

Wrongful Dismissal

Forced Resignation of Employees: ECT Decision on Employer Duties Towards Medically Vulnerable Employees

In *JJH v JJI* [2026] SGECT 10, handed down on 12 August 2026, the Employment Claims Tribunals (**ECT**) held that an administrative assistant of 17 years' standing who resigned during her recovery from stage 3 cancer had effectively been forced to resign, and was therefore dismissed without just cause or excuse under section 14(2) of the Employment Act 1968 (**EA**) (**Section 14(2)**).

The ECT found that the employer had breached its implied duty to take reasonable care of the employee's health and safety and the implied term of trust and confidence by failing to reasonably investigate, consider and respond with care and sensitivity to the employee's health and safety needs and by rigidly applying its internal policies regarding medical documentation requirements and flexible working policy rather than genuinely engaging with the substance of the employee's medical needs. The employee's resignation was found to be forced by the employer's course of conduct and was therefore a dismissal without just cause or excuse under Section 14(2).

Background

The claimant (**Employee**) had been an administrative assistant at the respondent's international school (**School**) since 2008. She was diagnosed with stage 3 nasopharyngeal cancer in July 2024. Her oncologist certified her fit to return to work on 26 June 2025 and recommended light-duty work as she was suffering from side effects of treatment including joint pain, reduced hand strength and fatigue. An occupational therapist recommended practical accommodations to manage her fatigue and her difficulty in carrying heavy items e.g., avoiding handwriting where typing was possible, refraining from carrying heavy items and taking short breaks during the day. Both memoranda were furnished to the School and she returned to work on 26 June 2025, which was during the School's summer vacation period. During this period, she (and her colleagues) worked from home and she was able to attend twice-weekly rehabilitation sessions (which were provided by the Singapore Cancer Society free of charge) and take the breaks her condition required.

When school resumed in August 2025, she returned to campus and her line manager informally agreed to her requests for short breaks, the twice-weekly rehabilitation sessions and two work-from-home days each week. However, at a meeting between the Employee, the School principal and her line manager on 7 October 2025, the School principal informed the Employee she was required to work from campus every work day, with immediate effect commencing the following day. The basis given was that the School's flexible working arrangements policy did not permit educational support staff, which included the Employee, to have flexible work arrangements during term time and required her to be on campus five days a week with immediate effect. In addition, the Employee was told that the memoranda she had submitted to support her flexible work arrangements were inadequate, absent a "light duties medical certificate".

The School also sent the Employee for a fit-for-work (**FFW**) assessment at a clinic arranged by the School. That assessment favoured the Employee: the FFW doctor recommended, for an initial two-month period, a

restriction on carrying loads exceeding 4 kg and a four-day week with one day from home. The School's human resources department, however, pressed the doctor twice to clarify if the work-from-home recommendation was "just a recommendation and not mandatory" and upon this, the doctor withdrew the recommendation.

At a 3 November 2025 meeting between the School principal and the Employee, which was followed by a summary email to the Employee, the Employee was informed that: (a) her work-from-home arrangements during term time were refused due to the nature of her role; (b) the restriction on lifting heavy loads was allowed only until the day before the commencement of the second term unless the Employee submitted a "light duties medical certificate" from her oncologist; and (c) restrictions were placed on the time she was allowed to go for her rehabilitation sessions — she was to schedule them as near to the end of the day as possible and if the free Singapore Cancer Society rehabilitation sessions could not be confirmed at those times (and those were difficult to secure), the Employee was to take half-day leave or find an alternative provider at her own cost.

Following the 3 November 2025 meeting, the Employee replied to the School principal on 6 November 2025 to restate certain positions she had expressed during the meeting that she felt the email had not accurately captured.

The School responded on 7 November 2025 via an email from the School's human resources department which noted, among other things, that the requisite medical documentation for the Employee's requested accommodations had not been received and concluded that the Employee was "deemed fit for work without restrictions from a medical perspective".

The Employee's health deteriorated and she took extended periods of medical leave, citing her deteriorating health as the reason, and resigned on 19 December 2025.

The ECT's Decision

The ECT was satisfied that the School had committed a fundamental breach of its implied duty to take reasonable care of the Employee's health and safety and also breached the implied term of mutual trust and confidence. The ECT also found that the Employee had been forced to resign as a result of the School's conduct, and so had been dismissed within the meaning of the EA. That dismissal was without just cause or excuse under Section 14(2). The ECT allowed the Employee's claim for \$20,000 in full (being the limit of the ECT's jurisdiction).

Breach of duty to take reasonable care

While an employer has the right to direct the labour of its employees as it sees fit — their place of work, working hours and the scope of their tasks — this right is qualified by countervailing duties, including the duty to take reasonable care of the employees' health and safety. The ECT took the view that this duty to take reasonable care of employees' health and safety is open-textured and varies with the circumstances of each individual employee. In this respect, the Employee was still in active recovery and medically vulnerable, so what the duty required of the School in her case was not the same as for other employees generally.

The duty to take reasonable care does not demand that the employer accede to every request at the expense of its legitimate business requirements. The ECT considered that the duty to take reasonable care in cases of this kind requires, as a starting point, that the employer reasonably investigate, consider, and respond to matters of health and safety drawn to its attention. In this respect, the employer should take

reference from what an ordinarily prudent employer would do, informed by the credible information and medical advice available to it.

On the facts of the case, the ECT found that the School had not taken the Employee's medical situation seriously and responded to it with the care required of an ordinarily prudent employer. In particular:

- (a) The School had formed its views in haste and arrived at the 7 October 2025 meeting already entrenched in them: the Employee was to be on campus five days a week without exception. There was no room for negotiation, no genuine willingness to consider or discuss the Employee's concerns, and the School dismissed the adequacy of the medical documentation that the Employee had submitted.
- (b) Although the School principal raised the possibility of redeployment, this was not meaningfully explored. Instead, it was presented as a problem for the Employee to pursue with human resources if she wished.
- (c) The School rejected the FFW doctor's recommendations and insisted that the Employee had not provided adequate medical documentation of her needs despite the memoranda / recommendations from three medical professionals.

Employer internal policies do not limit or void the duty of care

The ECT highlighted that, while internal policies serve a useful purpose by providing the employer operational certainty and ensuring that employees' requests for accommodation are handled in an even-handed and predictable manner, such policies, however well crafted, should not restrict the employer's discretion to act outside their terms where the circumstances demand it. An employer cannot rely on compliance with its internal policies to avoid its duty of care in vulnerable situations.

Medical documentation requirements

In essence, the School's position was that, unless an employee produced a document titled "medical certificate", issued by her primary physician and carrying well-defined and mandatory directives, the School was not obliged to accept that she had genuine needs or vulnerabilities capable of heightening the practical demands of its duty of care. Without documentation of that precise form and character, any accommodation extended in response to the Employee's needs would be a matter of goodwill and revocable at will. The ECT found that this approach informed and distorted the School's entire understanding of its duty, when the duty should have shaped the policy, not the reverse.

The ECT held that it was not open to an ordinarily prudent employer to conclude, as the School's human resources manager had done, that the Employee was "fit for work without restrictions from a medical perspective". Such a conclusion was contradicted by the documented medical advice of three separate healthcare professionals. It was also beside the point whether that advice took the form of a medical certificate, was couched in recommendatory rather than mandatory language, or came from an occupational therapist rather than a medical doctor. An ordinarily prudent employer cannot ignore a medical opinion due to its form or source. The ECT observed that "[n]o rational and reasonable employer requires a doctor to draft an operational manual of mandatory directives before it can form a view as to what the health and safety of its own employee reasonably demands".

In particular, the ECT took issue with how the employer had reached out to “clarify” the FFW doctor’s recommendations, which were effectively efforts at pressing the doctor to retract his recommendation to fit the School’s operational position. The ECT also found untenable the School’s argument that the doctor’s memorandum recommending light duty was inadequate because it came “without a definition or a duration”, given the clear evidence provided regarding the Employee’s condition.

Breach of implied term of mutual trust and confidence

The implied term of mutual trust and confidence prohibits either party to an employment contract, without reasonable and proper cause, from conducting itself in a manner calculated and likely to destroy or seriously damage the relationship of confidence and trust between employer and employee. As health is the very foundation of an employee’s ability to work, a breach of the employer’s duty to take reasonable care of its employee’s health and safety will necessarily also constitute a breach of the implied term of mutual trust and confidence.

For similar reasons as above, the ECT found that the School had also breached the implied term of mutual trust and confidence. A persistent failure to take reasonable care of a medically vulnerable employee undermines an essential aspect of the employment relationship.

Forced resignation – no practical alternatives

Under Section 2(1) of the EA, the statutory definition of “dismiss” includes the concept of constructive dismissal, that is, a resignation which the employee shows was not voluntary but was forced by the employer’s conduct. The ECT opined that this did not require that the employee be deprived of the physical and psychological capacity to do anything else other than resign. It also did not require that there be no other course of action available to the employee. The ECT took the view that the test turns on voluntariness — where the employer’s conduct leaves the employee with no practical alternative but to resign. That is assessed objectively, having regard to the employee’s particular situation. On the facts, the ECT found that the Employee’s resignation was not voluntary and she was forced to resign due to the School’s course of conduct from the 7 October 2025 meeting onwards.

Just cause or excuse

In relation to dismissals on the ground of an employee’s medical condition, the ECT held that, while such a dismissal may constitute just cause or excuse, whether that threshold is reached depends on the facts of each case. An employer considering dismissal on medical grounds should approach this issue with care, sensitivity and respect for the employee. The employer should first conduct a reasonable inquiry (including consulting the employee) into the employee’s actual medical condition and its likely duration, its effect on the employee’s ability to perform his/her role, the employer’s operational requirements, the availability of alternative roles or arrangements suited to the employee’s condition, and whether adjustments or accommodations can reasonably be made.

Compensation awarded

The ECT found in favour of the Employee and awarded her \$20,000 in full (being the limit of the ECT’s jurisdiction), comprising \$15,240 (being three months’ salary) for loss of income as the Employee reasonably remained unemployed to focus on recovery, and \$4,760 for harm suffered.

Key Takeaways

This decision highlights the following:

- **Employer's duty of care to employees' health and safety varies from case to case:** Each employee's situation is different. An employer must reasonably investigate, consider, and respond to matters of health and safety drawn to its attention. The starting point is to have genuine engagement with the employee on his/her needs and constraints, and not insist upon a one-size-fits-all application of policies across all employees, regardless of circumstances.
- **Internal policies cannot fetter the duty of care:** Policies must yield to the employer's duty of care. They cannot override an employer's obligation to discharge such a duty where an employee's health and safety require.
- **Honour and respect medical advice or documentation provided by employees:** Unless there is evidence to suggest otherwise, employers should regard the medical documentation provided by their employees as credible. Employers should not doubt validly issued medical advice, memoranda or certifications, or prefer one diagnosis over another.
- **Reasonable inquiry and consultation before a dismissal decision on medical-related grounds:** While dismissal on the ground of an employee's medical condition and needs may certainly constitute "just cause or excuse" under Section 14(2), whether that threshold is satisfied would ultimately depend on the facts. Before deciding whether dismissing an employee is warranted on medical-related grounds, employers ought to undertake a reasonable inquiry into the relevant considerations, including the employee's medical condition, the impact on the employee's ability to perform his/her role, the employer's operational requirements, the availability of alternative roles or arrangements, and whether adjustments or accommodations can reasonably be made. For such an inquiry to be meaningful, the employee should also be consulted for his/her views.

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