

Chapter 1 : Website Department of Occupational Safety and Health Malaysia - Main

Employee Handbook Page 4 General Information Objective This handbook shall be titled as "Employee Handbook" (hereinafter referred as the Handbook).

Minister may prohibit employment other than under contract of service 1 The Minister may by order prohibit the employment, engagement or contracting of any person or class of persons to carry out work in any occupation in any agricultural or industrial undertaking, constructional work, statutory body, local government authority, trade, business or place of work other than under a contract of service entered into with -- a the principal or owner of that agricultural or industrial undertaking, constructional work, trade, business or place of work; or b that statutory body or that authority. General power to exempt or exclude The Minister may by order exempt or exclude, subject to such conditions as he may deem fit to impose, any person or class of persons from all or any of the provisions of this Act. Appeals Any person affected by any decision or order, other than an order under section 69 or section 73, given or made by an officer appointed under section 3 2 , may, if he is dissatisfied with such decision or order, within fourteen days of such decision or order being communicated to him appeal in writing therefrom to the Director General. Effect on Act of other written laws Nothing in this Act shall be construed as relieving any person who has entered into a contract of service, either as the employer or as the person employed, of any duty or liability imposed upon him by the provisions of any other written law for the time being in force in Malaysia or any part thereof or to limit any power which may be exercised by any public officer or any right conferred upon any such person as aforesaid under or by virtue of any such written law. Saving of existing contracts Every agreement lawfully entered into between an employer and an employee before the coming into force of this Act shall if it is still legally binding upon the parties continue in force for such period as may be specified in the agreement and the parties thereto shall be subject to, and shall be entitled to the benefits of, this Act. More favourable conditions of service under the Act to prevail Subject to section 7A, any term or condition of a contract of service or of an agreement, whether such contract or agreement was entered into before or after the coming into force of this Act, which provides a term or condition of service which is less favourable to an employee than a term of condition of service prescribed by this Act or any regulations, order or other subsidiary legislation whatsoever made thereunder shall be void and of no effect to that extent and the more favourable provisions of this Act or any regulations, order or other subsidiary legislation whatsoever made thereunder shall be substituted therefor. Validity of any term or condition of service which is more favourable Subject to any express prohibition under this Act or any regulations, order or other subsidiary legislation whatsoever made thereunder, nothing in section 7 shall be construed as preventing an employer and an employee from agreeing to any term or condition of service under which an employee is employed, or shall render invalid any term or condition of service stipulated in any collective agreement or in any award of the Industrial Court, which is more favourable to the employee than the provisions of this Act or any regulations, order, or other subsidiary legislation whatsoever made thereunder. Removal of doubt in respect of matters not provided for by or under this Act For the removal of doubt it is hereby declared that if no provision is made in respect of any matter under this Act or any subsidiary legislation made thereunder, or if no regulations, order or other subsidiary legislation has been made on any matter in respect of which regulations, or an order or other subsidiary legislation may be made under this Act, it shall not be construed as preventing such matter from being provided for in a contract of service, or from being negotiated upon between an employer and an employee. Contracts of service not to restrict rights of employees to join, participate in or organize trade unions Nothing in any contract of service shall in any manner restrict the right of any employee who is a party to such contract -- a to join a registered trade union; b to participate in the activities of a registered trade union, whether as an officer of such union or otherwise; or c to associate with any other persons for the purpose of organising a trade union in accordance with the Trade Unions Act Contracts to be in writing and to include provision for termination 1 A contract of service for a specified period of time exceeding one month or for the performance of a specified piece of work, where the time reasonably required for the completion of the work exceeds or may exceed one month,

shall be in writing. Provision as to termination of contracts 1 A contract of service for a specified period of time or for the performance of a specified piece of work shall, unless otherwise terminated in accordance with this Part, terminate when the period of time for which such contract was made has expired or when the piece of work specified in such contract has been completed. Notice of termination of contract 1 Either party to a contract of service may at any time give to the other party notice of his intention to terminate such contract of service. Provided that this section shall not be taken to prevent either party from waiving his right to a notice under this subsection. Termination of contract without notice 1 Either party to a contract of service may terminate such contract of service without notice or, if notice has already been given in accordance with section 12, without waiting for the expiry of that notice, by paying to the other party an indemnity of a sum equal to the amount of wages which would have accrued to the employee during the term of such notice or during the unexpired term of such notice. Termination of contract for special reasons 1 An employer may, on the grounds of misconduct inconsistent with the fulfilment of the express or implied conditions of his service, after due inquiry -- a dismiss without notice the employee; b downgrade the employee; or c impose any other lesser punishment as he deems just and fit, and where a punishment of suspension without wages is imposed, it shall not exceed a period of two weeks. Provided that if inquiry does not disclose any misconduct on the part of the employee the employer shall forthwith restore to the employee the full amount of wages so withheld. When contract is deemed to be broken by employer and employee 1 An employer shall be deemed to have broken his contract of service with the employee if he fails to pay wages in accordance with Part III. Provided further that in computing twenty-four days for the purposes of this subsection account shall not be taken of more than six days in any week. Apprenticeship contracts excluded from sections 10 to 16 Sections 10 to 16 shall not apply to apprenticeship contracts which are in a form approved by and of which a copy has been filed with the Director General. Wage period 1 A contract of service shall specify a wage period not exceeding one month. Time of payment of wages Every employer shall pay to each of his employees not later than the seventh day after the last day of any wage period the wages, less lawful deductions, earned by such employee during such wage period: Provided that if the Director General is satisfied that payment within such time is not reasonably practicable, he may, on the application of the employer, extend the time of payment by such number of days as he thinks fit. Payment on normal termination of contract The wages, less lawful deductions, earned by but not yet paid to an employee whose contract of service terminates in accordance with section 11 1 or of section 12 shall be paid to such employee not later than the day on which such contract of service so terminates. Payment on termination of contract in special circumstances and on breach of contract 1 Where an employer terminate the contract of service of an employee without notice in accordance with section 13 1 or 2 and section 14 1 a -- a the wages, less any deductions which the employer is entitled to make under section 24, earned by such employee up to and including the day immediately preceding the day on which the termination of the contract of service takes effect; and b in addition, where the employer terminates the contract of services under section 13 1 , the indemnity payable to the employee under that subsection, shall be paid by the employer to the employee not later than the day on which such contract of service is so terminated. Lawful deductions 1 No deductions shall be made by an employer from the wages of an employee otherwise than in accordance with this Act. Wages to be paid in legal tender 1 Except as otherwise expressly permitted by this Act, the entire amount of the wages earned by, or payable to, any employee in respect of any work done by him shall be actually paid to him in legal tender, and every payment of, or on account of, any such wages made in any other form shall be illegal, null and void. Such notice shall take effect at but not before the end of the period of four weeks beginning with the day on which the notice is given. Conditions restricting place at which, manner in which and person with whom wages paid to be spent, illegal No employer shall impose any condition in any contract of service as to the place at which, or the manner in which, or the person with whom, any wages paid to the employee are to be expended and any such condition in a contract of service shall be void and of no effect. Restriction on places at which wages may be paid No employer shall pay wages to employees in taverns or other similar establishments or in places of amusement or in shops or stores for the retail sale of merchandise except in the case of employees employed therein. Remuneration other than wages 1 Nothing in this Part shall render illegal a contract of service with an employee under which the employer

agrees to provide the employee with house accommodation, food, fuel, light, water, medical attendance, or any approved amenity or approved service in addition to wages but no employer shall provide any employee with any intoxicating liquor as part of the terms of a contract of service.

Chapter 2 : Export Trading Network .com - Technical Problem

Malaysia has embarked on a fiscal reform program aimed at achieving a balanced budget by , including rationalization of subsidies and the introduction of a 6.

Chapter 3 : Manufacturer of electrical distribution systems Welcome to Hager Malaysia

The threatened closure of a rare earths plant in Malaysia could benefit China in its trade war with the U.S. Side Hustle Handbook The Portfolio Closing A Factory In Malaysia Could Be Bad.

Chapter 4 : The World Factbook " Central Intelligence Agency

PHARMACEUTICAL MANUFACTURING HANDBOOK Regulations and Quality SHAYNE COX GAD, PH.D., D.A.B.T. Gad Consulting Services Cary, North Carolina A JOHN WILEY & SONS, INC.

Chapter 5 : Federation of Malaysian Manufacturers

Malaysia's Richest Innovation Side Hustle Handbook The Portfolio China-based manufacturers were already in the process of moving to lower-cost Southeast Asia. Now that trade tariffs have.

Chapter 6 : Malaysia. EMPLOYMENT ACT,

Manufacturers are best able to take the longest strides to safety in the least time." After observing "danger is a regrettable but unavoidable facet of life," the Commission goes on to conclude.

Chapter 7 : MYLabourLaw " Malaysian Labour Law References, Forum, FAQs & Guides

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Chapter 8 : Malaysia Piping Solution: Plastic Pipe Distributor | Bina Plastic

Malaysia Factories and Machinery Act - DOSH HSB Global Standards leverages its Boiler and Pressure Vessel Code knowledge and experience to provide inspection and engineering services related to most major boiler and pressure vessels codes.