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LABOUR & EMPLOYMENT

Singapore

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Singapore

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LEGISLATION AND AGENCIES

Primary and secondary legislation

What are the main statutes and regulations relating to employment?

The Employment Act 1968 is Singapore's main labour law statute. It sets out the basic terms and working conditions for all employees who are under a contract of service with an employer. It was amended in April 2019 to also cover professionals, managers and executives earning more than S$4,500 in basic monthly salary. This category of people was previously not covered under the Employment Act 1968, which meant that their employment terms were largely governed by their employment contracts. The amendment, therefore, brings the minimum statutory protections afforded under the Employment Act 1968 to all employees in Singapore, except for those who are specifically excluded (see section 2 of the Employment Act 1968).

The Employment Act 1968 provides for a minimum standard of protection in respect of termination notice, payment of salary and deductions, maternity protection and benefits, and annual leave. If a term of an employment contract provides a condition of service that is less favourable to an employee than any of the conditions of service prescribed by the Employment Act, it shall be illegal and null and void to the extent that it is so less favourable.

Only part 4 of the Employment Act 1968, which sets out rights in respect of rest days, hours of work and other conditions of service, has limited applicability, as it only applies to workmen (generally, people whose work involves mainly manual labour) who earn a salary not exceeding S$4,500 a month and employees (other than a workman or person in a managerial or executive position) who earn a salary not exceeding S$2,600 a month.

Foreign employees holding a work pass are also covered by the Employment of Foreign Manpower Act 1980, which sets out an employer's responsibilities and obligations for employing foreigners.

Other statutes that relate to employment are:

- the Retirement and Re-employment Act 1993, which sets out the minimum retirement age and provides for the re-employment of eligible employees;
- the Child Development Co-Savings Act 2001, which provides for maternity protection and benefits;
- the Workplace Safety and Health Act 2006 and the Work Injury Compensation Act 2019, which relate to the safety, health and welfare of persons at work in a workplace and injury compensation; and
- the Industrial Relations Act 1960, which regulates a trade union's functions in the relationship between employers and employees.

The main regulation relating to fair employment practices is the Tripartite Guidelines on Fair Employment Practices (TGFEP), which set out guidelines employers must abide by in recruiting and selecting employees under the Fair Consideration Framework (FCF). The Guidelines are formulated by the Tripartite Alliance for Fair and Progressive Employment Practices (TAFEP). In April 2024, TAFEP published the Tripartite Guidelines on Flexible Work Arrangement Requests, which set out how employees should request flexible work arrangements and use them and how employers and supervisors should handle flexible work

arrangements requests. TAFEP also publishes guidelines on key employment practices such as grievance handling, performance management, dismissals, retrenchment and workplace harassment.

In addition, the National Wages Council (NWC) convenes annually to formulate wage guidelines based on Singapore's economic performance and outlook. The latest NWC 2024/2025 Guidelines cover the period from 1 December 2024 to 30 November 2025. The Tripartite Workgroup on Lower-Wage Workers also implements the Progressive Wage Model (PWM) that covers Singapore citizens' and Singapore permanent residents' (PRs) sectoral progressive wages (PWs) in cleaning, security, landscape, lift and escalator, retail and food services job roles. Employers are encouraged to use the principles of PWs for their foreign employees. Since 1 September 2022, PWs expanded to cover retail workers, in-house cleaners, security officers and landscape maintenance employees. A food services PWM and occupational PWs for administrators and drivers have been implemented since March 2023, while a waste management PWM was implemented from July 2023.

Law stated - 12 February 2025

Protected employee categories

Is there any law prohibiting discrimination or harassment in employment? If so, what categories are regulated under the law?

Although there is no specific legislation relating to harassment in employment, the Protection from Harassment Act 2014 is Singapore's main legislation on harassment and stalking and covers both employment and non-employment scenarios. It prohibits individuals and entities from causing harassment, alarm or distress to a person by using threatening, abusive or insulting words or behaviour or publishing any identifying information of the victim. It also prohibits conduct that causes the victim to believe that unlawful violence will be used against the victim or to provoke the use of unlawful violence. The statute also prohibits unlawful stalking, which refers to stalking that causes harassment, alarm or distress to the victim.

Such offences carry imprisonment and financial penalties. The victim can also bring civil proceedings in court against the harasser, which may lead to an award of damages. In addition, the victim can apply for a protection order against the harasser.

The TGFEP prohibit discriminatory practices, and all Singapore-based organisations are expected to abide by the TGFEP. According to the TGFEP, employers must 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. In addition, the FCF sets out requirements for all employers in Singapore to consider the workforce in Singapore fairly for job opportunities. The Ministry of Manpower (MOM) proactively identifies employers with indications of discriminatory hiring practices and places them on the FCF Watchlist for closer scrutiny.

Additionally, the TGFEP set out broad guidance on how to address workplace grievances. Employers are expected to have grievance handling procedures to handle complaints of discrimination, conduct proper investigations, respond to affected employees, record and file grievances confidentially, and treat complainants and respondents fairly.

Law stated - 12 February 2025

Enforcement agencies

What are the primary government agencies or other entities responsible for the enforcement of employment statutes and regulations?

The MOM is the primary government agency responsible for the enforcement of the Employment Act 1968 and employment statutes and regulations. Offences under the Employment Act 1968 are prosecuted by the MOM.

The employment claims tribunals (ECTs) hear disputes between employers and employees. These include statutory salary-related claims, contractual salary-related claims, claims for wrongful dismissal and claims for salary in lieu of notice of termination by all employers. ECTs have jurisdiction to hear claims of up to S$20,000, or up to S$30,000 if the dispute has undergone mediation through the Tripartite Mediation Framework or mediation assisted by unions recognised under the Industrial Relations Act 1960. Parties whose claims exceed the applicable limit may abandon the amount in excess of the limit for the ECTs to hear their claims. To bring a claim before an ECT, parties must first register their claims at the Tripartite Alliance for Dispute Management for mediation.

TAFEP handles reports relating to discrimination or workplace harassment. This includes discrimination at the workplace relating to age, gender, race, religion, language, marital status and family responsibility, or disability; unreasonable employment terms; and workplace harassment. Failure by companies to abide by TAFEP's guidelines can lead to the MOM curtailing work pass privileges of employers.

Law stated - 12 February 2025

WORKER REPRESENTATION

Legal basis

Is there any legislation mandating or allowing the establishment of employees' representatives in the workplace?

The main legislation relating to employees' representatives in the workplace is the Trade Unions Act 1940 (TUA). The TUA regulates the registration and rights and liabilities of trade unions. Trade unions must be registered. After registration, trade unions can claim recognition from employers pursuant to the Industrial Relations (Recognition of a Trade Union of Employees) Regulations. While an employer may dispute the claim for recognition, the Commissioner for Labour of the Ministry of Manpower may call for a secret ballot among employees to vote on whether to grant recognition.

Law stated - 12 February 2025

Powers of representatives

What are their powers?

Trade unions that are recognised by an employer can represent their members in collective bargaining and negotiate for a collective agreement. The agreement entered into is legally

binding between the employer and the trade union on the employees' terms and conditions and is valid for between two and three years.

Trade unions can also try to negotiate and resolve employment or industrial disputes. In retrenchments, employers are expected to consult with the trade unions that can carry out discussions relating to retrenchment benefits. The Tripartite Advisory on Industrial Relations Practice outlines the key principles and practices on the relationship between employers and trade unions.

The Trade Disputes Act 1941 permits strikes or industrial action to a limited extent. Under the Criminal Law (Temporary Provisions) Act 1955, essential service workers employed in water, gas or electricity service are prohibited from going on strike. Other essential service workers who do not fall under the three specified categories are required to provide at least 14 days' notice to the employers of their intention to strike.

Law stated - 12 February 2025

BACKGROUND INFORMATION ON APPLICANTS

Background checks

Are there any restrictions or prohibitions against background checks on applicants? Does it make a difference if an employer conducts its own checks or hires a third party?

There are no express restrictions on prohibitions against background checks, but the Personal Data Protection Act 2012 (PDPA) provides for limited restrictions. It may limit the amount of personal information available in order to perform the background check. Further, the PDPA only allows an employer to collect, use and disclose personal data without the consent of the employee if the collection, use or disclosure of the personal data is reasonable for the purpose of, or in relation to, the employer entering into an employment relationship with the employee. An employer should not collect personal data for background checks if it is not in relation to the employment relationship.

This position is the same if an employer hires a third party to conduct the checks. The employer should ensure that the third party only collects information that is in relation to the employment relationship.

Law stated - 12 February 2025

Medical examinations

Are there any restrictions or prohibitions against requiring a medical examination as a condition of employment?

There are no restrictions or prohibitions against requiring a medical examination as a condition of employment. An employer can collect such data if it is in relation to entering into an employment relationship.

However, if the employer is discriminatory in its hiring practices, such as not hiring an employee due to a disability that is discovered in a medical examination, this could potentially

be in breach of the Tripartite Guidelines on Fair Employment Practices (TGFEP) and expose the employer to potential sanctions. The TGFEP require tests used for selection purposes to be related to the job requirements and reviewed regularly to ensure that they remain relevant and free from bias in content or scoring.

Law stated - 12 February 2025

Drug and alcohol testing

Are there any restrictions or prohibitions against drug and alcohol testing of applicants?

There are no restrictions or prohibitions against drug and alcohol testing of applicants. An employer can collect such data if it is in relation to entering into an employment relationship.

However, if the employer is discriminatory in its hiring practices, this could potentially be in breach of the TGFEP and expose the employer to potential sanctions. The TGFEP require tests used for selection purposes to be related to the job requirements and reviewed regularly to ensure that they remain relevant and free from bias in content or scoring.

Law stated - 12 February 2025

HIRING OF EMPLOYEES

Preference and discrimination

Are there any legal requirements to give preference in hiring to, or not to discriminate against, particular people or groups of people?

The Tripartite Guidelines on Fair Employment Practices (TGFEP) prohibit discriminatory practices in all Singapore-based organisations. The TGFEP are published by the tripartite partners, which are the Ministry of Manpower (MOM), National Trades Union Congress and Singapore National Employers Federation.

All employers are expected to abide by the TGFEP. According to the TGFEP, employers must recruit and select employees on the basis of merit (eg, skills, experience or ability to perform the job), regardless of age, race, gender, religion, marital status and family responsibilities, or disability.

The Fair Consideration Framework (FCF) published by the MOM sets out requirements for all employers in Singapore to consider the workforce in Singapore fairly for job opportunities. Employers submitting Employment Pass and S Pass applications must first advertise on MyCareersFuture and fairly consider all candidates. There are certain exceptions to advertising, such as where the company has fewer than 10 employees, the fixed monthly salary for the vacancy is S$22,500 and above (since 1 September 2023), the role is for not more than one month, or the role is to be filled by a local transferee within the company (including an existing employee that is transferring from another related branch, subsidiary or affiliate in Singapore) or an intra-corporate transferee as defined in the World Trade Organization's General Agreement Trade in Services or any applicable free trade agreement.

All employers must practise fair hiring even if their job vacancies can be exempted from advertising.

Employers should be careful not to have an exceptionally high share of foreign professionals, managers, executives and technicians or a very high concentration of a single nationality, as these are indicators of possible discriminatory hiring practices. Additionally, employers should be aware that the MOM's current policy is to focus on building a 'Singapore core' in Singapore employers. Accordingly, the MOM is increasingly examining the hiring and employment ratios of foreign professionals and Singapore citizens and residents.

Employers that do not abide by the TGFEP and FCF will face scrutiny from the MOM and have their work pass privileges curtailed. For example, they could be debarred from making and renewing work pass applications.

Law stated - 12 February 2025

Written contracts

Must there be a written employment contract? If yes, what essential terms are required to be evidenced in writing?

Yes, an employer must give each employee a written record of the key employment terms (KETs) of the employee not later than 14 days after the day that the employee starts employment. Employees are not required to sign off on KETs, but employers should ensure that employees acknowledge the KETs issued to them.

There is a stipulated list of KETs set out in the Employment (Employment Records, Key Employment Terms and Pay Slips) Regulations 2016, which includes job title, main duties and responsibilities of the employee; salary period and components; type of leave; medical benefits; probation period; and notice period.

There is no fixed format for KETs. They can be included in the employment contract, contained in an electronic record or published on an internet website that is readily accessible to the employee.

Law stated - 12 February 2025

Fixed-term contracts

To what extent are fixed-term employment contracts permissible?

Fixed-term employment contracts are permissible. There is no maximum duration for such contracts. The Tripartite Alliance for Fair and Progressive Employment Practices has published guidelines that require employers to provide leave benefits to fixed-term employees who are covered by the Employment Act 1968 and have provided continuous service for three months or more. The guidelines also stipulate that the notice period should be proportional to the total length of service. As such, employers should ensure that fixed-term contracts contain termination notice provisions. If there are no such provisions, the minimum notice provisions under the Employment Act 1968 would apply.

Law stated - 12 February 2025

Probationary period

What is the maximum probationary period permitted by law?

There is no maximum probationary period permitted by law. However, employers are still required to comply with minimum notice periods under the Employment Act 1968 during the probationary period, and employees who have served the employer for more than three months should be entitled to the minimum annual leave and sick leave under the Employment Act 1968.

Law stated - 12 February 2025

Classification as contractor or employee

What are the primary factors that distinguish an independent contractor from an employee?

The MOM considers a contract for service (ie, independent contractor) as one with a client–contractor type of relationship, where the contractor carries out business on its own account. Contracts for service are not covered by the Employment Act 1968 and statutory benefits. In addition, benefits that may need to be paid under the Central Provident Fund Act 1953 (a form of enforced statutory pension scheme for Singapore citizens and residents) do not apply.

There is no single conclusive test to distinguish a contract of employment from a contract for services. The wording in a contract itself is not conclusive of the nature of the relationship. There are certain factors that will be considered: (1) the extent of control (ie, which party decides on the recruitment and dismissal of employees, pays for wages and in what ways determines the production process, timing and method of production and is responsible for the provision of work); (2) the ownership of factors of production (ie, which party provides the tools and equipment and the working place and materials); and (3) economic considerations (ie, whether the business is carried out on the person's own account or is for the employer, whether the person can share in profit or be liable to any risk of loss, and how earnings are calculated and profits derived).

Law stated - 12 February 2025

Temporary agency staffing

Is there any legislation governing temporary staffing through recruitment agencies?

Organisations and individuals who place jobseekers with employers are governed by the Employment Agencies Act 1958 (EAA). Under the EAA, certain licences must be obtained before organisations and individuals may place jobseekers with employers. Among other things, this requires all the relevant officers of the recruitment or placement agencies to obtain a certificate of employment intermediaries to ensure that the relevant officers understand their legal obligations and are capable of advising their clients on their rights and responsibilities.

Law stated - 12 February 2025

FOREIGN WORKERS

Visas

Are there any numerical limitations on short-term visas? Are visas available for employees transferring from one corporate entity in one jurisdiction to a related entity in another jurisdiction?

All foreigners who intend to work in Singapore must have a valid work pass before they start work. The main types of work pass in Singapore are the Employment Pass and the S Pass.

For certain short-term assignments, such as those for speakers at a seminar, religious works or journalists, they can apply for a miscellaneous work pass that is valid for up to 60 days. They must be sponsored by a Singapore-based organisation or society.

Certain activities are exempt from work passes, such as participation in an exhibition as an exhibitor, providing expertise relating to the transfer of knowledge on the process of new operations in Singapore, and carrying out activities directly related to organising or conducting a seminar. The employee must notify the Ministry of Manpower (MOM) of the work pass-exempt activity after arriving in Singapore and obtaining a short-term visit pass (ie, tourist visa) at immigration. Work pass-exempt activities can be performed for up to a total of 90 days in a calendar year.

An individual does not need to notify the MOM to participate in the following activities for the duration of the short-term visit pass in Singapore:

- attending company meetings, corporate retreats or meetings with business partners;
- attending study tours or visits, training courses, workshops, seminars and conferences as a participant; and
- attending exhibitions as a trade visitor.

There are no quotas on employers with regard to the short-term options set out above.

There is no specific work pass for employees transferring from one corporate entity in one jurisdiction to a related entity in another jurisdiction. Such employees will also need to apply for an Employment Pass or S Pass or relevant work pass. However, employers that are seeking to hire 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 will be exempt from advertising the job vacancy on MyCareersFuture.

Law stated - 12 February 2025

Spouses

Are spouses of authorised workers entitled to work?

Previously, spouses who had a dependant's pass or long-term visit pass could work if they had a pre-approved letter of consent or successfully applied for a letter of consent. However,

as of 1 May 2021, spouses of authorised workers are only entitled to work if they qualify for and apply for the requisite work passes.

Employers should note that as of November 2020, employees brought into Singapore under the intra-corporate transferees scheme may no longer bring their family members with them into Singapore unless there exists a free trade agreement between Singapore and the country of nationality of the employee that exempts them.

Law stated - 12 February 2025

General rules

What are the rules for employing foreign workers and what are the sanctions for employing a foreign worker who does not have a right to work in the jurisdiction?

All employers must obtain a work pass for their foreign employees, except for employees who have an existing personalised employment pass, work pass-exempt activities and certain activities that do not require MOM notification. The work pass is valid only for the employer, type of employment and period expressly specified. The issuance of a work pass comes with mandatory conditions that both the employer and the foreign employee must comply with. All employers are required by the Employment Act 1968 and the Employment of Foreign Manpower Act 1990 to keep a register of foreign employees to whom work passes have been issued.

It is an offence to employ an unauthorised foreign worker. Offenders are liable for a fine between S$5,000 and S$30,000 or imprisonment for up to one year, or both. For subsequent convictions, offenders face mandatory imprisonment and a fine of between S$10,000 and S$30,000.

Law stated - 12 February 2025

Resident labour market test

Is a labour market test required as a precursor to a short or long-term visa?

Before applying for an Employment Pass or S Pass, employers must advertise the job on MyCareersFuture and consider all candidates fairly. The advertisement should clearly explain the job requirements and salary offered to attract the right candidates. It should not contain discriminatory words or phrases and must be open for at least 28 days.

An employer is exempt from advertising on MyCareersFuture if any of the following requirements are met:

- the company has fewer than 10 employees;
- the fixed monthly salary for the vacancy is S$22,500 or above (from 1 September 2023);
- the role is short term (ie, not more than one month);
-

the role is to be filled by a local transferee (ie, an existing employee of a company in Singapore transferring to another related branch, subsidiary or affiliate in Singapore); or

- the role is to be filled by a candidate choosing to apply as an overseas intra-corporate transferee under the World Trade Organization's General Agreement on Trade in Services or any applicable free trade agreement to which Singapore is a party.

However, all employers must practise fair hiring even if their job vacancies can be exempted from advertising. In the Employment Pass or S Pass application, the employer must provide details of the job advertisement, the number of candidates considered and the reasons why local candidates were not hired.

There is no such requirement for a Miscellaneous Work Pass, which is for eligible foreigners on short-term assignments, such as speakers at a seminar, religious workers or journalists.

Law stated - 12 February 2025

TERMS OF EMPLOYMENT

Working hours

Are there any restrictions or limitations on working hours and may an employee opt out of such restrictions or limitations?

Part 4 of the Employment Act 1968 sets out mandatory rest days, hours of work and other conditions of service. It only applies to workmen (generally a person whose work involves mainly manual labour) who earn a salary not exceeding S$4,500 a month and employees (other than a workman or person in a managerial or executive position) who earn a salary not exceeding S$2,600 a month.

Generally, employees covered under part 4 cannot be required to work for more than eight hours a day or 44 hours a week. However, if an employee is agreeable and the number of hours of work on one or more days of the week is less than eight or the number of days on which the employee is required to work in a week is not more than five, the limit of eight hours in one day may be exceeded on the remaining days of the week but cannot exceed nine hours in one day or 44 hours in one week.

Part 4 employees are allowed a rest day per week without pay of one whole day or, for shift work employees, any continuous period of 30 hours. The employer can determine which day of the week the rest day shall fall on. No employee shall be compelled to work on a rest day unless he or she is engaged in work that by reason of its nature requires that it be carried on continuously by a succession of shifts. However, an employee can request to work for an employer on a rest day and shall be entitled to payment or overtime payment.

An employer can require an employee to exceed the limit of hours prescribed and to work on a rest day in certain situations, such as to deal with an accident, to carry out work essential for defence or security, or to perform urgent work to be done to machinery or a plant.

Law stated - 12 February 2025

Overtime pay – entitlement and calculation

What categories of workers are entitled to overtime pay and how is it calculated?

A part 4 employee must be paid for overtime at the rate of not less than one-and-a-half times the employee's basic hourly rate of pay (or two times where the employee is requested to work on a rest day). Notably, an employee may still be entitled to overtime pay even if it exceeds the permissible overtime cap of 72 hours a month under the Employment Act 1968.

In addition, a part 4 employee who is required by the employer to work on any public holiday is also entitled to an extra day's salary or a full day off in substitution for that holiday. If the employee is not covered by part 4 of the Employment Act, the employee may additionally be given part of a day off depending on the number of hours spent working on that public holiday as an alternative mode of compensation.

Law stated - 12 February 2025

Overtime pay – contractual waiver

Can employees contractually waive the right to overtime pay?

Part 4 employees cannot contractually waive the right to overtime pay as stipulated under the Employment Act 1968. With respect to employees not covered under part 4 of the Employment Act, the right to overtime pay would be governed by the terms of the employment contract.

Law stated - 12 February 2025

Vacation and holidays

Is there any legislation establishing the right to annual vacation and holidays?

The Employment Act 1968 provides that an employee who has worked for an employer for a period of at least three months will be entitled to statutory annual leave of seven days for the first 12 months of service and an additional day's annual leave for every subsequent 12 months of continuous service with the same employer, up to a maximum of 14 days. An employer can provide for more days of annual leave in the employment contract.

The Employment Act 1968 also provides that every employee is entitled to a paid holiday at his or her gross rate of pay on a public holiday that falls during the time that he or she is employed. By agreement, any other day may be substituted for any public holiday.

For employees covered under part 4 of the Employment Act 1968, the employer must grant, and the employee must take, the employee's paid statutory entitled annual leave not later than 12 months after the end of every 12 months of continuous service. If the employee fails to take that leave by the end of that period, the employee ceases to be entitled to that leave; in other words, the employer must allow such employees to carry forward any unused statutory entitled annual leave to the next 12 months.

For either unused annual leave that exceeds the statutory entitlement for a part 4 employee or employees not covered by part 4, the treatment of unused annual leave may be provided for in the employment contract. In practice, employers would provide for unused annual leave to be encashed, carried forward or forfeited.

Law stated - 12 February 2025

Sick leave and sick pay

Is there any legislation establishing the right to sick leave or sick pay?

The Employment Act 1968 stipulates that employees who have worked for at least three months are entitled to paid sick leave after examination by a medical practitioner. An employee who has worked for at least three months but less than four months is entitled to five days' paid sick leave and 15 days' paid hospitalisation leave. The number of days of sick leave and hospitalisation leave is increased depending on the length of service. The maximum statutory entitlement is 14 days of paid sick leave and 60 days of paid hospitalisation leave and applies to employees who have worked for more than six months.

The Employment Act 1968 also provides that the employer must pay the employee for every day of such sick leave at the gross rate of pay excluding any allowance payable in respect of shift work where no hospitalisation is necessary, and at the gross rate of pay where hospitalisation is necessary.

An employee who takes sick leave that is certified by a medical practitioner not appointed by the employer is required under the Employment Act 1968 to inform or attempt to inform the employers within 48 hours of its commencement or will be deemed to have taken sick leave from work without the employer's permission and without reasonable excuse for the days on which the employee is so absent from work.

Law stated - 12 February 2025

Leave of absence

In what circumstances may an employee take a leave of absence? What is the maximum duration of such leave and does an employee receive pay during the leave?

There is no legislation or guidelines relating to leave of absence, except for unpaid infant care leave for parents of a qualifying child under the Child Development Co-Savings Act 2001 (CDCA). However, this can be agreed upon between the employer and employee separately.

Under the CDCA, where an employee has served an employer for a period of at least three months and has a child who is below two years of age and who is, or who becomes, a Singapore citizen of Singapore at any time during any period of 12 months as is agreed to by the employee and his or her employer and in the absence of such agreement during a calendar year, the employee is entitled to unpaid infant care leave of 12 days for that period.

Law stated - 12 February 2025

Mandatory employee benefits

What employee benefits are prescribed by law?

Singapore citizens and permanent residents are entitled to Central Provident Fund (CPF) contributions from employers at the monthly rates stated in the Central Provident Fund Act 1953. CPF is a mutually funded mandatory social security scheme.

The Employment Act 1968 and the CDCA also provide for maternity protection and benefits and childcare leave for parents. The Employment Act 1968 rights apply to employees who have worked for the employer for at least three months. The CDCA applies to employees whose children are Singapore citizens.

Under the CDCA, female employees are entitled to 16 weeks' paid maternity leave and 12 weeks' paid adoption leave. Under the Employment Act 1968, female employees are entitled to 12 weeks' maternity leave, eight of which are paid. Male employees under the CDCA are entitled to two weeks' paid paternity leave and are entitled to share up to four of the 16 weeks of the working mother's maternity leave. Employers are entitled to claim reimbursement from the government for maternity and paternity benefits. Government-paid paternity leave (GPPL) is doubled from two to four weeks for eligible fathers of children born from 1 January 2024 onwards. Employers can grant the additional two weeks of GPPL on a voluntary basis, which will be reimbursed by the government.

An employer is prohibited from giving a female employee a notice of dismissal while she is on maternity leave that carries a notice period that would end while she is on maternity leave. An employer that gives a notice of dismissal without sufficient cause during the employee's pregnancy is liable for payment that the employee would have been entitled to on or before the date of her confinement.

Under the Employment Act 1968, where any employee has served an employer for a period of at least three months and has a child below seven years of age at any time during any period of 12 months as is agreed to by the employee and his or her employer and in the absence of such agreement, during a calendar year, the employee is entitled to childcare leave of two days for that period or year.

Law stated - 12 February 2025

Part-time and fixed-term employees

Are there any special rules relating to part-time or fixed-term employees?

There are no special laws relating to part-time or fixed-term employees.

Under the Employment Act 1968, a part-time employee is an employee who is required to work for less than 35 hours a week. Part-time employees are covered by the Employment (Part-Time Employees) Regulations. Every part-time employment contract must specify the employee's hourly basic rate of pay as well as the number of working hours in a day, week and month.

For fixed-term employees, the tripartite partners have published the Tripartite Advisory on the Employment of Fixed-Term Contract Employees. It encourages employers to treat contracts renewed within one month of the previous contract as continuous and to grant

or accrue leave benefits based on the cumulative term of the contracts. Employers are also encouraged to notify fixed-term employees in advance as to whether they wish to renew the contracts to allow sufficient time for the employees to make alternative arrangements.

Law stated - 12 February 2025

Public disclosures

Must employers publish information on pay or other details about employees or the general workforce?

There is no general requirement to publish information on pay or other details for a position being advertised in the requisite job portal for the purposes of hiring. However, the Ministry of Manpower conducts surveys such as the Labour Market Survey, Labour Cost Survey and Conditions of Employment Survey. Employers that are asked to participate have to provide their responses, as refusal to answer or knowingly providing false information is an offence.

Law stated - 12 February 2025

POST-EMPLOYMENT RESTRICTIVE COVENANTS

Validity and enforceability

To what extent are post-termination covenants not to compete, solicit or deal valid and enforceable?

Restraints of trade clauses are only enforceable if they protect a legitimate proprietary interest of the employer and the clause is reasonable. Legitimate proprietary interests include trade secrets, trade or business connections, and the maintenance of a stable, trained workforce. Where an employer seeks to illegally restrain competition, this will not be considered a legitimate proprietary interest.

The reasonableness of the clause is considered as between the parties and with respect to the interests of the public. Factors that are taken into account in determining the reasonableness of the clause include the scope of employees being restrained, the scope of activity being restrained, the duration of the restraint and the geographical scope of restraint. A clause that covers all employees regardless of seniority is more likely to be unenforceable. The clause should cover only the geographical areas that are necessary to protect the employer's actual and existing business, rather than future potential business.

A clause that is negotiated by the employee is more likely to be considered reasonable. However, where the employee merely acknowledges and agrees to the clause in the employment contract, this in itself is unlikely to affect the enforceability of the clause. The clause will still need to be considered in terms of the legitimate proprietary interest it protects and its reasonableness.

Where a restraint of trade clause is too wide, the court may apply a 'blue pencil test' to strike out the unenforceable parts of the clause. This will only be done if the section can be struck out without adding to or modifying the rest of the clause. Otherwise, the court may strike out the entire clause.

Law stated - 12 February 2025

Post-employment payments

Must an employer continue to pay the former employee while they are subject to post-employment restrictive covenants?

There is no requirement to pay the former employee while the employee is subject to post-employment restrictive covenants unless this is contractually agreed between the parties. However, a payment to the employee during the post-employment restrictive covenant period may go to the reasonableness of the restraint or may create a waiver or election argument in favour of the employer.

Law stated - 12 February 2025

LIABILITY FOR ACTS OF EMPLOYEES

Extent of liability

In which circumstances may an employer be held liable for the acts or conduct of its employees?

An employer is vicariously liable for the actions of its employees if the acts are committed in the course of employment. This is determined by a two-stage test: (1) whether there is a relationship of employment or one sufficiently akin to employment between the employer and employee and (2) whether the employee's conduct is sufficiently connected with the relationship between the employer and employee.

In respect of the first stage, companies would not be held vicariously liable for the acts of their independent contractors. However, the issue of whether a party is an independent contractor or employee would depend on the circumstances of the relationship with the employer rather than the label of the party. The following factors would be taken into account in determining whether it is just, fair and reasonable to impose vicarious liability:

- the employer would be more likely than the employee to have the means to compensate the victim and could be expected to have insured itself against that liability;
- the tort would have been committed as a result of activity undertaken by the employee on behalf of the employer;
- the employee's activity would likely be part of the business activity of the employer;
- the employer, by employing the employee to carry out the activity, would have created the risk of the tort being committed by the latter; and
- the employee would, to a greater or lesser degree, have been under the control of the employer at the time the tort was committed.

In respect of the second stage, the question is whether there is a sufficient connection between the relationship between the employee and employer on the one hand and the commission of the tort on the other. The court will determine whether the relationship has created or significantly enhanced the risk of the tort being committed.

Law stated - 12 February 2025

TAXATION OF EMPLOYEES

Applicable taxes
What employment-related taxes are prescribed by law?

Employees are liable to pay taxes on income earned in or derived from Singapore. This includes salaries, bonuses, director's fees, commission, allowances and benefits-in-kind, or salaries paid in lieu of notice. Employment income that is not taxable includes payments for restrictive covenants, compensation for loss of office and benefits-in-kind granted administrative concession or exempt from income tax (eg, sponsored group outings, outpatient treatment).

Law stated - 12 February 2025

EMPLOYEE-CREATED IP AND CONFIDENTIAL BUSINESS INFORMATION

Ownership rights
Is there any legislation addressing the parties' rights with respect to employee inventions?

There is no employment legislation specifically addressing parties' rights with respect to employee inventions. The general laws on intellectual property will apply. In general, the intellectual property rights in respect of an employee's inventions created in the course of employment are owned by the employer.

The default position on copyright ownership in the employment context in Singapore is set out in the Copyright Act 2021. In brief, the copyright to any relevant work made by an employee in the course of a contract of service belongs to the employer in the first instance, except in the case of journalists, and subject to any agreement to the contrary.

Similarly for patents, ownership of certain inventions made by employees vests with the employer under the Patents Act 1994, although the employee remains the rightful inventor of the invention. However, this is ultimately subject to the terms of the employment contract.

Law stated - 12 February 2025

Trade secrets and confidential information
Is there any legislation protecting trade secrets and other confidential business information?

There is no legislation protecting trade secrets and other confidential business information. This is governed by contract, common law and equitable principles.

However, theft of trade secrets and other confidential business information from electronic devices may be a criminal act in breach of the Computer Misuse Act 1993 if the access was unauthorised.

Law stated - 12 February 2025

DATA PROTECTION

Rules and employer obligations

Is there any legislation protecting employee privacy or personnel data? If so, what are an employer's obligations under the legislation?

The Personal Data Protection Act 2012 (PDPA) governs the collection, use and disclosure of personal data. Personal data includes information about an employee's health, educational and employment background.

The PDPA allows an employer to collect, use and disclose personal data with the employee's consent. In addition, employers may collect personal data that is reasonable for the purpose of managing or terminating the employment relationship. Even though no consent is required in such a situation, the employer must inform the employee of that purpose. Situations that could fall within the purpose of managing or terminating an employment relationship include using the employee's bank account details to issue salaries, monitoring how the employee uses company computer network resources and managing staff benefit schemes. Employers may also collect, use and disclose personal data without consent if it is in the legitimate interests of the employer and the legitimate interests outweigh any adverse effect on the employee. However, this exception will require the employer to conduct an assessment.

The employer has an obligation to provide the employee with access to their personal data, to correct personal data and to make a reasonable effort to ensure that personal data is accurate and complete. The employer must make reasonable security arrangements to protect the personal data in its possession or under its control. If personal data is to be transferred overseas, the employer must take appropriate steps to ensure that the overseas recipient is bound by legally enforceable obligations or specified certifications to provide the transferred personal data with a standard of protection that is comparable to that under the PDPA.

An employer must notify affected employees of a data breach if the breach results in, or is likely to result in, significant harm to the affected employees, or is, or is likely to be, of a significant scale.

Once the data is no longer necessary for legal or business purposes, the employer must cease to retain the personal data. Employers may, however, retain personal data about former employees as long as there is a valid business or legal purpose, such as considering the employee for future job opportunities.

Law stated - 12 February 2025

Privacy notices

Do employers need to provide privacy notices or similar information notices to employees and candidates?

Where consent of the employee is sought, the employer should set out the relevant privacy terms in a notice to the employee. Where the employer is relying on the legitimate interests exception or the management or termination of the employment relationship exception, the employer will still be required to notify the employee.

When a candidate voluntarily provides his or her personal data to an organisation in the form of a job application, if the organisation wishes to use the personal data for purposes for which consent may not be deemed or to which there is no applicable exception under the PDPA, the organisation must then inform the individual of those purposes and obtain his or her consent, unless relevant exceptions apply.

Law stated - 12 February 2025

Employee data privacy rights

What data privacy rights can employees exercise against employers?

Employees have the right to request personal data about them that is in the possession, or under the control, of the organisation and information about the ways in which that personal data has been or may have been used or disclosed by the employer within a year before the date of the request. Employees also have the right to submit a request for the employer to correct an error or omission in their personal data. However, there are certain exceptions to these rights. The rights do not apply to opinion data kept solely for an evaluative purpose; personal data collected, used or disclosed without consent for the purposes of an investigation if the investigation and associated proceedings and appeals have not been completed; and requests that are frivolous or vexatious.

Employees may at any time withdraw any consent given under the PDPA. The employer may inform the employee of the legal consequences arising out of such withdrawal – for instance, if the employer is not able to carry out the obligations under the employment relationship as a result.

If there is a breach of the PDPA by the employer, the employee can submit a personal data protection complaint to the Personal Data Protection Commission (PDPC). The PDPC may commence an investigation and impose sanctions on the employer. The employee may also commence civil proceedings in the courts against the employer to seek an injunction or declaration, damages or such other relief as the court thinks fit.

Law stated - 12 February 2025

BUSINESS TRANSFERS

Employee protections

Is there any legislation to protect employees in the event of a business transfer?

Under the Employment Act 1968, when an undertaking (defined as including any trade or business) is transferred from one person to another, this does not terminate the employment contracts of the transferor's employees. The employment contracts shall have effect after the transfer as if originally made between the employee and the transferee. Transfers include the disposition of a business as a going concern and transfers effected by sale, amalgamation, merger, reconstruction or operation of law. However, it does not cover situations of transfers of assets only, transfers of shares, transfers of operations outside Singapore, outsourcing of supporting functions or where an incoming service provider takes over an outgoing service provider in the context of competitive tendering.

On the completion of a transfer, the terms and conditions of service of the employee shall remain the same as those enjoyed by the employee immediately prior to the transfer. However, the transferee and the employee or a trade union representing such an employee may still negotiate and agree to terms of service that are different from the original employment contract.

The transferor has an obligation to notify the affected employees and the trade unions of affected employees of details of the transfer as soon as it is reasonable and before the transfer to enable consultations to take place between the transferor and the affected employees.

Law stated - 12 February 2025

TERMINATION OF EMPLOYMENT

Grounds for termination

May an employer dismiss an employee for any reason or must there be 'cause'? How is cause defined under the applicable statute or regulation?

Under the Employment Act 1968, employees can only be dismissed with notice or with just cause or excuse. Dismissing an employee without just or sufficient cause is wrongful. Based on the Tripartite Guidelines on Fair Employment Practices, dismissals with just cause of excuse include misconduct (such as theft, dishonesty or disorderly conduct at work), poor performance or redundancy.

The Tripartite Guidelines on Wrongful Dismissal further provide that misconduct is the only legitimate reason for dismissal without notice. Employers cannot dismiss without notice in the case of poor performance or redundancy. In seeking to dismiss for poor performance, employers should also be prepared to produce records of the poor performance, including the implementation of performance improvement plans that were not successful in improving the performance of the employee.

A dismissal would be wrongful if it is due to discriminatory reasons, for the purpose of depriving the employee of benefits or entitlements for which the employee would otherwise have been eligible, or for retaliatory reasons. In addition, if an employer gives a reason for dismissal with notice, but the reason given is proven to be false, the dismissal would also be wrongful.

Law stated - 12 February 2025

Notice requirements

Must notice of termination be given prior to dismissal? May an employer provide pay in lieu of notice?

Employers can provide either notice of termination or payment in lieu of notice. The period of notice would depend on the employment contract or, in the absence of such stipulation, the minimum notice period stated in the Employment Act 1968, which is based on the employee's length of service.

Law stated - 12 February 2025

Dismissal without notice

In which circumstances may an employer dismiss an employee without notice or payment in lieu of notice?

Under the Employment Act 1968, termination can be carried out without notice in the event of any wilful breach by the employee of a condition of the employment contract. However, the employer should conduct a due inquiry before dismissing the employee, in light of the Tripartite Guidelines on Wrongful Dismissal.

An employer may also dismiss an employee after due inquiry without notice on the grounds of misconduct inconsistent with the employee's obligations and conditions of service. Due inquiry involves informing the relevant employee of the allegations and evidence against the employee and giving the employee the opportunity to present his or her case.

Law stated - 12 February 2025

Severance pay

Is there any legislation establishing the right to severance pay upon termination of employment? How is severance pay calculated?

There is no legislation establishing a general right to severance pay upon termination.

However, the Ministry of Manpower (MOM) has provided guidelines as part of the Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment Practices (TAMEM) for retrenchment benefits given to employees to compensate them for the loss of employment in the event of retrenchment. Employees who have served the employer for at least two years are eligible. Those with less than two years' service may be granted an ex gratia payment out of goodwill. The MOM has stated that the prevailing norm is to pay a retrenchment benefit of between two weeks' to one month's salary per year of service, depending on the company's financial position and the industry.

Law stated - 12 February 2025

Procedure

Are there any procedural requirements for dismissing an employee?

For dismissals without notice on the grounds of misconduct, employers are statutorily required to conduct a due inquiry. For dismissals without notice on the grounds of wilful breach, employers should also conduct a due inquiry.

If the employer will be going through a retrenchment exercise, the MOM has strongly encouraged employers to submit a notice of retrenchment. For employers with at least 10 employees who have retrenched any employee, notification to the MOM is mandatory under the Tripartite Guidelines on Mandatory Retrenchment Notifications. The notification must be submitted within five working days of the employee being notified of his or her retrenchment.

The total sum due to the employee must be paid on the day of dismissal or, if this is not possible, within three working days thereafter. As for foreign employees, employers must file a tax clearance form with the tax authorities at least one month before the employee ceases to work for the employer in Singapore, the employee starts an overseas posting or the employee leaves Singapore for any period exceeding three months. No payment of salary or any other sum shall be made to the employee by the employer without the permission of the Comptroller of Income Tax.

Law stated - 12 February 2025

Employee protections

In what circumstances are employees protected from dismissal?

Employees cannot be dismissed for discriminatory reasons, for depriving the employee of an employment benefit or owing to an employee exercising his or her statutory right.

An employer is prohibited from giving a female employee who has worked for the employer for at least three months a notice of dismissal while she is on maternity leave or such that the notice period will end while she is on maternity leave. An employer that gives a notice of dismissal without sufficient cause during a female employee's pregnancy is liable for payment that the employee would have been entitled to on or before the date of her confinement.

The Retirement and Re-employment Act 1993 (RRA) prohibits employers from dismissing or terminating the contracts of employees below the statutory retirement age of 63 on the sole grounds of age. The statutory retirement age will be raised from 63 to 64 in 2026.

Law stated - 12 February 2025

Mass terminations and collective dismissals

Are there special rules for mass terminations or collective dismissals?

The TAMEM sets out guidelines on retrenchments, including retrenchment benefits and other assistance.

Before retrenchment, employers should consider and implement cost-saving measures. In the event that retrenchment is inevitable, employers should follow the published checklist on responsible retrenchment practices. Employers should ensure objectivity in the selection

of employees for retrenchment; take a long-term view of their manpower needs, including the need to maintain a strong Singaporean core; and communicate early and clearly to the employees.

Employers that have at least 10 employees are statutorily required to notify the MOM of retrenchments within five working days of them notify their employees of their retrenchment.

Where the company is unionised, employers are also expected to consult with the trade unions prior to the retrenchment exercise.

Law stated - 12 February 2025

Class and collective actions

Are class or collective actions allowed or may employees only assert labour and employment claims on an individual basis?

Employees have to assert labour and employment claims on an individual basis. However, they may bring a representative action where one or more of them represent a group in the proceedings, where the members of the group have the same interests in the proceedings.

Collective claims commenced by a union representing a group of employees may only be asserted before the Industrial Arbitration Court and potentially an employment claims tribunal.

Law stated - 12 February 2025

Mandatory retirement age

Does the law in your jurisdiction allow employers to impose a mandatory retirement age? If so, at what age and under what limitations?

In accordance with the RRA, the minimum retirement age is 63 (which will go up to 64 in 2026). Employers cannot ask an employee to retire before that age.

Employees who turn 63 can continue to be employed in the organisation if they meet the eligibility criteria of re-employment. For employees born after 1 July 1960, employers must offer re-employment to eligible employees who turn 63, up to the age of 68, to continue their employment in the organisation. For employees born before 1 July 1955, the retirement age is 62 and the re-employment age is 67. For employees born between 1 July 1955 and 30 June 1960, the retirement age is 62 and the re-employment age is 68. If the employer is unable to offer the employee re-employment, the employer must transfer the re-employment obligation to another employer, with the employee's agreement, or offer the employee a one-off employment assistance payment. The re-employment age will be increased from 68 to 69 in 2026.

Law stated - 12 February 2025

DISPUTE RESOLUTION

Arbitration
May the parties agree to private arbitration of employment disputes?

Yes.

Law stated - 12 February 2025

Employee waiver of rights
May an employee agree to waive statutory and contractual rights to potential employment claims?

Yes, except for the rights set out under the Employment Act 1968 (such as in respect of overtime, paid holidays and maternity leave). This is in light of the fact that if a term of an employment contract provides a condition of service that is less favourable to an employee than any of the conditions of service prescribed by the Employment Act 1968, it shall be illegal and null and void to the extent that it is so less favourable.

Waiver can be carried out by way of contract, and consideration should be provided, although economic consideration is not required.

Law stated - 12 February 2025

Limitation period
What are the limitation periods for bringing employment claims?

Before filing claims at an employment claims tribunal, it is compulsory for a request for mediation to be submitted to the Tripartite Alliance for Dispute Management (TADM). In general, for salary-related claims, the request must be filed within one year of the dispute arising if the employee is still employed or within six months of the last day of employment if the employment relationship has ended. For wrongful dismissal claims, the request for mediation should be submitted to the TADM not later than one month from the last day of employment. For maternity-related wrongful dismissal claim, the claim should be filed not within two months of the date of confinement.

For civil actions in the Singapore courts, the Limitation Act 1959 prescribes the limitation period. In general, the employee has six years from the date on which the cause of action occurred to commence the action.

Law stated - 12 February 2025

UPDATE AND TRENDS

Key developments and emerging trends
Are there any emerging trends or hot topics in labour and employment regulation in your jurisdiction? Are there current proposals to change the legislation?

On 1 December 2024, the Tripartite Guidelines on Flexible Work Arrangement Requests (TG-FWAR) came into effect. The TG-FWAR set out how employees should request flexible work arrangements (FWAs) and use them and how employers and supervisors should handle FWA requests. These Guidelines set the minimum requirements that all employers are required to abide by and recommend other good practices for employers to consider in relation to formal FWA requests. It has been announced that the Tripartite Alliance for Fair and Progressive Employment Practices and the Ministry of Manpower (MOM) will make reference to this set of Guidelines in supporting the adoption of FWAs and handling cases relating to FWAs.

On 8 January 2025, the Workplace Fairness Bill was passed in Parliament to protect against workplace discrimination by prohibiting adverse employment decisions on the grounds of any protected characteristic. Such adverse employment decisions include hiring, appraisal, training, promotion and dismissal decisions. The five categories of protected characteristics are (1) age; (2) nationality; (3) sex, marital status, pregnancy status and caregiving responsibilities; (4) race, religion and language; and (5) disability and mental health conditions. This is the first part of the workplace fairness legislation that the government is introducing to work in concert with the existing Tripartite Guidelines on Fair Employment Practices.

There will be a second bill, which will introduce the procedural rights and processes for individuals to make private claims under the workplace fairness legislation. This includes expanding the ambit of the existing employment claims tribunals. The second bill will be tabled in Parliament at a later date. The intention is that both bills will come into force at the same time.

Finally, the tripartite partners (MOM, the National Trades Union Congress and the Singapore National Employers Federation) are developing guidelines to shape norms and provide employers with further guidance on the inclusion of restrictive clauses in employment contracts. These guidelines will not change existing law on non-compete clauses. Employers should ensure that non-compete clauses are proportionate to the role and job scope of the employee while bearing in mind the protection of the company's legitimate proprietary interests. The guidelines were scheduled for release in the second half of 2024 but have yet to be released.

Law stated - 12 February 2025