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EMPLOYMENT OF FOREIGN MANPOWER ACT (CHAPTER 91A)

EMPLOYMENT OF FOREIGN MANPOWER (WORK PASSES) REGULATIONS 2012

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In exercise of the powers conferred by section 29 of the Employment of Foreign Manpower Act, Mr Tan Chuan-Jin, Senior Minister of State, charged with the responsibility of the Minister for Manpower, hereby makes the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Employment of Foreign Manpower (Work Passes) Regulations 2012 and shall come into operation on 9th November 2012.

Work passes

2.—(1) The following categories of work passes may be issued by the Controller:

- (a) work permit (including a training work permit);
- (b) S pass;
- (c) employment pass (including a training employment pass);
- (d) personalised employment pass;
- (e) EntrePass;
- (f) work holiday pass;
- (g) miscellaneous work pass; and
- (h) letter of consent.

(2) A work pass may be —

- (a) in the form of a card;
- (b) an endorsement made in the passport or other travel document of the work pass holder; or
- (c) in such other form as the Controller may determine.

(3) Where any pass issued to a foreigner by the Controller of Immigration under the Immigration Act (Cap. 133) expires and is not renewed or is cancelled, and the foreigner is the holder of an in-principle approval or a work pass, the in-principle approval or work pass issued to the foreigner shall by the operation of this regulation also cease to be valid.

In-principle approval

3.—(1) Every in-principle approval of an application for a work permit issued to a foreign employee whose occupation as stated in the application is “domestic worker” shall be subject to the conditions set out in Part I of the First Schedule and the regulatory conditions set out in Part II of the First Schedule, being conditions and regulatory conditions to be complied with by the employer of the foreign employee.

(2) Every in-principle approval of an application for a work permit issued to a foreign employee whose occupation as stated in the application is other than “domestic worker” shall be subject to the conditions set out in Part III of the First Schedule and the regulatory conditions set out in Part IV of the First Schedule, being conditions and regulatory conditions to be complied with by the employer of the foreign employee.

(3) Every in-principle approval of an application for an S pass issued to a foreign employee shall be subject to the conditions set out in Part I of the Second Schedule and the regulatory conditions set out in Part II of the Second Schedule, being conditions and regulatory conditions to be complied with by the employer of the foreign employee.

(4) Every in-principle approval of an application for an employment pass issued to a foreign employee shall be subject to the conditions set out in Part I of the Third Schedule, being conditions to be complied with by the employer of the foreign employee.

(5) An in-principle approval of an application for a work pass issued to a foreign employee shall lapse and cease to be valid immediately upon the work pass being issued to the foreign employee by the Controller.

Work permit

4.—(1) Every application for a work permit to be issued to a foreign employee shall —

(a) be made —

(i) by the foreign employee; and

(ii) by the employer of the foreign employee, or on behalf of that employer by a person authorised by the employer;

(b) be made in such form as the Controller may determine; and

(c) be supported by such information, statements and documents as the Controller may require.

(2) Every work permit issued to a foreign employee whose occupation on the work permit as stated is “domestic worker” shall be subject to the conditions set out in Part I of the Fourth Schedule and the regulatory conditions set out in Part II of the Fourth Schedule, being conditions and regulatory conditions to be complied with by the employer of the foreign employee.

(3) Every work permit issued to a foreign employee whose occupation on the work permit as stated is other than “domestic worker” shall be subject to the conditions set out in Part III of the Fourth Schedule and the regulatory conditions set out in Part IV of the Fourth Schedule, being conditions and regulatory conditions to be complied with by the employer of the foreign employee.

(4) Every work permit issued to a foreign employee whose occupation on the work permit is stated as a “construction worker” or “construction worker-cum-driver” shall be subject, in addition to the conditions set out in Part III of the Fourth Schedule and the regulatory conditions set out in Part IV of the Fourth Schedule, to the regulatory conditions set out in Part V of the Fourth Schedule, being regulatory conditions to be complied with by the employer of the foreign employee.

[S 333/2015 wef 01/06/2015]

(5) Every work permit issued to a foreign employee shall be subject to the conditions set out in Part VI of the Fourth Schedule and the regulatory conditions set out in Part VII of the Fourth Schedule, being conditions and regulatory conditions to be complied with by the foreign employee.

[S 563/2013 wef 03/09/2013]

(6) The Controller may issue a work permit, which shall be known as a training work permit, to a foreigner who is receiving or is about to

receive training in connection with the occupation, trade or business of the employer of that foreigner.

(7) A work permit issued to a foreign employee may be cancelled on an application to the Controller made —

- (a) by the employer of the foreign employee, or on behalf of that employer by a person authorised by the employer; and
- (b) in such form and manner as the Controller may determine.

S pass

5.—(1) Every application for an S pass to be issued to a foreign employee shall —

- (a) be made —
 - (i) by the foreign employee; and
 - (ii) by the employer of the foreign employee, or on behalf of the employer by a person authorised by the employer;
- (b) be made in such form as the Controller may determine;
- (c) be accompanied by an undertaking from the employer or a sponsor of the foreign employee in such terms as the Controller may determine; and
- (d) be supported by such information, statements and documents as the Controller may require.

(2) An S pass issued to a foreign employee may be cancelled on an application to the Controller made —

- (a) by the employer of the foreign employee, or on behalf of that employer by a person authorised by the employer; and
- (b) in such form and manner as the Controller may determine.

(3) Every S pass issued to a foreign employee shall be subject to —

- (a) the conditions set out in Part I of the Fifth Schedule and the regulatory conditions set out in Part II of the Fifth Schedule, being conditions and regulatory conditions to be complied with by his employer; and

- (b) the conditions set out in Part III of the Fifth Schedule and the regulatory conditions set out in Part IV of the Fifth Schedule, being conditions and regulatory conditions to be complied with by the foreign employee.

[S 563/2013 wef 03/09/2013]

Employment pass

6.—(1) Every application for an employment pass to be issued to a foreign employee shall —

- (a) be made —
- (i) by the foreign employee; and
 - (ii) by the employer of the foreign employee, or on behalf of the employer by a person authorised by the employer;
- (b) be made in such form as the Controller may determine;
- (c) be accompanied by an undertaking from the employer or a sponsor of the foreign employee in such terms as the Controller may determine; and
- (d) be supported by such information, statements and documents as the Controller may require.

(2) The Controller may issue an employment pass, which shall be known as a training employment pass, to a foreigner who is receiving or is about to receive training in connection with the occupation, trade or business of his employer.

(3) Every employment pass issued to a foreign employee shall be subject to —

- (a) the conditions set out in Part I of the Sixth Schedule and the regulatory conditions set out in Part II of the Sixth Schedule, being conditions and regulatory conditions to be complied with by his employer; and
- (b) the conditions set out in Part III of the Sixth Schedule, being conditions to be complied with by the foreign employee.

(4) An employment pass issued to a foreign employee may be cancelled on an application to the Controller made —

- (a) by the employer of the foreign employee, or on behalf of that employer by a person authorised by the employer; and
- (b) in such form and manner as the Controller may determine.

Personalised employment pass

7.—(1) Every application for a personalised employment pass shall be submitted by a foreign employee and shall —

- (a) be made in such form as the Controller may determine;
- (b) be accompanied by an undertaking from the foreign employee in such terms as the Controller may determine; and
- (c) be supported by such information, statements and documents as the Controller may require.

(2) Every personalised employment pass issued to a foreign employee shall be subject to the condition that during the validity period of the personalised employment pass, the personalised employment pass holder shall notify the Controller, in such form and manner as the Controller may determine, of —

- (a) any change of his employer, or in his employment status, in Singapore within 7 days after the change;
- (b) any change in his contact details, including his residential and work place addresses, within 14 days after the change;
- (c) any change of the person (specified by the holder) who may be contacted by the Controller for any purpose in relation to his personalised employment pass (referred to in this regulation as the contact person) within 7 days after the change;
- (d) any change in the contact details, including residential address, of the contact person within 7 days after the foreign employee becomes aware of the change; and

(e) his annual salary at the end of each calendar year within 30 days after the end of the calendar year.

(3) Every personalised employment pass issued to a foreign employee shall be subject to the condition that during the validity of the personalised employment pass, the foreign employee shall —

- (a) engage only in the trade, occupation or type of employment specified in the personalised employment pass; and
- (b) obtain the prior consent of the Controller at least 7 days before engaging in any trade, occupation or type of employment or a vocation, profession or any activity not specified in the personalised employment pass.

(4) Every personalised employment pass issued to a foreign employee and which is applicable to the employer of the holder of the personalised employment pass shall be subject to the additional condition that the employer shall notify the Controller, in such form as the Controller may determine, of the commencement and cessation of the holder's employment with that employer within 7 days after the commencement and cessation, respectively.

(5) A personalised employment pass issued to a foreign employee may be cancelled on an application to the Controller made by the holder thereof (or the holder's personal representative) and in such form and manner as the Controller may determine.

EntrePass

8.—(1) The Controller may issue an EntrePass to a foreigner if the Controller is satisfied that the foreigner plans to set up, or operate a business in Singapore, whether in the form of —

- (a) a body corporate incorporated under the Companies Act (Cap. 50);
- (b) a sole proprietorship or a firm registered under the Business Names Registration Act 2014 (Act 29 of 2014); or
[S 143/2017 wef 03/01/2016]
- (c) a limited liability partnership registered under the Limited Liability Partnerships Act (Cap. 163A),

or otherwise.

(2) Every application for an EntrePass shall be submitted by the foreigner and shall —

- (a) be made in such form as the Controller may determine;
- (b) be accompanied by —
 - (i) an undertaking from the foreigner on such terms as the Controller may determine; or
 - (ii) an undertaking from his sponsor which must be a body corporate incorporated under the Companies Act on such terms as the Controller may determine; and
- (c) be supported by such information, statements and documents as the Controller may require.

(3) Every EntrePass issued to a foreigner shall be subject to the condition that during the validity of the EntrePass, the foreigner shall —

- (a) engage only in the trade, vocation, profession or activity specified in the EntrePass (unless sub-paragraph (b) applies);
- (b) obtain the prior consent of the Controller at least 7 days before engaging in any trade, occupation or type of employment or a vocation, profession or any activity not specified in the foreigner's EntrePass;
- (c) notify the Controller, in such form and manner as the Controller may determine, of any change in contact details, including the foreigner's residential and work place addresses, within 14 days after the change; and
- (d) apply to the Controller to cancel the EntrePass within 7 days after the cessation of the business in respect of which the EntrePass was issued.

(4) An EntrePass issued to a foreigner may be cancelled on an application to the Controller made by the holder thereof (or the holder's personal representative) and in such form and manner as the Controller may determine.

Work holiday pass

9.—(1) Every application for a work holiday pass shall be submitted by a foreigner and shall —

- (a) be made in such form as the Controller may determine;
- (b) be accompanied by an undertaking from the foreigner in such terms as the Controller may determine; and
- (c) be supported by such information, statements and documents as the Controller may require.

(2) A work holiday pass issued to a foreigner may be cancelled on an application to the Controller made by the holder thereof (or his personal representative) and in such form and manner as the Controller may determine.

Miscellaneous work pass

10.—(1) Every application for a miscellaneous work pass to be issued to a foreigner shall be —

- (a) made by his sponsor which must be —
 - (i) a body corporate incorporated under the Companies Act (Cap. 50);
 - (ii) a religious group in Singapore; or
 - (iii) a school registered under the Education Act (Cap. 87);
- (b) made in such form as the Controller may determine;
- (c) accompanied by an undertaking from the sponsor of the foreigner in such terms as the Controller may determine; and
- (d) supported by such information, statements and documents as the Controller may require.

(2) A miscellaneous work pass issued to a foreigner may be cancelled on an application to the Controller made by the sponsor of the foreigner and in such form and manner as the Controller may determine.

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- (3) In this regulation, “religious group” includes —
- (a) any company or other body corporate incorporated under the Companies Act or any other written law for the purpose of promoting any religion, religious worship or dealing with religious affairs or practising, conducting, teaching or propagating any religious belief; and
 - (b) any body of persons, whether or not registered as a society under the Societies Act (Cap. 311), whose object is the promotion of any religion, religious worship or the practice, conduct, teaching or propagating of any religious belief.

Letter of consent

11.—(1) The Controller may issue a letter of consent to the holder of any pass issued by the Controller of Immigration under the Immigration Regulations (Cap. 133, Rg 1) (referred to in this regulation as an immigration pass) to allow him to engage in any form of paid employment, or in any business, profession or occupation in Singapore for a duration corresponding to the validity of his immigration pass.

(2) Every letter of consent issued to a foreigner shall during the validity of the letter of consent be subject to the condition that the foreigner shall —

- (a) engage only in the trade, occupation or type of employment or a vocation, profession or any activity specified in the letter of consent (unless sub-paragraph (b) applies); and
- (b) obtain the prior consent of the Controller before engaging in any trade, occupation or type of employment or a vocation, profession or any activity not specified in the letter of consent.

(3) Every letter of consent issued to a foreigner shall be subject to the condition that the foreigner shall, within 7 days after —

- (a) the termination or completion (without renewal) of the employment which is the subject of the letter of consent; or
- (b) the cancellation or expiry without renewal of the foreigner’s immigration pass,

inform the Controller of such termination or completion of employment, or such cancellation or expiry of the immigration pass, as the case may be.

Furnishing of security

12.—(1) The Controller may require such security as the Controller thinks necessary to be furnished —

(a) by or on behalf of a work pass holder, for the purpose of ensuring the work pass holder's compliance with the Act and with any condition of his work pass or any other requirement imposed on the work pass holder under the Act; or

(b) by or on behalf of —

(i) an employer of the work pass holder or any group or class of work pass holders; or

(ii) a sponsor of the work pass holder or any group or class of work pass holders,

for the purpose of ensuring compliance with any undertaking given by or requirement imposed upon the employer or sponsor of the work pass holder or any group or class of work pass holders, as the case may be.

(2) A security shall be furnished in such form and manner as the Controller may determine and may be by bond, guarantee, cash deposit or any other method, or by any 2 or more different methods.

(3) Where a security is furnished under this regulation, the work pass holder, the employer or sponsor of the work pass holder or any group or class of work pass holders, as the case may be, shall comply with the conditions specified in the security.

Forfeiture of security

13.—(1) If the Controller is satisfied that a work pass holder, an employer or sponsor of a work pass holder or any group or class of work pass holders, as the case may be, has failed to comply with any condition specified in respect of any security furnished under

regulation 12, the Controller may direct the forfeiture of the security or any part thereof.

(2) The forfeiture of any security under this regulation shall be without prejudice to the taking of proceedings against any person for any offence or prescribed infringement under the Act or these Regulations.

(3) Notice of the forfeiture of any security or any part thereof shall be given to the work pass holder, the employer or sponsor of the work pass holder or any group or class of work pass holders, as the case may be.

Fees

14.—(1) There shall be payable to the Controller in respect of any matter set out in the first column of the Seventh Schedule the respective fee specified in the second column thereof.

(2) The fees shall be payable in such manner as the Controller may specify or require.

Refund

15.—(1) Subject to paragraph (2), it shall be lawful for the Controller, if it is proved to his satisfaction that any money has been overpaid or erroneously paid as a fee, to order the refund of the money so overpaid or erroneously paid.

(2) No such refund shall be allowed unless a claim in respect thereof is made by or on behalf of the payer concerned in writing within 3 months after the overpayment or erroneous payment was made.

Waiver of fees

16. The Controller may, in his discretion, waive wholly or in part the payment of any of the fees specified in the Seventh Schedule.

Recovery of certain fees for damaged or lost work pass

17. For the purposes of section 25(6)(a) of the Act, the Controller permits an employer to recover —

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- (a) fees specified in item 1(e) and (f) of the Seventh Schedule from a foreign employee whose occupation as stated in the work permit is “domestic worker” if the damage to or loss of the foreign employee’s work permit was caused by the negligence of the foreign employee;
 - (b) fees specified in items 1(e) and (f), 6(c) and (d) and 10(e) and (f) of the Seventh Schedule from a foreign employee whose occupation as stated in the work permit is other than “domestic worker” if the damage to or loss of the foreign employee’s work permit was caused by the negligence of the foreign employee;
 - (c) fees specified in item 2(d) and (e) of the Seventh Schedule from a foreign employee issued with an S pass if the damage to or loss of the foreign employee’s S pass was caused by the negligence of the foreign employee;
 - (d) fees specified in items 3(d) and (e), and 7(c) and (d) of the Seventh Schedule from a foreign employee issued with an employment pass if the damage to or loss of the foreign employee’s employment pass was caused by the negligence of the foreign employee;
 - (e) fees specified in item 4(c) and (d) of the Seventh Schedule from a foreign employee issued with a personalised employment pass if the damage to or loss of the foreign employee’s personalised employment pass was caused by the negligence of the foreign employee; and
 - (f) fees specified in item 8(b) and (c) of the Seventh Schedule from a foreign employee issued with a work holiday pass if the damage to or loss of the foreign employee’s work holiday pass was caused by the negligence of the foreign employee.

Liability for certain costs

18.—(1) Without prejudice to any written law, for the purposes of section 25(6)(f) of the Act, an employer of a foreign employee issued with an S pass, employment pass, personalised employment pass, work holiday pass or miscellaneous work pass shall bear and be liable

for costs associated with training the foreign employee where the training is required by the employer except the Controller permits the foreign employee bearing such costs if the foreign employee consents in writing to bear such costs.

(2) For the purposes of section 25(6)(g) of the Act, an employer of a foreign employee issued with an S pass, employment pass, personalised employment pass, work holiday pass or miscellaneous work pass shall bear and be liable for any costs associated with repatriating the foreign employee except the Controller permits the foreign employee bearing such costs if the foreign employee consents in writing to bear such costs.

Personal identifier may be taken

19.—(1) The Controller, an employment inspector or any person duly authorised by the Controller may take the personal identifier of —

- (a) any person who applies for or has been issued with a work pass; or
- (b) any person suspected or has been convicted of an offence under the Act.

(2) The Controller may —

- (a) upon the request in writing of —
 - (i) the Commissioner of Police or a police officer authorised in writing by the Commissioner; or
 - (ii) a head of department of any law enforcement agency or an officer of such agency authorised in writing by the head of department; and
- (b) for such purpose, as stated in the request, which the Controller thinks appropriate,

authorise the dissemination of any record of the personal identifiers obtained under paragraph (1) to the person making the request.

Application of work pass conditions to sole proprietorships

20.—(1) Where —

- (a) a registered business which is a sole proprietorship is to be transferred on or after 1st February 2011 from one person (referred to as transferor) to another person (referred to as transferee); and
- (b) the contract of employment between a foreign employee and the transferor does not terminate because of the transfer but has effect as if originally made between the foreign employee and the transferee,

that transferee shall, not less than 30 days before the transfer of the registered business to him, apply to the Controller to vary the work permit issued to the foreign employee so that the transferee is registered as the employer of the foreign employee.

(2) Where any transferee fails to comply with any requirement of paragraph (1), the Controller may impose on the transferee a financial penalty of such amount, not exceeding \$10,000, as the Controller may determine.

(3) The transferee shall be deemed to be the employer of the foreign employee from the date the Controller approves an application made to the Controller under paragraph (1).

(4) Unless the Controller otherwise approves in writing, an employer who is a sole proprietor shall employ a foreign employee to perform work only for the business of the sole proprietor for which the work pass application was made and approved, and no other.

Matters that can be considered by Controller in determining debarment

20A. In determining whether a person should be debarred under section 7(4)(d) of the Act from applying for or being issued with a work pass, the Controller may have regard (but is not limited) to —

- (a) whether the person has contravened any provision in the Act, the Employment Act (Cap. 91), the Employment Agencies Act (Cap. 92), the Work Injury Compensation Act (Cap. 354) or the Workplace Safety and Health Act

(Cap. 354A) which in the opinion of the Controller affects the suitability of the person as an employer; and

- (b) whether the person has made reasonable efforts to provide fair employment opportunities to citizens of Singapore, including efforts to attract and consider such citizens for employment or to train them and develop their careers and potential in the workforce.

[S 563/2013 wef 03/09/2013]

Revocation

21. The Employment of Foreign Manpower (Work Passes) Regulations (Rg 2) are revoked.

Transitional provisions

22.—(1) Any work pass which is in force immediately before 9th November 2012 shall be deemed to be a work pass issued under these Regulations.

(2) Where an application for a work pass has been made to the Controller before 9th November 2012, no work pass has been issued in respect of such application by that date and the application is not withdrawn, the application shall be dealt with by the Controller of Work Passes as if it were an application for a work pass made under these Regulations.

(3) Where an appeal has been made to the Minister in connection with any work pass issued under the revoked Employment of Foreign Manpower (Work Passes) Regulations before 9th November 2012, the appeal has not been dealt with or disposed of by that date and the appeal is not withdrawn, the appeal shall continue to be dealt with in accordance with the revoked Regulations as if these Regulations had not been enacted.

(4) These Regulations shall not apply to any inquiry, investigation or other proceeding commenced before 9th November 2012 and the revoked Employment of Foreign Manpower (Work Passes) Regulations shall continue to apply to that inquiry, investigation or proceeding as if these Regulations had not been enacted.

(5) Nothing in this regulation shall be taken as prejudicing section 16 of the Interpretation Act (Cap. 1).

FIRST SCHEDULE

Regulation 3(1) and (2)

CONDITIONS AND REGULATORY CONDITIONS OF IN-PRINCIPLE APPROVAL FOR A WORK PERMIT

PART I

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS DOMESTIC WORKER ISSUED WITH IN-PRINCIPLE APPROVAL FOR WORK PERMIT

1. Except as the Controller specifies otherwise in writing, the employer is responsible for —

- (a) the upkeep and maintenance of the foreign employee in Singapore, including the provision of adequate food and medical treatment; and
- (b) bearing the costs of such upkeep and maintenance.

[S 143/2017 wef 01/04/2017]

2. The employer shall ensure that the foreign employee has acceptable accommodation. Such accommodation must be consistent with any written law, directive, guideline, circular or other similar instrument issued by any competent authority.

[S 563/2013 wef 03/09/2013]

3. The employer shall bear any medical expenses incurred by the foreign employee for any medical examination required by the Controller.

4. The employer shall not cause or knowingly permit the foreign employee to be engaged in any illegal, immoral or undesirable conduct or activity.

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

6. If the foreign employee dies while in Singapore, the employer shall —

- (a) bear the cost of either —
 - (i) burial of the body in Singapore;
 - (ii) cremation of the body in Singapore and return of the ashes to the country of origin; or

FIRST SCHEDULE — *continued*

(iii) return of the body to the country of origin,
with the foreign employee's family deciding on burial, cremation or
return of the body;

(b) bear the cost of returning the foreign employee's belongings to the
foreign employee's family; and

(c) pay to the administrators of the foreign employee's estate any
outstanding salaries or moneys due from the employer to the foreign
employee.

7. Subject to paragraph 8, 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 if the in-principle approval for the foreign employee expires or is 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.

8. The employer may repatriate the foreign employee to a destination other than that specified in paragraph 7 —

(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.

9. The employer shall bear the costs associated with repatriating the foreign employee at any time except where the Controller permits otherwise. The employer shall ensure that all outstanding salaries or moneys due from the employer to the foreign employee have been paid before the foreign employee's repatriation.

PART II

REGULATORY CONDITIONS TO BE COMPLIED WITH BY EMPLOYER
OF FOREIGN EMPLOYEE WHO IS DOMESTIC WORKER ISSUED WITH
IN-PRINCIPLE APPROVAL FOR WORK PERMIT

1. The employer shall take all necessary steps to ensure that the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, is sent to the foreign employee within a reasonable time prior to the foreign employee's departure for Singapore. The employer will be regarded to have taken all necessary steps —

FIRST SCHEDULE — *continued*

- (a) where the employer does not engage the service of an employment agency, if the employer can provide sufficient evidence that the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, has been sent to the foreign employee; or
- (b) where the employer engages the services of an employment agent, if the employer can provide sufficient evidence that —
 - (i) the employer instructed the employment agency to send the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, has been sent to the foreign employee; or
 - (ii) the employment agency informed him that the employment agency will send the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, to the foreign employee.

2. 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 in-patient care and day surgery except as the Controller may otherwise provide by notification in writing.

2A. Except as the Controller specifies otherwise in writing, where an application for a work permit is made on or after 1 October 2017 in respect of a foreign employee, the employer must —

- (a) purchase and maintain personal accident insurance —
 - (i) to cover permanent disability, or death, by accident to the foreign employee (called in this paragraph and paragraph 2B the insured foreign employee);
 - (ii) with coverage of at least \$60,000; and
 - (iii) to cover the period of the insured foreign employee's employment with the employer, until the insured foreign employee is repatriated or is employed by another employer; and
- (b) make a claim on behalf of the insured foreign employee in the event of such an accident within 30 days after the date of the accident.

[S 547/2017 wef 01/10/2017]

FIRST SCHEDULE — *continued*

2B. In paragraph 2A, “accident” means a sudden, unforeseen and unexpected event, whether or not arising out of or in the course of employment, and whether or not in Singapore, but does not include —

- (a) any pre-existing medical condition suffered by the insured foreign employee;
- (b) any psychiatric or nervous or mental disorder suffered by the insured foreign employee;
- (c) any sexually-transmitted disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) or other communicable disease, suffered by the insured foreign employee;
- (d) any pregnancy, childbirth, miscarriage, abortion, sterilisation, menopause, or any complication arising from any of these conditions, suffered by the insured foreign employee;
- (e) the effect or influence of any alcohol or drug on the insured foreign employee (other than when administered according to a prescription of a registered medical practitioner);
- (f) any ionising radiation or contamination by radioactivity from the combustion of nuclear fuel or nuclear waste or similar activity, suffered by the insured foreign employee;
- (g) any hazardous sport engaged in by the insured foreign employee, including any winter sport (such as skiing or snowboarding), underwater activity (such as snorkelling or scuba diving), aerial activity (such as taking a helicopter tour or para-gliding) or motor sport (such as motorcycle racing or motor car racing);
- (h) any unlawful act of, or wilful exposure to danger (other than in an attempt to save human life) by, the insured foreign employee;
- (i) any suicide, attempted suicide or any self-inflicted injury by the insured foreign employee, or any attempt by the insured foreign employee to cause self-inflicted injury;
- (j) any war, war-like situation, civil war, mutiny, rebellion, revolution or act of terrorism; or
- (k) any foreseeable strike, riot or civil commotion.

[S 547/2017 wef 01/10/2017]

3. The employer shall send the foreign employee for a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

FIRST SCHEDULE — *continued*

4. 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.

5. 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.

PART III

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS NOT DOMESTIC WORKER, WHO IS ISSUED WITH IN-PRINCIPLE APPROVAL FOR WORK PERMIT

1. Except as the Controller specifies otherwise in writing, the employer is responsible for —

- (a) the upkeep and maintenance of the foreign employee in Singapore, including the provision of adequate food and medical treatment; and
- (b) bearing the costs of such upkeep and maintenance.

[S 143/2017 wef 01/04/2017]

2. The employer shall also bear any medical expenses incurred by the foreign employee for any medical examination required by the Controller.

3. The employer shall register or update the foreign employee's accommodation address in such form or manner as the Controller may determine prior to issuance of the work permit.

4. The employer shall ensure that the foreign employee has acceptable accommodation. Such accommodation must be consistent with any written law, directive, guideline, circular or other similar instrument issued by any competent authority.

[S 563/2013 wef 03/09/2013]

5. 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.

6. If the foreign employee dies while in Singapore, the employer shall —

- (a) bear the cost of either —
 - (i) burial of the body in Singapore;
 - (ii) cremation of the body in Singapore and return of the ashes to the country of origin; or

FIRST SCHEDULE — *continued*

(iii) return of the body to the country of origin,
with the foreign employee's family deciding on burial, cremation or return of the body;

(b) bear the cost of returning the foreign employee's belongings to the foreign employee's family; and

(c) pay to the administrators of the foreign employee's estate any outstanding salaries or moneys due from the employer to the foreign employee.

7. Subject to paragraph 8, 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 if the in-principle approval for the foreign employee expires or is 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.

8. The employer may repatriate the foreign employee to a destination other than that specified in paragraph 7 —

(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.

9. The employer shall bear the costs associated with repatriating the foreign employee at any time except where the Controller permits otherwise. The employer shall ensure that all outstanding salaries or moneys due from the employer to the foreign employee have been paid before the foreign employee's repatriation.

PART IV

REGULATORY CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS NOT DOMESTIC WORKER, WHO IS ISSUED WITH IN-PRINCIPLE APPROVAL FOR WORK PERMIT

1. The employer shall take all necessary steps to ensure that the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, is sent to the foreign employee within a reasonable time prior to the foreign employee's departure for Singapore or if the foreign employee is already in Singapore, as soon as practicable after receiving the copy of the

FIRST SCHEDULE — *continued*

in-principle approval letter. The employer will be regarded to have taken all necessary steps —

- (a) where the employer does not engage the service of an employment agency, if the employer can provide sufficient evidence that the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, has been sent to the foreign employee; or
- (b) where the employer engages the services of an employment agent, if the employer can provide sufficient evidence that —
 - (i) the employer instructed the employment agency to send the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, has been sent to the foreign employee; or
 - (ii) the employment agency informed him that the employment agency will send the foreign employee's copy of the in-principle approval letter, in its entirety as furnished by the Ministry of Manpower, to the foreign employee.

[S 143/2017 wef 01/04/2017]

2. 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 in-patient 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.

3. The employer shall send the foreign employee for a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

4. 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.

5. 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.

SECOND SCHEDULE

Regulation 3(3)

CONDITIONS AND REGULATORY CONDITIONS OF IN-PRINCIPLE APPROVAL FOR S PASS

PART I

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE ISSUED WITH IN-PRINCIPLE APPROVAL FOR S PASS

1. Except as the Controller specifies otherwise in writing, the employer is responsible for and must bear the costs of the foreign employee's medical treatment in Singapore.

[S 143/2017 wef 01/04/2017]

2. The employer shall bear any medical expenses incurred by the foreign employee for any medical examination required by the Controller.

3. The 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

REGULATORY CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE ISSUED WITH IN-PRINCIPLE APPROVAL FOR S PASS

1. 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 in-patient 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 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.

2. The employer shall send the foreign employee for a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

3. 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.

SECOND SCHEDULE — *continued*

4. 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.

THIRD SCHEDULE

Regulation 3(4)

CONDITIONS OF IN-PRINCIPLE APPROVAL FOR EMPLOYMENT PASS

PART I

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF
FOREIGN EMPLOYEE ISSUED WITH IN-PRINCIPLE APPROVAL FOR
EMPLOYMENT PASS

1. The 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.

FOURTH SCHEDULE

Regulation 4(2) to (5)

CONDITIONS AND REGULATORY CONDITIONS OF WORK PERMIT

PART I

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN
EMPLOYEE WHO IS DOMESTIC WORKER ISSUED WITH WORK PERMIT

1. Except as the Controller specifies otherwise in writing, the employer is responsible for —

- (a) the upkeep and maintenance of the foreign employee in Singapore, including the provision of adequate food and medical treatment; and
- (b) bearing the costs of such upkeep and maintenance.

[S 143/2017 wef 01/04/2017]

2. 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. This includes —

- (a) not permitting the foreign employee to clean the outward facing side of any window not located on the ground level or not facing a common corridor if the window is not fitted with a grille securing against any adult extending any part of his body beyond the window ledge except his arms; and

FOURTH SCHEDULE — *continued*

- (b) in the case of a window referred to in sub-paragraph (a) fitted with a grille of the description specified in that sub-paragraph, not permitting the foreign employee to clean the outward facing side of the window unless at all times during the cleaning process —
- (i) the grille is locked or secured in a manner that prevents the grille from being opened;
 - (ii) the foreign employee remains inside the room;
 - (iii) no part of the foreign employee's body extends beyond the window ledge except the arms; and
 - (iv) the foreign employee is supervised by the employer, or an adult representative of the employer, who is reasonably capable of conducting such supervision and is aware of the requirements in sub-paragraphs (i), (ii) and (iii).

3. Subject to paragraph 2, 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 Controller in its training courses and relevant safety and training materials.

4. The employer shall provide acceptable accommodation for the foreign employee. Such accommodation must be consistent with any written law, directive, guideline, circular or other similar instrument issued by any competent authority.

[S 563/2013 wef 03/09/2013]

5. The employer must ensure that the foreign employee resides only at one or more of the following addresses:

- (a) the residential address stated in the work permit;
- (b) any other residential address approved in writing by the Controller.

[S 143/2017 wef 01/04/2017]

6. The employer shall pay not less than the fixed monthly salary 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.

[S 563/2013 wef 03/09/2013]

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 but subject to any other written law, pay the foreign employee not less than —

FOURTH SCHEDULE — *continued*

- (a) the amount declared as the fixed monthly salary in the work pass application submitted to the Controller in relation to the foreign employee; or
- (b) if the amount of fixed monthly salary is at any time subsequently revised in accordance with paragraph 5A of Part II, the last revised amount.

Such payment must be made not later than 7 days after the end of each salary period, which shall be agreed between the employer and the employee and which in no case shall exceed one month.

[S 563/2013 wef 03/09/2013]

7A. In paragraphs 6, 7 and 7B, “fixed monthly salary” means the sum of basic monthly salary and fixed monthly allowances.

[S 563/2013 wef 03/09/2013]

7B. In paragraph 7, “revised amount” means the fixed monthly salary that is revised in accordance with paragraph 5A of Part II.

[S 563/2013 wef 03/09/2013]

7C. “Basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee’s behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee.

[S 563/2013 wef 03/09/2013]

7D. “Fixed monthly allowances” means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. However, fixed monthly allowances shall not include any payments listed in paragraph 7C(b) to (g).

[S 563/2013 wef 03/09/2013]

FOURTH SCHEDULE — *continued*

8. The employer shall bear any medical expenses incurred by the foreign employee for any medical examination required by the Controller.

9. 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.

10. The employer of the foreign employee shall grant the foreign employee —

- (a) adequate rest daily; and
- (b) where the work permit is issued or renewed before 1st January 2013, rest day(s) in accordance with the terms of the employment contract between them.

11. Paragraphs 12, 13 and 14 shall apply to any work permit issued on or after 1st January 2013 pursuant to any application for new or renewal work permit.

12. Subject to paragraph 13, the employer shall grant the foreign employee a rest day without pay for every 7-day period (including Sunday and public holidays). The rest day must be any day within the 7-day period and must be mutually agreed between the employer and the foreign employee.

13. Notwithstanding paragraph 12, the employer does not have to grant a rest day to the foreign employee if there is a prior written agreement mutually agreed between the employer and the foreign employee —

- (a) for the foreign employee to work in lieu of the rest day; and
- (b) for the foreign employee to be compensated for working in lieu of the rest day with either —
 - (i) a replacement rest day without pay. The replacement rest day must be a day within the same month as the rest day to be taken and must be mutually agreed between the employer and the foreign employee; or

FOURTH SCHEDULE — *continued*

(ii) a monetary compensation which shall not be less than the rate of pay for one day's work of the foreign employee, and the foreign employee is compensated in accordance with the prior written agreement.

14. For the purposes of paragraphs 12 and 13 —

- (a) a Sunday or public holiday shall be regarded as a rest day only if the employer and foreign employee mutually agree that the Sunday or public holiday is a rest day;
- (b) if a 7-day period referred to in paragraph 12 falls between 2 months, the employer and the foreign employee shall mutually agree on a day within either of the 2 months to be the replacement rest day;
- (c) the prior written agreement referred to in paragraph 13 must be mutually agreed between the employer and the foreign employee prior to the foreign employee working in lieu of the rest day;
- (d) in calculating the rate of pay for one day's work under paragraph 13(b)(ii), the rate of pay for one day's work shall be the foreign employee's monthly rate of pay divided by 26; and
- (e) any monetary compensation provided in lieu of the rest day must be paid by the employer to the foreign employee together with the next earliest monthly salary due to the foreign employee.

15. The employer shall not cause or knowingly permit the foreign employee to be engaged in any illegal, immoral or undesirable conduct or activity.

16. 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.

17. 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.

18. If the foreign employee dies while in Singapore, the employer shall —

- (a) bear the cost of either —
 - (i) burial of the body in Singapore;
 - (ii) cremation of the body in Singapore and return of the ashes to the country of origin; or

FOURTH SCHEDULE — *continued*

- (iii) return of the body to the country of origin, with the foreign employee's family deciding on burial, cremation or return of the body;
- (b) bear the cost of returning the foreign employee's belongings to the foreign employee's family; and
- (c) pay to the administrators of the foreign employee's estate any outstanding salaries or moneys due from the employer to the foreign employee.

19. The 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.

Cancellation of work permit and visit pass and duties before or upon repatriation of foreign employee

20. The employer shall return the work permit and visit pass to the Controller within 7 days after the cancellation of the work permit.

20A. Except as the Controller specifies otherwise in writing, the employer is responsible for —

- (a) the upkeep and maintenance of the foreign employee in Singapore, including the provision of adequate food and medical treatment; and
- (b) bearing the costs of such upkeep and maintenance.

[S 143/2017 wef 01/04/2017]

20B. The employer shall ensure that the foreign employee has acceptable accommodation in Singapore. Such accommodation must be in accordance with the requirements in any written law, directive, guideline, circular or other similar instrument issued by any competent authority.

[S 563/2013 wef 03/09/2013]

21. Subject to paragraph 22, 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 or visit pass of the employee expires or is 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.

22. The employer may repatriate the foreign employee to a destination other than that specified in paragraph 21 —

FOURTH SCHEDULE — *continued*

- (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.

23. The employer shall bear the cost associated with repatriating the foreign employee at any time except where the Controller permits otherwise. The employer shall ensure that all outstanding salaries or moneys due from the employer to the foreign employee have been paid before the foreign employee's repatriation.

PART II

REGULATORY CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS DOMESTIC WORKER ISSUED WITH WORK PERMIT

1. The employer shall control and supervise the foreign employee. The foreign employee shall be under the employer's direct employment.
2. 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 must employ the foreign employee to perform only household and domestic duties at one or more of the following addresses:
 - (a) the residential address stated in the work permit;
 - (b) any other residential address approved in writing by the Controller.

[S 143/2017 wef 01/04/2017]

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 in-patient care and day surgery except as the Controller may otherwise provide by notification in writing.

4A. Except as the Controller specifies otherwise in writing, where an application for a work permit is made on or after 1 October 2017 in respect of a foreign employee, the employer must —

- (a) purchase and maintain personal accident insurance —
 - (i) to cover permanent disability, or death, by accident to the foreign employee (called in this paragraph and paragraph 4B the insured foreign employee);
 - (ii) with coverage of at least \$60,000; and

FOURTH SCHEDULE — *continued*

- (iii) to cover the period of the insured foreign employee's employment with the employer, until the insured foreign employee is repatriated or is employed by another employer; and
- (b) make a claim on behalf of the insured foreign employee in the event of such an accident within 30 days after the date of the accident.

[S 547/2017 wef 01/10/2017]

4B. In paragraph 4A, “accident” means a sudden, unforeseen and unexpected event, whether or not arising out of or in the course of employment, and whether or not in Singapore, but does not include —

- (a) any pre-existing medical condition suffered by the insured foreign employee;
- (b) any psychiatric or nervous or mental disorder suffered by the insured foreign employee;
- (c) any sexually-transmitted disease, AIDS (Acquired Immune Deficiency Syndrome) or ARC (AIDS Related Complex) or other communicable disease, suffered by the insured foreign employee;
- (d) any pregnancy, childbirth, miscarriage, abortion, sterilisation, menopause, or any complication arising from any of these conditions, suffered by the insured foreign employee;
- (e) the effect or influence of any alcohol or drug on the insured foreign employee (other than when administered according to a prescription of a registered medical practitioner);
- (f) any ionising radiation or contamination by radioactivity from the combustion of nuclear fuel or nuclear waste or similar activity, suffered by the insured foreign employee;
- (g) any hazardous sport engaged in by the insured foreign employee, including any winter sport (such as skiing or snowboarding), underwater activity (such as snorkelling or scuba diving), aerial activity (such as taking a helicopter tour or para-gliding) or motor sport (such as motorcycle racing or motor car racing);
- (h) any unlawful act of, or wilful exposure to danger (other than in an attempt to save human life) by, the insured foreign employee;
- (i) any suicide, attempted suicide or any self-inflicted injury by the insured foreign employee, or any attempt by the insured foreign employee to cause self-inflicted injury;

FOURTH SCHEDULE — *continued*

- (j) any war, war-like situation, civil war, mutiny, rebellion, revolution or act of terrorism; or
- (k) any foreseeable strike, riot or civil commotion.

[S 547/2017 wef 01/10/2017]

5. If the foreign employee so requests, the foreign employee's 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 that is accessible to the foreign employee upon request and produce the record upon request by any public officer acting in his official capacity.

5A.—(1) The employer shall not —

- (a) reduce the foreign employee's basic monthly salary or fixed monthly allowances to an amount less than that declared as such in the work pass application submitted to the Controller in relation to the foreign employee; or
- (b) increase the amount of fixed monthly deductions to more than that declared as such in the work pass application submitted to the Controller in relation to the foreign employee,

except with the foreign employee's prior written agreement.

(2) Before implementing such reduction or increase, as the case may be, the employer shall inform the Controller in writing of the proposed reduction or increase, as the case may be.

[S 563/2013 wef 03/09/2013]

5B. In paragraph 5A —

“basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;

FOURTH SCHEDULE — *continued*

(f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee's behalf; or

(g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee;

“fixed monthly allowances” means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. However, fixed monthly allowances shall not include any payments listed in paragraphs (b) to (g) of the definition of “basic monthly salary”.

[S 563/2013 wef 03/09/2013]

6. The employer shall send the foreign employee for a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

7. If the foreign employee contravenes any of the work permit conditions applicable to the foreign employee, and the employer has knowledge of the contravention, 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 contravention.

8. 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.

9. 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.

10. 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.

Cancellation of work permit and visit pass and duties before or upon repatriation of foreign employee

11. The employer shall apply for the cancellation of the work permit and visit pass of the foreign employee when the employment of the foreign employee ceases. The employer shall inform the Controller in writing within 7 days after such cessation of employment.

12. The employer shall give the foreign employee reasonable notice of the foreign employee's repatriation.

FOURTH SCHEDULE — *continued*

PART III

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN
EMPLOYEE WHO IS NOT DOMESTIC WORKER, WHO IS ISSUED WITH
WORK PERMIT**Upkeep, maintenance and well-being**

1. Except as the Controller specifies otherwise in writing, the employer is responsible for and must bear the costs of the foreign employee's upkeep (excluding the provision of food) and maintenance in Singapore. This includes the provision of medical treatment, except that and subject to paragraphs 1A and 1B, 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 fixed monthly salary per month;
- (b) the period for which the foreign employee has to pay part of any medical costs must not exceed an aggregate of 6 months of his period of employment with the same employer; and
- (c) 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.

[S 563/2013 wef 03/09/2013]

[S 143/2017 wef 01/04/2017]

1A. In the case where a foreign employee has, prior to 3rd September 2013, been made to bear part of any medical costs in excess of the minimum mandatory coverage in accordance with paragraph 1(a) and (c) for an aggregate period of less than 6 months (referred to as the first period) during his employment with an employer, the foreign employee may continue to be made to bear part of such medical costs in accordance with paragraph 1(a) and (c) on or after 3rd September 2013 for an aggregate period not exceeding the difference between 6 months and the first period if the foreign employee continues in the employment of the same employer.

[S 563/2013 wef 03/09/2013]

1B. In the case where a foreign employee has, prior to 3rd September 2013, been made to bear part of any medical costs in excess of the minimum mandatory coverage in accordance with paragraph 1(a) and (c) for an aggregate period of 6 months or more during his employment with an employer, the foreign employee shall not be made to bear any more medical costs with effect from 3rd September 2013 while he remains in the employment of the same employer.

[S 563/2013 wef 03/09/2013]

FOURTH SCHEDULE — *continued*

2. 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, directive, guideline, circular or other similar instrument issued by any competent authority.

[S 563/2013 wef 03/09/2013]

3. The employer shall pay not less than the fixed monthly salary 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.

[S 563/2013 wef 03/09/2013]

4. 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 but subject to any other written law, pay the foreign employee not less than —

- (a) the amount declared as the fixed monthly salary in the work pass application submitted to the Controller in relation to the foreign employee; or
- (b) if the amount of fixed monthly salary is at any time subsequently revised in accordance with paragraph 6A of Part IV, the last revised amount.

Such payment must be made not later than 7 days after the end of each salary period, which shall be agreed between the employer and the employee and which in no case shall exceed one month.

[S 563/2013 wef 03/09/2013]

4A. In paragraphs 1, 3, 4 and 4B, “fixed monthly salary” means the sum of basic monthly salary and fixed monthly allowances.

[S 563/2013 wef 03/09/2013]

4B. In paragraph 4, “revised amount” means the fixed monthly salary that is revised in accordance with paragraph 6A of Part IV.

[S 563/2013 wef 03/09/2013]

4C. “Basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;

FOURTH SCHEDULE — *continued*

- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee's behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee.

[S 563/2013 wef 03/09/2013]

4D. "Fixed monthly allowances" means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. However, fixed monthly allowances shall not include any payments listed in paragraph 4C(b) to (g).

[S 563/2013 wef 03/09/2013]

5. The employer shall bear any medical expense incurred by the foreign employee for any medical examination required by the Controller.

6. 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 foreign employee moving to a new address. Unless specified, this condition applies as long as the foreign employee is not repatriated.

7. 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.

8. 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.

9. If the foreign employee dies while in Singapore, the employer shall —

- (a) bear the cost of either —
 - (i) burial of the body in Singapore;
 - (ii) cremation of the body in Singapore and return of the ashes to the country of origin; or
 - (iii) return of the body to the country of origin,with the foreign employee's family deciding on burial, cremation or return of the body;
- (b) bear the cost of returning the foreign employee's belongings to the foreign employee's family; and

FOURTH SCHEDULE — *continued*

- (c) pay to the administrators of the foreign employee's estate any outstanding salaries or moneys due from the employer to the foreign employee.

10. The 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.

Cancellation of work permit and visit pass and duties before or upon repatriation of foreign employee

11. The employer shall return the work permit and visit pass to the Controller within 7 days after the cancellation of the work permit.

11A. Except as the Controller specifies otherwise in writing, the employer is responsible for —

- (a) the upkeep and maintenance of the foreign employee in Singapore, including the provision of adequate food and medical treatment; and
 (b) bearing the costs of such upkeep and maintenance.

[S 143/2017 wef 01/04/2017]

11B. The employer shall ensure that the foreign employee has acceptable accommodation in Singapore. Such accommodation must be in accordance with the requirements in any written law, directive, guideline, circular or other similar instrument issued by any competent authority.

[S 563/2013 wef 03/09/2013]

12. Subject to paragraphs 13 and 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 foreign employee's work permit or visit pass expires or is 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.

[S 143/2017 wef 01/04/2017]

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.

FOURTH SCHEDULE — *continued*

14. The employer shall bear the costs associated with repatriating the foreign employee at any time except where the Controller permits otherwise. The employer shall ensure that all outstanding salaries or moneys due from the employer to the foreign employee have been paid before the foreign employee's repatriation.

15. Unless requested by the Controller of Immigration or the Controller of Work Passes, the employer shall not repatriate the foreign employee when such repatriation would frustrate or deny any statutory claim that has been filed before 1 April 2017 by the foreign employee for salary arrears under the Employment Act (Cap. 91), any claim lodged or intended to be lodged by the foreign employee for salary arrears under the Employment Claims Act 2016 (Act 21 of 2016), or work injury compensation under the Work Injury Compensation Act (Cap. 354).

[S 143/2017 wef 01/04/2017]

16. Except as the Controller specifies otherwise in writing, the employer continues to be responsible for and must bear the costs of the upkeep (including the provision of food and medical treatment) and maintenance of the foreign employee in Singapore who is awaiting resolution and payment of any statutory claim filed before 1 April 2017 for salary arrears under the Employment Act, any tripartite mediation for salary arrears sought under the Industrial Relations Act (Cap. 136), any mediation request submitted or claim lodged for salary arrears under the Employment Claims Act 2016, or any claim for work injury compensation under the Work Injury Compensation Act. The employer must ensure that the foreign employee has acceptable accommodation in Singapore. Such accommodation must be in accordance with the requirements in any written law, directive, guideline, circular or other similar instrument issued by any competent authority. These responsibilities cease upon resolution and payment of the claim for salary arrears or the work injury compensation.

[S 143/2017 wef 01/04/2017]

17. Despite paragraph 12, the employer must not repatriate a foreign employee if, before the repatriation, the Controller —

- (a) notifies the employer that an in-principle approval has been issued for the foreign employee to be employed by another employer (called in this Part the second-mentioned employer); and
- (b) directs the employer not to repatriate the foreign employee, which direction has not been withdrawn.

[S 143/2017 wef 01/04/2017]

18. Where the foreign employee is not repatriated by virtue of paragraph 17, the obligations of the employer to the foreign employee under paragraphs 11A, 11B and 16 survive until —

FOURTH SCHEDULE — *continued*

- (a) the date of expiry of the foreign employee's work permit, or the date a work permit is issued for that foreign employee with the second-mentioned employer, whichever is earlier, unless a notice mentioned in sub-paragraph (b) is given to the employer; or
- (b) if a notice is given by the Controller to the employer before the date of expiry of the work permit requiring the employer to continue to be responsible for the foreign employee, the date stated on the notice (which date must not be later than 30 days after the date of expiry of the work permit), or the date a work permit is issued for that foreign employee with the second-mentioned employer, whichever is earlier.

[S 143/2017 wef 01/04/2017]

PART IV

REGULATORY CONDITIONS TO BE COMPLIED WITH BY EMPLOYER
OF FOREIGN EMPLOYEE WHO IS NOT DOMESTIC WORKER, WHO IS
ISSUED WITH WORK PERMIT**Employment**

1. The employer shall control and supervise the foreign employee. Except as provided in paragraphs 6 to 12 of Part V, the foreign employee shall be under the employer's direct employment.
2. 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 not employ the foreign employee in either an occupation or a sector which is different from that specified in the work permit.
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 in-patient 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.
5. If the foreign employee so requests, the foreign employee's salary shall be paid via direct transfer into the foreign employee's bank account in a bank established in Singapore.

FOURTH SCHEDULE — *continued*

6. 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.

6A.—(1) The employer shall not —

- (a) reduce the foreign employee's basic monthly salary or fixed monthly allowances to an amount less than that declared as such in the work pass application submitted to the Controller in relation to the foreign employee; or
- (b) increase the amount of fixed monthly deductions to more than that declared as such in the work pass application submitted to the Controller in relation to the foreign employee,

except with the foreign employee's prior written agreement.

(2) Before implementing such reduction or increase, as the case may be, the employer shall inform the Controller in writing of the proposed reduction or increase, as the case may be.

[S 563/2013 wef 03/09/2013]

6B. In paragraph 6A —

“basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee's behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee;

“fixed monthly allowances” means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis.

FOURTH SCHEDULE — *continued*

However, fixed monthly allowances shall not include any payments listed in paragraphs (b) to (g) of the definition of “basic monthly salary”.

[S 563/2013 wef 03/09/2013]

7. The employer shall send the foreign employee for a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

8. If the foreign employee contravenes any of the work permit conditions applicable to the foreign employee, and the employer has knowledge of the contravention, 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 contravention.

9. 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.

10. 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.

11. 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.

Cancellation of work permit and visit pass and duties before or upon repatriation of foreign employee

12. The employer shall apply for the cancellation of the work permit and visit pass of the foreign employee when the employment of the foreign employee ceases. The employer shall inform the Controller in writing within 7 days after such cessation of employment.

13. The employer shall give the foreign employee reasonable notice of the foreign employee’s repatriation.

PART V

ADDITIONAL REGULATORY CONDITIONS TO BE COMPLIED
WITH BY EMPLOYER OF FOREIGN EMPLOYEE WHO IS
CONSTRUCTION WORKER OR CONSTRUCTION WORKER-CUM-
DRIVER

[S 333/2015 wef 01/06/2015]

FOURTH SCHEDULE — *continued***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.

Specified activities

2. The employer may only allow the foreign employee to perform the following specified activities at or within a construction site:

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;

FOURTH SCHEDULE — *continued*

- (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 stabilisation works such as micro piling, ground anchoring, sand drains and ground grouting;

Landscaping works

FOURTH SCHEDULE — *continued*

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

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;

Corrosion protection works

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

Driving

- (37) driving vehicles;

Fabrication works

- (38) the fabrication of structural precast concrete products, such as slab panels, wall panels, column and beams;

- (39) the fabrication of prefabricated steel reinforcement products, such as beam cages and pile cap cages.

[S 333/2015 wef 01/06/2015]

3. The employer may allow the foreign employee to perform the following activities outside a construction site:

- (a) in any case, fabrication works referred to in paragraph 2(38) and (39);
- (b) in the case where the foreign employee's work permit states the occupation as "construction worker-cum-driver" and the employee is in possession of a valid driving licence, driving vehicles on public roads in the course of work.

[S 333/2015 wef 01/06/2015]

4. Subject to paragraph 6, 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.

FOURTH SCHEDULE — *continued*

5. Subject to paragraph 8(b), the foreign employee shall be under the employer's direct employment, and the employer shall control and supervise the foreign employee and ensure that the foreign employee performs only the specified activities.

6. Notwithstanding paragraph 4, 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 regulatory conditions in this Part and the conditions in Part VI apply.

7. 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.

8. 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 or business;
- (b) the third party or his employees shall supervise the foreign employee and ensure that the foreign employee performs only the specified activities as work for the third party;
- (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 in respect of the foreign employee 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.

9. 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 8 shall be a material breach of the contract between them and the contract for the supply of labour for all foreign employees shall be deemed terminated.

FOURTH SCHEDULE — *continued*

10. Subject to the terms specified in paragraph 8, no other responsibilities of the employer as specified in the conditions in this Schedule shall be delegated to the third party.

11. 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 from the date of execution.

12. 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 compliance with paragraphs 4 and 5 as if there was no contract for the supply of labour.

PART VI

CONDITIONS TO BE COMPLIED WITH BY FOREIGN EMPLOYEE
ISSUED WITH WORK PERMIT**Employment**

1. The foreign employee shall work only for the employer specified and in the occupation and sector specified in the work permit.

2. A foreign employee whose occupation is stated in the work permit as a “domestic worker” may perform only household and domestic duties and reside only at one or more of the following addresses:

(a) the residential address stated in the work permit;

(b) any other residential address approved in writing by the Controller.

[S 143/2017 wef 01/04/2017]

3. 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 indicated by the employer to the foreign employee upon the commencement of employment of the foreign employee and shall inform the employer about any subsequent self-initiated change in residential address.

4. The foreign employee shall undergo a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

5. The foreign employee shall report to the Controller as and when required by the Controller to do so.

Conduct

6. 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

FOURTH SCHEDULE — *continued*

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.

7. 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, or as the Controller allows in any particular case.

[S 143/2017 wef 01/04/2017]

8. The foreign employee shall not be involved in any illegal, immoral or undesirable activities, including breaking up families in Singapore.

PART VII

REGULATORY CONDITIONS TO BE COMPLIED WITH
BY FOREIGN EMPLOYEE ISSUED WITH WORK PERMIT

1. The foreign employee shall not do any of the following without the prior written approval of the Controller:

(a) apply for registration under the Business Names Registration Act 2014 (Act 29 of 2014) to carry on any business in Singapore;

[S 143/2017 wef 03/01/2016]

(b) carry on or manage any business in Singapore;

(c) be or purport to be a director, manager or secretary of any company that is incorporated under the Companies Act (Cap. 50);

(d) be or purport to be a partner of any partnership that is formed in Singapore;

(e) be or purport to be a partner or manager of any limited liability partnership that is registered under the Limited Liability Partnerships Act (Cap. 163A);

(f) be or purport to be a general partner or limited partner of any limited partnership that is formed in accordance with the Limited Partnerships Act (Cap. 163B).

[S 563/2013 wef 03/09/2013]

FIFTH SCHEDULE

Regulation 5(3)

CONDITIONS AND REGULATORY CONDITIONS OF S PASS

PART I

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF FOREIGN
EMPLOYEE ISSUED WITH S PASS**Upkeep, maintenance and well-being**

1. The employer shall pay not less than the fixed monthly salary due to the foreign employee for the month. The payment shall be made not later than 7 days after the end of the salary period. Any salary period agreed between the employer and the foreign employee shall not exceed one month.

[S 563/2013 wef 03/09/2013]

2. Except as the Controller specifies otherwise in writing, the employer is responsible for and must bear the costs of the foreign employee's medical treatment in Singapore, except that and subject to paragraphs 2A and 2B, 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 fixed monthly salary per month;
- (b) the period for which the foreign employee has to pay part of any medical costs must not exceed an aggregate of 6 months of his period of employment with the same employer; and
- (c) 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.

[S 563/2013 wef 03/09/2013]

[S 143/2017 wef 01/04/2017]

2A. In the case where a foreign employee has, prior to 3rd September 2013, been made to bear part of any medical costs in excess of the minimum mandatory coverage in accordance with paragraph 2(a) and (c) for an aggregate period of less than 6 months (referred to as the first period) during his employment with an employer, the foreign employee may continue to be made to bear part of such medical costs in accordance with paragraph 2(a) and (c) on or after 3rd September 2013 for an aggregate period not exceeding the difference between 6 months and the first period if the foreign employee continues in the employment of the same employer.

[S 563/2013 wef 03/09/2013]

2B. In the case where a foreign employee has, prior to 3rd September 2013, been made to bear part of any medical costs in excess of the minimum mandatory

FIFTH SCHEDULE — *continued*

coverage in accordance with paragraph 2(a) and (c) for an aggregate period of 6 months or more during his employment with an employer, the foreign employee shall not be made to bear any more medical costs with effect from 3rd September 2013 while he remains in the employment of the same employer.

[S 563/2013 wef 03/09/2013]

2C. In paragraphs 1 and 2, “fixed monthly salary” means the sum of basic monthly salary and fixed monthly allowances.

[S 563/2013 wef 03/09/2013]

2D. “Basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee’s behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee.

[S 563/2013 wef 03/09/2013]

2E. “Fixed monthly allowances” means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. However, fixed monthly allowances shall not include any payments listed in paragraph 2D(b) to (g).

[S 563/2013 wef 03/09/2013]

3. The employer shall bear any medical expenses incurred by the foreign employee for any medical examination required by the Controller.

4. 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.

FIFTH SCHEDULE — *continued*

5. 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 foreign employee's S pass and visit pass.

6. 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.

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

7. The employer shall return the S pass and visit pass to the Controller within 7 days after the cancellation of the S pass.

8. The employer shall ensure that all outstanding salaries or moneys due from the employer to the foreign employee have been paid before the foreign employee's repatriation.

9. Unless requested by the Controller of Immigration or Controller of Work Passes, the employer shall not repatriate the foreign employee when such repatriation would frustrate or deny any statutory claim filed before 1 April 2017 by the foreign employee for salary arrears under the Employment Act, any claim lodged or intended to be lodged by the foreign employee for salary arrears under the Employment Claims Act 2016 (Act 21 of 2016), or work injury compensation under the Work Injury Compensation Act.

[S 143/2017 wef 01/04/2017]

PART II

REGULATORY CONDITIONS TO BE COMPLIED WITH BY EMPLOYER
OF FOREIGN EMPLOYEE ISSUED WITH S PASS**Employment**

1. An employer of a foreign employee issued with an S pass shall control and supervise the foreign employee. The foreign employee shall be under the employer's direct employment.

2. 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 not employ the foreign employee in either an occupation or a sector which is different from that specified in the S pass.

4. 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.

FIFTH SCHEDULE — *continued*

5. The employer shall pay the wages of the foreign employee 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 represents the salary due to the foreign employee for the last month of employment of the foreign employee with the employer;
- (c) the salary represents salary for overtime work done by the foreign employee; or
- (d) the Controller, in his discretion, exempts the employer in writing from this condition.

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 in-patient 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 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.

7. The employer shall send the foreign employee for a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.

8. If the foreign employee contravenes any of the S pass conditions applicable to that employee, and the employer becomes aware of the contravention, 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 contravention.

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. 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.

11. 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.

FIFTH SCHEDULE — *continued*

12. Any employer who intends to reduce the fixed monthly salary of the foreign employee, below that of the fixed monthly salary as declared in the work pass application, shall submit a request to the Controller for reassessment of the foreign employee's work pass eligibility, prior to such salary reduction.

13. If upon reassessment, the Controller is of the opinion that the foreign employee referred to in paragraph 12 will not be eligible for the S pass the foreign employee is currently holding with the reduced fixed monthly salary proposed by the employer to the Controller, the employer shall not implement such reduced fixed monthly salary unless the employer applies for and is issued with a valid work pass for that foreign employee that the Controller determines to be appropriate for the reduced fixed monthly salary so proposed.

[S 563/2013 wef 03/09/2013]

13A. If upon reassessment, the Controller is of the opinion that the foreign employee referred to in paragraph 12 will continue to be eligible for the S pass the foreign employee is currently holding with the reduced fixed monthly salary proposed by the employer to the Controller, the employer may reduce the fixed monthly salary to not less than the reduced fixed monthly salary so proposed.

[S 563/2013 wef 03/09/2013]

14. In paragraphs 12, 13 and 13A, "fixed monthly salary" means the sum of basic monthly salary and fixed monthly allowances.

[S 563/2013 wef 03/09/2013]

15. "Basic monthly salary" means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee's behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee.

[S 563/2013 wef 03/09/2013]

FIFTH SCHEDULE — *continued*

16. “Fixed monthly allowances” means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. Fixed monthly allowances may not include any payments listed in paragraph 15(b) to (g).
[S 563/2013 wef 03/09/2013]

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

17. The employer shall apply for the cancellation of the S pass and visit pass of the foreign employee when the employment of the foreign employee ceases. The employer shall inform the Controller in writing within 7 days after such cessation of employment.

PART III

CONDITIONS TO BE COMPLIED WITH BY FOREIGN EMPLOYEE
 ISSUED WITH S PASS

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 undergo a medical examination by a medical practitioner registered under the Medical Registration Act (Cap. 174) as and when directed by the Controller.
3. The foreign employee shall report to the Controller as and when required by the Controller to do so.

Obligation to update residential address

4. 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 14 days after each change of the foreign employee’s residential address, as the case may be.

PART IV

REGULATORY CONDITIONS TO BE COMPLIED WITH
 BY FOREIGN EMPLOYEE ISSUED WITH S PASS

1. The foreign employee shall not do any of the following without the prior written approval of the Controller:

- (a) apply for registration under the Business Names Registration Act 2014 (Act 29 of 2014) to carry on any business in Singapore;

[S 143/2017 wef 03/01/2016]

FIFTH SCHEDULE — *continued*

- (b) carry on or manage any business in Singapore;
- (c) be or purport to be a director, manager or secretary of any company that is incorporated under the Companies Act;
- (d) be or purport to be a partner of any partnership that is formed in Singapore;
- (e) be or purport to be a partner or manager of any limited liability partnership that is registered under the Limited Liability Partnerships Act;
- (f) be or purport to be a general partner or limited partner of any limited partnership that is formed in accordance with the Limited Partnerships Act.

[S 563/2013 wef 03/09/2013]

SIXTH SCHEDULE

Regulation 6(3)

CONDITIONS AND REGULATORY CONDITIONS OF
EMPLOYMENT PASS

PART I

CONDITIONS TO BE COMPLIED WITH BY EMPLOYER OF
FOREIGN EMPLOYEE ISSUED WITH EMPLOYMENT PASS

1. The 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.

2. The employer shall pay not less than the fixed monthly salary due to the foreign employee for the month. The payment shall be made not later than 7 days after the end of the salary period. Any salary period agreed between the employer and the foreign employee shall not exceed one month.

[S 563/2013 wef 03/09/2013]

3. In paragraph 2, “fixed monthly salary” means the sum of basic monthly salary and fixed monthly allowances.

[S 563/2013 wef 03/09/2013]

4. “Basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;

SIXTH SCHEDULE — *continued*

- (b) any form of overtime payment, bonus, commission or annual wage supplement;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee's behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee.

[S 563/2013 wef 03/09/2013]

5. "Fixed monthly allowances" means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. However, fixed monthly allowances shall not include any payments listed in paragraph 4(b) to (g).

[S 563/2013 wef 03/09/2013]

PART II

REGULATORY CONDITIONS TO BE COMPLIED WITH
BY EMPLOYER OF FOREIGN EMPLOYEE ISSUED WITH
EMPLOYMENT PASS

1. The employer shall inform the Controller if the foreign employee contravenes any employment pass conditions applicable to that foreign employee and the employer of the foreign employee becomes aware of the contravention.

2. An employer who intends to reduce the fixed monthly salary of the foreign employee, below that of the fixed monthly salary as declared in the work pass application, shall submit a request to the Controller for reassessment of the foreign employee's work pass eligibility, prior to such salary reduction.

3. If upon reassessment, the Controller is of the opinion that the foreign employee referred to in paragraph 2 will not be eligible for the employment pass the foreign employee is currently holding with the reduced fixed monthly salary proposed by the employer to the Controller, the employer shall not implement such reduced fixed monthly salary unless the employer applies for and is issued with a valid work pass for that foreign employee that the Controller determines to be appropriate for the reduced fixed monthly salary so proposed.

[S 563/2013 wef 03/09/2013]

SIXTH SCHEDULE — *continued*

3A. If upon reassessment, the Controller is of the opinion that the foreign employee referred to in paragraph 2 will continue to be eligible for the employment pass the foreign employee is currently holding with the reduced fixed monthly salary proposed by the employer to the Controller, the employer may reduce the fixed monthly salary to not less than the reduced fixed monthly salary so proposed.

[S 563/2013 wef 03/09/2013]

4. In paragraphs 2, 3 and 3A, “fixed monthly salary” means the sum of basic monthly salary and fixed monthly allowances.

[S 563/2013 wef 03/09/2013]

5. “Basic monthly salary” means all remuneration payable monthly to a foreign employee that does not vary from month to month on any basis in respect of work done under his contract of service. However, basic monthly salary does not include —

- (a) any allowances however described;
- (b) any form of overtime payment, bonus, commission or annual wage supplements;
- (c) any in-kind payments;
- (d) any form of reimbursements, including for expenses incurred by the foreign employee in the course of his employment;
- (e) any productivity incentive payments;
- (f) any contributions payable by the employer to any pension or provident fund, including any contributions made on the foreign employee’s behalf; or
- (g) any gratuity payable on the discharge, retrenchment or retirement of the foreign employee.

[S 563/2013 wef 03/09/2013]

6. “Fixed monthly allowances” means all allowances payable monthly to a foreign employee that do not vary from month to month on any basis. Fixed monthly allowances may not include any payments listed in paragraph 5(b) to (g).

[S 563/2013 wef 03/09/2013]

Cancellation of employment pass and visit pass and duties before or upon repatriation of foreign employee

7. The employer shall apply for the cancellation of the employment pass and visit pass of the foreign employee when the employment of the foreign employee ceases. The employer shall inform the Controller in writing within 7 days after such cessation of employment.

SIXTH SCHEDULE — *continued*

PART III

CONDITIONS TO BE COMPLIED WITH BY FOREIGN EMPLOYEE
ISSUED WITH EMPLOYMENT PASS**Obligation to update residential address**

1. The foreign employee shall, for so long as his 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 14 days after each change of the foreign employee's residential address, as the case may be.

SEVENTH SCHEDULE

Regulations 14(1), 16 and 17

FEES

<i>First column</i>	<i>Second column</i>
1. Work permit (other than a work permit (Performing Artiste)):	
(a) application for a work permit	\$30
(b) issuance of a work permit	\$30
(c) renewal of a work permit	\$30
(d) application for reinstatement of a work permit following the suspension of that work permit	\$30
(e) issuance of a duplicate work permit to replace damaged work permit or to update the information on the work permit	\$60
(f) issuance of a duplicate work permit for first replacement of a lost work permit	\$100
(g) issuance of a duplicate work permit for second or subsequent replacement of a lost work permit	\$300
2. S pass:	
(a) application for an S pass	\$60
(b) issuance of an S pass	\$80
(c) renewal of an S pass	\$80

SEVENTH SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
(d) issuance of a duplicate S pass to replace damaged S pass or to update the information on the S pass	\$60
(e) issuance of a duplicate S pass for first replacement of a lost S pass	\$100
(f) issuance of a duplicate S pass for second or subsequent replacement of a lost S pass	\$300
3. Employment pass:	
(a) application for an employment pass	\$70
(b) issuance of an employment pass	\$150
(c) renewal of an employment pass	\$150
(d) issuance of a duplicate employment pass to replace damaged employment pass or to update the information on the employment pass	\$60
(e) issuance of a duplicate employment pass for first replacement of a lost employment pass	\$100
(f) issuance of a duplicate employment pass for second or subsequent replacement of a lost employment pass	\$300
4. Personalised employment pass:	
(a) application for a personalised employment pass	\$70
(b) issuance of a personalised employment pass	\$150
(c) issuance of a duplicate personalised employment pass to replace damaged personalised employment pass or to update the information on the personalised employment pass	\$60
(d) issuance of a duplicate personalised employment pass for first replacement of a lost personalised employment pass	\$100

SEVENTH SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
(e) issuance of a duplicate personalised employment pass for second or subsequent replacement of a lost personalised employment pass	\$300
5. EntrePass:	
(a) application for an EntrePass	\$70
(b) issuance of an EntrePass	\$150
(c) renewal of an EntrePass	\$150
(d) issuance of a duplicate EntrePass to replace damaged EntrePass or to update the information on the EntrePass	\$60
(e) issuance of a duplicate EntrePass for first replacement of a lost EntrePass	\$100
(f) issuance of a duplicate EntrePass for second or subsequent replacement of a lost EntrePass	\$300
6. Training work permit:	
(a) application for a training work permit	\$30
(b) issuance of a training work permit	\$30
(c) issuance of a duplicate training work permit to replace damaged training work permit or to update the information on the training work permit	\$60
(d) issuance of a duplicate training work permit for first replacement of a lost training work permit	\$100
(e) issuance of a duplicate training work permit for second or subsequent replacement of a lost training work permit	\$300
7. Training employment pass:	
(a) application for a training employment pass	\$70
(b) issuance of a training employment pass	\$150

SEVENTH SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
(c) issuance of a duplicate training employment pass to replace damaged training employment pass or to update the information on the training employment pass	\$60
(d) issuance of a duplicate training employment pass for first replacement of a lost training employment pass	\$100
(e) issuance of a duplicate training employment pass for second or subsequent replacement of a lost training employment pass	\$300
8. Work holiday pass:	
(a) issuance of a work holiday pass	\$150
(b) issuance of a duplicate work holiday pass to replace damaged work holiday pass or to update the information on the work holiday pass	\$60
(c) issuance of a duplicate work holiday pass for first replacement of a lost work holiday pass	\$100
(d) issuance of a duplicate work holiday pass for second or subsequent replacement of a lost work holiday pass	\$300
9. Miscellaneous work pass:	
(a) application for a miscellaneous work pass	\$70
10. Work permit (Performing Artiste):	
(a) application for a work permit (Performing Artiste)	\$40
(b) issuance of a work permit (Performing Artiste)	\$30
(c) renewal of a work permit (Performing Artiste)	\$30

SEVENTH SCHEDULE — *continued*

<i>First column</i>	<i>Second column</i>
(d) application for reinstatement of a work permit (Performing Artiste) following the suspension of that work permit	\$30
(e) issuance of a duplicate work permit (Performing Artiste) to replace damaged work permit or to update the information on the work permit	\$60
(f) issuance of a duplicate work permit (Performing Artiste) for first replacement of a lost work permit	\$100
(g) issuance of a duplicate work permit (Performing Artiste) for second or subsequent replacement of a lost work permit	\$300.

[S 177/2013 wef 01/04/2013]

Made this 8th day of November 2012.

LOH KHUM YEAN
*Permanent Secretary,
Ministry of Manpower,
Singapore.*

[HQ/Legis/EFMA/EFMR; AG/LLRD/SL/91A/2010/1 Vol. 4]

(To be presented to Parliament under section 29(3) of the Employment of Foreign Manpower Act).