

**IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE**

**[2026] SGECT 3**

Employment Claims Tribunals — Claim Nos 10265 and 10268 of 2025

Between

JIF

*... Claimant*

And

JIG

*... Respondent*

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**GROUNDS OF DECISION**

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[Employment Law — Benefits — Share options]  
[Employment Law — Benefits — Retrenchment]  
[Employment Law — Termination — Dismissal]

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**JIF  
v  
JIG**

**[2026] SGECT 3**

Employment Claims Tribunals — Claim Nos 10265 and 10268 of 2025  
Tribunal Magistrate Jared Kang Chern Wey  
28 July, 19 August 2025, 1 July 2026

1 July 2026

**Tribunal Magistrate Jared Kang Chern Wey:**

1 The claimant brought two related claims in the Employment Claims Tribunals (“ECT”). In ECT/10265/2025, he claimed an alleged retrenchment benefit equivalent to one month’s salary and a payment said to arise from his employee share options. In ECT/10268/2025, he alleged dismissal without just cause or excuse under s 14(2) of the Employment Act 1968 (“EA”) and sought reinstatement or, alternatively, compensation. I heard the parties on 28 July 2025. After considering the parties’ respective cases, the documents placed before me, and the oral evidence given, I dismissed both claims, explaining my reasons briefly in an oral judgment on 19 August 2025. These written grounds set out my reasons in full. I consider it appropriate to issue fuller reasons because the case had engaged a relatively interesting point of statutory construction: the meaning and effect of s 45 of the EA.

## Background

2 For clarity, I include here only the salient undisputed or objective facts in chronological order. I have omitted matters that were either contested or which required evaluative findings as part of my decision. This section therefore provides the neutral factual backdrop against which I will later summarise the parties' cases, frame the facts that were in dispute, and state the issues that called for determination.

3 The respondent ("VPL") is a company within [*group's name redacted*]; its immediate parent is [*parent company's name redacted*]. VPL's portfolio business is branded "[*brand name redacted*]", a working-capital and trade-finance solutions platform. The claimant ("Mr C") had commenced employment with VPL as "HR Lead" pursuant to a contract dated 2 November 2022. His employment started shortly thereafter. The contract had provided, among other things, for a two-month notice period and for discretionary variable compensation deliverable in cash or share options, subject to applicable plan rules and policies. On 13 December 2023, he had been granted 7,335 nil-cost share options under the VPL Incentive Plan, scheduled to vest in three equal annual tranches on 31 December 2024, 2025, and 2026.

4 The salient background to the parties' dispute begins on 1 August 2024. At 8:05am, VPL's Deputy Chief Executive Officer ("DCEO") emailed Mr C (copying the CEO). The DCEO proposed mid-year remuneration adjustments for six identified employees of VPL, and also named a seventh for possible adjustment later on, after an ongoing HR inquiry. The adjustments were intended to take effect the same day and included both base-salary revisions as well as additional awards under the respondent's employee share option plan

(“ESOP”). The DCEO described this as a “retention strategy”, asked Mr C to re-check the figures, and to prepare the adjustment letters.

5 That same day, at 4:26pm, Mr C replied with a consolidated table and reminded management that mid-year ESOP awards required VPL to engage with and seek the approval of the group’s Performance, Reward and Benefits team (“PRB”). At 4:52pm, the CEO told Mr C to “inform and update” PRB and, if PRB objected to the mid-year ESOP awards, to proceed “only with base fixed adjustments”. At 6:26pm, the DCEO then asked that letters be ready by the next day. In parallel, Mr C contacted PRB. Still on the same day, at 5:10pm, he emailed Mr PRB1 and Ms PRB2 (copying Ms PRB3) with the six names, the proposed base-salary adjustments, the proposed ESOP awards, and asked for their comments. At 5:28pm, Ms PRB3 asked for each person’s current salary and total ESOP holdings; at 5:36pm, Mr C sent those numbers.

6 The next day, 2 August, at 10:41am, on the internal thread, the DCEO asked Mr C to send salary letters to him for signing, and noted that, if PRB opposed the proposed mid-year ESOP awards, salary could be adjusted first. At 12:24pm, on the PRB thread (which did not include the CEO or DCEO), Mr PRB1 sent preliminary views: he observed that the proposed salary increases and ESOP awards were material; questioned what was triggering the proposal; advised deferring adjustments to the end of the year and calibrating them to ensure internal parity; and proposed a call to discuss the matter. Mr C then forwarded Mr PRB1’s email to the CEO and DCEO, asking if either one of them was available for the call with Mr PRB1.

7 On 5 August 2024, both threads continued. At 11:38am (internal thread), Mr C sent the salary adjustment documents to the DCEO “for e-signature”. At 1:12pm, he then sent Mr PRB1 (copying Ms PRB3) a further email in a fresh

PRB thread, stating that management intended to revise the salary figures for selected staff and that ESOP would be deferred and reviewed at the year-end cycle. At 5:06pm, Ms PRB3 replied with PRB’s consolidated view: that off-cycle pay rises should be exceptional; that ESOP awards were Board-reserved; that the proposed increases were significant; and that PRB “strongly advise[d]” deferring both salary adjustments as well as any ESOP awards to the end of the year, unless there was a tightly evidenced case that they were needed for retention. Later, on the internal thread, at 7:29pm the DCEO asked if materials had gone to PRB; at 7:37pm the CEO said he had spoken with Mr J (a board member in both VPL and its parent company), and at 9:18pm Mr J replied that the matter should be taken up “in [VPL]” rather than over email.

8 There was no undisputed or objective evidence before me as to what Mr J’s position was *vis-à-vis* the proposed mid-year salary adjustments and further ESOP awards in the face of PRB’s non-support. The respondent’s sole witness, Ms G—who testified in her capacity as an employee of VPL’s parent company; specifically, a “Human Resources Business Partner”—gave evidence that Mr J had not supported the adjustments on account of VPL not doing well financially. This was likely the case as, ultimately, no *mid-year* adjustments were made, and there was no dispute that *both* the proposed salary adjustments and further ESOP awards—which the CEO and DCEO of VPL had wanted to take immediate effect from 1 August 2024—were deferred until the end of the year.

9 Jumping ahead, as the next series of events salient to the parties’ dispute started in late September 2024: on 23 September, VPL had prepared a “Redundancy Business Case” relating to HR resourcing. On 9 October 2024, the respondent’s DCEO met Mr C and issued a “Notice of risk of redundancy”. The document stated that Mr C’s role was “at risk of redundancy”, commenced

a two-week consultation period, invited him to raise proposals, and fixed a further discussion for the week beginning 16 October 2024. It also recorded that, absent redeployment, VPL intended to confirm redundancy and commence two months' notice on 23 October 2024, with salary and benefits continuing in the interim.

10 On 10 October 2024, Mr C had filed a formal Speak Up report on the group portal. The filing had identified him as a current employee and had raised three strands of concern. First, he had alleged favouritism in the proposed mid-year salary and ESOP adjustments for a small group of employees, said to depart from established PRB governance standards. Second, he had alleged policy non-compliance, pointing to the August 2024 emails and spreadsheets he had sent to PRB and attaching those materials to his report. Third, he had raised a retaliation concern: he had stated that, after he had challenged or questioned the proposed adjustments with PRB between 1 and 5 August 2024, he was informed on 9 October 2024 that his role was “at risk of redundancy”, which he believed was linked to his escalation. The portal had routed Mr C’s filing to VPL’s parent company’s Speak Up team, with the Employee Relations (“ER”) team to conduct the necessary follow-up.

11 Separately, but at around the same time, Mr C had gone on medical leave in October, overlapping the consultation window that had opened on 9 October and which was slated to close on 23 October. It was during this period that steps were supposed to be taken to find an alternative role for Mr C within the group, if possible. It was not disputed, however, that the human resources team of VPL’s parent company had slipped up in this regard. Ms G gave evidence that she had instructed the relevant team to share a list of available roles with Mr C, but candidly admitted that no such list had even been sent. Ms G explained that this was the result of an inadvertent slip-up and further testified that, in any case,

there were no suitable alternative roles for Mr C. Whether this was true or not, there was no dispute that Mr C was not told of any alternative roles (or lack thereof) and, therefore, did not have an opportunity to either opt for an alternative role (supposing there were any) or to probe the non-existence of alternatives.

12 Given the foregoing, Mr C was not redeployed to an alternative role and, on 23 October, VPL issued him a Notice of Redundancy. The notice stated that Mr C's role was no longer required and gave him two months' notice of his termination starting 23 October, ending 23 December. It released him from duties with immediate effect (*ie*, gardening leave), reminded him of confidentiality and return-of-property obligations, and identified exit payments: outstanding salary; payment in lieu of accrued but untaken leave (if any); and a severance payment of \$16,000. It had also stated that variable compensation for performance year 2024 would not be paid. In connection with the issuance of the 23 October notice, it bears noting two points. First, although Mr C had—by this time—received notice of his termination, the formal Speak Up process initiated on 10 October continued in parallel. Second, there was no dispute that VPL did not comply with the timeframe for notifying the Ministry of Manpower (“MOM”) of Mr C's redundancy—that timeframe being that stipulated in the Employment (Retrenchment Reporting) Notification 2019 (“2019 Notification”) (read with s 96A of the EA) (also see the *Tripartite Guidelines on Mandatory Retrenchment Notifications* (1 November 2021) (“TGMRN”).

13 Subsequently, on 30 October 2024 at 3:44pm, Mr C sent an email requesting that his last working day be changed to 31 December 2024 because he remained on certified medical leave and would need time for handover. He had asked that handover and exit-related processes be aligned accordingly and had sought confirmation of systems and payroll adjustments. On 5 November

2024 at 1:01pm, VPL’s CEO issued a staff-wide announcement stating that Mr C had “decided to leave [VPL] to pursue other opportunities”; that his last day would be at the end of December 2024. This email also introduced Ms G from VPL’s parent company as the individual who would be providing interim HR support “to ensure a smooth transition”. On 7 November 2024, the DCEO confirmed that VPL would treat 31 December 2024 as Mr C’s last day for payroll, access, and off-boarding purposes.

14 During November 2024, whilst Mr C was on gardening leave, routine administrative messages had been exchanged with him about his contactability and the steps needed for his handover. The parties’ documents included brief emails and WhatsApp messages from the CEO and DCEO to Mr C seeking updates and arranging logistics during the period that he was away on medical leave. Around 11 December 2024, an Outlook non-delivery report had shown that an internal message from Mr C could not be delivered due to a mail-flow rule labelled “Garden Leave”, indicating that access controls consistent with off-boarding had already been applied, notwithstanding the fact that Mr C was still an employee at this time.

15 Eventually, on 31 December 2024, consistent with the extension granted on 7 November, Mr C’s employment with VPL ended. It was not disputed that Mr C was paid his salary for the period of 23 October to 31 December in full and, further, that he received an additional \$16,560 on 9 January 2025 described as “severance pay”. This represented two weeks of Mr C’s salary per year of service (he worked just over two years), and had been forecasted in his 23 October Notice of Redundancy.

16 At some point, the ER team looking into Mr C’s Speak Up complaint also concluded its investigation and prepared its report. The team had reviewed

Mr C's supporting materials, considered the Redundancy Business Case dated 23 September 2024, the subsequent "at-risk" and redundancy letters, and interviewed relevant personnel. On the favouritism/policy limb of Mr C's complaint, it noted that the mid-year salary and ESOP proposals were not implemented, and that PRB had directed any movement to the year-end cycle. On retaliation, it recorded that the redundancy process (including the 23 September business case and the 9 October "at-risk" letter) pre-dated Mr C's 10 October filing and that the available evidence did not show a causal link between the report and the decision to remove the role. It therefore concluded that retaliation was not substantiated, recommended feedback and process reminders, and did not identify conduct issues warranting disciplinary action.

### **The claimant's case**

17 As stated at the outset, Mr C's claim in ECT/10265/2025 comprised two parts. In respect of the first, he contended that VPL underpaid his retrenchment benefit. On his case, the group's redundancy materials provided for one month's base salary per completed year of service, and he had received only two weeks per year. He relied on internal standards and process documents said to reflect that practice, and asserted VPL had previously paid one month per year in other redundancies he administered as the company's HR Lead. He thus sought the shortfall. In the second part, Mr C sought a payment he averred arose from his employee share options (ESOPs). He contended that he was a "good leaver" and that—with his last day extended to 31 December 2024—he should have received the first vesting tranche on that date; alternatively, he sought compensation for those shares at a fair value. In support of this part of his claim, Mr C principally cited the option materials.

18 In respect of his claim in ECT/10268/2025 under s 14(2) of the EA, his case rested on a retaliation thesis. He said he had made a protected disclosure when, between 1 and 5 August 2024, he emailed the PRB team about the proposed mid-year salary and ESOP adjustments—characterising those PRB emails as his “Speak Up” escalation—and that the matter had reached board level (5 August). Yet, within two months, he was placed “at risk of redundancy” (9 October) and then given notice for redundancy (23 October). He argued the redundancy reason was false because his HR function continued; consultation and redeployment efforts were not genuinely undertaken; and he was placed on gardening leave in a way that impeded his ability to respond (referring, for example, to the mail-flow rule described at [14] above). In support of this claim, Mr C relied on numerous things, including: emails said to evidence that his HR function continued to exist; his “Speak Up” emails (see [4]–[8] and [10] above); an internal VPL document titled “Redundancy Standard”; the fact that VPL failed to comply with the notification timeline in the *TGMRN*; and the *Tripartite Guidelines on Wrongful Dismissal* (Govt Gazette, Electronic Ed, 23 Jul 2024) (“*TGWD*”) (particularly, illustrations 8 and 9). In terms of remedies, he sought reinstatement to his role as HR Lead; alternatively, compensation.

### **The respondent’s case**

19 In response to ECT/10268/2025, VPL’s case was that Mr C was lawfully terminated by reason of redundancy with contractual notice. Although VPL accepted that the functions that had been performed by Mr C were not being made obsolete in the sense one might imagine when thinking of the term “redundancy”, it explained that the “HR Lead” role occupied by Mr C was being substantially transformed. This was because of changes at the organisational level that required the new occupant of the role to have “change-management” competencies that could support the organisation’s wider strategic initiatives.

The largely operational work that Mr C performed could be taken over by Mr C's subordinate in the HR team, Ms HRE, whilst the transformation and change-management work would be taken on by Ms G on secondment from VPL's parent company on a part-time basis until a suitable replacement candidate could be hired. On this explanation, VPL was thus taking the case that this was not a like-for-like backfill of Mr C's "HR Lead" role. Rather, VPL intended to recruit a candidate with change-management credentials that Mr C did not have.

20 In support of its case (and in refutation of Mr C's), VPL principally relied on the sequence of events: the Redundancy Business Case was dated 23 September 2024; the "at-risk" letter was issued 9 October 2024; Mr C's Speak Up filing was 10 October 2024; and notice of redundancy was given 23 October 2024. Mr C's thesis that the redundancy was retaliation against his Speak Up report therefore did not follow. As to Mr C's characterisation of the exchanges in August 2024 (see [4]–[8] above), VPL's position was that nothing improper had occurred. The August exchanges showed, at most, routine management proposals that were subject to PRB governance. PRB then advised that both the mid-year salary increases and ESOP awards be deferred to the end of the year, and that advice was followed. Mr C's outreach to PRB was not, in VPL's submission, a "protected disclosure" uncovering wrongdoing but simply Mr C fulfilling his role as the company's HR Lead.

21 In response to ECT/10265/2025, VPL also denied liability. On the retrenchment-benefit limb, it said that there was no statutory entitlement to "one month per year" and Mr C also did not have a contractual right to that effect. The internal redundancy standards and process notes were non-contractual guidance and expressly subject to management approval and budget. VPL's practice, it said, was two weeks' salary per completed year of service, and the sum paid to Mr C was consistent with that practice. On the ESOP limb of Mr C's

claim, VPL relied on Mr C’s contract of employment as well as the relevant incentive plan which provided that vesting required the employee to be in active employment and not serving notice on the vesting date. Mr C was on notice as at 31 December 2024 and, as such, according to the relevant contractual provisions, VPL had the discretion to determine whether to allow the first tranche of Mr C’s ESOPs to, nevertheless, vest. VPL exercised this discretion against Mr C and, accordingly, no ESOP vesting—or correlative payment—was due.

### **Preliminary issues**

22 Before turning to the issues arising from the parties’ cases and the merits thereof, I deal with three preliminary matters.

#### ***Objections raised by the claimant***

23 First, before the matter came on for trial, Mr C filed three letters setting out procedural objections in some detail.

(a) In his first letter filed on 26 May 2025, he objected to VPL’s late service of a 19 May 2025 “letter of demand” (issued by Drew & Napier LLC) close to a hearing date, and asked that such correspondence be disregarded and filing timelines strictly enforced.

(b) In his second letter filed on 7 June, he contended that VPL had engaged “legal support” after the filing deadline of 5 June and complained that the witness statement filed by VPL as well as its written materials (filed on 6 June) were drafted in a lawyerly style inconsistent, he said, with the ECT’s self-representation scheme; he invited that those materials be struck out or disregarded.

(c) In a third letter also filed on 7 June, he repeated the concern about “outsourced” legal assistance, asked that the Registrar confirm whether external counsel had in fact been engaged, and requested directions barring any new or amended respondent filings after the 5 June deadline, or else that they be excluded at the hearing.

24 These objections were taken up at the case management conference on 16 June 2025. The assistant registrar (“AR”) clarified that the filing deadline set by the Registry was 6 June (not 5 June), that VPL’s submissions fell within time, and that Mr C himself had filed further materials on 14 June. On the “legal support” point, the AR explained that while the ECT does not allow representation by a practising lawyer, there was no issue with a party obtaining legal advice or assistance in preparing its case.

25 Although—given the AR’s directions—these objections that Mr C had raised were no longer live, given their character, some remarks are nevertheless useful to disabuse Mr C of any misconceptions as to process.

(a) First, I had full regard to VPL’s materials. Their admissibility turned on relevance, and their presentation—whether legalistic or not—had nothing to do with that question.

(b) Second, even if Mr C had been right about the deadline and VPL had filed a day late, that would hardly have furnished a principled basis to exclude or disregard the material. Deadlines matter, but they are not to be enforced blindly. His 7 June letters did not identify any concrete prejudice arising from the supposed delay. Parties who wish to press such objections should, at a minimum (apart from ensuring they have the correct timeline), be able to explain the specific prejudice suffered (for example, insufficient time to respond, wasted time, needing to take

additional absences from work, *etc*). They should also consider whether the proportionate remedy is an extension of time or modest costs, rather than exclusion.

(c) Third, on the objection Mr C took to “legal support”, the law prohibits representation by engaged external counsel before ECT (see s 19(1)(b) of the Employment Claims Act 2016 (“ECA”). It does not bar a corporate party from being represented by its own employee, even if legally trained, nor from obtaining legal advice or assistance in the background. The ECT’s design is to minimise cost and imbalance, not to eliminate them entirely. Indeed, it would likely be impossible for imbalance to be avoided *in toto* in any case seeing as how the tribunal’s job is resolving legal disputes between employees and employers, a relationship fundamentally characterised by at least some amount of imbalance (one could make reference to Kahn-Freund’s work for this, but, in our present time, this seems a trite social fact). Given this, the policy line to minimise that imbalance as far as disputes before the ECT are concerned simply needs to be drawn *somewhere*, and Parliament chose to draw the line at engaged counsel. Mr C may take objection to that policy choice, but that would not be an issue that can be taken up in the ECT. Therefore, his objection, even if not entirely misconceived in substance, was misplaced.

### ***Objections raised by the respondent***

26 Second, VPL also filed objection letters and, in their case, there were two. In its first letter dated 21 May 2025, it objected to Mr C’s filings of: (a) a letter of demand titled “Breach of Confidentiality”; and (b) a letter marked “without prejudice save as to costs” and asked that both be expunged from the record, or else disregarded, on grounds of either confidentiality or without-

prejudice privilege. In its second letter dated 19 June 2025, VPL essentially reserved its position in relation to Mr C’s late 14 June filings (see [24] above). Although, at the case management conference on 16 June, VPL had sought time to review the late materials and consider whether to file additional evidence or amend its witness statement, it ultimately chose not to do so and instead lodged the 19 June letter formally reserving its right to object to admissibility and to respond at the hearing.

27 As to the two documents impugned in VPL’s first letter, I reached the following views. The Drew & Napier letter of demand was entirely irrelevant to these proceedings: whether Mr C had breached obligations of confidentiality lies outside the ECT’s jurisdiction. I therefore disregarded it entirely for irrelevance. The letter marked “without prejudice save as to costs” was also disregarded, but for a different and simpler reason: without-prejudice privilege, which has express statutory footing in s 23(1)(a) of the Evidence Act 1893, and nothing in these proceedings displaced it.

28 As for VPL’s second letter, it did not pursue any substantive follow-up before me at trial. I therefore considered Mr C’s late-filed materials. In any event, my remarks at [25(b)] would have applied equally to VPL: exclusion would have been a disproportionate response. Had VPL pressed the point, I would likely have granted an opportunity to file a written reply (apart from the oral reply it was free to make at the hearing on 28 July, more than a month after the 14 June filings, which afforded adequate time to prepare a response). However, as VPL did not take up the need for a written reply, I say nothing more of the matter.

***The claimant's application to summon Ms HRE***

29 Third, Mr C applied for a summons to witness to compel the attendance of his former subordinate, Ms HRE (*cf*[19] above). In support of his application, Mr C submitted that Ms HRE was centrally placed and could give evidence on three fronts. One, he said she straddled employee relations and redundancy execution, and so had “direct visibility” over the contemporaneous whistle-blowing review and the consideration of his role for redundancy. She could confirm whether there were internal discussions linking his escalation to the redundancy proposal and whether anti-retaliation safeguards were observed. Two, he argued she was (or later became) the policy-owner for redundancy, and was thus uniquely able to speak to intended safeguards (criteria, redeployment, consultation) versus the process actually followed, as well as any selection matrix used and the redistribution of his duties. Three, he said she could clarify payout computation and the availability of any “Redundancy Support Package”. He also sought a direction for her to produce contemporaneous HR materials relevant to his claim.

30 VPL opposed the application. It submitted that the HR restructuring and decision to remove the “HR Lead” role were led at leadership level (CEO and senior HR from the parent company), with Ms HRE—then reporting to Mr C—outside those discussions; she therefore had no personal knowledge of the decision-making. It further argued that “policy ownership” sits with functions, not individuals, and Ms G could address policy and process from her current role. Ms HRE’s evidence in this regard would therefore be duplicative and unnecessary. VPL also said Ms HRE’s role in relation to any whistle-blowing issues was concerned with the “POSH (Prevention of Sexual Harassment) framework” in their India office, not the group’s separate Speak Up channel, to which Ms HRE had no access. Finally, it characterised the application as a

fishing expedition for further documents, an improper use of the subpoena process that would waste time and resources.

31 After hearing from the parties at trial, I declined the application. The question I asked myself was whether Ms HRE’s evidence was necessary and materially probative. On the policy and process aspects, the best evidence was already before me in the form of the written policies, the redundancy paperwork, and the emails. Those documents speak for themselves. Calling a further HR witness to give her understanding of what the policies “meant” would add little and risk turning the hearing into a debate about interpretation rather than fact. To the extent clarification on policy or process was needed, Ms G was available to address it and did so. I therefore did not consider that Ms HRE’s evidence on policy content, selection criteria, consultation steps, or payout computation was necessary for a fair resolution of the issues.

32 As regards Mr C’s retaliation thesis, I was likewise not persuaded that Ms HRE could assist in any material way. The determinative questions were whether the contemporaneous record tied Mr C’s August engagement with PRB to the subsequent “at-risk” and notice steps, and whether there was any documentary basis for a causal link. Those matters turn on the chronology and the documents—the business case, the letters, and the emails—rather than on a subordinate’s impressions. Ms HRE was not a decision-maker on the redundancy and had no role in the Group’s Speak Up investigation. Any evidence she could give on “what was really happening” would necessarily be second-hand. In contrast, the key points on redeployment and consultation were already covered in the written record.

33 Finally, although it is obvious that judicial proceedings need to accord parties a fair opportunity to present and support their cases, this is not a blanket

justification to bring in any witness or to seek any document that the party personally believes relevant or material. Relevance and materiality must be demonstrated, at least on a *prima facie* basis, and when such demonstration is lacking (as it was in this case), the general consideration of “fairness” can only take that party so far. At that point, judicial bodies—especially judicial tribunals like the ECT which have, as a central mission, the “expeditious resolution” of employment disputes (see long title of the ECA)—need to balance the need for “fairness” against other considerations such as proportionality and efficient case management. Given the weakness of the arguments advanced in support of summoning Ms HRE, I was of the view that adding her as a witness would have achieved little other than to prolong the hearing without advancing the issues requiring determination.

### **The issues**

34 With the preliminary issues addressed, I now turn to the substance of the dispute that was before me. The issues for determination were threefold, corresponding to Mr C’s two claims.

(a) First, under s 14(2) of the EA, whether Mr C had been dismissed “without just cause or excuse”. Given the specific framing of Mr C’s case, this issue principally required me to consider whether he had indeed been dismissed on a retaliatory basis and, therefore, whether the reason of redundancy given by VPL was genuine.

(b) Second, on Mr C’s retrenchment-benefit claim, the issue was whether any such benefit was payable to him at law. This required an analysis of: (i) the meaning and effect of s 45 of the EA; (ii) whether the contract, any policy or practice *obliged* VPL to pay “one month per

year”; and (iii) if so, what quantum was due beyond the \$16,560 that VPL had already paid Mr C.

(c) Third, on Mr C’s claim relating to the first tranche of his unvested ESOPs, the issue was whether Mr C was entitled to the vesting of the first tranche on 31 December 2024 (or a cash equivalent). This issue required consideration of the plan rules, “good-leaver” provisions, notice status, and any relevant discretions.

35 I address the issues in turn.

#### **Whether the claimant’s dismissal was retaliatory**

36 The starting point for the first issue was the burden of proof. Section 27(2) of the ECA allocates that burden by reference to how the employment ended. Where an employer summarily dismisses an employee under s 14(1) of the EA and the employee brings a s 14(2) claim, the employer must prove “just cause or excuse” (s 27(2)(a) of the ECA). Where the dismissal is *with notice*, the burden shifts to the employer only if the notice is given “on the ground” of poor performance or misconduct (s 27(2)(b) of the ECA). This case concerned a with-notice dismissal expressly grounded in redundancy. Redundancy is neither poor performance nor misconduct and Parliament did not provide for a burden-shift in such cases. The legal burden therefore rested on Mr C to prove, on a balance of probabilities, that he had been dismissed “without just cause or excuse”—in substance, that the redundancy reason was not genuine or that retaliation materially operated on the decision.

37 As I have described at [18] above, Mr C’s thesis was straightforward. He said that between 1 and 5 August 2024 he escalated the CEO and DCEO’s proposals for mid-year salary and ESOP adjustments to the PRB team (his

“Speak Up” emails) and that this displeased leadership. Within two months, he was notified that he was “at risk” of redundancy (9 October); no genuine efforts to redeploy him were undertaken; and, thereafter, he was given notice of his termination on apparent grounds of redundancy (23 October). He relied chiefly on timing, the fact that HR work continued with others, the 5 November staff note stating he had “decided to leave”, the mail-flow rule applied during garden leave, and the ER team’s later suggestion that governance reminders be issued. On these grounds, he invited me to infer that “redundancy” was a label masking retaliation for the August escalation (and, subsequently, his 10 October portal filing).

38 After careful consideration, I did not accept Mr C’s characterisation of the August exchanges as protected “Speak Up” disclosures. The 1 August 4:26pm email was, in substance, a reminder to management that PRB approval was required and that board consent would be needed for any off-cycle ESOP awards. At 4:52pm, the CEO expressly instructed Mr C to inform PRB that the ESOP proposal was a retention measure and, if PRB objected, to proceed with salary only. Mr C then did precisely that. The resistance that followed came from PRB (see [6]–[7] above), not from Mr C. On the documents, he merely acted as the conduit expected of an HR lead within the prevailing governance framework; the notion that he was “speaking up” against wrongdoing in August was thus not borne out by the contemporaneous record.

39 Nor was there evidence that Mr C made any undisclosed allegation to PRB in August of the sort later articulated in his 10 October portal filing (*cf* [10] above). The exchanges he relied on were on threads known to the CEO and DCEO, and there was nothing in Mr C’s emails to PRB that was in the nature of whistle-blowing against either the CEO or DCEO to which either might conceivably have taken offence. In context, Mr C was conveying management’s

proposal to PRB and relaying PRB's feedback to management. If indeed the CEO and DCEO had been frustrated that their proposal could not proceed, that frustration would rationally have been directed at the members of PRB (Ms PRB3 and Mr PRB1) who opposed their proposal, rather than at Mr C, who was merely the messenger who facilitated the process that was required by policy.

40 Timing did not assist Mr C either. Even on Mr C's best case, the August exchanges preceded the "at risk" step by some two months. Although two months was not an inordinately long time, it was enough to cast doubt on Mr C's retaliation thesis since it required me to infer that the CEO, DCEO, or both were—during that entire time—working on their vengeful machinations to get rid of Mr C. This was hard to believe. Moreover, Mr C's case theory also strained commercial logic. If management had wished to remove Mr C out of pique, a straightforward termination with notice—or salary in lieu—was available and would have attracted less scrutiny and cost. Instead, VPL embarked on a redundancy process and paid a severance sum (see [15] above). Mr C's explanation for why VPL would have chosen this path—that a simple termination would have looked obviously retaliatory because of his August "Speak Up"—depended entirely on the August exchanges bearing that character. For the reasons already given, I found that they did not. And, once that premise fell away, the choice of dismissing Mr C on grounds of redundancy over the simpler route of contractual termination became inconsistent with his theory of a retaliatory motive.

41 Indeed, once Mr C's characterisation of the August exchanges as the protected "Speak Up" disclosures fell away, and he was left only with the formal "Speak Up" report filed on 10 October, his positive case of retaliation simply could not stand because of the objective sequence of events. Mr C attempted to resist this conclusion by suggesting that VPL's "Redundancy Business Case"

dated 23 September might have been backdated. However, this was unsupported by any basis. In any case, even on that hypothesis, the letter issued to him on 9 October informing him that he was “at risk” of redundancy still pre-dated his 10 October filing (see [9]–[10] above), and the 10 October filing thus—by simple chronology—could not have caused the decision to initiate considerations as to whether to render his role redundant.

42 In sum, Mr C’s positive case of retaliation relied almost entirely on inferring that conclusion from timing. However, he failed to establish the most fundamental basis needed for that inference to be made: namely, that the August exchanges were properly characterised as his protected “Speak Up” disclosures. Accordingly, on the balance of probabilities—bearing in mind that the burden of proof lay with Mr C (see [36] above)—I was not persuaded that the motive of retaliation at all operated on VPL’s mind when it took the decision to render Mr C’s HR role redundant.

43 I turn now to Mr C’s negative case: that the redundancy was not genuine because HR work continued and was taken up by others. I did not accept this either. Redundancy need not involve the wholesale disappearance of every task formerly performed by the incumbent. On VPL’s account (see [19]–[20] above), the “HR Lead” role was being reframed to emphasise change-management competencies to support wider organisational initiatives, with routine operational work able to be absorbed by Ms HRE and transitional oversight provided by Ms G pending recruitment. That explanation was coherent on its own terms and was not inconsistent with some ongoing HR administration after Mr C’s departure. Mr C’s assertion that “the HR function continued” proves only that HR work remained to be done; it does not, without more, show that VPL backfilled his role on a like-for-like basis or that the stated business rationale was a sham.

44 I acknowledge, however, that the process contained real defects. Ms G candidly accepted a lapse in redeployment efforts. The lapse was this: although she had instructed that a list of roles be shared with Mr C, no such list was in fact sent (see [11] above). VPL also missed the *TGMRN* notification timeline (see [12] above). These shortcomings warranted criticism and go some way towards explaining Mr C’s scepticism of the redundancy. However, in my view, they were not by themselves enough to establish that redundancy was a false reason. Indeed, it was difficult to reach such a conclusion without the existence of a positive explanation for why VPL might have proffered a false reason to dismiss Mr C. Since I did not accept Mr C’s retaliation thesis, and there was nothing else to fill that void, I found that the lapses spoke only to poor execution and did not reveal any ulterior motive.

45 Taking the evidence in the round, I was satisfied that VPL’s reason was redundancy, and that reason was genuine. The continuation of some HR tasks, the flaws in the consultation and redeployment process, as well as the delayed MOM notification were not—in my judgment—enough to displace that conclusion on the balance of probabilities. Mr C’s claim under s 14(2) of the EA therefore failed *in toto*.

#### **Whether the claimant was entitled to a retrenchment benefit**

46 The second issue depended on whether Mr C had a *legal right* to a retrenchment benefit. Emphasis must be placed on the phrase “legal right” because the payment of retrenchment benefits in Singapore is of a dual nature: of practice; and of right. Even if an employee has no strict “right” to a retrenchment benefit, it is common practice for such benefits to be negotiated between the employer and employee (sometimes with union assistance). Practice alone, however, is not necessarily generative of a legally enforceable

right, which was what Mr C needed to establish in order to attract an order of the tribunal compelling VPL to make such payment. There were two potential sources which could generate such a right in Mr C’s favour: statute and contract. I begin with the former which—as alluded to at the outset of these grounds—involved a curiously drafted provision: s 45 of the EA.

***A curious provision: Section 45 of the Employment Act 1968***

47 Section 45 has been in the EA in substantially the same form since the legislation was first enacted in 1968. Its original text read:

**Payment of retrenchment benefit**

**45.** No employee who has been in continuous service with an employer for less than *three years shall be* entitled to any retrenchment benefit *on the termination of his service* by the employer on the ground of redundancy or by reason of any reorganisation of the employer’s profession, business, trade or work.

Today, the provision reads:

**Payment of retrenchment benefit**

**45.** No employee who has been in continuous service with an employer for less than *2 years is* entitled to any retrenchment benefit *on his or her dismissal* on the ground of redundancy or by reason of any reorganisation of the employer’s profession, business, trade or work.

48 The intervening changes did not alter the provision’s basic structure. They reduced the threshold from three years to two, replaced “termination” with “dismissal” (a terminological shift brought about by the Employment (Amendment) Act 2008 (No 32 of 2008)), and modernised “shall be” to “is” (a Singapore-wide shift brought about with the publication of the 2020 Revised Editions of statutes).

49 This structure is striking because s 45 is framed entirely in the negative. It purports to withhold entitlement below a tenure threshold, yet it does not, in any express terms, seem to confer any entitlement above that threshold. It is not clear how this sits with the generally understood position in Singapore that there is no freestanding statutory right to a retrenchment benefit. That understanding is reflected in the *Tripartite Advisory on Managing Excess Manpower and Responsible Retrenchment* (20 January 2023) (“*TAMEMRR*”), which proceeds on the premise that an employee’s entitlement to a retrenchment benefit (and of what quantum) depends on what is provided in the employment contract or collective agreement with the employer (if any) and, failing those, is a matter for negotiation informed by norms. Good practice is encouraged, but there does not appear to be a general legal right to retrenchment benefits nor a general legal obligation to pay such benefits.

50 If this general understanding is right, that begs the question: what work does s 45 do? One possibility is that s 45 operates as a limit on contractual bargains: *ie*, even if an employer has promised retrenchment benefits for employees with, say, one year’s service, s 45 would negate that promise for those under two years. That reading would give s 45 an evident function but it is not an attractive one. It would mean Parliament chose to override outcomes of bipartite or tripartite negotiations that are more favourable to employees, with no clear policy explanation for doing so.

51 The other possibility is to say that the general understanding captured in the *TAMEMRR* is legally incorrect, and to regard s 45 as the negative half of a larger implied scheme of entitlement. On this view, there would be a positive half of s 45 which, although not written, exists by implication given the fact of the negative half. Put simply, the fact that s 45 expressly negatives the right of employees who have less than two years of continuous service to retrenchment

benefits must, by implication, mean that employees who have at least two years of continuous service have an entitlement to retrenchment benefits. If so, employees dismissed “on the ground of redundancy or by reason of any reorganisation of the employer’s profession, business, trade or work” would have a general statutory right to a retrenchment benefit, save that those with less than two years’ service are excluded. Read this way, the provision both delineates the class of dismissals to which the right attaches and sets a tenure threshold. That would render the provision internally coherent.

52     However, this latter reading of s 45 would be a radical departure from the long-settled understanding that retrenchment benefits are not mandated by statute. It would also pose immediate, serious difficulties in application. If the EA silently created a general entitlement to retrenchment benefits, how is that benefit to be quantified by the courts? Are courts to ascertain “industry norms” as matters of fact and evidence? Are the courts supposed to fashion some legal formulation to ascertain what would be a “reasonable” figure? Or, are the courts supposed to set normative benchmarks of their own? These are not peripheral questions. If Parliament really intended to generate such a right—be it in 1968 when it first enacted s 45, or over the years, depending on whether one subscribes to an originalist or living conception of statutory interpretation—one can reasonably expect that it would, at some point in the last five decades, have had something to say about its precise contents or at least the mechanisms for ascertaining such contents. That nothing of that sort has been appended to s 45 casts serious doubt—quite apart from the long-settled understanding already mentioned—that s 45 could be read to carry such meaning.

53     I was therefore of the view that s 45 should not be understood to generate any statutory entitlement to retrenchment benefits. The legal position set out in the *TAMEMRR* reflects the state of the law in Singapore: an employee’s

entitlement to any such benefit depends on rights derived from contract (or collective agreements) and this too was what Mr C needed to establish in order to succeed in his claim for an additional month's salary.

54 With all that being said, I will make one final observation. Whilst I was able to comfortably conclude that s 45 does not create an implied statutory entitlement to retrenchment benefits, that still left the question of what effect the provision has. In my review of the Parliamentary debates surrounding the provision and its subsequent amendments, I was not able to find any alternative answer. This still leaves us with the contract-curtailling interpretation (see [50] above) but, as explained, that is not a particularly satisfactory view. It is hard to see why Parliament would wish to prevent an employer from honouring a more generous contractual promise made to an employee with shorter service, particularly within a system that otherwise emphasises tripartite negotiation and flexibility. It would also trench on freedom of contract without any textual signal beyond the provision's negative phrasing. However, if we also reject this reading, then we may be forced to conclude that s 45 simply has no legal effect and Parliament—contrary to a fundamental canon of interpretation—legislated in vain. This is not implausible; even the most conscientious of Parliaments—and ours is definitely one—may inadvertently put (and leave) on the books provisions the purposes of which are not entirely clear. Indeed, this is part and parcel of governing a complex society with limited time and resources; suitable minds are not always available to probe and cure every administrative or legal oddity. As a consequence, it cannot be taken that those oddities are necessarily capable of rationalisation in some intellectually, structurally or otherwise satisfying way. That, simply put, may not always be possible.

55 Nevertheless, possible or not, this still leaves an unsatisfactory fork. Either s 45 serves little to no function (which would offend the presumption

against legislating in vain), or it operates to curtail contractual rights in a way that is difficult to justify. For the purposes of determining Mr C's claim, I did not need to deal with that somewhat unsightly fork. It was sufficient to conclude what s 45 does not do: it does not, on any tenable reading, create a general statutory entitlement to a retrenchment benefit in favour of employees with at least two years' continuous service.

***There was also no contractual entitlement to a retrenchment benefit***

56 This brings me to Mr C's contractual case. His essential contention was that VPL's own redundancy materials promised one month's salary per completed year of service and that he was therefore due eight weeks for slightly over two years' service, rather than the four weeks he received. He anchored this in an internal "Redundancy Standard" document, an appendix thereto, and a deck of slides that, he said, were applied in VPL's redundancy exercises. Specifically, he relied on an earlier redundancy he handled concerning a "Mr A", and averred that VPL's management had approved one month of salary per year of service under the same policy framework.

57 Unfortunately for Mr C, the immediate difficulty with his case was rather foundational. The very "Redundancy Standard" document on which he relied stated on its first page that "this standard *is non-contractual* and may be subject to amendment or change from time to time, if required by [VPL]." When taken to this clause at hearing, he accepted the text was present. He nonetheless described the standard as an "operational" one applied across the company. That characterisation, however, if anything underscores the point: an operational standard guides internal practice; it does not, without more, import terms into individual contracts.

58 Of course, I do not mean that labels are dispositive. A document proclaimed “non-contractual” can, in principle, become contractual by clear incorporation (for example, by being referenced in the offer letter as binding terms) or by unequivocal assurances that it governs the employment relationship as a matter of legal obligation. But Mr C advanced no coherent route of incorporation. He did not point to any clause in his contract importing the redundancy standard or its annexes; nor did he identify communications converting the guidance into a binding promise to him.

59 The appeal to practice and precedent was likewise inadequate. An employer’s past generosity in another case—such as the “Mr A” exercise—may be evidence of how the employer chooses to apply its policies; it is not, without more, evidence that the employer undertook a legal obligation to all employees to pay on the same basis. No estoppel or representation case was articulated with the requisite particulars (representation, reliance, detriment) either. What was put to me was essentially to the effect that “this is what we usually did”. Usage, however consistent, is not self-executing; it does not transubstantiate policy into contract. Mr C needed to furnish the bridge between practice and contract, but he did not do so.

60 For completeness, I also consider Mr C’s reliance on tripartite guidance in the *TAMEMRR*. While the advisory does encourage employers in Singapore to follow industry norms of paying retrenchment benefits, this did not assist Mr C. For one, advisories such as the *TAMEMRR* do not supply a cause of action or create private legal rights. And, as I explained (see [47]–[55] above), neither does s 45 of the EA. Moreover, even if the *TAMEMRR* were to be applied as if it created legal entitlement to retrenchment benefits, it states: “[t]he prevailing norm is to pay a retrenchment benefit varying between 2 weeks to one month salary per year of service, depending on the financial position of the company

and taking into consideration the industry norm”. Since Mr C did receive two weeks’ salary per year of service, it could not be said that he had—as he claimed—been underpaid in this regard.

61 Accordingly, in sum, Mr C did not identify any contractual source—whether express, incorporated, or promissory by representation—that obliged VPL to pay one month per completed year of service. The documents he relied on were expressly non-contractual; no clause in his contract imported them; no clear assurance converted them into binding terms; and no estoppel was articulated with the necessary elements. His recourse to practice likewise did not bridge the gap from policy to promise. There was therefore no contractual shortfall to order. And, accordingly, the retrenchment-benefit limb of Mr C’s claim failed.

#### **Whether the claimant was entitled to employee share options**

62 Lastly, I turn to the final aspect of Mr C’s case (the second part of his claim in ECT/10265/2025), which was for an order directing that VPL either: (a) honour the vesting of the first tranche of his ESOP award that was due to vest on 31 December 2024; or (b) pay him compensation in a sum equivalent to the fair market value of those shares.

63 The contractual architecture governing Mr C’s incentives was straightforward. His letter of appointment provided for variable compensation that was discretionary in nature and deliverable in cash or share options, subject to applicable plan rules. Those rules in turn governed grant, vesting, lapse and exercise. The award instrument subsequently issued to Mr C fixed three vesting tranches (31 December 2024, 2025 and 2026) but did so expressly “subject to the Rules”. Accordingly, though there was no dispute that Mr C had been granted certain share options (*ie*, ESOPs), the vesting of those shares was

contingent on the precise terms of *both* the plan rules as well as the terms of Mr C's employment contract. The relevant provisions from Mr C's contract are cll 7.2 and 7.4, which provided:

**7. Discretionary variable compensation**

...

7.2 Your Variable Compensation is entirely discretionary and will depend on a number of factors including but not limited to your performance, the performance of your team, the performance of the Company and your adherence to risk, control and conduct expectations. Any variable compensation will be subject to the Regulation of Variable Compensation Policy and Standard (including any deferral mechanism in cash or shared-based [*sic*] form if applicable) and any applicable plan rules as amended from time to time. The Company retains absolute discretion as to the amount of your Variable Compensation and reserves the right to make no award. Any award is not an indication of what you may receive in any other year.

...

7.4 Except as expressly provided in any applicable plan rules, your Variable Compensation in this clause is also subject to:

- (A) you being in employment on the date that any award is made; and
- (B) neither party having given notice to terminate your employment on the date that the award would have been made.

64 Against this backdrop, the question which arose was this: given that Mr C's last effective day of work was 31 December 2024 (see [13] above), and the first tranche of his ESOPs was slated to vest the same day, was Mr C entitled to receive those shares and, if he was, should VPL be ordered to vest those shares in him or pay him compensation equivalent to the fair market value of those shares? To answer this question, we need to begin with what the plan rules

provided for employees in Mr C's shoes: that is, employees who are in employment on the date on which shares are to vest, but who are serving out notice of their dismissal.

65 The plan rules addressed precisely this situation. They provided that, if a participant to the incentive scheme "ceases to be a[n] ... employee" for any reason other than death or dismissal for gross misconduct, then, the "Grantor" (referring to VPL) "shall, in its absolute discretion, determine whether and if so the terms and conditions upon which the Awards shall Vest (or if already Vested shall continue to be capable of being exercised) and the following shall apply:

- (a) for a Participant who is determined to be an eligible leaver by the Grantor:
  - in the case of cessation prior to the Normal Vesting Date, any:
    - (i) Award held by them shall Vest on the Normal Vesting Date and, in the case of an Option, be deemed to have been exercised on the first day of the Exercise Window immediately following such Normal Vesting Date and Rule 11.4 (*Leavers: reduction in number of Shares that Vest*) shall apply; and
  - in the case of cessation following the Normal Vesting Date, any:
    - (ii) Option held by them shall be deemed to have been exercised on the first day of the Exercise Window immediately following the date of such cessation; and
- (b) for a Participant who is determined to be an ineligible leaver by the Grantor, any Awards held by them shall lapse immediately on such cessation.

If a Participant ceases to be a director or employee of the Company, but continues to be a director or employee of the Group, the Grantor shall, in its absolute discretion, determine whether the Participant is an eligible leaver or ineligible leaver, in which case (a) or (b) above will apply, or is not a leaver in which case their Award shall continue on its terms.

66 Mr C’s case was that redundancy rendered him an “eligible leaver”, and that, because his vesting schedule fixed 31 December 2024 for the first tranche, vesting ought to have occurred on that date. He emphasised that he remained an employee through December (albeit on gardening leave) and urged that it would be unduly formalistic to deny vesting solely because he was serving notice. Alternatively, he asked that I order a cash payment reflecting the fair market value of the tranche, pointing to the plan’s references to “Market Value”. Finally, he argued that any plan or managerial discretion had to be exercised reasonably, in good faith, and not punitively, and that, on the facts, refusing vesting (or a cash equivalent) in his circumstances would not meet those standards.

67 VPL’s response was textual and direct. The award was contractual and, under cl 7.4 of Mr C’s employment contract, vesting on a scheduled date required the participant to be in active employment and not to be serving notice of termination unless VPL decided otherwise. Moreover, the certificate granting Mr C his ESOPs also expressly rendered the award “subject to the Rules”. Clause 11.3 of those rules similarly provided that where a participant to the incentive plan ceases to be an employee, VPL had the “absolute discretion” to determine whether any prior award should still vest. On VPL’s case, it exercised this discretion by deciding *not* to allow the first tranche of Mr C’s ESOPs to vest. For this, it relied on para 1(g) of the 23 October 2024 redundancy notice which stated that Mr C was “not eligible for any variable compensation award for the performance year 2024”. VPL submitted that this was a clear exercise of discretion consistent with both cl 7.4 of the employment contract and cl 11.3 of the plan rules.

68 After careful consideration, I accepted VPL’s submission that cll 7.2 and 7.4 of the parties’ employment contract and cl 11.3 of the plan rules conferred

on it the discretion to determine whether Mr C ought to be vested with the first tranche of his ESOPs notwithstanding that he had been given notice of his dismissal on 23 October 2024. On this footing, I also accepted VPL’s contention that, by para 1(g) of the redundancy notice, it had exercised its discretion *not* to allow the ESOPs to vest. Whilst the phrasing of para 1(g) was broad, it was not unintelligible and it conveyed a clear decision to withhold all variable pay for 2024, which would naturally include ESOP awards.

69 Once para 1(g) of the redundancy notice was properly understood as a discretionary decision to withhold from Mr C all variable pay for 2024, the question was not whether Mr C was an “eligible leaver” in the abstract (as he contended), but whether VPL’s decision was either irrational or had been taken in bad faith. The tribunal’s task in this context was supervisory, and it was not to undertake a *de novo* assessment of the issue on the merits. Put simply: I was concerned with rationality and good faith, not with substituting my view for that of VPL.

70 On this, the burden fell to Mr C to prove irrationality or bad faith. He did not do so. His primary thesis—that management retaliated against his August PRB escalation—had been rejected (see [36]–[45] above). That rejection removed the only plausible plank from which an inference of *mala fides* might have been drawn. Beyond Mr C’s personal dissatisfaction with the outcome, nothing concrete was offered by way of evidence to support the suggestions that: (a) the decision was so obviously illogical that no reasonable employer could have arrived at the same decision; or (b) that the discretion had been exercised for some ulterior purpose. In the absence of such material, there was simply no basis for me to reach the rather strong conclusion sought by Mr C: that VPL had acted irrationally or in bad faith.

71 Further, there was at least a rational basis on the record for withholding variable awards in 2024. Ms G’s evidence was that the business was not doing well financially (see [8] above). Earlier in the year, PRB also resisted off-cycle remuneration movements. These supply a potentially coherent commercial context in which an employer might decide not to vest or pay incentives at year-end for a departing employee serving notice. To be clear, I do not mean to say that I accept these to be the true reason(s) underlying VPL’s exercise of discretion. Again, the tribunal’s task was not to undertake that inquiry; it was to assess whether there were bases to believe that VPL’s exercise of discretion was irrational or had been taken in bad faith. However, against Mr C’s lack of evidence, the potential existence of such a rational basis further weakens an already weak case. Accordingly, for these reasons, Mr C’s ESOP claim (whether for an order that the shares be vested or for equivalent compensation) also failed.

### **Conclusion**

72 In sum, my orders were these. The s 14(2) claim (ECT/10268/2025) was dismissed. In ECT/10265/2025, the claim for an “additional month” retrenchment benefit was dismissed, and the claim framed as a 2024 bonus under the employee share option plan was likewise dismissed.

73 VPL sought costs and disbursements. However, I declined to award any for two reasons. First, VPL did not dispute that it failed to comply with the retrenchment-reporting obligation under s 96A of the EA read with the 2019 Notification. Second, connectedly, I had reservations about Ms G’s evidence and how she handled Mr C’s redundancy. As a senior HR professional, she should have ensured that the statutory notification was filed and that redeployment opportunities were properly explored and clearly communicated

to Mr C. This was all the more important because VPL's account of the redundancy was more nuanced than a straightforward disappearance of the HR function: the HR Lead role was said to be reconstituted around a broader skill set, with Mr C's operational work absorbed by others. That account sat somewhat uneasily with the *TAMEMRR*'s emphasis on genuine role removal, and therefore called for greater care in execution. At the least, Mr C should have been told why no suitable alternative role was available, and why training or revised expectations could not realistically address the perceived gap. The restriction of his email access during gardening leave was also poorly handled. These matters went some way towards explaining why suspicion arose on Mr C's part as to the propriety of his dismissal and, had Ms G handled the matter more ably, might have reduced uncertainty for him and perhaps avoided this dispute altogether.

74 To be clear, these are criticisms of managerial practice, not findings of legal impropriety. They do not change any of my substantive conclusions set out above. They were only considerations to which I gave weight in arriving at the decision not to award VPL either costs or disbursements.



Jared Kang Chern Wey  
Tribunal Magistrate



The claimant in person;  
The respondent in person.