



Barriers to entry

Access to justice for migrant workers in
Singapore

April 2026

0. Contents

I	Introduction	2
II	The current justice system	3
III	Barrier: Unclear about available avenues	4
IV	Barrier: Control over evidence	4
V	Barrier: Inability to understand and utilise one's evidence	8
VI	Barrier: Translation costs	8
VII	Barrier: Contract substitution	9
VIII	Barrier: Limited defences in law against exploiting power imbalance	10
IX	Barrier: Economic realities	15
X	Barrier: Enforcement of court orders	18
XI	Conclusion	19
XII	Appendix	20

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I. Introduction

Singapore's economy is built on the sweat of its migrant workers. Yet it is no surprise that migrants often face exploitation and abuse. In recognising the dignity of migrant workers, it is important for them to be able to seek redress for any wrongs committed against them especially wrongs spelled out in legislation. This study delves into access to justice: what legal avenues do migrant workers have, what obstacles they face, and what Singapore can do about it. The focus would predominantly be on salary claims – where the employer owes the worker unpaid salary – these being the bulk of the issues that migrant workers come to TWC2 to seek help with.

This report by a TWC2 volunteer – a fresh law graduate – was developed in the fourth quarter of 2025. It begins by explaining the main avenue workers have to access justice – mainly the TADM/ECT system. This avenue is the same for local and foreign employees, so long as they come under the Employment Act. The latter condition means, however, that domestic workers are excluded. The main body of this report discusses the many barriers that workers face in accessing justice and offer recommendations. Finally, there are some general concluding thoughts.

To build this report, eighteen cases were reviewed and the migrant workers at the centre of those cases were interviewed. They were at different stages of the legal process, with some at such an early stage they had not even filed their complaint when the research volunteer first met them. Most had grievances over salary. The volunteer also sat in on a couple of hearings of the Employment Claims Tribunal as a registered Community Courts and Tribunals (CCT) Friend. Brief notes about their individual situations are recorded in the Appendix.

II. The current justice system

Currently, outstanding salary claims are resolved via a two-stage process.

First, the worker lodges his claim through the Tripartite Alliance for Dispute Management (TADM) portal. This would commence the dispute resolution process. Workers and their employers would undergo an e-negotiation process where the parties are strongly encouraged to reach an amicable settlement within five working days.¹

If the parties fail to reach a settlement (often the case), the process moves on to mediation. A TADM mediator, who is a neutral third party, serves to help parties resolve the dispute. At the mediation session(s), parties again try to resolve the dispute amicably. If successful, parties sign a settlement agreement, and this agreement can be registered as a court order. However, if parties fail to reach a settlement, the mediator issues a Claim Referral Certificate.²

With this Claim Referral Certificate, the worker can choose to file his claim before the Employment Claims Tribunal (ECT).³ The ECT is part of the State Courts of Singapore and has jurisdiction to hear salary-related and wrongful

dismissal disputes between employers and employees.⁴

Neither party (employers or employees) are permitted to engage a lawyer to represent it before the ECT. The worker has to present his own case before the court,⁵ while the employer, if it is a company as often is the case, can appoint a representative.

Currently, companies can appoint in-house lawyers as their representatives, and this loophole has been flagged recently in the press.⁶

It is important to note that there is a one year limitation period for claims to be filed at TADM. Past that period, the claims can no longer be filed.⁷

Alternatively, workers can file their claim before the other courts such as the Magistrate Courts, or the District Courts.

¹ TADM, “What can I expect after I file my claim”. Access at: <https://www.tal.sg/tadm/faqs/mediation/process-on-tadm-odr-portal#:~:text=What%20can%20I%20expect%20after,an%20in%2Dperson%20mediation%20session.>

² *Ibid.*

³ TADM, “When will a Claim Referral Certificate be issued”. Access at: <https://www.tal.sg/tadm/faqs/mediation/issue-crc-without-in-person-mediation>

⁴ SG Courts, “File an employment claim”. Access at: <https://www.judiciary.gov.sg/civil/file-employment-claim>

⁵ SG Courts, “Before going to court for an employment claim”. Access at: <https://www.judiciary.gov.sg/civil/before-going-to-court-employment-claim>

⁶ TWC2, “Letter in the Straits Times: Improve access to justice at the Employment Claims Tribunal”. Access at: <https://twc2.org.sg/2026/01/07/letter-in-the-straits-times-improve-access-to-justice-at-the-employment-claims-tribunal/>

⁷ “Managing employment disputes at Tripartite Alliance for Dispute Management (TADM)”. Access at: <https://www.mom.gov.sg/employment-practices/managing-employment-disputes>

III. Barrier: Unclear about available avenues

A clear pattern that emerged from interviewing the sampled workers was that they did not know what their legal rights were and what avenues existed for redress.

One respondent shared that he did not know about TADM as a forum to resolve disputes.⁸ Fortunately, it seems that through word of mouth or social media, these workers have come to know of organisations such as TWC2 that can help workers navigate the legal system.⁹ These organisations should be able to help workers bridge that gap.

Relatedly, owing to a lack of knowledge of the legal system and the law, workers (acting without the benefit of assistance from TWC2 or other organisations) may also lack tact when enforcing their legal rights.

Considerations include:

- How should they frame their claim on the facts?
- Where should they make their claim?
- Is it worthwhile to make their claim?

One respondent had made a case before the Small Claims Tribunal to sue a person for impersonating as an employment agency managing director.¹⁰ However, a far less costly option would be for the respondent to complain to the Ministry of Manpower (MOM) about impersonation of an Employment

Agent without a license under the Employment Agencies Act and then let MOM carry out their own investigation.¹¹

While the respondent did attempt to complain to MOM, it was dismissed quickly because of how he framed his complaint.¹² He had complained that the fraudster had cheated him of his money, a complaint which was quickly dismissed, and unsurprisingly since cheating is not obviously within MOM's purview. He should have focused on the fact that the party was doing agency business without an employment agency licence, which is a criminal offence under the Employment Act.

IV. Barrier: Control over evidence

It can be difficult for migrants to prove that their employers did not pay their salaries as the employers have a great degree of control over the documentation needed as evidence.

Evidentially speaking, there are two aspects to a salary claim:

- 4.1 proving how much the employer is to pay the employee and
- 4.2 proving how much the employer actually paid the employee.

⁸ See Appendix, Respondent 12.

⁹ See Appendix, Respondent 12.

¹⁰ See Appendix, Respondent 8.

¹¹ S 6 Employment Agencies Act 1958; MOM, "Report an Employment Act violation". Access at: <https://www.mom.gov.sg/eservices/services/report-an-employment-act-violation>.

¹² See Appendix, Respondent 8.

4.1 Proving how much the employer is to pay the employee

Timecards are usually needed for workers to prove the number of hours they worked and accordingly how much in overtime, rest day and public holiday salary they are owed. Timecards are used to track the clock-in and clock-out timings of the workers, and these are usually filled up by the supervisors, occasionally, by managers or bosses.

Unfortunately, there is no standardised format for these timecards which can make it difficult to interpret what is written.

For instance, one timecard stated the start time and end time to be “8.00” and “17.00” respectively, and the figure “+2” is written in the adjacent column.¹³ An ordinary reader might interpret the worker to have worked from 8 am to 5 pm, with a 1 hour lunch break in between, because those figures are stated as the start and end times. However, the worker actually worked an additional 2 hours as reflected by the “+2” figure in the adjacent column, which would entitle him to overtime pay.¹⁴

Timecards can also omit key information. For example, on one time card, it was not clear the pay was attributable to work done on which day; only the total amount of pay was stated.¹⁵ Further, the writing on some of these cards can be smudged or downright illegible, making it impossible to read what is written.¹⁶

¹³ See Appendix, Respondent 10.

¹⁴ See Appendix, Respondent 10.

At least, in these instances, workers may have photographic copies of physical time cards, despite all their defects. Some worksites have adopted digital clock-in systems, e.g. using thumbprints or face scans, and the data resides only on the employer’s digital storage media; workers have no access to the data, and when they wish to file a salary claim, nothing in hand to prove that they worked whatever hours.

4.2 Proving how much the employer actually paid the employee

Proving that an employee was duly paid his salary is not generally an issue for workers housed in large dormitories. This is because, under law, employers are obliged to pay these workers via bank transfer. These bank records provide concrete proof of the amounts actually transferred into employees’ accounts.

However, for those workers who are not housed in large dormitories – and many migrant workers in the service and related industries are not – employers can opt to pay salaries in cash, which almost always creates evidential problems. When the mode of payment is in cash, there is simply no objective bank transfer record to rely on. Instead, pay slips, which by their very nature are documents issued by employers, will be a key piece of evidence.

¹⁵ See Appendix, Respondent 13.

¹⁶ See Appendix, Respondent 3.

A variety of problems ensue:

- a. Some employers do not issue any pay slip at all, even though this is a requirement set out by the Ministry of Manpower, and the absence of pay slips make it difficult to prove whether payment has been made.
- b. Some employers make workers sign blank payment vouchers while giving out a cash payment. The worker would understand that he either takes the cash and signs the blank form or if he refuses to sign, he would not get the cash at all. Unsurprisingly, some workers buckle and sign. This will create problems down the road when the worker asserts that he was not paid his correct salary, for the employer would have written whatever he wished onto the pre-signed payment voucher.
- c. Worse, the employer may forge the employee's signature on a payslip or payment voucher when later pressed by TADM or the ECT to show that the employee had been paid, when in fact no payment was made.

One respondent shared that his employer had provided the ECT with salary slips with the Respondent's forged signature to prove that the respondent had in fact received payment.¹⁷ Unfortunately, because the respondent could not prove that the signature on the payslips were forged, he could not prove to the ECT that employer failed to pay the respondent his salary.¹⁸

¹⁷ See Appendix, Respondent 4.

¹⁸ See Appendix, Respondent 4.

¹⁹ International Labour Organization, "Justice without borders: Access to labour justice for migrant workers through cross-border litigation" ("Justice across borders"), at p 28. Access at: https://www.ilo.org/sites/default/files/2024-12/Standard%20publication_Justice%20Across%20Borders_EN_web_0.pdf

If the payslip has been forged very skilfully, it would take a handwriting expert to show that the signature was indeed forged. It is simply too costly, and disproportionate to the claim amount – migrant worker salaries being so low that even several months' unpaid salary may not add up to much in absolute dollar terms – to engage a handwriting expert.

4.3 The idea of control

The point here is this: the evidence the employee needs to furnish for a salary claim is generally under the control of the employer. This is further complicated by the fact that workers often lack the knowledge of what kind of evidence they need to keep when they believe they have not been properly paid, in the months leading up to actually filing a claim.¹⁹ The employers may choose to withhold key documentation if the workers do not explicitly ask them for it. But even if workers do have such knowledge, they may feel afraid to ask the employers for proper documentation because they are afraid the employer may be angered by this, and consequently cancel their work permits and deport them back to their home country.²⁰ One Respondent shared that he really wants to work in Singapore, and is afraid that if he brings a claim, he will anger his employer and will never be allowed back in Singapore ever again.²¹

²⁰ Farwin A, Low A, Howard N, " 'My young life, finished already?': a qualitative study of embedded social stressors and their effects on mental health of low-wage male migrant workers in Singapore" ("My young life"), at p 8.

²¹ See Appendix, Respondent 17.

While workers have an avenue to compel employers to produce the documentation under MOM's itemised pay slip rules,²² or via the disclosure process before the ECT, employers could well forge documents to suit their own purposes.²³

4.4 Recommendation

While it may not be a full solution in itself, an evidential presumption could be implemented to shift the burden of proof from the worker to the employer; this is entirely justifiable since the employer is the one who controls the evidence.

When the worker has not been provided with pay slips documenting wages paid, which is required under national labour law, the burden of proof should be shifted to the employer to show the worker has been paid.²⁴

It has been suggested before Singapore Parliament that the evidential burden should be shifted to the employer in respect of workplace discrimination cases, recognising the employer is the one who controls the evidence.²⁵ The current parliamentary stance seems to be against the shifting of evidentiary burdens because of concerns that it would lead to employers facing frivolous accusations.²⁶

Such a concern can be resolved by the presumption only applying once the worker establishes a prima facie case of salary being owed to him, even if, at



Two workers attend to the evidence they will need. One searches his phone for useful evidence, the other takes a photo of his In-principle Approval document and sends the image to his Case Officer at TWC2.

that early stage, the amount owed remains undetermined for lack of comprehensive evidence. This can help filter out frivolous claims.

However, making this change would require a review of the present TADM-ECT process because the Claim Referral Certificate that TADM issues to enable a case to go before the ECT requires a precise statement of the claim amount.

²² MOM, “Itemised pay slips”. Access at: <https://www.mom.gov.sg/employment-practices/salary/itemised-payslips>.

²³ For examples, see Appendix, Respondent 4 and Respondent 10.

²⁴ “Justice across borders, at p 55.

²⁵ Parliamentary Debates, “Workplace Fairness (Dispute Resolution) Bill”. See speech by Mr Chua Kheng Wee Louis. Access at: <https://sprs.parl.gov.sg/search/#/sprs3topic?reportid=bill-766>.

²⁶ Parliamentary Debates, “Workplace Fairness (Dispute Resolution) Bill”. See speech by Dr Tan See Leng. Access at: <https://sprs.parl.gov.sg/search/#/sprs3topic?reportid=bill-765>.

V. Barrier: Inability to understand and utilise one's evidence

Even if workers do manage to get the requisite evidence to support a salary claim, they may not understand their own evidence.

Singapore's justice system is generally adversarial; the judge relies on the evidence presented by the parties.²⁷ The judge does not on his own initiative make inquiries or seek evidence.²⁸

It is therefore especially important for the worker to understand his evidence, because the worker has to be the one presenting his own case before the ECT, and cannot rely on an advocate to do so on his behalf. If the worker does not understand the document himself, he is unlikely to utilise those documents to cogently argue his case when he could have a valid claim.

For example, one respondent claims that he worked more than eight hours a day which entitles him to overtime pay.²⁹ However, that was not made out on the evidence. According to the time card, the worker worked only 8 hours, which disentitles him from overtime.³⁰ Yet, the worker continued to insist that he worked more than eight hours, a claim that would not be taken seriously by the TADM officer, let alone the ECT. The worker would have a much better case by pleading that he was not paid his full basic salary for the past month because there is more evidence to back that argument since he could prove using his timecard that he had worked that month.

²⁷ Johan Ding, "Singapore's Informal Justice Experience: Evaluating the practice of Small claims Tribunals" 2024 Sing L Rev 41, at p 137.

²⁸ *ibid.*

²⁹ See Appendix, Respondent 3.

VI. Barrier: Translation costs

A related concern is that where key evidence is in the worker's own native tongue, in order to submit it to court, it has to be translated. Unfortunately, the Singapore courts only provides translation services for documents if the language is Chinese, Tamil, and Malay.³¹ Other organizations such as the High Commissioner of Bangladesh could possibly help to translate those documents. But if that is not possible as well, the worker would have to hire an external certified translator. This could cost a lot of money especially if it involves translating a video, which might not make it worthwhile to do so.

One Respondent wanted to submit a video in Bengali as evidence.³² He was unaware that he had to approach an external certified translator to translate the video and translated the document himself. When he found out that the translation service can cost hundreds of dollars for a mere three-minute video, he was shocked.

³⁰ See Appendix, Respondent 3.

³¹ SG Courts, "Arrange for Translation of Court Documents". Access at: <https://www.judiciary.gov.sg/services/translation-court-documents>.

³² See Appendix, Respondent 8

VII. Barrier: Contract substitution

Contract substitution could make it even more difficult for workers to claim the salaries they were originally promised because there is another contract the worker signed, often with a much lower salary (alongside other unfavourable terms). Contract substitution refers to the changing of the terms of employment from what the worker had originally agreed to, executed when the worker is in a vulnerable position and his or her ability to exercise free-will consent is restricted.

Typically, the original contract the worker agreed to is concluded informally – via oral communication over phone or Whatsapp.³³ Unfortunately, if it was concluded informally, proving the existence of this contract can be rather difficult.

Sometimes the terms of that original contract are reflected in the In-principle Approval (IPA) document issued by the Ministry of Manpower upon approval of the employer’s application for a work pass for the foreigner. However, the details in the IPA are not cast in stone; they can be superseded by new terms or a new contract provided the employer can show that the employee had consented to any degradation of the terms of employment in the new contract. This is a low bar as explained below (Pressure to sign...)

On the other hand, the substituted contract, which the worker is made to sign after he has arrived in Singapore, is in writing and is more detailed.

³³ For example, see Appendix, Respondent 16.

³⁴ Research on Migrant Workers’ Rights-Based Standard Employment Contract for Domestic Work in ASEAN (“Standard Employment Contract”), at p 16.

7.1 Pressure to sign substituted contract

Unfortunately, upon arriving in Singapore, some workers face pressure to sign a written agreement that has terms that differ from those in the original agreement. At times, the worker does not even understand the terms of this new contract because it is in a different language,³⁴ and might not even have the time to properly read the new contract before their signature and/or thumbprint is demanded. One respondent shared that his employer had coaxed him into thinking that signing this contract was a mere formality and the original agreement still held.³⁵ Such signed substituted contracts pose huge obstacles to workers’ salary claims, especially when the workers have no proof of the original agreements that had been concluded informally.

Migrant workers’ inability to resist demands to sign substituting contracts is a result of the huge recruitment fees most would have paid substantial fees to get jobs in Singapore.³⁶ Many would have taken on debt to pay these agent fees, among other financial commitments (to support their dependants) they have back home.³⁷ Thus, there is great pressure for them to do whatever it takes to retain the job, including signing whatever papers the employer hands them. This leaves them vulnerable to exploitation by the employer – getting them to sign a new contract that negates the terms originally agreed to.

³⁵ See Appendix, Respondent 16

³⁶ Standard Employment Contract at p 16.

³⁷ My young life, at p 8.

VIII. Barrier: Limited defences in law against exploiting power imbalance

Under Singapore law, the avenues to set aside such a contract at law are rather limited. This is because contract law favours the principle of freedom of contract. Courts generally would not rewrite the parties' agreement for them even when it is inequitable.³⁸ The onus is on the person to read the contract carefully before deciding whether to sign it or not.³⁹ It generally does not matter whether, due to the lopsided bargaining power between parties, one party dictates the terms to the disadvantage of the other. Inequality of bargaining power is a well-accepted facet of the modern commercial world.

Nonetheless, in some cases where the employer exploits the imbalanced power dynamic of the employer-worker relationship which results in an improvident bargain, the **doctrine of unconscionability** could operate to set aside such contracts. However, the bar to invoke this doctrine is rather high.

To invoke this doctrine, first, the worker has to show that he was suffering from an infirmity.⁴⁰ Second, the employer must have exploited the infirmity to procure the transaction.⁴¹ If both these elements are proven, it is for the employer to prove that the transaction was fair, just and reasonable.⁴²

The difficulty in succeeding under the doctrine of unconscionability lies in proving the first element of infirmity. Infirmity could be physical, mental and/or emotional in nature. However, not every infirmity would be sufficient to meet this requirement. It has to be an infirmity of sufficient gravity to have acutely affected the worker's ability to safeguard his own interests.⁴³ This is an incredibly high threshold to satisfy.

For migrant workers, many of them likely face emotional and mental infirmities. In a study conducted by SMU, the main drivers of emotional distress among workers include the threat of deportation from employers and having to pay the agent fee debt.⁴⁴

Analysing the few case precedents with a migrant worker-employer context, courts rarely found that the first element of infirmity had been satisfied. The large amount of agency fees that were paid to secure the job along with the fear of being unable to pay back the loan were not found to be of sufficient gravity to affect the worker's ability to safeguard his own interests per se. It seems that the key determinant of whether the first element is satisfied is whether the worker understood the nature of his job in Singapore before coming to Singapore.⁴⁵

An employer can get away with asking a worker to sign a substituted contract with different terms from that originally agreed upon so long as, before the worker left to work in Singapore, the employer clarified that the nature of the

³⁸ *Sun Electric Pte Ltd v Menvra Solutions Pte Ltd* [2021] SGHC 101 at [45]

³⁹ *Ong Keh Choo v Paul Huntington Bernardo* [2020] SGCA 69 at [65]

⁴⁰ *BOM v BOK* [2018] SGCA 83 at [142]

⁴¹ *Ibid.*

⁴² *Ibid.*

⁴³ Nelosn Enonchong, "THE STATE OF THE DOCTRINE OF UNCONSCIONABILITY IN SINGAPORE" [2021] SJL 100 at 114.

⁴⁴ Access at: <https://news.smu.edu.sg/news/2015/11/04/smu-study-reveals-challenges-and-emotional-distress-faced-migrant-workers-singapore>

⁴⁵ *Built TL Construction v Hossan Taslim* ECT/10697/2025 (Unreported decision) at [8].

work would differ from what was originally agreed upon. If the worker upon hearing the clarification nevertheless chose to come to Singapore to take on the job, the infirmity did not affect his ability to safeguard his interests. The huge agency fee incurred, while painful, did not affect the worker's ability to understand the agreement he was entering into.⁴⁶

Conversely, if the employer fails to make such a clarification, and in reliance on the original promise, the worker comes to Singapore only to be asked to take on a job that is different from what was originally agreed upon, one ECT case has held that emotional infirmity can be of sufficient gravity for the "substituted contract" to be set aside.

In that case, the worker specifically sought a job that would not involve carrying heavy loads as that would aggravate his existing back-related injuries.⁴⁷ Because he believed a floor painter job would not involve carrying such loads, he agreed to take on the job, only to be told upon coming to Singapore that he was being placed in a role involving reinforced steel bars ("rebar"), which is a physically strenuous role.⁴⁸ Had he been told that he was being employed as a rebar worker, the worker would never have agreed to come to Singapore to take on the job. But given that he already paid a significant sum of agency fees to secure this role, he felt he had no choice but to take on the role.⁴⁹ The court found that the emotional distress the worker

was experiencing was of sufficient gravity that hindered his ability to conserve his own interests.⁵⁰

Unfortunately to do so, there needs to be clear documentation that the employer or its agent had misrepresented the nature of the job to the worker. In that above-mentioned case, the worker had specifically requested the employer's agent to give him greater assurance that the job would not involve physically strenuous activities.⁵¹ In response, he was given a Letter of Intent in the employer's name that he had been offered a position of a floor painter.⁵² Additionally, the advertisement for the floor painter position which also included the employer's name stated the job to be a floor painter role. It was reasonable for the worker to expect to be offered a floor painter role.⁵³

However, in many other cases, evidence of the misrepresentation may not be available. Representations regarding the nature of the job may be made orally. Other workers may not seek written assurances from the employer about the nature of the job. Without such evidence, the ECT would not likely find that infirmity had occurred.

The **doctrine of economic duress** can be another avenue to set aside a substituted contract. This doctrine applies where the worker can show that the employer exerted pressure directed at the compulsion of his will, such pressure was illegitimate, and that but for the pressure he would not have signed the contract.⁵⁴

⁴⁶ Ibid.

⁴⁷ *Built TL Construction Pte Ltd v Ohidujjaman Mohammad* ECT/10174/2025 (Unreported Decision) at [7].

⁴⁸ *Id.*, [28].

⁴⁹ *Id.*, at [29]

⁵⁰ *Id.*, at [76].

⁵¹ *Id.*, at [9].

⁵² *Id.*, at [10].

⁵³ *Id.*, at [71].

⁵⁴ *Oon Swee Gek v Violet Oon* [2024] SGHC 13 at [60]

It is important to emphasise yet again that just because there is an unequal relationship between the employer and worker does not mean that pressure is exerted nor that the pressure is illegitimate. A plea of economic duress would only succeed in exceptional circumstances, where the employer used his superior bargaining position in an illegitimate manner.⁵⁵

This presents two hurdles to the worker. First, he needs to show exactly what kind of pressure the employer had exerted on him in order to get him to sign the contract.⁵⁶ The worker cannot just point to there being an unequal bargaining power between him and the employer, or a feeling that he has to take on the job.

From the respondents interviewed, we hear that around the time that the workers are asked to sign substituted contracts, there is no threat that is made by the employers as to what would happen if the workers do not sign. An employer would just hand the worker a contract and ask him to sign it.⁵⁷ The employer may give certain reassurances that the contract reflects what had been originally agreed upon.⁵⁸ While that could amount to misrepresentation, that does not amount to pressure.

Nevertheless, workers feel pressured. Because they would typically have paid a lot in agency fees, and/or they have huge financial commitments back home, they would feel they had no choice but to accept the contract.⁵⁹

Secondly, under this doctrine of economic duress, the pressure asserted needs to be illegitimate as opposed to mere commercial pressure. However,

the line between illegitimate pressure and commercial pressure can be very thin. If the employer threatens to terminate the contract with the worker which could result in him being sent back to his home country if he does not agree to a longer notice period than what was originally agreed upon, that might not amount to illegitimate pressure if, owing to the short supply of workers, that is the only course open to the employer. However, if the employer decided to increase the notice period for a reason other than an opportunistic desire to exploit the counter party's vulnerability for financial gain, that is more likely to be seen as legitimate. But how would a worker be able to demonstrate what private motives the employer had?

Lastly, it should be stated that it would be unlikely that a worker can succeed in setting aside a contract by relying on the ground that he failed to read and understand the substituted contract. If a worker, assuming that the document reflected the original agreement, or failing to seek clarification from the employer where he did not understand the details in it, still chose to sign the substituted contract without reading it, that contract will likely be regarded as binding by the court. It does not matter that the employer had previously misrepresented certain terms in the contract that induced the worker to enter into the contract – it was for the worker to properly read the contract and clarify any doubts.

⁵⁵ Singapore Law Watch, Chapter 8, “The Law of Contract”, at 8.11.3 Access at: <https://www.singaporelawwatch.sg/About-Singapore-Law/Commercial-Law>

⁵⁶ *Built-TL Construction Pte Ltd v Fahim Mohammad* ECT/10711/2025 & ECT/10721/2025 (Unreported decision) at [9].

⁵⁷ For example, see Appendix, Respondent 10, Respondent 14, Respondent 16

⁵⁸ See Appendix, Respondent 14.

⁵⁹ See Appendix, Respondent 14; “Vital yet Vulnerable. Mental and emotional health of South Asian Migrant workers in Singapore”, at p 44.

8.1 Recommendation

The solution can be found in treaties such as the ILO Domestic Workers Convention, 2011 No 189 (Convention No 189), albeit that applies to domestic workers rather than migrants. Article 8 specifies that the employer is to give the worker the written form of the employment contract/offer prior to the worker leaving their home country. This contract is to be enforceable in the country of employment. Ideally, the contract should be in the worker's own native language, so that he can understand the terms.

There are reasons for Singapore to adopt such a principle. Under the ASEAN Consensus, which Singapore is a party to, as a receiving state where migrants are working in, Singapore is to take necessary measures to prevent abuses and exploitation of migrant workers.⁶⁰ Second, having such a measure supports the Singapore Government's rationale of ensuring the worker understands the terms and conditions of employment before deciding whether to come to work in Singapore. Rather than having an In-principle Approval letter (IPA) which the worker may not even understand as to whether it is supposed to reflect the terms of the contract, it is far more effective to provide the worker with the actual copy of the employment contract. In any case, IPAs are silent on several facets of the employment relationship such as annual leave and notice periods, and are therefore inadequate substitutes for a proper contract.

⁶⁰ "Asean Consensus on the Protection and Promotion of the rights of migrant workers", Chapter 6, at Para 30 .

⁶¹ See Appendix, Respondent 16.

⁶² Ibid.

One example of a worker not understanding the legal significance of the IPA – a uniquely Singaporean document which no foreigner can have prior experience with – was this: The respondent thought the figure of \$550 in the IPA was the foreign worker levy when it was his basic salary.⁶¹ When he came to Singapore, he was surprised that his basic salary was \$550 instead of the \$1600 he had agreed with the employer over the phone.⁶²

8.2 Failing to challenge the salary terms in the IPA

It is true that in disputes over salary, IPAs can serve as an important piece of evidence.⁶³ When applying for work permits, employers are obliged to state key salary terms that are offered to prospective Work Permit holders and these are stated in the IPA. This is to ensure the prospective worker understands the terms of employment before deciding to come to Singapore. Employers would be guilty of false declaration if the details they entered into the IPA application differed from what had been agreed with the prospective employee.

However, prospective workers who have never been to Singapore, and even those who have before, would not know that employers are supposed to be truthful in the IPA declaration. The bureaucratic culture in their home countries may be far more lax, and they may assume that Singapore operates likewise.

⁶³ "In-principle approval letters can be evidence of foreign workers' rightful pay: Judge" Access at:

<https://www.straitstimes.com/singapore/manpower/in-principle-approval-letters-can-be-evidence-of-foreign-workers-rightful-pay>.

There have been cases where prospective employees have noticed that the salary details in the IPA were different (lower) from what had been verbally agreed, but when employers and agents explained that the submitted details were merely to get around some arcane rule in Singapore and assured workers that their verbal agreements would still be honoured, the workers relied on those explanations and assurances, and decided to come to Singapore to take up the jobs.

Unfortunately, the worker and employer would then be said to have agreed on the terms stated in the IPA. If a substituted contract is then signed, and this substituted contract has terms that align with the IPA, this alignment would factor very strongly in dismissing the worker's salary claim.

IX. Barrier: Economic realities

Even when avenues for redress are available, however insufficient, there are many other considerations a worker needs to work through before he is ready to use those avenues.

⁶⁴ Appendix , Respondent 10, Respondent 14, Respondent 16

⁶⁵ Appendix, Respondent 5

9.1 Retaliation and repatriation

From our interviews, we heard that even though many workers had a valid claim, they did not dare file a complaint. According to an interview participant, a widespread fear is that of losing their jobs.⁶⁴ Another respondent essentially said the same, though he put it differently: he was afraid that he would be repatriated to his home country.⁶⁵ This is unsurprising; we commonly hear from workers that their employers are quick to issue threats of work permit cancellation and repatriation in response to any complaint about unpaid salary, poor living conditions or onerous work hours.⁶⁶

It may seem counter-intuitive for a worker to remain on the job even when not paid, but reality has many shades. Some workers might be getting their basic salaries or some part of their basic salaries, but every month there is persistent short-payment, e.g. for overtime hours. Filing a claim would be like jumping from a pan into the fire; the employer would cancel the permit and even the partial payment each month would cease. Other workers are misled by their supervisors or bosses that the financial difficulty that the company is in is only temporary; as soon as the main contractor pays their subcontracting company, workers will get their full salaries. Even if workers have doubts how genuine such assurances are, to file a claim and thus precipitate the loss of the job would be a crossing a bridge of no return.

The economic realities these workers face make them desperate to cling on to their current jobs, especially in light of the debt they have taken on to fund their recruitment fees. An SMU study found that the obligation to pay agent

⁶⁶ Harrigan N, Chiu Y & Amirrudin A, "Threat of Deportation as Proximal Social Determinant of Mental Health Amongst Migrant Workers" , at p 4.

fees, along with the fear of repatriation, are common causes of emotional distress among migrant workers.⁶⁷

What further exacerbates the situation is that the Ministry of Manpower's policy to give workers with valid employment claims a chance to switch employers without first being repatriated means much less than meets the eye.

The permission to look for a new job takes the form of a Change of Employer (COE) letter.⁶⁸ However, in practice, the COE letter only has a validity of 14 days, meaning the worker has an extremely short time frame to secure alternative employment in Singapore. In practice, 65% of Work Permit holders who had received Change of Employer letters (COEs) were successful in finding new jobs, but beneath this statistic there is much room for improvement.⁶⁹ A large part of the difficulty in finding a new job may be due to the widely-reported stigma amongst employers against workers holding these COE letters – they are seen as troublesome to deal with.⁷⁰ Employers may also fear that in taking on a worker who has experience in using avenues of redress, they may be opening a Pandora's Box, emboldening their existing employees should there be grievances in future.⁷¹ Workers know that they face stigma. Desperate to avoid repatriation at the end of the 14-day validity

period, workers have reported that they took the first job they could find even if the salary was lower than the previous job.

Workers nearing the 14-day expiry of their COEs can request an extension, but this is entirely discretionary on the ministry official's part, and it is unclear in practice how many extensions MOM actually approves.⁷²

The unfortunate reality is that since there is a one-year time bar for claims to be brought before TADM, if workers hold back filing a complaint until after a year has passed since the cause of action accrued, they face an uncomfortable choice: either they forgo the part of their claim relating to months that are more than a year old, or (if they want to claim for all the months) they can no longer rely on the low cost dispute resolution mechanism found in TADM and instead have to sue via common law which is far more expensive.

9.2 Recommendation

The key would be to allow workers to switch employers more easily such that workers will be less afraid of being deported if they file a complaint. One way to incentivise employers to employ workers holding COE letters can be implemented by MOM prioritising the approval of the work permit of such

⁶⁷ Vital yet vulnerable, at p 25.

⁶⁸ TWC2, "The Rocky Road to a Transfer" . Access at: <https://twc2.org.sg/2025/09/02/the-rocky-road-to-a-transfer/>

⁶⁹ Access at: <https://twc2.org.sg/2025/12/05/parliamentary-questions-september-2025-part-3-change-of-employer-letters/>

⁷⁰ TWC2, "The Rocky Road to a transfer" at p 7. Access at: https://twc2.org.sg/wp-content/uploads/2025/07/the_rocky_road_to_a_transfer_2025_pv5.pdf

⁷¹ Ibid.

⁷² Access at: <https://www.mom.gov.sg/newsroom/parliament-questions-and-replies/2023/1003-written-answer-to-pq-on-migrant-workers-involved-in-tadm-cases#:~:text=To%20ask%20the%20Minister%20for,extension%20to%20remain%20in%20Singapore.>



Around 68 migrant workers from a single company filed salary claims in late 2025. TWC2's case officer (standing, beige T-shirt) briefs about 40 men from the group about the claim process that lies ahead.

workers. This would spur employers who are in need of labour within a short timeframe to employ workers with COE letters.

It is also important to change the perception employers have about workers that hold COE letters- given they have worked in Singapore for a period of time, they have gained certain valuable skills and expertise that could serve them well in similar roles.

9.3 Lack of sustenance while fighting the claim

A related issue is that for claimants who used to hold S passes and Employment Passes (including Training Employment Passes), and are placed on Special Passes after they have filed claims, there is no obligation for their ex-employers to provide sustenance support to them. This is unlike the rules, written in by-law, that require ex-employers of Work Permit to provide them with food, accommodation and healthcare (if necessary) until the case is resolved and repatriated or the worker has found a new job under COE⁷³. This obligation is also clearly stated in the application form that employers have to fill in to apply for a Special Pass for a Work Permit holder.⁷⁴ Given that it takes weeks and often

⁷³ Employment of Foreign Manpower (Work Passes) Regulations 2012, Fourth Schedule, Part III, S 16.

⁷⁴ Access at: <https://www.mom.gov.sg/-/media/mom/documents/services-forms/safety-health/apply-wic-special-pass-english.pdf>.

months to process an employment claim, this provision is necessary; there needs to be a safety net that ensures the worker's basic needs are met during this period for them to properly fight the case.

Yet it is not applicable in cases where the migrant worker was formerly on an S Pass or an Employment Pass, even if the pass category was fraudulently applied for (i.e. when the worker was really hired for a low-skill and low-wage job) and compounded by non-payment of salary. Such workers, after filing claims, discover that they have to provide for themselves for the duration of their case, and without the right to get a new job.

One respondent on a Training Employment Pass mentioned that while in employment, the arrangement with his employer was that the employer would find housing for him, but the respondent would have to pay rent out of his own pocket.⁷⁵ That was not an issue as the employer provided the respondent was provided with food and housing allowance. However, after the employer terminated the employment relationship upon finding out the respondent filed a claim against them, the allowance ceased and the respondent faced financial difficulties in paying the rent.⁷⁶

⁷⁵ See Appendix, Respondent 2.

⁷⁶ See Appendix Respondent 2.

9.4 Recommendation

It is proposed that regardless of the type of pass the workers hold, employers have an obligation to care for the food, accommodation and medical expenses of the worker if the worker can make out a prima facie case that during his entire period of employment or during the past twelve months of employment, whichever is shorter, the worker received less than the minimum salary of an S Pass holder.

The logic is that if a worker received a salary that did not meet the minimum salary of an S Pass holder – which is currently \$3,300 per month⁷⁷ – he would in reality be in the same financial situation as a Work Permit holder. Therefore, the safety net designed for Work Permit holders should justifiably apply to him.

Inescapably, this calls for some flexibility in interpretation and a sympathetic reading of the prima facie threshold, but the principle should be for MOM to adopt a substance over form approach, ensuring those who really struggle to have their basic needs met without a job at least are cared for in the interim period while their employment claims are in the midst of being resolved.

⁷⁷ Accessed on 9 Feb 2026 at: <https://www.mom.gov.sg/passes-and-permits/s-pass/eligibility>

X. Barrier: Enforcement of court orders

Unfortunately, even if the worker succeeds in his claim before the ECT and the Tribunal issues an order, the employer might not automatically pay the ordered amount (owed salary). The employee has to separately initiate enforcement proceedings against the employer to compel the employer to pay the judgement sum.

Enforcing a judgement is a complex process. The worker will first have to apply for an enforcement order in Form 38, and this enforcement order is to be supported by affidavit in accordance with Order 22 Rule 2 of the Rules of Court 2021. This is certainly beyond the knowledge of any layperson, let alone the worker.

Additionally, a substantial sum needs to be forked out to commence enforcement proceedings. Sealing an enforcement order costs \$155.⁷⁸ Filing a summons for an enforcement order costs \$50.⁷⁹ Then there are filing costs of \$1 per page, with there being a minimum fee of \$10 per affidavit. The costs of enforcing the judgement may be too high relative to the judgement sum for it to be worthwhile.⁸⁰

Ultimately, even if the worker initiates the enforcement proceedings, he might not be able to claim his unpaid salary for the employer. If the company is unable to pay up, or has dissipated the assets, the worker only has a paper judgement.

⁷⁸ Fourth Schedule of the Rules of Court 2021.

⁷⁹ *ibid.*

⁸⁰ *ibid.*

The current enforcement process is too complex, too lengthy and too expensive for a migrant worker who is likely to earn a menial wage to rely upon.

10.1 Recommendation

One possible solution would be mandatory wage insurance. Employers of both local and foreign workers should be required to purchase an insurance policy that underwrites any liability to pay court orders related to employment claims, subject to a cap, perhaps \$20,000 or \$30,000 – the same maxima for ECT cases.

This idea is not novel since currently employers are obliged to buy a security bond for all non-Malaysian Work Permit holders.⁸¹ This bond would be forfeited if the employer breaches any of the Work Permit or security bond conditions, which includes the need to pay the worker any outstanding salaries upon termination of the employment relationship.⁸² If the employer fails to pay the outstanding salary, the monies in the security bond can be utilised to pay the worker his salary that is owed.

Unfortunately, the security bond avenue is not available to many groups of workers, including Malaysian Work Permit holders and holders of S Passes and Employment Passes simple because these employers are not required to provide a security bond. The ceiling (\$5,000) is also too low. It would be a

⁸¹ MOM, “Work Permit conditions”. Access at: <https://www.mom.gov.sg/passess-and-permits/work-permit-for-foreign-worker/sector-specific-rules/work-permit-conditions>.

⁸² *ibid.*

cleaner solution to have an across-the-board wage insurance scheme for all employees.

XI. Conclusion

The current TADM-ECT system provides a relatively low cost and quick manner for workers to file employment claims, compared to normal trial.

Nonetheless, there remains many obstacles preventing workers from accessing justice. The current system can be too complex and may entail, in practice, too significant a cost for workers to seek recourse. Employers also have significant control over the key evidence and information workers need in order to properly prove their claim, potentially creating an inherent bias in the system. Courts are also reluctant to set aside substituted contracts, with the underlying current of the law being one of upholding freedom of contract to ensure commercial certainty, which operates against disadvantaged groups like migrant workers.

We also cannot ignore the fact that the justice system does not operate in a vacuum. The economic realities migrants face can pose significant obstacles to workers bringing a claim. Unfortunately, these realities could deter them from filing a claim because they could lose the job that they had obtained at great expense and would naturally want to keep as long as possible.

What has emerged in this review of access to justice for migrant workers is that the legal system as it is cannot be the complete solution. While some changes in the current system and the law are needed, extra-legal solutions

are particularly needed in Singapore's landscape to address some of these problems.

TWC2 has long advocated a radical remake of the recruitment system to eliminate high agency fees. Freed from debt, workers will find it easier to assert their right to contracted salary. Making it easier for workers to switch to new employers without need to obtain consent from the existing employer will also go a long way. Making it easier too for workers on Special Passes to find new jobs, especially in the face of stigma, is another step that will help. Issues of sustenance for workers originally on S Passes or Employment Passes need to be addressed. A mandatory wage insurance scheme would prevent court orders from being worthless pieces of paper.

There is a lot that needs to be done.

XII. Appendix

Respondent 1: 819P Bangladeshi male

Completed the mediation part of TADM process and is now going to argue his case before the ECT. Did his first case management conference. Hearing is in 2 weeks.

Contract substitution – upon arriving in SG, respondent was made to sign a contract different from the one he had agreed upon with the agent from Staff Me, which incorporated various disadvantageous terms. He was pressured to sign because if he did not he would be deported from SG and he was aware of the huge amount of agent fees he has paid to get this job. Contract substitutions occur because international conventions on human trafficking that SG is a party to is not fully incorporated into our domestic laws, a contract substitution is a key indicator that human trafficking is occurring

Court documents and submissions are something migrant workers cannot do by themselves – a lawyer from TWC2 had to sit down with him, think of the arguments to run, make the bundle of documents, and also run through with him what to say before the magistrate. Without such expertise, migrant workers will find it very difficult to navigate the ECT process.

Respondent 2: Burmese male

On a TEP, one meant for executives/ specialists, but in fact he was a dishwasher (workman).

Issues the Respondent faces:

- Respondent was not paid the salary owed – on the IPA it states his salary is \$3000, but he was paid \$2000. This may be difficult to prove because he was paid in cash (fortunately he has a payslip proving he was shortchanged). The rule for bank transfers only apply to workers living in dormitories, but he stayed in a HDB in Pasir Ris
- Not giving adequate rest – supposed to be 1 week 1 day off – violation. However, in his case, he was given only 2 days off for every 1 month off.
- Who pays the salary – Micro2000 Services (employer stated on the IPA) or Great Solutions Pte Ltd (the actual employer)?
- Housing – the arrangement is that the employer would find a house for him, but the Respondent now pays the rent out of his own pocket. Struggling to pay the rent now that the employer has terminated the employment contract.

Respondent 3: Burmese male

IPA states basic salary as \$1600. But pay slip written differently – stating the basic salary to be \$1620 and \$1650. The inconsistency in the amount of basic salary makes it difficult to compute the overtime pay.

Respondent was paid in cash for the past 4 months, was not paid the last month he worked. Wants to claim overtime pay.

But does not understand his documents/ cannot explain his time card properly. He insists he works 3 and a half hours, even though on the timecard, there is a 5 hour block between his first shift and second shift. Altogether, according to his timecard, he worked only 8 hours.

Evidence is also not properly documented – missing times in the timecard that is needed to compute the hours worked, or that the timecard was smudged, or stamp is illegible. Respondent did not bring this up to the employer for fear of getting into trouble.

Respondent 4: 091T Bangladeshi male

Respondent filed a salary claim in March. Had the first TADM meeting in April. Case went before the ECT. Respondent represented himself with minimal assistance with TWC2, which only did the paperwork for him.

Employer alleged for the last 7 months, she had paid the respondent in cash. She gave “proof” of this by showing salary slips with the respondent’s forged signature (which she submitted to the ECT). Before the ECT, the court ordered employer to pay the respondent \$4195. The reason is because the respondent could not prove that the signature on the payslips were forged and therefore could not prove that the employer did not pay the \$9000 in salary.

After receiving the court judgement that ordered the employer to pay the respondent the salary he is owed, the employer did not pay the respondent. The respondent came to TWC2 to ask how to initiate enforcement proceedings against the employer to compel her to pay the judgement sum.

Respondent 5: 524T Bangladeshi male

Worker who stays at the dormitory, has a salary claim. Tomorrow will be his first meeting with a TADM officer.

His work permit has been terminated. He is under a special pass. Upon cancelling the work permit, the employer has a responsibility to provide dormitory, food and cover any medical expenses until he is repatriated.

As his salary is paid via bank transfer, there was clear proof that his employer did not pay him the salary he is owed.

Respondent 6: 902M Bangladeshi male

Has a work injury claim. His previous company did not pay for his hospital bill, and until now it still has not paid him.

Unfortunately, with the accident date being on 12 Nov 2023, he cannot make an injury claim under WICA – the time bar is 1 year, which has since lapsed.

The worker did not complain about this until much later because the boss promised that he will pay him and did not want him to see a doctor because that would alert MOM. The worker was also scared that he will lose his job.

Respondent 7: 734P Burmese male

He has a salary claim to make to TADM, this is so he can request for a transfer letter later on.

However, he does not understand his own payslip and has trouble computing the salary to claim.

Respondent 8: 850K Bangladeshi male

Respondent has both an employment claim for basic salary, and also a small claims tribunal against a Bangladeshi called Kokhan who impersonated as an employment agency's managing director, promising that if payment was made, he would be able to secure S Passes as well as high-paying jobs in SG for his friends.

In total, his friends wired the respondent \$17,000 which was paid to Kokhan in exchange for his services.

Kokhan actually applied IPAs for S passes for his friends, but after Respondent wired the money to Kokhan, now Kokhan cancelled the S passes, and said he did not know of any such company offering the high paying positions (that he had promised previously)

Respondent is now attempting to recover the \$17,000 from Kokhan before the Small Claims Tribunal

His material evidence for his claim are: (1) a namecard Kokhan gave him showing that he is managing director of an agency Called Nur-A recruiting agencies Ltd and (2) video recordings of Kokhan saying that as the company is not doing well, it can no longer offer the high-paying positions Kohhan had earlier promised. This video is in Bengali, lasting 3 minutes.

Respondent does not understand that evidence in Bengali has to be translated by a certified translator, and it is to be submitted as a CD, along with a transcript – for videos in particular, the transcript needs to be time-stamped. The Respondent does not know of such requirements, translated the video himself (without the appropriate timestamps) and uploaded it on the court website. Unlikely to be accepted by the court

Costs of hiring a translator – unfortunately, the court only provides translation services for documents if the language is Chinese, Tamil, Malay. For other languages, barring other organisations (e.g. High Commissioner of Bangladesh) offering translation services the respondent needs to hire an external certified translator. That is not cheap where videos are involved. A 3-minute video could easily cost hundreds of dollars. He was shocked by the huge cost of translation.

Doesn't know how to frame his claim to his advantage – rather than approaching the small claims tribunal, a far less costly route could be to file a complaint with MOM such that they take investigative action. Unfortunately, while the Respondent did complain to MOM, he framed it as “I want my money back” that was dismissed quickly, rather than framing it as a criminal violation of the Employment Act for impersonating as an Employment Agent without license.

Respondent 9: 968L Bangladeshi male

Respondent has an unpaid salary claim – filing an online complaint on MOM.

Respondent did not understand his evidence, his claim was inconsistent with the evidence. Respondent claims that he was owed 2 times his normal pay because he was asked to work on a rest day. However, that was not made out on the timecards.

Additionally, key evidence for the salary claim was missing. Specifically, the payslips for the months of August and September were missing. Without that evidence, the worker cannot show that there was no payment made during those months.

Respondent 10: 574P Bangladeshi male

Employer did not pay the Respondent his overtime pay. Salary was paid in cash. Because the worker does not live in a dormitory, it is not mandated to pay salary via bank transfer.

Timecard is sometimes illegible unclear, inconsistently formatted- affecting salary calculations. Supervisor wrote the incorrect timings in the card- he wrote “04.30” when it is supposed to be 4.30 PM. The timings are inconsistently formatted - sometimes in 12 hour format, other times in 24 hour format. Various unintelligible scrawls on the card – hard to make out what he is writing. Additionally, the records are at times unclear. While the start and end times stated are 8:00 to 17:00, the respondent has actually worked beyond 17:00. This is shown by another column that states the additional hours the worker worked e.g. +2, +3. But it is not apparent looking at the card that this meant overtime hours. A normal reader will simply assume the worker worked from 8 am to 5 pm.

The respondent has difficulty proving the employer did not pay his salary. because payment is in cash, difficult to prove whether there was no payment made. The only evidence so far is the Respondent’s own calculations in the notebook he brought. What he needs are the payslips. The company refused to give the respondent payslips even though he requested.

Currently, under MOM rules, because a complaint is made, the employer has to give the payslips. Still, it is possible the company can forge the payslips, and even forge his signature.

Signing documents that he did not understand: the respondent was also asked by the supervisor to sign papers he did not understand.

Respondent 11: 040X Bangladeshi male

Respondent has a salary claim that went through TADM mediation but has not been resolved.

He now approaches TWC2 to assist him in his claim before the ECT.

However, he does not understand his own case, expecting TWC2 to craft the claim for him. Neither does he understand the documents he produced. Each document he produced claims different amounts of salary ranging from 1134 to 3476. It is unclear how much salary he is owed.

He also did not bring sufficient evidence – particularly he did not bring the bank statements to prove that the employer did not pay him.

Respondent 12: 354M Bangladeshi male

Respondent has a salary claim. He claimed that over 3 years, the boss paid him less than what was promised.

Only can claim for overdue salary from sept 2024 onwards because of the 1 year bar under the TADM dispute resolution mechanism.

Fear of losing job + did not understand how to enforce his rights led him to file the complaint late. Respondent saw how his other colleague complained to the boss, with the boss saying that he either takes the lower salary or go home. The Respondent does not want to be deported and continued to be employed in SG.

Respondent also was not aware of the TADM process, and became aware of justice org like TWC2 from a Facebook ad that is able to help him.

Missing evidence – employer did not give him his time card for 3 months November 2024 to Jan 2025. Making it difficult to calculate the salary owed over those months.

Respondent 13: 693T Bangladeshi male

Respondent claiming unpaid salary. Respondent's employer wanted to cut costs – told respondent that he either go back to his home country or find another employer. Did not want to pay respondent the salary owed.

Respondent wanted to ask for a transfer letter to change employer, and came to know TWC2 through a friend. TWC2 advised respondent to ask for a transfer letter, to transfer to another employer. Now respondent is filling a case at TADM for the unpaid salary, to have greater leverage to ask for a transfer letter.

Evidential issues: employer did not issue the respondent with time cards between Oct 2024 to Apr 2025 – as a result it is difficult to prove the Respondent had worked overtime and was thereby entitled to overtime pay. It is clear employer has the records of the number of hours Respondent had worked stored on his computer – respondent took a picture of it. But it is difficult to verify the authenticity of the evidence.

The payslip was also unclear – while it did provide the total amount payable, it did not provide a detailed breakdown as to how this amount was calculated.

Respondent 14: 528R Bangladeshi male

Case involved Contract substitution. Employer promised the respondent that he would be a supervisor and would be paid \$1800 for the first 2 months. But

actually when he got to SG, he signed a different contract with a much lower salary \$810. There was also a new term regarding the notice period – 3 months.

He nonetheless signed because he had already spent a lot of money to get here, did not want to be sent back.

After that, the manager asked him to work as a general worker rather than a supervisor, which he refused.

Eventually he resigned.

Evidential issue – to prove that the agreed upon salary is \$1800, the whatsapp correspondence with the employer and her husband (who acted as the recruitment agent) was impt- but that was deleted by the employer, who had asked to check the Respondent's phone. Later he found those were deleted. The IPA shows the salary is \$810 – so it will be difficult to show otherwise. Before coming to Singapore, he asked the recruitment agent as to why the IPA salary was different from the salary that was agreed upon. He was told that he would be paid the original salary that was agreed upon rather than the figure in the IPA.

Respondent 15: 783M Bangladeshi male

Respondent had an altercation with another worker. The employer decided to punish the respondent by sending him back to his home country and also reducing his salary by \$2000.

The respondent felt that this was unfair and wanted to make a salary claim, and seek a transfer letter to change employers.

Timecard provides weak support for salary claim. Not written on the card what time the Respondent started work and ended work. To make matters worse, the Respondent does not end work at the same time. Supervisor only wrote the amount due per day, but did not write the start and end time.

Respondent 16: 036K Burmese male

Respondent was promised over the phone by the boss of the construction company that he would be paid \$1600.

IPA stated basic salary of \$550. Respondent mistook that amount as the levy for foreign workers, and at the very least was a document that was of no significance to him.

Contract substitution: contract he signed in SG: states basic salary of \$550 and fixed allowance for overtime at \$750. Fixed monthly amenities deduction. Notice of 1 month before one can terminate

Respondent was not given an opportunity to even read the contract – there was no meeting of minds and arguably a contract was not even formed. The boss just wanted him to immediately sign the contract, saying that it was a mere formality and there was nothing to look at.

In truth, in the payslips – the respondent was paid \$400 (based on daily rate calculation, it is consistent with the basic pay of \$550). Allowance that exceeds more than the overtime he worked was given – e.g. \$600.

Unfortunately, it was still less than the \$1600 promised, and without proof of that agreement, the respondent could not claim the amount allegedly owed to him.

Respondent 17: 513T Bangladeshi male

Respondent's work pass suddenly cut for no apparent reason, scheduled to leave SG on a flight tomorrow. But wishes to stay in SG. Was advised to make a salary claim so as to be issued a Special Pass to be able to stay in Singapore in the meantime.

He has been receiving pay via bank transfer. Unclear whether he is paid the right amount – because aside from the last month, for all other months no payslips and timecards were given to calculate the right pay.

Fear of angering employer makes it hard to produce proper documentation – he had asked his employer on numerous occasions for the time card to be able to calculate the salary owed, but each time the employer got very angry. For fear of getting into further trouble, he did not press the issue further. “You say, he say” kind of case.

Respondent 18: 658K Bangladeshi male

Respondent is making a salary claim before the Employment Claim tribunal. Unfortunately, no time cards or payslips given to the respondent. While the respondent he has maintained his own records on his phone, his phone was allegedly stolen by the employer and the Respondent had deleted those records.

So he wants to rely on the electronic records and time logs that is held by the main contractor

The subcontractor (which employed him) allegedly furnished false time logs to the court.

Now respondent is asking for the main contractor to furnish the electronic records to prove his claim - and ask for the main contractor to appear before the ECT to prove that the electronic records are accurate. Main contractor is not cooperating.