

D.R. 25/2010
RANG UNDANG-UNDANG
b e r n a m a

Suatu Akta untuk meminda Akta Kerja 1955. DIPERBUAT oleh Parlimen Malaysia seperti yang berikut:

Clause	Amendments before Parliament	MTUC's proposals & justifications
1. (1)	Tajuk ringkas dan permulaan kuat kuasa Akta ini bolehlah dinamakan Akta Kerja (Pindaan) 2010.	-
	(2) Akta ini mula berkuat kuasa pada tarikh yang ditetapkan oleh Menteri melalui pemberitahuan dalam Warta, dan Menteri boleh menetapkan tarikh yang berlainan bagi permulaan kuat kuasa peruntukan yang berlainan dalam Akta ini.	-
2.	Pindaan seksyen 2 Akta Kerja 1955 [Akta 265], yang disebut "Akta ibu" dalam Akta ini, dipinda dalam subseksyen 2(1)—	-
(a)	dalam takrif "confinement", dengan menggantikan perkataan "twenty-eight" dengan perkataan "twenty-two"; 2 Rang Undang-Undang	Agreed clause.
(b)	dalam takrif "constructional contractor", dengan menggantikan perkataan "assigns" dengan perkataan "assignees";	Agreed clause.
(c)	dengan memasukkan selepas takrif "contractor" takrif yang berikut: "contractor for labour" means a person who contracts with a principal, contractor or sub-contractor to supply the labour required for the execution of the whole or any part of any work which a contractor or sub-contractor has contracted to carry out for a principal or contractor, as the case may be;";	MTUC strongly objects to the inclusion of clause 2 (c) and (d) in the Employment Act 1955 and the subsequent inclusion of the term "contractor for labour" as it appears elsewhere in the Bill.
(d)	dalam takrif "employer", dengan memasukkan selepas perkataan "first mentioned person" perkataan "or any person who supplies or undertakes to supply any employee engaged by him to any employer, principal, contractor or sub-contractor";	<p>At the onset, it must be pointed out that, the introduction of the Employment Act (EA) in 1955, the then British Administration effectively abolished indenture labour, bonded labour and the "kangani" system and the like, in Malaya, effectively abolishing the middleman or the "contractor for labour" as employers. The EA at the same time established two very important principles of law which are sacrosanct. They are:</p> <ol style="list-style-type: none"> a. Security of tenure – ensuring permanence of job and b. Proprietary right to the job – where termination of worker, shall be with just cause and excuse and by due process. <p>These amendments will not be able to adhere to these basic tenants of the EA. The inclusion of these clauses would reduce the worker under the "contractor for labour" to a new labour sub-class of workers.</p> <p>According to the Laporan Pesidangan Meja Bulat Mengenai Penggajian PA Di Malaysia held on 5-Apr 2007, issued by the Institut</p>

		<p>Sumber Manusia Kebangsaan, Kementerian Sumber Manusia, the conference attended by MTUC officials, it was stated that the Cabinet Committee on Foreign Workers on 5-July 2005 agreed to the employment of foreign workers through the outsourcing concept. The report further went on to state the concept, aim and management of the outsource companies as follows:</p> <ul style="list-style-type: none"> • Outsourcing concept <p>Outsourcing is a concept where the management and supply services are undertaken by companies selected by the government. The government shall select and supervise these companies who are reliable to be responsible to recruit, supervise and manage foreign workers and present the workers to customers who need them under the outsourcing concept.</p> <ul style="list-style-type: none"> • Aim: <p>The implementation of outsourcing aims to assist to overcome the problems of shortage of workers and small companies who do not have the resources to manage foreign workers full time will save cost. It will also help companies/management who needs large workforce from time to time especially to fulfill additional increase in contractual obligations, for peak seasonal collection of harvest and so on.</p> <ul style="list-style-type: none"> • Management: <p>The management of foreign workers shall be managed in an orderly and systematic manner. Accommodation, transportation, payment of wages of RM400, medical examination including insurance coverage shall be under the outsourcing company.</p> <p>These outsource companies were allowed to exist outside the preview of the existing labour laws of the country by the cabinet. The Star on Tue 23-Feb 2010 reported that there are 277 registered outsourcing companies. The Ministry of Home Affairs seems to be registering these companies when such companies should be registered under EMPLOYMENT (RESTRICTION) ACT 1968 under the Ministry of Human Resources.</p> <p>In an interview with Datuk Ishak Mohamed, the Enforcement Director Immigration Department, by the New Straits Times on July 20, 2008, we quote the following:</p> <p>Q: Should foreign labour outsourcing be banned? A: Outsourcing is the best solution for the government to manage foreign workers.</p> <p>Q: Why? A: There are two scenarios. One is that as companies get bigger,</p>
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		<p>they will need more manpower and with outsourcing they can get workers in a more organized way. Two, outsourcing is good as it will attract foreign direct investment. Investors will not want unions to be formed in their establishments. Through outsourcing, it would be difficult for unions to be formed as outsourcing company, and not the factory, would be the employer.</p> <p>The intent and purpose of the outsource companies sanctioned by the cabinet as exposed by the Enforcement Director, Immigration Department is in direct contravention of the ILO Convention 98 on Right to Organise and Collective Bargaining Convention, 1949 which was ratified by Malaysia in 1961. The convention states as follows:</p> <p>Article 1</p> <ol style="list-style-type: none"> 1. Workers shall enjoy adequate protection against acts of anti-union discrimination in respect of their employment. 2. Such protection shall apply more particularly in respect of acts calculated to-- <ol style="list-style-type: none"> (a) make the employment of a worker subject to the condition that he shall not join a union or shall relinquish trade union membership; (b) cause the dismissal of or otherwise prejudice a worker by reason of union membership or because of participation in union activities outside working hours or, with the consent of the employer, within working hours. <p>Article 2</p> <ol style="list-style-type: none"> 1. Workers' and employers' organisations shall enjoy adequate protection against any acts of interference by each other or each other's agents or members in their establishment, functioning or administration. 2. In particular, acts which are designed to promote the establishment of workers' organisations under the domination of employers or employers' organisations, or to support workers' organisations by financial or other means, with the object of placing such organisations under the control of employers or employers' organisations, shall be
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		<p>deemed to constitute acts of interference within the meaning of this Article.</p> <p>The New Straits Times, Monday, September 21, 2009, quoted the Labour Director-General Datuk Ismail Abdul Rahim that the department has introduced a quota system, where for the manufacturing sector dealing in exports it is two foreigners to one local and one local to one foreigner for all other sectors". It seems that the government has put in the plan to provide lucrative business to suppliers of foreign workers and as such these amendments to include "contractor for labour" is appropriate to facilitate such business.</p> <p>Outsource companies are now not only supplying foreign workers but also local workers. Local workers supplied by the outsource companies do not follow the EA and their terms and conditions of service contravene the provisions of the EA.</p> <p>The cabinet by allowing the establishment of the outsource companies in 2005 and thence the contract system; opened the doors of hell that facilitated a direct assault on the basic foundation of labour rights and the enslavement of the dignity of labour, perpetuating the establishment and operation of the LABOUR BLACK MARKET. The labour black market operating outside the preview of the Ministry of Human Resources.</p> <p>The Chairman of the Cabinet Committee on Foreign Workers and Illegal Workers, Deputy Prime Minister Tan Sri Muhyiddin Yassin rightly pointed out as quoted in The Star on Tue 23-Feb 2010 as saying that the Laboratory had been directed to put outsourcing companies under the microscope to ensure that they stick to their role as <u>providers of workers and not as employers.</u></p> <p>We have a specific Act of Parliament that regulate the providers of (LOCAL) workers - PRIVATE EMPLOYMENT AGENCY ACT 1981</p> <p>Further, if we refer to the statement by the Honourable Datuk Dr. S. Subramaniam Minister of Human Resources, at the 98th session of the International Labour Conference in Geneva, on Thursday, 11 June 2009 where he mentioned and we quote "It is imperative that we take this crisis (Global Economic Crisis) as an opportunity to reaffirm our commitment to the principles of Decent Work and through such commitment the dignity and the rights of workers, as enshrined in the</p>
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		<p>principles of Decent Work should continue to form the basis of the national agenda for our respective governments”. He further stated that “In Malaysia, we have instituted high ranking tripartite monitoring mechanisms very much early in the crisis to ensure that the economic consequences of this crisis does not step on the rights of our workers as prescribed in the Constitution and in the laws of the country’.</p> <p>The amendment to define “contractor for labour” as employer is AGAINST the Decent work agenda, as it:</p> <ul style="list-style-type: none">❖ DOES NOT provide opportunities for work that is productive.❖ DOES NOT deliver a fair income.❖ NO security in the workplace and social protection for families.❖ NO prospects for personal development and social integration.❖ Creation of a social under class of workers. <p>The amendment directly contradicts the Prime Minister’s goal of achieving a high income earning country when a labour supplier is allowed to siphoned part of the already low wages earned by the workers as commission (or whatever term called) from the principle employer, on every pay-day for as long as the worker is supplied by the “contractor for labour”!.</p> <p>As such the inclusion of ‘Contractor for labour’ in the EA will slowly and surely suppress the wages of all class of workers, be they white or blue collar workers.</p> <p>It must be pointed out that the existing provisions in Parts VI, VII, XIIB, XIII, XIV and XV in the current EA provides for workers under contractors and sub-contractors, agents (please refer to definition of employer), any person or any establishment where any commerce, trade, profession or business of any description is carried on [please refer to 63A) (1)] and therefore there is no need to introduce such an amendment including the proposed 33A.</p> <p>Unlike the principal employer or the contractor who carry out work, the contractor for labour or labour supplier;</p> <ul style="list-style-type: none">• does not own the means nor the factors of production or services and have no knowledge on how to carry-out work;• does not possess capital nor technology nor are they innovators and definitely are not wealth generators;• are actually parasites living off the blood and sweat of the workers they “possess”.
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(e)	dengan memasukkan selepas takrif “medical officer” takrif yang berikut: ‘ “Minister” means the Minister charged with the responsibility for human resources;’;	Agreed clause.
(f)	dengan memasukkan selepas takrif “registered medical practitioner” takrif yang berikut: “sexual harassment” means any unwanted conduct of a sexual nature, whether verbal, non-verbal, visual, gestural or physical, directed at a person which is offensive or humiliating or is a threat to his well-being, arising out of and in the course of his employment;” dan	<p>Including Sexual harassment in the EA limits to the private sector in Peninsular Malaysia only. Sexual harassment is a criminal offence. As such a Police report needs to be made by the victim. Or the victim can opt for the right of remedy under S20 IRA - as a constructive dismissal case before the Industrial Court, as is the current practice.</p> <p>While in principle MTUC welcomes such actions to curb sexual harassment, MTUC proposes that a separate (new) Act be enacted to include both the public and private sector employees in Peninsular Malaysia, Sabah & Sarawak, in line with the 1 Malaysia concept</p>
(g)	dengan memotong takrif “sub-contractor for labour”.	“sub-contractor for labour” should be maintained as per the Act, as per the reasons and justifications provide herein above.
3.	Pindaan seksyen 4 Seksyen 4 Akta itu dipinda dengan menggantikan perkataan “under section 69 or section 73” dengan perkataan “or decision under section 69, 69B, 69C or 73”. Kerja (Pindaan) 3	Agreed clause.
4.	Pindaan Bahagian V Bahagian V Akta itu dipinda dengan menggantikan tajuk “RELATING TO THE TRUCK SYSTEM” dengan tajuk “SYSTEM OF PAYMENT OF WAGES”.	Agreed clause.
5.	Pindaan seksyen 25A Perenggan 25A(1)(a) Akta itu dipinda dengan memasukkan selepas perkataan “the Banking and Financial Institutions Act 1989 [Act 372]” perkataan “or any licensed financial institution or other institutions approved by Bank Negara Malaysia”.	Agreed, provided deposits in such “any licensed financial institution or other institutions approved by Bank Negara Malaysia” are guaranteed by the Govt. of Malaysia.

6.	<p>Seksyen baru 25B Akta ibu dipinda dengan memasukkan selepas seksyen 25A seksyen yang berikut:</p> <p>“Payment of wages of domestic servant</p> <p>25B. Notwithstanding sections 25 and 25A, the wages of a domestic servant shall be paid into an account in the name of the domestic servant at a bank or finance company licensed under the Banking and Financial Institutions Act 1989 or any licensed financial institution or other institutions approved by Bank Negara Malaysia:</p> <p>Provided that the Director General may, on an application made to him by an employer of the domestic servant, exempt the employer in writing from the application of this section.”</p>	<p>Agreed, provided deposits in such “any licensed financial institution or other institutions approved by Bank Negara Malaysia” are guaranteed by the Govt. of Malaysia.</p>
7.	<p>Pindaan seksyen 31 Seksyen 31 Akta ibu dipinda dengan menggantikan perkataan “sub-contractor for labour”, di mana-mana jua terdapat, dengan perkataan “contractor for labour”.</p>	<p>As per the reasons and justifications provide herein above the current definition of “sub-contractor for labour” should be maintained.</p>
8.	<p>Pindaan Bahagian VII Bahagian VII Akta ibu dipinda dengan menggantikan tajuk “CONTRACTORS AND PRINCIPALS” dengan tajuk “CONTRACTORS, PRINCIPALS AND CONTRACTORS FOR LABOUR”.</p>	<p>As per the reasons and justifications provide herein above.</p>
9.	<p>Seksyen baru 33A Akta ibu dipinda dengan memasukkan selepas seksyen 33 seksyen yang berikut:</p> <p>“Information relating to supply of employees</p> <p>33A. (1) A contractor for labour who intends to supply or undertakes to supply any employee shall register with the Director General in the prescribed form.</p> <p>(2) If a contractor for labour referred to in subsection (1) supplies any employee, he shall keep or maintain one or more registers containing information regarding each employee supplied by him and shall make such registers available for inspection.</p> <p>(3) A contractor for labour who—</p>	<p>As per the reasons and justifications provide herein above the current provisions are adequate i.e. Part XIIB and XIII. As such this new clause 33 A is redundant.</p> <p>The current S33 places the liability jointly and severally on the principals and contactors.</p> <p>Clause 9 should be dealt with under EMPLOYMENT (RESTRICTION) ACT 1968, for foreign workers and PRIVATE EMPLOYMENT AGENCY ACT 1981, for local workers. Both Acts are under the Ministry of Human Resources.</p>

	<p>(a) fails to register with the Director General as required under subsection (1); or</p> <p>(b) fails to keep or maintain any register, or make available any register for inspection as required under subsection (2),</p> <p>commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit.”.</p>	
10.	<p>Pindaan seksyen 37 Seksyen 37 Akta ibu dipinda dengan memasukkan selepas subseksyen (3) subseksyen yang berikut:</p> <p>“(4) Any employer who terminates the service of a female employee during the period in which she is entitled to maternity leave commits an offence:</p> <p>Provided that for the purposes of this section, such termination shall not include termination on the ground of retirement, resignation tendered by such employee or on the ground of closure of the employer’s business.”.</p>	Agreed clause.
11.	<p>Pindaan seksyen 40 Seksyen 40 Akta ibu dipinda dengan menggantikan subseksyen (3) dengan subseksyen yang berikut:</p> <p>“(3) Notwithstanding subsections (1) and (2), any employer who terminates the service of a female employee who fails to give such notice of her maternity leave during the period in which she is entitled to maternity leave commits an offence.”</p>	Agreed clause.
12.	<p>Pindaan seksyen 42 Subseksyen 42(2) Akta ibu dipinda dengan menggantikan perkataan “a female employee is dismissed from her employment” dengan perkataan “the service of a female employee is terminated”.</p>	Agreed clause.
13.	<p>Pindaan seksyen 60 Perenggan 60(3)(b) Akta ibu dipinda dengan memasukkan selepas perkataan “monthly” perkataan “or weekly”.</p>	Agreed clause.
14.	<p>Pindaan seksyen 60D Seksyen 60D Akta ibu dipinda —</p> <p>(a) dalam subseksyen (1) —</p>	Agree but should include all gazetted state and federal public holidays. Private sector employees are also rakyat and thus should also have the same benefit as the public sector employees with regards to public holidays, in line with “1 Malaysia” and “Rakyat Di Dahalukan”.

	<p>(i) dengan menggantikan perkataan “a this” dengan perkataan “at his”; dan</p> <p>(ii) dalam perenggan (a)—</p> <p>(A) dengan menggantikan perkataan “ten” dengan perkataan “eleven”;</p> <p>(B) dengan menggantikan perkataan “four” dengan perkataan “five”;</p> <p>(C) dalam subperenggan (iii), dengan memotong perkataan “and” yang terdapat di hujung subperenggan; dan</p> <p>(D) dengan memasukkan selepas subperenggan (iv) subperenggan yang berikut:</p> <p>“(v) Malaysia Day; and”; dan</p> <p>(b) dalam perenggan (3)(aaa), dengan memotong perkataan “in” yang terdapat selepas perkataan “referred”.</p>	
15.	<p>Pindaan seksyen 60I</p> <p>Seksyen 60I Akta ibu dipinda—</p> <p>(a) dalam subseksyen (1C), dengan memasukkan selepas perkataan “on a daily” perkataan “or an hourly”; dan</p> <p>(b) dalam subseksyen (1D), dengan memasukkan selepas perkataan “on a daily” perkataan “or an hourly”.</p>	Agreed clause.
16.	<p>Penggantian seksyen 60K</p> <p>Akta ibu dipinda dengan menggantikan seksyen 60K dengan seksyen yang berikut:</p> <p>“Notice to employ foreign employees and submission of returns</p> <p>60K. (1) An employer who intends to employ a foreign employee shall give notice of his intention to do so in the prescribed form to the Director General.</p> <p>(2) The Director General may, at any time after receipt of a notice under subsection (1), request the employer to furnish him within the period specified in the request or within any extended period of time, further information or particulars on the notice.</p> <p>(3) Upon receipt of the notice or further information or particulars under subsection (2), the Director General may impose conditions on the employer relating to the employment of the foreign employee as he thinks fit.</p> <p>(4) An employer who—</p>	Do not agree. Maintain current provision.

	<p>(a) employs a foreign employee without giving a notice as required under subsection (1);</p> <p>(b) fails to furnish any further information or particulars as may be required by the Director General under subsection (2);</p> <p>(c) gives notice under subsection (1) containing any false or misleading particulars; or</p> <p>(d) gives any false or misleading further information or particulars under subsection (2),</p> <p>commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit.</p> <p>(5) An employer who employs a foreign employee shall, within fourteen days of the employment, furnish the Director General with the particulars of the foreign employee by forwarding the particulars to the nearest office of the Director General in such manner as may be determined by the Director General.</p> <p>(6) An employer or any specified class of employers, whenever required to do so by the Director General, shall furnish returns of particulars relating to the employment of a foreign employee in such manner and at such intervals as the Director General may direct.</p> <p>(7) An employer who contravenes subsections (5) or (6) commits an offence and shall, on conviction, be liable to a fine not exceeding fifty thousand ringgit.”</p>	
17.	<p>Pindaan seksyen 60O Section 60O Akta ibu dipinda—</p> <p>(a) dalam nota bahu, dengan memasukkan selepas perkataan “Permanent resident” perkataan “or domestic servant”; dan</p> <p>(b) dengan memasukkan selepas perkataan “Malaysia” perkataan “or a domestic servant”.</p>	Do not agree. No reason to exclude foreign domestic servants.
18.	<p>Pindaan seksyen 69 Subseksyen 69(2) Akta ibu dipinda dengan menggantikan perkataan “sub-contractor for labour” dengan perkataan “contractor for labour”.</p>	Consequential

19.	<p>Pindaan seksyen 73 Subseksyen 73(1) Akta ini dipinda dengan menggantikan perkataan “sub-contractor for labour” dan “subcontractor for labour” dengan perkataan “contractor for labour”.</p>	Consequential
20.	<p>Pindaan seksyen 79 Subseksyen 79(1) Akta ini dipinda dengan menggantikan perkataan “Electricity Act 1949 [Act 116]” dengan perkataan “Electricity Supply Act 1990 [Act 447]”.</p>	Agreed clause.
21.	<p>Bahagian baru XVA Akta ini dipinda dengan memasukkan selepas Bahagian XV Bahagian yang berikut:</p> <p style="text-align: center;">“PART XVA SEXUAL HARASSMENT</p> <p>Interpretation 81A. For the purposes of this Part, “complaint of sexual harassment” means any complaint relating to sexual harassment made—</p> <p>(i) by an employee against another employee; (ii) by an employee against any employer; (iii) by an employer against another employer; or (iv) by an employer against an employee.</p> <p>Establishment of procedure for dealing with complaints of sexual harassment and inquiry into such complaints</p> <p>81B. (1) An employer shall establish procedure for dealing with complaints of sexual harassment.</p> <p>(2) Any person may make a complaint of sexual harassment in accordance with the procedure established under subsection (1).</p> <p>(3) Upon receipt of a complaint of sexual harassment under subsection (2), an employer or any class of employers shall inquire into the complaint in a manner prescribed by the Minister.</p> <p>(4) Subject to subsection (5), where an employer refuses to inquire into the complaint of sexual harassment as required under subsection (3), he shall, as soon as practicable but in any case not later than thirty days after the date of the receipt of the complaint, inform the complainant of the</p>	Refer to clause 2 (f)

refusal and the reasons for the refusal in writing.

(5) Notwithstanding subsection (4), an employer may refuse to inquire into any complaint of sexual harassment as required under subsection (3), if—

(a) the complaint has previously been inquired into and no sexual harassment has been proven; or

(b) the employer is of the opinion that the complaint of sexual harassment is frivolous, vexatious or is not made in good faith.

(6) Any person who is dissatisfied with the refusal of the employer to inquire into his complaint of sexual harassment, may refer the matter to the Director General.

(7) The Director General after reviewing the matter referred to him under subsection (6)—

(a) if he thinks that the matter should be inquired into, direct the employer to conduct an inquiry; or

(b) if he agrees with the decision of the employer not to conduct the inquiry, inform the person who referred the matter to him that no further action will be taken.

Findings of the inquiry by employer

81C. Where the employer conducts an inquiry into a complaint of sexual harassment received under subsection 81B(3) and the employer is satisfied that sexual harassment is proven, the employer shall—

(a) in the case where the person against whom the complaint of sexual harassment is made is an employee, take disciplinary action which may include the following:(i) dismissing the employee without notice;

(ii) downgrading the employee; or

(iii) imposing any other lesser punishment as he deems just and fit, and where the punishment of suspension without wages is imposed, it shall not exceed a period of two weeks; and

(b) in the case where the person against whom the complaint of sexual harassment is made is a person other than an employee, recommend that the person be brought before an appropriate disciplinary authority to which the person is subject to.

Complaints of sexual harassment made to the Director General

81D. (1) If a complaint of sexual harassment is made to the Director General, the Director General shall assess the complaint and may direct an employer to inquire into such complaint.

(2) The employer shall inquire into the complaint of sexual harassment when directed to do so under subsection (1) and submit a report of the inquiry to the Director General within thirty days from the date of such direction.

(3) If a complaint of sexual harassment received by the Director General is made against an employer who is a sole proprietor, the Director General shall inquire into such complaint himself in a manner prescribed by the Minister.

Findings of the inquiry by the Director General

81E. (1) Where the inquiry is conducted by the Director General himself under subsection 81D(3) and the Director General is satisfied that sexual harassment is proven, the contract of service between the employer and the complainant may be deemed to be broken.

(2) If a contract of service is deemed to be broken under subsection (1), the complainant is entitled to termination benefits and indemnity provided for under the Act or contract of service, as the case may be.

Offence

81F. Any employer who fails—

(a) to establish procedure for dealing with complaints of sexual harassment under subsection 81B(1);

(b) to inquire into complaints of sexual harassment under subsection 81B(3);

(c) to inform the complainant of the refusal and the reasons for the refusal as required under subsection 81B(4);

(d) to inquire into complaints of sexual harassment when directed to do so by the Director General under paragraph 81B(7)(a) or subsection 81D(2); or (e) to submit a report of inquiry into sexual harassment to the Director

	<p>General under subsection 81D(2), commits an offence and shall, on conviction, be liable to a fine not exceeding ten thousand ringgit.</p> <p>Application of this Part irrespective of wages of Employee</p> <p>81G. Notwithstanding the provisions of this Act, the provisions of this Part extend to every employee employed under a contract of service irrespective of the wages of the employee.”</p>	
22.	<p>Pindaan seksyen 82 Subseksyen 82(1) Akta ibu dipinda dalam perenggan (b) proviso dengan memotong perkataan “male”.</p>	Agreed clause.
23.	<p>Pindaan seksyen 86 Seksyen 86 Akta ibu dipinda dengan menggantikan perkataan “section 69” dengan perkataan “section 69, 69B or 69C”.</p>	Agreed clause.
24.	<p>Seksyen baru 90A Akta ibu dipinda dengan memasukkan selepas seksyen 90 seksyen yang berikut:</p> <p>“Protection of officers</p> <p>90A. No action shall lie or be brought, instituted or maintained in any court against—</p> <p>(a) the Director General, Deputy Director General or any other officer duly appointed under this Act for or on account of or in respect of any act ordered or done for the purpose of carrying this Act into effect; and</p> <p>(b) any other person for or on account of or in respect of any act done or purported to be done by him under the order, direction or instruction of the Director General, Deputy Director General or any other officer duly appointed under this Act, if the act was done in good faith and in a reasonable belief that it was necessary for the purpose intended to be served by it.”.</p>	No need. Public officials have adequate protection and let the “rule of law” apply.
25.	<p>Pindaan seksyen 92 Perenggan 92(a) Akta ibu dipinda dengan memasukkan selepas perkataan “section 25, 25A,” perkataan “25B,”.</p>	Agreed clause.
26.	<p>Pindaan seksyen 101A Seksyen 101A Akta ibu dipinda—</p>	Maintain current provision. No need to expand “or any officer authorized in writing by the Director General” so as to avoid

	<p>(a) dalam subseksyen (1), dengan menggantikan perkataan “or a Deputy Director General appointed under paragraph 3(2)(a)” dengan perkataan “, Deputy Director General or any officer authorized in writing by the Director General”;</p> <p>(b) dalam subseksyen (2), dengan menggantikan perkataan “or the Deputy Director General”, di mana-mana jua terdapat, dengan perkataan “, Deputy Director General or any officer authorized in writing by the Director General”;</p> <p>(c) dalam subseksyen (3), dengan menggantikan perkataan “or the Deputy General” dengan perkataan “, Deputy Director General or any officer authorized in writing by the Director General”; dan</p> <p>(d) dalam subseksyen (5), dengan menggantikan perkataan “or a Deputy Director General” dengan perkataan “, Deputy Director General or any officer authorized in writing by the Director General”.</p>	<p>inexperience officers handling such cases and to prevent the Director General or the Deputy Director General from delegating their responsibilities for which they are paid to do.</p>
<p>27.</p>	<p>Seksyen baru 101B Akta ibu dipinda dengan memasukkan selepas seksyen 101A seksyen yang berikut:</p> <p>“Offence by body corporate, etc.</p> <p>101B. Where an offence under this Act has been committed by a body corporate, partnership, society or trade union—</p> <p>(a) in the case of a body corporate, any person who is a director, manager, or other similar officer of the body corporate at the time of the commission of the offence;</p> <p>(b) in the case of a partnership, every partner in the partnership at the time of the commission of the offence; and</p> <p>(c) in the case of a society or trade union, every office bearer of the society or trade union at the time of the commission of the offence, shall be deemed to have committed the offence and may be charged jointly or severally in the same proceedings as the body corporate, partnership, society or trade union.”.</p>	<p>Reject as current provisions are adequate.</p>
<p>28.</p>	<p>Pindaan seksyen 102 Subseksyen 102(2) Akta ibu dipinda—</p>	<p>Agreed except for clause (l) for reasons and justification herein above.</p>

<p>(a) dalam perenggan (i), dengan menggantikan perkataan “section 69” dengan perkataan “section 69, 69B or 69C”;</p> <p>(b) dalam perenggan (j), dengan menggantikan noktah dengan koma bermoktah; dan</p> <p>(c) dengan memasukkan selepas perenggan (j) perenggan yang berikut:</p> <p>“(k) prescribing the forms of notice and returns of particulars used under section 60K;</p> <p>(l) prescribing the procedure for dealing with complaints of sexual harassment and the procedure to inquire into such complaints under Part XVA;</p> <p>(m) prescribing the terms and conditions of service of a domestic servant.”</p>	
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