MINISTRY OF MANPOWER REVIEW OF EMPLOYMENT LEGISLATION
PHASE TWO SUBMISSION

30 October 2013

Humanitarian Organization for Migration Economics (HOME) welcomes the opportunity to provide feedback as part of phase two of the Ministry of Manpower's (MOM's) review of the *Employment Act* (EA) and *Employment of Foreign Manpower Act* (EFMA).[1]

We are hopeful that this review of the EA and EFMA is a positive step towards Singapore's ratification of the United Nations *International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families* (1990), the United Nations *Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children* (2000), and the International Labour Organization *Convention No. 189 Concerning Decent Work for Domestic Workers* (2011).

This submission sets out the issues that HOME considers should be a priority when reviewing the EA and the EFMA. It addresses the three key areas for review identified by MOM:

1. protection for workers in non-traditional working arrangements, with a particular focus on outsourced workers;
2. additional protection for vulnerable low-wage workers; and
3. circumstances under which foreign workers could be allowed to change employers.

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[1] In this submission, the *Employment Act* (Cap 91) is referred to as the "EA", the *Employment of Foreign Manpower Act* (Cap 91A) as the "EFMA", the *Employment of Foreign Manpower (Work Passes) Regulations 2012* as the "EFMRs" and the *Work Injury Compensation Act* (Cap 354) as the "WICA".

1. Protection for outsourced workers

The current EA and EFMA framework does not adequately protect outsourced workers from exploitation by errant employers.
A number of workers have reported a practice among employers (usually a main contractor and a sub-contractor) of entering informal arrangements under which the main contractor allows the sub-contractor to recruit new workers using the main contractor's foreign worker quota. The In Principal Approval letter (IPA) is issued showing the main contractor as the employer.

However, the real situation is that the sub-contractor is the employer; it is the sub-contractor who directs the worker's work and pays their salary. Many workers tell us that they have never seen the main-contractor, who is the "employer" shown on their IPA. This becomes an issue when disputes arise, for example concerning non-payment of salary or requests for repatriation, because the worker has no recourse against their real employer, the sub-contractor.

We are hopeful that the introduction of a requirement to provide written itemised payslips and maintain detailed employment records will help to minimise this practice. We would be happy to discuss this issue further, once the new payslip requirements have been operating for some time.

However, we would like to use this opportunity to alert MOM to the practice of using outsourcing arrangements to conceal arrangements that potentially amount to illegal deployment and recommend that MOM consider clarifying the concept of illegal deployment in the EA and EFMA framework.

2. Additional protection for vulnerable low-wage workers

We take this opportunity to reiterate that any serious effort by the Inter-agency Taskforce on Trafficking in Persons to combat human trafficking in Singapore must take into account the need for review and amendment of the substance and enforcement of all relevant legislation, in particular the EFMA.

In a recent statement to the United Nations,[2] Singapore's Ambassador, Karen Tan, highlighted the importance implementing policies that promote the wellbeing of migrant workers and ensure that they are treated fairly. She focused on adequate food and rest, acceptable accommodation, prompt payment of wages and provision of medical insurance. Ambassador Tan also stated the importance of eliminating exploitative practices and lowering the debt burden imposed on low-skilled migrant workers.

The schedules to the EFMA contain provisions that, due to insufficient clarity and/or inadequate enforcement, may allow employers of vulnerable low-wage

[2] Statement by Ambassador Karen Tan, Permanent Representative in Singapore to the United Nations at the second high-level dialogue on international migration and development, 3-4 October 2013.

workers to engage in exploitative practices. In some cases, these practices will amount to human trafficking.

In the following recommendations, we highlight aspects of the EA and EFMA, the substance or enforcement of which should be addressed in order to better protect vulnerable workers from exploitation. Unless exploitative practices by employers are identified and penalised, the Taskforce's anti-trafficking efforts may be rendered futile.

(a) Require employers to provide employment contract in home country

The EFMA should be amended to require that all foreign workers be given a written employment contract (in their own language) and that this contract be provided to workers a reasonable time before departure from their home country.

The *Employment of Foreign Manpower (Work Passes) Regulations 2012* (EFMRs) currently require the employer to send an in-principle approval letter (IPA) to the foreign worker before the worker departs for Singapore. However, the current IPA system is not strong enough for three reasons:

1. The IPA gives workers very little information about their conditions of employment.

   An IPA informs potential workers that they will be permitted to enter Singapore and includes details such as the name of the employer, industry and occupation, salary, housing and food allowances and deductions, and term of employment.

   However, an IPA does not provide the worker with a full picture of the terms of their employment in Singapore, such as the worker's expected hours of work, duties, or termination rights. To ensure that workers arriving in Singapore understand their employer's requirements and are ready and willing to work, it is essential that workers are provided with a written contract in their own language before departure.

2. Workers are often asked to sign contracts at the airport, or upon arrival in Singapore, that contain terms of employment that are less advantageous for the worker than those in the IPA or than they would otherwise have accepted.

   Many workers agree to disadvantageous terms due to pressure exerted at the last minute before departure, or upon arrival in Singapore. In most cases, the workers have already paid agency fees and costs associated with their employment. These are often significant outlays, making it difficult for workers to withdraw or negotiate upon learning the true terms of their employment.

   Receiving a copy of the contract in their own language (see recommendation (h) below) before accepting a position would help workers to make an informed decision about working in Singapore. It

would lower the risk of workers being trafficked into Singapore, by removing opportunities for coercion and deception.

3. Many vulnerable, low-wage workers are not given a copy of the contract of employment that they sign.

   Section 8 of the EA provides that terms of employment contracts providing conditions less favourable than those in the EA will be illegal, null and void. This provision cannot be enforced by a worker who does not have an employment contract or evidence of the terms of his or her employment. Further, workers face difficulties enforcing their contractual rights (for example, regarding payment of salary or termination) if they do not have documentary proof of them.

We consider the most effective way to remedy the deficiencies in the current IPA system that undermine the protection of vulnerable workers in Singapore is to mandate the pre-departure provision of written employment contracts under the EFMA. In addition, the IPA letter should be amended to advise potential workers that any discrepancies between the terms of employment in the IPA and the contract should be raised with their local agent. Workers should be advised to resolve these discrepancies before embarking on their journey to Singapore.

(b) Apply certain provisions of the EA to domestic workers

Domestic workers are not currently covered by the EA. Under s 67 of the EA, the Minister may, by notification in the *Gazette*, apply all or part of the EA to domestic workers.

We note MOM's response to HOME's recommendations to include domestic workers under the EA during consultations as part of phase one of the EA/EFMA review. MOM concluded that "[g]iven the personalised nature of domestic work, it would be difficult to regulate their employment conditions" and that domestic workers are protected under the EFMA.

However, certain aspects of the EA are not covered by the EFMA and would not be difficult to regulate, even given the "personalised" nature of domestic work. It is the private and informal nature of their work that renders domestic workers susceptible to abuse and exploitation. As particularly vulnerable low-wage workers, they need legal protection.

As will be discussed below, this is something that other labour-receiving countries have recognised. We note also that the United Nations Committee on the Elimination of Discrimination Against Women made this point in its concluding observations on Singapore in 2011. The Committee urged the Government to ensure that foreign domestic workers are entitled to decent pay and working conditions (CEDAW/C/SGP/CO/4, para 32).

In order to reflect the Committee's recommendations and to bring Singaporean law up to the standard set by other countries in similar circumstances, we submit that certain provisions of the EA should be applied to domestic workers. In particular:

- Notice of termination (EA ss 9, 10, 11)

  Domestic workers should be entitled to notice of termination of employment, and payment in lieu of notice, to the same standards as other workers. The EFMRs only require employers to give "reasonable" notice of repatriation (sch 4 part II para 12).

  We note that in Hong Kong, termination of domestic workers' employment without notice or payment in lieu of notice is only allowed in certain circumstances (eg. negligence, misconduct or fraud on the part of the employee).[3] Ensuring that domestic workers receive notice of termination (or payment in lieu of notice) will increase the security of their employment in Singapore.

- Contractual age (EA s 12)

  Despite the MOM requirement that foreign domestic workers be at least 23 years old when they come to work in Singapore, we have encountered a number of cases of underage domestic workers who have entered Singapore using documents fraudulently produced by employment agencies in the worker's country of origin.

  Domestic workers under the age of 18 should, regardless of the circumstances in which they came to work in Singapore, be treated equally with other children and protected from contractual provisions that do not operate to their benefit.

- Maximum working hours and overtime pay (EA s 38)

  Domestic workers deserve to be protected from excessive working hours and to be paid overtime. We argue that the 8-hour maximum working day included in s 38 should be applied to domestic workers, with overtime pay granted for work outside this time. Overtime could be documented, paid on an hourly basis, and recorded on payslips. A number of other jurisdictions, including Brazil and South Africa[4] have legislated these protections for domestic workers.

  In the alternative and at a minimum, a provision should be inserted into the EFMRs to ensure that EAs receive at least 7 continuous hours of rest per night. While the EFMRs require employers to give workers "adequate" rest (sch 4 part 1 para 10(a)), this terminology is ambiguous. The EFMRs should mandate a minimum rest time of 7 continuous hours and prohibit employers from requiring domestic workers to work during rest time.

[3] See Hong Kong *Employment Ordinance* (Cap 57) part II.
[4] See Brazil *Constitutional Amendment Bill 478/10*; South Africa *Sectoral Determination 7: Domestic Workers*.

In order to ensure flexibility for employers and the clear designation of overtime work, we urge MOM to consider allowing live-out arrangements for foreign domestic workers.

- Annual Leave (EA s 43)

  Domestic workers are workers and deserve time off. We submit that annual leave, pro-rated for the worker's length of service to the particular employer, should be granted to foreign domestic workers. We note that foreign domestic workers in a number of other jurisdictions, including Hong Kong and South Africa,[5] are currently entitled to annual leave.

- Maternity Leave (EA ss 76-87)

  We note the recommendation from the United Nations Committee on the Elimination of Discrimination Against Women in 2011 that Singapore repeal the law requiring work permit holders, including foreign domestic workers, to be deported on grounds of pregnancy (CEDAW/C/SGP/CO/4, para 32). As is the case in Hong Kong and South Africa,[6] foreign domestic workers should have the same right as other women in Singapore to take maternity leave.

- Public holiday pay (EA s 88)

  Domestic workers deserve to be given paid public holidays off, or an additional day's pay in lieu of the holiday, in line with the rights afforded to all other workers in Singapore. We note that domestic workers in Thailand, Hong Kong and South Africa[7] are afforded these protections.

  The associated offence in s 90 of the EA should also apply to employers who fail to comply with this provision.

- Sick leave (EA s 89)

  Domestic workers should not be required to work while they are unwell. Domestic workers deserve the protection afforded to other workers under s 89 of the EA to receive paid sick leave. Of course, this would be subject to the requirements in s 89, including the minimum length of service and examination by a medical practitioner. Domestic workers are entitled to sick leave in Thailand, Hong Kong and South Africa.[8]

  The associated offence in s 90 of the EA should also apply to employers who fail to comply with this provision.

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[5] See Hong Kong *Employment Ordinance* (Cap 57) part VIIIA; South Africa *Sectoral Determination 7: Domestic Workers*.
[6] See Hong Kong *Employment Ordinance* (Cap 57) part III; South Africa *Sectoral Determination 7: Domestic Workers*.
[7] See Hong Kong *Employment Ordinance* (Cap 57) part VIII; Thailand *Ministerial Regulation No. 14 (B.E. 2555)* s 29; South Africa *Sectoral Determination 7: Domestic Workers*.
[8] See Thailand *Ministerial Regulation No. 14 (B.E. 2555)* ss 32, 57; Hong Kong *Employment Ordinance* (Cap 57) part VII; South Africa *Sectoral Determination 7: Domestic Workers*.

Please let us know if you require any further information about the way in which other jurisdictions have legislated the above protections for domestic workers.

We also note that domestic workers continue to be unfairly excluded from the operation of the *Work Injury Compensation Act* (Cap 354) (WICA). Foreign domestic workers, like other workers, incur injuries at work. These injuries often inflict great personal and financial costs on foreign domestic workers. Thus, we implore MOM, as part of this review of the operation of employment legislation, to include foreign domestic workers within the coverage of the WICA.

(c) Specify minimum hours of rest and basic standards of accommodation

The EFMRs should be amended to specify basic standards of accommodation.

The EFMRs currently require employers to provide “acceptable accommodation” for employees (sch 1 part I para 2, part III para 1; sch 4 part I para 4, part III para 4). However, this requirement is vague and undefined. We are dismayed by the number of workers who report that they are housed in crowded, noisy, uncomfortable and unsanitary conditions. A number of these cases are exceptionally serious. For example, certain transport workers have reported being housed in crowded worksite containers.

It is concerning that any human being would be housed in such conditions, but is particularly worrying when the person is engaged in an occupation in which their safety, and that of others, is at risk. Jobs in the maritime, manufacturing, construction and transportation sectors require high levels of concentration and responsibility for public lives. Domestic workers are often responsible for the safety of children, the elderly, and other family members. Fatigue and inadequate sleep increase the risk of workplace accidents, as well as decrease workers’ productivity.[9]

We implore MOM to specify basic standards of accommodation and to ensure that workers get at least 7 hours undisturbed rest. We note that national service men are entitled to at least 7 hours rest and submit that this should be the minimum requirement for workers too, particularly because many are engaged in dangerous occupations.

Part 1 of Schedule 4 of the EFMR should be amended to entitle all domestic workers, at a minimum, to:

- Pest-free sleeping conditions;
- Good ventilation with a window;
- A room (of a specified minimum space) with a door;
- A bed with mattress, pillow, pillow case, blanket and sheets;
- A cupboard with a lock to store clothes and other personal belongings; and
- At least 7 hours of rest per night.

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[9] Workplace Safety and Health Council (Singapore), *Workplace Safety and Health Guidelines: Fatigue Management* (2010).

In addition, the EFMRs should be amended to state that the mandatory "rest day" (sch 4 part I para 12) is a continuous period of at least 24 hours. Numerous domestic workers report being asked to prepare meals, clean, and wash in the morning and/or evening of their designated rest day. Domestic workers required to undertake any work during the "rest day" should receive overtime pay for the time they work on these days.

Part 3 of Schedule 4 of the EFMR should be amended to entitle all other workers, at a minimum, to:

- Pest-free sleeping conditions;
- Good ventilation with a window;
- A specified minimum amount of sleeping space;[10]
- A bed with mattress, pillow, pillow case, blanket and sheets;
- A cupboard with a lock to store clothes and other personal belongings;
- Access to clean shower and toilet facilities; and
- Reasonable quiet (including minimal environmental noise and no arrivals or departure of other workers during the designated 7 hour rest period).

The installation of cameras in worker accommodation should be strictly prohibited to maintain the dignity and privacy of workers.

(d) Introduce a minimum wage for Work Permit holders

To ensure that vulnerable low-wage workers are fairly remunerated, the EFMRs should be amended to introduce a minimum wage for Work Permit holders.

In 2011, the United Nations Committee on the Elimination of Discrimination Against Women urged the Government to ensure that foreign domestic workers receive adequate wages (CEDAW/C/SGP/CO/4, para 32). Indeed, we submit that all foreign workers should be entitled to receive adequate wages.

Minimum salaries are mandated for foreign workers in Singapore with S and Employment Passes. In order to ensure that all foreign workers in Singapore are protected from exploitation and guaranteed an adequate wage, we submit that the EFMRs should specify a minimum wage for Work Permit holders.

(e) Prohibit salary deductions for upkeep of very low-wage workers

The EFMRs should be amended to prohibit deductions from salary to cover upkeep and accommodation expenses for very low-wage workers.

HOME sees a large number of low-salary workers in the manufacturing and services sectors struggling to meet the expenses of living in Singapore. However,

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[10] While we have not proposed a set minimum amount, we note that minimum sleeping space has been mandated in other contexts. For example, the International Labour Organization *Accommodation of Crews Convention* (C092, 1949) mandates at least 2.78m^2 on large ships. We submit that requirements on land should be at least this generous.

we acknowledge that the introduction of a minimum wage in Singapore would require significant institutional and cultural change.

A practical solution to this issue would be to prohibit salary deductions by employers for basic accommodation and upkeep costs of very low-wage workers in these sectors. The EFMRs state that employers of workers on work permits "shall be responsible for and bear the costs of the foreign employee's upkeep (excluding the provision of food) and maintenance in Singapore" (at para 4 sch 1 pt III). However, in practice, accommodation and food costs are often deducted from workers' salaries, leaving them with very little on which to live. HOME has seen workers earning less than $500 per month being subjected to deductions for housing, amenities and food. In many cases, these deductions are excessive.

The question for MOM will be the wage levels to which this prohibition should apply. We suggest that all workers earning less than $1000 per month should have their accommodation and upkeep (including food) paid by their employer, with deductions for these expenses prohibited. We submit that the caps on salary deductions contained in part III of the EA should continue to apply to workers earning a salary above the determined wage level.

(f) Extend the requirement to pay upkeep costs pending resolution of injury compensation claims

The EFMRs should be amended to extend employers' responsibility to pay basic upkeep costs for workers with pending claims under the WICA to include:

- transportation and communication costs; and
- basic upkeep costs during investigations regarding a WICA claim.

The EFMRs state that employers are responsible for the costs of the upkeep (including the provision of food and medical treatment) and maintenance of workers awaiting resolution and payment of any statutory claims for salary arrears under the EA, or work injury compensation under the WICA (sch 4, part III, para 16).

Transportation and communication costs incurred by workers in connection with the resolution and payment of statutory claims are often significant. We submit that these costs should be reimbursed to workers by employers as part of the costs of the worker's upkeep during the relevant period.

In addition, certain claims made under the WICA require investigations as to their validity, for example when employers deny that the injury occurred in the workplace. In some cases, investigations last for many months. Workers whose WICA claims are under investigation receive no income from their employers because the current EFMR provision does not apply to them during investigations. Many have no means of supporting themselves, and go without food or adequate shelter. The EFMRs should be amended to make employers responsible for workers' upkeep during this period, to ensure that workers who have been brought by an employer to work in Singapore are not left without shelter or food.

(g) Prescribe a form for salary payslips, require employers to issue payslips to workers and introduce penalties for failures to comply

We acknowledge the introduction of a system requiring employers to provide written itemised payslips and maintain detailed employment records as a positive outcome of phase one of MOM's review of the EA and EFMA. This system affords vulnerable low-wage workers (and their employers) some evidentiary protection in disputes over salary.

However, due to low-wage workers' minimal bargaining power and vulnerability, this system is susceptible to exploitation by employers forcing workers to sign incorrect or misleading payslips. A necessary step further is for the EA to prescribe the form of the payslips, require copies of payslips to be issued to workers, and introduce penalties for employers who fail to comply. We recommend the prescribed payslip include full calculations of salary and all deductions.

Prescribing a payslip form would allow MOM to regulate the information provided to workers about their salary and the way deductions are calculated. It would also provide MOM with an opportunity to provide standard payslips in a number of languages, to ensure that workers understand the document that they are being provided.

Requiring employers to issue payslips to workers, and including penalties for a failure to do so, would ensure that workers are fully informed about the basis on which their salary is calculated. Providing standard, clear and accessible calculations regarding salary and deductions would also help to protect employers from vexatious salary claims.

(h) Require employment documents to be provided in worker's own language

A requirement should be introduced into the EFMA for key employment documents (at a minimum, the contract and payment slips) to be provided to the worker in his or her language. This will facilitate workers' understanding of their employment conditions in Singapore.

We note that MOM could contribute to this process, by issuing a prescribed form for salary payslips that incorporates relevant translations in the data fields.

In addition, despite the availability of IPAs in workers' languages, we have observed that many workers do not receive an IPA in a language that they can understand. We recommend that the IPA template be amended to include English and foreign-language translations in the same document. This will help to ensure that both the employer and the worker properly understand the basic terms of the worker's employment.

(i) Penalise employers who fail to produce records of payment

The EA should be amended to require employers to produce key employment documents, particularly records of payments and salary deductions, during

mediation or court proceedings in respect of employment disputes. We suggest introducing a penalty for employers who fail to produce such records.

Section 96 of the EA requires employers to keep a record of basic pay rates, earnings and deductions for each employee. Although the EA gives the Commissioner the power to summon employers to produce documents, in practice we have observed that a failure by the employer to produce them often results in a worker's case being dismissed for insufficient evidence.

This system fails to protect vulnerable, low-wage workers. More often than not, these workers do not have copies of the documents that are essential to prove their claims, for example, for underpayment or unauthorised deductions. Employers have an obligation under the EA to retain such documents, but a requirement to produce them needs to be introduced and enforced.

(j) Enforce provisions prohibiting employers from retaining workers' personal documents

The EFMA should be amended to penalize employers for retaining their worker's work pass or passport. Employers should face immediate penalties if one of their workers reports to MOM and is not holding their work pass and passport because that document is in the employer's custody.

Section 47(5) of the *Passports Act 2008* makes it an offence for a person in Singapore to knowingly retain another person's foreign travel document without a reasonable excuse. In addition, the EFMRs prohibit employers from retaining employees' original work permits and visit passes (sch 4 part II para 16, sch 4 part III para 7).

However, HOME has seen many cases of workers in Singapore who are denied possession of their travel documents and work passes. Although s 13(1) of the EFMA requires workers to retain possession of their work pass, workers have reported that in practice, inspectors accept copies.

The International Labour Organization has identified retention of identity documents as an indicator of human trafficking. In effect, employers who deny workers possession of their own personal documents are holding those workers captive. We implore MOM to ensure that provisions prohibiting employers from retaining these documents continue to be enforced, and that employers face penalties for contravention of these provisions. This will allow workers to comply with s 13(1) of the EFMA, and help to protect them from exploitation and the potential for human trafficking.

(k) Enforce prohibition on unauthorised salary deductions

Unauthorised deduction provisions should be enforced strictly, to deter employers from concealing deductions as authorised expenses.

Salary deductions for security deposits are prohibited by the EA (s 26, 27)**.** However, we have observed that a large number of employers engage in the practice of concealing unauthorised deductions (for example, for security

deposits) as expenses that are deductible under s 27 the EA. For example, we have observed employers deducting amounts for the security deposit as accommodation costs. Workers are given verbal assurances that housing expenses will be covered by the employer, and these deductions refunded. In most cases, these are empty and unenforceable promises.

We implore MOM to facilitate reporting of such abuses by workers, and seek to strictly enforce the existing law.

3. Allowing foreign workers to change employers

In Singapore, foreign workers' residency is tied to a specified employer. Workers are generally not allowed to change employers without the consent of their specified employer.

At present, only two classes of foreign workers – foreign domestic workers and foreign workers in the construction sector from Non-Traditional Sources – are able to request a change of employer. However, a common requirement of consent from the current employer must be complied with before the change can be effected.

MOM has a series of guidelines that foreign workers and employers must comply with in order to validly incorporate the change. Moreover, as foreign workers are unable to find employment unless they possess a valid work pass, and the circumstances of their employment must conform with the details in the work pass, any change of employer must adhere to the EFMRs. Therefore, the possibility for a foreign worker to change employers is limited by these regulations.

This sponsorship system encourages trafficking and forced labour. The difficulties encountered by workers attempting to change employers act as a disincentive for workers to report abuses by their employer. It is difficult for workers to escape exploitation without losing their job and risking being required to leave Singapore. We recommend that the following changes be made to the EA and EFMA in order to assist migrant workers to escape exploitative labour situations, and enable workers to come forward for assistance knowing that they can still seek work with another employer.

(a) Allow foreign workers to change employers without their current employer's consent

We recommend that the EA and EFMA allow foreign workers to change employers without their current employer's consent. At a minimum, this should be permitted under exceptional circumstances as it is already provided in the regulations of countries which, like Singapore, generally receive foreign workers: Hong Kong, Malaysia, South Africa and Canada.

In Hong Kong, foreign domestic workers are allowed to change employer without permission under several exceptional circumstances, such as when the previous employer is unable to continue with the contract because of external

transfer, emigration, death or financial reasons, or when there is evidence that the foreign domestic helper has been abused or exploited by her employer.[11]

In Malaysia, foreign workers can change employer upon permission by the Ministry of Home Affairs and without the consent of her current employer. In addition, a foreign domestic worker can terminate her contract and change employer without notice to the employer if the foreign domestic worker has reasonable grounds to fear for her life or is threatened by violence or disease, she has been persecuted by the original employer when the foreign domestic worker is subjected to abuse or ill treatment by the employee, or the employer has failed to fulfill his obligation to pay the worker's wages.[12]

In South Africa, the regulation provides that every foreign worker with at least 5 years of experience is entitled to request a "Quota Work Permit", which is tied to the individual and not to the employer.[13] Under this permit, a foreign worker can leave from one employer to another without obtaining a new work permit. This rule applies to foreign domestic workers as well. Indeed, South Africa has recently signed the International International Labour Organization *Convention No. 189 Concerning Decent Work for Domestic Workers*, which requires foreign domestic workers to be provided with employment standards equal to those of other workers.

In Canada, every foreign worker has the general right to change employer and cannot be penalized or deported for looking for another place to work.

The approaches of foreign jurisdictions provide useful and viable alternatives to the current Singaporean framework, which ties workers to a single employer and denies them the right to decide to change employers, even in circumstances of exploitation or abuse.

(b) Extend the timeframe in which foreign workers may find a new employer

In practice, the MOM requests the foreign worker to find a new employer within a 2-week timeframe.

This timeframe has proved to be sufficient in certain sectors, such as the construction industry, but is inadequate in the services and manufacturing industries where foreign workers and prospective new employers have to comply with foreign worker quotas.

In acknowledgement of these difficulties, we suggest extending the timeframe for every foreign worker to find a new employer to at least 1 month after termination of the first employment contract.

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[11] See "Conditions of employment for Foreign Domestic Workers – A general guide to the employer" released by Immigration Department of Hong Kong
[12] "Contract of Employment" template released by the Immigration Department of Malaysia and compulsorily signed by every Foreign Domestic Workers working in Malaysia
[13] Employment Act No. 75 of 1997

(c) Allow foreign workers to change sectors

Usually, a change of employer for foreign workers is limited to other employers within the same industry. However, as foreign workers have difficulty finding a new employer in certain sectors, we strongly recommend that foreign workers have the opportunity to change sectors at the same time that they change employer.

(d) Provide more transparency on the change of employer's requirements and institute an appeal procedure in case of refusal

Currently, MOM operates on a case-by-case basis and does not provide a list of conditions under which a change of employers will be granted. Such a list would not only create transparency for the workers, but would increase efficiency at MOM due to the reduction in applications for a change of employer in circumstances that do not meet MOM's criteria.

This list of criteria should include events outside the control of the worker, such as those included in the regulations of Hong Kong or Malaysia, including abuse or exploitation of the worker, and death, bankruptcy and emigration of the employer.

Further, we submit that MOM should provide reasons in cases where a request to change is refused. This transparency would allow MOM to complete and update the list of criteria mentioned above.

Lastly, we recommend that a process of appeal should be instituted to allow foreign workers to present further arguments or evidence for the need to change employers to a neutral decision-maker.

The provision of more transparency and a right of appeal would ensure protection of vulnerable, low-wage workers who need to change employer. More broadly, reform in this area will allow MOM to take positive steps to reduce the instances of trafficking and forced labour of foreign workers in Singapore.