

Tripartite Standards Practices

Age-friendly Workplace Practices

Purpose

1. Many older employees would want to work longer and stay productive if the workplace is conducive and inclusive. Age-friendly workplaces also help employers attract and retain these employees and tap on their wealth of experience.

Practices

2. Age is not a selection criterion used when advertising for, shortlisting or selecting job candidates.
3. A member of the senior management is appointed to champion age-friendly workplace practices.
4. Older employees are trained to perform their jobs effectively.
5. Workplace health programmes¹ for older employees are implemented.
6. Jobs and workplaces are designed² to be age-friendly.
7. Older employees who are not at the maximum of their salary ranges and have satisfactory work performance are given annual increments, if other employees are also given annual increments.
8. Employees are engaged on re-employment issues at least 6 months prior to reaching the retirement age of 62, and for any subsequent extension of the re-employment contract. Employees are offered re-employment contracts at least 3 months before they are to be re-employed, with a duration of at least 1 year.

Glossary

- a. Older employees refer to employees aged 60 and above.
- b. Training refers to work-related structured training which includes classroom training, private lessons, workshops, seminars, structured on-the-job training (e.g. training by supervisors or co-workers), e-learning (systematic training programmes via e-platforms), traineeship programmes, apprenticeship training and mandatory course
- c. Job Redesign refers to the review and reorganisation of job responsibilities, to improve employee productivity and satisfaction. All companies will need to demonstrate that the design of the jobs and workplace meets the following three criteria for the older employees:
 - i. **Easy** – makes the work physically easy. These could include the use of larger screen displays, substituting manual strength for mechanical and reducing strenuous activities.
 - ii. **Safe** – minimises the risk of injuries at work. These could include the installation of handrails and lights along travel routes, slip-resistant walking surfaces and ergonomic office chairs.



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- iii. **Smart** – frees up time for knowledge-based activities. These could include the use of technology to automate routine tasks and re-training of employees to operate machines instead.

¹ Examples include implementing ergonomics intervention programme, briefings on choosing healthier food options, exercise programmes and regular body check-ups.

² Companies may tap on the WorkPro grants for funding support or refer to the Job Redesign Toolkit to learn more about job redesign

Flexible Work Arrangements

Purpose

1. Flexible work arrangements (FWAs) contribute to a supportive and conducive work environment. They benefit both employers and employees:
 - a. Employers can better attract and retain employees, including back-to-work individuals, and become more nimble in manpower deployment.
 - b. Employees can become more productive and achieve good work and personal outcomes.

Practices

2. A member of the senior management is appointed to champion FWAs.
3. Employers offer FWAs to employees.
4. Employees can request for FWAs offered by the company. They are informed about the types of FWAs offered, the process to request for them, and the expectations on the responsible use of FWAs (e.g. in company's staff website, HR policy, circular or memo).
5. Outcomes of FWA applications are communicated to the employees in a timely manner and are documented. If a request for FWA cannot be granted, supervisors engage employees on the reasons and where possible, discuss suitable alternatives that better meet the needs of both employer and employee.
6. Supervisors are trained¹ to:
 - a. Objectively evaluate employees' applications for FWA based on the suitability of the FWA, considering the needs of the job and the employees in areas such as work performance, job requirements, compensation and safety; and
 - b. Set work expectations, manage and appraise employees on FWAs fairly based on work outcomes.

¹ Training includes programmes or training workshops for supervisors on FWAs.

Glossary

- a. FWAs refer to variations from usual work arrangements. These include:
 - i. Flexi-load (e.g. part-time or job-sharing)
 - ii. Flexi-time (e.g. staggered hours and compressed work week)
 - iii. Flexi-place (e.g. telecommuting)

For more information on the various FWAs, please visit <https://www.tal.sg/tafep/Employment-Practices/Work-Life-Harmony/FWAs>.

Grievance handling

Purpose

1. Singapore's workforce is inherently diverse. Companies with a diverse workforce benefit from having a larger talent pool and a competitive edge. However, miscommunication and misunderstanding can occur in a diverse workplace. If not managed well, employee morale and productivity, as well as the company's operations and image, can be adversely affected. Employers can put in place policies and procedures to manage workplace grievances and build an inclusive and harmonious workplace.

Practices

2. A grievance handling procedure has been put in place for employees to raise grievances and for the employer to conduct proper investigations and respond to the affected persons.

3. This procedure is also clearly communicated to all employees and documented (e.g. in the collective agreement, company circular or memo).

4. The grievance handling procedure states the appropriate authority to hear the appeal and a reasonable period of time for action to be taken. The employee is given the right to bring the unresolved grievance to the next level (e.g. request the assistance of the union if the employee is a union member in a unionised company). Discussions are documented and confidentiality of information observed.

5. Supervisors and appointed staff are trained¹ to manage employee feedback and grievances and work with the union if the company is unionised.

¹ Training includes programmes or workshops to train supervisors and appointed staff in managing employee feedback and grievances.

Glossary

a. Workplace grievances refer to discontent or feelings of unfairness at work. It may be felt by an individual employee or a group of employees (e.g. a wage cut or a retrenchment exercise that could involve several employees or the entire workforce).

Procurement of Services from Media Freelancers

Purpose

The project-based nature of the media industry lends itself to freelancing. It is common practice for companies to procure the services of media freelancers to meet the needs of the specific projects.

The Tripartite Standard on the Procurement of Services from Media Freelancers is intended to encourage fair and progressive employment practices by companies and to provide better support for media freelancers.

Practices

1. Written Contract

A written contract between contracting parties are agreed upon and acknowledged before the commencement of the service rendered. The written contract includes the following basic contract terms:

- i. Names of contracting parties;
- ii. Nature of services to be provided by the media freelancer/s;
 - a. Details of services that include deliverables; duration; location
- iii. Payment
 - a. What is included in the fee
 - b. Payment milestones with clearly specified payment period;
 - c. Amount of interest charged for late payment calculated from the agreed payment milestone upon the company's receipt of the invoice from the media freelancer/s.
- iv. How both parties can vary or terminate the contract terms;
- v. What information is to be kept confidential;
- vi. Disputes will be settled via negotiation and mediation first;
- vii. Where relevant, clear terms on ownership of intellectual property.

2. Timely Payment

Media freelancers are paid in accordance with the agreed payment period upon payment milestones being met as stipulated in the written contract. If no payment milestone dates are provided in the contract, the media freelancers are paid, no later than 45 days upon the company's receipt of the invoice from the media freelancers, upon completion of agreed deliverables.

3. Dispute Resolution

If any disputes arise in relation to the provision of service by the media freelancers, reasonable efforts are made to resolve the dispute via negotiation and mediation first. Any agreement reached during negotiation and mediation will be recorded in a written settlement agreement and acknowledged by the parties involved.

4. Insurance

Where media freelancers are required to offer their services on set and/or location specified by the company, they are covered in the company's insurance. A suitable liability coverage for the insurance are purchased to include:

- i. Production Equipment Insurance that covers equipment operated by media freelancers either owned by the company and/or rented to the company;
 - a. Covers against all risks of direct physical loss, damage or destruction to equipment such as cameras, electrical communications, sound, lighting and grip equipment that are owned by or rented to the company.
- ii. Commercial General Liability;
 - a. Covers against claims for bodily injury (of other parties, e.g. passers-by who are injured by production equipment during production that was operated by media freelancers) or for property damage, liability arising during the production.
- iii. Work-related Personal Accident insurance;
 - a. Covers against claims for death, total and permanent disability and medical expenses due to work-related accidents for media freelancers.

Glossary

A Media Freelancer is:

- i. A person who does not have a contract of service with an employer AND
- ii. Operates his/her own media service business or trade* without hiring any employees; AND
- iii. He/She negotiates his/her terms and benefits with clients, and it is clearly stated in the contract that it is his/her service as an individual that is being procured for all intents and purposes; AND
- iv. He/ She can either operate as individuals; OR have an Accounting and Corporate Regulatory Authority of Singapore (ACRA) - registered entity such as sole proprietorships, Limited Liability Partnerships, Limited Liability Companies, Partnerships, and companies, where such entity does not hire any employees.

* media service business or trade includes design, development, production, operation, distribution, sale and/or marketing of media.

Recruitment practices

Purpose

1. Adopting fair, merit-based and inclusive hiring practices is the right thing to do. Employers also benefit from having a wider pool of candidates to recruit from, hence increasing their chances of finding the best person for the job and strengthening the organisation.

Practices

Job Advertisements

2. Job advertisements state only selection criteria that are related to qualifications, skills, knowledge and experience required for the job. Where specific attributes e.g. proficiency in a particular language or the need for employees of a particular gender are needed, the reasons are stated clearly.

Job Application Forms

3. Job application forms ask only for information relevant to assess an applicant's suitability for a job. They do not require applicants to provide their age¹, date of birth, gender, race, religion, marital status and family responsibilities, including whether the applicants are pregnant or have children, and whether they have disabilities, unless the information is needed to assess the applicant's suitability for the job. If such data is required, the purpose is stated clearly.

Job Interviews

4. A set of relevant and objective selection criteria is used consistently (e.g. use of a checklist) for shortlisting and selecting candidates. A proper record of the interview, assessment process, test (if any) and job offer made is kept for at least one year. Unsuccessful candidates are informed of the outcome of the interview.

5. Hiring managers and staff² have been trained³ to conduct fair and unbiased interviews.

¹ This includes other information such as NRIC number.

² This includes HR practitioners, line managers and supervisors who have recruitment responsibilities.

³ Training includes programmes or workshops to train hiring managers and staff on conducting interviews in a fair and objective manner.

Contracting with Self-employed Persons

Purpose

1. The growth of the platform economy creates opportunities for businesses, consumers and workers, in particular self-employed persons (SEPs) ¹. To ensure the sustainability of the economy of self-employed work, businesses whether as service buyers or intermediaries², and SEPs must fulfil their obligations.

2. Businesses should set out their arrangement with SEPs clearly to lend clarity to the expectations and conduct of the relationship. Clearer obligations and duties foster better working relationships between businesses and SEPs, and enable SEPs to provide better services. SEPs on their part should fulfil their obligations and duties in a responsible manner.

Practices

3. Terms of products or services to be delivered are discussed with SEPs. The terms agreed upon are documented in written key terms and provided to SEPs before any products or services are delivered.

4. The written key terms are set out clearly and include the following:

- i. Names of contracting parties;
- ii. Parties' obligations, such as nature of services to be provided (e.g. outcome; duration; location);
- iii. Payment
 - a. Amount of payment due for each product or service (or part thereof);
 - b. Due date of payment(s) (e.g. a fixed number of days after the SEP issues an invoice for delivered services or milestones, or periodic payments for services rendered during that period);
- iv. If terms on variation of the agreement are provided for, how either party can vary the key terms or terminate the agreement (e.g. by mutual agreement);
- v. If terms for resolving disputes are provided for, the option for mediation should be made available, without it being a barrier to either party bringing any dispute directly to the Small Claims Tribunals³.

¹ Self-employed persons (SEPs) operate their own trade or business, and include freelancers such as graphic designers, sport coaches and tourist guides.

² Businesses may be service buyers that procure services from SEPs directly, or intermediaries that facilitate provision of services by SEPs to service buyers.

³ The Small Claims Tribunals were established to provide an affordable and expeditious forum for resolution of smaller value disputes, including disputes between SEPs and businesses.

Employment of Term-contract Employees

Purpose

1. Term contract employees form a small but important part of our workforce. Progressive employers provide such employees with leave benefits commensurate with the cumulative length of their contracts and give appropriate notice in instances of early termination or non-renewal of contract. They also ensure that term contract employees are adequately trained to perform their roles effectively.

Practices

2. All term contracts of service of 14 days or more, which are renewed within 1 month from the end of the previous contract, are treated as continuous service. The following statutory leave benefits under the Employment Act and the Child Development Co-Savings Act are awarded based on the cumulative length of such "continuous service":

- a. Annual leave
- b. Sick leave
- c. Maternity leave
- d. Paternity leave
- e. Adoption leave
- f. Child-care leave and extended child-care leave

3. In instances of early termination or non-renewal of the term contract, the cumulative length of service is used for purposes of calculating the notice period, as follows:

Cumulative length of service	Notice period shall not be less than
Less than 26 weeks	1 day
At least 26 weeks but less than 2 years	1 week
At least 2 years but less than 5 years	2 weeks
At least 5 years	4 weeks

4. Employees are trained¹ to perform their jobs effectively.

Glossary

a. Term contract employees are those who are on fixed-term contracts of employment that will terminate upon the expiry of a specific term unless it is renewed.

¹Training includes on-the-job training, online courses and workshops.

Unpaid leave for unexpected care needs

Purpose

1. Caregiving is an important responsibility and is no easy feat, especially for those who have to juggle between work and caregiving roles. At times, employees may have greater caregiving needs should their immediate family members have a medical episode and require more care. While employees are encouraged to first utilise their statutory leave, employers can be more compassionate and provide additional unpaid leave to support employees during such stressful periods. This can help employers better attract and retain employees.

Practices

2. Employees are informed of the types of unpaid leave offered, the process to request for them, and the expectations of the responsible use of leave. Employees can request for more leave if they require. Employees are notified on outcomes of leave requests in a timely manner. If a request cannot be granted, supervisors engage employees on the reasons and where possible, discuss suitable alternatives that better meet the needs of both employer and employee.

3. Employees are offered up to 4 weeks of unpaid leave per year if their child is below the age of 2 and:

- i. is born (a) preterm, or (b) with congenital conditions, or (c) as part of multiple births; or
- ii. has any medical conditions, subject to discussion with the employer.

4. Employees are offered up to 2 weeks of unpaid leave per year for the caring of immediate family members who are hospitalised, during or after hospitalisation.

Glossary

a. Week refers to the number of days in the work week of the employee. For example, if the employee works 5 days in a week, he/she will be offered up to 20 days of unpaid leave per year under Specification 3.

b. Immediate family members refers to parents (including in-laws), spouse, and children.

Work-Life Harmony

Purpose

1. Work-life harmony is achieved when an individual is able to effectively manage both work responsibilities and family/personal aspirations. This benefits both employers and employees.
 - a. Employers have a competitive advantage as they can better attract and retain employees from a wider talent pool and improve employee morale and engagement for better work performance.
 - b. Employees can feel sufficiently supported to effectively achieve work responsibilities as well as family and personal aspirations.

Practices

2. Employer adopts the Tripartite Standard on Flexible Work Arrangements (TS on FWAs).
3. Employer has put in place employee support schemes by:
 - a. Providing at least two employee support schemes * for all its employees, based on employees' needs; and
 - b. Communicate to employees the different forms of employee support schemes and the process to apply for them (e.g. in company's staff website, HR policy, circular or memo); and
 - c. Adopting technological tools to support work-life strategies, where relevant.

* Examples include family day, subsidised health screening, staff recreation areas etc. Other examples of employee support schemes can be found [here](#).

4. Employer has put in place enhanced leave policies for all employees by: Providing at least two employee support schemes * for all its employees, based on employees' needs; and
 - a. Providing at least two enhanced leave benefits (e.g. compassionate leave, extended childcare leave)*; and
 - b. Encouraging the utilisation of annual, childcare, maternity and paternity leave, as well as other leave benefits offered by employers when needed.

The different forms of leave benefits and the process to apply for them should be communicated clearly to employees (e.g. in company's staff website, HR policy, circular or memo).

* Enhanced leave benefits refer to leave benefits offered above and beyond those which are legally required. Employers who have adopted The Tripartite Standard on Unpaid Leave for Unexpected Care Needs would be considered as offering one enhanced leave benefit. Other examples of enhanced leave benefits can be found [here](#).

5. A member of the senior management is appointed to champion Work-Life Harmony*
* The WLH Champion can be the same person as the FWA Champion.

6. Employer to discuss suitable arrangements for employees with caregiving* responsibilities that meet the needs of both employers and employees, such as:

- a. Option to reduce work hours upon request (with a commensurate reduction in pay); or
- b. Other forms of flexible work arrangements including staggered start/end times and telecommuting; or
- c. Additional leave provisions; or
- d. Flexible benefits for caregivers

* "Caregiving" refers to looking after children or provides assistance to family members who are ill, disabled, or need help with daily activities.

7. Employer establish and communicate (e.g. through employee handbook or company-wide HR communications) its work-life harmony policy to employees. This will support employees' mental well-being, prevent potential work burnout and improve productivity.

* Some examples of work-life harmony policy can be found on page 10 of the [Tripartite Advisory on Mental Well-being at Workplaces](#).

8. Employer will review the effectiveness of its work-life harmony programmes on a regular basis (e.g. through annual or bi-annual survey, focus group discussions etc).