

EMPLOYMENT LAW GUIDE: ENTERING INTO A CONTRACT OF EMPLOYMENT

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Authors: [Pradeep Kumar Singh](#), [Bill Jamieson](#), [Wong Pei-Ling](#) and [Marvin Chua](#).

All employers are required to issue key employment terms (“**KETs**”) in writing to all employees who:

- are covered by the EA; and
- are employed for a continuous period of 14 days or more.

The KETs were introduced to allow employees to better understand how their salary is calculated, their employment terms and benefits. The KETs also help employers prevent misunderstandings and minimise disputes at the workplace.

KETs must include the items below, unless the item is not applicable:

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S/N	Item
1.	Full name of employer.
2.	Full name of employee.
3.	Job title, main duties and responsibilities.
4.	Start date of employment.
5.	Duration of employment (if employee is on fixed-term contract).
6.	Working arrangements, such as: <ul style="list-style-type: none"> • Daily working hours (e.g. 8.30am - 6pm) • Number of working days per week (e.g. 6) • Rest day (e.g. Saturday)
7.	Salary period.
8.	Basic salary. For hourly, daily or piece-rated workers, employers should also indicate the basic rate of pay (e.g. S\$X per hour, day or piece).
9.	Fixed allowances.
10.	Fixed deductions.
11.	Overtime payment period (if different from the "salary period" in item 7 above).
12.	Overtime rate of pay.
13.	Other salary-related components, such as: <ul style="list-style-type: none"> • Bonuses • Incentives
14.	Types of leave, such as: <ul style="list-style-type: none"> • Annual leave • Outpatient sick leave • Hospitalisation leave • Maternity leave • Childcare leave
15.	Other medical benefits, such as: <ul style="list-style-type: none"> • Insurance • Medical benefits • Dental benefits
16.	Probation period.
17.	Notice period.

Failure to comply with the EA requirements for KETs would be a civil contravention, attracting administrative penalties of a fine of S\$100 to S\$200 for the first occurrence, and S\$200 to S\$400 for subsequent occurrences, depending on the breach, and/or directions from MOM to rectify the civil contravention. A failure to comply with such directions will constitute a criminal offence, which attracts more severe penalties of fines up to S\$5,000 and/or imprisonment of up to 6 months.

Please note that this section of the Employment Law Guide is a summary provided for general information purposes, aimed at aiding understanding of Singapore's employment law as at the date of writing. It is not exhaustive or comprehensive and reading this memorandum is not a substitute for

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reading the text of the various statutes to fully understand the extent of the obligations owed. This guide should also not be relied upon as legal advice.

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