

**AGREEMENT BETWEEN FOREIGN DOMESTIC WORKER (FDW) AND EMPLOYER ON
FDW WEEKLY REST DAY ARRANGEMENT**

Parties Involved	FDW	Employer
Name		
NRIC/Work Permit No.		

This agreement is made between (a) the FDW and (b) the Employer in accordance with the Ministry of Manpower's regulations on the provision of a weekly rest day for FDWs. Please refer to Annex A on excerpt from the Employment of Foreign Manpower (Work Passes) Regulations.

Terms of Agreement:

We, the FDW and the Employer, agree that the employer shall grant the FDW:

- One rest day for every week. The rest day shall be granted on _____ (day of the week);

OR

- _____ rest days in a month on _____ (day of the week) with compensation in lieu at \$_____ for each rest day forgone.

FDW's Signature
Date:

Employer's Signature
Date:

[For any subsequent variations that are agreed between the employer and FDW, the following record should be maintained]

We, the FDW and the Employer, agree that the employer shall grant the FDW:

- Rest day on _____ (date) in lieu of rest day forgone on _____ (date);

OR

- Compensation in lieu at \$_____ (minimum of 1 day's pay) for working on rest day on _____ (date)

FDW's Signature
Date:

Employer's Signature
Date:

Fourth Schedule, Employment of Foreign Manpower (Work Passes) Regulations 2012

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
 - (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 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