

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2026] SGHC 171

Employment Claims Tribunal Appeal No 1 of 2024

Between

Nanyang Law LLC

... Appellant

And

Ghui Meng Yang

... Respondent

JUDGMENT

[Employment law — Termination — Termination of contracts of service for a specified period of time — Whether stipulated probation period is contract of service for a specified period of time under s 9(1) Employment Act 1968]

TABLE OF CONTENTS

INTRODUCTION	1
BACKGROUND	2
PROCEEDINGS BELOW	4
PARTIES' SUBMISSIONS	6
MY DECISION	7
WHETHER THE PROBATION PERIOD IN A CONTRACT OF SERVICE IS, IN ITSELF, A CONTRACT OF SERVICE FOR A SPECIFIED PERIOD OF TIME.....	7
<i>Singapore authorities</i>	8
<i>Foreign authorities</i>	10
INTERPRETATION OF THE TERMS OF EMPLOYMENT	16
CONCLUSION	19

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Nanyang Law LLC

v

Ghui Meng Yang

[2026] SGHC 171

General Division of the High Court — Employment Claims Tribunal Appeal
No 1 of 2024
Sushil Nair JCA
13 May 2026

24 August 2026

Judgment reserved.

Sushil Nair JCA:

Introduction

1 Contracts of employment often make provision for an employee to be employed for a period of time on a probationary basis, *ie*, a probation period. If an employee is informed by their employer before the expiry of the probation period that they will not continue to be employed by their employer, is the employee entitled to contractual notice (or payment of salary in lieu of notice), or does their employment automatically come to an end at the conclusion of the probation period?

2 A related question is whether a contract that includes a probation period is, insofar as that probation period is concerned, a contract for a specified period of time to which s 9(1) of the Employment Act 1968 (2020 Rev Ed) (“Employment Act”) would apply. If it is, the term of employment would (if the

employee was not thereafter continued in their employment) terminate once the probation period expired.

3 The present appeal is against the decision of the learned Tribunal Magistrate (“Magistrate”) in ECT 10873/2023 (“Decision”). The respondent, Mr Ghui Meng Yang (“Mr Ghui”), claimed against the appellant, Nanyang Law LLC (“Nanyang”), for one month’s salary in lieu of notice. The Magistrate allowed Mr Ghui’s claim in part and ordered that Nanyang pay Mr Ghui the sum of \$2,857.14 together with \$30 in disbursements. Having considered the applicable law, I dismiss the appeal. Given that this appeal touches upon an important point of law on the legal significance of probation periods, I set out my detailed reasons below.

Background

4 Pursuant to a letter of appointment dated 30 March 2023 (“Letter of Appointment”), Mr Ghui was engaged by Nanyang as a Supporting Officer. The Letter of Appointment enclosed a document titled “Annexure A: Terms of Employment For Supporting Staff/Paralegal” (“Terms of Employment”) as well as a Form of Acceptance.¹ The Form of Acceptance was completed and signed by Mr Ghui on 3 April 2023,² and Mr Ghui commenced his employment on 10 April 2023.³ All these documents were prepared by Nanyang.

5 Pursuant to the Terms of Employment, Mr Ghui was obliged to undergo a probation period of three months. This three-month probation period was stated to run until 9 July 2023. The full clause relating to the probation period

¹ Claimant’s Hearing Bundle dated 16 November 2023 (“CHB”) at p 3.

² CHB at p 4.

³ Decision at [2].

as set out in the Terms of Employment (“Probation Clause”) is reproduced below:⁴

PROBATION PERIOD

All newly recruited staff shall undergo a probation period with Nanyang Law LLC (“the Company”) for the purpose of establishing suitability for the job. The probation shall *extend over a period of three (3) months following the date of employment*. During the probation period, the staff’s performance shall continually be reviewed and assessed by his/her immediate supervisor. The Company may extend the probation period if necessary.

During the probation period, *either party may terminate this contract by giving (1) month prior written notice* (“Short Notice”) to the other party without the need for any reason to be given.

During the probation period, the staff shall not be entitled to any benefit or leave.

[emphasis in bold in original; emphasis added in italics]

6 On 7 July 2023, Nanyang issued to Mr Ghui a letter titled “Expiry of Your Probation Period”, which read that “[Nanyang has] decided not to continue [Mr Ghui’s] service beyond” the probation period and that his employment would end on 9 July 2023, with his last physical day in the office being 7 July 2023.⁵ Nanyang also offered a goodwill payment of additional salary for seven days, *ie*, to pay Mr Ghui’s salary until 18 July 2023.

7 On 10 July 2023, Mr Ghui wrote in an email to Nanyang that it was “implied within [Nanyang’s] employment guidelines that regardless of the period of employment, the notice period of someone in [Mr Ghui’s] capacity should always serve and be served [*sic*] a one (1) month notice period or be

⁴ CHB at p 5.

⁵ CHB at p 11.

compensated as such.”⁶ Nanyang replied by letter on the same day that “9 July is an expiry of [Mr Ghui’s] probation, not a termination” and thus there was no notice period required.⁷

8 Nanyang claims that, during the course of Mr Ghui’s probation period, issues arose in relation to his performance and punctuality. Mr Ghui allegedly made several significant errors in his work and failed to show improvement despite counselling. Mr Ghui disputes these allegations. Nevertheless, as noted by the Magistrate, Mr Ghui did not pursue any claim in wrongful dismissal⁸ and the Terms of Employment expressly provided that, during the probation period, the contract of employment could be terminated without the need to give reasons.

Proceedings below

9 Mr Ghui filed a claim with the Employment Claims Tribunal on 27 September 2023 for one month’s salary of \$3,000. Mr Ghui’s case was simple: he was entitled to one month’s notice, and as that was not provided to him, he was entitled to one month’s salary in lieu of notice. Nanyang contended that it was entitled to determine the contract of employment by letting the probation period lapse and giving Mr Ghui a letter of non-confirmation. Consequently, no notice period was required and no salary in lieu of notice was payable.⁹

10 On 8 January 2024, the Magistrate heard the parties and allowed the

⁶ CHB at p 13.

⁷ CHB at pp 14–15.

⁸ Decision at [5].

⁹ Decision at [6].

claim in part. The Magistrate held as follows:

(a) First, there is nothing in Singapore law that mandates either that probationers whose contracts define a period of probation must, or must not, be regarded as fixed-term employees, and the issue is to be determined in accordance with the parties’ agreement.

(b) Second, the Probation Clause did not create a fixed-term employment relationship between Mr Ghui and Nanyang which would have expired on 9 July 2023 unless Nanyang had given express notice of his confirmation. Mr Ghui’s continued employment as an unconfirmed probationer did not depend on the giving of the notice of confirmation or non-confirmation.¹⁰ As such, Mr Ghui was entitled to be given one month’s notice of the termination of his employment.

(c) Third, the Magistrate found that although Mr Ghui was entitled to salary in lieu of notice, this had to be pro-rated as the letter issued by Nanyang on 7 July 2023 operated as short notice of termination. Therefore, Mr Ghui was only entitled to be paid for the remaining 20 working days left in the one-month notice period.¹¹

11 Pursuant to s 23(1) of the Employment Claims Act 2016 (2020 Rev Ed) (“ECA”), an appeal against the decision of the Tribunal may only be on a question of law or on jurisdictional grounds, and s 23(2) of the ECA stipulates that an appeal to the General Division of the High Court requires permission to appeal from a District Court. Nanyang sought leave to appeal on a question of law on 15 January 2024, and leave was granted by the learned District Judge on

¹⁰ Decision at [16].

¹¹ Decision at [20].

26 March 2024. The question of law as stated in the order granting permission to appeal (“Question”) was as follows:

Whether a contract of employment in which a probation period is stipulated is a contract of service for a specified period of time to which s 9(1) of the Employment Act 1968 applies, and therefore terminates when the probation period has expired.

Parties’ submissions

12 On appeal, Nanyang maintained its argument below – that a stipulated probation period in an employment contract makes it akin to a contract for a specified period, which would terminate upon the lapse of that period pursuant to s 9(1) of the Employment Act.¹² It argued that this comports with the ordinary understanding of a probation period, which was for the employee and employer to mutually assess their suitability and decide if the contract is continued or ends automatically.¹³ It also said that to require notice when the employee’s employment is terminated during the probation period is not efficacious, as it would be pointless to have a probation period if notice is still required, and pointless to have the employee continue at work when the employer has determined that the employee is unsuitable for employment.¹⁴

13 Mr Ghui argued that the defining feature of a fixed-term contract under s 9(1) of the Employment Act is that the termination of the contract automatically occurs upon reaching the pre-determined end date, regardless of the performance of the employee.¹⁵ However, the words used in the Probation Clause do not expressly or impliedly state that the probation period is a fixed

¹² Appellant’s Case dated 3 May 2024 (“AC”) at [13]–[14].

¹³ AC at [15]–[16].

¹⁴ AC at [17]–[20].

¹⁵ Respondent’s Case dated 10 May 2024 (“RC”) at [11]–[12].

term.¹⁶ Further, the Letter of Appointment dated 30 March 2023 provided that “[s]alary review shall be conducted annually”, which was a reference to permanent employment even prior to the commencement of employment.¹⁷

14 I heard the parties on 13 May 2026. Having heard from Mr Ng Yi Neng, the representative for Nanyang, and Mr Ghui, I then directed the parties to consider certain authorities and make further submissions if they wished to do so. Nanyang then filed supplementary submissions on 11 June 2026.

My decision

Whether the probation period in a contract of service is, in itself, a contract of service for a specified period of time

15 The first port of call in determining this question would naturally be ss 9(1) and 9(2) of the Employment Act, which provide as follows:

Termination of contract

9.—(1) A contract of service for a specified piece of work or for a specified period of time, unless otherwise terminated in accordance with the provisions of this Part, terminates when the work specified in the contract is completed or the period of time for which the contract was made has expired.

(2) A contract of service for an unspecified period of time is deemed to run until terminated by either party in accordance with the provisions of this Part.

16 The Employment Act is silent on what amounts to a contract of service for a specified period of time, and there is a dearth of local authority on this specific issue. I thus first turn to consider local authorities insofar as they dealt with probation periods.

¹⁶ RC at [14]–[15].

¹⁷ RC at [19]–[20].

Singapore authorities

17 The first case is *Lai Swee Lin Linda v Attorney-General* [2010] SGHC 345 (“*Linda Lai*”). In *Linda Lai*, the plaintiff sued the Government for alleged wrongful termination of her employment contract with the Land Office division of the Ministry of Law (“LO”). The letter of appointment which formed the employment contract between the plaintiff and the LO stated that the plaintiff’s period of probation was one year commencing from the date of assumption of duty, on 28 November 1996: *Linda Lai* at [7]–[8]. On 1 June 1998, the plaintiff was verbally informed by a senior officer of the LO that he would not be recommending the plaintiff’s confirmation, and this was followed by a letter from the human resources division of the LO on 19 August 1998 stating that she would not be confirmed in her appointment based on recommendations in the appraisal reports from 28 November 1996 to 27 November 1997 in respect of her service, and that her probation would be retrospectively extended for another year, *ie*, until 27 November 1998: *Linda Lai* at [11]–[12]. Finally, on 17 December 1998, the plaintiff received another letter stating that her employment would be terminated on 21 December 1998 and she was given one month’s remuneration in lieu of notice: *Linda Lai* at [13].

18 The Government Instruction Manual, which was incorporated into the plaintiff’s employment contract with the LO, required the authority to inform the officer on probation whether or not they were confirmed on or before the date their probationary period ended. However, no reasons had to be given for the termination of a probationary employee, so long as one month’s notice (or salary in lieu of notice) was given: *Linda Lai* at [20]–[24].

19 In answering the question of the implications of the LO’s failure to inform the plaintiff that she was not confirmed on or before the end of her

probation period, Lai Siu Chiu J rejected what she referred to as the general proposition set out in *K C Mathews v Kumpulan Guthrie Sdn Bhd* [1981] 2 MLJ 320, that if no action had been taken by way of confirmation or by way of termination, the employee continued to be in service as a probationer. Rather, the fact that the plaintiff was not informed of her non-confirmation did not necessarily mean that she had been confirmed, and the position should be decided on the facts, based on the employment contract: *Linda Lai* at [35]–[36]. On the facts, the plaintiff, having failed to receive a certificate of confirmation, could not prove that she was a confirmed officer. As such, she remained on probation for more than two years, and the one month’s salary in lieu of notice was proper and served to terminate her employment: *Linda Lai* at [37]–[40].

20 Notwithstanding the very clear factual differences between *Linda Lai* and the present case, there is much to commend Lai J’s approach on the legal effect of an employer’s inaction in relation to a probationary employee. The question of whether a probationary employee has been confirmed or terminated would depend on the terms of the particular employment contract before the court. Thus, the mere fact that a probation period is provided for in the contract of service would not conclusively establish that it is a contract for a specified period of time to which s 9(1) of the Employment Act applies. The specific terms need to be considered.

21 The second case is *Brightway Petrochemical Group Singapore Pte Ltd v Ang Lily* [2007] 4 SLR(R) 729 (“*Ang Lily*”). This was an appeal against the Assistant Commissioner for Labour’s (“ACL”) decision that the respondent was entitled to one month’s salary in lieu of the notice of termination. In this case, the respondent was employed by the appellant and her contract of employment provided for a probation period of three months. The contract of employment went on to provide that the appellant had the right to terminate the respondent’s

employment with 30 days' advance notice. The appellant terminated the respondent's employment after two and a half weeks. She was terminated without notice and given only seven days' pay in lieu of notice. The appellant argued that the 30-day notice period provided in the contract of employment did not apply to the respondent as she was still undergoing her probation period. The clause was intended to apply only to confirmed employees. Although the case was decided on the basis of a jurisdictional issue, *Chan Seng Onn J* (in *obiter*) took the view that the ACL was right in reasoning that if it was intended that a different notice period of termination was to apply for persons under probation, this ought to have been explicitly provided for in the job offer letter: *Ang Lily* at [22]–[23]. Implicit in this reasoning is that even when there was a probation period stated, there was only one contract of service, and the terms applicable to the contract of service generally remain applicable during the probation period unless modified by parties. Again, the reasoning expressed in *Ang Lily* (notwithstanding that it was in *obiter*) is consistent with the proposition that a probation period alone does not render that period a contract for a specified period of time which is separate from the "main" contract of service.

Foreign authorities

22 I go on to consider foreign authorities which have sought to interpret the term "contract for a specified period of time". In *Wiltshire County Council v National Association of Teachers in Further and Higher Education* [1980] ICR 455, Lawton LJ defined a contract of employment for a fixed term, for the purpose of the Trade Union and Labour Relations Act 1974 (c 52) (UK), as one that stipulates for "a term which has a defined beginning and a defined end" (at 462). Similarly, Lord Denning MR in *Dixon v British Broadcasting Corporation* [1979] ICR 281 at 285 held that a contract of employment for a fixed term "must include a specified stated term even though the contract is

determinable by notice within its term.” These authorities are broadly in line with the later Australian case of *Andersen v Umbakumba Community Council* (1994) 126 ALR 121 (“*Andersen*”), which held the following (at 125–126):

A contract of employment to run throughout a nominated number of days, weeks, or years would be a contract of employment for a specified period of time. If the terms of the contract of employment, instead of identifying in this manner the period of time during which it is to run, provides that it is to run until some future event, the timing of the happening of which is uncertain when the contract is made, the contract will be for an indeterminate period of time.

23 Nanyang sought to submit, on the basis of the authorities above, that a contract of employment in which a probation period is stipulated can be a contract for a specified period of time.¹⁸ It contended that the contract for the probation period ends at the end of the probation period, which is clearly defined. Thus, under ordinary circumstances, both parties would have to decide at the end of the probation period whether the employee is confirmed and therefore re-contracted as a confirmed employee (presumably on the same terms as before, save any amendments made), whether the probation period is extended, or to not renew the employment contract. In the latter case, the parties would allow the contract to terminate at the end of the specified time period set out in the contract.¹⁹

24 I do not think the appellant’s submission is correct. None of these cases detract from the general proposition at [20] above that the specific terms of the employment contract are of paramount importance in determining whether the contract was for a specified period of time. In particular, following the observations in *Andersen*, it would be pertinent to consider, notwithstanding

¹⁸ Appellant’s Supplementary Written Submissions dated 11 June 2026 (“ASWS”) at [5].

¹⁹ ASWS at [8].

that a specific probation period is provided for in the contract, whether the terms of the contract provide that the *employment* (and not merely probation) will continue after the end of the probation period.

25 I turn to consider the meaning of a “probation period”. This term is not specifically defined under the relevant legislation, nor has it been specifically considered in local case law. It is generally understood that a “probation period” refers to an initial period of time during which the employer and employee mutually assess whether the employment is mutually acceptable, and during which there may be a shorter notice period or certain modifications to the terms and conditions of employment. Depending on the precise contractual language, a probation period can be effected through the creation of a separate, fixed-term contract, just as a fixed-term contract may itself have a probation period.

26 The former possibility was contemplated by the Tribunal in *M H Weston v University College Swansea* [1975] IRLR 102 (“*M H Weston*”) at 103, where it noted that:

Were this a fixed term contract, at the end of the probationary period a positive decision would have had to be made by both parties as to whether the contract was to be renewed on the same terms and conditions or whether a new contract with new terms and conditions was to be negotiated. ...

27 It appears that the facts of *Duncombe v Secretary of State for Children, Schools and Families* [2011] 4 All ER 417 are an example of the latter, where an employment contract in certain schools was structured as a two-year probation period followed by a fixed term of three years and then renewable for another fixed term of four years, for a maximum period of nine years (at [5]–[7]).

28 Thus, the foreign authorities also agree that the mere reference to a specified period of probation in an employment contract does not render that contract one for a specified period of time which attracts the application of s 9(1) of the Employment Act.

29 On this basis, I agree with the Magistrate that the statement by the learned author of Ravi Chandran, *Employment Law in Singapore* (LexisNexis, 6th Ed, 2019) at para 6.85 that, “where the contract provides for a specific period of probation and at the end of it, the employee is not confirmed, it is likely that the employer need not give notice or salary in lieu of notice”, may not comprehensively represent the accurate position in Singapore law.²⁰ I would add that a contrary view has been taken by the learned author of Astra Emir, *Selwyn’s Law of Employment* (Oxford University Press, 19th Ed, 2016) at para 15.26:

If an employee is on a probationary period for a certain length of time, the successful completion of which will result in him being confirmed in his position, *this is not a fixed-term contract*, and he may be given lawful notice prior to the expiry of the probationary period. The employer is not obliged to employ the employee for the whole of the probationary period ...

[emphasis added]

30 Rather than adopting either absolute position, I would conclude by considering the interpretation of s 9(1) of the Employment Act, which on its face permits three possible interpretations in relation to the Question: (i) all contracts with a specified probationary period are contracts for a specified period of time and therefore subject to s 9(1) of the Employment Act; (ii) contracts referring to probationary periods are not fixed-term contracts, and therefore are not subject to s 9(1) of the Employment Act; and (iii) contracts of

²⁰ Decision at [9]–[12].

service with probation periods may be contracts for a specified period of time depending on their language and construction.

31 My view is that, having regard to the relevant extraneous material as permitted (*Tan Cheng Bock v Attorney-General* [2017] 2 SLR 850 at [54(c)]), the third interpretation is the one most supported by the legislative purpose behind s 9(1) of the Employment Act.

32 To begin, it appears that the drafters of s 9(1) of the Employment Act may not have specifically considered the issue of probation periods. However, what is clear is that Parliament, in formulating the provisions of the Employment Act, sought to maximise the freedom of employers and employees to contract and to prevent labour rigidities: Singapore Parl Debates, Vol 90, Sitting No 25; Pages 99–100; [12 November 2013] (Mr Tan Chuan-Jin, Acting Minister for Manpower).

33 This intention to maintain flexibility was also behind the language of s 9(1) of the Employment Act. The Employment Bill as proposed in 1968 had included an additional proviso that s 9(1) would apply “[p]rovided that a contract of service for a specified period of four weeks or less shall be deemed for the purpose of this Part to be a contract for an unspecified period.” This proviso was removed to avoid the situation where a labourer was engaged for only one day’s work, but an employer would have to give him one full day’s notice due to s 10(3)(a) of the Employment Act even before the labourer began to work, and in effect receive two days’ pay for one day’s work: Singapore Parl Debates; Vol 27, Sitting No 12; Col 659; [15 July 1968] (Mr S Rajaratnam, Minister for Foreign Affairs and Minister for Labour). Thus, the outcome of the amendment was that the employer and employee could freely choose between

fixed-term and permanent contracts without either side being unduly prejudiced by the prevailing legislation.

34 Further, there is no statutory restriction on the use of fixed-term contracts, and guidance has been provided in the form of advisories issued by the Tripartite Partners to encourage good practices concerning fixed-term contracts to “safeguard our workers’ interests while providing adequate flexibility for our businesses”: Singapore Parl Debates; Vol 96; Sitting No 29; Page 60; [5 May 2026] (Dr Tan See Leng, Minister for Manpower). The Government was specifically asked about regulating the use of probation periods for contract workers (as opposed to permanent workers), and expressly reserved its position: Singapore Parl Debates, Vol 90, Sitting No 25; Pages 90–102; [12 November 2013]. It was clearly within Parliament’s contemplation that fixed-term contracts could also contain probation periods. I say no more on this issue, save to observe the overarching point that Parliament had intended to preserve contractual flexibility, including in choosing between fixed-term and permanent contracts of service under s 9 of the Employment Act.

35 Thus, there is nothing in the statutory language or the relevant Parliamentary debates which suggests that providing for a fixed period of probation necessarily involves or entails a contract for a specified period of time (the specified period of time being the length of the probation period). I can accept the appellant’s suggestion that it may be commercially pointless for an employee who has already been assessed as unsuitable during the probation period to continue working during the notice period.²¹ However, as the appellant

²¹ AC at [17]–[18].

itself recognised,²² all these perceived problems can be obviated by clear drafting.

36 In light of the above, the answer to the Question must be that a contract of service which stipulates for a period of probation is not automatically a contract of service of a specified period of time to which s 9(1) of the Employment Act applies. Consideration would have to be given to the contractual term in question, including where appropriate the factual context in which it was entered into, to determine if it has the effect of providing for automatic termination without the need for notice or payment in lieu of notice at the end of the probation period, if the probationer was informed that they would not be confirmed or retained afterwards.

Interpretation of the Terms of Employment

37 Nanyang also sought to submit that, on the language of the Terms of Employment, the probation period formed a separate, fixed-term contract of employment. It referred to the difference in treatment between an employee on probation and a confirmed employee in terms of entitlements to leave, benefits, bonuses or performance reviews.²³ Further, there was no provision for terminating the employment contract at the end of the probation period because Nanyang had considered it unnecessary since the contract would simply expire at the end of the probation period.

38 The appellant's submissions presupposed that this was, in effect, a contract for probation. However, this assumption is inconsistent with the remaining terms of the Terms of Employment, which comprehensively

²² AC at [19]–[20].

²³ ASWS at [22]–[23].

provided for the conditions of employment, including the relevant notice period upon the confirmation of Mr Ghui, and the conclusion of the probation period. The more natural reading is that these terms all formed a part of the same contract of service, for which, during the probation period (*ie*, the first three months, unless extended by Nanyang), different conditions and entitlements would apply to Mr Ghui.

39 While the appellant sought to apply the legal principles from *M H Weston* but distinguish the present contract from the one in that case,²⁴ I am of the view that the present case bears more similarities than differences. The applicant in *M H Weston* was not placed on the respondent university's permanent staff after the probationary period of three years, and the respondent sought to argue that the applicant could not claim for unfair dismissal as he was employed under a fixed-term contract of two years or more and his dismissal consisted only of the expiry of that contract without renewal, to which the relevant provisions on unfair dismissal did not apply under the prevailing UK legislation. The Tribunal held that the reference to a probationary period "merely had the effect of introducing a break clause in a contract of uncertain duration" and did not render it a contract for a specified period. Had the applicant, "in the normal course of events", been confirmed, the existing contract of service would have continued to apply, and there would have been no need for both parties to negotiate on whether the contract was to continue on the same terms: *M H Weston* at 103. The Tribunal went on to consider that the failure to confirm the applicant at the end of his probationary period also amounted to a dismissal: *M H Weston* at 104.

²⁴ ASWS at [20]–[21], and [28].

40 Similarly, nothing in the Terms of Employment or the Letter of Appointment suggested that Mr Ghui, in the normal course of events, would not continue under the same contract of service if he had been confirmed after his probation period. In fact, reading the Terms of Employment and the Letter of Appointment as creating a contract for a specified period of time (*ie*, a contract *for* probation) is also inconsistent with the provision for annual salary reviews as found in the Letter of Appointment, especially when the probation period is only stated to be three months.²⁵ The Terms of Employment also provided for escalating annual leave entitlements based on the length of service with the appellant, from one to three years, three to five years, and more than five years of service.²⁶ These provisions would be entirely otiose if the contract was only for a three-month period.

41 The appellant finally sought to draw a distinction between a notice period for probationary employees and a notice period for terminating the employment contract at the end of the probation period. It submitted that there was no provision for the latter as it would have been unnecessary, given that parties intended that the contract would simply expire at the end of the probation period.²⁷ This is too artificial a distinction, and the argument cuts both ways. As the Magistrate had observed, the appellant's reading would also render the Probation Clause partly otiose as Mr Ghui's right to receive one month's notice would have diminished in practical value each day after the second month of his appointment.²⁸ It was entirely open to Nanyang to make it very clear that if the employee would not be retained after the expiry of the probation period,

²⁵ CHB at p 3.

²⁶ CHB at pp 5 and 8.

²⁷ ASWS at [24]–[25].

²⁸ Decision at [18].

whether no notice, very short notice, or payment in lieu of notice would be given (though subject to ss 10(3)–(5) of the Employment Act). Having failed to do so, the Magistrate was thus entirely correct in finding that, on a proper reading, the Probation Clause did not create a fixed-term contract between Mr Ghui and Nanyang that would automatically expire on 9 July 2023 unless Mr Ghui was confirmed.

42 Consequently, Mr Ghui was entitled to one month’s notice from the date on which notice of the termination of his employment was given, *ie*, on 7 July 2023, or salary in lieu of notice. As Mr Ghui had been paid for 7 July 2023 itself, he was entitled to be paid for the remaining working days within the notice period, *ie*, 20 working days, and as such the payment in lieu of notice should be pro-rated to \$2,857.14.

Conclusion

43 For the reasons above, I dismiss the appeal and order that the Decision is to stand, and payment of \$2,887.14, being the sum of \$2,857.14 and disbursements incurred by Mr Ghui of \$30, is to be made within one week from the date of this judgment.

44 I award Mr Ghui the costs of this appeal, to be agreed on by the parties. If the parties cannot agree, they are to file written submissions, of no more than five pages each, within two weeks of the date of this judgment. Unless the parties request an oral hearing, I will proceed thereafter to determine the quantum of costs on the basis of their submissions.

Sushil Nair
Justice of the Court of Appeal

Ng Yi Neng (Nanyang Law LLC) for the appellant;
The respondent in person.
