Chambers | Practice Guides

Employment 2026

Definitive global law guides offering comparative analysis from top-ranked lawyers



Singapore: Law and Practice

Kelvin Tan, Benjamin Gaw and Chong Kin Lim
Drew & Napier LLC

SINGAPORE



Law and Practice

Contributed by:
Kelvin Tan, Benjamin Gaw and Chong Kin Lim
Drew & Napier LLC

Contents

1. Employment Terms p.4
1.1 Employee Status p.4
1.2 Employment Contracts p.4
1.3 Working Hours p.5
1.4 Compensation p.6
1.5 Other Employment Terms p.6

2. Restrictive Covenants p.8
2.1 Non-Competes p.8
2.2 Non-Solicits p.9

3. Data Privacy p.10
3.1 Data Privacy Law and Employment p.10

4. Foreign Workers p.11
4.1 Limitations on Foreign Workers p.11
4.2 Registration Requirements for Foreign Workers p.13

5. New Work p.13
5.1 Mobile Work p.13
5.2 Sabbaticals p.14
5.3 Other New Manifestations p.14

6. Collective Relations p.15
6.1 Unions p.15
6.2 Employee Representative Bodies p.15
6.3 Collective Bargaining Agreements p.16

7. Termination p.16
7.1 Grounds for Termination p.16
7.2 Notice Periods p.16
7.3 Dismissal for (Serious) Cause p.17
7.4 Termination Agreements p.18
7.5 Protected Categories of Employee p.18

8. Disputes p.18
8.1 Wrongful Dismissal p.18
8.2 Anti-Discrimination p.19
8.3 Digitalisation p.20

9. Dispute Resolution p.20
9.1 Litigation p.20
9.2 Alternative Dispute Resolution p.21
9.3 Costs p.21

Drew & Napier LLC has been providing exceptional legal service since 1889 and is one of the largest full-service law firms in Singapore. The firm has four senior counsels. It is pre-eminent in dispute resolution, international arbitration, competition and antitrust, corporate insolvency and restructuring, IP (patents and trade marks), tax, and telecommunications, media and technology, and has market-leading practices in M&A, banking and finance, and capital markets. Drew & Napier has represented Singapore's leaders, top government agencies and foreign governments in landmark, high-profile cases. It is also appointed by Fortune 500 companies, multinational corporations, and local organisations. The firm is experienced in international disputes before the Singapore International Commercial Court and covers the full range of commercial litigation matters, including building and construction, constitutional law, debt recovery, defamation, fraud, and white-collar crime.

Authors



Kelvin Tan co-heads the employment practice at Drew & Napier. He sits in the dispute resolution department and has an active litigation and arbitration practice. Kelvin represents clients in a wide range of industries, including aviation, banking, FMCG, hospitality, insurance, manufacturing and technology. In his employment practice, he regularly handles contentious and advisory matters concerning termination of employment, organisational restructuring, enforcement of post-termination restrictive covenants, breaches of directors' and fiduciary duties, and anti-bribery.



Benjamin Gaw is a director at Drew & Napier and is co-head of the firm's employment practice. His employment practice includes advising clients on the full range of employment issues in the course of an employment relationship, from reviewing employment contracts, handbooks and policies; employee stock option plans; trade union and collective agreements; to advising on retrenchment and termination of employment. Benjamin is consistently recognised as a global thought leader and a market-leading lawyer.



Chong Kin Lim is the managing director of Drew & Napier's corporate and finance department. He also heads the firm's technology, media and telecommunications practice, and co-heads the competition law and regulatory, as well as data protection, privacy and cybersecurity departments. Chong Kin leads a strong team of corporate and commercial lawyers who handle all aspects of employment law in Singapore, including issues relating to personal data protection as well as anti-harassment.

Drew & Napier LLC

10 Collyer Quay
#10-01
Ocean Financial Centre
Singapore 049315

Tel: +65 6535 0733
Fax: +65 6535 4906
Email: mail@drewnapier.com
Web: www.drewnapier.com



1. Employment Terms

1.1 Employee Status

An employee is a person who has entered into or works under a contract of service with an employer. On the other hand, a person who has entered into a contract for service is not an employee. Whether a person is an employee is determined by a flexible and fact-sensitive approach that considers, holistically, the parties' working relationship with reference to factors such as the employer's control over the person's work and whether the person's work forms an integral part of the employer's business.

The Employment Act 1968 (the "Employment Act") generally covers all employees (subject to very limited exceptions), but additional statutory protection of certain employment terms and benefits under Part IV of the Employment Act only applies to classes of employees who are considered more vulnerable in their ability to negotiate their terms of employment, as follows:

- workmen (ie, employees whose work mainly involves manual labour) earning a basic monthly salary of not more than SGD4,500; and
- employees (other than a workman or a person employed in a managerial or an executive position) earning a basic monthly salary of not more than SGD2,600.

Platform Workers

Under the Platform Workers Act 2024, which came into force on 10 January 2025, platform workers will be recognised as a distinct and separate group of workers. Due to the flexible nature of their work, platform workers are neither classified as employees nor self-employed. For more details on platform workers and the ongoing efforts to protect their interests, see **5.3 Other New Manifestations**.

1.2 Employment Contracts

An employment contract may be for a fixed or indefinite period.

Key Employment Terms

An employer is required to provide employees (other than transient employees) with written records of at least the key employment terms, which include:

- employer's full name;
- employee's full name;
- job title, main duties and responsibilities;
- start date of employment;
- duration of employment;
- working arrangements, such as daily working hours, number of working days per week and rest days;
- salary period;
- basic rate of pay;
- fixed allowances;
- fixed deductions;
- overtime payment period;
- overtime rate of pay;
- other salary-related components such as incentives and bonuses;
- leave entitlement;
- medical benefits;

• probation period; and
• notice period for dismissal or termination.

Any term of an employment contract which is less favourable than the conditions of service prescribed by the Employment Act for an employee covered under the Employment Act is deemed to be illegal, null and void to the extent that it is less favourable.

Terms Implied in Law

In addition to the agreed employment terms, the Singapore courts also recognise that an implied duty of mutual trust and confidence exists between employer and employee, as affirmed in the recent case of *Prashant Mudgal v SAP Asia Pte Ltd* [2026] SGHC 15 (*Prashant*) by the Singapore High Court. In *Prashant*, it was found that the implied duty includes a duty not to behave in an "intolerable or wholly unacceptable" way, and such duty was breached when the employer in *Prashant* engaged in pre-termination deceptive behaviour by placing the employee on a Performance Improvement Plan while having already decided to terminate him, thereby misleading and deceiving the employee about his prospects of improvement and continued employment.

However, the High Court also clarified that the scope of the implied duty of mutual trust and confidence has to be assessed on a case-by-case basis, and terms are not implied terms in their own right, but rather are different formulations of the larger implied duty of mutual trust and confidence that must be pleaded. Accordingly, future claimants seeking to rely on any implied term of mutual trust and confidence should elucidate the precise content of the implied term on the facts of each case and explain their basis for saying so.

Notably, in the recent High Court case of *Seng Hock Chye Daniel v Denso International Asia Pte Ltd* [2026] SGHCR 14 (*Seng Hock Chye*), the High Court had distinguished *Seng Hock Chye* from *Prashant* based on the specific facts of each case. The High Court found that the claimant in *Seng Hock Chye* had not pleaded facts that would establish any pre-termination deceptive conduct, as was present in *Prashant*, and accordingly dismissed the claimant's claim.

1.3 Working Hours

Working Hours and Overtime Regulations

Employees whose terms of employment are protected by the Employment Act (see **1.1 Employee Status**) are not required to work more than:

• six consecutive hours without a period of leisure; or
• eight hours a day, or more than 44 hours a week.

If an employer requires a protected employee to work overtime, the employer has to pay the employee at least 1.5 times the employee's hourly basic rate of pay.

In addition, a protected employee is not allowed to work overtime for more than 72 hours in a month. Working on a rest day or public holiday does not count towards the 72-hour overtime limit except for work done beyond the usual daily working hours on those days.

Part-Time Employment

An employee who is required to work fewer than 35 hours a week is considered a part-time employee. Part-time employees covered under the Employment Act are entitled to the same rights and benefits as full-time employees, but their statutory entitlements (eg, to annual leave, sick leave and maternity leave) are prorated.

Flexible Working Arrangements (FWAs)

The Tripartite Alliance for Fair and Progressive Employment Practices (TAFEP) – a body with representatives from the government, trade unions and employers – encourages employers to enable flexible working arrangements, which have become more accepted in the workplace.

In April 2024, the Ministry of Manpower (MOM) announced that all ten recommendations by the Tripartite Workgroup on the Tripartite Guidelines on Flexible Work Arrangement Requests (the "FWA Guidelines") have been accepted by the government. Employers are expected to abide by the mandatory FWA Guidelines, which came into effect on 1 December 2024. The FWA Guidelines are aimed at making it easier for employees to request flexible work arrangements, while acknowledging that employers continue to have the prerogative to decide on work arrangements.

The FWA Guidelines establish how formal flexible work arrangements requests should be made, how employers should consider such requests in a proper manner, and the requirement for employers to communicate decisions on such requests in a transparent and timely manner.

1.4 Compensation

No Minimum Wage – Progressive Wage Model

There is no general minimum wage in Singapore. However, employers in certain prescribed sectors which employ low-wage employees are required to implement a progressive wage model (PWM).

In respect of each sector, the PWM provides minimum basic wage requirements, minimum annual increases as well as the necessary certifications and qualifications that employees in these sectors would need to secure a higher minimum wage under the PWM. The Singapore government is seeking to expand the PWM to cover more sectors over time.

National Wages Council

The National Wages Council is a tripartite body comprising representatives from employers, trade unions and the government. It formulates wage guidelines in line with Singapore's long-term economic growth, which are used by both unionised and non-unionised companies as a framework or reference point to determine wage increases for their employees. The guidelines are recommendations, not legal requirements.

Bonuses

Bonuses are payable depending on contractual terms and employers' discretion.

Annual Wage Supplement

The MOM encourages employers to give employees an annual wage supplement (AWS) comprising a single annual payment on top of an employee's total annual wage, also known as a 13th-month bonus. The AWS is not compulsory, unless it is provided for in the employment contract.

Central Provident Fund (CPF) Contributions

During the 2023 Budget, it was announced that the Central Provident Fund (CPF) monthly salary ceiling will be increased. The increment will take place in four stages to allow employers and employees to adjust to the changes. The increment is as follows:

- from 1 September to 31 December 2023 – SGD6,300;
- from 1 January to 31 December 2024 – SGD6,800;
- from 1 January to 31 December 2025 – SGD7,400; and
- from 1 January 2026 – SGD8,000.

There will be no change to the current CPF annual salary ceiling of SGD102,000. This will be reviewed periodically to ensure that it continues to cover about 80% of employees.

To keep pace with rising wages and to strengthen the retirement preparedness of senior employees, there will also be changes to the CPF ordinary wage ceiling and contribution rates. As of 1 January 2026, the current contribution rates are as follows:

- for employees aged 55 and below, the contribution rate is 37% of wages (17% from the employer and 20% from the employee);
- for employees aged 56–60, the contribution rate is 34% of wages (16% from the employer and 18% from the employee);
- for employees aged 61–65, the contribution rate is 25% of wages (12.5% from the employer and 12.5% from the employee);
- for employees aged 66–70, the contribution rate is 16.5% of wages (9% from the employer and 7.5% from the employee); and
- for employees aged 71 and above, the contribution rate is 12.5% of wages (7.5% from the employer and 5% from the employee).

1.5 Other Employment Terms

Public Holidays

Employees are entitled to paid holidays on public holidays. If the public holiday falls on a non-working day, employees will be entitled to another day off or one extra day's salary in lieu of the public holiday. If an employee is required to work on a public holiday, the employee is entitled to another day off, time off (only for employees not covered under Part IV of the Employment Act), or one extra day's salary.

Annual Leave

At the minimum, the Employment Act requires that employees who have worked for their employer for at least three months are entitled to seven days of paid annual leave within the first 12 months of continuous service with that same employer.

Thereafter, employees are entitled to one additional day of paid annual leave for every subsequent year of continuous service with the same employer, subject to a maximum of 14 days' paid annual leave.

Sick Leave

The Employment Act requires that employees who have worked for at least three months are entitled to paid outpatient sick leave and paid hospitalisation leave.

Employees who have worked for at least six months are entitled to 14 days of paid outpatient sick leave in each year and 60 days of paid hospitalisation leave. The amount of paid outpatient sick leave and paid hospitalisation leave is capped at the amount of the employee's sick leave entitlement.

Where an employee has worked for an employer for less than six months but for at least three months, the employee's entitlement to paid outpatient sick leave and paid hospitalisation leave ranges from five to 11 days and 15 to 45 days respectively, depending on the length of service.

Maternity Leave

Under the Child Development Co-Savings Act 2001 (CDCA), female employees are entitled to 16 weeks of paid maternity leave provided that:

- the employee has worked for her employer for a continuous period of at least three months before the birth of her child; and
- the child is a Singapore citizen at the time of birth or becomes one within 12 months from the date of birth.

If an employee is not entitled to maternity leave under the CDCA, she will be entitled to 12 weeks of maternity leave provided that:

- the employee is covered under the Employment Act; and
- the employee has worked for her employer for at least three months before the birth of her child.

Eight of those 12 weeks of maternity leave will generally be paid leave unless, at the time of delivery, the employee has two or more living children and those children were born during more than one previous confinement.

Paternity Leave

Under the CDCA, male employees are entitled to four weeks of government-paid paternity leave.

A natural father will be eligible, provided that:

- the child is a Singapore citizen at the time of birth or becomes one within 12 months from the date of birth;
- the employee has worked for his employer for at least three months before the birth of the child; and
- the child's mother is lawfully married to the child's natural father at the time the child is conceived, or becomes lawfully married to the child's natural father before the child's birth, or becomes lawfully married to the child's natural father within 12 months from the date of the child's birth.

An adoptive father will be eligible, provided that:

- the child is below 12 months of age on the Formal Intent to Adopt (FIA) date;
- the employee has worked for his employer for at least three months before the FIA date; and
- the child is a Singapore citizen, or either the adoptive father or his wife has been a Singapore citizen since the date on which the dependant's pass is issued.

Shared Parental Leave

Under the CDCA, parents are entitled to ten weeks of shared parental leave (SPL). This replaces the previous scheme where a working mother can share up to four weeks of her government-paid maternity leave with her husband.

By default, the SPL will be equally distributed between the parents. Working parents can choose to reallocate their SPL according to their needs.

Natural parents will be eligible if:

- the child is a Singapore citizen or becomes one within 12 months from the date of birth;
- they have worked for their employer for at least three months before the birth of the child; and
- in the case of natural fathers, if they are married to the mother when the child was born, or at some point between conception and the child's birth, or within 12 months from the child's birth.

Adoptive parents will be eligible if:

- the child is below 12 months old on the FIA date;
- they have worked for their employer for at least three months before the FIA date; and
- in the case where the child is not a Singapore citizen, either the adoptive mother or father has been a Singapore citizen since the date on which the child's dependant's pass is issued.

Paid Childcare Leave

Under the CDCA, both male and female employees are entitled to up to six days of paid childcare leave within a period of 12 months depending on their length of service, provided that:

- the employee has worked for the employer for at least three months;
- the employee has a child who is below seven years old; and
- the child is a Singapore citizen.

The CDCA also provides that both male and female employees are entitled to two days of paid extended childcare leave within a period of 12 months, provided that:

- the employee has worked for the employer for at least three months;
- the employee has a child who is between seven and 12 years old (inclusive); and
- the child is a Singapore citizen.

However, an employee is not entitled to more than six days of childcare leave and extended childcare leave within a period of 12 months.

If an employee is not entitled to childcare leave under the CDCA, an employee covered by the Employment Act is entitled to two days of paid childcare leave within a period of 12 months provided that:

- the employee is covered under the Employment Act;
- the employee has worked for the employer for at least three months; and
- the employee has a child who is below seven years old.

Unpaid Infant Care Leave

Under the CDCA, employees are entitled to a maximum of 12 days of unpaid childcare leave within a period of 12 months, regardless of the number of children, provided that:

- the employee has worked for the employer for at least three months;
- the employee has a child who is below two years old; and
- the child is a Singapore citizen.

An employee's entitlement to unpaid infant care leave is in addition to the entitlement to paid childcare leave.

2. Restrictive Covenants

2.1 Non-Competes

Post-termination restrictive covenants, such as non-compete and non-solicitation clauses, which impose restrictions on an employee after they have ceased working for their employer, are enforceable if they satisfy the following criteria.

- The clause protects a legitimate proprietary interest, such as a trade secret, trade connection or a stable workforce.
- The clause is reasonable between the parties concerned (ie, the employer and employee), including in terms of the scope of limitation, geographical area of limitation and the period of limitation. This

may also include whether consideration was paid in return for the clause, or whether it was negotiated between the parties.
- The clause is reasonable with reference to the public interest.

The reasonableness of a restrictive covenant is assessed at the time the contract was made.

The reasonableness of a restrictive covenant will also be assessed with reference to other restrictive covenants in the employment contract. For example, if an employment contract contains a confidentiality clause and a non-solicitation clause, a court may take the view that the employer's legitimate proprietary interest regarding its trade secrets and trade connections is sufficiently protected, and that a non-compete obligation on the employee is an unreasonable prohibition on competition, unless it can be shown that there is some other reason that necessitates the non-compete clause. This may be the case if it can be shown that the particular circumstances are such that it is much more difficult to enforce the non-solicitation clause or confidentiality clause compared to the non-compete clause.

If a restrictive covenant is found to be too wide, the court may apply a "blue pencil" test to sever parts of the clause that are unjustified. This can only be done if no words need to be altered or added and the remaining words of the clause continue to make grammatical sense.

However, it should be noted that a restrictive covenant containing cascading restrictions that are intended to accommodate the blue pencil test, or the insertion of a modification clause that provides that restrictions will be modified in order to make the covenant valid, may not save an otherwise unenforceable restrictive covenant.

The MOM and tripartite partners are currently developing a set of tripartite guidelines to shape norms and provide employers with further guidance on the inclusion of restrictive covenants in employment contracts. The MOM has said that employers should generally avoid including restrictive covenants in employment contracts for lower-paying jobs.

Enforcement

If an employee breaches a restrictive covenant, an employer can apply to court for an injunction to restrain the employee from continuing the breach. The employer can also seek damages.

The employer may also have a claim against the new employer if the new employer has induced the employee to breach the restrictive covenant clauses.

However, a restrictive covenant cannot be enforced by employers who have themselves committed a repudiatory breach of the contract that is accepted by the employee. Therefore, an employer who has wrongfully dismissed an employee cannot enforce any non-compete or non-solicitation clause.

Employees who believe that they are affected by unreasonable or unjustified restrictive covenants may seek assistance from their unions, TAFEP or MOM.

2.2 Non-Solicits

The principles regarding restrictive covenants discussed in **2.1 Non-Competes** apply to non-solicitation clauses.

Non-Solicitation of Customers

Clauses prohibiting the solicitation of customers protect an employer's legitimate proprietary interest in its trade connections. For such clauses to be enforceable, there must be personal knowledge of and influence over the customers of the employer.

Non-Solicitation of Employees

Clauses prohibiting the solicitation of employees protect an employer's legitimate proprietary interest in maintaining a stable and trained workforce. The reasonableness, and consequently the enforceability, of such clauses may turn on whether the former employee has influence over the categories of employees that they are restricted from soliciting.

3. Data Privacy

3.1 Data Privacy Law and Employment

Applicability of the PDPA

There is no employment-specific data privacy law. In general, employee personal data is governed by the general data protection legislation in Singapore – ie, the Personal Data Protection Act 2012 (PDPA).

The PDPA governs the processing of individuals' personal data by private sector organisations and is administered and enforced by the Personal Data Protection Commission (PDPC).

Under the PDPA, personal data is defined as data, whether true or not, about an individual who can be identified from that data, or from that data in conjunction with other information to which the organisation has or is likely to have access. This would include the personal data of employees (full time and part time) and job applicants.

Need to Obtain Consent From Individuals

The PDPA requires organisations to obtain consent before collecting, using or disclosing an individual's personal data, unless otherwise required or authorised under written law, or an exception under the PDPA applies ("consent obligation").

Consent is validly given if the employer has provided the individual with information regarding the purposes for the collection, use or disclosure of the personal data (as the case may be) on or before collecting the personal data ("notification obligation").

Exceptions to Consent

Section 95 of the Employment Act requires all employers to maintain detailed employment records of employees covered under the Employment Act, which includes the employees' identity card number or foreign identification number, residential address, date of birth, gender, and other relevant information as specified under the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016. Thus, to the extent that the collection of personal data is authorised or required under these laws, employers may collect such employee personal data without employees' consent.

For example, under Section 17 of the PDPA, read with Part 3 of the First Schedule to the PDPA, employers may collect, use and disclose employee personal data without consent where:

- the collection, use or disclosure of the employee's personal data is for the purpose of or in relation to –
  - (a) entering into an employment relationship with the individual or appointing the individual to any office, or
  - (b) managing or terminating an employment relationship; or
- the collection, use or disclosure of personal data is necessary for evaluative purposes (ie, for the purpose of determining the suitability, eligibility or qualifications of the individual for employment, appointment to office, promotion, removal, etc).

For job applicants, deemed consent may also apply when they voluntarily provide their personal data to the organisation during the application process, provided it was reasonable for them to have been asked to provide such data.

Need to Notify Employees of Collection

However, while consent may not be required in certain scenarios, the employer is still required to notify the individual of the purpose of such collection, use or disclosure, and, on request by the individual, the business contact information of a person who is able to answer the individual's questions relating to such processing.

For new and existing employees, organisations may choose to provide them with notice of such collection, use or disclosure in the employment contract, employee privacy policy, employee data protection handbook, or data protection notices on the company intranet. For job applicants, organisations may include a data protection notice in the job application form.

Other Obligations Under the PDPA

Employers must also comply with several other data protection obligations under the PDPA, as set out below.

Purpose limitation obligation
Employers must only collect, use or disclose employee personal data for purposes that a reasonable person would consider appropriate in the circumstances.

Access and correction obligation
While there is a general requirement for organisations to provide individuals with the right to access and correct their personal data, there are some exceptions to this requirement. For example, employers do not need to provide job applicants with the opinions formed in the course of determining the applicant's suitability and eligibility as this would be considered opinion data kept solely for evaluative purposes.

Retention limitation obligation
While employers can retain the personal data of former employees and job applicants for future job opportunities, they should not retain such personal data if it no longer serves the purpose for which it was collected and if it is no longer necessary for legal or business purposes. This includes the minimum statutory retention period under the Employment Act.

Accuracy obligation
Employers must make reasonable efforts to ensure the accuracy and completeness of employee personal data.

Protection obligation
Employers must protect the employee personal data that they possess or control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, as well as the loss of storage mediums or devices on which personal data is stored.

Transfer limitation obligation
Employers must not transfer employee personal data to a jurisdiction outside Singapore except in accordance with the requirements set out in the PDPA and the Personal Data Protection Regulations 2021, to ensure that transferred personal data is accorded a standard of protection comparable to the PDPA.

Data breach notification obligation
In the event of a data breach involving employee personal data, employers must assess whether a data breach is notifiable and notify the PDPC and/or affected individuals where it is assessed to be notifiable.

Accountability obligation
Employers must appoint a person responsible for ensuring compliance with the PDPA (typically called a data protection officer). Employers must also implement the policies and practices necessary to meet their PDPA obligations, including a process to receive complaints. In addition, employers must communicate information about such policies and practices to their employees and make such information available upon their request.

4. Foreign Workers

4.1 Limitations on Foreign Workers

Foreigners must generally have a valid work pass before they start work in Singapore.

Employing a foreigner without a valid work pass is an offence. Where a foreigner without a work pass is found at any premises, the occupier of the premises is presumed to have employed the foreigner, until the contrary is proved.

Types of Work Passes
There are three main types of work passes.

Employment Pass
The Employment Pass (EP) is for foreign professionals, managers and executives who earn at least SGD5,600 a month in the non-financial services sectors and SGD6,200 a month in the financial services sector and have acceptable qualifications. Older, more experienced candidates will require higher salaries to qualify (the qualifying salaries increase progressively with age, up to SGD10,700 for a candidate in their mid-forties in a non-financial sector and up to SGD11,800 for a candidate in the financial services sector). This is the revised minimum qualifying salary for new applications from 1 January 2025 and renewals of passes expiring from 1 January 2026.

For new applications from 1 January 2027, and for renewal of passes expiring from 1 January 2028, the minimum qualifying salary will be increased to SGD6,000 a month in the non-financial services sectors and SGD6,600 a month in the financial services sector. Older, more experienced candidates in the non-financial services sector will require higher salaries to qualify (up to SGD11,500 for a candidate in their mid-forties in a non-financial sector and up to SGD12,700 for a candidate in the financial services sector).

Aside from meeting the qualifying salary, candidates will also need to pass a points-based Complementarity Assessment Framework (COMPASS). COMPASS is an additional stage in the EP application process; that is, candidates must pass a two-stage eligibility framework – stage 1 being the above-mentioned EP qualifying salary, and stage 2 being COMPASS. COMPASS evaluates EP applications based on a holistic set of individual and firm-related attributes, and applicants are scored on four foundational criteria (ie, salary, diversity, qualifications and support for local employment). There are also two bonus criteria: a skills bonus (for candidates in jobs where skills shortages exist) and a strategic economic priorities bonus (for partnerships with the Singapore government on ambitious innovation or internationalisation activities).

There are certain exemptions to COMPASS; that is, a candidate will be exempted from COMPASS if they fulfil any of the following conditions:

- they earn at least SGD22,500 a month (similar to the prevailing Fair Consideration Framework job advertising exemption);
- they apply as an overseas intra-corporate transferee under the World Trade Organization's General Agreement on Trade in Services or an applicable free trade agreement to which Singapore is a party; or
- they fill a role on a short-term basis (ie, for one month or less).

MOM has released a self-assessment tool for employers to use in order to get an indicative outcome for each EP application, including performance on the EP qualifying salary and COMPASS (with breakdown of scores by criterion).

Generally, employers submitting EP applications must first advertise the job vacancy on the national jobs bank, MyCareersFuture, for at least 14 calendar days and consider all candidates fairly.

S Pass

The S Pass is for foreign mid-level skilled staff who earn at least SGD3,150 a month in the non-financial services sector and SGD3,650 a month in the financial services sector, and they meet the assessment criteria in terms of qualifications and work experience. Older, more experienced candidates will require higher salaries to qualify (the qualifying salaries increase progressively with age, up to SGD4,650 for a candidate in their mid-forties in the non-financial services sector, and up to SGD5,650 for a candidate in the financial services sector). The qualifying salaries mentioned above apply to renewals from 1 September 2025 to 31 August 2026.

The minimum qualifying salary will be revised to at least SGD3,300 in the non-financial services sectors and at least SGD3,800 a month in the financial services sector for renewals from 1 September 2026. Older, more experienced candidates will require higher salaries to qualify (up to SGD4,800 for a candidate in the non-financial services sector, and up to SGD5,650 for a candidate in the financial services sector).

The minimum qualifying salary will be further revised to at least SGD3,600 in the non-financial services sectors and at least SGD4,000 a month in the financial services sector for new applications from 1 January 2027, and for renewals from 1 January 2028. Older, more experienced candidates in the non-financial services sector will require higher salaries to qualify (up to SGD5,100). There is no change in the salaries required for older, more experienced candidates in the financial services sector, which remains at up to SGD5,650.

Employers are limited by a quota and subject to a levy for each S Pass-holder employee.

Generally, employers submitting S Pass applications must first advertise the job vacancy on the national

jobs bank, MyCareersFuture, for at least 14 calendar days and consider all candidates fairly.

Work Permit

The Work Permit is generally for foreign semi-skilled workers in the construction, manufacturing, marine shipyard, process or services sector. There is no minimum salary for employees on a Work Permit, but employers are limited by a quota and subject to a levy. Depending on the sector, there may also be restrictions based on source country or region, minimum age, maximum period of employment and other restrictions.

4.2 Registration Requirements for Foreign Workers

Applications for work passes are made to the MOM. When making work pass applications, the prospective employer needs to get the worker's written consent.

When making an EP application, the prospective employer needs to provide particulars of the foreign worker's passport, the foreign worker's educational certificates and the employer's latest business profile information. Employers are required to verify educational qualifications submitted to the MOM in support of an EP application. The verification can be done through selected background screening companies, which are listed on the MOM's website. Alternatively, the MOM will also accept verification proof obtained from online portals of countries' governments, the Center for Student Services and Development for qualifications from China, or letters of qualification from professional bodies. Digital certificates issued by selected educational institutions and verified through the OpenCerts portal may also be accepted.

For Work Permit applications and S Pass applications, the employer is required to buy and maintain medical insurance as follows.

- For policies with start date effective before 1 July 2023 – providing coverage of at least SGD15,000 per year.
- For policies with start date effective on or after 1 July 2023 – providing coverage of at least SGD60,000 per year.

When making a Work Permit application, the employer is required to post a SGD5,000 security bond for each worker (with the exception of Malaysians).

5. New Work

5.1 Mobile Work

Under the Workplace Safety and Health Act 2006 (WSHA), the "workplace" is defined in Section 5 (1) as any premises where a person is at work or is to work, where a person works for the time being, or customarily works, and includes a factory.

With increased recognition of Flexible Work Arrangements (FWAs) (see **1.3 Working Hours**), organisations are more open to allowing their employees to do their work away from conventional offices. In a case study published by TAFEP, it was found that FWAs are key to hiring and retaining talent.

As such, workplaces may possibly extend to locations outside the office. This would include mobile working where employees are often required to be on the move to carry out their job.

Work Injury

An employer is liable to pay compensation under the Work Injury Compensation Act 2019 (WICA) where the employee suffers from a work injury arising out of and in the course of their employment. Hence, based on the wording of the WICA, the place where the work injury was suffered does not appear to matter and employees engaged in mobile working would likely be covered under the WICA.

In fact, Section 9 of the WICA provides that employers are even held liable for accidents happening to employees outside Singapore if the employee is ordinarily resident in Singapore and is employed by an employer in Singapore but is required to work outside Singapore.

Data Privacy

As mentioned in **3.1 Data Privacy Law and Employment**, the PDPA contains a transfer obligation. Hence, where employees are posted to an overseas office such as for an overseas assignment and personal data

of that employee is transferred to the overseas office, the local office transferring that data must ensure that the overseas office provides a standard of protection to the personal data that is comparable to its protection under the PDPA.

Social Security

CPF contributions are payable if the employee is employed in Singapore but is required to go overseas for an assignment, such as an overseas business trip or training.

5.2 Sabbaticals

A sabbatical leave is an extended period of leave taken for personal reasons such as for further studies, travelling or to rest.

There is no statutory requirement for sabbatical leave in Singapore, and the offering of sabbatical leave is a matter of contractual agreement.

Employers may allow for a sabbatical in the form of non-statutory leave, which is an additional provision to cater to an employee's welfare. Employers may decide to offer fully paid, part-paid or unpaid sabbatical leave. Typically, sabbatical leave would be provided to employees who have had a long period of service. The duration of the leave would depend on the employer. Typically, an employee would be entitled to a period of two months to a year, continuing their employment upon their return from the sabbatical.

An example is the National Council of Social Services' (NCSS) Sabbatical Leave Scheme that allows application for up to ten weeks of paid leave for a sabbatical. The NCSS Sabbatical Leave Scheme is available to social workers, therapists (occupational therapists, physiotherapists and speech therapists), psychologists, counsellors and EIPIC (Early Intervention Programme for Infants and Children) teachers.

5.3 Other New Manifestations

FWAs

FWAs include working arrangements that differ from traditional arrangements of fixed daily work hours at the workplace. FWAs are usually offered by employers to enable their employees to better manage work as well as family and personal responsibilities. Please also see **1.3 Working Hours**.

FWAs may come in the form of flexi-load, flexi-time or flexi-place. A few examples for each category are as follows.

- Flexi-load –
  (a) job sharing; and
  (b) part-time work.
- Flexi-time –
  (a) creative scheduling;
  (b) staggered time;
  (c) compressed work schedule; and
  (d) flexi-hours.
- Flexi-place -
  (a) teleworking; and
  (b) home-working.

Platform Workers

With the advent of online platforms such as food delivery and ride-hailing apps, there has also been a rise in the number of platform workers using these platforms to provide their services.

However, the government has recognised that platform workers are in a precarious position due to their generally modest incomes and exposure to significant risk due to the amount of time spent on the road. Hence, the Advisory Committee on Platform Workers was established to look into how platform workers could be better protected.

In November 2022, the Advisory Committee on Platform Workers published 12 recommendations that sought to address the lack of protection for platform workers. The following 12 recommendations were accepted by the government.

- Platform workers should not be classified as employees.
- Platform companies that exert a significant level of management control over platform workers should be required to provide them with certain basic protections.
- Platform companies should be required to provide the same scope and level of work injury compen-

sation as employees are entitled to under the Work Injury Compensation Act (WICA).
- The platform company for which the platform worker was working at the time of injury should be required to provide compensation, based on the platform worker's total earnings from the platform sector in which the injury was sustained.
- Sector-specific definitions of when a platform worker is considered to be "at work" should be determined.
- The strengths of the current WICA regime should be retained, including the provision of work injury compensation insurance through the existing open and competitive insurance market.
- The CPF contribution rates of platform companies and platform workers should be aligned with those of employers and employees respectively (required for platform workers who are aged below 30 in the first year of implementation).
- Older platform workers who are aged 30 and above in the first year of implementation of the aligned CPF rates should be allowed to opt in to the full CPF contribution regime.
- Platform companies should be required to collect platform workers' CPF contributions to help workers make timely contributions.
- The increased CPF contributions should be phased in over five years, unless major economic disruption warrants a longer timeline. To ease the impact, the government may wish to consider providing support for platform workers (and the form this should take).
- Platform workers should be given the right to seek formal representation through a new representation framework designed for platform workers.
- A Tripartite Workgroup on Representation for Platform Workers should be set up to co-create the new representation framework (for more details on representation of platform workers, see **6.2 Employee Representative Bodies**).

These 12 recommendations have been incorporated into the Platform Workers Act 2024, which came into force on 1 January 2025.

6. Collective Relations

6.1 Unions

Trade unions are associations of workers or employers with the regulation of employer–employee relations as their main aim, for the purposes of:

- promoting good industrial relations between workers and employers;
- improving the working conditions, as well as the economic and social status, of workers; and/or
- increasing productivity for the benefit of workers, employers and Singapore's economy.

Trade unions are required to apply to the Registrar of Trade Unions to be registered. They are regulated under:

- the Trade Unions Act 1940 and Trade Unions Regulations;
- the Trade Disputes Act 1941;
- the Industrial Relations Act 1960;
- Part III of the Criminal Law (Temporary Provisions) Act 1955; and
- the Singapore Labour Foundation Act 1977.

Trade unions play a key role in representing their members in collective bargaining and negotiating with employers for collective agreements (see discussion in **6.3 Collective Bargaining Agreements**).

Although uncommon in Singapore, trade unions may take industrial action. They may do so only if they have obtained the consent of the majority of members who would be affected, through a secret ballot.

6.2 Employee Representative Bodies

Trade unions are the representative bodies for employees in Singapore.

Under the Platform Workers Act 2024, a new legal framework has been introduced for the representation of platform workers. Platform work associations (PWA) will be required to be registered in order to be formally recognised. Registered PWAs will have similar powers as unions to engage in collective bargaining on behalf of platform workers, to represent

platform workers in disputes and to provide platform workers with support services.

6.3 Collective Bargaining Agreements

Collective agreements are agreements between an employer and the trade union on the employees' employment terms. They are valid for a minimum of two years and a maximum of three years.

Certain matters are statutorily excluded from the scope of collective bargaining, such as:

- the promotion of an employee;
- an internal transfer, which does not entail a detrimental change to the transferred employee's employment terms;
- the employer's hiring decisions;
- the termination of an employee's contract by reason of redundancy or the employer's reorganisation;
- the dismissal and reinstatement of an employee who considers that they have been wrongfully dismissed; and
- the assignment or allocation of duties to an employee that are consistent or compatible with the employee's employment terms.

A trade union must be accorded recognition by the employer under Section 17 (1) of the Industrial Relations Act 1960 and the Industrial Relations (Recognition of a Trade Union of Employees) Regulations before it may engage in collective bargaining.

Either the employer or the trade union may initiate the collective bargaining process through serving notice.

If a collective agreement cannot be reached within the prescribed timeframes, any party to the negotiations may make a request to the MOM for conciliation assistance. If no agreement can be reached between the parties through conciliation, the trade dispute can be referred to the Industrial Arbitration Court as a last resort.

7. Termination

7.1 Grounds for Termination

An employment contract may be terminated by agreement, including by way of notice (see **7.2 Notice Periods**), or by a fundamental breach on the part of the other party, including dismissal for cause (see **7.3 Dismissal For (Serious) Cause**).

Advisory on Managing Excess Manpower and Responsible Retrenchment

The TAFEP's Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment strongly encourages employers to take a long-term view of their manpower needs, including the need to maintain a strong Singaporean core, and preserve jobs as far as possible.

Retrenchment should be the last resort and, if all other feasible options have been exhausted, should be conducted in a responsible and sensitive manner. This includes providing a longer notice period beyond the contractual or statutory requirements, where possible.

Employers who have businesses registered in Singapore and have at least ten employees must notify the MOM if any employee is notified of their retrenchment, within five working days after such notification.

7.2 Notice Periods

Notice Period

The Employment Act provides that either party to an employment contract may, at any time, give the other party notice of their intention to terminate the employment. The length of the notice must be the same for both the employer and employee and is determined by the employment contract or, if there is no such provision, the statutory notice period will follow Section 10 (3) of the Employment Act and is up to four weeks, depending on the length of service.

The employment may also be terminated by either party without notice by paying a sum to the other party equal to the salary which would have accrued to the employee in lieu of notice.

The Tripartite Guidelines on Wrongful Dismissal provide that where the employment contract provides

for termination with notice, the employer is entitled to terminate the employment with notice without providing a reason.

Formalities

The Employment Act requires that notice of termination must be in writing. Even where the Employment Act does not apply, it is usually prudent to give notice in writing.

The notice should generally contain the date of termination, or make it ascertainable by computation. In addition, where an employer is giving notice, it is generally useful to state the employer's expectations of the employee's work and conduct up to the last day of work.

Severance Payments

Generally, there is no statutory requirement for an employer to pay retrenchment benefits/severance payments. However, an entitlement to retrenchment payments/severance payments may be provided in the terms of employment contracts.

Employees who fall under Part IV of the Employment Act will not be entitled to any retrenchment benefit if they have not been in continuous service with their employer for two years or more. Non-Part IV employees are not statutorily entitled to any retrenchment benefit.

The quantum of severance benefits will often depend on the terms of the employment contract or, where the employee is unionised, the collective agreement.

Where there is no contractual provision for the quantum of severance benefits, the TAFEP's Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment recommends that employers pay severance benefits of between two weeks' and one month's salary per year of service, depending on the financial position of the company and taking into consideration the industry norm. The TAFEP's recommendation represents the prevailing norm for the quantum of severance benefits.

7.3 Dismissal for (Serious) Cause

An employee may be summarily dismissed for cause, without notice or salary in lieu of notice, if the employee commits a fundamental breach of the employment contract, such as where there is disobedience, negligence, incompetence or disloyalty.

An employee may also be summarily dismissed if the employment contract provides for the immediate termination of the contract on the occurrence of certain events and such an event occurs. For example, an employment contract may provide that an employer may immediately terminate the contract if the employee is convicted of a criminal offence involving fraud or dishonesty.

Procedure Under the Employment Act

Where an employee is covered by the Employment Act, an employee can only be summarily dismissed for misconduct after a due inquiry. The requirement for there to be a due inquiry only applies if the employee is summarily dismissed for misconduct, and not for wilful breach of the employment contract or some other reason (eg, gross incompetence).

A due inquiry requires that the employee concerned be properly informed about the allegation(s) and the evidence against them so that they have an opportunity to defend themselves by presenting their position and any other evidence. Additionally, the person hearing the inquiry should be seen as impartial.

A failure to carry out a due inquiry may constitute wrongful dismissal. See **8.1 Wrongful Dismissal**.

Procedure Under Common Law

There is no general common law prescription of procedural due process or requirement for the application of natural justice.

However, where there is an employment contract, or other terms are incorporated into the employment contract that set out the procedure for inquiry into misconduct, the employer will have to comply with such procedure for dismissal on the grounds of misconduct.

7.4 Termination Agreements

It is common for employers and departing employees to enter into termination agreements, which may contain obligations in the remaining period of employment, as well as post-employment obligations. Some of the provisions in such agreements include the following:

- severance payments;
- arrangements for employee stock option plans (ESOPs) and other benefits payments;
- mutual waivers and releases;
- non-disparagement clauses; and
- post-termination restrictive covenants.

These agreements provide clarity and closure at the end of the employment relationship and minimise the risk of disputes.

Employers need to handle the presentation of termination agreements with care. For example, employers will want to avoid their employees apprehending discussion of such agreements as constructive dismissal from employment or perceiving that they are under duress or other undue pressure to enter into the agreements.

7.5 Protected Categories of Employee

Under the Workplace Fairness Act 2025 (WFA) (which is expected to take effect in late 2027), it is discrimination for an employer to make an employment decision that adversely affects an individual, including dismissal or retrenchment, on the ground of a protected characteristic of the individual or on the ground of two or more reasons, one of which is a protected characteristic of the individual. Protected characteristics include:

- age;
- nationality;
- sex;
- marital status;
- pregnancy;
- caregiving responsibilities;
- race;
- religion;
- language ability;
- disability; and
- mental health condition.

Employers found to have contravened the WFA may be subject to administrative or civil penalties, or issued directions. Please also see **8.2 Anti-Discrimination**.

In addition to the above, the dismissal of an employee because of discrimination on the basis of any of the aforementioned protected characteristics is also regarded as wrongful dismissal.

It is also wrongful dismissal to dismiss an employee in order to deprive them of benefits/entitlements that they would otherwise have earned (eg, maternity benefits), or to punish the employee for exercising an employment right (eg, filing a mediation request, or declining a request to work overtime), according to the Tripartite Guidelines on Wrongful Dismissal.

It is also an offence under the Industrial Relations Act 1960 for employers to discriminate against members of trade unions.

8. Disputes

8.1 Wrongful Dismissal

Wrongful dismissal is the dismissal of an employee without just or sufficient cause. The termination of employment with notice but without giving any reason is presumed not to be wrongful. However, if an employer chooses to give a reason, the dismissal can be wrongful if the reason given is proven to be false. If no reason is given, an employee must substantiate a wrongful reason for the dismissal, such as discrimination, deprivation of benefit, or to punish an employee for exercising their employment right (Tripartite Guidelines on Wrongful Dismissal).

Damages for Wrongful Dismissal

The normal measure of damages in a case of wrongful dismissal is for the amount which the employee would have received under the employment contract had the employer lawfully terminated the contract by giving the required notice or paying salary in lieu of notice. However, if the wrongful dismissal claim is brought to the Employment Claims Tribunal, the successful

employee may be awarded compensation for harm suffered in addition to the employee's loss of income.

Reinstatement of Employment

For employees covered under the Employment Act, an employee who considers that they have been dismissed without just cause or excuse may lodge a claim with the Employment Claims Tribunal for the reinstatement of their former employment, or compensation.

However, under common law, the reinstatement of former employment is generally not granted and the former employee will typically be compensated by damages.

8.2 Anti-Discrimination

Tripartite Guidelines on Fair Employment Practices

The Tripartite Guidelines on Fair Employment Practices (TGFEP) are issued by the Tripartite Alliance for Fair and Progressive Employment Practices (TAFEP), consisting of the MOM, the Singapore National Employers Federation and the National Trades Union Congress.

The TGFEP is mainly guided by the following five principles of fair employment practices.

- Recruit and select employees on the basis of merit (such as skills, experience or ability to perform the job), regardless of age, race, gender, religion, marital status and family responsibilities, or disability.
- Treat employees fairly and with respect and implement progressive human resource management systems.
- Provide employees with an equal opportunity to be considered for training and development based on their strengths and needs, to help them achieve their full potential.
- Reward employees fairly based on their ability, performance, contribution and experience.
- Abide by labour laws and adopt the Tripartite Guidelines on Fair Employment Practices.

Workplace Fairness Act 2025

The Workplace Fairness Act 2025 was passed on 8 January 2025 and the Workplace Fairness (Dispute Resolution) Act 2025 was passed on 4 November 2025. Both of the above are expected to take effect in late 2027. The WFA seeks to strengthen efforts to ensure fair and respectful workplaces in Singapore.

The WFA will complement the TGFEP to ensure no worker is left unprotected from workplace discrimination, by:

- strengthening protections for jobseekers and employees against workplace discrimination, while retaining flexibility for employers to meet genuine business needs;
- promoting better communication and amicable resolution of workplace issues through requiring firms to have grievance handling processes; and
- complementing the MOM's education-first approach with calibrated enforcement levers to deal with egregiously unfair employment practices.

As briefly discussed in **7.5 Protected Categories of Employee**, the WFA prohibits adverse employment decisions on the grounds of any protected characteristic, which includes the following:

- age;
- nationality;
- sex;
- marital status;
- pregnancy;
- caregiving responsibilities;
- race;
- religion;
- language ability;
- disability; and
- mental health condition.

For workplace discrimination based on other characteristics, the TGFEP will continue to apply and complement the WFA to ensure fairness in the workplace.

The Workplace Fairness (Dispute Resolution) Act contains provisions in relation to mediation of workplace fairness disputes and the procedural rights and processes for individuals to make private claims.

Discrimination in Dismissal and Retrenchment

As discussed in **7.5 Protected Categories of Employee**, the dismissal or retrenchment of an employee on the ground of a protected characteristic of the indi-

vidual or on the ground of two or more reasons, one of which is a protected characteristic of the individual, is discrimination. Employers found to have contravened the WFA may be subject to administrative or civil penalties, or issued directions.

In addition to the above, the dismissal or retrenchment of an employee because of discrimination on the basis of a protected characteristic is also wrongful (Tripartite Guidelines on Wrongful Dismissal; Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment).

Employers who have wrongfully dismissed employees on discriminatory grounds may be made to compensate the employees beyond their salaries payable in lieu of notice. Furthermore, the MOM may also take action against employers found to follow discriminatory practices by curtailing work pass privileges for such employers.

8.3 Digitalisation

Court Proceedings

Most court proceedings in respect of civil disputes (including employment disputes) are now conducted via video conferencing. Certain hearings, such as those involving the examination of witnesses, however, continue to be conducted in person. In some cases, parties may seek permission for witnesses who are situated abroad to give evidence via video conference.

Mediation

Mediation conducted by the Tripartite Alliance for Dispute Management (TADM), which is a prerequisite for a party to bring a claim to the Employment Claims Tribunal (see **9.1 Litigation**), is mainly conducted online via the TADM online dispute resolution (ODR) system, or by email or phone. The process involves each party exchanging correspondence or responses via email or the ODR system, with the mediator facilitating the exchange and, where necessary, with the mediator having private discussions with the parties separately.

Mediation before a private mediation provider such as the Singapore Mediation Centre may also be conducted virtually, in-person, or in a hybrid manner, depending on the parties' agreement. Flexibility in the conduct of the mediation can make it easier for parties with representatives that are located in different countries to participate in the mediation.

9. Dispute Resolution

9.1 Litigation

Employment Claims Tribunal

The Employment Claims Tribunal provides an alternative, low-cost forum for employees and employers to resolve salary-related claims or wrongful dismissal disputes. For a claim to be heard in the Employment Claims Tribunal, the following preconditions must be satisfied:

- if the claimant is an employee, the claim must either be a specified statutory or contractual salary-related dispute or a wrongful dismissal dispute;
- the claim cannot exceed the prescribed claim limit of SGD20,000 unless it involves a union (recognised under the Industrial Relations Act 1960), in which case the limit is SGD30,000;
- a mediation request must first be lodged with the TADM, the claim must have failed to be resolved through mediation, and a claim referral must have been issued by the mediator;
- if the claimant is an employer, the claim must relate to a salary in lieu of notice of termination dispute; and
- the claimant is claiming against a party who is residing, or has a registered office or place of business, in Singapore.

However, certain employees, namely, seafarers, domestic workers and public officers are not allowed to bring claims before the Employment Claims Tribunal and employers are similarly not allowed to bring claims against such employees before the Employment Claims Tribunal.

When the WFA and Workplace Fairness (Dispute Resolution) Act take effect, individuals who are the subject of alleged discriminatory employment decisions made by employers may bring a claim against their employer in the Employment Claims Tribunal for claims up to and including SGD250,000.

All proceedings before the Employment Claims Tribunal are conducted in private. The parties must act in person and cannot be represented by lawyers.

Litigation

Parties may choose to bring their employment disputes before the Singapore courts. Claims not exceeding SGD60,000 are filed in the magistrate's court, while claims not exceeding SGD250,000 are filed in the district court. Claims exceeding SGD250,000 are filed in the General Division of the High Court. There are no specific processes under Singapore law for bringing class action claims.

9.2 Alternative Dispute Resolution

Arbitration

Parties can agree to have disputes arising between them determined through arbitration. If an action is brought before a court where the parties have entered into an arbitration agreement, the court will generally stay the court proceedings.

Mediation

The TADM provides mediation services for salary-related claims, wrongful dismissal claims and appeals under the Retirement and Re-employment Act. Only disputes that cannot be resolved via mediation may then be referred to the Employment Claims Tribunal.

Parties can also agree to refer employment disputes to private mediation service providers, such as the Singapore Mediation Centre.

9.3 Costs

Costs are generally awarded to the successful party at the discretion of the court, taking into account the conduct of all the parties (including before and during the proceedings) and the parties' conduct in relation to any attempt to resolve the dispute through mediation or any other means of dispute resolution.

Chambers | Practice Guides

Chambers Practice Guides bring you up-to-date, expert legal commentary on the main practice areas from around the globe. Focusing on the practical legal issues affecting businesses, the guides enable readers to compare legislation and procedure and read trend forecasts from legal experts from across key jurisdictions.

To find out more information about how we select contributors, email Luke.Wilson@Chambers.com