twc2.org.sg);

Telephone: 6247-7001

### **Draft for Discussion Purposes**

## **FOREIGN DOMESTIC WORKERS BILL / REGULATIONS**

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Schedule A

**PART I**  
**PRELIMINARY**

Short Title and Commencement

1. This Act / Regulations may be cited as the Foreign Domestic Workers Act / Regulations.

2. In this Act / Regulations, unless the context otherwise requires-

**"contract of service"** means any contract or agreement whereby one person agrees to employ a foreigner as a domestic worker and the foreigner agrees to serve the employer as a domestic worker;

**"cost of repatriation"** means all repatriation costs including transport costs related to the travel of the Domestic Worker from Singapore to his customary place of residence in his country or an equivalent amount where the domestic worker does not return to his country of residence after the expiry of the contract;

**"day"** means a period of 24 hours beginning at midnight;

**"domestic worker"** means a foreigner who

- (a) is employed at an employer's private residence to provide cooking, cleaning, child care or other prearranged services in accordance with the contract of service, and
- (b) resides at the employer's private residence;

**"employer"** includes a person who

- (a) has the control or authority over the domestic worker; or
- (b) applied for the work permit of the domestic worker;

**"employment agency"** means a person, firm, company or a business who, for a fee, recruits or offers services for the recruitment of domestic workers for employers;

**"foreigner"** means any person who is not a citizen or permanent resident of Singapore;

**"home leave"** means the paid leave entitlements of the domestic worker upon the renewal or extension of his contract of service with the employer;

**"hours of work"** means the time during which a domestic worker is required to spend his time at the disposal of the employer and is not free to dispose of his own time and movements and includes any intervals allowed for rest and meals during this period;

**"medical officer"** means a dentist registered under the Dentists Act, or a medical practitioner, employed by the Government or by an approved hospital;

**"medical practitioner"** means a medical practitioner registered under the Medical Registration Act;

**"probation period"** means the initial period of the contract of services, during which period of time, the employer and the domestic worker determine the suitability of the domestic worker to carry out the contract of services and to work for the employer at the employer's residence;

**"regular wage"** means the daily wage that equals to the domestic worker's monthly wage multiplied by 12 months and divide the product by 365 minus number of rest days in a year;

**"salary"** means all monetary remuneration and emoluments payable to a domestic worker, but does not include the following:

- (a) the value of any house accommodation, supply of electricity, water, medical attendance, or other amenity, or of any service excluded by general or special order of the Minister published in the Gazette;
- (b) additional payment by way of overtime, bonus or commission;
- (c) any travelling, food or housing allowances
- (d) any sum paid to a domestic worker to reimburse him for special expenses incurred by him in the course of his employment.

**"scope of services"** means the list of services to be provided by the domestic worker in the contract of service,

**"termination of employment"** means the expiration of the contract of service or termination of the contract of service in accordance with this Act / Regulations.

#### **Existing Law Not Affected**

3. Nothing in this Act / Regulations shall operate to relieve any employer of any duty or liability imposed upon him by the provisions of any other written law for the time being in force or to limit any powers given to any public officer by any other written law.

## PART II

### **CONTRACTS OF SERVICE**

#### **Illegal Terms of Contract**

4. Every term of a contract of service whether made before or after the effective date of this Act / Regulations which provides a condition of service which is less favourable to a domestic worker than any of the conditions of service prescribed by this Act / Regulations shall be illegal, null and void to the extent that it is less favourable.

#### **Minimum Age**

5. An employer shall not employ a domestic worker who is less than 18 years old. Any contract of service between an employer and a domestic worker who is less than 18 years old is null and void.

#### **Written Contract of Service Required for Domestic Workers**

6. -(1) All contracts of service for Domestic Workers shall be in writing in English and in the language of the domestic worker's country of residence.

(2) Upon employing a domestic worker, the employer must provide the domestic worker with a copy of the contract of service in both languages for his retention. Copies of these documents must be given to the Ministry of Manpower within 30 days of executing the contract of service.

(3) The contract of service shall clearly state the conditions of employment, including:

- (a) the commencement date and term of the contract, including the probation period;

- (b) the obligations of the employee, including a description of the scope of duties the domestic worker is required to carry out and the number of people in the household for whom the domestic worker is required to perform these duties;
- (c) the obligations of the employer;
- (d) the number of hours that the domestic worker is required to work each day;
- (e) the amount of salary, and when the salary falls due each month and the regular wage computed in accordance with this Act / Regulations;
- (f) the domestic worker's entitlement to rest days and holidays, sick leave and home leave.;
- (h) the right of parties to terminate the contract of service, including the amount of notice required to terminate the contract of service.

(3) The scope of duties that the domestic worker is required to carry out shall be determined in accordance with the experience and skills of the domestic worker.

#### **Probation**

7. Every contract of service shall provide a probation period of at least 14 consecutive days, during which the notice period to terminate the contract of service shall be a minimum of one day.

#### **Termination of Contract**

8. A contract of service shall, unless otherwise terminated in accordance with the provisions of this Part, terminate when the period of time for which the contract was made has expired.

#### **Notice of Termination of Contract**

9. -(1) Either party to a contract of service may give to the other party notice of his intention to terminate the contract of service.

(2) The length of such notice shall be the same for both the employer and the domestic worker and shall be determined by any provision made for the notice in the contract of service which shall not be less than that stated below and, in the absence of such provision, shall be in accordance with that stated below-

- (a) one (1) day's notice if the notice is given during the probation period;
- (b) two (2) weeks' notice if the notice is given after the probation period has lapsed.

(3) This section shall not be taken to prevent either party from waiving his right to notice on any occasion.

(4) Such notice may be oral or written and may be given at any time. Where the notice is oral, it shall be witnessed by at least one representative of the employment agency who arranged the placement of the domestic worker with the employer. Where the notice is in writing, it shall state the day on which the notice is given and that day shall be included in the period of the notice.

#### **Termination of Contract without Notice**

10. -(1) Either party to a contract of service may terminate the contract of service without notice or, if notice has already been given in accordance with section 9, without waiting for the expiry of that notice, by paying to the other party an amount equal to the amount of salary at the regular wage rate which would

have accrued to the domestic worker during the period of notice. This payment in lieu of notice is in addition to any costs that the employer may have to bear under section 22 or section 23.

(2) Either party to a contract of service may terminate the contract of service without notice in the event of any wilful breach by the other party of a condition of the contract of service.

#### **When Contract is Deemed to be Broken by Employer and Domestic Worker**

**11.** -(1) An employer shall be deemed to have broken his contract of service with the domestic worker if he fails to pay salary or make any payments due in accordance with this Act / Regulations for a period exceeding seven (7) or more days.

(2) A domestic worker shall be deemed to have broken his contract of service with the employer if he has been continuously absent from work for more than one (1) day -

(a) without prior consent from his employer or without valid reason ; or

(b) without informing or attempting to inform his employer of the reason for such absence.

(3) For the purpose of subsection (2) and in the event of circumstances that require the domestic worker to take emergency unpaid leave, the employer shall not unreasonably delay or withhold consent for the domestic worker to take leave.

#### **Misconduct of Domestic Worker**

**12.** -(1) An employer may after due inquiry dismiss without notice a domestic worker on the grounds of conduct inconsistent with the fulfilment of the express or implied conditions of his service under the contract of service.

(2) Where a domestic worker is requested to perform work that is outside the scope of the contract of service, notwithstanding that he has complied with his employer's requests to perform such work on previous occasion(s), it is not considered misconduct or wilful breach, if the domestic worker refuses to carry out this work or carries out this work incompetently.

#### **Termination by Domestic Worker Threatened by Danger.**

**13.** -(1) A domestic worker may terminate the contract of service with his employer without notice where he is immediately threatened by danger to the person by violence or disease such as the domestic worker did not by his contract of service undertake to run.

(2) An employer may terminate the contract of service with the domestic worker without notice where his safety or the safety of his family is immediately threatened by the domestic worker.

#### **Letter of Release**

**14.** In the event that the contract of service expires or that the employer exercises his right to terminate the contract of service:

(a) during the probation period, the employer shall provide a letter of release on or before the notice of termination expires; or

(b) by notice under section 9 or payment in lieu of notice under section 10 or where the contract is terminated as a result of the employer's default under section 10, section 11 or section 13, the employer shall provide a letter of release upon the domestic worker's request within seven (7) days from the date of request

Provided that the domestic worker has not been convicted of any grave misconduct or punishable offences defined by law.

### **PART III**

#### **SALARY AND OTHER PAYMENTS**

##### **Minimum Wage**

**15.** An employer must pay a domestic worker at least the minimum salary prescribed in **Schedule 1**.

##### **Computation of salary for incomplete month's work**

**16.** If a domestic worker has not completed a whole month of service because -

- (a) he commenced employment after the first day of the month;
- (b) his employment was terminated before the end of the month;
- (c) he took leave of absence without pay for one or more days of the month;

the salary due to him for that month shall be calculated in accordance with the following formula:

##### **Monthly Salary**

**X Number of days the domestic worker  
actually worked in that month**

Number of days on which the domestic  
worker is required to work in that month

##### **Time of Payment**

**17.** -(1) The salary for domestic workers shall be payable at the end of every month of employment.

(2) An employer must fully pay to a domestic worker all wages (including pay for work performed during rest days or public holidays) earned by the domestic worker in a pay period within and no later than seven (7) days after the end of the month.

(3) In the event of renewal or extension of the contract of service, an employer shall pay the domestic worker the amounts due under section 30 seven (7) days prior to the domestic worker taking his home leave.

(4) In the event of a termination of the contract of service, the total salary and any other sums due to a domestic worker shall be paid not later than the domestic worker's last working day.

(5) A domestic worker has a right to remain on the employer's premises until full settlement of all salary that is due and payable and any other sums that the employer owes the domestic worker.

##### **Mode of Payment**

**18.** -(1) An employer must pay all salaries and other amounts due to the domestic worker

- (a) in cash denominated in Singapore currency; or
- (b) by depositing them to the credit of a domestic worker's bank account;

in accordance with the wishes of the domestic worker.

(2) Where the monthly salary is to be paid in cash, the employer is obliged to keep a written record of these payments and each payment item shall be signed and acknowledged by the domestic worker.

#### **No Unauthorised Deductions to be Made**

**19.** No deductions other than deductions authorised under the provisions of this Act / Regulations shall be made by an employer from the salary of a domestic worker unless they are required to be made by order of a court or other authority competent to make such order.

#### **Authorised Deductions**

**20.** -(1) The following deductions may be made from the salary of a domestic worker:

- (a) deductions for absence from work;
- (b) deductions for recovery of advances or loans or for adjustment of over-payments of salary; and
- (c) any deductions which may be approved from time to time by the Minister.

(2) Loans may be recovered in instalments by deductions from salary.

#### **Incidental Costs of Employment**

**21.** -(1) Subject to subsection (2), the following items of expenditure that are related to the hiring or engagement of a domestic worker shall be borne by the employer and must not be considered advances or loans to a domestic worker and should not be deductible from a domestic worker's salary -

- (a) cost of engaging an employment agency in Singapore to source for or process papers of a domestic worker to work in Singapore;
- (b) fees related to providing the domestic worker with training in Singapore; and
- (c) fees for medical check-ups in Singapore.

#### **Pre-Departure from Country of Origin Costs**

**22.** -(1) Subject to subsection (2), the domestic worker shall bear the pre-departure costs of board and lodging, fees related to obtaining training outside Singapore, travel documentation, medical check ups outside Singapore and costs of transportation from his place of residence in his country to Singapore.

(2) Where, within the first three months after the probation period, the employer exercises his right to terminate the contract of service by notice under section 9 or payment in lieu of notice under section 10 or where the contract is terminated as a result of the employer's default under section 11 or where the employee exercises his right of termination under section (8) or section (13), the employer shall be obliged to bear the pre-departure costs of the domestic worker unless the domestic worker is able to secure alternative employment in Singapore.

#### **Repatriation Costs**

**23.** -(1) Upon expiry of the employment contract, the employer shall bear the cost of repatriation of the domestic worker to his usual abode in his country of residence.

(2) Where the employer terminates the contract during the probation period, the employer shall not be liable to pay any costs of repatriation of the domestic worker.

(3) Where, after the probation period, the employer exercises his right to terminate the contract of service by notice under section 9 or payment in lieu of notice under section 10 or where the contract is terminated as a result of the employer's default under section 11 or where the employee exercises his right of

termination under section (8) or section (13), the employer shall be obliged to pay the repatriation costs of the domestic worker unless the domestic worker is able to secure alternative employment in Singapore.

(4) Where, after the probation period, the domestic worker exercises her right to terminate the contract of service by notice under section 9 or payment in lieu of notice under 10 or where the contract is terminated as a result of the employee's default under section 11 or where the employer exercises his right of termination under section (8) or section (13), the employer shall not be obliged to pay the repatriation costs of the domestic worker.

#### **Offence**

**24.** Any employer failing to pay salary in accordance with the provisions of this Part shall be guilty of an offence.

#### **Power of Minister to Make Recommendations for Minimum Wage Adjustments**

**25.** The Minister may, from time to time, make recommendations for minimum wage adjustment and upon the publication of such recommendations in the Gazette the employer and the domestic worker may negotiate based on such recommendations but shall not conclude the negotiation upon terms less favourable to the domestic worker than such recommendations.

### **PART IV**

#### **REST DAYS, HOURS OF WORK, HOLIDAYS AND OTHER CONDITIONS OF SERVICE**

##### **Rest Day**

**26.** -(1) A domestic worker shall be allowed in each period of 15 days at least one rest day without pay of one whole day which may be Sunday or some other mutually agreed day.

(2) The domestic worker shall not be required to carry out any duties on this rest day and shall be allowed to leave the employer's residence and return at mutually agreed times.

##### **Work on Rest Day**

**27.** -(1) A domestic worker who at his own request works for an employer on a rest day shall be paid for that day at a mutually agreed rate.

(2) A domestic worker who at the request of his employer works on a rest day shall be paid for that day at the minimum rate set out below:-

- (a) if the period of work does not exceed half his normal hours of work, a sum at the regular wage of pay for one day's work;
- (b) if the period of work is more than half but does not exceed his normal hours of work a sum at the regular wage of pay for two days' work.

Provided that by agreement between the employer and the domestic worker, any other day or days may be substituted for a rest day.

##### **Holidays**

**28.** -(1) Every domestic worker shall be entitled to a paid holiday at his regular wage rate on such of the days specified in the Schedule to the Holidays Act as fall during the time that he is employed:

Provided that --

- (a) by agreement between the employer and the domestic worker any other day or days may be substituted for any one or more of the days specified in that Schedule;
- (b) if any of the holidays specified in that Schedule falls on a rest day, the working day next following that rest day shall be a paid holiday.

(2) Notwithstanding subsection (1), no domestic worker shall be entitled to holiday pay for any holiday which falls on a day when the domestic worker is on leave of absence without pay granted by the employer at the request of the domestic worker.

(3) A domestic worker who absents himself from work on the working day immediately preceding or immediately succeeding a holiday or any day substituted therefor under subsection (1) without the prior consent of his employer or without valid reason shall not be entitled to any holiday pay for that holiday.

(4) Notwithstanding subsection (1), any domestic worker may be required by his employer to work on any holiday to which he would otherwise be entitled under that subsection and in such event he shall be paid an extra day's salary in addition to the salary payable for that day.

### **Hours of Work**

**29.** -(1) A domestic worker shall not be required under his contract of service to carry out more than 16 hours of work per day and shall be allowed to have 8 continuous hours per day of rest and / or leisure.

(2) - A domestic worker shall be given reasonable opportunity to have his meals during his hours of work. He shall not be required to work for more than 6 consecutive hours without a period of rest or the opportunity to have a meal.

### **Home Leave**

**30.** -(1) A domestic worker shall be entitled to take paid leave of fifteen (15) days and return to his place of residence in his own country upon the renewal or extension of the contract of service by the employer. In this event, the employer shall provide the domestic worker with a round trip economy class air ticket plus incidental travel expenses to the domestic worker's place of residence in his country.

(2) Where the domestic worker agrees, at his sole discretion, to forego home leave, he shall be given the cash equivalent of fifteen days salary and the air fare and other travel expenses that the employer would otherwise have had to bear under section 25(1).

### **Sick Leave**

**31.** -(1) Any employee shall be entitled to paid sick leave not exceeding the aggregate of fourteen (14) days in each year and in the event of hospitalization, not exceeding the aggregate of sixteen (16) days in each year.

(2) A domestic worker who takes sick leave shall be exempted from carrying out those duties that his condition make him unfit to perform.

(3) A domestic worker is entitled to sick leave either upon:

- (a) the certification of a medical practitioner or medical officer after due examination by such person at the expense of the employer; or
- (b) the employer agreeing to let the employee take sick leave.

(4) The employer is obliged to allow and pay for the domestic worker's health examination by a medical practitioner or medical officer where the domestic worker appears unwell.

(5) The employer shall pay the domestic worker for every day of such sick leave at the regular wage rate.

(4) No domestic worker shall be entitled to paid sick leave on a rest day or on a holiday to which he is entitled under this Act / Regulations or on a day when he is not required to work under his contract of service or on a day when he is on leave of absence without pay granted by the employer at his request.

### **Bank Account**

**32.** -(1) A domestic worker is entitled to establish a bank account in his own name at any time during the contract of service, and upon the domestic worker's request, the employer shall assist the domestic worker to establish this bank account. The employer is not allowed to set up a joint account with the domestic worker into which the monthly salary and other payments owing to the domestic worker is paid or to maintain an account in his own name for such purposes.

(2) The domestic worker is entitled at all times to keep and manage the bank book and other banking documents for his bank account. Where the domestic worker agrees to let the employer hold this bank book and other banking documents for safe-keeping, the employer shall forthwith return the these documents to the domestic worker upon his request.

### **Accommodation and Meals**

**33.** The employer shall provide the domestic worker with:

- (a) Sufficient and proper living quarters where he may have privacy and keep his personal possessions;
- (b) Sufficient and proper sanitary arrangements;
- (c) Sufficient and proper meals.

### **Medical / Hospitalization Benefits**

**34.** -(1) The employer shall purchase, at his own expense, medical and surgical insurance for consultation, medicine, medical treatment or hospitalisation of the domestic worker during the contract of service.

(2) Where the employer fails to provide for this medical insurance, he shall bear the cost of any medical and dental treatment and check ups and/or medical and surgical insurance for consultation, medicine, medical or hospitalisation of the domestic worker during the contract of service.

### **Treatment of Domestic Worker**

**35.** -(1) An employer shall -

- (a) treat the domestic worker with respect and be concerned about his well-being.
- (b) allow the domestic worker:-
  - (i) the time and facilities to practice his religious beliefs;
  - (ii) reasonable opportunity to communicate with his friends and family; and

(iii) the right to his privacy when he is not working.

(c) provide the domestic worker with the necessary guidance and resources to carry out his duties in accordance with the employer's preferences;

(d) ensure that the domestic worker is not subject to ill treatment or abuses such as overwork, non-payment of salary, verbal abuse, threats, violence or sexual or psychological harassment by any member of the household or by visitors.

(2) The employer shall under no circumstances open or allow others to open or inspect the private property of the domestic worker in his absence without reasonable cause or without prior permission.

### **Domestic Worker's Code of Conduct**

**36.** The domestic worker shall -

- (a) be respectful to his employer and members of the household and shall act with honesty and decorum at all times;
- (b) treat with respect and care the property of the employer and members of the household and not invite any third party to the employer's residence without prior permission;
- (c) safeguard the privacy of the employer;
- (d) exercise proper discretion in the use of the employer's appliances such as telephones for personal reasons
- (e) not engage in any illicit or illegal activities.

## **Part V**

### **Relationship with Employment Agencies**

**37.** -(1) It is the responsibility of the employer to:-

- (a) deal with or engage the services of an accredited employment agency for the sourcing and hiring domestic workers; and
- (b) provide detailed descriptions of the employer's requirements to the employment agency so that it may source for the appropriate candidate that fit the employer's requirements.

**Schedule A**

**SCHEDULE OF RECOMMENDED MINIMUM SALARIES**

**WITHOUT RELEVANT OVERSEAS EXPERIENCE**

Size of Household

5 persons & below	-	\$300 per month
Above 5 persons	-	\$350 per month

Upon satisfactory completion of 6 months service, a recommended minimum yearly increment of \$30 shall be given.

**WITH RELEVANT OVERSEAS EXPERIENCE**

Size of Household

5 persons & below	-	\$350 per month
Above 5 persons	-	\$400 per month

Upon satisfactory completion of 6 months service, a recommended minimum yearly increment of \$30 shall be given.

Where the Domestic Worker is required to attend to the elderly sick and the disabled, a recommended \$30 shall be given for specialised care services.