

Singapore: Framework for Dismissals “Without Just Cause or Excuse”

This Client Alert discusses the recent ECT decision on when dismissals are “without just cause or excuse” and what employers should take note of.

In brief

The Employment Claims Tribunals (ECT) decision in *JJF v. JJG* [2026] SGECT 9 clarifies when a claim that a dismissal was “without just cause or excuse” under Section 14(2) of the Employment Act 1968 (EA) will succeed. Such a claim can succeed even if an employer complies with the contractual obligation to provide a notice period or payment of salary in lieu of notice. While the burden of proof may lie on the employee to show that the dismissal was “without just cause or excuse”, once the employee’s evidence “calls for an answer”, the evidential burden can shift to the employer to show a just cause or excuse. Therefore, while employers are not required to give reasons at the time of dismissal, they should be ready to provide evidence of a “just cause or excuse” for dismissal should the employee decide to bring a claim to the ECT.

In this Client Alert, we take a closer look at what this decision means in practice for employers dealing with dismissals of employees.

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Key takeaways

The ECT’s decision sets out the principles in a claim that a dismissal was “without just cause or excuse” under Section 14(2) of the EA. Employers should take note of the following:

- **A dismissal that complies with the contractual obligation to provide a notice period or payment of salary in lieu of notice is not automatically safe.** Even if the employer complies with the contractual termination clause to provide a notice period or payment of salary in lieu of notice, the ECT can still find that the dismissal was “without just cause or excuse” under Section 14(2) of the EA which is a separate inquiry.
- **Employers should be prepared to submit evidence to show that there was a just cause or excuse for dismissal.** While employers are not required to give reasons for dismissal at the time of dismissal, once the employee provides evidence (including circumstantial evidence) that the dismissal was “without just cause or excuse”, the evidential burden may shift to the employer to show that there is a “just cause or excuse” for dismissal. Thus, employers should be prepared to give reasons for a dismissal and support such reasons with clear and objective evidence, for instance by keeping contemporaneous records of the employee’s performance. Such reasons should be of sufficient severity to justify the dismissal. Where a witness’ evidence is critical to establishing the reasons for dismissal, that witness should provide a witness statement and be ready and available to give evidence directly before the Tribunal.
- **Recent promotions, bonuses, pay increases, and continued assignment of work can be circumstantial evidence that there was no “just cause or excuse” for dismissal.** These are acts showing that the employer regarded the employee as “suitable for continued employment” and if left unanswered, can show that there was no “just cause or excuse” for dismissal. Thus, where an employer is preparing to terminate an employee, the employer should first check whether its previous actions with respect to the employee can be potentially presented by the employee as circumstantial evidence that they are “suitable for continued employment”.
- **Compensation for loss of income and compensation for harm may be ordered even if payment of salary in lieu of notice has been made.** If a claim under Section 14(2) of the EA is made out, employers may be required to compensate for loss of income and/or compensate for harm, even if they have paid salary in lieu of notice.

- **Employers should be cautious when relying on the Tripartite Guidelines on Wrongful Dismissal (“Tripartite Guidelines”).** The ECT identified six differences between the account of liability under the Tripartite Guidelines and under Section 14(2) of the EA, highlighting that where the Tripartite Guidelines are inconsistent with the statutory requirements, the statutory requirements will be followed and the Tripartite Guidelines treated with caution.

In more detail

The facts of the case

Mr C commenced employment with the respondent employer in July 2024. The employer confirmed Mr C’s employment in October 2024 after his probation, paid him an annual bonus in December 2024, and raised his salary in January 2025.

In June 2025, Mr C took medical leave and a doctor diagnosed him with major depression and anxiety. The doctor cleared him to work but recommended shorter hours.

In July 2025, the employer reassigned Mr C from a construction project to its tender team to assist with a tender project. The employer dismissed him the day after the tender was submitted, pursuant to an express contractual termination clause by the payment of salary in lieu of notice. No reason was given for the dismissal. Mr C brought a claim against the employer under s 14(2) of the EA on the basis that his dismissal was “without just cause or excuse”.

ECT decision

Because Section 27(2) of the Employment Claims Act 2016 (ECA), which shifts the burden of proof to the employer in specified circumstances, did not apply, Mr C therefore had the legal burden of proving that the dismissal was without just cause or excuse.

On a balance of probabilities, the ECT did not accept Mr C’s positive argument that Mr C’s medical condition caused his dismissal. The ECT accepted that the sequence of events (i.e., the disclosure of Mr C’s diagnosis, his reassignment to the tender team thereafter, and his dismissal the day after the tender was submitted) could raise a suspicion that the employer had responded adversely to his condition. However, the ECT accepted the employer’s evidence that it had responded appropriately to Mr C’s disclosure by seeking medical information, honouring his sick leave, and assigning him to a role with regular hours.

That was not the end of the inquiry. The ECT turned separately to whether Mr C was dismissed “without just cause or excuse”. The ECT emphasized that a claimant employee does **not** need to prove that there was an impermissible reason for the dismissal: the employee only needed to prove an absence of a just cause or excuse for dismissal. The ECT inferred that there was an absence of a just cause or excuse from the facts on the record. As the employer had confirmed Mr C’s employment after his probation, paid him a bonus, raised his salary, continued assigning him work, and there was little contemporaneous record of any serious concern with Mr C’s performance being raised with Mr C, this evidence, if unanswered, made it more likely than not that the employer had dismissed Mr C without just cause or excuse. Thus, the evidential burden fell on the employer to show a just cause or excuse.

The employer gave the following reasons for dismissal:

Employer’s reason	ECT’s finding
General business, suitability, and operational considerations.	The ECT found that the reason was too vague as the employer did not identify a specific reorganisation, redundancy or operational event capable of being tested.
One incident when Mr C allegedly abandoned concrete casting works without ensuring proper follow-up.	The ECT accepted this reason as contributing to Mr C’s dismissal, although describing the reason as a “confined” shortfall. It was taken into account as a mitigating factor reducing the compensation for harm to Mr C.
Concerns with Mr C’s performance on the construction project from the resident engineer’s report to Mr C’s supervisor that Mr C lacked initiative, could not lead the site team or engage on technical issues, and could not conduct daily subcontractor coordination meetings.	The ECT did not make an explicit finding on these claims although the ECT acknowledged that “some wider concern about performance or suitability” probably contributed to the dismissal. The resident engineer was not a witness at the hearing.

Concerns with Mr C's performance on the tender project, specifically that his plans were "too granular" and "impractical", his master schedule was "unusable and inconsistent with the expected timeframe", his contribution to compiling tender documents was negligible, and he missed deadlines and raised his voice at his colleagues.

The ECT found that these claims were evidentially weak as the people who assigned and assessed Mr C's work were not called as witnesses. Thus, the ECT could not find that these allegations had been established with the seriousness and persistence asserted.

In sum, while the ECT accepted that there were some concerns with Mr C's performance, when weighed against Mr C's otherwise positive employment record and continued assignment of work, the ECT found that the concerns were insufficient to make dismissal a just response. Significantly, the ECT found that there was little contemporaneous record of the performance concerns being put to Mr C, which would bear evidentially on whether the asserted ground existed, was conveyed while correction remained possible, persisted despite correction, and informed the dismissal. Mr C therefore discharged his burden of proof under Section 14(2) to show that there was no "just cause or excuse" for his dismissal.

On the appropriate remedy, the ECT declined to make an award for loss of income as Mr C was unable to establish the income which he would have earned if the statutory wrong had not occurred. The ECT awarded compensation for harm starting at the maximum base of two months' salary, reflecting the abrupt and unexplained nature of the dismissal, which was reduced by 0.75 months to reflect the proven shortfall in Mr C's performance.

What is the relationship between the contractual termination clause, the Tripartite Guidelines and Section 14(2) of the EA?

The ECT found that Section 14(2) of the EA protects an employee against dismissal unsupported by a factually established, operative, and sufficiently just cause or excuse. This protection exists independently of the contractual termination clause. Compliance with a contractual termination clause only determines whether there is a breach of contract and whether the termination was wrongful at common law but does not determine whether the statutory claim under Section 14(2) of the EA succeeds.

On the Tripartite Guidelines, the ECT identified six differences between the account of liability under the Tripartite Guidelines and under Section 14(2) of the EA, observing that where the Tripartite Guidelines are inconsistent with the statutory requirements, the statutory requirements will be followed and the Tripartite Guidelines treated with caution.

Who has the burden of proving that there was no "just cause or excuse"?

The burden of proof depends on how the employee was dismissed. Under Section 27(2)(a) of the ECA, the employer bears the burden of proving that the employee was dismissed with just cause or excuse where it dismisses the employee without notice under Section 14(1) of the EA. Under Section 27(2)(b) of the ECA, the employer bears the burden of proving the employee's poor performance or misconduct where it dismisses the employee with notice on the grounds of poor performance or misconduct.

Outside the categories under Section 27(2) of the ECA, including where the termination was with notice or salary in lieu of notice with no reason stated, the employee has the legal burden of proving that the dismissal was without just cause or excuse. Significantly, even if the employee is unable to succeed in their positive case that the dismissal was due to a particular impermissible reason, the ECT may nevertheless consider the evidence on the record to infer that the employer had dismissed the employee without just cause or excuse. Such circumstantial evidence includes a satisfactory employment record, strong appraisals, a recent promotion, the absence of a prior warning, a continual assignment of work, inconsistent explanations or the employer withholding evidence. This is likely pursuant to the ECT's power to inquire into any matter which it considers relevant, even if the matter is not raised by a party to the claim.

If that evidence, left unanswered, can lead to an inference that the dismissal was without just cause or excuse, the evidential burden then moves to the employer to show that there was a just cause or excuse. The employer must then produce records and witnesses capable of identifying and substantiating the cause for dismissal. If material within the employer's knowledge is withheld without adequate explanation, the ECT may draw an adverse inference against the employer.

What remedies can the ECT order for a claim under Section 14(2) of the EA?

If the ECT finds that the employee was dismissed without just cause or excuse, the ECT can order for reinstatement to the employee's former employment or compensation. For the former, the ECT will order reinstatement only if the employment relationship can sensibly and fairly be restored. For the latter, the ECT can award compensation for loss of income and/or compensation for harm. For compensation for loss of income, the employee would have to prove the income they would have earned had the statutory wrong not occurred, subject to the employee's duty to mitigate, intervening events, and the three-month

statutory maximum limit. Loss of income does not equate to the amount of salary in lieu of notice; the salary in lieu of notice is neither a ceiling nor presumptive measure for the loss of income. However, where salary in lieu of notice compensates for a period for which income-loss compensation would otherwise be awarded, the same salary cannot be recovered twice.

Compensation for harm is based on the recognition of the non-income injury due to the wrongful severance of the employment relationship. The ECT will select a base within the two-month statutory ceiling and apply the aggravating or mitigating factors as listed in Schedule 2 of the Employment Claims Regulations 2017.

In conclusion

Given that the ECT has shown that it is willing to exercise its powers to inquire into any matters as part of the Tribunal process, employers must be ready to justify their decision to terminate with clear and objective evidence and should not proceed with the termination until they have such evidence. If a reason for dismissal is poor performance, an employer should refrain from acts that undercut that reason (e.g., promoting the employee). While the employer can legally terminate an employee without providing any reason, maintaining that position at the Tribunal stage and not sharing any justification is likely to lead to a finding that there was no just cause or excuse for dismissal. Ultimately, the judgment does not clarify the test for when a reason for dismissal is sufficiently serious such that dismissal is a just response and the final analysis will remain a fact-specific inquiry.

Related content

For more information on dismissal due to misconduct, please refer to our commentary at [Singapore: A New Framework for Misconduct Dismissals | Insight | Baker McKenzie](#).

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