

FAQ:

Employment rights in the time of COVID-19

During these turbulent times, many people are working under extraordinary circumstances, from home, or suddenly not working at all. Many are wondering about things they never had to before, including whether they have any employment rights in Singapore.

Lawyer and Director of August Law Corporation, Nadia Moynihan, shares some common enquiries she has been receiving and her responses to them.

1. Can my employer force me to take all my annual leave now while we are under lockdown?

Usually, yes. While this depends on the language in your employment contract, typically, leave provisions in employment contracts require the agreement of both parties in order for leave to be taken. However, your employer usually has more bargaining power than you and may threaten to terminate your employment if you do not 'agree' to take your leave when your employer demands. However, if you are under a stay home notice or quarantine order, you should be permitted to take any remaining sick leave you have before having to consume annual leave.

2. If I am forced to take annual leave now, do I still have to work from home?

No. It is one or the other. Either you are on annual leave, in which case you are not contractually obliged to work, or your employer requires you to work from home, in which case you cannot be on annual leave.

3. If I am an essential worker who still needs to go out to work, can I be fired for being placed under quarantine or under a stay home notice?

No. You should inform your employer that you need to take sick leave for the duration of your stay home notice or quarantine. However, bear in mind that the terms of your employment contract will govern your employer's ability to fire you. Typically, employment agreements in Singapore allow employers to terminate employees for no reason, if they give a certain amount of written notice (or payment of a corresponding amount of your salary in lieu of such notice). Accordingly, under most employment contracts, your employer may still choose to terminate you, with notice, without giving a reason.

4. Can I be fired during this time even if I did nothing wrong?

This depends on the terms of your employment agreement, but again, in Singapore, almost all employment agreements allow an employer to terminate an employee, with notice (or payment of salary in lieu of notice), for no reason. However, if your employer falsely alleges that you are guilty of some misconduct and therefore terminates you on that basis with immediate effect (ie without notice or payment in lieu of notice), pursuant to a clause in your employment agreement that allows immediate termination for certain types of misconduct, then you may have a claim against your employer for wrongful dismissal. Most employers know this and therefore give no reason for termination and instead, merely give employees any contractually required notice or payment in lieu of notice when terminating them.

5. What kind of redundancy package am I entitled to if I am retrenched?

Any redundancy package will depend on the terms of your employment contract, and generally speaking, most contracts do not provide for any redundancy payments upon retrenchment. However, if you are in a unionised industry and you are a union member, you may be able to benefit from a collective bargaining agreement that your union may already have negotiated. These typically provide for one month's salary to be paid for each year of service completed. Sometimes non-unionised companies may also offer redundancy payments of between 2 weeks' to 1 month's salary for each completed year of service. You should not expect any redundancy payment if you have worked for this employer for less than two full years, although sometimes you may be able to negotiate a small payment. Unionised employees are likely to enjoy better redundancy outcomes than non-unionised employees so if there is a union for your industry and you are not a member, now would probably be a good time to consider joining. For a list of unions, click [here](#).

6. Can I be dismissed from my job during this time without notice or explanation?

Typically, no, unless you have just started a new role and are on probation. Otherwise, most employment contracts require employers to give a certain amount of notice when terminating an employee (or payment in lieu thereof) or if terminating with immediate effect (and without payment in lieu of notice), to explain that the ostensible reason for the termination is some specific misconduct which justifies immediate termination by reference to a specific clause of the employment agreement.

7. What if my employer forces me to keep coming into work even though I am not an essential worker?

You should report your employer to the Ministry of Trade and Industry at covid_gobusiness@mti.gov.sg, including relevant details such as your company's name, address and attaching any relevant evidence you have such as photographs or video.

8. What if I am an essential worker whose work cannot be done from home, but my workplace is not adequately implementing safe distancing measures?

You should report your employer to the Ministry of Manpower at mom_oshd@mom.gov.sg, including relevant details such as your company's name, address and attaching any relevant evidence you have such as photographs or video.

In light of the constantly changing circumstances, this is a general overview and should not be treated as legal advice. The information presented is correct to the date of its publication.



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Nadia Moynihan is a Director of August Law Corporation. Nadia's practice represents a broad cross-section of the kind of legal services that most businesses and individuals typically need, regardless of industry sector or client profile, with a particular focus on dispute resolution. Her expertise includes matters relating to schemes of arrangement, bankruptcy proceedings, trade disputes, employment disputes and a wide array of other contractual and tortious claims from fraud to defamation. She also practices family law and deals with non-contentious matters including the drafting of commercial agreements and personal legal instruments including those related to estate planning.