WORKPLACE MATTERS - ASIA PACIFIC

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Welcome to the first edition of Workplace Matters – Asia Pacific. Each edition of this newsletter will provide brief legal updates on employment issues from our offices across the Asia Pacific.

AUSTRALIA

Termination – The Bargaining Tool of Choice?

Employers are finding it harder to successfully negotiate changes to long term (and often expensive) benefits provided by enterprise agreements. In situations where economic circumstances dictate a need to reduce labour costs, cutting or removing long term benefits are often the focus for employers when negotiating enterprise agreements. Similarly the protection of long standing and often hard fought benefits are the focus of unions and employees alike in negotiation.

To read the full article, **click here.**

CHINA

Get Serious with Written Employment Contracts in China

For foreign investors, in addition to commercial opportunities, market entrance and policy environment, a significant aspect that drives their business success in China is human resources. Local employees of foreign-invested enterprises are often delegated to run and execute the day to day business, however, their relationship with the investors can sometimes result in a prolonged dispute, typically arising from the lack of a written employment contract.

To read the full article, **click here**.

HONG KONG

Pride and Prejudice: The Power of Apologies

The workplace is an environment where tempers can flare and conflicts arise between co-workers, employers and external parties. More often than not, a simple apology might defuse the tension and help bring the parties towards an amicable resolution. Unfortunately, these apologies are often not forthcoming for two reasons: pride and fear of legal liability.

To read the full article, **click here**.

JAPAN

Renewal of Fixed Term Employment Contracts

It is well known that one of the reasons for the Japanese economy's significant recovery after the Second World War is a unique life-long, full time employment system, where employees are employed by a business until they reach retirement age are provided with an adequate level of social benefits during their employment and

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retirement allowances upon their retirement. In contrast to life-long full time employment, fixed-term employment is also available. In principal, under the Japanese labor law, the maximum length of a fixed-term employment contract is five years, with typical practice seeing fixed-term engagements for one year (usually with an option to renew annually).

To read the full article, **click here**.

KOREA

The Impact of Ordinary Wage Determinations on an Employer's Labour Costs in Korea

Ordinary wages in Korea are made up of base salary and other compensation given to workers for the work they perform, which are given regularly, consistently and in a fixed manner. Calculation of ordinary wages in Korea is important because the amount of ordinary wages serves as a basis for the payment to workers of other benefits and compensation such as overtime and severance payments. The greater the amount of ordinary wages, the greater the amount owed to workers for these other benefits and compensation.

To read the full article, **click here**.

NEW ZEALAND

New Zealand Looking set to Implement Domestic Violence Reform

A bill aimed at enhancing protections for victims of domestic violence in New Zealand has received strong cross party support this year. This means that the proposed changes, including a number of changes relating to employment, are likely to be enacted in 2018.

To read the full article, **click here**.

SINGAPORE

Preparing a Performance Reference for an Employee – What is Expected of an Employer?

It is not uncommon for employers to require potential employees to provide references from their former employers. Indeed, such references may have a significant bearing on their chances of obtaining employment with a new employer. Therefore, it is important that an employer prepares such a reference in a fair and accurate manner in order to avoid unfairly prejudicing a former employee's prospects of obtaining fresh employment. In this article we discuss the Singapore Court of Appeal's decision in Ramesh s/o Krishnan v AXA Life Insurance Singapore Pte Ltd [2016] 4 SLR 1125 which sets out helpful guidelines for employers to follow when preparing a reference for a former or present employee.

To read the full article, **click here**.

TAIWAN

Non-competition Clauses under Taiwan Laws

It is a common practice for employers to impose non-competition obligations on employees both during and after termination of employment. The long standing issue is whether these obligations violate the right to work under Constitutional Law and to what extent such obligations will be enforced against the employee after his or her

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departure. In 2015 and 2016, the Taiwan Labor Standards Law ("LSA") and its Enforcement Rules were amended to provide specific criteria to enforce a non-competition obligation.

To read the full article, **click here**.

KEY CONTACTS



SACHA M. CHEONG
OF COUNSEL

HONG KONG
+852.2230.3590
SACHA.CHEONG@KLGATES.COM



ANDREW L. CHUNG
PARTNER

SEOUL
+82.2.2198.8710
ANDREW.CHUNG@KLGATES.COM



JACQUELINE FU
MANAGING PARTNER, TAIPEI OFFICE

TAIPEI
+886.2.2326.5125
JACQUELINE.FU@KLGATES.COM



CECILIA LEE
ASSOCIATE

TAIPEI
+886.2.2326.5172
CECILIA.LEE@KLGATES.COM



TAKAHIRO HOSHINO
PARTNER

TOKYO
+81.3.6205.3620
TAKAHIRO.HOSHINO@KLGATES.COM



YUJING SHU
PARTNER

SHANGHAI
+86.21.2211.2050
YUJING.SHU@KLGATES.COM



CHRISTOPHER TAN
PARTNER AND DIRECTOR OF K&L GATES STRAITS LAW LLC
K&L GATES STRAITS LAW LLC
SINGAPORE
+65.6507.8110
CHRISTOPHER.TAN@KLGATES.COM

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