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THE EMPLOYMENT CLAIMS TRIBUNAL HIGHLIGHTS EMPLOYER'S DUTY TO CONSIDER MEDICAL NEEDS OF EMPLOYEES:

In a recent Employment Claims Tribunal (“ECT”) decision issued on 12 August 2026, an international school was ordered to pay S\$20,000, the statutory maximum, to a former administrative assistant who was found to have been effectively dismissed after resigning following the employer’s handling of her medical condition and requests for workplace accommodations. The employee had worked for the school for 17 years and returned to work after undergoing treatment for Stage 3 nasopharyngeal cancer. Although she was certified fit to return to work, she continued to experience fatigue, reduced strength, joint pain, and peripheral neuropathy. She requested various accommodations, including short rest breaks, time off for rehabilitation and working from home on certain days. The ECT found that the employer had failed to genuinely engage with the employee’s medical needs. In particular, the employer placed undue emphasis on the form and duration of the medical documentation

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provided and did not meaningfully consider the substance of the medical advice or alternative working arrangements. The ECT also found that the employer's correspondence with a school-appointed doctor was not a genuine attempt to clarify the recommendations and ultimately resulted in the withdrawal of a recommendation for 1 day of work from home.

The ECT found that the employer's conduct amounted to a fundamental breach of its duty to take reasonable care of the employee's health and safety, as well as the implied duty of mutual trust and confidence. the employee's resignation was therefore found to amount to a dismissal without just cause or excuse. The decision serves as an important reminder that employers should genuinely consider and employee's medical needs and engage with the employee on possible accommodations. While employers are not required to agree to every request, they should consider reasonable alternatives and balance the employee's medical needs against legitimate operational requirements . Employers should also ensure that decisions concerning medical accommodations are properly considered and documented.

THE EMPLOYMENT COURT TRIBUNAL FINDS WRONGFUL DISMISSAL PROBATION ASSESSMENT WAS UNSUPPORTED:

In another ECT decision released on 28 July 2026, and audit manager was awarded S\$30,000, the statutory maximum, after the ECT found that her dismissal at the end of her 6-month probation was without just cause or excuse. The employer had assessed the employee against an overall performance score and competency ratings across 10 functional areas. Although the employee did not meet the stated benchmarks, the ECT found that the employer had failed to demonstrate that the assessment fairly reflected her performance. In particular, the employee had not been properly informed of how the qualitative competency criteria would be applied, while the periodic documented reviews required under the employer's own probation process had not been carried out. The employer also failed to provide contemporaneous written reasons for the low competency ratings. Several criticisms concerning the employee's performance was either unsupported by evidence or

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related to standards that had not been clearly communicated. The decision highlights the importance of maintaining a fair, transparent and properly documented probation process. Employers should communicate clear performance expectation from the outset, provide regular feedback, follow their own probation procedures, and maintain contemporaneous records supporting any decision not to confirm an employee. reliance on broad or subjective assessments such as “*initiative*”, “*engagement*” or “*proactiveness*” should be supported by clear expectations and specific examples.

SINGAPORE HIGH COURT CLARIFIES NOTICE ENTITLEMENT FOR EMPLOYEES ON PROBATION:

In a decision released on 24 August 2026, the High Court clarified that the mere existence of a probation period does not automatically make an employment contract a fixed-term contract that expires at the end of probation. The case concerned a paralegal whose employment contract provided for a 3 month probation period. The contract stated that either party could terminate the employment during probation by giving 1 month’s written notice. 2 days before the probation period ended, the employer informed the employee that it had decided not to continue his employment and that his employment would end when probation expired. The employee subsequently claimed that he was entitled to 1 months’ notice or salary in lieu of notice. The High Court held that whether notice is required depends on the language and proper construction of the employment contract. In this case, the contract was more naturally construed as a continuing contract of service with different conditions applying during the probationary period, rather than a fixed-term contract that automatically expired at the end of probation. The decision highlights that Employers should not assume that an employee’s employment automatically ends upon expiry of the probation period simply because the employee is not confirmed. Employers should review their employment contracts to ensure that the intended termination and notice arrangements are clearly and consistently expressed.

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ENHANCED CHILDCARE LEAVE ANNOUNCED AT NATIONAL RALLY 2026:

At the National Day Rally (“**NDR**”) 2026, Prime Minister Lawrence Wong announced enhancements to childcare leave for working parents with children up to 12 years old as part of broader measures to strengthen support for families.

Under the announced changes, working parents will receive enhanced childcare leave based on the number of children they have:

- a. Parents with one child will receive eight (8) days of childcare leave;
- b. Parents with two children will receive ten (10) days; and
- c. Parents with three or more children will receive twelve (12) days.

The enhanced childcare leave entitlement forms part of the Government’s broader measures to provide financial, preschool and housing support to families. The Government has yet to announce the commencement date of the enhanced childcare leave entitlement. We will provide further updates once details of the aforementioned are released.

Should you have any queries as to how this update may affect you or your organisation or require further information, please do not hesitate to email us.



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This newsletter is intended to discuss the Employment Law Updates, and it is not intended to be comprehensive nor should it be construed as legal advice. This newsletter is updated as of 01 September 2026.

ABOUT GATEWAY LAW CORPORATION:

Gateway Law is an Asia-Pacific regional full service legal practice with strengths in the areas of intellectual property, franchising, technology, media (and entertainment), telecommunications, data protection and cybersecurity as well as employment and immigration. In addition to our niche areas, Gateway also provides services in the general areas of litigation and dispute resolution, corporate and commercial law, real estate conveyancing and advisory, medical and family law.

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