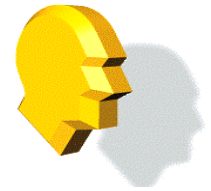


THE EMPLOYMENT ACT 1955



HEADWAY
Training & Development
CENTRE

22 & 23 OCTOBER 2008
JW MARRIOTT HOTEL, KUALA LUMPUR

YOUR QUESTIONS ANSWERED!

WHO WILL BENEFIT

- ✓ Human Resources Managers/ Executives
- ✓ Administration Managers/ Executives
- ✓ Industrial Relations Managers/ Executives
- ✓ Executive Secretaries
- ✓ General Affairs Executives
- ✓ Company Secretaries
- ✓ Supervisory Staffs
- ✓ Those intending to specialise in Human Resource Management

FREE

A complimentary book on
"Inspirational
'Quotes'
by World's Greatest
Personalities"
will be given to all
registered participants.

**Are you aware of
the provisions of
the Employment
Act and the
implications and
effects of the
amendments?**

WHAT YOU WILL LEARN?

- α Interpretation
- α Rights and Obligations of Employer & Employee
- α The Previous Amendments to E.A. 1955
- α Contract of Service
- α Wages
- α Hours of Work and Overtime
- α Rest Days and Public Holidays
- α Annual Leave and Sick Leave
- α Maternity Protection
- α Employment of Women, Children & Young Persons
- α Code of Conduct for Industrial Harmony 1975
- α Case Studies

GROUP ATTENDANCE IS HIGHLY RECOMMENDED

It is both practical and effective for companies to send several executives to the training programme at the same time in order to reap the benefits of shared management perspectives.

Training grant is available under the **PSMB – SBL Scheme**. We are an Approved Training Provider– **Serial No.: 0897**. Please apply through your HR Department at least 30 days prior to the event.

INTERPRETATION

- Employees Covered By The E.A. (First Schedule)
- Meaning Of Terms Used In The Employment Act

RIGHTS AND OBLIGATIONS OF EMPLOYER & EMPLOYEE

THE PREVIOUS AMENDMENTS TO THE EMPLOYMENT ACT

- Section 31 – Priority Of Wages Over Other Debts
- Section 32– Reference By The Court To Director General
- Section 60D – Holidays
- Section 60I – Ordinary Rate Of Pay
- Section 63 – Duty To Submit Returns
- Section 69C – Claims For Indemnity For Termination Of Contract Without Notice

CONTRACT OF SERVICE

- Contract Of Service Without A Time Frame
- Fixed Term Contract– Temporary Appointment Contracts
- Contract For Service As Against Contract Of Service

Terms And Conditions In A Contract Of Service

- Implied And Express Terms

Termination Of Contract Of Service

- When And How A Contract Is Terminated?
- Misconduct (Section 14.2 Of The E.A)
- Breach Of Contract
- Retirement – Retrenchment

WAGES

- Definition Of ‘Wages’
- Mode Of Payment Of Wages
- Wages On Termination, Dismissal, Retrenchment, Etc.
- Ordinary Rate Of Pay (ORP)
- Advance On Wages
- Deduction From Wages

HOURS OF WORK AND OVERTIME WORK

- Definition Of ‘Hour Of Work’
- Maximum Daily Hours And Weekly Hours Of Work
- Rest Period
- Spread-Over Period
- Shift Work
- Definition Of Overtime
- Limitation Of Overtime
- Rate Of Payment For Overtime

REST DAYS AND PUBLIC HOLIDAYS

- What Constitutes A Rest Day?
- Rest Day For Shift Workers
- Work On Rest Day
- Public Holidays – Minimum Numbers Of Public Holidays – Compulsory Public Holidays
- When A Public Holiday Falls On A Rest Day
- Substitution Of Public Holidays
- Public Holiday While On Sick Leave, Annual Leave, SOCSO Leave & Maternity Leave
- Work On Public Holiday And Rate Of Payment

Continuation....

ANNUAL LEAVE AND SICK LEAVE

- Annual Leave Eligibility And How To Calculate?
- Medical Attention – Sick Leave – Hospitalisation

MATERNITY PROTECTION

- What Constitutes Maternity, And What Does Not?
- Maternity Leave And Maternity Benefits
- Prolonged Maternity Leave

EMPLOYMENT OF WOMEN, CHILDREN & YOUNG PERSONS

- Conditions Of Employment Of Women
- Restrictions On The Employment Of Children & Young Persons

CODE OF CONDUCT FOR INDUSTRIAL HARMONY 1975

CASE STUDIES

THE PREVIOUS AMENDMENTS TO THE EMPLOYMENT ACT 1955

The amendments to the Employment Act 1955 have come into force and employers have been warned several times by the Ministry of Human Resources, through the media, on the consequences of non-compliance with the law. Are you aware of the provisions of the Employment Act and the implications and effects of the amendments, especially on the following:

- **Giving loans to employees and making deductions from their wages even with their consent**
- **Paying wages by cheque or through a bank account**
- **Allowing female employees to resume work before the expiry of maternity leave**
- **Sick leave eligibility**
- **Rights to those earning more than RM1,500.00**
- **Part-time and foreign employees**
- **Incentive payment schemes**
- **Flexible hours of work**
- **Powers of the labour department**

These and many other provisions of the Act may have adverse consequences on your relations with your employees and therefore, it is imperative that you have a thorough understanding of the Act. This programme is designed to provide participants with knowledge and understanding of the Employment Act within the context of the latest amendments. This is to ensure competency in compliance to the requirements of the law and contract, understanding their rights, fulfilling their obligations, avoiding costly consequences and generally help them do a better job.

THE EMPLOYMENT ACT 1955 – YOUR QUESTIONS ANSWERED!

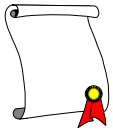
CALL US AT 03-5511 8761

VALUABLE CASE STUDIES WILL BE
ADDRESSED

CERTIFICATE OF PARTICIPATION

WILL BE PRESENTED UPON
THE COMPLETION OF THE
TRAINING PROGRAMME AS

EVIDENCE TO YOUR
PERSONAL AND
PROFESSIONAL
DEVELOPMENT.



COMPREHENSIVE COURSE MANUAL

A COMPILATION OF VALUABLE
INFORMATION, CASE STUDIES
AND READING MATERIALS

WILL BE PRESENTED TO ALL
REGISTERED PARTICIPANTS.



COURSE TIMING

REGISTRATION STARTS FROM
0815HRS ONWARDS.

COURSE PROPER STARTS AT

0900HRS AND ENDS AT
1700HRS ON

BOTH DAYS. LUNCH AND
REFRESHMENTS

WILL BE PROVIDED.



**Please Contact
Us at:**

03-5511 8761

Fax:

03-5511 8763

Email:

headway@tm.net.my

YOUR PROFESSIONAL TRAINER

EN. MUHAMMAD SADAS ABDULLAH graduated with a Second Class Honors Degree in History (International Relations) from the University of Malaya in 1977. Upon graduating, he joined DMIB Berhad, previously known as Dunlop Malaysian Industries Berhad, as a Management Trainee. He gained several years experience in manufacturing whilst holding various positions including a stint in the Internal Audit Department of DMIB.

He finally found his niche in the Human Resource Department and his last appointment was Industrial Relations Manager. Prior to his appointment as Industrial Relations Manager of DMIB, he was seconded in the Sime Darby Group Industrial Relations & Training Department for a period of one year in 1991 for extensive exposure in Industrial Relations with the Sime Darby Group of Companies.

Sadas completed the Diploma in Personnel Management conducted by MIHRM (previously known as MIPM) in 1990. Whilst with DMIB, Sadas has conducted several in-house training programmes and was appointed as Sime Darby in-house facilitator. He was a popular facilitator among the companies in the Sime Darby Group. In June 1994, Sadas was awarded the Sime Darby "Best Facilitator Award" for the year 1993/94. It was the first award of its kind for Sime Darby.

Sadas joined Professional and Organisation Development Sdn Bhd (POD) in 1994 as a Senior Consultant. Whilst there, he was involved in a number of projects and training programmes in the Industrial Relations and Human Resource Management. He left POD on 31st December 1996. From March 1997 he was the in-house Consultant of Malaysian Association of Productivity (MAP) until March 1998. He is currently the Associate Consultant of HEADWAY Training & Development Centre where he provides consultancy services and conducts training courses, lectures and talks principally in the area of Employee Relations. He was a panel member of the Industrial Court of Malaysia.

THE MORE SPECIFIC OBJECTIVES OF THE COURSE ARE TO ENABLE PARTICIPANTS TO:

- Gain a clear understanding of the aims and objectives of this training programme.
- Understand the legal meaning of all the important terms used in these Acts.
- Clearly distinguish the difference between a Contract of Service and Contract for Service.
- Understand the meaning of express and implied terms in a Contract of Service.
- Understand the meaning of Wages, ORP, Overtime rates, etc.
- Know how to avoid breaching the laws governing employment.
- Understand the role and jurisdiction of the Labour and Industrial Courts.
- Learn how to safeguard the Employer's Rights and Management Prerogatives.
- Be exposed to the relevant cases in the Malaysian courts in respect to the Employment Act, the protection given to employees and the burden imposed on employers.

registration form

JW MARRIOTT HOTEL,
KUALA LUMPUR
22 & 23 OCTOBER 2008

THE EMPLOYMENT ACT 1955

– YOUR QUESTIONS ANSWERED!



YOUR INVESTMENT

S08/10/12-R

COURSE REGISTRATION
INFORMATION

NO OF
DELEGATES

EARLY BIRD
RATE PER PAX

STANDARD
RATE PER PAX

1 pax

RM995 each

RM1,095 each

2 pax

RM950 each

RM1,050 each

3 pax
onwards

RM895 each

RM995 each

Please use a photocopy of this form if you wish to retain the programme details overleaf.

- To qualify for the Early Bird discount rate on the training programme, we must receive your Registration Form before 30TH SEPTEMBER 2008.

PARTICIPANT DETAILS

NAME 1 (MR/MS/MRS) _____ JOB TITLE _____

NAME 2 (MR/MS/MRS) _____ JOB TITLE _____

NAME 3 (MR/MS/MRS) _____ JOB TITLE _____

NAME 4 (MR/MS/MRS) _____ JOB TITLE _____

CONTACT DETAILS

NAME (MR/MS/MRS) _____

JOB TITLE _____

COMPANY _____

ADDRESS _____

EMAIL _____

TEL NO _____ FAX NO _____

SIGNATURE _____ APPROVED BY _____

PAYMENT

I enclose a cheque for RM _____

Banker's Draft (drawn on a Malaysian bank) on _____

Telegraphic Transfer on _____

DOCUMENTATION I won't be able to attend this course, please send me _____

Set(s) of the course documentation @ **RM 299 per copy**. Herewith, I enclose a cheque.

For Government Sector, a local order or letter of approval must be presented before the event. We will invoice you accordingly.

SATISFACTION GUARANTEED

If you feel that this particular event has NOT met the high standards you have come to expect from HEADWAY, we will give you a letter of credit equal to the value of the course. The letter is valid for you or for any member of the company for one year. Tell us where we went wrong in a short letter to the Director.

VENUE: JW MARRIOTT HOTEL

No. 183, Jalan Bukit Bintang,
55100 Kuala Lumpur.

Tel: 03-2716-8203

Website: www.ytlhotels.com.my

FEES : The fee is payable upon registration and paid in advance to the event. Walk-in delegates with payment will be admitted on a space available basis. Cheques/ Bankdrafts should be crossed and made payable to Headway Training & Development Centre.

By Telegraphic Transfer:

Hong Leong Bank Berhad
W-1-0, W-2-0 & W-1-1

Subang Square Business Centre
Jalan SS 15/4G,

Petaling Jaya, Selangor Darul Ehsan.

A/C No.: 045-000-222-16

Beneficiary:

HEADWAY Training & Development Centre

CANCELLATIONS : This registration may only be cancelled in writing not later than two weeks before the programme begins. A cancellation fee of RM 150.00 will be charged for administrative charges. The booking may not be cancelled nor any fees refunded thereafter. A substitute may be named at any time before the programme begins.

ACCOMODATION : We will send you details of recommended hotels along with the training programme registration confirmation upon request.

SBL SCHEME : Please apply for your rebate of the training programme fee under SBL scheme through your Human Resource Department at least 30 days in advance of the event. Please contact us for further information.

INCORRECT MAILING INFORMATION

If you receive duplicate mailings or if there is an error in your company's details, please complete the reverse of the envelope where appropriate and return it with its contents enclosed to us.

EASY WAYS TO REGISTER



Call us NOW at..

03-5511 8761



Fax us at...

03-5511 8763



Mail us at...

**HEADWAY Training &
Development Centre**
(Co. No.: 001143141-P)

No. 10-D, Block 1, 4th Floor,
Worldwide Business Park,
Jalan Tinju 13/50, Section 13,
40675 Shah Alam,
Selangor Darul Ehsan.