

10<sup>TH</sup>  
ANNIVERSARY  
IN 2021

EMPLOYMENT LAW OVERVIEW  
**SINGAPORE** 2021-2022

Clyde & Co Clasis Singapore Pte. Ltd. / Proud Member of L&E GLOBAL

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# I. GENERAL OVERVIEW

## 1. INTRODUCTION

The Singapore employment legal system is comprised of employment legislation and common law principles. In addition, guidelines and advisories from the Ministry of Manpower (“**MOM**”) and the Tripartite Alliance for Fair & Progressive Employment Practices (“**TAFEP**”) (consisting of the Ministry of Manpower, National Trade Union Congress and Singapore National Employers Federation) are highly persuasive. Employment-related claims in Singapore can be heard in the Employment Claims Tribunal, State Courts of Singapore and the Supreme Court of Singapore.

## 2. KEY POINTS

- The Employment Act is Singapore’s main piece of employment law legislation and provides for the basic terms and working conditions for employees.
- All employees (whether foreign or local) are covered by the Employment Act, except for seafarers, domestic workers and statutory board employees or civil servants.
- Singapore is an at-will employment jurisdiction.
- Minimum salary levels are not prescribed by legislation and therefore, there is generally no minimum wage in Singapore, except for a progressive wage model which applies to certain employees in certain sectors.
- A social security scheme called the Central Provident Fund is mandatory for Singapore Citizens and Singapore Permanent Residents.

## 3. LEGAL FRAMEWORK

The key employment legislation in Singapore is the Employment Act of Singapore, which applies to foreign nationals and Singapore residents who are under a contract of service with an employer in Singapore, except for seafarers, domestic workers, statutory board employees and civil servants. This means that employment contracts between

employers and applicable employees would need to meet the minimum standards prescribed under the Employment Act. Part IV of the Employment Act, which provides for rest days, hours of work and other conditions of service, only applies to: a workman (doing manual labour) earning a basic monthly salary of not more than S\$4,500; and a non-workman employee earning a basic monthly salary of not more than S\$2,600. Managers and executives are generally not covered under Part IV of the Employment Act.

## 4. NEW DEVELOPMENTS

There have been a number of recent changes to the Work Injury Compensation Act of Singapore. This includes changes to the compensation and medical expenses limits, coverage of mandatory insurance to certain employees, expansion of the scope of compensation and strengthening reporting obligations. In addition, to further support employment opportunities of Singaporeans, there has been an increase in the minimum salary requirements for work pass application for foreign employees.

# II. HIRING PRACTICES

## 1. REQUIREMENT FOR FOREIGN EMPLOYEES TO WORK

All foreign employees working in Singapore are required to have a valid work pass before commencing work in Singapore. The most common work passes are Employment Passes, S Passes and Work Permits. When applying for work visas for foreign employees to work in Singapore, the type of work and the individual employee's general skillset determine which work pass is most suitable.

Employment Passes are for foreign professionals, managers and executives earning at least S\$4,500 a month and have acceptable qualifications (more experienced candidates would require a higher monthly salary).

From 1 December 2020, Employment Pass applicants in the Financial Services Sector will require a minimum salary of S\$5,000 a month (more experienced candidates would require a higher monthly salary).

S Passes are for mid-level skilled staff earning at least S\$2,500 a month and meet the assessment criteria, such as holding a degree, diploma or acceptable technical certificates and have relevant work experience (more experienced candidates would require a higher monthly salary). Employers of S Pass holders are limited by a quota for their sector and have to pay a monthly levy for each worker holding an S Pass.

Work Permits are for semi-skilled foreign workers from approved countries working in the construction, manufacturing, marine shipyard, process or services sector. Depending on the sector, employers of Work Permit holders are limited by a quota for their sector and have to pay a monthly levy for each worker holding a Work Permit.

## 2. DOES A FOREIGN EMPLOYER NEED TO ESTABLISH OR WORK THROUGH A LOCAL ENTITY TO HIRE AN EMPLOYEE?

In respect of Employment Passes, a foreign employer that does not have a registered office in Singapore would need to get a Singapore-registered company to act as a local sponsor and apply for an Employment Pass on their behalf.

In respect of S Passes and Work Permits, the employing entity must be a company registered with the Accounting and Corporate Regulatory Authority (ACRA) in Singapore.

Please note that foreign employers which carry on business in Singapore are generally required to register a presence in Singapore with the Accounting and Corporate Regulatory Authority (ACRA) in Singapore.

## 3. LIMITATIONS ON BACKGROUND CHECKS

There are currently generally no legal restrictions on an employer (or third party) conducting a background check on a job applicant.

Credit checks are in practice conducted for candidates and employees employed in certain regulated roles, where they have access to the employer's assets or deal with financial matters.

It is customary practice to ask candidates to sign a self-declaration or statutory declaration that they have or do not have a criminal record. For Singapore citizens, a certificate of clearance may be issued by the Singapore Police Force upon application, which

will certify that the individual has no prior criminal convictions in Singapore.

## **4. RESTRICTIONS ON APPLICATION/INTERVIEW QUESTIONS**

As employers are required to recruit employees on the basis of merit, questions related to age, race, religion, gender, marital status and family responsibilities or disability may be viewed as discriminatory and should not be asked during an interview.

# III. EMPLOYMENT CONTRACTS

## 1. MINIMUM REQUIREMENTS

Pursuant to section 95A of the Employment Act of Singapore, employers must issue key employment terms in writing to all employees. In this context, a “key employment term” means any type of term of employment contained in a contract of service between an employer and the employee, that is prescribed to be a key employment term, and includes the following:

- full name of employer.
- full name of employee.
- job title, main duties and responsibilities.
- start date of employment.
- duration of employment (if employee is on fixed-term contract).
- working arrangements, such as daily working hours, number of working days per week and rest day.
- salary period.
- basic salary - for hourly, daily or piece-rated workers, employers should also indicate the basic rate of pay (e.g. \$X per hour, day or piece).
- fixed allowances.
- fixed deductions.
- overtime payment period (if different from item 7 salary period).
- overtime rate of pay.
- other salary-related components, such as bonuses and incentives.
- type of leave, such as annual leave, outpatient sick leave, hospitalisation leave, maternity leave and childcare leave.
- other medical benefits, such as insurance, medical benefits, dental benefits.
- probation period.
- notice period.

- (optional) place of work - used if the work location is different from the employer’s address. Although optional, you are strongly encouraged to include this information.

The Employment Act provides that where an employment contract provides a condition of service which is less favourable to an employee than any of the conditions of service prescribed by the Employment Act, it shall be illegal, null and void to the extent that it is so less favourable.

## 2. FIXED-TERM/OPEN-ENDED CONTRACTS

Fixed-term and open-ended employment contracts are both permitted and common in Singapore. Similar to open-ended contract employees, fixed-term contract employees are entitled to statutory benefits under the Employment Act and other relevant employment related legislation.

## 3. PROBATION PERIOD

In Singapore, the length of the probation period is not prescribed nor is it mandatory for there to be a probation period. Common market practice would be for a probation period of between three to six months.

Employees on probation are covered by the Employment Act and enjoy the same rights under the Employment Act as full-time employees.

The length of an employee’s service is calculated from the date on which the employee starts work, and not the date of confirmation.

## 4. NOTICE PERIOD

Employers and employees may contractually agree to the length of the termination notice period, though such period must be identical for both employers and employees. Such notice period would usually be set out in the employment contract.

Notice can be waived by mutual consent between the employee and the employer.

If the employment contract does not specify the notice period, the notice period will depend on the employee's length of service as follows:

<i>less than 26 weeks</i>	<i>1 (one) day's notice</i>
<i>26 weeks to less than 2 years</i>	<i>1 (one) week's notice</i>
<i>2 years to less than 5 years</i>	<i>2 (two) weeks' notice</i>
<i>5 years or more</i>	<i>4 (four) weeks' notice</i>

# IV. WORKING CONDITIONS

## 1. MINIMUM WORKING CONDITIONS

The Employment Act sets out certain minimum prescribed benefits and working conditions. This includes matters such as annual and sick leave entitlements and payment of salary. Furthermore, Part IV of the Employment Act, which provides additional protections in respect of rest days, hours of work and other conditions of service, only applies to: i) a workman (doing manual labour) earning a basic monthly salary of not more than S\$4,500; and ii) a non-workman employee earning a basic monthly salary of not more than S\$2,600. Managers and executives are generally not covered under Part IV of the Employment Act.

## 2. SALARY

Minimum salary levels are not prescribed by legislation and there is therefore generally no minimum wage in Singapore, except for a progressive wage model which applies to certain employees in certain sectors.

In accordance with the Employment Act, employers must pay an employee's salary at least once a month and within 7 days after the end of the salary period. Final salary payments must be paid as follows, depending on the situation:

- employee resigns and serves the required notice period – on the last day of employment.
- employee resigns without notice and does not serve the notice period – within 7 days of the last day of employment.
- dismissal on grounds of misconduct – on the last day of employment. if not possible, within 3 working days from date of dismissal.

- employer terminates the contract – on the last day of employment. if not possible, within 3 working days from date of dismissal.

All employers must:

- issue itemised pay slips to employees covered by the Employment Act; and
- keep detailed employment records, including salary records, of employees covered by the Employment Act.

## 3. MAXIMUM WORKING WEEK

Where an employee is covered under Part IV of the Employment Act, such employee shall generally not be required to work for more than 6 consecutive hours without a period of leisure; more than 8 hours in one day or more than 44 hours in one week, unless exemptions apply.

## 4. OVERTIME

Where an employee is covered under Part IV of the Employment Act, such employee shall generally not be permitted to work overtime for more than 72 hours a month.

Overtime payment shall be calculated as follows:

$$\frac{12x \text{ monthly basic rate of pay}}{52x44} \times 1.5x \text{ number of hours worked overtime}$$

## 5. HEALTH AND SAFETY IN THE WORKPLACE

### A. EMPLOYER'S OBLIGATION TO PROVIDE A HEALTHY AND SAFE WORKPLACE

Pursuant to the Workplace Safety and Health Act of Singapore, stakeholders are required to ensure the safety and health of employees in the workplace, so far as reasonably practicable. Stakeholders would include employers, principals, occupiers, manufacturers or suppliers (including hazardous substances and machinery and equipment), installers or erectors, employees and the self-employed.

“Workplace” means any premises where a person is at work or is to work, for the time being works, or customarily works, and includes a factory.

### B. COMPLAINT PROCEDURES AND PROTECTION FROM RETALIATION

Employee complaint procedures are not statutorily prescribed in Singapore.

Termination of an employee as a punishment or retaliation for the employee exercising his or her employment rights is wrongful and in such cases, employees would be able to make a claim against the employer for wrongful dismissal.

# V. ANTI-DISCRIMINATION LAWS

## 1. BRIEF DESCRIPTION OF ANTI-DISCRIMINATION LAWS

Employers must recruit and select employees on the basis of merit (such as skills, experience or ability to perform the job), and regardless of age, race, gender, religion, marital status and family responsibilities, or disability, treat employees fairly, provide employees with equal opportunities and reward employees fairly.

## 2. EXTENT OF PROTECTION

Employers are required to abide by the Tripartite Guidelines on Fair Employment Practices, which set out restrictions against discriminatory hiring practices. While these guidelines are not legally enforceable, they are highly persuasive and failure to abide by these may result in enforcement actions taken against the employer. Such actions may include having the employer's work pass privileges curtailed.

## 3. PROTECTIONS AGAINST HARASSMENT

The Protection from Harassment Act of Singapore covers acts of harassment within and outside the workplace.

The TAFEP has published the Tripartite Advisory on Managing Workplace Harassment, which employers should abide by. This includes following the recommendations below to prevent and respond to harassment at the workplace:

- develop a harassment prevention policy;
- provide information and training on workplace harassment;
- implement reporting and response procedures.

## 4. EMPLOYER'S OBLIGATION TO PROVIDE REASONABLE ACCOMMODATION

While there are no specific statutory obligations regarding this, employers should keep in mind their general obligations to hire on the basis of merit, as well as their duty to ensure the health and safety of their employees in the workplace.

## 5. REMEDIES

Any discriminatory job advertisements or human resource practices may be reported to the TAFEP.

Where an employee has been dismissed on discriminatory grounds based on age, race, gender, religion, marital status and family responsibilities or disability, the employee may file a wrongful dismissal claim with the Tripartite Alliance for Dispute Management.

If the dismissal is deemed to be wrongful, the employer may be ordered to reinstate the employee to the employee's former job and pay the employee for any loss of income due to the wrongful dismissal or pay the employee monetary compensation.

## 6. OTHER REQUIREMENTS

Employers should also adopt the following 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.

# VI. PAY EQUITY LAWS

There is no specific statutory protection in Singapore that mandates equal pay for equal work. Neither is there any specific legislation preventing gender-based salary discrimination in Singapore.

# VII. SOCIAL MEDIA AND DATA PRIVACY

## 1. RESTRICTIONS IN THE WORKPLACE

It is relatively common for employers to impose a ban on social media usage in the workplace, implement a social media policy governing employees' use of social media in relation to the employer, and provide training on the use of social media.

### A. CAN THE EMPLOYER MONITOR, ACCESS, REVIEW THE EMPLOYEE'S ELECTRONIC COMMUNICATIONS?

An employer may legally monitor its employees' electronic communications where the employer has obtained the employee's consent for the collection, use or disclosure (as the case may be) of their personal data against notified purposes, which must be purposes that a reasonable person would consider appropriate in the circumstances. Otherwise, the employer must show that the collection, use and disclosure of such personal data falls within the scope of one of the statutory exceptions under the Personal Data Protection Act.

## 2. EMPLOYEE'S USE OF SOCIAL MEDIA TO DISPARAGE THE EMPLOYER OR DIVULGE CONFIDENTIAL INFORMATION

It is good practice for the consequences of breach of the social media policy to be stated in either a company policy or the employment contract. The employer should follow the disciplinary procedures set out in its own policy or rules. If the employer has no disciplinary policy in place, due inquiry should, in any case, be carried out before disciplinary action is taken.

# VIII. TERMINATION OF EMPLOYMENT CONTRACTS

## 1. GROUNDS FOR TERMINATION

Singapore is an at-will employment jurisdiction and employers and employees may terminate the employment relationship in accordance with the employment contract and applicable notice period (and payment in lieu of such notice).

In addition to the above, valid grounds for dismissal include misconduct, poor performance and redundancy.

## 2. COLLECTIVE DISMISSALS

Employers who go through a retrenchment exercise are required to notify the Ministry of Manpower of the retrenchment, if they have at least 10 employees and have retrenched 5 or more employees within any 6-month period.

Employers should also abide by the Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment issued by the TAFEP. Each employee should be terminated in accordance with the termination provisions in their respective employment agreements (including the termination notice period or payment in lieu of such notice).

## 3. INDIVIDUAL DISMISSALS

Employees should be terminated in accordance with the termination provisions in their respective employment agreements (including the termination notice period or payment in lieu of such notice).

### A. IS SEVERANCE PAY REQUIRED?

Employees who have served the company for at least 2 years are eligible for retrenchment benefits.

Those with less than 2 years' service may be granted an ex-gratia payment out of goodwill.

The MOM generally recommends that employees be paid a retrenchment benefit of 2 weeks' to 1 month's salary per year of service, subject the prevailing norm of the industry and financial position of the company.

## 4. SEPARATION AGREEMENTS

### A. IS A SEPARATION AGREEMENT REQUIRED OR CONSIDERED BEST PRACTICE?

A separation agreement is not generally required for terminations under Singapore law, but would be considered best practice. Such practice would be more common for senior employees.

### B. WHAT ARE THE STANDARD PROVISIONS OF A SEPARATION AGREEMENT?

Separation Agreements typically include payments to be made to the employee, waiver of restrictive covenants, confirmation of final settlement of all claims and confidentiality obligations of the parties.

## C. DOES THE AGE OF THE EMPLOYEE MAKE A DIFFERENCE?

Employers are not allowed to dismiss any employee based on an employee's age.

Employers must offer re-employment to eligible employees who turn 62, up to age 67, to continue their employment.

## D. ARE THERE ADDITIONAL PROVISIONS TO CONSIDER?

Female employees who have been employed by the employer for at least 3 months and are pregnant, may not be dismissed without sufficient cause unless the employer pays them the maternity benefits which they are eligible for.

## 5. REMEDIES FOR EMPLOYEE SEEKING TO CHALLENGE WRONGFUL TERMINATION

If the dismissal is deemed to be wrongful, the employer may be ordered to reinstate the employee to the employee's former job and pay the employee for any loss of income due to the wrongful dismissal or pay the employee monetary compensation.

## 6. WHISTLEBLOWER LAWS

Singapore law does not expressly provide for specific statutory protection for whistleblowers in the context of employment. However, certain laws of general application may apply to protect whistleblowers. For instance, under the Prevention of Corruption Act of Singapore, witnesses in civil or criminal proceedings are generally not obliged or permitted to reveal an informer's identity.

# IX. RESTRICTIVE COVENANTS

## 1. DEFINITION OF RESTRICTIVE COVENANTS

Restrictive covenants are used by employers to protect their business interests, by restricting certain activities of an employee for a period of time after the employee's employment with the employer has been terminated.

## 2. TYPES OF RESTRICTIVE COVENANTS

### A. NON-COMPETE CLAUSES

Under Singapore law, non-compete restrictions are generally prima facie unenforceable, unless they are reasonably required for the protection of the legitimate proprietary rights of the company. The restrictions must also be (1) reasonable in scope, geographical area and duration; and (2) not against public interest.

Generally, such clauses would have to be specifically tailored, taking into account, inter alia, the nature of the company's business, the position/job scope/seniority of the employee and the extent of his access to and influence over customers, etc. in order to be considered reasonable. Whether the restraint sought is reasonable under the circumstances is a question of fact, and would depend on a case-by-case basis.

### B. NON-SOLICITATION OF CUSTOMERS/EMPLOYEES

Similar to non-competition clauses, non-solicitation clauses are generally unenforceable, unless the

employer is able to prove that it has a legitimate proprietary interest to be protected by the non-solicitation clause.

## 3. ENFORCEMENT OF RESTRICTIVE COVENANTS – PROCESS AND REMEDIES

To enforce the restrictive covenants, the employer would first need to bear the burden to prove that the non-compete restriction is reasonable.

In the event that the court/tribunal has found the restrictive covenants to be reasonable and enforceable, and that the former employee has breached the restrictive covenants, the employer may be able to file for an injunction to put a stop to the former employee's breach. The employer may also sue the former employee for damages caused by the breach of the restrictive covenants.

## 4. USE AND LIMITATIONS OF GARDEN LEAVE

It is common for employment contracts to include garden leave provisions in Singapore. Where there is no express garden leave clause in the employment contract, an employer may request for an employee to go on garden leave.

# X. TRANSFER OF UNDERTAKINGS

## 1. EMPLOYEES' RIGHTS IN CASE OF A TRANSFER OF UNDERTAKING

Where the transfer is covered by section 18A of the Employment Act, employees would generally have the right to (i) be notified of the transfer and of matters relating to the transfer; (ii) consult with the employer; and (iii) preserve the original terms and conditions of employment under the new employer.

## 2. REQUIREMENTS FOR PREDECESSOR AND SUCCESSOR PARTIES

Where the transfer is covered by section 18A of the Employment Act, the employer would need to ensure that (i) affected employees or their union are notified of the transfer within a reasonable period and regarding the terms of transfer; (ii) ensure there is no break in employment during the transfer; and (iii) ensure that the original terms and conditions of employment are preserved after the transfer.

The new employer would need to ensure that (i) the previous employer is informed of all matters that will affect the employees, so as to ensure that the employees may be informed within a reasonable period; (ii) perform the previous employer's rights, powers, duties and liabilities which are part of any contract or agreement with the employees' union before the transfer; and (iii) ensure that the original terms and conditions of employment are preserved after the transfer (unless otherwise agreed).

# XI. TRADE UNIONS AND EMPLOYERS ASSOCIATIONS

## 1. BRIEF DESCRIPTION OF EMPLOYEES' AND EMPLOYERS' ASSOCIATIONS

Trade unions are generally uncommon in Singapore, though present in certain specific industries such as transport and manufacturing. Trade unions in Singapore are regulated in accordance with the Trade Unions Act of Singapore and other related legislation administered by the Registry of Trade Unions.

## 2. RIGHTS AND IMPORTANCE OF TRADE UNIONS

While trade unions are not common in Singapore, they are recognised by the MOM as working to:

- promote good industrial relations between workers and employers;
- improve the working conditions, as well as the economic and social status of workers; and
- increase productivity for the benefit of workmen, employers and the economy of Singapore.

## 3. TYPES OF REPRESENTATION

Trade unions must first be registered with the Registrar of Trade Unions and then be accorded recognition by the employer before it can represent its members.

## 4. TASKS AND OBLIGATIONS OF REPRESENTATIVES

Trade unions generally would assist in the carrying out of collective bargaining, negotiation for terms of collective agreements and representing members in trade disputes.

# XII. EMPLOYEE BENEFITS

## 1. SOCIAL SECURITY

The Central Provident Fund (“CPF”) is a mandatory social security savings scheme funded by contributions from employers and employees, that enables working Singapore Citizens and Singapore Permanent Residents to set aside funds for retirement and addresses healthcare, home ownership, family protection and asset enhancement.

CPF contributions are payable when there is an employer-employee relationship, i.e. a contract of service in Singapore. The amount of CPF contributions would vary depending on the type and the age group of the employee.

Employers are required to pay both the employer’s and employee’s share of CPF contributions every month, and are entitled to recover the employee’s share from the employee’s wages.

## 2. HEALTHCARE AND INSURANCES

Employers are required to obtain work injury compensation insurance for:

- all employees doing manual labour, regardless of salary; and
- all employees doing non-manual work, earning a salary of S\$2,100 or less a month (this will be increased to S\$2,600 or less a month from 1 April 2021).

Additionally, employers who employ work permit and S Pass holders are required to buy and maintain medical insurance coverage of at least S\$15,000 per year for each work permit and S Pass employee.

For employees who are not covered by the abovementioned insurance requirements, employers have the flexibility to decide whether

to buy insurance for them. However, it should be noted that if those employees make a valid work injury claim under the Work Injury Compensation Act of Singapore, the employer will have to compensate them, regardless of whether they are insured or not.

## 3. REQUIRED LEAVE

### A. HOLIDAYS AND ANNUAL LEAVE

Employees are entitled to paid public holidays in accordance with section 88 of the Employment Act. An employee who has served an employer for a period of not less than 3 months is entitled to a minimum of 7 days of paid annual leave for the first 12 months of continuous service with the same employer, and an additional 1 day of paid annual leave for every subsequent 12 months of continuous service with the same employer, up to 14 days of paid annual leave.

### B. MATERNITY AND PATERNITY LEAVE

A female employee may be entitled to either 16 or 12 weeks of maternity leave, depending on which eligibility criteria is met.

#### ***16 weeks of paid maternity leave***

To be entitled to 16 weeks of paid maternity leave, a female employee would have to meet the following requirements:

- her child is a Singapore citizen;
- the female employee has served the employer for a period of at least 3 months before the day of her confinement; and
- has given the employer at least 1 week’s notice before going on maternity leave, and informed them as soon as possible of the delivery. Otherwise, the employee is only entitled to half

the payment during maternity leave, unless the employee has a good enough reason for not giving the notice.

**12 weeks of maternity leave**

A female employee who does not meet the requirements for the 16 weeks of paid maternity leave, may be entitled to 12 weeks of maternity leave, if she meets the following requirements:

- the female employee has served the employer for a period of at least 3 months before the day of her confinement; and
- has given the employer at least 1 week’s notice before going on maternity leave, and informed them as soon as possible of the delivery. Otherwise, the employee is only entitled to half the payment during maternity leave, unless the employee has a good enough reason for not giving the notice.

The first 8 weeks of maternity leave will be paid by the employer pursuant to section 76(1A) of the Employment Act, while the remaining 4 weeks of maternity leave will be unpaid if the female employee has less than 2 living children, or if the female employee has 2 or more children (i.e. twins or triplets. etc.) during the first pregnancy.

For the avoidance of doubt, if the female employee has 2 or more living children and the children were born during more than one previous confinement (i.e. not twins or triplets, etc.), the female employee’s 12 weeks of maternity leave will be unpaid.

Male employees may be entitled to 2 weeks of government-paid paternity leave if the following requirements are met:

- his child is a Singapore citizen at birth or a Singapore citizen within 12 months from the date of birth;
- he is, or had been, lawfully married to the child’s mother between conception and birth; and
- he has served the employer for a period of at least 3 months before the birth of his child.

**C. SICKNESS AND DISABILITY LEAVE**

Employees are entitled to paid sick leave if they have worked for at least 3 months with the

employer. Where the employee is between 3 to 6 months of service, the sick leave entitlement is prorated as follows:

<i>Months of Completed Service</i>	<i>Days of Paid Sick Leave (outpatient)</i>	<i>Days of Paid Hospitalisation Leave</i>
3	5	15
4	8	30
5	11	45
6 and thereafter	14	60

Disability leave is not provided for under the laws of Singapore, however the Work Injury Compensation Act may provide for additional medical leave wages in the event of injury.

**D. ANY OTHER REQUIRED OR TYPICALLY PROVIDED LEAVE(S)**

Employees may also be eligible for adoption leave, shared parental leave, infant care leave, childcare leave and extended childcare leave.

**4. PENSIONS: MANDATORY AND TYPICALLY PROVIDED**

Apart from the CPF, Singapore’s mandatory social security savings scheme (see above), there is no other mandatory pension scheme in Singapore, nor are these typically provided.

**5. ANY OTHER REQUIRED OR TYPICALLY PROVIDED BENEFITS**

Other typically provided benefits include dental coverage and medical insurance coverage, where such coverage is not otherwise required (as listed above).

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# CLYDE & CO CLASIS SINGAPORE

Founded in 1933, Clyde & Co is an international law firm headquartered in London. In Singapore, Clyde & Co has a joint law venture with Singapore law firm, Clasis LLC, forming Clyde & Co Clasis Singapore. This draws together the international expertise of Clyde & Co and the local knowledge of Clasis LLC. This also allows us to represent our clients in the local Singapore Courts. Our work is cross-border, high profile and complex. Our Singapore office also acts as a hub for our Southeast Asia services, including in Cambodia, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Thailand and Vietnam.

In today's global economy all international businesses need advice that offers integrated solutions to their global employment issues, particularly when working across jurisdictions and juggling different regulatory requirements. Clyde & Co Clasis Singapore is among the few international law firms with a dedicated on-the-ground employment team in Singapore, providing advice across all areas of contentious and non-contentious employment law. We combine our understanding of various employment legislation with practical market insights to guide clients through strategy formulation and execution. We have also acted on a wide range of high profile matters from conception to completion.

We know that employment matters can escalate quickly and so we pride ourselves on being available and responsive. Our dedicated employment team provides technically excellent advice in a clear, concise and straightforward manner on all issues connected with employment and labour issues. We have an extensive focus on employment in the Singapore market. We are distinguished by our ability to offer local, regional and multinational companies the broadest service at the highest quality and on a global scale.

Our dynamic labour, immigration and pensions practice group covers the full spectrum of employment law matters including recruitment, termination, terms

and conditions of employment, drafting of human resources policies, employee transfers, secondments and immigration. Our employment team is also well placed to advise clients across a number of labour relation lines; whether related to dismissals, redundancies, tighter performance management, increased targets for employees and, of course, pay issues.

*This memorandum has been provided by:*

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# 10<sup>TH</sup> ANNIVERSARY IN 2021

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