



STUDY ON DIRECT EMPLOYMENT OF CONTRACT WORKERS IN GOVERNMENT AGENCIES

JARINGAN PEKERJA KONTRAK KERAJAAN
(JPKK) – AUGUST 2020

SUPPORTED BY

TABLE OF CONTENTS

SECTION	CONTENT	PAGE
	Table of Contents	i
	List of Acronyms	iii
	List of Tables	iv
	List of Pictures	v
	Appreciation	vi
	Executive Summary	vii
1.0	INTRODUCTION	1
2.0	BACKGROUND	2
3.0	METHODOLOGY	3
3.1	Limitations	4
4.0	FINDINGS	6
4.1	Hospital Support Services	6
4.1.1	Remuneration of Hospital Support Workers	9
4.1.2	Work Equipment & Personal Protective Equipment (PPE)	14
4.1.3	Workload and Workplace Harassment	15
4.1.4	Union Busting	16
4.2	School Cleaning Services	25
4.2.1	Remuneration of School Cleaners	26
4.2.2	Work Equipment & Personal Protective Equipment (PPE)	28
4.2.3	Workload and Workplace Harassment	29
4.3	School Security Services	31
4.3.1	Remuneration of School Security Guards	32
4.3.2	Work Equipment & Personal Protective Equipment (PPE)	35
4.3.3	Workload and Workplace Harassment	35
4.4	Financial Beneficiary of The Outsourcing System	37
4.4.1	Hospital Support Services	37
4.4.2	School Cleaning Services	41
4.4.3	School Security Services	43

5.0	THE CASE FOR DIRECT EMPLOYMENT	47
5.1	Impact of Contract System on The Workers	47
5.2	Benefits of Direct Employment for Workers	50
5.3	Burden on Government Agencies	56
6.0	CONCLUSION	57
	References	59
	APPENDIX A: List of Respondents	63
	APPENDIX B: Survey Questionnaires	65
	APPENDIX C: Request for Information	74
	APPENDIX D: JPKK Meeting with Former Education Minister Dr. Maszlee Malik	85
	APPENDIX E: Letter of Employment for Workers with Service Years from 1997 to 2020	86
	APPENDIX F: UEM Edgenta Bhd Ends of NS Medik Sdn Bhd Contract	114
	APPENDIX G: EDGENTA UEMS Response to NUWHSAS Request for Meeting	123
	APPENDIX H: Request to Use Public Hospital Space by Hospital Cleaner Through NUWHSAS	127
	APPENDIX I: Memorandums Submitted by NUWHSAS	133
APPENDIX J: List of Labour Abuses by School Contractor Referred By JPKK To MOE	143	

LIST OF ACRONYMS

NUMBER	ACRONYMS	EXPLICATION
1	CGSO	Chief Government Security Office
2	EIS	Employment Insurance Scheme
3	EPF	Employees Provident Fund
4	GLC	Government Linked Companies
5	GLIC	Government Linked Investment Companies
6	JPKK	Network of Government Contract Workers
7	IRD	Industrial Relations Department
8	JTK	Manpower Department (formerly Labour Department)
9	JPN	State Education Department
10	MACC	Malaysian Anti-Corruption Commission
11	MOE	Ministry of Education
12	MOF	Ministry of Finance
13	MOF Inc	Ministry of Finance Incorporated
14	MOH	Ministry of Health
15	MOHR	Ministry of Human Resources
16	MOU	Memorandum of Understanding
17	NHSS	Northern Hospitals Support Services
18	NUWHSAS	National Union of Workers in Hospital Support and Allied Services
19	PPD	District Education Office
20	PPE	Personal Protective Equipment
21	PSD	Public Service Department
22	RM	Malaysian Ringgit
23	SOCSO	Social Security Organisation

LIST OF TABLES

TABLE	TITLE	PAGE
3.1	Response on Request for Information	4
4.1	Basic Salary of Hospital Cleaners Under Outsourcing Company	10
4.2	Salary Comparison between Government Employed Hospital Attendants and Outsourcing Company Employed Contract Workers	11
4.3	Bonus Granted for Hospital Cleaners Since Outsourcing	11
4.4	Type and Number of Holidays per Year for Government Workers	12
4.5	Annual Leave for Workers Under Edgenta UEMS Sdn Bhd	12
4.6	Benefits Summary for Hospital Cleaner Since Outsourcing	13
4.7	List of Complaints Filed Against UEM Edgenta Bhd and its Subsidiaries for Union-Busting Actions	19
4.8	School Cleaners Working Hours Comparison in 1995 & 2020	25
4.9	Basic Salary for School Cleaners from 2015 to 2020	27
4.10	Working Hours for Security Guards by Employment Type	32
4.11	Basic Salary for Security Guards From 2002 to 2020	32
4.12	Federal Government Ownership in UEM Edgenta Berhad	37
4.13	Total Number of Security Workers for Daily School	44
4.14	Salary Pay Out for Daily School Security in 2019	44
4.15	Total Monthly Remuneration for Outsourcing Security Guards	45
5.1	Daily Effects of Outsourcing System	47
5.2	Remuneration of Government Workers Before Outsourcing (1995)	51
5.3	Potential Remuneration of Government Workers (2016)	51
5.4	Comparison of Employment Benefits as Outsourced Workers and Government Workers	53

LIST OF PICTURES

PICTURE	TITLE	PAGE
4.1	Banner Raised by Security Guards at SRJK Keat Hwa (S), Kedah On After Contractor Failed to Pay 4 Months Of Wages.	33
4.2	Security Guards Showing Copy of Report After Contractors Failed to Pay Outstanding Salaries For 14 Months	34
4.3	Supply Chain Relation and Profiteering by Government	40
4.4	Tendering Process of School Cleaning Services	42
4.5	Contract Offer Schedule for School Security Services for January 2017- December 2019	43
4.6	Tendering Process of School Security Services	46
5.1	Daily Effects of Outsourcing System	50

APPRECIATION

JPKK would like to take this opportunity to thank the people made this study possible.

Special appreciation to Mr A. Jayanath for his expertise, knowledge, guidance and diligence to frame, guide, and check the study.

This study was made possible with the grant from Malaysia Reform Initiative (MARI) funded by U.S. Agency for International Development (USAID) through United States (US) Embassy in Kuala Lumpur.

JPKK thank the state coordinators and National Union of Workers in Hospital Support and Allied Services (NUWHSAS) for identifying workers as respondents and providing formal documents information.

Special thanks to the Sivaranjani and Daniel Hakeem from JPKK as well as M. Saraswathy and L. Danaletchumy from NUWHSAS for supporting this research with their respective knowledge.

Finally, this study would not be possible without the assistance of other critical stakeholders such as the government, private sector, former school headmasters and contractors for their inputs to fill the information gaps.

JPKK thank the cleaners and security guard whom shared their respective plight, problems and issues in a transparent manner.

May this short study highlight and acknowledge their respective contribution and sacrifice for this nation and society.

EXECUTIVE SUMMARY

This study was initiated by the Government Contract Workers Network JPKK to understand the impact outsourcing on an estimated 150,000 contract workers serving as cleaners in schools and hospitals; and security guards at schools. This study was funded with grant from Malaysia Reform Initiative (MARI) funded by U.S. Agency for International Development (USAID) through United States (US) Embassy in Kuala Lumpur.

In 1983, the Government of Malaysia announced its intention to embark on a Privatisation Policy. In 1995, the government announced the outsourcing of public hospital support under the purview of the Ministries of Health. The stated objectives were to relieve the financial and administrative burden of the government and to improve the quality of services to the public. This involved the transfer of certain categories of government workers to the private sector Concession companies.

The findings in this report are presented based on the said three (3) support service workers. The research shows that the outsourcing of services has taken a heavy toll on the workers, the majority of whom come from the Bottom 10% households. They have lost out in terms of remuneration and benefits. Over the years, the workers had endured labour abuses and union busting. They and their families have been deprived the basic human right to lead a decent and dignified life. The lack of transparency on the part of the Government in the whole process of outsourcing has not helped the cause of the workers. This research makes a compelling case for the direct employment of the workers.

As government employees, the workers would benefit tremendously in terms of job security, fair work practices and protection of labour rights. This will enhance the physical and psychological state of the workers, and most certainly improve their quality of life. Concomitantly, the main recommendation calls for the Government of Malaysia to make public its commitment to absorb the contract workers affected by outsourcing of support service into the government service by June 2021.

1.0 INTRODUCTION

The Government Contract Workers Network (JPKK) is a coalition of 20 grassroots groups established in 2017 to organise contract workers in government agencies such as cleaners, security guards and gardeners. This study was initiated by JPKK to understand the implications and impact on the workers of the outsourcing of critical support services by government.

The study focused on the support services at hospitals under the Ministry of Health (MOH) and public schools under the Ministry of Education (MOE).

The Objectives of the research are: -

- i. To analyse the merits of direct employment of support services workers by government agencies as compared to the current outsourced contract labour system;
- ii. To highlight the labour and human rights issues faced by workers under the current system;
- iii. To make recommendations on re-evaluating the current system from the perspective of the worker.

2.0 BACKGROUND

Under the Seventh Malaysia Plan (1996 -2000), government support services systems such as cleaning, maintenance and security have been outsourced to the private contractors¹. This was a component of the Privatisation Policy introduced in 1983. The policy was intended to reduce government expenditures and to improve the quality of service delivery².

The policy and the system have been in operations for almost 25 years. In 2019, it was estimated that there are some 150,000 contract workers in 10,800 government schools and 148 government hospitals.

These workers have been deprived of their minimum benefits as prescribed by labour laws through re-employment and uncertain employment conditions. The workers employed under outsourced contractors have been subjected to exploitative working conditions such as;

- i. long working hours;
- ii. arbitrary dismissal;
- iii. delays in wage payment; and
- iv. excessive workload.

The workers existing benefits have been steadily reduced and withdrawn over the years through re-employment. JPKK and National Union of Workers in Hospital Support and Allied Services (NUWHSAS) have been consistently raising the plight of the workers and have been advocating for a permanent solution. JPKK is of the view that the time has come for re-evaluation of the policy as these contract workers have faced, and are continuing to face many problems, daily.

¹ PMO (1995)

² MOF (1991)

3.0 METHODOLOGY

The data for this research was collected using both primary and secondary sources.

The primary data was obtained through interviews with currently employed contract workers in the cleaning and security services, retired management, retired staff, and an outsourcing contractor³. A survey questionnaire form was used to guide the interview process⁴. The data and information collected through this method is primarily qualitative in nature.

Interviews with individuals who served in key management positions for the government agencies were necessary to understand the employment mechanism in place prior to outsourcing. The interviews provided valuable insights on the transition process from the management perspective.

The public listed UEM Edgenta Berhad's subsidiary Edgenta Mediserve Sdn Bhd is the concession holder from 1st April 2015 for 10 years for the Northern Hospitals Support Services (NHSS) covering Perlis, Kedah, Pulau Pinang and Perak. This outsourcing contract for NHSS was used as the sample for this research.

Several workers across different locations were interviewed to obtain insights into the working environment from the workers' perspective. Workers from the northern hospitals support services (NHSS) were interviewed in states of Perak and Pulau Pinang. School security guards and school cleaners were interviewed in Melaka and Selangor.

Another key respondent was a management personnel with an outsourcing company for the concession company of hospital support services. This interview provided the insights into operational mechanisms within the concession company.

³ Appendix A - List of Respondents

⁴ Appendix B - Survey Questionnaires

One outsourcing contractor who has been involved in school cleaning services contract for over 10 years was interviewed to get an overall perspective of the tendering process for schools' support services.

The secondary data was based primarily on published and online documents as follows:

- i. Government publications – Annual Budget, Remuneration Schemes; etc
- ii. Online news reports on the contract workers and working conditions
- iii. Cases filed by JPKK with Ministry of Human Resources (MOHR)
- iv. Memorandum by JPKK to Ministry of Education (MOE)
- v. Memorandum by the NUWHSAS to Ministry of Health (MOH)

3.1 Limitations

This research is limited by the fact that it could not access essential government guidelines on the procurement and management of out-sourced support services. The MOE and MOH were approached to obtain the respective guidelines⁵. The MOE and the MOH did not respond to the official request for information. Attempt were made to follow-up on the request for information with MOH & MOE but was not successful.

The Manpower Department (JTK) and the Industrial Relations Department (IRD) under the purview of the MOHR were approached to obtain data on cases of complaints filed by contract workers. Both the agencies responded stating that they do not maintain the requested statistical data.

Table 3.1: Response on Request for Information

Ministry	Departments	Response
Ministry of Education (MOE)	Acquisition and Asset Management Division	No response

⁵ Appendix C- Request for Information

Ministry of Health (MOH)	Acquisition and Privatisation Division	No response
Ministry of Human Resources	Department of Labour (JTK)	Data not maintained
	Department of Industrial Relations (IRD)	Data not maintained

Data and information on guidelines provided by the government agencies would have been extremely useful in evaluating the compliance and/or non-compliance of Concession Companies, their subsidiaries and contractors to standards set by the Government. The need for openness and transparency in providing information is addressed in the recommendations section of this report.

4.0 FINDINGS

The findings are presented based on the three (3) support services, namely;

- i. Hospital Support services
- ii. School Cleaning services
- iii. School Security service

4.1 HOSPITAL SUPPORT SERVICES

The Seventh Malaysia Plan (1996-2000) outlined the privatisation of healthcare services for outsourcing⁶. In 1995, there were 111 public hospital and 7 special medical hospitals nationwide⁷.

On 27th October 1995, then Finance Minister Anwar Ibrahim announced the outsourcing of healthcare support services⁸. Privatisation of hospital support services focused on 5 critical areas;

- i. clinical waste (collection, management and incinerations)
- ii. facility cleaning services
- iii. dobbay and laundry services
- iv. bio-medical equipment maintenances
- v. facilities' mechanical and electrical engineering maintenances

In privatising hospital support services 2,600 government workers were “transferred out” to the 1996 concession holders⁹. Most of the workers were landscape maintenance workers such as gardeners and painters¹⁰. The landscape maintenance workers were not given option to remained as government workers.

⁶ PMO (1995)

⁷ MOH (1995)

⁸ MOF (1995)

⁹ MOF (1996)

¹⁰ Appendix A - List of Respondents (A-18, A-19)

Prior to outsourcing, the cleaning of wards and laundry services were undertaken by the health attendants. Post outsourcing, the hospital attendants were re-tasked to support the ward nurses work such as taking patients' temperature, blood pressure, administrating medicines; and record keeping and filing.

The attempt to reskill the hospital attendants was unsuccessful as many of the health attendants in service then were middle-aged people with very basic academic qualifications. The health attendants could not cope up with their new sophisticated work and begun to opt for early retirement. One retired health attendant who served during the outsourcing period recalled the following (translated from Tamil) ¹¹:

“One night, the hospital management called all the hospital attendants and told us that from tomorrow onwards no more cleaning tasks for hospital attendants. Management told that cleaning and laundry will be done by private sector which was supposed to be better. We were told to help nurses from the next day onwards and there were no more cleaning jobs for us. It happened so suddenly”.

~ Hospital Attendant Served Between 1966 – 2000 ~

The outsourcing of hospital support services happened abruptly without any planned transition process. Both the hospital management and concession companies were not prepared for the sudden change. The transition period was considered messy as the concession companies were inexperienced in hospital support services.

“The hospital operations became extremely messy as the private cleaners were so clueless about their job-scope that hospital attendants were intervening under request of hospital directors to salvage the situation. We had so many special sessions to teach the private cleaners. The hospital was in a mess for the first year.

~ Retired Hospital Attendant Served Between 1966 – 2000 ~

¹¹ Appendix A - List of Respondents (A-19)

The concession companies employed new individuals as cleaners without any basic training or informing them of their respective job scope. Hospital management had to arrange multiple sessions with the private workers to be trained by the hospital attendants. The hospital management had to intervene countless times to ensure the daily operations were not disrupted¹².

“Privatisation promised five-star hotel like service for hospitals but holding the concession companies to such high standards meant higher cost for them”.

~ Retired Hospital Director in Perak~

According to retired hospital director, the excessive red tape in lodging complaints to MOH on the concession companies' sub-standard services resulted in many cases of “poor service” being unreported by the hospital management. The government could not exit the long-term outsourcing concession agreement prematurely.

MOH granted a 10-year outsourcing period to UEM Edgenta Berhad's wholly owned subsidiary Edgenta Mediserve Sdn Bhd (formerly known as Faber Medi-Serve Sdn Bhd) for the hospitals in Perlis, Kedah, Perak and Penang from 1st April 2015 for RM3.073 billion¹³. Before 1st January 2020, Edgenta Mediserve Sdn Bhd outsourced the human resource management of hospital cleaners to Cermin Cahaya Sdn Bhd and NS Medik Sdn Bhd¹⁴.

The outsourcing contractor, Cermin Cahaya Sdn Bhd was a wholly owned subsidiary of the concession contractor, Edgenta Mediserve Sdn Bhd. Cermin Cahaya Sdn Bhd and NS Medik Sdn Bhd were responsible for Kedah-Perlis and Penang-Perak respectively. The supervisors and the supply of personal protective equipment (PPE) for hospital in Perak and Penang were under UEMS Edgenta Sdn Bhd which is a subsidiary of UEM Edgenta Berhad¹⁵.

¹² Appendix A - List of Respondents (A-1)

¹³ Chong (2015)

¹⁴ Appendix F - UEM Edgenta Bhd Ends of NS Medik Sdn Bhd Contract

¹⁵ Appendix A - List of Respondents (A-4, A-6, A-7,A-17)

NS Medik Sdn Bhd, undertook a collective agreement with the NUWHSAS for the period 10th October 2017 to 10th August 2020. On 31st December 2019, Edgenta Mediserve Sdn Bhd did not renew NS Medik Sdn Bhd outsourcing contract¹⁶.

From 1st January 2020 onwards, UEM Edgenta Berhad transferred all the hospital support workers from NS Medik Sdn Bhd to Edgenta UEMS Sdn Bhd¹⁷. However, Edgenta UEMS Sdn Bhd has refused to recognise the collective agreement made between NUWHSAS and NS Medik Sdn Bhd. UEMS Edgenta Sdn Bhd and its parent company UEM Edgenta Bhd have neither recognised nor negotiated with NUWHSAS¹⁸.

4.1.1 Remuneration of Hospital Support Workers

Prior to outsourcing, the hospital cleaning services was conducted by the hospital attendants. In 1997, the salary range of the hospital attendants was between RM384 to RM1,145¹⁹. In comparison, the concession company paid hospital cleaners a fixed monthly salary of RM500. Since 2013, the wage increment is pegged to the Minimum Wage Act 2013.

Both new and existing workers receive equal wages and benefits regardless of years of service. In 2020, the concession company employed hospital cleaners earn a minimum wage of RM1,100 and RM1,200 for rural and urban area respectively²⁰.

Annual increment for the workers remained stagnant as ‘re-employment’ of the workers at every 1-3 years intervals’ was used by companies²¹. Re-employment is defined as mechanism whereby the same worker is renewed under different or same entity to work on the same premise or site. In the case of NHSS, the workers

¹⁶ Appendix F - UEM Edgenta Bhd Ends of NS Medik Sdn Bhd Contract

¹⁷ Appendix E - Letter of Employment for Worker with Service Years from 1997 to 2020

¹⁸ Appendix F - UEM Edgenta Bhd Ends of NS Medik Sdn Bhd Contract

¹⁹ PSD (1996)

²⁰ MOHR (2019)

²¹ Appendix E - Letter of Employment for Worker with Service Years from 1997 to 2020

had been working in one public hospital since 1997 but were forced to reemployed under multiple entities.

Table 4.1: Basic Salary of Hospital Cleaners Under Outsourcing Company²²

Year	Basic Salary (RM)
1997	500
1998	535
2002	607
2003	638
2004	660
2005	692
2006	720
2008	770
2014	900
2016	950
2017	1,000
2019	1,100
2020	(Rural) 1,100 (Urban) 1,200

In 2020, the outsourcing company employed hospital cleaners earn a minimum wage of RM1,100 and RM1,200 for rural and urban area respectively²³. Assuming all the hospital workers were still employed by government, the workers would be categorised as Operations Assistant with the pay range between RM1,216 to RM2,983 per month²⁴.

²² Appendix E - Letter of Employment for Worker with Service Year from 1997 to 2020

²³ MOHR (2019)

²⁴ PSD (2016)

Table 4.2: Salary Comparison between Government Employed Workers and Outsourcing Company Employed Contract Workers^{25 26 27}

Year	Government Employed Hospital Attendant	Outsourcing Company Employed Contract Worker
1997	384 ~ 1,145	500
2020	1,216~ 2,983	1,100 ~ 1,200

For almost 20 years the workers have endured delays in terms of salary payments from the date stated in their respective employment contracts. Only in 2017, after the resurgence of NUWSAS this issue has been resolved²⁸. The most senior worker could only recall receiving a bonus about three (3) times throughout her 23 years of service as a hospital cleaner.

Table 4.3: Bonus Granted for Hospital Cleaners Since Outsourcing²⁹

Year	Bonus (RM)
1997	500
2011	500
2017	500

Prior to outsourcing, the hospital attendants were eligible for 12 days of federal public holidays³⁰. In 2020, public healthcare workers employed by government have 14 days federal public holidays. However, the contract hospital cleaners are only eligible for not more than 10 days of federal public holidays and 1 day of state public holiday per year as outlined in Employment Act 1955³¹.

²⁵ PSD (1996)

²⁶ PSD (2016)

²⁷ Appendix E - Letter of Employment for Worker with Service Year from 1997 to 2020

²⁸ Appendix A - List of Respondents (A-4, A-6)

²⁹ Appendix A - List of Respondents (A-4, A-5, A-6, A-7)

³⁰ PSD (1991)

³¹ GOM (2012)

Table 4.4: Type and Number of Holidays per Year for Government Workers³²

Service Years	Less than 10 years	More than 10 years	Medical Leave (Outpatient)	Medical Leave (Inpatient)	Public Holidays (Federal)
Leave (Days/year)	20	25	15	180	12

Prior to outsourcing, hospital attendants were eligible for at least 20 days of annual leave. Immediately after outsourcing, the hospital cleaners under outsourcing companies only received 4 days of leave for each half of the year. In 2020, a senior worker serving in public hospital for 23 years under outsourcing companies was entitled for a maximum of 12 days of annual leave³³.

NUWHSAS demanded that workers be granted annual leave based on years of services with the public hospital. Edgenta UEMS Sdn Bhd has refused to recognise any working service history prior to 2016³⁴. Certain workers with 23 years of service were entitled for annual leave of 16 days under Employment Act 1955 but were only granted a maximum of 12 days.

Table 4.5: Annual Leave for Workers Under Edgenta UEMS Sdn Bhd³⁵

Service Years	Less than 2 years	Between 2 to 5 years	More than 5 years
Annual Leave	8 days	12 days	16 days

In comparison, the annual leave of a hospital cleaner with 23 years of service in 2020 does not come close to the benefits received by a hospital attendant in 1997.

³² PSD (1991)

³³ Appendix E - Letter of Employment for Worker with Service Year from 1997 to 2020

³⁴ Appendix A - List of Respondents (A-4, A-5, A-6, A-7)

³⁵ GOM (2012)

Table 4.6: Benefits Summary for Hospital Cleaner Since Outsourcing^{36 37}

Benefits	1997	2020
Public Holidays (Federal)	9 days	10 days
Public Holidays (State)	1 day	1 day
Annual Leave	4 + 4 days	12 days
Insurance	Yes	Disputed
Children Education Gift	Yes	No
Medical Panel (per year)	RM1,000	RM200
Dental Panel (per year)	RM 200	RM 0
Dobby Allowances	Yes	No
Transports Services	Yes	No
'Rajin' Allowances	Yes	No
Shift Allowances	Yes	No
Extra work Allowances	Yes	No
Funeral Pay out	Yes	No
Uniform per year	2 Sets	2 Sets

Although working in the same public hospital as the public healthcare workers, but outsourced hospital cleaners do not receive equal benefits. Instead, the workers have experienced a steady erosion of benefits after each reemployment cycle. At present, the benefits of the senior outsourced worker are only equivalent to that of a new outsourced worker.

Complaints of Employees Provident Fund (EPF) deductions made on monthly basis but only credited to the EPF account every 3 or 4-month cycle is a common problem raised by many contract workers. In 2019, in a particular case in Penang the outsourcing contractor appointed by concession company delayed transferring EPF contributions until NUWHSAS raised the issue with the management of outsourcing contractor.

³⁶ Appendix E - Letter of Employment for Worker with Service Year from 1997 to 2020

³⁷ Appendix A - List of Respondents (A-5)

4.1.2 Work Equipment And Personal Protective Equipment (PPE)

Workers are faced with severe rationing of PPE by the concession company especially for disposable 3-ply face mask and disposable gloves. The workers complained that they were given 1 pair of gloves and maximum of 2 disposable 3-ply face mask to use throughout the whole working day. The workers mentioned that supervisors told the workers to reuse the disposable mask and gloves even after contamination by sweat, blood, faeces, diarrheal or vomit³⁸.

The workers request for a box of disposable mask and gloves to be made available at each workstation per shift had been ignored. This is an accepted practice in the public hospitals for public healthcare workers, but the concession company refuses to implement³⁹.

Some workers allege that the concession company dilute the cleaning agents before delivering the cleaning agents to the respective hospital. Diluting the cleaning agent reduces the ability to remove stains⁴⁰. Concession company had also failed to replace cleaning equipment due to wear and tear adequately, and on time. The workers had to clean harder than usual which are energy-consuming and time-consuming.

According to the workers, supervisors repeatedly stated that the replacement equipment will arrive within few days. However, the workers stated that they had experienced delays up to several weeks for cleaning equipment⁴¹.

The lack of proper cleaning equipment affects the cleanliness of public hospitals which poses safety and health risks for the public healthcare workers, patients and public.

³⁸ Appendix A - List of Respondents (A-4, A-6)

³⁹ Appendix A - List of Respondents (A-4)

⁴⁰ Appendix A - List of Respondents (A-7)

⁴¹ Appendix A - List of Respondents (A-4, A-5, A-6)

4.1.3 Workload And Workplace Harassment

Senior workers have complained of repeated harassment from the management such as⁴²:

- i. Verbal harassment including use of harsh language
- ii. Supervisor repeatedly intimidates workers by slamming the table
- iii. Senior workers are given bigger workload with shorter breaks
- iv. Warnings are issued for minor errors by senior workers
- v. Humiliation of senior workers in public.

The workers had highlighted the enormous workload and additional tasks given on ad-hoc basis without commensurate remuneration, such as⁴³:

- i. Workers are forced to change to shift hours from fixed hours
- ii. Workers are given more sections or larger areas to clean within the same working hours.
- iii. Workers are told to clean sections of other workers on leave within the same working hours.
- iv. Meal break, Muslim prayer break and rest hours have. Been progressively shortened.
- v. New workers are sent for cleaning work on the first day without any training or induction.
- vi. Experienced workers are given the extra burden of teaching new workers by the supervisors.

⁴² Appendix A - List of Respondents (A-4, A-6, A-7)

⁴³ Appendix A - List of Respondents (A-4, A-5, A-6, A-7)

4.1.4 Union Busting

As of 1st January 2020, UEM Edgenta Berhad has transferred all the workers from NS Medik Sdn Bhd to its subsidiary, Edgenta UEMS Sdn Bhd⁴⁴. However, UEM Edgenta Berhad had refused to recognise the collective agreement made between NUWHSAS and NS Medik Sdn Bhd.

UEM Edgenta Bhd had refused to recognise or negotiate with NUWHSAS. According to the memorandum submitted by NUWHSAS to then Health Minister, Dr Dzulkefly Ahmad, Edgenta UEMS Sdn Bhd has attempted to delegitimise NUWHSAS in the eyes the workers⁴⁵.

“Union is useless after UEMS takes over the contract from January 2020, union cannot do anything and will automatically cease to exist after UEMS takes over next year”

~UEMS Management to The Hospital Cleaners ~

NUWHSAS has formally written to the concession company UEM Edgenta Bhd and its subsidiaries (Edgenta Mediserve Sdn Bhd and Edgenta UEMS Sdn Bhd) to request for an avenue for discussion. However, the requests for discussion and mediation have been consistently rejected⁴⁶.

NUWHSAS right to use hospital facilities to meet with hospital cleaner outside working hours has been denied by the government. On 16th July 2020, NUWHSAS has approached all public hospital in Perak to use the meeting room in respective hospitals outside working hours to meet with workers. Initially, certain hospital such as Hospital Kampar agreed to the use of space. However, the director from the

⁴⁴ Appendix E - Letter of Employment for Worker with Service Year from 1997 to 2020

⁴⁵ Appendix F - UEM Edgenta Bhd Ends of NS Medik Sdn Bhd Contract

⁴⁶ Appendix G - EDGENTA UEMS Response to NUWHSAS Request for Meeting

Perak State Health Department (JKN-Perak) had issued a letter to override and prevent the use of hospital space by NUWHSAS⁴⁷.

Unions are formed to protect workers' interests and are legitimate organisations protected by Malaysian law, specifically under the Industrial Relations Act 1967 and the Trade Union Act 1959.

In the case of hospital cleaners in government hospitals, it is fortunate they have a Union to protect and promote their interest. The union called NUWHSAS has its headquarters in Ipoh, Perak. Though the Union started in 1997 it was dormant for some time until it was reactivated and reenergised in 2016, after almost twenty years.

As early as 10 August 2017, NUWHSAS sent a letter to UEM Edgenta Bhd, Edgenta Medi-Serve Sdn. Bhd and NS Medik Sdn. Bhd to start a dialogue. The very next month the NUWHSAS was informed that the companies do not recognise the NUWHSAS. This is unfortunate as in 2018, the then Human Resource Minister complained about the dwindling numbers of Unions and wanted to increase Union membership in the country to 30%, from its current 6%.

UEM Edgenta being a GLC should have been well versed with this and yet they went on a crusade not to recognise the Union. This prompted the union to complain to the Industrial Relations Department (IRD) in Ipoh as well as in Putrajaya in October 2017. After much lobbying and campaign work, the IRD in Putrajaya managed to get the disputing parties to sign a Memorandum Of Understanding (MOU) on 6 August 2018.

The MOU called for a secret ballot to be taken by workers between 24 September 2018 till 29 November 2018 in the state of Perak, Penang, Kedah and Perlis to see if the Union had enough support. It was an impossible task to get the workers

⁴⁷ Appendix H - Request to Use Public Hospital Space By Hospital Cleaner Through NUWHSAS

support in view of the hostile environment and the harassment by the Company that did not want a Union to protect the workers.

During this period of secret balloting, the union lodged numerous complaints under section 4, 5 and 7 of the Industrial Relations Act(IRA). They also held several meetings with the Human Resource Ministry and the IRD Director. Police reports were also lodged.

Ultimately the Union triumphed when it managed to get more than 50% support from workers and it obtained the Recognition certificate endorsed by the Contractor company NS Medik Sdn. Bhd., and the Human Resources Ministry.

This is testimony that workers wanted the Union to protect them because of their vulnerable situation under the contractor. On 3 July 2019, the Company NS Medik agreed to 33 out of 43 demands in the Collective Agreement discussion. This was a breakthrough though NS Medic did not want to agree to major issues such as wages, increments etc.

At this point of time, while NS Medic and the union was making some headway, UEM Edgenta started to meddle in union affairs and went on a campaign to discredit the union. The Union received complaints from 22 Hospitals. On 23rd October 2019 – the first collective agreement was signed between the parties.

It was supposed to be a historical event on the issue of creating Industrial harmony. But there was not much of harmony as UEMS the parent company kept harassing the workers by saying that a new company has taken over and that it is better for the workers to leave the union if they want continued employment.

On 6 November 2019, a MOU was signed witnessed by the IRD Putrajaya and among the terms was that UEM Edgenta Berhad cannot meddle in the affairs of NS Medik Sdn Bhd. But soon NS Medik Sdn Bhd signed the historical collective

agreement the company was removed and replaced by another company Edgenta UEMS Sdn Bhd. This was a clear “coup” to discredit and eventually destroy the Union.

Since then 25 complaints and reports have been made as tabulate in Table 4.7 below:

Table 4.7: List of Complaints Filed Against UEM Edgenta Bhd and its Subsidiaries for Union-Busting Actions

Complaint	Date	Nature of complain
1	12-11-2019	Complaint to IRD on breaching MOU 6-11-2019
2	14-11-2019	Edgenta UEMS Sdn Bhd forced workers to fill new application form and threatened to only take workers (cleaners) who can read and write
3	14-11-2019	Edgenta UEMS Sdn Bhd supervisor forces workers to fill new application form immediately or will not be employed next year (2020)
4	19-11-2019	UEMS supervisor forces workers to fill new application form immediately, told there will be probationary period even if they have worked for more than 20 years.
5	20-11-2019	Workers who did not fill new application form by the 20 th November 2019, will be employed in the following year and threatened to dissolve NUWHSAS next year.
6	22-11-2019	Edgenta UEMS Sdn Bhd supervisor forces workers to fill new application form immediately or will not be employed next year (2020) and will be replaced by new workers. Edgenta UEMS Sdn Bhd supervisor threatened to dissolve NUWHSAS next year

7	29-11-2019	Workers who filled the new application form are forced to sign resignation letter from NS Medik Sdn Bhd. NUWHSAS members will be transferred to new location.
8	2-12-2019	Complaint that promises made during townhall meeting that all workers will get continued employment but workers were forced to resign from previous employer.
9	11-12-2019	UEMS supervisor forces workers to fill new application form before 15 or face termination. Union members were especially harassed to sign
10	14-12-2019	UEMS supervisor forces workers to fill new application form before 15 or face termination contrary to earlier promises. Union cannot help them because will be dissolved the following year.
11	17-12-2019	UEMS supervisor and Assistant force workers to fill new application form on that day itself or face termination contrary to earlier promises. Union cannot help them because will be dissolved the following year. Don't bother reporting to the Union
12	18-12-2019	UEMS supervisor and Assistant force workers to fill new application form on that day itself or face termination contrary to earlier promises. Union cannot help them because will be dissolved the following year. Don't bother reporting to the Union
13	20-12-2019	New application form giving them 3 days' time to sign but workers forced to immediately sign to confirm they accept the job Those who refuse to hand over application form and resignation letter from NS Medik Sdn Bhd not given new offer letter

14	24-12-2019	Because under new offer, benefits are less. Workers singed the letter under protest " <i>Dengan Bantahan</i> ". Those who signed like that were told that they will not be given job next year Workers told not to follow union advice as Union cannot do anything
15	31-12-2019	Complain because Edgenta UEMS supervisor and assistant supervisor for not giving offer letter to workers who sign under protest
16	2-1-2010	The failure to give offer letter to 6 Union members
17	5-1-2020	Changed location of the workers who signed " <i>dengan bantahan</i> " from the current workplace. Warned that UEMS big company and Union cannot do anything
18	10-1-2020	Continued harassment from UEMS Supervisor and Assistant in Ipoh, Hospital Seri Manjung and Slim River Hospital Harassment of Union, talking, haircut, forced to sign counselling letters.
19	21-1-2020	Those workers who opposed offer letter experienced changes in shift and location and rest hours in Ipoh, Selama, Bukit Mertajam, Sungai Bakap and Parit Buntar hospitals. Given various forms to sign and intimidated Active Union members harassed, shouted at, threatened by UEMS supervisor and assistant.
20	18-2-2020	Forced to work extra 1 hour without pay in Ipoh, Selama, Bukit Mertajam, Sungai Bakap, Parit Buntar, Kuala Kangsar and Seri Manjung hospitals
21	16-5-2020	Complaint under Section 8 – IRA 1967 violation section 4 & 5 by Edgenta UEMS

		Not given OT because became union member Don't join union, if join Union, you all will be sacked
22	17-5-2020	Complaint under Section 8 – IRA 1967 violation under section 4 & 5 by Edgenta UEMS Continued harassment and bullying resulting in a workers' having serious mental stress and forced to get medical treatment
23	1-6-2020	Complain against the supervisor in Ipoh GH against a worker – her locker broken, things stolen, forced to change shift
24	20-7-2020	Reported to IRD Forcing information on union activities Discriminated during work because union membership
25	21-7-2020	Complaint to IRA Discriminatory treatment of union members Workers warn not to complain to union on issues Rough and humiliating language used on union members

This is just the complaints. There were dozens of letters. On 2 December, many busloads of workers managed to meet the then Health Minister, YB Dr Dzulkefly Ahmad who had promised to look into the issue. Since MCO and COVID, their issues again became a National news when 5 Union activists were arrested for doing a peaceful picket outside the Ipoh Hospital on 2 June 2020. They were arrested under Section 186 of the Penal Code for obstructing public servants from carrying out their duties as well as under Regulation 7 (1) of the Prevention and Control of Infectious Diseases (Measures within Infected Local Areas) Regulations 2020 – an MCO legislation.

The activists have pleaded not guilty and the case will be heard soon. There was a huge outcry by civil society and finally the cleaners plight as frontline workers were highlighted although they did not get the same recognition as other health front liners.

UEM Edgenta's role in exploiting these workers and the union were also widely published. Among the major issues of Union busting by the Company is as follows:

- i. Deliberate changes of working hours and shifts without prior consent
- ii. Arbitrary transfers to hospitals far from their homes
- iii. Workers forced to work longer hours without overtime pay
- iv. Forbidding union activities during their legitimate break times by threatening disciplinary action
- v. No increment of wages, annual paid holidays, or sick leaves in accordance to worker seniority
- vi. Denied proper personal protective equipment (PPE) to hospital cleaners in charge of COVID-19 wards and facilities
- vii. Cleaners have been denied the special government allowance of RM600 given to frontline workers and received only a one-off token sum of RM300.
- viii. The subsidized transport services for workers to travel to and from hospitals for work was discontinued.

The position taken by UEM Edgenta Berhad in not recognising a Union simply because the union is fighting for better benefits for the workers and the cleaners is unacceptable. The Company has even taken the drastic action to dismiss its own contractor that signed a collective agreement with the Union.

Recently the Company has said that it will not honour the previous collective agreement signed and wants the Union to go for another recognition process. This may take a few months and during that time the Union will be further weakened. The Union has now taken the dispute on the issues of Union busting and the collective agreement to the courts to adjudicate.

On 27 July 2020, the Union met with the Special officer to the Minister of Health. He told the Union that if they interfere, the Company may sue them. It appears that the Government which appointed the Company is now afraid of its appointed contractor! On 10th August 2020, the Ministry also gave a letter basically abdicating its responsibility when it said all future issues should be referred to the Ministry of Human Resources.

The Union's final call is for the Government to absorb all the workers because some of them that have been working there for more than 15 years still only get paid the minimum wage of RM 1,200. This is absurd especially during this time when the world is calling for front line workers to be respected, this group of frontline workers continued to be deprived.

4.2 SCHOOL CLEANING SERVICES

Prior to outsourcing, the MOE advertised the vacancies for schools' cleaners and gardeners in newspapers. The applications can be submitted to the District Education Office (PPD), the State Education Department (JPN) or school. The final selection from the applicants was done by the MOE.

School principals and teachers took extra effort to inform local communities particularly low-income and single mothers living near the school to apply for the jobs. The working hours of government employed schools' cleaners and gardeners were like schoolteachers⁴⁸.

Table 4.8 : School Cleaners Working Hours Comparison in 1995 & 2020⁴⁹

	Working Hours	Break Hours	Duration
Pre-outsourcing (1995)	0700 - 1400	1 hours	6 hours
Post-outsourcing (2020)	0800 - 1700	Unspecified	9 hours

In 1997, the school cleaning services outsourcing was done nationwide. The school cleaning mechanism differs from outsourcing of hospital support service as government did not transfer any public sector workers to the private sector. The government used the "phase-out" method to reduce the number government employed cleaners and gardeners⁵⁰.

With the introduction of the outsourcing, government stopped the recruitment for school cleaners and gardeners. The government continued to employ in-service schools' cleaners and gardeners until their retirement while concurrently with the outsourcing cleaning services. The early years of outsourcing each school was served by both the outsourced contract cleaners and government employed cleaners⁵¹.

⁴⁸ Appendix A - List of Respondents (A-2, A-3)

⁴⁹ Appendix A - List of Respondents (A-2, A-15)

⁵⁰ Appendix A - List of Respondents (A-3)

⁵¹ Appendix A - List of Respondents (A-2, A-3)

There was an appreciable improvement observed in school cleanliness due to additional cleaners. Cleanliness levels began to decline as the government employed cleaners retired and number of contract cleaners also began to be reduced as observed by a former school headmaster (translated from Tamil)⁵²;

“The school cleanliness improves tremendously as number of cleaners and gardeners was doubled with the entry of private cleaners. But it got bad after government workers were phased out through retirement and school management had no powers over private contractors and started to lose control”.

~ Retired School Headmaster Served Between 1968 – 2004 ~

Currently, the workers are re-employed periodically under different cleaning contractors but serve at the same school. The government appointed cleaning contractor will be introduced to the workers by the school management and PPD. Workers were told to sign a new temporary employment contract with the new contractors for the same school⁵³.

4.2.1 Remuneration of School Cleaners

The annual increment for contract workers has been circumvented by re-employing the same workers under different contractors. Currently, workers are reemployed at 3-year intervals with a new outsourcing contractor to serve the same school. Since 2013, the salary of the school cleaners is pegged purely to the Minimum Wages Act 2013⁵⁴.

Some of the workers complained that certain contractors have failed to provide official wage slips on a monthly basis. The lack of official salary slip has prevented the workers from applying for any form of financing and government assistance. Some workers have experienced serious delays in payment of wages, Employees

⁵² Appendix A - List of Respondents (A-3)

⁵³ Appendix A - List of Respondents (A-8, A-9, A-16)

⁵⁴ Appendix A - List of Respondents (A-16)

Provident Fund (EPF), Social Security Organisation (SOCSO) and Employment Insurance Scheme (EIS) are under different contractors⁵⁵.

Table 4.9: Basic Salary for School Cleaners from 2015 to 2020⁵⁶

Year	Basic Salary (RM)
2015	900
2017	1,000
2019	1,100
2020	(Rural) 1,100 (Urban) 1,200

In 2020, the outsourcing contractor employed school cleaners earns at minimum wage of RM1,100 and RM1,200 for rural and urban area respectively⁵⁷. The issues of unpaid and late payment of wages have existed since in late 1990s, as recalled by both former school headmasters⁵⁸;

“The outsourced cleaner has always faced delays in salary payment, sometimes more than 2 weeks. They (workers) are worried to voice out or lodge a report for fear of losing their job as they are under contract. It’s common for an outsourced cleaner to borrow money from schoolteachers. This was the case in the all the school I served until my retirement.”

~ Retired School Headmaster Served Between 1968 – 2004~

“Late wage payment for contract cleaners was so common. They (cleaners) had asked the school management to ask the contractors to bank-in the wages. But the contractors always claimed that the government have not paid the contractors yet when we (school management) asked late wages”.

~Retired School Headmaster Served between 1977 – 2014~

⁵⁵ Appendix A - List of Respondents (A-8, A-9)

⁵⁶ Appendix A - List of Respondents (A-8, A-9)

⁵⁷ MOHR (2019)

⁵⁸ Appendix A - List of Respondents (A-2, A-3)

Several workers complained that certain contractors refuse to recognise medical certificates, including from public hospitals and clinics⁵⁹. They stated that contractors deducted RM30 for each day of absence to pay replacement workers. Workers wants to go on leave must find and pay their own replacement to avoid a big salary cut⁶⁰.

In March 2019, JPKK met the then Minister of Education, Dr Maszlee Malik to raise issues of poor labour practices of government appointed contractors in schools⁶¹. Subsequently, the PPDs were instructed to monitor and to ensure contractors adhered to labour regulations. The minister gave the commitment to blacklist the contractors that failed to adhere the labour laws⁶².

4.2.2 Work Equipment & Personal Protective Equipment (PPE)

Prior to Covid-19 crisis, some workers were not given disposable gloves or disposable mask by their respective contractors. Some contractors did not provide workers with special boots, gloves, mask and/or protective googles when using heavy-duty bleach to wash drains and toilets.

Workers have reported feeling nauseous and dizzy immediately after administrating the heavy-duty bleach with bare hands and without a mask. A worker recalled how her colleague developed health condition that could have been triggered by inhaling the heavy-duty bleach without the requisite PPE⁶³.

Interviewed workers had highlighted that some contractors tend to dilute the floor cleaning agents before delivering to the respective schools. This reduces the

⁵⁹ Appendix A - List of Respondents (A-8)

⁶⁰ Appendix A - List of Respondents (A-8, A-9)

⁶¹ Appendix D - JPKK Meeting With Then Education Minister Dr Maszlee Malik

⁶² Bernama (2019)

⁶³ Appendix A - List of Respondents (A-8)

cleaning agent capacity to remove stains. Consequently, the workers had to scrub harder which was both energy sapping and time consuming.

Workers also mentioned that contractors had failed to provide replacement for cleaning equipment which are easily damaged under daily usage. Some cleaners purchased their own brooms, dustpans and mops to ensure the cleanliness of the schools⁶⁴.

During the Covid-19 crisis, contractors failed to provide disposable 3-ply face mask and gloves for the workers. The workers were forced to buy or make their own facemasks to protect themselves from being infected by the Covid-19 virus.

Contractors had failed to provide hand sanitisers or soap for the workers as stipulated by guidelines mandated by government. The workers carried and shared their own hand sanitisers to keep themselves safe. Some school administrators provided the workers with hand sanitisers and masks that was allocated for teachers⁶⁵.

4.2.3 Workload And Workplace Harassment

Workers have consistently highlighted the problem of heavy workload. A worker based on a school and hostel with a population of more than 3,000 students in Hulu Langat, Selangor. Several issues were identified such as⁶⁶;

- i. Number of cleaning workers was reduced from 19 to 8 people per day in 2019.
- ii. Since 2019, 6 workers were assigned to clean the school while two 2 workers were tasked for cleaning of the hostel.

⁶⁴ Appendix A - List of Respondents (A-8, A-9)

⁶⁵ Appendix A - List of Respondents (A-8)

⁶⁶ Appendix A - List of Respondents (A-8)

- iii. Number of gardeners was reduced from 3 to 1 worker for whole school.
- iv. Workers were not given the mandatory meal break of 1 hour

Workers received multiple calls during working hours from their supervisors pressuring them to do instant spot-cleaning based on requests from the school management. Workers had been made to do unspecified tasks such removing large metals, post events clean up etc. Workers were not paid for the extra work instructed by the supervisor or the contractors.

Workers had to perform the all cleaning tasks throughout the day without any breaks. Workers mentioned that it is normal to work for throughout the whole working period without eating or praying (for the Muslims) because of the immense workload and unspecified break hours. The cleaners were not given a specify work roaster and their designated work areas although workers believe it would have been outlined in the government contract guidelines⁶⁷.

⁶⁷ Appendix A - List of Respondents (A-8, A-9)

4.3 SCHOOL SECURITY SERVICES

Prior to outsourcing, security service was only provided for schools with valuable assets such as boarding, vocational and technical schools. The department responsible for school security was the Chief Government Security Office (CGSO) under the Prime Minister Office (PMO)⁶⁸ ⁶⁹. The core function of the CGSO is to provide security services for all federal and state governments⁷⁰.

Security of the daily schools and vernacular schools was a shared responsibility of the school, the community and local police station. In certain schools, the principals were responsible for locking and unlocking of school on daily basis. The need to have security guards in all schools arose with the introduction of computer labs in schools under the Multimedia Super Corridor policy in 1996⁷¹.

Under the current contract system, the security guards are introduced to the newly appointed contractors by the PPD officers few months before the commence of the new contract period. Existing contract security guards are re-employed by the new contractors for the new government contract period. In Hulu Langat, a guard who has been working for the same school up to 18 years but under different contractors.

The job of school security guards is equivalent to the CGSO under government employment. CGSO employs a group of security officers known as “buffer officers” to replace regular security officers on holidays. The CGSO security officers are only called up to do overtime when buffer security officers are unavailable⁷².

Meanwhile, the school security guards are working 12 hours per day inclusive of 4 hours of compulsory over time. School security guards do not have specified meal breaks⁷³.

⁶⁸ Appendix A - List of Respondents (A-2)

⁶⁹ CGSO (2014a)

⁷⁰ CGSO (2014b)

⁷¹ Appendix A - List of Respondents (A-2)

⁷² Appendix A - List of Respondents (A-15)

⁷³ Appendix A - List of Respondents (A-10, A-11, A-12, A-13, A-14)

The comparison of working hours between CGSO and school security guards is shown in Table 4.10.

Table 4.10: Working Hours for Security Guards by Employment Type

Employment	Shift	Compulsory	Shift Per	Break	Work
	Hours	Overtime	Day	Hours	Duration
Government Security (CGSO)	8 hours	0 hours	3	1 hours	7 hours
School Security Guards	8 hours	4 hours	2	Unspecified	12 hours

4.3.1 Remuneration of School Security Guards

Since 2013, the salary of security guards had been pegged to the Minimum Wage Act 2013⁷⁴. In 2020, the security guards earned at minimum wage of RM1,100 and RM1,200 for rural and urban area respectively excluding overtime⁷⁵. Table 4.11 tabulates the historical since 2002.

Table 4.11: Basic Salary for Security Guards From 2002 to 2020

Year	Basic Salary (RM)
2002	500
2014	900
2016	950
2017	1,000
2019	1,100
2020	(Rural) 1,100 (Urban) 1,200

⁷⁴ Appendix A - List of Respondents (A-10, A-11, A-12, A-13, A-14)

⁷⁵ MOHR (2019)

The main problems highlighted by the security guards is the issue of unpaid wages, salary below minimum wages and late payment of wages. The issues of unpaid and late payment of wages amongst security guards are extremely common. JPPK had compiled and submitted a list of school contractors with labour rights violations to then Education Minister Dr. Maszlee Malik⁷⁶ ⁷⁷.

In 2016, out of desperation the security guards at SRJK Keat Hwa (S), Kedah locked the school gate after contractors had failed to pay wages and EPF for 4 months⁷⁸. Each security guards had not received wages worth more than RM5,000. A male teacher was forced to climb over the school fence and take the keys to gate from the guards' house to open the school gates⁷⁹.

Picture 4.1: Banner Raised by Security Guards at SRJK Keat Hwa (S), Kedah On After Contractor Failed to Pay 4 Months Of Wages.



⁷⁶ Appendix D - JPKK Meeting With Then Education Minister Dr Maszlee Malik

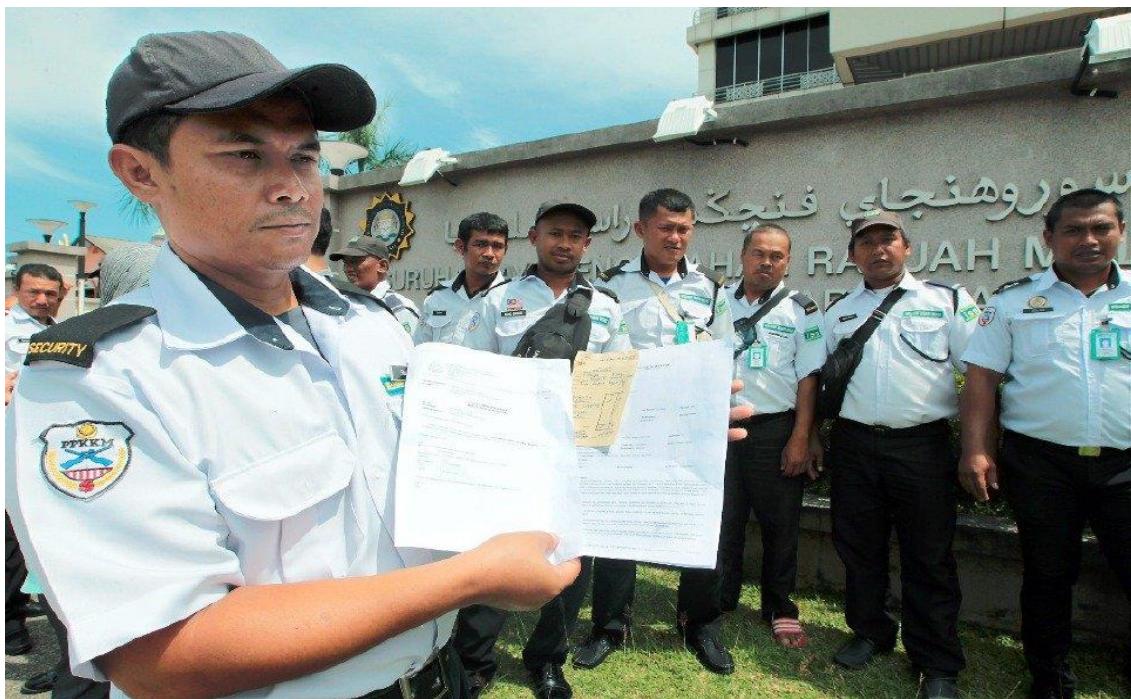
⁷⁷ Appendix J - List Of Labour Abused By School Contractor Referred By JPKK To MOE

⁷⁸ Romli (2016)

⁷⁹ Halid (2016)

In October 2017, 48 security guards in Kelantan made a report to the police and the Malaysia Anti-Corruption Commission (MACC) after the contractor had failed to pay outstanding wages worth RM150,000. The security guards had received a portion of their salary between September 2016 until July 2017. The contractor did not make any wage payments for August 2017 and September 2017. Contractors had failed to make pay wages even after MOE had released payments to the contractors⁸⁰⁸¹.

Picture 4.2: Security Guards Showing Copy of Report After Contractors Failed to Pay Outstanding Salaries For 14 Months



On March 2019, JPJK submitted a list of 20 contractors who have not paid wages since 2016 to the then Education Minister, Dr Maszlee Malik. The list included a particular government security contractor, Bazlan Security Sdn Bhd that had absconded after labour court ordered the contractor to pay RM107,595 in outstanding salary and overtime wages to 33 security guards.

⁸⁰ Razis (2017)

⁸¹ Fazlina (2017)

Security guards with 18 years of service had not received any bonus throughout their service. Prior to introduction of the minimum wage, security guards had not received any form of salary increments for more than 10 years⁸². Security guards highlighted that certain contractors pay a lump-sum ranging from RM600 to RM800 for overtime work, neither specifying the overtime hours calculations⁸³.

Since 2010, the security guards received an additional public holiday after 16th September was declared as National Day. Security guards said public holidays are not given automatically. Security guards must inform at least 14 days before and find a replacement. Security guards must pay on their own for the replacement guard. There had been cases where security guards who took leave without replacement been dismissed immediately.

4.3.2 Work Equipment & Personal Protective Equipment (PPE)

Security guards mentioned that certain contractors had made pay cut as uniform deposit from security guards' salary for the uniforms provided. The uniform deposit will be forfeited if the security guards failed to return at end of contract period. The uniforms provided are old, dirty, worn out and are a poor fit. During Covid-19 crisis, some contractors failed to provide hand sanitisers and face masks. Security guards relied on school administration goodwill to provide face mask and hand sanitisers meant for students and teachers⁸⁴.

4.3.3 Workload and Workplace Harassment

Each school has a maximum of 4 security guards and each person works 12 hours per day⁸⁵. Workers are expected to serve 8 standard working hours and 4 overtime hours without specified hour for meal, prayer or stipulated rest-hours.

⁸² Appendix A - List of Respondents (A-10, A-11, A-12, A-13, A-14)

⁸³ Appendix A - List of Respondents (A-12, A-13, A-14)

⁸⁴ Appendix A - List of Respondents (A-10, A-11, A-12, A-13, A-14)

⁸⁵ Menon (2019)

Security guards have complained of problems such as:

- i. Contractors did not make EPF, EIS & SOCSO contributions.
- ii. Contractors did not transfer contributions deducted from wages to EPF, EIS & SOCSO
- iii. Contractors did not issue official pay slip
- iv. Late salary payment
- v. Arbitrary transfer to another state
- vi. Refusal to implement minimum wage
- vii. Unlawful deductions up to 30% of minimum wages
- viii. Underpayment of overtime wages
- ix. No annual leave
- x. No medical leave

Security guards are prone to immediate dismissal for raising issues of labour rights violations. A school security contractor, Norssa Enterprise terminated a security guard instantly after the security guard enquired about delay in salary payment. JPPK had raised this matter during meeting with the then Education Minister, Dr. Maszlee Malik⁸⁶.

⁸⁶ Appendix J - List of Labour Abuses By School Contractor Referred By JPKK To MOE

4.4 FINANCIAL BENEFICIARY OF THE OUTSOURCING SYSTEM

4.4.1 Hospital Support Services

Ministry of Finance (MOF) owns the Ministry of Finance Incorporated (MOF Inc). Khazanah Nasional Bhd is owned by MOF Inc except for 1 share which is held by Federal Land Commissioner⁸⁷. UEM Group Bhd is a wholly owned subsidiary of Khazanah Nasional Bhd⁸⁸.

As of 31st March 2020, UEM Group Bhd owns 69.14% of the total outstanding shares of the public listed UEM Edgenta Bhd (formerly known as Faber Group Bhd). MOF Inc wholly owned subsidiary Urusharta Jamaah Sdn Bhd owns another 5.81% of total outstanding shares of public-listed UEM Edgenta Bhd⁸⁹.

Table 4.12 : Federal Government Ownership In UEM Edgenta Bhd

Shareholders	Outstanding Shares	Percentage (%)
UEM Group Berhad	574,967,925	69.14
Urusharta Jamah Sdn Bhd	48,313,300	5.81
Total MOF Owned Shares	623,281,225	74.95

Hence, as of 31st March 2020, the Ministry of Finance (MOF) directly and indirectly owned at least 74.95% of UEM Edgenta Berhad outstanding shares.

⁸⁷ Khazanah (2020a)

⁸⁸ UEM Group (2020)

⁸⁹ UEM Edgenta (2020)

MOH granted a 10-year outsourcing concession to UEM Edgenta Bhd's wholly owned subsidiary Edgenta Mediserve Sdn Bhd (formerly known as Faber Medi-Serve Sdn Bhd) for the state of Perlis, Kedah, Perak and Penang from 1st April 2015 valued at RM3.073 billion⁹⁰.

Before 1st January 2020, Edgenta Mediserve Sdn Bhd outsourced the management of hospital cleaners to Cermin Cahaya Sdn Bhd and NS Medik Sdn Bhd. Cermin Cahaya Sdn Bhd and NS Medik Sdn Bhd was responsible for management of hospital cleaners in Kedah-Perlis and Penang-Perak respectively. The supervisors and the supply of PPE for hospital in Perak and Penang was under Edgenta UEMS Sdn Bhd⁹¹. The outsourcing contractor, Cermin Cahaya Sdn Bhd was a wholly subsidiary, Edgenta Mediserve Sdn Bhd⁹².

From 1st January 2020 onwards, UEM Edgenta Berhad transferred all the hospital cleaners from NS Medik Sdn Bhd and Cermin Cahaya Sdn Bhd into its subsidiary, Edgenta UEMS Sdn Bhd⁹³. UEM Edgenta Bhd owns 100% of stakes in Edgenta (Singapore) Pte Ltd. Meanwhile, Edgenta (Singapore) Pte Ltd owns 97.46% of Edgenta UEMS (Malaysia) Sdn Bhd⁹⁴.

Picture 4.3: Annual Salary Comparison Of Chief Executive Officer (CEO) And Hospital Cleaners Employed Under UEM Edgenta Berhad In 2017⁹⁵

The income of the former CEO of UEM Edgenta Berhad, Azmir Merican Azmi Merican for the year 2017 was RM 1.993 million which averages about RM 166,083.33 per month or RM 5,460 per day. Meanwhile, the salary of a hospital cleaner in 2017 was RM 1,000. It would take 5.5 months for hospital clean to earn the CEO's one day salary.

⁹⁰ Chong (2015)

⁹¹ Appendix A - List of Respondents (A-17)

⁹² UEM Edgenta (2020)

⁹³ Appendix E - Letter of Employment for Worker with Service Year from 1997 to 2020

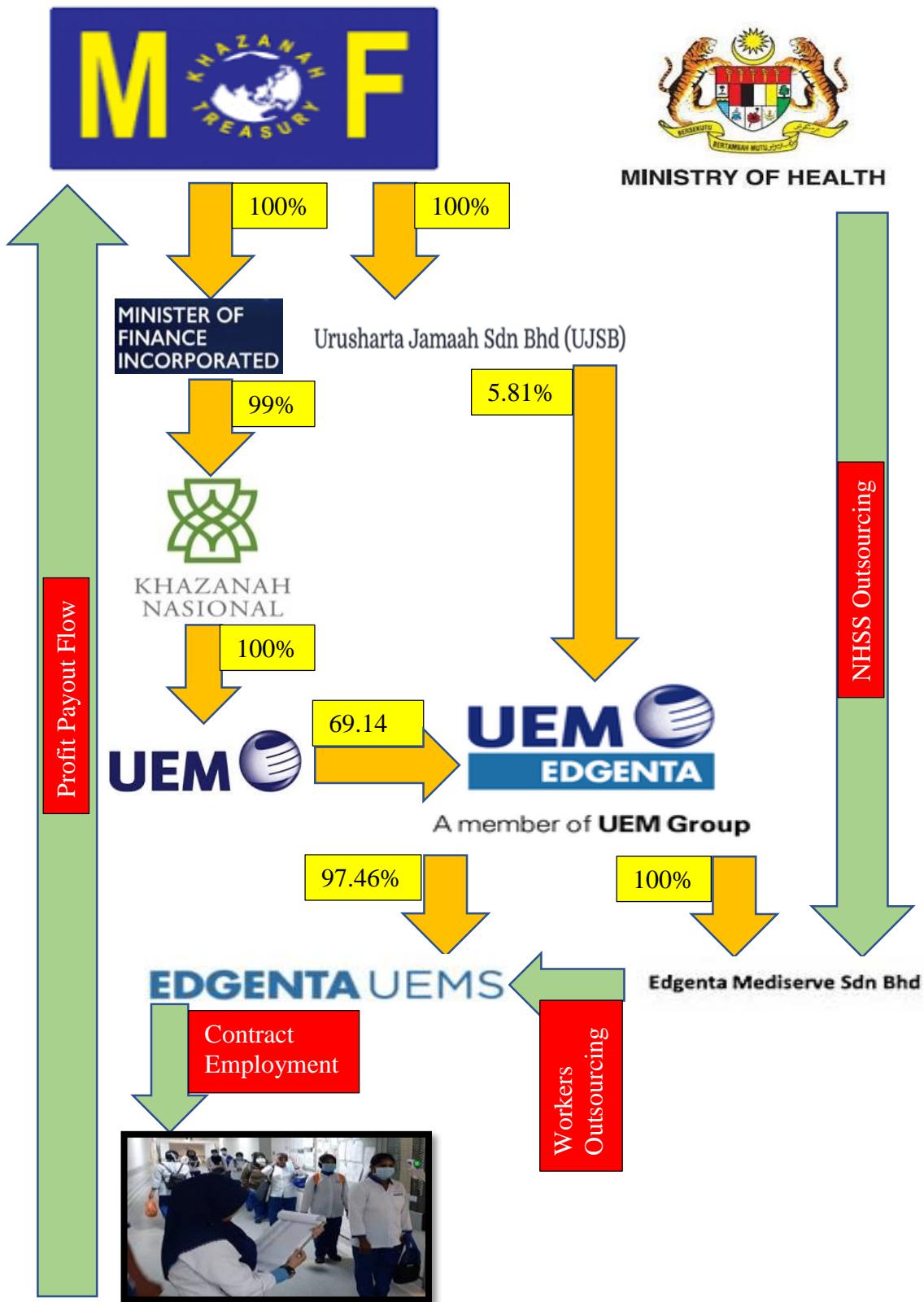
⁹⁴ UEM Edgenta (2020)

⁹⁵ The Edge (2018)

In the case of NHSS, the government is the contract provider as well as the ultimate main beneficiary. The workers face possible retrenchment under UEMS Edgenta Sdn Bhd at the end of concession period in 2025. The profits made by Edgenta Mediserve Sdn Bhd and Edgenta UEMS Sdn Bhd from NHSS comes back to the federal government through the government-linked-investment companies (GLIC).

In the case of NHSS, the government is ‘profiting’ from the suppression of wages and the labour abused, majority of whom are from the bottom 10% (B10) households in Malaysia.

Picture 4.3: Supply Chain Relation and Profiteering By Government



4.4.2 School Cleaning Services

A school cleaning contractor was interviewed to obtain insights into school cleaning services. The contractor revealed that PPD had an unofficial role in assisting the reemployment of school cleaners. The officers from PPD will introduce the workers, supervisors and school managements in respective schools to the newly appointed government contractors.

Subsequently, the contractor provides a new short-term working contract to the existing workers in respective schools. The contractor stated that MOE ensures the same contractor does not serve the same education zone more than once. According to the school contractor, this mechanism of introducing existing workers to contractors has been in practice in all the other schools as well.

The school management is responsible to inform to PPD whether the outsourcing workers under the contractor had provided the services based on the MOE guidelines. The payment for both the schools cleaning contractors and school security contractors are made by the PPD. Appointed contractors with substandard serviced are penalised through payment deductions.

The cleaning contractor stated that the expenditure for wages does not exceed 70% of the entire contract value based on the minimum wages pay-scale⁹⁶.

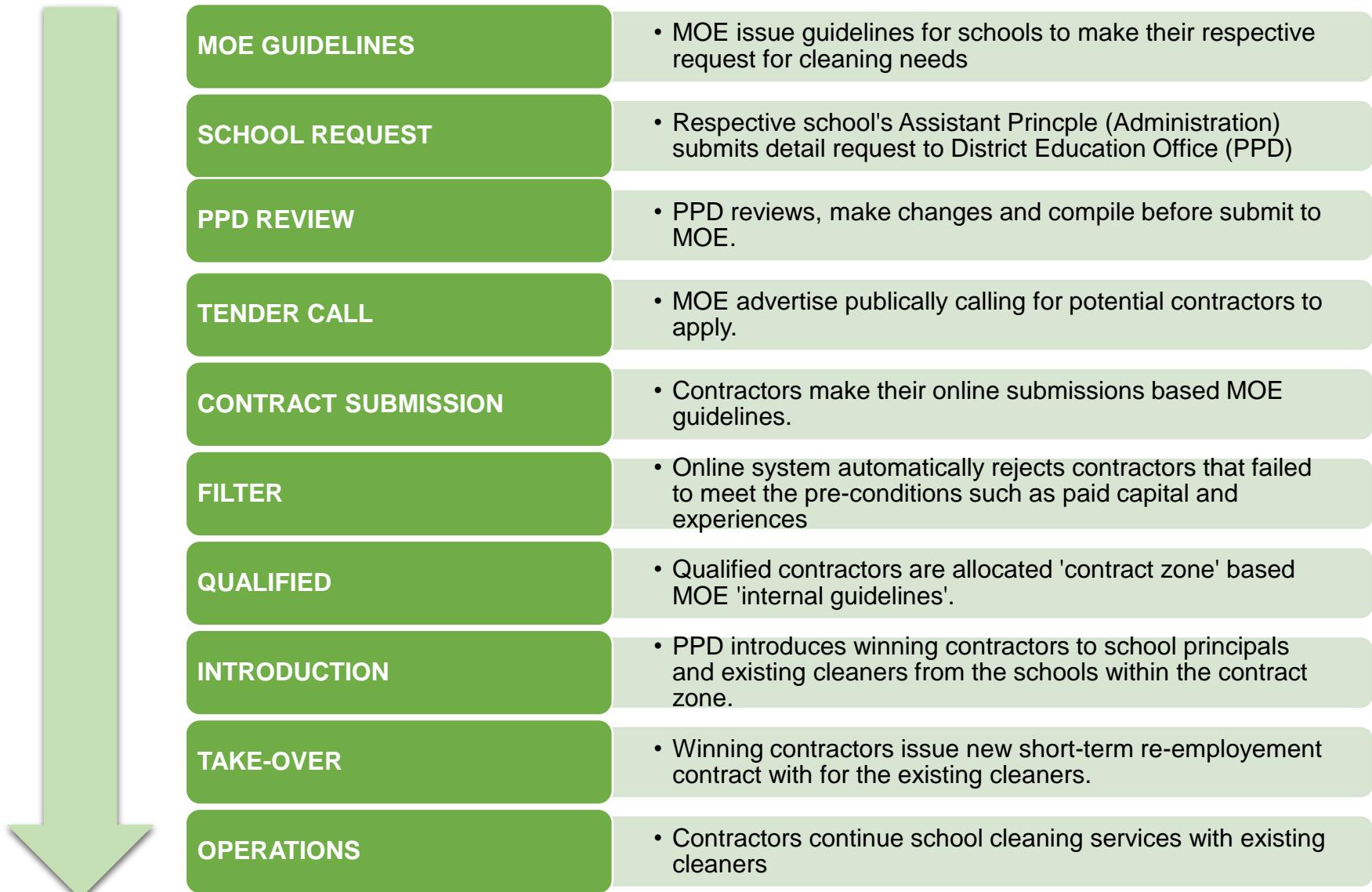
“Nothing to hide as the margin for contractor from the whole cleaning contract after deducting the (minimum) wages starts at 30%.

~ School Cleaning Contractor~

Picture 4.4 outlines the tendering process for school cleaning contract.

⁹⁶ Appendix A - List of Respondents (A-16)

Picture 4.4: Tendering Process of School Cleaning Services



4.4.3 School Security Services

Picture 4.5 shows the contractual value of a security service contractor for 3 year (36 months) in the state of Melaka for the zone “Alor Gajah 2”. The hourly rate is RM 8.45 per security guard from January 2017 to December 2019. The number of contract security guard per day per school is 4 persons.

Picture 4.5: Contract Offer Schedule for School Security Services from January 2017 to December 2019

KodTender : KPM/04/2018/02/0017
(Dilis Oleh Petender)

No. Cadangan Petender : 2015/2016/03/21
(Dilis Oleh Petender)

LAMPIRAN A10
(TAWARAN KEWANGAN)

JADUAL HARGA TAWARAN

NEGERI : MELAKA
ZON : ALOR GAJAH 2

Arahan:

- (1) Pelender tidak diberikan manfaatkan lobih daripada satu (1) kadar harga tawaran selam per pengawal. Harga tawaran hendaklah turut mengambil kira kos penggajian pegawai ronda.
- (2) Jumlah yang ditawarkan hendaklah menggunakan mekanisme penggajian yang telah ditetapkan oleh Bank Negara Malaysia iaitu dalam dua titik per puluh sahaja.
- (3) Jumlah harga tawaran sebulan bagi setiap sekolah adalah tertakuk kepada 0% cukai barang dan perkhidmatan (GST). Nila GST akan dimuatkan dalam Surat Setuju Temda.
- (4) Alamat syarikat hendaklah alamat berlaku di SBT Akuan Pendaftran Syarikat, Kementerian Kewangan Malaysia (MOF).
- (5) Premia yang bertanda () perlu dibentalkan dengan CCTV.

BIL **NAMA SEKOLAH** **KEPERLUAN CCTV (N)** **BILANGAN PENGAWAL** **KADAR HARGA TANPA GST (RM)**

BIL	NAMA SEKOLAH	KEPERLUAN CCTV (N)	BILANGAN PENGAWAL		KADAR HARGA TANPA GST (RM)
			SYIF 1 [1]	SYIF 2 [2]	
1.	SK SUNGAI TUANG	✓	2	2	8.45
2.	SJKC PAYA MENGKUANG	✓	2	2	12,370.80
3.	SK PENGKALAN BALAK	✓	2	2	12,370.80
4.	SK TANJUNG BIDARA & PKG	✓	2	2	12,370.80
5.	SK KEM TERENDAK 1	✓	2	2	12,370.80
6.	SK KEM TERENDAK 2	✓	2	2	12,370.80
7.	ASRAMA SMK KEM TERENDAK	✓	1	1	6,185.40
8.	SMK KEM TERENDAK	✓	2	2	12,370.80
9.	SMA (JAIM) AL-EHYA EL KARIM	✓	2	2	12,370.80
10.	ASRAMA SMA (JAIM) AL-EHYA EL- KARIM	✓	1	1	6,185.40
			[5] = JUMLAH HARGA KESELURUHAN SEBULAN TANPA GST (RM) :		
			JUMLAH HARGA BAGI 36 BULAN (RM) = [5] x 36 :		
			111,337.20		
			4,008,139.20		

JALAN INI DIAKUI SAH SEPERTI ASAL
SIGNOTERIKA GURU BESAR
SEK. KEB. PENGKALAN BALAK,
78300 MASJID TANAH,

SECURITY SERVICES SDN BHD

KE MENTERIAN PENDIDKAN MALAYSIA

GARANSI PEROLEHAN DAN PENGETAHUAN

15

Based on the assumptions, that the security guards service rates are standardised nationwide at RM8.45 for 12 hours per day for 30.5 days per month for 12 months. It is assumed that shift per day and workers per shift is similar for daily schools nationwide. In 2019, there are 7,772 daily primary schools and 2,436 daily secondary schools under MOE⁹⁷. Thus, it is estimated there are 40,832 security guards serving in 10,208 schools in 2019.

⁹⁷ MOE (2019)

Table 4.13: Total Number of Security Guards for Daily School

Type of Daily School	Primary	Secondary
Numbers of School	7,772	2,436
Guards Per Day Per Shift Per School	4	4
Guard Per Day	31,088	9,744
Total Security Guards (Estimated)		40,832

Table 4.14: Salary Pay Out for Daily School Security in 2019

Total Number of Guards	40,832
Rate Per Hour (RM)	8.45
Hours Per Shift (Hours)	12
Days Per Month (Days)	30.5
Months Per Year (Month)	12
Estimated Salary Pay Out (RM)	1,515,373,516.80

Thus, it is estimated that MOE paid RM1.515 billion to security contractors to employ an estimated 40,832 security guards in 2019. According to Security Industry Association of Malaysia (PIKM), there are about 40,000 school security guards under 800 security contractors⁹⁸.

Based on interviews with the security guards, the basic gross wage received after 8 hours of normal time and 4 hours of overtime work hours is RM1,800 per month. The security guard's total monthly remuneration is RM2,054.45 inclusive of overtime payment and statutory requirements such as EPF, SOCSO and EIS based on the minimum wage in 2019 of RM1,100^{99 100 101}.

⁹⁸ Hafiz (2019)

⁹⁹ EPF (2020)

¹⁰⁰ SOCSO (2020a)

¹⁰¹ SOCSO (2020b)

Table 4.15: Total Monthly Remuneration for Security Guards

Breakdown	Amount (RM)
Workers Basic Pay	1,100.00
Workers Overtime Pay	700.00
EPF Contribution by Contractors (13%)	234.00
SOCSO Contribution by Contractors	18.35
EIS Contribution by Contractors	2.10
Total Monthly Remuneration (RM)	2,054.45

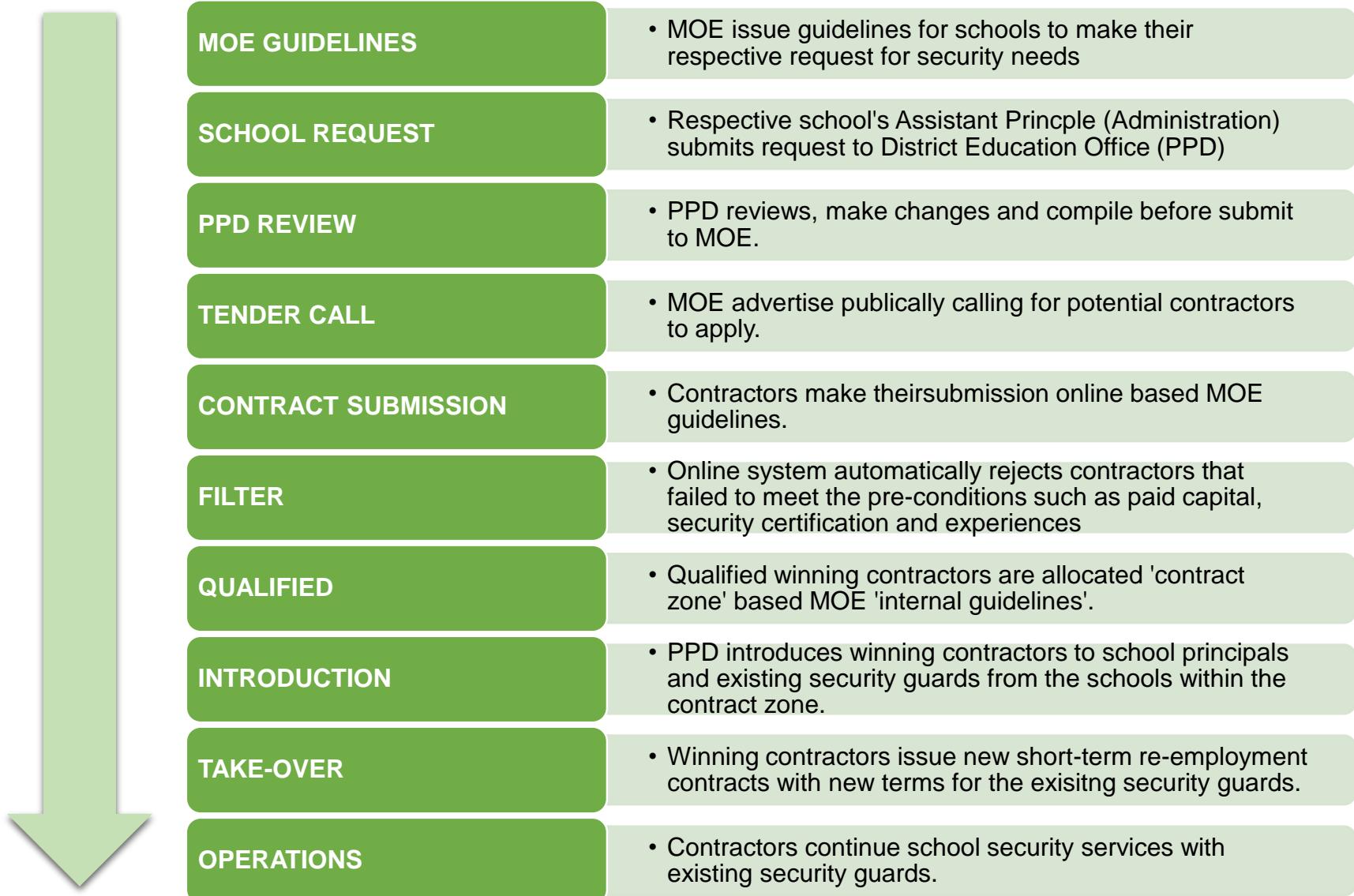
It's estimated that the security contractors paid RM1.014 billion for the 40,832 security guards in daily school for 2019. Therefore, it is estimated that the MOE paid a premium of RM500 million for school security contractors. Given these resources the government could create more jobs for the Bottom 10% households through direct employment of security guards.

Assuming that government employs 2 security guards per for each 8 hours shift. Thus, each school will require 6 security guards working 3 shifts per day. The government will employ 61,248 security guards for 10,208 daily schools. On the assumption that the security guards first year starting salary is at RM1,734 based on Grade KP16, the government will spend an estimated RM1.27 billion for the first year to employ 61,248 security guards.

The government can potentially create an additional 20,416 new jobs. Although there will a 50% increase in security guards, the government could save an estimated RM250 million as compared to the current contractor system.

The tendering process for school security services is outlined in Picture 4.6 below.

Picture 4.6: Tendering Process of School Security Services



5.0 THE CASE FOR DIRECT EMPLOYMENT

This section outlines:-

- i. the direct and indirect impact from the outsourcing of support services on workers;
- ii. the benefits of direct employment as government staffs for the workers

5.1 IMPACT OF CONTRACT SYSTEM ON THE WORKERS

The outsourcing of services had taken a heavy toll on the workers, the majority of whom come from the Bottom 10% (B10) of the society. The outsourcing had deprived workers and their families the basic human right to lead a decent and dignified life. The workers faced with stagnant wages and eroding benefits due absence of job security had affected their daily lives in more ways than one. The highlighted issue in the section “Findings” is a testimony to their daily plight. The outsourcing of support system had created indirect effects on the workers lives and overall government operations. The effects are summarised in Table 5.1 below:

Table 5.1: Daily Effects Of Outsourcing Of Support System

Effects	Explanation
Substandard Cleanliness level	<ul style="list-style-type: none">• Outsourcing companies dilute the cleaning agent prior to delivery to the hospitals and schools. The cleaning agent is further diluted with water at work site.• The cleaning agent is thus below the specified standards.• The workers are forced to clean repeatedly to remove tough stains which extremely hard work and time consuming.• Workers experience stress due to the unwarranted extra workload.• School's management, teachers, hospital staffs and patients vent their frustration at the cleaners for the sub-standard levels of cleanliness.• This adds to the daily pressure increasing the workers' stress.

Poor Quality & Non-Functioning Equipment	<ul style="list-style-type: none"> Workers inform the hospital management about the diluted cleaning agents and the quality equipment when queried by the hospital management about poor quality of work. The hospital management then makes random inspection to the concession company's store in the hospital for quality checks on the equipment and cleaning agents. However, the supervisor of the concession company seems to know about the random inspection beforehand through unofficially means. The concession company will send supplies of undiluted cleaning agent and quality equipment to the concession company's store in the hospital just before the random inspection. This practice is so common that workers can predict the random inspection day based on the arrival of undiluted cleaning agent and good quality equipment to the hospital store.
Personal Protection, Safety & Health	<ul style="list-style-type: none"> Workers are given up to 1 facemask, 1 set of gloves and 1 apron per day by the contractors. The mask and gloves are stained within the first few hours with sweat, germs, grime, cleaning agents etc. PPE used by some cleaners are stained immediately after cleaning patients' diarrhoea, vomit and blood stains. Request for additional PPE is not entertained by supervisor and management. Certain supervisors tell workers to 'take' from the stocks of hospital staffs. The need for PPE replacement forces the workers to take from hospital staffs' stock which causes arguments with hospital staffs. Frequency of such friction increased during Covid-19 crisis.

	<ul style="list-style-type: none"> The personal safety and health of contract workers and hospital personnel was compromised.
Workplace Relation Issues	<ul style="list-style-type: none"> Outsourcing companies failed to provide adequate amount cleaning equipment in good operating conditions. List of broken equipment observed at Hospital Taiping, Hospital Seberang Jaya, Hospital Ipoh, <ul style="list-style-type: none"> Broken extender of ceiling broom Broken wheels of cleaning trolleys Cracked/Leaking water buckets Some workers with broken equipment resort to quietly switching or taking equipment from other sections. This leads to arguments between the workers.
Family Relationship	<ul style="list-style-type: none"> The lack of quality working equipment and PPE forces the workers to purchase their own equipments although most of the workers are from B10 household. The workers do not have the option to reject changes to working hours or locations and this causes inconvenience in terms of transport for the family. All these factors cause friction and stress within families.
Social Relationships	<ul style="list-style-type: none"> Workers face cash crunch on a monthly basis due to inconsistent and/or delayed salary payments. The workers resort to borrowing from their neighbours, friends and/or relatives. Delays in salary payments cause delay in repaying debts to their neighbours, friends and/or relatives. This results in strained relationships and increase their stress.

Picture 5.1: Daily Effects Of Outsourcing Of Support System



In summary, the workers face pressure on daily basis at the workplace, home and community environments. This has a deleterious impact on the workers physical and psychological health that cannot be understated or ignored.

5.2 BENEFITS OF DIRECT EMPLOYMENT FOR WORKERS

The immediate benefits for the workers under outsourcing company would be job security and wages increment as government employees. The salary scales as government workers for the years 1995 and 2016 are listed in Table 5.2 and Table 5.3 respectively.

Table 5.2: Remuneration of Government Workers Before Outsourcing (1995)¹⁰²

Position (1995)	Grades	Salary Range (RM)	
		Minimum	Maximum
Technicians	J7	545	1,648
	J6	1,265	2,007
Hospital Attendant	U16	384	815
	U15	422	942
	U14	440	1,145
Security Guard	R11	384	761
General Worker	R11	384	761
	R10	417	875

Table 5.3: Potential Remuneration of Government Workers (2016)¹⁰³

Position (2016)	Grades	Salary Range (RM)		
		Minimum	Maximum	Increment
Technicians	JA19	1,377	4,052	100
Security Guard	KP11	1,205	2,939	80
	KP14	1,644	3,401	90
	KP16	1,734	3,616	95
	KP18	1,829	3,831	100
Operation Assistant	N11	1,216	2,983	80

The immediate benefit with respect to better remuneration is best illustrated with a hypothetical example. On the assumption that there was no outsourcing of support services in 1998, the post of the “Jaga” in 1995 and the equivalent post of “Security Guard” in 2016.

A hypothetical “Jaga S” who joined Government Service in 1998 would have been placed on Grade R11 with a starting salary of RM324. In 2016 after 18 years of service, “Jaga

¹⁰² PSD (1996)

¹⁰³ PSD (2016)

S” would at least have been placed on Grade KP11 with a starting salary of RM 1205 and would have received an annual increment of RM 80. In 2020, “Jaga S” would be receiving a basic salary of RM 1,525. Compare this with a hypothetical “Security Guard X” who started work with a contractor in 2002 earning a basic salary of RM 500 and after 18 years of service in 2020 receiving RM 1,200.

The example of “Jaga S” and “ Security Guard X” only serves to illustrate the basic wage discrepancy between the government and the outsourcing contractor. The same can be done for the school and hospital cleaners. Apart from salary and perks, the workers would benefit the most in terms of job security.

An assurance of job security, the guaranteed annual wage increment, fair work practices and protection of labour rights will enhance the physical and psychological state of the workers, and most certainly improve their quality of life. The government has a more structured career development programme for new recruits this would eliminate the need for government building management and other experienced staff to train the new recruits.

Table 5.4 provides a comparison of the employment benefits of government employees in 1996 and 2020; and the contract workers under outsourcing companies in 2019. The table 5.4 includes the potential benefits to contract workers if the workers are directly employed by the government.

Table 5.4: Comparison of Employment Benefits as Outsourced Workers and Government Workers

Criterion	Pre-Outsourcing (1992)	Post-Outsourcing (2019)	Current Civil Service (2020)
Departments in Hospital	Clinical Waste Services	Services Management Section	
	Cleaning Services		
	Dobby/Linen Services		
	Engineering Facility		
	Management		
	Biomedical Engineering		
Positions	Permanent after 36 months' probation	Contractual Terms	Permanent after 12-36 months' probation
Non- Remuneration Benefits	<ul style="list-style-type: none"> • 42 days of paid maternity leave. • 90 days of unpaid maternity leave. • 3 days of unrecorded paternity leave. 	<ul style="list-style-type: none"> • 0-12 days paid holidays • Pay cut (RM30) for each holiday • No medical insurance • No bonus • No annual increment 	<ul style="list-style-type: none"> • Free in-patient charges for all ward in public hospital for civil servants • <i>Ex-gratia</i> payment for parents if employee dies in-service. • Uniform provided by respective department

	<ul style="list-style-type: none"> • 5x Maternity & paternity benefits throughout service. • Public hospital fees exemption for civil servants' parents (excluding orthopaedic & artificial limbs). • Funeral payment for in-service civil servants. • Uniform stitching allowances and shoes per year. • Night duty worker are given bread, eggs, sugar, teas and biscuits. 	<ul style="list-style-type: none"> • Salary pegged to minimum wage • Shorter break/meals hours • 2 pairs of uniform during each re-contracting • No more transport services 	
Pension Benefits	<ul style="list-style-type: none"> • Lifetime Pension • Derivative Pension for spouse • Early retirement option (>40 years old), 1990 	<ul style="list-style-type: none"> • Formalised workers were given EPF • Non-formalised workers were not given EPF • SOCSO • Work Insurance Scheme (EIS) 	<ul style="list-style-type: none"> • Lifetime pension • Additional Disability Pension if in employee gets a disability while in-service • Derivative Pension for spouse if employee dies while in-service

			<ul style="list-style-type: none"> • Pension = 1/600 X months of service x last salary. • Gratuity = 7.5% x months of services x last salary. • Early retirement option (>40 years old), 1990
Career Development	Induction Course	NONE (Senior workers are forced to teach new worker with no extra compensation).	Induction Course Department Preliminary Training
Type Personals & Grades	Hospital Engineers (J3, J2, J1)	Management	Engineer (J41, J44, J48, J52, J54)
	Technicians (J6, J7)	Technicians	Assistant Engineer (JA19)
	Security (R11)	Security Guards	Security Guard (KP11, KP14, KP16, KP18)
	Hospital Attendants (U14, U15, U16)	Cleaners	Operational Assistance (N11)
	Public Low Rank Worker (R11, R10)	School Cleaners	Operational Assistance (N11)

5.3 BURDEN ON GOVERNMENT AGENCIES

Outsourcing support service was supposed to have reduced the responsibilities of government agencies with regard to human resources management. The labour rights violation and workplace harassment by government contractors has added to the burden of agencies. Numerous cases had been filed by contract workers in JTK and IRD on unpaid wages, arbitrary dismissal and poor working conditions. Statutory bodies such as EPF and SOCSO were forced to execute legal measures to claim unpaid contributions from the government contractors.

In 2019, then education minister Dr. Maszlee Malik had instructed the PPD and JPN to enforce labour laws compliance by government contractors after JPKK raised the issues of labour rights violation by government school contracts. These interventions constitute unanticipated tasks and carry hidden costs for PPD & JPN that strains the overall government financial and human resources.

6.0 CONCLUSION

The outsourcing of support services promoted under the Privatisation Policy had resulted in labour and human rights violations within the federal government contractors

The reemployment mechanism used by outsourcing companies has created an unhealthy situation of job insecurity which had impacted the livelihood of the workers. Under the outsourcing companies, workers faced with stagnant wages and eroding benefits. The low wages offered by outsourcing contractors is becoming unattractive to Malaysian and could potentially be filled by migrant workers.

The hospitals' and schools' management have lost the authority to manage the support services in their respective organisations due to the rigid one-size fits all solution under the outsourcing system. However, the management of the hospitals and schools are expected to shoulder the additional responsibility of providing oversight of the contractors, but without any enforcement.

At the same time, government regulatory agencies have the difficult task of ensuring that GLC, subsidiaries and contractors adhere to labour laws and regulations.

Outsourcing of support services has not only undermined the rights of the workers but also made the government agencies entrusted with oversight shockingly powerless. The need to re-evaluate this component of the Privatisation Policy introduced in 1983 is self-evident.

Concomitantly, the JPKK recommends that the Government of Malaysia;

1. makes a public commitment to absorb the contract workers affected by outsourcing of support service into the government service by June 2021.
2. takes immediate action to:

- a. Instruct the Public Services Department to work out a comprehensive plan to absorb the contract workers into existing schemes of service by March 2021;
- b. Instruct MOE and MOH to publicly disclose all guidelines given to concession companies, their subsidiaries and contractors;
- c. Instruct the MOHR to establish a grievance handling system to receive, register, channel and address complaints regarding labour rights abuse by concession companies, their subsidiaries and contractors;
- d. Request the Auditor-General to conduct a comprehensive financial and performance audit of the government contractors and to table the report to Parliament by June 2021;

In conclusion, the JPKK strongly urges the government to be proactive in addressing the plight of the contract workers who have been adversely impacted by the Privatisation Policy launched almost four decades ago.

REFERENCES

- Bernama. 2019. *Education ministry mulls blacklisting contractors who mistreat workers.* FreeMalaysiaToday
<https://www.freemalaysiatoday.com/category/nation/2019/03/27/education-ministry-mulls-blacklisting-contractors-who-mistreat-workers/>
- CGSO. 2014a *Latar Belakang CGSO.* Pejabat Ketua Pengawai Keselamatan Kerajaan Malaysia
<http://www.cgso.gov.my/portal/index.php/mengenai-cgso/latar-belakang>
- CGSO. 2014b *Fungsi CGSO.* Pejabat Ketua Pengawai Keselamatan Kerajaan Malaysia
- Chong, Charlotte. 2015. *Faber: Recent hospital support services contract is worth RM3.07b”.* The Edge Financial Daily.
<https://www.theedgemarkets.com/article/faber-recent-hospital-support-services-contract-worth-rm307b>
- EPF. 2020. *Rate Of Monthly Contributions.* Employees Provident Fund
https://www.kwsp.gov.my/documents/20126/140690/JADUAL_KETIGA_04012019_ENG.pdf/cf881bb1-6911-3a66-cc86-eb16d241c173?t=1547621842457
- Fazlina, Nor. 2017. *48 Pengawal Keselamatan Tak Dibayar Gaji.* BH Online
<https://www.bharian.com.my/berita/wilayah/2017/10/332699/48-pengawal-keselamatan-tak-dibayar-gaji>
- GOM. 2012. *Employment Act 1955 (Act 265).* Government of Malaysia.
[http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Act%20265%20-%20Employment%20Act%201955.pdf.](http://www.agc.gov.my/agcportal/uploads/files/Publications/LOM/EN/Act%20265%20-%20Employment%20Act%201955.pdf)
<http://www.cgso.gov.my/portal/index.php/mengenai-cgso/fungsi>

Halid, Suzalina. (2016) *Pengawal Mogok, Kunci Pagar Sekolah*. BH Online
<https://www.bharian.com.my/taxonomy/term/11/2016/04/143676/pengawal-mogok-kunci-pagar-sekolah>

Hafiz, Hariz. 2019 *Security Industry Group Concerned Over Talk That Govt Will Stop Managing Security At Schools* The Star
<https://www.thestar.com.my/metro/metro-news/2019/07/29/security-industry-group-concerned-over-talk-that-govt-will-stop-managing-security-at-schools/>

Khazanah. 2020. *The Khazanah Report 2019*. Khazanah Nasional Berhad
<https://www.khazanah.com.my/our-performance/the-khazanah-report/>

Menon, Priya *With New Shift System, 12,000 Security Guards Lost Their Jobs, Says Association*. The Star Online
<https://www.thestar.com.my/metro/metro-news/2019/02/25/with-new-shift-system-12000-security-guards-lost-their-jobs-says-association>

MOE. 2019. *Quick Facts 2019 Malaysia Educational Statistics*. Ministry of Education.
<https://www.moe.gov.my/muat-turun/penerbitan-dan-jurnal/terbitan/buku-informasi/2722-quick-facts-2019/file>

MOF. 1990. *1991 Budget*. Ministry of Finance, Malaysia.

MOF. 1995. *1996 Budget*. Ministry of Finance, Malaysia.

MOF. 1996. *1997 Budget*. Ministry of Finance, Malaysia.

MOH 1995. *Ministry of Health Facts 1995*. Ministry of Health, Malaysia.
<http://vlib.moh.gov.my/cms/documentsstorage/com.tms.cms.document.Document2e843d66-a0188549-d5315d00-fb1fca3a/1995.pdf>

MOHR. 2019 *Berhubung Pelaksanaan Gaji Minimum Rm1,200 Sebulan Di Wilayah Bandar-Bandar Utama* Ministry of Human Resources, Malaysia.
<https://www.mohr.gov.my/images/pdf/ukk/18122019.pdf>

PMO.1995. *Seventh Malaysia Plan (1996-2000)*. Prime Minister Office of Malaysia.
<https://www.pmo.gov.my/dokumenattached/RMK/RM7.pdf>

PSD. 1996 *Pelarasan Saraan Anggota Sistem Saraan Baru 1995- Pekeling Perkhidmatan Bilangan 2 Tahun 1996* Public Service Department
<https://docs.jpa.gov.my/docs/pp/1996/pp021996.pdf>

PSD. 2016 *Rasionalisasi Skim Perkhidmatan Bagi Perkhidmatan Awam Persekutuan Di Bawah Sistem Saraan Malaysia*. Public Service Department
<https://www.jpa.gov.my/ppspp/index.php/skim-perjawatan/item/1167-pp-bil-01-2016-rasionalisasi-skim-perkhidmatan-bagi-perkhidmatan-awam-persekutuan-di-bawah-sistem-saraan-malaysia.html>

Razis, Muhammad. 2017 *Pengawal Keselamatan Dakwa Dianiaya*. Harian Metro
<https://www.hmetro.com.my/mutakhir/2017/10/268875/pengawal-keselamatan-dakwa-dianiaya>

Romli, Norul Awatif. 2016 *Pengawal Mogok Tak Dibayar Gaji*. Harian Metro.
<https://www.hmetro.com.my/node/130455>

SOCSCO. 2020a. *Rate Of Contributions*. Social Security Organisation.
<https://www.perkeso.gov.my/index.php/en/24-social-security-protection/employer-and-employee-eligibility/53-rate-of-contribution>

SOCSCO. 2020b. *EIS Contribution Rate*. Social Security Organisation.
<https://www.perkeso.gov.my/index.php/en/eis-registration-contribution/eis-contribution-rate>

The Edge. 2018 Special Report: Non-GLC CEOs In Malaysia Have Higher Median Pay Than Those In Singapore, But GLC Chiefs Get Less. The Edge Daily
<https://www.theedgemarkets.com/article/special-report-nonglc-ceos-malaysia-have-higher-median-pay-those-singapore-glc-chiefs-get>

UEM Group. 2020. http://www.uem.com.my/ourstory_overview.aspx

UEM Edgenta. 2020. *Annual Report 2019*. UEM Edgenta Berhad
<https://www.insage.com.my/ir/interactiveAR/EDGENTA/interactiveAR2019/>

APPENDIX A
List of Respondents

Index	Profession	Type	Status	Location	Date
A-1	Hospital Director	Hospital Management	Retired	E-mail	1 st July 2020
A-2	School Headmaster	School Management	Retired	Setapak, Kuala Lumpur	5 th July 2020
A-3	School Headmaster	School Management	Retired	Tapah, Perak	7 th July 2020
A-4	Hospital Cleaners	Hospital Support	Contract Workers	Tambun, Perak	7 th July 2020
A-5	Hospital Cleaners	Hospital Support	Contract Workers	Ipoh, Perak	7 th July 2020
A-6	Hospital Cleaners	Hospital Support	Contract Workers	Bukit Mertajam , Perak	7 th July 2020
A-7	Storekeeper	Hospital Support	Contract Workers	Seberang Perai, Penang	7 th July 2020
A-8	School Cleaner	Hospital Support	Contract Workers	Semenyih, Selangor	8 th July 2020
A-9	School Cleaners	School Support	Contract Workers	Kajang, Selangor	9 th July 2020

A-10	Security Guard	School Support	Contract Workers	Kajang, Selangor	9 th July 2020
A-11	Security Guard	School Support	Contract Workers	Kajang, Selangor	9 th July 2020
A-12	Security Guard	School Support	Contract Workers	Hulu Langat, Selangor	9 th July 2020
A-13	Security Guard	School Support	Contract Workers	Hulu Langat, Selangor	9 th July 2020
A-14	Security Guard	School Support	Contract Workers	Masjid Tanah, Melaka	10 th July 2020
A-15	Government Security Guard	CGSO	In-Service	Presint 2, Putrajaya	21 st July 2020
A-16	Contractor	School Cleaning Contractor	In-Service	Sungai Purun, Selangor	24 th July 2020
A-17	Management	Hospital Outsourcing Contractor Management	In-Service	Ipooh, Perak	28 st July 2020
A-18	Landscape Maintenance	Transferred-Out Hospital Worker	Contract Workers	Jalan Tapah, Perak	29 th July 2020
A-19	Hospital Attendant	Hospital Worker	Retired	Jalan Tapah, Perak	29 th July 2020

APPENDIX B

Survey Questionnaires I : School Management

(Interview Duration: 1 hour || Language Choice: Malay English or Tamil

Brief self-introduction, project purpose and the interview and purpose of project.

A) Respondents Details

Name : _____

Contact Number : _____

Service Period : _____

B) General Question

1. Please tell us about your career and service as an educationist.
2. Please list out the types of non-educational support services in school, before 1990s.
3. Please tell us how schools managed their own support systems, for example the cleaning & security services ?
4. Were the support services personnel under some form in-house or national unions or CUEPACS?
5. Who in the school was responsible for managing the non-education support services?

C) Before Privatisation

6. Who provided the SOP & Guidelines to use funds for support systems in a school?
7. Who was responsible for the recruitment, qualification and appointment of the support services personnel?
8. Please tell us about the working conditions of the support services personnel; such as working hours, annual leave, bonuses, pensions, increments etc. Who was responsible for the equipments (uniforms, cleaning agents, brooms etc) ?
9. How many support personnel did a school have? Could you explain more the school sizes and workers ratio?

10. Did the school have its own in-house kind of handy person (i.e. technician, plumbers, repairman, electricians etc).
11. Did the government provide budget allocation for minor repairs and maintenance in schools?
12. Did anyone from PPD or MOE or Jabatan Audit Negara audit the school environment, cleanliness and safety?
13. Were the support services personnel consulted and involved in improving the quality of operations of support services?

D) During Privatisation

14. When did you hear about the government's intention to privatise school support services? Just the Year will do.
15. Did anyone from PPD/MOE/MOF conduct any form of consultation with the school administrators, management and/or the PIBG/Parents?
16. What did the government tell the people/parents/schools about the reasons, benefits and/or pitfalls of privatisation?
17. Did anyone from PPD/MOE conducted any form of consultation with the affected support service personnel?
18. Who was responsible for the appointment of the contractors and release of payments?
19. When did the private sector contractor formally take over to provide support services at school? Just the Year should do.
20. Who at school level or government level executed the transfer of support personnel to the private sector?

E) After Privatisation

21. How do you rate the support services quality after the privatisation?
Rating [1. Excellent 2. Very Good 3. Good 4. Satisfactory 5. Unsatisfactory]
Please provide reasons for your rating.
22. What was school's role after privatisation of the support services?
23. What was working condition for support personals?

24. How many support services personnel did your School have? Could you explain more the school sizes and workers ratio?
25. Did the school/parents/management/workers have some say in operations of the support services?
26. Was there any Guidelines/SOP on the feedback/complaints about services of the contractors? If so, please describe the processes.
27. What was your experience in complaining (if any) about poor services and making changes to improve the system?
28. Could you share us about the working conditions of the support services personnel; such as working hours, annual leave, bonuses, pensions, increments, salary payments, etc. Who was responsible for the equipments (uniforms, cleaning agents, brooms etc) ?

F) Conclusion;

29. Overall, please provide your views & opinions comparing the pre & post privatisation of the school support services.
30. Before we end the interviews, is there any other data, information or incidents you would like to share with us.
31. Please feel free to contact us if you like to provide additional data/information or seek clarification on any of the matters discussed today.

Survey Questionnaires II: Hospital Attendants

(Interview Duration: 1 hour || Language Choice: Malay English or Tamil)

Brief self-introduction, project purpose and the interview and purpose of project.

A) Respondents Details

Name : _____

Contact Number : _____

Service Period : _____

B) Pre-Outsourcing

1. Please tell about how you received the job with government.
2. Did you undergo any training or induction course before start working?
3. Please tell us about your career & service history during government workers.
4. Are you a member of an in-house or national union or CUEPACS?
5. Please tell about the salary and benefits as government workers

C) During Outsourcing

6. When do you know about the privatisation?
7. What was the process of transferring you to private sectors?
8. Were you given option not to leave government sector?

D) After Outsourcing

9. Please tell about the working conditions with the private hospital support services.
10. Since started working, how much wages increment, bonus and/or benefits have you received?
11. Does the contractor pay the salary, EPF, SOCSO and/or bonuses of your colleagues and you?
12. How about approval of emergency and annual leaves?
13. Are the wages enough for you and your family to survive?

14. Do you have further complained of your working environment? Your identity will remain anonymous. Did the management consult you before making such changes?
15. Who in the school/hospital was responsible to liaise with the private sector to managing the supports services?
16. Which do you think/feel is better for you – direct employment with government OR private sector contractual employment? Please explain your choice.
17. Are you aware that the private sector contractor is making cuts/changes/ to reduce cost? If so, please explain its impact on you personally & the quality of the services at the school/hospital?

E) Conclusion

18. Before we end the interviews, is there any other data, information or incidents you would like to share with us.
19. Please feel free to contact us if you like to provide additional data/information or seek clarification on any of the matters discussed today.

Survey Questionnaires III: Contractual Workers

(Interview Duration: 1 hour || Language Choice: Malay, English or Tamil)

Brief self-introduction, project purpose and the interview and purpose of project.

A) Respondents Details

Name : _____

Contact Number : _____

Service Period : _____

B) Questions

1. Please tell about how you received the job with government.
2. Did you undergo any training or induction course before start working?
3. Are you a member of an in-house or national union or CUEPACS?
4. Please tell about the working conditions with as contract workers.
5. Since started working, how much wages increment and benefits have increased?
6. Does the contractor pay the salary, EPF, SOCSO and/or bonuses of your colleagues and you?
7. How about approval of emergency and annual leaves?
8. Are the wages enough for you and your family to survive?
9. Do you have further complained of your working environment? Did the management consult you before making such changes? Your identity will remain anonymous.
10. Who in the school/hospital was responsible to liaise with the private sector to managing the supports services?
11. Please tell about the working environment with the hospital system after unionisation & CA (hospital support system)?
12. Which do you think/feel is better for you – direct employment with government OR private sector contractual employment? Please explain your choice.
13. Are you aware that the private sector contractor is making cuts/changes/ to reduce cost? If so, please explain its impact on you personally & the quality of the services at the school/hospital?

C) Conclusion

14. Before we end the interviews, is there any other data, information or incidents you would like to share with us. Your identity will remain anonymous.
15. Please feel free to contact us if you like to provide additional data/information or seek clarification on any of the matters discussed today.

Survey Questionnaires IV: Government Security Guard

(Interview Duration: 0.5 hour || Language Choice: Malay, English or Tamil)

Brief self-introduction, project purpose and the interview and purpose of project.

A) Respondents Details

Name : _____

Contact Number : _____

Service Period : _____

B) Questions

1. Please tell about how you received the job with government.
2. Did you undergo any training or induction course before start working?
3. Are you a member of an in-house or national union or CUEPACS?
4. Please tell about the working conditions with government
5. Since started working, how much wages increment and benefits have increased?
6. Could please elaborate on the overtime and working hours with the government.
7. How about approval of emergency and annual leaves?
8. Are the wages enough for you and your family to survive?

C) Conclusion

9. Before we end the interviews, is there any other data, information or incidents you would like to share with us. Your identity will remain anonymous.
10. Please feel free to contact us if you like to provide additional data/information or seek clarification on any of the matters discussed today.

Survey Questionnaires V: Government Security Guard

(Interview Duration: 0.5 hour || Language Choice: Malay, English or Tamil)

Brief self-introduction, project purpose and the interview and purpose of project.

A) Respondents Details

Name : _____

Contact Number : _____

B) Questions

1. Please tell about how will know about the government tender
2. Please tell about the government tender process
3. Please tell about the government tender criteria.
4. Does the government specify the list of jobs and cleaners needed?
5. Who introduces the school cleaners to the contractors?
6. How much is expected profit margin for school cleaners' contractors?
7. Do you have any knowledge about school security tendering process?

C) Conclusion

8. Before we end the interviews, is there any other data, information or incidents you would like to share with us. Your identity will remain anonymous.
9. Please feel free to contact us if you like to provide additional data/information or seek clarification on any of the matters discussed today.

APPENDIX C

Request for Information

Jaringan Pekerja Kontrak Kerajaan

D-3-33, Block D, 8 Avenue Business Centre, Jalan Sungai Jernih 8/1,
Seksyen 8 Petaling Jaya, 46050 Petaling Jaya, Selangor

Kepada,
En. Abdul Haris bin Haji Lukar,
Ketua Jabatan,
Bahagian Perolehan dan Pengurusan Aset (BPPA),
Kementerian Pendidikan Malaysia (KPM)
Aras 5, Blok E2, Kompleks E,
Pusat Pentadbiran Kerajaan Persekutuan
62604 WP. Putrajaya



20 Julai 2020

Encik,

PERMOHONAN UNTUK MAKLUMAT TENTANG KRITERIA TENDER KONTRAK
PENYELENGARAAN SEKOLAH AWAM UNTUK KAJIAN RASMI

Merujuk perkara di atas, suacita dimaklumkan bahawa Jaringan Pekerja Kontrak Kerajaan (JPKK) sedang melaksanakan sebuah kajian untuk meneliti keberkesanannya sistem kontrak penyelenggaraan sekolah awam untuk menghasilkan cadangan penambahbaikan yang akan dibentangkan kepada KPM untuk dipertimbangkan.

2. Selaras dengan itu, Unit Penyelidikan JPKK memerlukan informasi berhubung kaedah dan kriteria untuk mendapatkan kontrak penyelenggaraan khususnya kontrak pembersihan dan kontrak sekuriti. Oleh yang demikian, JPKK ingin memohon kerjasama BPPA-KPM untuk mendapatkan informasi, sampel dan contoh berikut untuk melengkapkan kajian ini;

- I. Garis Panduan Memohon Kontrak
- II. Garis Panduan Pemilihan Kontraktor
- III. Garis Panduan Semakan Kontraktor Terpilih
- IV. Garis Panduan Pembayaran Kontraktor Terpilih
- V. Garis Panduan Untuk Audit Kerja Kontraktor Terpilih
- VI. Garis Panduan Untuk Membatalkan Kontraktor Terpilih

VII. Garis Panduan Untuk Menyenarai Hitam Kontraktor Bermasalah

3. Pihak BPPA-KPM boleh berhubung dengan Sharan Raj daripada Unit Penyelidikan JPKK untuk sebarang pertanyaan di talian [REDACTED] atau e-mel kepada raj28sharan@icloud.com. Pihak JPKK amat menghargai kerjasama pihak BPPA-KPM untuk melengkapkan kajian ini untuk memperkasakan sistem penyelenggaraan sekolah awam di negara kita.

Sekian, terima kasih.

Yang Benar,



(SIVARANJANI MANICKAM)

Penyelaras Nasional
Jaringan Pekerja Kontrak Kerajaan (JPKK)

S.K Sharan Raj
Penyelidik Khas,
Unit Penyelidik
Jaringan Pekerja Kontrak Kerajaan (JPKK)

Jaringan Pekerja Kontrak Kerajaan

D-3-33, Block D, 8 Avenue Business Centre, Jalan Sungai Jernih 8/1,
Seksyen 8 Petaling Jaya, 46050 Petaling Jaya, Selangor

Kepada,
Bahagian Perolehan & Penswastaan (BPP)
Kementerian Kesihatan Malaysia (KKM)
Aras 4 & 7, Blok E7, Kompleks E,
Pusat Pentadbiran Kerajaan Persekutuan,
62590 WP. Putrajaya



Tuan/Puan,

PERMOHONAN UNTUK MAKLUMAT TENTANG KRITERIA TENDER KONSESI PENYELENGARAAN HOSPITAL UNTUK KAJIAN

Merujuk perkara di atas, sukcita dimaklumkan bahawa Jaringan Pekerja Kontrak Kerajaan (JPKK) sedang melaksanakan sebuah kajian untuk meneliti keberkesanannya sistem konsesi penyelenggaraan hospital untuk menghasilkan cadangan penambahan yang akan dibentangkan kepada KKM untuk dipertimbangkan.

2. Selaras dengan itu, Unit Penyelidikan JP KK memerlukan informasi berhubung kaedah dan kriteria untuk mendapatkan konsesi penyelenggaraan. Oleh yang demikian, JP KK ingin memohon kerjasama BPP-KKM untuk mendapatkan informasi, sampel dan contoh berikut untuk melengkapkan kajian ini;

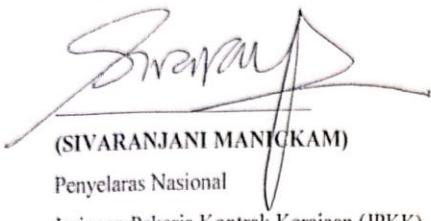
- I. Iklan/Notis Panggilan Untuk Memohon Konsesi
- II. Garis Panduan Memohon Konsesi
- III. Garis Panduan Pemilihan Syarikat Konsesi
- IV. Garis Panduan Pembayaran Syarikat Konsesi
- V. Garis Panduan Untuk Audit Syarikat Konsesi
- VI. Garis Panduan Untuk Membatalkan Syarikat Konsesi
- VII. Garis Panduan Untuk Menyenaraikan Syarikat Konsesi

VIII. Dokumen Kontrak antara KKM dengan Syarikat Konsesi

3. Pihak BPP-KKM boleh berhubung dengan Sharan Raj daripada Unit Penyelidikan JPKK untuk sebarang pertanyaan di talian [REDACTED] atau e-mel kepada raj28sharan@jcloud.com
Pihak JPKK amat menghargai kerjasama pihak BPP-KKM untuk melengkapkan kajian ini untuk memperkasakan sistem penyelenggaraan hospital awam di negara kita.

Sekian, terima kasih.

Yang Benar,



(SIVARANJANI MANICKAM)
Penyelaras Nasional
Jaringan Pekerja Kontrak Kerajaan (JPKK)

S.K Sharan Raj
Penyelidik Khas,
Unit Penyelidik
Jaringan Pekerja Kontrak Kerajaan (JPKK)

Jaringan Pekerja Kontrak Kerajaan

D-3-33, Block D, 8 Avenue Business Centre, Jalan Sungai Jernih 8/1,
Seksyen 8 Petaling Jaya, 46050 Petaling Jaya, Selangor

Kepada,
Pengarah
Jabatan Tenaga Kerja (JTK)
Semenanjung Malaysia
Kementerian Sumber Manusia (KSM),
Aras 5, Blok D3, Kompleks D,
Pusat Pentadbiran Kerajaan Persekutuan,
62530, Putrajaya, Malaysia.



20 Julai 2020

Tuan/Puan,

PERMOHONAN UNTUK MAKLUMAT TENTANG KES PEKERJA KONTRAK PENYELENGARAAN DI BANGUNAN KERAJAAN UNTUK KAJIAN

Merujuk perkara di atas, suacita dimaklumkan bahawa Jaringan Pekerja Kontrak Kerajaan (JPKK) sedang melaksanakan sebuah kajian untuk meneliti keberkesanannya sistem konsesi penyelenggaraan bangunan kerajaan untuk menghasilkan cadangan penambahan yang akan dibentangkan kepada KSM untuk dipertimbangkan.

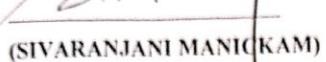
2. Selaras dengan itu, Unit Penyelidikan JP KK memerlukan informasi berhubung kes pekerja kontrak penyelenggaraan yang dikendalikan oleh JTK-KSM. Oleh yang demikian, JP KK ingin memohon kerjasama JTK-KSM untuk mendapatkan stastik tentang kontrak penyelenggaraan dan keselamatan seperti berikut untuk tahun 2010-2019;

- I. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Masalah
- II. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Jenis Pekerjaan
- III. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Penyelesaian
- IV. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Negeri
- V. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Lokasi (Sekolah, Hospital dsb)
- VI. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Majikan Sama

3. Pihak JTK-KSM boleh berhubung Sharan Raj daripada Unit Penyelidikan JPKK untuk sebarang pertanyaan di talian (████████) atau e-mel kepada raj.28sharan@icloud.com Pihak JPKK amat menghargai kerjasama pihak JTK-KSM melengkapkan kajian rasmi untuk memperkasakan sistem penyelenggaraan bangunan kerajaan di negara kita.

Sekian, terima kasih.

Yang Benar,



(SIVARANJANI MANICKAM)

Penyelaras Nasional

Jaringan Pekerja Kontrak Kerajaan (JPKK)

S.K Sharan Raj
Penyelidik Khas,
Unit Penyelidik
Jaringan Pekerja Kontrak Kerajaan (JPKK)

Jaringan Pekerja Kontrak Kerajaan

D-3-33, Block D, 8 Avenue Business Centre, Jalan Sungai Jernih 8/1,
Seksyen 8 Petaling Jaya, 46050 Petaling Jaya, Selangor

Kepada,

Pengarah

Jabatan Perhubungan Perusahaan (JPP)

Kementerian Sumber Manusia (KSM)

Aras 9, Blok D4, Kompleks D,

Pusat Pentadbiran Kerajaan Persekutuan,

62530, WP Putrajaya

20 Julai 2020

Encik/Puan,

PERMOHONAN UNTUK MAKLUMAT TENTANG KES PEKERJA KONTRAK PENYELENGARAAN DI BANGUNAN KERAJAAN UNTUK KAJIAN

Merujuk perkara di atas, suacita dimaklumkan bahawa Jaringan Pekerja Kontrak Kerajaan (JPKK) sedang melaksanakan sebuah kajian untuk meneliti keberkesanannya sistem konsesi penyelenggaraan bangunan kerajaan untuk menghasilkan cadangan penambahbaikan yang akan dibentangkan kepada KSM untuk dipertimbangkan.

2. Selaras dengan itu, Unit Penyelidikan JPKK memerlukan informasi berhubung kes pekerja kontrak penyelenggaraan yang dikendalikan oleh J-KSM. Oleh yang demikian, JPKK ingin memohon kerjasama JPP-KSM untuk mendapatkan stastik tentang kontrak penyelenggaraan dan keselamatan seperti berikut untuk tahun 2010-2019;

- I. Jumlah Kes Pekerja Kontrak Difail
- II. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Jenis Pekerjaan
- III. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Penyelesaian
- IV. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Negeri
- V. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Lokasi (Sekolah, Hospital dsb)
- VI. Pecahan Kes Pekerja Kontrak Difail Berdasarkan Majikan Sama



3. Pihak JPP-KSM boleh berhubung Sharan Raj daripada Unit Penyelidikan JPKK untuk sebarang pertanyaan di talian [REDACTED] atau e-mel kepada raj28sharan@icloud.com Pihak JPKK amat menghargai kerjasama pihak JPP-KSM untuk melengkapkan kajian untuk memperkasakan sistem penyelenggaraan bangunan kerajaan di negara kita.

Sekian, terima kasih.

Yang Benar,



(SIVARANJANI MANICKAM)

Penyelaras Nasional
Jaringan Pekerja Kontrak Kerajaan (JPKK)

S.K Sharan Raj
Penyelidik Khas,
Unit Penyelidik
Jaringan Pekerja Kontrak Kerajaan (JPKK)

**IBU PEJABAT**

Jabatan Tenaga Kerja Semenanjung Malaysia
Aras 5, Blok D3, Kompleks D
Pusat Pentadbiran Kerajaan Persekutuan
62530 WILAYAH PERSEKUTUAN PUTRAJAYA
MALAYSIA

Telefon : 03-8886 5192
Telefaks : 03-8889 2368 / 03-8889 2359
03-8889 2360 / 03-8889 2361
03-8889 2362 / 03-8881 1917
Telekerja: 03-8886 2351 / 03-8886 2352
E-mel : jtksm@mohr.gov.my
Website : www.jtksm.mohr.gov.my

Ruj. Kami : JTKSM. 30/11/961 Jld. 21 (48)
Tarikh : 10 Ogos 2020



Sivaranjani Manickam
Penyelaras Nasional
Jaringan Pekerja Kontrak Kerajaan (JPKK),
D-3-33, Block D, Avenue Business Centre,
Jalan Sungai Jernih 8/1, Seksyen 8,
46050 Petaling Jaya,
SELANGOR

Tuan,

**PERMOHONAN UNTUK MAKLUMAT TENTANG KES PEKERJA
KONTRAK PENYELENGGARAAN DI BANGUNAN KERAJAAN UNTUK
KAJIAN**

Saya dengan hormatnya diarah merujuk kepada perkara di atas.

2. Adalah dimaklumkan bahawa pihak Jabatan Tenaga Kerja Semenanjung Malaysia (JTKSM) telah menerima permohonan daripada pihak tuan bagi mendapatkan maklumat mengenai statistik kes pekerja kontrak penyelenggaraan dan keselamatan yang telah dikendalikan oleh pihak jabatan melibatkan isu-isu mengenai undang-undang perburuhan negara.
3. Walau bagaimanapun, dukacita dimaklumkan bahawa pihak JTKSM tidak dapat memberikan maklumat yang diminta kerana selain daripada isu kerahsiaan, pihak jabatan juga tidak mempunyai rekod yang spesifik untuk isu tersebut bagi memenuhi objektif kajian yang hendak dilaksanakan oleh pihak tuan.
4. Sekiranya mempunyai sebarang pertanyaan lanjut, pihak tuan boleh menghubungi **En. Mohd Nazri bin Ahmad Sabar** di talian **03-8886 5214** atau **e-mail** mohdnazri@mohr.gov.my.
5. Perhatian pihak tuan berhubung perkara ini didahului dengan ucapan terima kasih.

(Sila catatkan nombor rujukan surat ini apabila berhubung dengan jabatan ini)

Sekian.

"BERKHIDMAT UNTUK NEGARA"
'Pekerja dan Cabaran Budaya Norma Baharu'

Saya yang menjalankan amanah,

(HJ. MOHD ASRI BIN ABD WAHAB)
b.p. Ketua Pengarah Tenaga Kerja
Semenanjung Malaysia

s.k.:

Ketua Pengarah Tenaga Kerja
Semenanjung Malaysia

Timbalan Ketua Pengarah (Operasi)
Semenanjung Malaysia

Sharan Raj
Penyelidik Khas,
Unit Penyelidik,
Jaringan Pekerja Kontrak Kerajaan (JPKK)

From: Mohamad Nor Arif Bin Ghazali mnarif@mohr.gov.my
Subject: MAKLUMAT TENTANG KES PEKERJA KONTRAK PENYELENGGARAAN DI BANGUNAN KERAJAAN
Date: 22 July 2020 at 5:17 PM
To: raj28sharan@icloud.com
Cc: Khalid bin Jali khalid@mohr.gov.my, Shanmugam A/L Thiagarajan shan@mohr.gov.my, Engku Adlin Engku Mohd Ariffin engkuadlin@mohr.gov.my, Mohd Nizar Zakaria mnizar@mohr.gov.my



Salam Sejahtera, Tuan/Encik,

Dengan hormatnya saya merujuk kepada perkara tersebut di atas dan surat dari pihak tuan bertarikh 20 Julai 2020.

2. Dukacita dimaklumkan pihak Jabatan Perhubungan Perusahaan Malaysia tidak dapat mengemukakan maklumat tentang pekerja kontrak penyelenggaraan dan keselamatan seperti yang dimohon oleh pihak tuan melalui surat bertarikh 20 Julai 2020.

3. Hal ini disebabkan pihak jabatan tidak merekodkan kes yang diterima seperti yang diperlukan oleh pihak tuan. Penerangan lebih lanjut mengenai hal tersebut telah diberikan kepada pihak tuan melalui panggilan telefon kepada En. Sharan Raj pada jam 4.10pm, 22 Julai 2020.

Pihak jabatan ingin memohon maaf kerana tidak dapat mengemukakan maklumat seperti yang diperlukan, segala kesulitan amat dikesali.

Sekian, terima kasih,

"BERKHIDMAT UNTUK NEGARA"
'Pekerja dan Cabaran Budaya Norma Baharu'

(Mohamad Nor Arif Bin Ghazali)

PP

Bahagian Perancangan & Penyelidikan Dasar Jabatan Perhubungan

Perusahaan Malaysia

**Aras 9, Blok D4, Kompleks D Pusat Pentadbiran Kerajaan Persekutuan
62530 W.P Putrajaya.**

Perhatian:

Berkuatkuasa 16 Mac 2020, perkhidmatan e-mel MyGovUC telah diperkuuhkan dengan fungsi kawalan keselamatan bagi semakan rekod Domain Name System (DNS) iaitu Pointer Record (PTR), Sender Policy Framework (SPF), DomainKeys Identified Mail (DKIM) dan Domain-Based Message Authentication, Reporting, and Conformance (DMARC). Sehubungan dengan itu, pentadbir e-mel agensi di luar domain MyGovUC hendaklah mewujudkan rekod tersebut di DNS agensi masing-masing. Kegagalan melaksanakan fungsi-fungsi kawalan tersebut akan menyebabkan penghantaran emel tersebut akan disekat di Email Security Gateway (ESG) MyGovUC.

APPENDIX D

JPKK Meeting With Then Education Minister Dr Maszlee Malik

 Dr Maszlee Malik
27 March 2019 · 

PERTEMUAN DENGAN JARINGAN PEKERJA KONTRAK KERAJAAN

Pada hari ini (27 Mac 2019), saya telah mengadakan pertemuan dengan Jaringan Pekerja Kontrak Kerajaan (JPKK) bagi membincangkan isu kontrak pekerja pembersihan dan pengawal keselamatan sekolah.

Dalam pertemuan berkenaan, saya memberi jaminan akan membawa isu ini untuk perhatian pihak Kementerian Kewangan bagi mendapatkan peruntukan tambahan.

Selain itu, Kementerian Pendidikan Malaysia (KPM) juga akan membawa segala cadangan daripada pihak JPKK untuk perhatian YAB Perdana Menteri dan pihak Jabatan Perkhidmatan Awam (JPA).

Di peringkat KPM pula, kita bercadang untuk meningkatkan tahap kemahiran pekerja-pekerja ini melalui program latihan di bawah kelolaan Kolej Komuniti dan skim latihan semasa di bawah Kementerian Sumber Manusia.

Bagi mengatasi isu kontraktor yang didakwa menindas pekerja, KPM akan meneliti semula dasar, prosedur dan tatacara kontrak bagi memastikan kontraktor yang berlaku tidak adil dan menganiaya golongan pekerja dikenakan tindakan tegas, termasuk disenaraihitamkan daripada mendapat sebarang kontrak berkaitan di bawah KPM.

DR. MASZLEE MALIK
MENTERI PENDIDIKAN MALAYSIA
27 MAC 2019



APPENDIX E

Letter of Employment for Workers with Service Year from 1997 to 2020



PROPEL-JOHNSON CONTROLS (M) SDN. BHD. (2000058-K)
Dukuh Tecknoplex, Suite G., Ground Floor,
No. 2A, Jalan 24/2, Seberang Sela,
46-00 Petaling Jaya,
Selangor Darul Ehsan,
Malaysia.
Tel: 03-7736786
Fax: 03-77367110

[Redacted]

26 Mei 1997

Hank/Puan/G's [Redacted]

Terhubung dengan [Redacted] yang dilantik baru-baru ini, kami dengan sukacita menerangkan pekerjaan kepada anda untuk jawatan berikut:

Nama Jawatan	Pekerja Am (Kebersihan)
Status	Sepenuh Masa (Kontrak 6 bulan)
Tempat Kerja	HBUK
Gaji Asas	RM500.00 sebulan
Tarikh mula kerja	2 Jun 1997
Lapur kepada	Penyelia (Kebersihan)
Waktu kerja	3 Shif

Sebagai tambahan kepada gaji yang dilawarkan pakai kemudahan asas Syarikat Propel Johnson controls (M) Sdn Bhd juga merupakan sebahagian daripada tawaran pekerjaan ini disertakan.

Sekian, terima kasih.

Yang benar,
b/p PROPEL JOHNSON CONTROLS (M) SDN BHD

Ir. ABDUL AZIZ BIN OMAR
Pengurus Kawasan, Perak

Saya, Thilarna b/p Perman, menerima tawaran pekerjaan Propel-Johnson Controls (M) Sdn. Bhd. seperti di atas.

Tandatangan

J. - C - 1497

Tarikh

Lampiran

Fotocopy Office:
Perak : TIA Engineering Department, First Floor, Penang General Hospital, Jln. Residency, 10990 Pulau Pinang. Tel: 04-227 5145, 227 5150 Fax: 04-227 5143
Kedah : 1392 Plaza Ikon, Perdana Finance Building, Jln. Tunku Ismail, 05000 Alor Setar, Kedah Darul Aman. Tel: 04-950 7251 Fax: 04-950 7251
Sarawak : 24, Medan Islam 5, Bandar Ipon Raya, 30000 Ipoh, Perak Darul Ridzuan. Tel: 05-242 4654 Fax: 05-242 4367
Sabah : Lot 47 & 48, First Floor, Taman Mata Shophouse, Off Jln. Panampang, 88300 Kota Kinabalu, Sabah. Tel: 088-211 648, 211 657, 212 898 Fax: 088-211 752
Penang : Engineering Unit Building, Samwahl General Hospital, Jln. Hospital Timur, 13000 Kuching, Sarawak. Tel: 082-242 016, 426 197, 232 790 Fax: 082-242 710



PROTEL-JOHNSON CONTROLS WORLD SERVICES (M) SDN BHD
Teratai Syarat-Syarat dan Peraturan Peraturan Kontrak Perkhidmatan

HEALTHCARE

1. Pekerja hendaklah mematuhi semua peraturan syarikat.
2. Pekerja perlu sentiasa mematuhi pakaian seragam kerja yang bertinggi.
3. Pekerja mesra seadalah mematuhi arahan penyelia.
4. Pekerja perlu bersopan-santun dan berseimbang baik semasa menganjurkan perkhidmatan pelanggan pelanggan syarikat.
5. Pekerja tidak boleh menghilangkan atau mengambil perlatan syarikat serta barang-barang keperluasan pelanggan.
6. Pekerja boleh menggema dan menjaga alat-alat pembezakan dengan baik.
7. Bayaran gaji kepada pekerja adalah dalam tempoh sebulan.
8. Pekerja akan dibayari eluan sebagai bayaran kerja lebih masa bagi kerja-kerja yang melebihi waktu kerja biasa jika diperlukan kerhusus daripada dalam skop tugas mereka. Walau bagaimanapun, bayaran ini boleh dipinda sekiranya syarikat perlukan kerhusus tertentu.
9. Para pekerja hujah mengambil cuti sakit yang disahkan oleh pegawai perobatan benda-luar, tidak lebih dari 7 hari dalam tempoh kontrak selama 6 bulan terus-turut.
10. Para pekerja akan diliputi Polis Inawan Kumpulan yang diiktiraf oleh Syarikat.
11. Masa kerja para pekerja hendaklah mematuhi keputusan KWSP dan PRRKPSQ.
12. Waktu kerja biasa adalah tertakrif kepada waktu penyelenggaraan operasi seperti yang tercati di dalam borang permohonan.
13. Dalam sepech kontak, kedua-dua pihak boleh membincangi tentang beban kerja selera (tujuh) 7 hari atau membayar balik gaji yang separuhnya dipecah kepada pihak yang setu lagi (Salary-in-halves).
14. Sekiranya pekerja tidak boleh bebas untuk beronggak selama 2 hari beruntut-turut tanpa keterangan berkenaan dan tidak alasan yang mewujudkan diberikan, maka pekerja akan dianggap sudah berhenti dari pekerjaan beliau.
15. Bayaran gaji pekerja tidak akan melepasih hari ketujuh dari tempoh pembayaran gaji setiap bulan.
16. Pekerja kenaikkan tajuk mendapat 4 hari cuti takkena azlimi terhadap kontak. Tempoh cuti takkena banya layak diberikan setelah bekerja selama 2 bulan berturut-turut.
17. Hari cuti mingguan adalah: tertakrif kepada pindasan oleh pihak syarikat mengikut koperasi operasi.
18. Cuti Kebangsaan atau seperti berikut:

(a) Tahun Baru	- 1 hari
(b) Tahun Baru Cina	- 2 hari
(c) Hari Buruh	- 1 hari
(d) Hari Kemerdekaan Yang Dipertuan Agung	- 1 hari
(e) Hari Raya Puasa	- 2 hari
(f) Hari Merdeka	- 1 hari
(g) Deepavali	- 1 hari
(h) Kristmas	- 1 hari
(i) Hari Kajuruan Pemerintah Negeri	
(j) Hari Wilayah Persekutuan	
19. Para pekerja boleh diminta kembalikan mana-mana tempat atau cawangan di Malaysia.



PROPEL-JOHNSON CONTROLS (M) SDN. BHD. (200156-K)

24 MEDAN ISTANA 5

BANDAR IPOH RAYA

30000 IPOH

TEL : 05-2424854 FAX : 05-2424367

Date : 15 August 1997

Our ref.: HDIP/HR/CON/H/9/3748



CONFIRMATION OF APPOINTMENT

This letter is to confirm your employment in Propel-Johnson Controls (M) Sdn Bhd as General Worker (Cleaner) effective 1 September 1997. All other terms and conditions of employment shall be in accordance with the Condition of Employment.

We would like to take this opportunity to congratulate you and look forward to your continued contribution to the success of PJC.

Yours sincerely,
for PROPEL-JOHNSON CONTROLS (M) SDN BHD

A handwritten signature in black ink, appearing to read "Abdul Aziz".

Ir. ABDUL AZIZ BIN OMAR
Regional Manager
Perak



PRIVATE AND CONFIDENTIAL

PROPEL-JOHNSON CONTROLS (M) SDN. BHD. (220152-K)
Dato' Techneplex, Suite G.1, Ground Flr,
No. 2A, Jalan 243, Seksyen 51A,
46100 Petaling Jaya,
Selangor Darul Ehsan,
Malaysia.
Tel: 03-77727760
Fax: 03-77727760

[REDACTED]

27-February 1998

Dear:

[REDACTED]

ANNUAL WAGE SUPPLEMENT (AWS)

We are pleased to inform you that based on your performance review, your salary has been revised with effect from 1 January 1998.

Your increment for 1998 has also been determined based on your performance review for 1997.

Basic Salary(1997)	:RM	560.00
Increment	:RM	35.00
Market/Position Adjustment	:RM	
New Basic Salary(1998)	:RM	E25.00

We thank you for your hard work and contributions to-date and look forward to your continuous efforts in helping the Company strive towards achieving its objectives in excellence.

Yours sincerely,

for PROPEL-Johnson Controls (M) Sdn Bhd

A handwritten signature in black ink, appearing to read 'Mazlan B. Omer'.

Mazlan B. Omer
Chief Operating Officer-Healthcare



(200156-K)

PROPEL-Johnson Controls (M) Sdn. Bhd.

Suite G.1, Ground Floor, Deltec Technoplex
No. 2A, Jalan 243, Section 51A
46100 Petaling Jaya
Selangor Darul Ehsan, Malaysia
Tel: 03-76250788
Fax: 03-76250722 / 76250733

SULIT & PERSENDIRIAN

Ruj. Kami : HQ/HRD/RCT218-E/ZS1(1030)/01
Tarikh : 30-Okttober-2001

Nama : [REDACTED]
No. Pekerja : [REDACTED]
Lokasi : [REDACTED]

Cik/Puan Thillama,

PERTUKARAN KE FABER MEDI-SERVE SDN BHD

Merujuk kepada perkara di atas, pihak Syarikat ingin memaklumkan bahawa anda akan ditukarkan ke Faber Medi-Serve Sdn. Bhd. (FMS) berkuatkuasa daripada 1-Januari-2002.

Sehubungan dengan itu, surat tawaran kerja berterusan akan dikeluarkan oleh pihak FMS. Termasuk syarat perkhidmatan anda yang sedia ada akan dikenakan sehingga diberitahu kelak oleh pihak FMS.

Pihak Syarikat ingin merakamkan ribuan terima kasih di atas sumbangan anda semasa berkhidmat dengan PROPEL-Johnson Controls (M) Sdn Bhd.

Sekian.

Yang benar
PROPEL-Johnson Controls (M) Sdn. Bhd.

A handwritten signature in black ink, appearing to read "MZ".

MAZLI HAJI MOHAMED
Pengurus Besar

KMK/PK/rf

s.k. Fail Peribadi





FABER MEDI-SERVE SDN. BHD. (109818 - H)

10th Floor, Menara 2, Faber Towers, Jalan Desa Bahagia, Taman Desa, 58100 Kuala Lumpur.
Tel : 03-7620 0000 Fax : 03-7621 5549

Ruj. kami : FHQ/HRA(HR)/401.5/1593
Tarikh : 31 Oktober 2001

INTEGRASI PERKHIDMATAN SOKONGAN HOSPITAL

Seperti yang telah dimaklumkan melalui sessi taklimat baru-baru ini, perkhidmatan sokongan hospital yang sekarang dikendalikan oleh Propel Johnson-Controls (M) Sdn Bhd (PJC) akan diambil alih sepenuhnya oleh Faber Medi-Serve Sdn Bhd (FMS) berkuatkuasa 1 Januari 2002.

Sehubungan dengan ini, kami dengan sukacita menawarkan kepada anda perkhidmatan berterusan dengan FMS mulai 1 Januari 2002. Butir-butir mengenai tawaran kami adalah seperti berikut :-

Jawatan : Cleaner
Gaji Pokok : RM578.00 sebulan
Lokasi : HSS, TRB

Terma dan Syarat perkhidmatan anda yang sedia ada akan dikenakan sehingga ke satu tarikh apabila urusan semakan semula selesai untuk perlaksanaan.

Sila ambil perhatian bahawa tawaran ini hanya sah selagi anda masih di dalam perkhidmatan PJC pada 31 Disember 2001.

Kami mengalu-alukan penyertaan anda ke FMS dan mengharapkan sumbangan dan komitmen anda ke arah pencapaian matlamat bersama.

(3748)

M/surat 1/2

Registered Office : 20th Floor, Menara 2, Faber Towers, Jalan Desa Bahagia, Taman Desa, Off Jalan Klang Lama, 58100 Kuala Lumpur.

Sila sahkan penerimaan tawaran ini dengan menandatangani salinan pendua yang disertakan dan mengembalikannya ke pejabat kami pada atau sebelum 10 November 2001.

Sekian.

Yang benar,
FABER MEDI-SERVE SDN. BHD.



TAJUL AZWA BANI HASHIM
Ketua Pegawai Operasi

Saya telah membaca dan memahami kandungan surat ini. Saya dengan ini bersetuju menerima tawaran ini berserta dengan syarat-syaratnya, seperti yang dinyatakan di atas.

Nama :

No. KP :

Tandatangan : Tarikh :



Faber Medi-Serve Sdn Bhd
109918-H

Rujuan Kami : FMHQ/HR(HRCP)/302.2/2006

Tarikh : 3 Jun 2002

10th Floor Menara 2,
Faber Towers
Jalan Desa Bahagia,
Taman Desa,
58100 Kuala Lumpur.
TEL 03-7620 0000
FAX 03-7621 5549
<http://property.renong.com.my/fn>

PERPINDAHAN

Berikutnya dengan perubahan struktur operasi Syarikat, mulai 1 Jun 2002, anda ditukarkan ke Cermin Cahaya Sdn Bhd (CCSB), anak syarikat milik penuh Faber Medi-Serve Sdn Bhd yang telah ditubuhkan untuk mengendalikan perkhidmatan Pembersihan.

Lain-lain terma dan syarat perkhidmatan adalah dikekalkan sehingga ke suatu tarikh yang akan diberitahu kelak.

Kami mengucapkan selamat maju jaya dan berharap anda akan terus memberikan sumbangan yang terbaik untuk kejayaan bersama.

Sekian.

Yang benar,
FABER MEDI-SERVE SDN BHD

A handwritten signature in black ink, appearing to read "NORFAIEZAH ARSHAD".

NORFAIEZAH ARSHAD
Pengurus Kanan, Sumber Manusia

MNI/hn



Faber Medi-Serve Sdn Bhd
109818-H

SULIT DAN PERSENDIRIAN

Rujukan Kami : FMHQ/HR(HRCP)/305.2/2023

Tarikh : 22 Mei 2002

10th Floor Menara 2,
Faber Towers,
Jalan Desa Bahagia,
Taman Desa,
56100 Kuala Lumpur.

TEL 03-7620 0000
FAX 03-7621 5549
<http://property.renong.com.my>

KENAIKAN GAJI

Sukacita dimaklumkan bahawa kenaikan gaji tahunan anda telah diluluskan seperti berikut:-

Gaji Pokok : RM607.00
Tarikh Efektif : 1 Januari 2002

Perubahan gaji anda, termasuk bayaran tertunggak akan dilaksanakan melalui penggajian bulan Mei 2002.

Kami percaya perubahan ini akan mendorong meningkatkan usaha untuk anda memberikan sumbangan yang terbaik, demi kejayaan bersama.

Yang benar,
FABER MEDI-SERVE SDN. BHD.

A handwritten signature in black ink, appearing to read "NORFAIEZAH ARSHAD".

NORFAIEZAH ARSHAD
Pengurus Kanan, Sumber Manusia

MNI/HN/az



PRIVATE AND CONFIDENTIAL

Our Ref : FMHQ/HR(HRCP)/305/5569
Date : 25 June 2003

Cermin Cahaya Sdn Bhd 417909-M
(Wholly owned by Faber Medi-Serve Sdn Bhd)

10th Floor, Menara 2
Faber Towers
Jalan Desa Bahagia
Taman Desa
58100 Kuala Lumpur

TEL 03-7620 0000
FAX 03-7625 3539
<http://property.renong.com.my/fms>
www.fabergroup.com.my

HARMONISATION AND ANNUAL INCREMENT

We are pleased to inform you that the harmonisation has been finalised and as a result of the exercise, with effect from 1 January 2003 the details of your employment will be aligned in accordance with FMS Group's position and grade structure.

Based on your performance rating for the year 2002 (PMS 2002), the Management has approved to review your salary with effect from the same date.

Taking into consideration of the above, the new details of your employment are as follows:

Designation : Cleaner
Grade : G5
Basic Salary : RM638.00

In line with this, the standard Terms and Conditions of Service to be adopted by Cermin Cahaya Sdn Bhd (CCSB) will be applicable to you retrospective from the same date. The new salary will be updated in June 2003 payroll, together with the related arrears.

We trust this would motivate you and look forward to your continued contribution and commitment towards achieving our common goals.

Yours sincerely,
CERMIN CAHAYA SDN. BHD.

NORFAIEZAH ARSHAD
Senior Manager,
Human Resources

NA/mni

Page 1 of 1



SULIT DAN PERSENDIRIAN

Cermin Cahaya Sdn Bhd 417909-M
(Wholly owned by Faber Medi-Serve Sdn Bhd)

Rujukan kami : FMHQ/HR(HRCP)/305.2/2599

Tarikh : 16hb Jun 2004

10th Floor, Menara 2
Faber Towers
Jalan Desa Bahagia
Taman Desa
58100 Kuala Lumpur
TEL 03-7620 0000
FAX 03-7625 3539
<http://property.renong.com.my/lms>
www.fabergroup.com.my

KENAIKAN GAJI

Sukacita dimaklumkan bahawa pihak Pengurusan telah meluluskan kenaikan gaji anda seperti berikut:

Gaji Pokok : RM660.00
Tarikh efektif : 1hb Januari 2004

Berikut dengan kelulusan tersebut, gaji baru anda, termasuk bayaran tunggakan yang berkaitan akan dilaksanakan melalui penggajian bulan Jun 2004.

Selain dari itu, sukacita juga dimaklumkan bahawa anda juga layak menyertai Skim Insentif Produktiviti yang akan diperkenalkan, yang akan membolehkan anda menerima bayaran tambahan sehingga RM50.00 (Ringgit Malaysia Lima Puluh Sahaja) sebulan sekiranya anda memenuhi kriteria-kriteria dan syarat-syarat yang ditetapkan. Butir-butir lanjut mengenai Skim ini akan diumumkan sebaik sahaja kelulusan untuk perlaksanaannya diperolehi dari pihak berkuasa yang berkenaan.

Kami percaya kenaikan gaji dan Skim Insentif Produktiviti baru ini akan mendorong anda meningkatkan lagi usaha untuk memberikan sumbangan yang terbaik, demi kejayaan bersama.

Yang benar,
CERMIN CAHAYA SDN. BHD.

NORFAIEZAH ARSHAD
Timbalan Pengurus Besar,
Sumber Manusia

NA/mni



PRIVATE AND CONFIDENTIAL

Our Ref : FMHQ/HR(HRCP)/305.2/2862

Date : 21 July 2005



We are pleased to inform you that the Management has approved to review your salary as follows :

**Basic Salary : RM692.00
Effective Date : 1 January 2005**

The new salary will be updated in July 2005 salary together with the related arrears.

We trust this would motivate you and look forward to your continued contribution and commitment towards achieving our common goals.

Yours sincerely,
CERMIN CAHAYA SDN. BHD.

MOHD NAWAM ISTAM
Senior Manager,
Human Resource

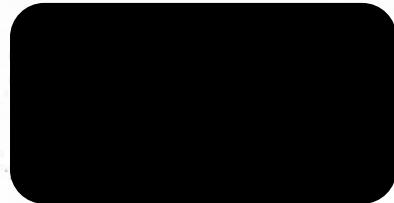
MNI/az



PRIVATE AND CONFIDENTIAL

Our Ref : FMHQ/HR(HRCP)/305.2/2877

Date : 26th June 2006



ANNUAL INCREMENT

We are pleased to inform you that the Management has approved to review your salary as follows:

**Basic Salary : RM720.00
Effective Date : 1 January 2006**

The new salary will be updated in June 2006 salary together with the related arrears.

We trust this would motivate you and look forward to your continued contribution and commitment towards achieving our common goals.

Yours sincerely,
CERMIN CAHAYA SDN. BHD.

A handwritten signature in black ink, appearing to be a stylized form of the name 'AZUDDIN ABDUL AZIZ'.

AZUDDIN ABDUL AZIZ
Chief Executive Officer

HMS/nr

Cermin Cahaya Sdn. Bhd. | 14th Floor, Menara 2, Faber Towers, Jalan Desa Bahagia, Taman Desa,
(417809) 58100 Kuala Lumpur, Malaysia.
Tel : 603-7620 0000 Fax : 603-7625 3539 <http://www.mediserve.com.my>

A Member of Faber Group Berhad ISO 9001: 2000 Certified Company SG 03/0014/MY



Pivotal Allied Sdn. Bhd. (CRN.501334-U)

No. 1115, Suite 4A-11-08
Block A4, 11th Floor
Leisure Commerce Square
No. 9, Jalan PJS 8/9
46150 Petaling Jaya
Selangor Darul Ehsan

Ruj : PASB/LO/PS/2007

Tarikh : 27hb Disember 2007

TAWARAN KERJA DI SYARIKAT PIVOTAL ALLIED SDN. BHD.

Dengan sukacitanya tuan/puan ditawarkan untuk berkhidmat dengan Syarikat Pivotal Allied Sdn. Bhd. mulai 1 Januari 2008.

- a) Jawatan : Pekerja Am/ Pencuci
- b) Gaji Pokok : RM770.00

Sekiranya tuan/puan menerima tawaran ini, perkhidmatan tuan/puan akan dianggap sebagai berterusan sejak tuan/puan mula berkhidmat dengan Cermin Cahaya Sdn Bhd dan tuan/puan akan terus menikmati Terma dan Syarat Perkhidmatan yang serupa dengan Terma dan Syarat Perkhidmatan yang digunakan sebelum ini.

Sila nyatakan persetujuan tuan/puan dengan melengkapkan Surat Penerimaan Tawaran yang disertakan dan mengembalikannya ke pejabat kami pada atau sebelum 31hb Disember 2007.

Kami dengan ini mengalu-alukan perlantikan tuan/puan dan mengucapkan Selamat Maju Jaya di dalam perkhidmatan tuan/puan di Pivotal Allied Sdn. Bhd..

Yang benar,
PIVOTAL ALLIED SDN. BHD

AZUDDIN ABDUL AZIZ
Pengarah Urusan

sk: Pengurus, Jabatan Sumber Manusia

Branch Office: 77A, Lorong Medan Perdana, Jalan Kuala Kangsar, 30010 Ipoh, Perak
Tel: 05 5454675 Fax: 05 5454640



Ruj. Kami : FMSHQ/HRA(HRCP)/HR-SRC/L1129/13

Tarikh : 30 Disember 2013

TAWARAN PEKERJAAN SECARA KONTRAK

Sukacita dimaklumkan bahawa **Cermin Cahaya Sdn. Bhd.** dengan ini menawarkan anda pekerjaan secara kontrak bertempat di **CCSB Ulu Kinta**. Butiran lanjut tawaran kerja adalah seperti berikut:-

STATUS	: Kontrak
JAWATAN	: Pekerja Pembersihan
DIV/JAB./ PERKHIDMATAN	: Perkhidmatan Pembersihan
GRED	: UN1
GAJI POKOK	: RM900.00 sebulan
TEMPOH PERKHIDMATAN	: 1 Januari 2014 – 30 Jun 2014 (6 Bulan) *Syarikat atas budi bicaranya boleh melanjutkan tempoh perkhidmatan ke satu tempoh yang akan ditentukan kelak.
TEMPOH PERCUBAAN	: Anda dikehendaki menjalani tempoh percubaan selama tiga (3) bulan dari tarikh mula berkhidmat untuk penilaian prestasi.
PENGESAHAN PERKHIDMATAN	: Pekerja yang telah menamatkan tempoh percubaan dengan prestasi memuaskan akan disahkan jawatan secara bertulis.
KWSP	: Caruman seperti termaktub dalam Akta KWSP.
INSURAN	: Caruman PERKESO seperti termaktub dalam Akta Pertubuhan Keselamatan Sosial 1969. Skim Insuran Kemalangan Berkelompok (GPA) akan tertakluk kepada syarat-syarat dan peraturan-peraturan yang ditetapkan dalam polisi insuran sehingga maksima RM50,000.00.



Ruj. Kami : FMSHQ/HRA(HRCP)/HR-SRC/L1129/13

Tarikh : 30 Disember 2013

Skim Insuran Nyawa Berjangka Berkelompok (GTL) berasaskan jumlah tetap RM20,000.00. Jumlah tuntutan adalah berdasarkan kadar keilatan yang ditetapkan oleh pihak Insurans.

KELAYAKAN PERUBATAN	: Dalam tempoh perkhidmatan, pekerja dan tanggungan layak untuk faedah perubatan pesakit luar melalui panel doktor yang dilantik oleh Syarikat serta faedah hospital sehingga maksima RM1,000.00 setahun.
	Tanggungan adalah termasuk suami/isteri yang sah dan anak di bawah umur 18 tahun atau sehingga 23 tahun sekiranya melanjutkan pelajaran ke institut pengajian tinggi.
CUTI TAHUNAN	: 4 hari untuk tempoh perkhidmatan anda.
LAIN-LAIN FAEDAH	: Merujuk kepada Lampiran A.
HARI BEKERJA / MASA	<u>Kakitangan Operasi</u> Seperti yang ditetapkan dalam jadual kerja giliran atau jadual kerja masing-masing. Syarikat berhak untuk mengkaji semula hari/jam bekerja serta cuti tahunan dan apabila dianggap perlu, akan disesuaikan dengan keperluan operasi.
PERPINDAHAN	: Pihak syarikat berhak untuk memindahkan pekerja ke mana-mana lokasi, jabatan, cawangan atau syarikat di bawah Kumpulan UEM Group Berhad.
NOTIS PENAMATAN	<u>Tempoh Percubaan</u> Bagi pekerja yang belum disahkan dalam perkhidmatan, mana-mana pihak boleh menamatkan perkhidmatan dengan memberi SATU (1) minggu notis bertulis atau sebagai gantinya membayar SATU (1) minggu gaji. <u>Kakitangan yang telah disahkan jawatan</u> Bagi pekerja yang telah disahkan dalam perkhidmatan, mana-mana pihak boleh menamatkan perkhidmatan dengan memberi SATU (1) bulan notis bertulis atau sebagai gantinya membayar SATU (1) bulan gaji.



A member of Faber

Ruj. Kami : FMSHQ/HRA(HRCP)/HR-SRC/L1129/13

Tarikh : 30 Disember 2013

KOD TINGKAH LAKU : Sebagai pekerja syarikat, anda dikehendaki untuk mematuhi Kod Tingkahlaku serta menyokong polisi, prosedur dan amalan syarikat.

PEMECATAN PERKHIDMATAN : Pihak syarikat berhak untuk memecat pekerja yang terbabit dengan kesalahan yang serius termasuk penyalahgunaan dadah dan yang berkaitan dengannya, pecah amanah, tidak mematuhi undang-undang syarikat, tidak hadir bekerja tanpa sebab, terlibat dengan jenayah, bankrap atau kesalahan-kesalahan yang lain; tanpa notis, gaji atau ganti rugi yang lain.

SYARAT PERLANTIKAN : Perlantikan ini adalah bergantung kepada keputusan pemeriksaan perubatan yang dijalankan oleh doktor panel yang dilantik oleh Syarikat. Perlantikan ini akan terbatal dan perkhidmatan akan ditamatkan dengan serta merta sekiranya doktor mengesahkan anda tidak sihat dan tidak menyokong perlantikan anda.

PINDAAN : Syarikat berhak untuk meminda, memotong atau menambah mana-mana peruntukan dalam Terma dan Syarat Perkhidmatan yang dinyatakan.

Terima kasih kerana menyertai kami. Sila nyatakan penerimaan anda dengan menandatangani salinan surat ini dan kembalikan kepada kami dalam tempoh satu minggu dari tarikh surat tawaran ini. Sekiranya kami tidak menerima sebarang maklum balas daripada anda dalam tempoh masa yang ditetapkan, maka tawaran ini secara automatik akan terbatal.

Yang benar,
CERMIN CAHAYA SDN. BHD.

HASNIYAH HJ. MOHD SAAD
Ketua, Sumber Manusia dan Pentadbiran

RT/aa

Lampiran A - Lain Lain Faedah

FAEDAH	PENERANGAN
CUTI	
Cuti Sakit	Peruntukan cuti sakit berjumlah 14 hari setahun.
Cuti Bersalin	Perkerja wanita akan diberi cuti bersalin tidak melebihi (60) hari berturut-turut bergaji termasuk hari rehat dan hari kelepasan am, mengikut Akta Kerja Kerja 1955.
Cuti Ehsan	Peruntukan cuti ehsan bergaji tidak melebihi 2 hari bekerja berturut-turut dalam satu kejadian dan sehingga maksimum 6 hari setahun.
Cuti Tanpa Gaji	Cuti tanpa gaji adalah atas budi bicara Syarikat.
PERJALANAN (Kelayakan adalah untuk perjalanan tidak kurang dari 50km dari tempat kerja biasa)	
Elaun Penginapan	Pekerja yang bertugas di luar kawasan dan memerlukan bermalam layak untuk tuntutan elauan penginapan seperti berikut :- Nilai sebenar (dengan resit) untuk bilik standard atau RM30 sehari (tanpa resit).
Elaun Sara Hidup	Pekerja yang perlu menjalani tugasan rasmi di luar kawasan dan melebihi 8 jam akan di peruntukan elauan sara hidup pada kadar RM40 sehari mengikut pecahan berikut:- Sarapan Pagi = RMS Makan Tengah Hari = RM15 Makan Malam = RM20
PERPINDAHAN (Kelayakan adalah untuk pekerja yang dipindahkan oleh Syarikat ke lokasi baru tidak kurang dari 50km dari tempat kerja biasa dan dikehendaki berpindah tempat kediamannya)	
Penginapan	Syarikat perlu menyediakan penginapan sementara untuk perkerja dan keluarganya sehingga maksimum 5 hari
Elaun Sara Hidup	Pekerja layak menuntut elauan sara hidup berjumlah RM40 sehari sehingga maksimum 5 hari
Perbelanjaan Pengangkutan	Sehingga RM3,500 dalam Malaysia termasuk insurans dan perbelanjaan pembungkusan
Bayaran Perpindahan	Pekerja yang dipindahkan oleh syarikat ke lokasi baru dan dikehendaki berpindah tempat kediamannya layak untuk bayaran perpindahan berikut :- Berkahwin : RM500 Bujang : RM300
UNIFORM	
UNIFORM	2 pasang pakalan seragam termasuk baju dan seluar serta 2 pasang kasut
Elaun Dobi	Pekerja yang diwajibkan berpakaian seragam semasa menjalankan tugas harian adalah layak menerima Elauan Dobi sebanyak RM15 sebulan
LAIN-LAIN ELAUN	
Elaun Kerja Giliran	Pekerja yang dikehendaki bertugas mengikut kerja giliran layak menerima elauan kerja giliran sebanyak RM45 sebulan
Site Allowance/Elaun Lokasi	Pekerja yang ditugaskan di satu kawasan selain kawasan bekerja biasa dan melebihi 14 hari kalender, layak untuk menerima elauan lokasi berikut:- lokasi kurang dari 50km -RM300 sebulan lokasi melebihi 50km - RM400 sebulan

NS MEDIK SDN BHD. (580725-T)

NO. 19-D, JALAN BANDAR TIMAH,
30000 IPOH, PERAK DARUL RIDZUAN,
MALAYSIA.

PHONE : +605-254 1899

FAX : +605-253 1899

Ruj. Kami : NSM / CCSB-NOL / HR / 001

E-MAIL : snram@nsmedik.com.my

Tarikh : 01hb Januari 2016

TAWARAN PEKERJAAN SECARA KONTRAK

Sukacita dimaklumkan bahawa **NS MEDIK SDN BHD**, dengan ini menawarkan anda pekerjaan secara kontrak bertempat di **NS MEDIK HOSPITAL BAHAGIA ULU KINTA, PERAK**.

Butiran lanjut tawaran kerja adalah seperti berikut:-

STATUS : Kontrak

JAWATAN : Pekerja Pembersihan

**DIV/JAB./
PERKHIDMATAN** : Perkhidmatan Pembersihan

GRED : NS1

GAJI POKOK : RM950.00 sebulan

**TEMPOH
PERKHIDMATAN** : 1 Januari 2016 – 30 Jun 2016

*Syarikat atas budi bicaranya boleh melanjutkan tempoh perkhidmatan ke satu tempoh yang akan ditentukan kelak.

KWSP & PERKESO : Caruman seperti yang termaktub dalam Akta KWSP dan Akta Pertubuhan Keselamatan Sosial 1969

INSURAN : Skim Insuran Kemalangan Berkelompok (GPA) akan tertakluk kepada syarat-syarat dan peraturan –peraturan yang ditetapkan dalam polisi insuran sehingga maksima RM50,000.00

: Skim Insuran Nyawa Berjangka Berkelompok (GTL) berdasarkan jumlah tetap RM20,000.00. Jumlah tuntutan adalah berdasarkan kadar yang telah ditetapkan oleh pihak Insurans.

Ruj. Kami :	NSM / CCSB-NOL / HR / 001 / 16
Tarikh :	01hb Januari 2016
KELAYAKAN PERUBATAN :	<p>Dalam tempoh perkhidmatan, pekerja dan tanggungan layak untuk faedah perubatan pesakit luar dan faedah Hospital Kerajaan sehingga maksima RM1,000.00 setahun. Satu klinik panel akan dilantik oleh syarikat untuk mendapatkan rawatan pesakit luar.</p> <p>Keutamaan diberikan kepada rawatan di Hospital Kerajaan kecuali kes-kes kecemasan.</p> <p>Tanggungan adalah termasuk suami/isteri yang sah dan anak-anak di bawah umur 18 tahun .</p> <p>Kos rawatan luar seperti rawatan pergigian dan rawatan sebelum / selepas bersalin tidak termasuk dalam Faedah perubatan ini.</p>
CUTI TAHUNAN :	Cuti tahunan adalah mengikut akta buruh 1955, mengikut Seksyen 60E yang diberi secara pukul rata (pro-rated) iaitu, 4 hari bagi kontrak perkhidmatan selama 6 bulan.
LAIN-LAIN FAEDAH :	<p>Kelayakan cuti sakit adalah 7 hari untuk tempoh masa 6 bulan pukul rata (pro-rated).</p> <p>Cuti Ehsan – hanya untuk kes kematian sahaja yang melibatkan ibu, bapa suami atau isteri dan anak-anak yang sah iaitu 2 hari pada satu masa.</p> <p>Cuti bersalin – 60 hari pada satu masa dan sehingga kelahiran anak ke 5 hasil daripada perkahwinan yang sah.</p> <p>Kerja Lebih Masa – Peruntukan untuk pembayaran kerja lebih masa adalah tertakluk kepada Akta Pekerjaan 1955, Seksyen 60A. Pekerja perlu mendapat kebenaran bertulis melalui borang yang disediakan terlebih dahulu sebelum bekerja lebih masa</p> <p>Elaun Kerja Giliran – Pekerja yang bertugas mengikut kerja giliran layak menerima elau sebanyak RM45.00 sebulan.</p> <p>Elaun Dobi – Pemberian elau sebanyak RM15.00 sebulan</p>
HARI BEKERJA / MASA :	<p>Seperti yang ditetapkan dalam jadual kerja giliran atau Jadual kerja masing-masing.</p> <p>Syarikat berhak untuk mengkaji semula hari/jam bekerja serta cuti tahunan dan apabila dianggap perlu, akan disesuaikan dengan keperluan operasi.</p>

Ruj. Kami : NSM / CCSB-NOL / HR / 001 / 16

Tarikh : 01hb Januari 2016

NOTIS PENAMATAN: Pihak pekerja atau majikan boleh menamatkan kontrak perkhidmatan ini dengan memberi SATU (1) minggu notis bertulis atau sebagai gantinya membayar SATU (1) minggu gaji.

Bagi pekerja yang telah disahkan dalam perkhidmatan, mana - mana pihak boleh menamatkan perkhidmatan dengan memberi SATU (1) bulan notis bertulis atau sebagai gantinya membayar SATU (1) bulan gaji.

KOD TINGKAHLAKU: Sebagai pekerja syarikat, anda dikehendaki untuk mematuhi Kod Tingkahlaku serta menyokong polisi, prosedur dan amalan syarikat .

PEMECATAN PERKHIDMATAN : Pihak syarikat berhak untuk memecat pekerja yang terlibat dalam kesalahan yang serius termasuk tidak mematuhi undang - undang syarikat, terbabit dalam penyalahgunaan dadah dan yang berkaitan dengannya, tidak hadir bekerja tanpa sebab , terlibat dengan sebarang bentuk jenayah, bankrap, pecah amanah atau kesalahan - kesalahan yang lain; tanpa notis, gaji atau gantirugi yang lain

PINDAAN : Syarikat berhak untuk meminda,memotong atau menambah mana-mana peruntukan dalam Terma dan Syarat Perkhidmatan yang dinyatakan.

Terima kasih kami ucapan kerana menyertai syarikat **NS MEDIK SDN BHD**. Sila nyatakan persetujuan anda menerima terma dan syarat perkhidmatan ini dengan menandatangani salinan surat ini. Kembalikan kepada kami dalam tempoh satu-minggu dari tarikh surat tawaran ini. Sekiranya kami tidak menerima sebarang maklumbalas daripada anda dalam tempoh masa yang telah ditetapkan, secara automatik tawaran ini akan terbatas.

Kami ucapan selamat datang dan semoga kehadiran anda akan memajukan lagi organisasi ini.

Yang benar
NS MEDIK SDN BHD

R. SUNDARAM A/L RAJOO
Pengarah Urusan

Ruj. Kami : NSM / CCSB-NOL / HR / 001 / 16
Tarikh : 01hb Januari 2016

Bahagian Sumber Manusia
No 19D Jalan Bandar Timah
30000 Ipoh
Perak Darul Ridzuan

TERIMA TAWARAN PEKERJAAN SECARA KONTRAK

PENGAKUAN & PENERIMAAN

Saya telah membaca dan memahami sepenuhnya isi kandungan tawaran yang diberikan. Oleh yang demikian, saya dengan ini mengesahkan penerimaan saya seperti yang tertakluk kepada Terma dan Syarat Perkhidmatan yang dinyatakan.

Saya juga memahami bahawa perkara ini adalah sulit dan rahsia antara saya dengan pihak pengurusan serta berjanji tidak akan mendedahkan sebarang maklumat kepada orang lain.

Saya dimaklumkan, dengan menerima tawaran ini, data atau maklumat peribadi saya akan diproses oleh NS Medik Sdn Bhd dan / atau pihak ketiga dan dengan ini memberi kebenaran saya, selaras dengan Akta Perlindungan Data Peribadi 2010 (PDPA).

Tandatangan :

Nama :

No Kad Pengenalan :

Tarikh :

EDGENTA UEMS

HR Ref No: HR/IS/191217/863

SULIT & PERSENDIRIAN

17 Disember 2019



SURAT TAWARAN PEKERJAAN DENGAN EDGENTA UEMS SDN. BHD.

Tahniah dan Selamat Datang ke keluarga besar Edgenta UEMS!

2. Merujuk kepada perkara di atas, dengan sukacita pihak syarikat ingin menawarkan jawatan sebagai **Operatif Pembersihan (CLS – Cleansing Services)**. Kami telah mengambil kira pengalaman anda dan kami yakin kemahiran anda akan menjadi aset berharga kepada syarikat kami.
3. Di bawah ini adalah terma dan syarat utama tawaran:
 - a. Tarikh mula perkhidmatan: 1hb Januari 2020
 - b. Jawatan: Operatif Pembersihan
 - c. Gred: E2 (L2)
 - d. Lokasi: Hospital Bahagia Ulu Kinta

No	Perkara	Terma dan Syarat
1.	Status Perkhidmatan	Tetap
2.	Tempoh Percubaan	Tiada
3.	Gaji Pokok	RM 1,200.00
4.	Potongan Berkanun (EPF, SOCSO, EIS)	Dibayar mengikut kadar yang ditetapkan seperti di dalam Akta
5.	Kerja Lebih Masa (OT)	Dibayar (jika ada) mengikut kadar yang ditetapkan seperti di dalam Akta
6.	Pakaian seragam	3 set
7.	Kasut kanvas / Kasut keselamatan (kepada yang berkeraian sahaja)	1 set
8.	Faedah perubatan	<ul style="list-style-type: none">• RM200 (diri sendiri) – pesakit luar• Group Hospitalisation Scheme – RM20,000 – Room & Board RM100/sehari (diri sendiri)
9.	Perlindungan Insurans	<ul style="list-style-type: none">• Group Personal Accident – 30 x Gaji Pokok• Group Term Life – 20 x Gaji Pokok• Penyakit Kritis – 10 x Gaji Pokok
10.	Cuti Sakit	18 hari
11.	Cuti Tahunan	12 hari

Lain-lain terma dan syarat perkhidmatan am boleh dirujuk pada lampiran dalam surat ini. Elaun-elaun lain (jika ada) akan ditetapkan dari semasa ke semasa.

-
4. Segala terma dan syarat perkhidmatan adalah tertakluk kepada polisi dan prosedur syarikat dari semasa ke semasa.
 5. Sila buat pengesahan penerimaan tawaran dengan memulangkan semula salinan surat yang telah ditandatangan kepada Penyelia Edgenta UEMS yang berkenaan dalam masa **tiga (03) hari dari tarikh penerimaan surat ini**.
 6. Kehadiran Tuan/Puan ke Edgenta UEMS (Malaysia) amatlah dialu-alukan. Diharapkan kerjasama yang erat di antara Tuan/ Puan dengan pihak syarikat akan memajukan lagi organisasi ini di masa hadapan.

Sekian, terima kasih.

Yang benar,
Bagi pihak **EDGENTA UEMS SDN. BHD.**



NOR HAYATI BT IDRIS
Ketua, Sumber Manusia

PERAKUAN PENERIMAAN

TERMA DAN SYARAT PERKHIDMATAN

1. TEMPOH PERCUBAAN

Setiap pekerja baru dikehendaki melalui tempoh percubaan selama tiga (3) bulan bermula dari tarikh lantikan. Syarikat berhak melanjutkan tempoh percubaan selama tiga (3) bulan lagi bergantung pada keseluruhan prestasi pekerjaan pekerja.

Setiap pekerja yang telah menjalani tempoh percubaan yang ditetapkan dan pihak pengurusan berpuas hati dengan prestasi yang ditunjukkan akan disahkan dalam jawatan dengan menerima surat pengesahan jawatan.

2. PENAMATAN KONTRAK PERKHIDMATAN

- a) Sekiranya mana-mana pihak bercadang untuk menamatkan kontrak pekerjaan ini, notis secara bertulis mestilah diberikan: -

Tempoh Percubaan	-	Dua (2) minggu notis
Selepas Pengesahan	-	Satu (1) bulan notis

Jika pihak yang menamatkan kontrak ini gagal memberikan notis yang diperlukan seperti yang dinyatakan dalam Syarat 2 (a), pihak berkenaan hendaklah membayar kepada pihak lain dengan jumlah setara dengan gaji pekerja bagi tempoh notis yang diperlukan atau baki tempoh notis yang diperlukan (mana-mana yang berkenaan), hendaklah diberi oleh pihak yang menamatkan kontrak sebagai ganti notis.

- b) Majikan mempunyai hak untuk menamatkan kontrak pekerjaan ini tanpa memberi notis terlebih dahulu jika pekerja didapati bersalah melakukan salahlaku yang serius termasuklah kesalahan jenayah atau kecuaian yang disengajakan dalam tempoh perlantikan.

3. GANJARAN

- a) Faedah sampingan adalah mengikut apa yang ditetapkan oleh Syarikat dari semasa ke semasa.
- b) Pekerja hendaklah menyumbang kepada Kumpulan Wang Simpanan Pekerja (KWSP) dan PERKESO dan Skim Insurans Pekerjaan (EIS) mengikut peruntukan yang berkaitan yang dibuat dalam Akta KWSP 1991, Akta PERKESO 1969, Akta Skim Insurans Pekerjaan 2017 dan peraturan-peraturan yang digubal di bawah akta tersebut dan semua pindaan serta enakmen semula dan lain-lain Polisi, Peruntukan dan Akta yang berkaitan yang lain yang berkuatkuasa di Malaysia.

4. FAEDAH PERUBATAN

- a) Anda layak mendapat rawatan perubatan dari doktor yang dilantik oleh Syarikat. Anda juga dilindungi oleh Skim Insuran Perubatan dan Pembedahan sekiranya rawatan di hospital disyorkan oleh doktor Syarikat yang diluluskan. Faedah di bawah Skim ini adalah tertakluk pada syarat-syarat yang dinyatakan dalam Skim. Rawatan perubatan adalah tidak termasuk bagi rawatan mata, gigi, kecederaan atas sebab kecuaian atau disengajakan, kehamilan dan bersalin.
- b) Selain yang tersebut di atas, Syarikat juga memberikan faedah seperti yang diperuntuk di dalam Akta Kerja 1955 atau Ordinans Buruh.

5. CUTI TAHUNAN

Setiap pekerja layak mendapat cuti bergaji selepas menjalani perkhidmatan selama dua belas (12) bulan secara terus-menerus dengan Syarikat atau secara pro rata, seperti yang berikut: -

Tahun Berkhidmat	Kelayakan Cuti
≥ 1 tahun tapi ≤ 2 tahun	8 hari
≥ 2 tahun tapi ≤ 5 tahun	12 hari
≥ 5 tahun	16 hari

Cuti tahunan tidak boleh dikumpul lebih daripada satu (1) tahun tanpa kelulusan Syarikat terlebih dahulu.

Permohonan cuti adalah tertakluk kepada kelulusan dan keperluan Syarikat pada setiap masa.

6. CUTI SAKIT

Setiap pekerja berhak mendapat cuti sakit seperti yang termaktub di dalam Akta Kerja 1955;

Tahun Berkhidmat	Kelayakan Cuti	Penerangan
≤ 2 tahun	14 hari	- Mengambil cuti sakit melebihi daripada yang ditetapkan akan dianggap sebagai cuti tanpa gaji.
≥ 2 tahun tapi ≤ 5 tahun	18 hari	
≥ 5 tahun	22 hari	

7. CUTI BERSALIN

Semua pekerja wanita adalah layak untuk mendapat cuti bersalin selama enam puluh (60) hari berturut-turut bagi kelahiran lima (5) anak yang masih hidup.

Kelayakan cuti bersalin hanya boleh diiktiraf sekiranya seseorang pekerja wanita tersebut telah bekerja dengan Syarikat selama atau melebihi empat (4) bulan berturut-turut.

Permohonan cuti bersalin hendaklah dilampirkan dengan surat akaun daripada pegawai perubatan yang diiktiraf daripada klinik atau hospital kerajaan dan perlu dihantar kepada pihak Jabatan Sumber Manusia sebulan sebelum memohon cuti tersebut.

8. LAIN-LAIN CUTI

Setiap pekerja layak untuk mendapatkan cuti seperti berikut selepas disahkan di dalam jawatan SAHAJA: -

- a) Cuti paterniti - 3 hari bekerja
Cuti ini hanya terpakai bagi kelahiran tiga (3) anak yang pertama sahaja;
- b) Cuti perkahwinan - 3 hari bekerja
Cuti ini hanya terpakai bagi perkahwinan pertama yang sah sahaja;
- c) Cuti ihsan bagi kematian - 3 hari dari tarikh kematian
Cuti ini hanya tertakluk kepada kematian yang melibatkan pasangan (suami/isteri), anak termasuk anak angkat yang disahkan, ibu bapa/mentua, datuk/nenek, adik – beradik.

Setiap perkara yang dinyatakan di dalam perkara 8 (a) (b) dan (c) perlu mengemukakan dokumen bagi menyokong permohonan di atas bersama-sama borang cuti.

Permohonan cuti ihsan bagi kematian mestilah dibuat dalam tempoh 24 jam bermula kejadian.

9. **CUTI UMUM**
Setiap pekerja layak mendapat sebelas (11) hari Cuti Umum yang dipilih Syarikat dari Senarai Cuti Umum Kerajaan Persekutuan dan Negeri termasuk cuti umum mandatori mengikut Akta Kerja 1955. Syarikat berhak mengkaji semula atau mengubah kelayakan Cuti Umum dari semasa ke semasa. Sila rujuk kepada polisi Syarikat bagi maklumat terkini.
10. **PERTUKARAN**
Syarikat pada bila-bila masa berhak untuk menukar, memindah atau meminjam pekerja dari satu seksyen / divisyen / cawangan / lokasi / jabatan ke suatu syarikat, anak syarikat atau syarikat sekutu yang lain, sama ada yang sedang beroperasi atau akan wujud di masa hadapan di Malaysia atau luar negara.
11. **MELANGGAR KONTRAK**
Pekerja yang gagal hadir bekerja melebihi daripada dua (2) hari secara berturut-turut telah dianggap menamatkan kontrak perkhidmatan ini tanpa memberi notis kepada syarikat: -
- tanpa kebenaran bercuti dan / atau tanpa alasan yang munasabah;
 - tanpa memberitahu ketua bahagian terdekat sebab-sebab ketidakhadiran.
12. **TERMA DAN SYARAT-SYARAT PERKHIDMATAN SYARIKAT**
Setiap pekerja adalah tertakluk pada terma dan syarat-syarat perkhidmatan yang diamalkan oleh Syarikat bagi pekerjanya mengikut Akta Kerja 1955 dari semasa ke semasa.
13. **KOD TATAKELAKUAN**
Adalah menjadi keperluan untuk setiap pekerja mematuhi Kod Tatakelakuan Syarikat. Berikut adalah kod tatakelakuan yang perlu diikuti oleh setiap pekerja:
- Di Tempat Kerja**
 - Budaya Kerja
Mengamalkan nilai-nilai Syarikat dan standard etika kelakuan yang tinggi.
 - Konflik Kepentingan
Bertindak demi kepentingan terbaik Syarikat tanpa melibatkan kepentingan peribadi.
 - Peraturan**
 - Anti-Persaingan
Bersaing secara adil dan komited dalam mematuhi undang-undang persaingan.
 - Privasi & Perlindungan Data
Menghormati privasi dan melindungi data peribadi daripada penggunaan atau pendedahan yang tidak dibenarkan.
 - Harta Intelek & Maklumat Sulit
Melindungi harta intelek Syarikat dan menghormati harta intelek yang sah serta maklumat sulit pihak berkepentingan.
 - Pencegahan Pengubahan Wang Haram dan Pembiayaan Keganasan
Menjauhi dan mengambil langkah sewajarnya untuk mengesan dan menghalang aktiviti jenayah ini.

- c) **Berurusan dengan pihak berkepentingan luar**
- Rasuah & Korupsi
Menjalankan segala urusan perniagaan dengan jujur dan beretika serta mengambil sikap sifar toleransi terhadap rasuah dan korupsi.
 - Hadiah & Hiburan Perniagaan
Tidak meminta / menerima hadiah atau hiburan daripada pihak ketiga dan rakan niaga.
 - Berurusan dengan Pegawai Kerajaan
Mengikut standard etika yang tinggi dan bertindak secara telus di samping mengekalkan hubungan kerja yang baik.
 - Berurusan dengan Pembekal & Rakan Kongsi Perniagaan
Bekerjasama dengan pembekal dan rakan kongsi perniagaan yang mempunyai nilai dan standard etika yang sama.

14. PERUNDANGAN

Terma dan syarat-syarat perkhidmatan ini akan dipinda, sekiranya berlaku pemansuhan, tambahan dan perundangan baru digubal.

15. UNDANG-UNDANG PEMERINTAH

Perlantikan ini adalah mengikut tafsiran dan tertakluk pada undang-undang Malaysia.

APPENDIX F

UEM Edgenta Bhd Ends of NS Medik Sdn Bhd Contract



A member of UEM Group

Our Ref. : UEME/CM(EMSB)/NSMEDIK/11/L0150/19
Date : *2 November 2019*

NS MEDIK SDN BHD (580725-T)
No. 19-D, Jalan Bandar Timah
30000 Ipoh
Perak Darul Ridzuan

Attention : Mr. R Sundaram Rajoo
Director

Dear Sir,

NON-COMPREHENSIVE CLEANSING AND CLINICAL WASTE PORTERING SERVICES FOR NORTHERN REGION HOSPITALS IN PERAK AND PENANG REGIONS, Contract No. : UEME/EMSB/C/MOH/CCWP/NORTHERN/03/2019-0061 (hereinafter referred to as the "Contract")

Expiry of Contract

Reference is made to the above Contract and the Letter of Acceptance to you dated 25 April 2019 (ref no: UEMED/EMSB/GPCM/CMU/NMSB/LOA/04/00055-19).

As you are aware the above Contract is due to expire by 31 December 2019 and we wish to inform you that there will be no extension of the Contract upon its expiry on 31 December 2019.

Please ensure that you continue to provide your services as required under the Contract until the last day without any disruption to the hospital operations.

We wish to thank you for your continuous support and commitment in delivering your Services and obligations under the above Contract during your tenure.

Thank you.

Yours faithfully,
EDGENTA MEDISERVE SDN BHD (109818-H)

AHMAD ZAMRI SAID
Managing Director

Cc

- i) Dr Nik Fawaz Nik Abdul Aziz - Chief Operating Officer, EMSB
- ii) En Mohd Salleh Suleiman - Head, Business Unit, Housekeeping, Hygiene & Sanitation Services, EMSB
- iii) Cik Suriana Abdul Hamid - Head, Group Procurement & Contract Management



NS MEDIK SDN. BHD.
No. 19-D

Tarikh: 12hb November 2019
No.Ruj: 004/Union/NSM/Nov19

Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan Hospital-Hospital Kerajaan Semanjung Malaysia
No.26A, Tingkat Jaya 1,
Taman Tasek Jaya,
31400 Ipoh Perak.

UP: En.Senthil Kumaran A/L Krishnasamy

Tuan,

Penamatan Kontrak Pembersihan Dan Pencucian NS MEDIK SDN BHD Untuk Negeri Perak Dan Pulau Pinang Pada 31Hb Disember 2019

Merujuk kepada perkara diatas,

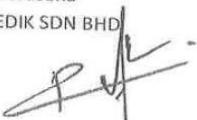
Dukacitanya kami ingin memaklumkan kepada pihak kesatuan bahawa Edgenta Medi Serve Sdn Bhd telah menghantar satu surat pemakluman bahawa kontrak pembersihan dan pencucian di semua hospital-hospital Negeri Perak dan Pulau Pinang yang akan tamat pada 31hb Disember 2019 tidak akan disambung. Kami sertakan surat tersebut untuk rujukan pihak Tuan.

Untuk makluman pihak Tuan, kami telah menghantar satu surat rayuan untuk mempertimbangkan perkara ini dan belum mendapat jawapan daripada pihak Edgenta Medi Serve Sdn Bhd.

Sekian terima kasih.

Yang Berusaha

NS MEDIK SDN BHD


RAVINTHARAN PERIYASAMY
PENGURUS BESAR

Sk : Pn.Saraswathy Muthu (Setiausaha Eksekutif kesatuan)

NO.19-D JALAN BANDAR TIMAH, 30000 IPOH, PERAK DARUL RIDZUAN, MALAYSIA

TEL: +605-2541899 FAX: +605-2531899

EMAIL: smuthu@nsmedik.com

**Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan
Di Hospital-Hospital Kerajaan Semenanjung Malaysia**

National Union Of Workers in Hospitals Support and Allied Services
No.Pendaftaran : 770 / 1997

Ibu Pejabat : No.26 A, Tingkat Jaya 1, Taman Tasek Jaya, 31400 Ipoh, Perak.

15hb. Januari 2020

Kepada,

TUAN PENGARAH

Jabatan Perhubungan Perusahaan Perak,
Tingkat 4, Blok C,
Bangunan Persekutuan Ipoh,
Jalan Dato' Seri Ahmad Said,
30450 Ipoh, Perak.



Dengan Tangan

Tuan / Puan,

**PER : ADUAN DI BAWAH SEKSYEN 18, AKTA PERHUBUNGAN PERUSAHAAN
1967**

Dengan segala hormatnya, pihak kesatuan merujuk kepada perkara di atas dan ingin membuat aduan terhadap syarikat-syarikat tersebut :

- a. Edgenta UEMS Sdn. Bhd.
- b. NS Medik Sdn. Bhd.

Aduan-aduan berkaitan terhadap pihak-pihak seperti di atas adalah seperti di bawah ini:--

1. Bahawa syarikat-syarikat ini telah **melanggari** dan **memungkiri** Perjanjian Bersama No.COG : 274 / 2019 dan juga seksyen 17, Akta Perhubungan Perusahaan 1967.
2. Bahawa status pekerja-pekerja syarikat-syarikat seperti yang tersebut di atas (ahli-ahli kesatuan) samada sebagai **pekerja tetap** dan/atau **pekerja suatu jangka masa tertentu (fixed term) ?**

Kami memohon pihak Jabatan Perhubungan Perusahaan akan mengambil tindakan yang sepatutnya untuk menyelesaikan aduan kami ini. Jika aduan kami tidak dapat diselesaikan, kami mohon aduan tersebut dirujuk ke Mahkamah Perusahaan untuk mendapatkan suatu adjudikasi.

Kerjasama pihak Jabatan Perhubungan Perusahaan amat kami hargai.

Sekian, Terima Kasih.

Yang Benar,

ke

(Senthil Kumaran a/l Krishnasamy)
Yang Dipertua Kesatuan



MEMORANDUM

KEPADA

**YB DATUK SERI DR DZULKEFLY AHMAD
MENTERI KESIHATAN MALAYSIA**

**HENTIKAN PEMBERIAN KONSESI
KEPADAM PEMERAS KESATUAN DAN
PENCABULAN HAK PEKERJA
PEMBERSIHAN HOSPITAL KERAJAAN**

**Seruan Kepada
Menteri Kesihatan Malaysia**

“ Menjamin segala hak pekerja “

Dari pada :

**Kesatuan Pekerja-Pekerja Swasta Perkhidmatan
Sokongan Di Hospital-Hospital Kerajaan Semenanjung
Malaysia**

No.Pendaftaran : 770 / 1997

Ibu Pejabat : No.26 A, Tingkat Jaya 1, Taman Tasek Jaya,
31400 Ipoh, Perak.

2 - 12 - 2019

*Received by
Azam Zainal Sabirin
21/12/19*



MEMORANDUM **KEPADА**

**YB DATUK SERI DR DZULKEFLY AHMAD
MENTERI KESIHATAN MALAYSIA**

HENTIKAN PEMBERIAN KONSESI KEPADА PEMERAS KESATUAN DAN PENCABULAN HAK PEKERJA PEMBERSIHAN HOSPITAL KERAJAAN

2 - 12 - 2019

Dengan Tangan

Kami, selaku pekerja-pekerja sokongan (pembersihan/cleaner) dan juga ahli kesatuan di 22 hospital-hospital di negeri Perak dan Pulau Pinang ingin membawa masalah yang dihadapi oleh kami iaitu pemerasan kesatuan (union busting) dan pemangsaan kepada kepada perhatian YB Datuk Seri Menteri.

[A] PENGAMBILAN ALIHAN KONTRAK PEMBERSIHAN OLEH SYARIKAT EDGENTA UEMS (UEMS) sebuah GLC (yang telah bertindak dengan niat jahat membunuh) KESATUAN

Kini, kontrak pembersihan di 22 buah hospital di negeri Perak dan Pulau Pinang dikendalikan oleh syarikat sub-kontraktor NSMedik Sdn. Bhd. selama 10 tahun. Manakala majikan utama (principal employer) adalah syarikat Edgenta Mediserve Sdn. Bhd. yang memegang konsesi selama 15 tahun dari tahun 2010 sehingga tahun 2025. Edgenta Mediserve Sdn. Bhd. adalah anak syarikat UEM Edgenta yang merupakan syarikat GLC Kerajaan di bawah Khazanah Nasional.

Kontrak pembersihan hospital-hospital Kerajaan ini akan diambil oleh Edgenta UEMS, anak syarikat UEM Edgenta pada 01 Januari 2020 sebagai sub-kontraktor. Namun, Perjanjian Bersama Pertama telah ditandatangani dengan NSMedik pada 23.10.2019.

Walaupun demikian, sejak bulan Julai 2019, UEMS telah mula melakukan pemerasan kesatuan di kesemua 22 hospital dengan niat jahat telah menghasut pekerja dan memburukkan kesatuan. Pekerja dihasut dan diugut oleh UEMS dengan mengatakan “**Kesatuan tidak berguna selepas UEMS ambil alih kontrak pada Januari 2020, kesatuan tidak boleh buat apa-apa dan terbatas secara automatik selepas UEMS ambil alih tahun depan.**”

Oleh itu, pekerja berada dalam keadaan takut,cemas, keliru serta resah dengan tindakan UEMS. UEMS juga memberikan arahan-arahan baru serta paksa pekerja untuk menurutinya. Pekerja diugut akan diberi surat kaunseling (disciplinary warning) sekiranya tidak mematuhi segala arahan UEMS.

Berikutnya pemangsaan dan pemerasan kesatuan ini, kesatuan telah membuat beberapa aduan kepada Jabatan Perhubungan Perusahaan Putrajaya (JPP) di bawah seksyen 8 kerana pelanggaran/mencabuli seksyen 4 & 5, Akta Perhubungan Perusahaan (APP) 1967. (Sila rujuk surat yang dilampirkan yang ditandakan sebagai SA 1).

Pada 6-11-2019, JPP Putrajaya telah mengadakan perundingan damai dengan kesatuan dan kesemua pihak majikan - NSMedik, Edgenta Mediserve serta Edgenta UEMS dan kesemua terma telah dipersetujui dan ditandatangani oleh semua pihak. (Sila rujuk MoU yang ditandakan sebagai MoU 1).

[B] BORANG PERMOHONAN KERJA UEMS

Pemerasan kesatuan diteruskan oleh UEMS dengan pekerja diberi borang permohonan kerja UEMS. Walaupun pekerja masih di bawah pengendalian sub-kontraktor, NSMedik tetapi UEMS memberikan borang dan memaksa pekerja untuk mendatanganinya. Pekerja diugut sekiranya borang tidak diisi dan ditandatangani, tiada pekerjaan untuk pekerja. Sebanyak 4 aduan telah dibuat kepada JPP Putrajaya mengenai tindakan pemerasan kesatuan yang berterusan oleh UEMS tersebut. (Sila rujuk surat yang dilampirkan yang ditandakan sebagai SA 2, SA 3, SA 4, SA 5 & SA 6).

Pada 13-11-2019, JPP Putrajaya telah mengeluarkan arahan kepada UEMS - bahawa **UEMS tidak boleh masuk campur dalam urusan pekerja NSMedik dan tidak boleh mengganggu pekerja semasa waktu bekerja.** (Sila rujuk arahan yang ditandakan sebagai A1).

Namun begitu, segala arahan diingkari oleh UEMS dan pekerja dimangsakan dengan mencabul hak mereka dan kesatuan. Pekerja berada dalam keadaan cemas dan ketakutan memgenai jaminan pekerjaan mereka,

Pada 22-11-2019, JPP Putrajaya telah mengadakan satu lagi perundingan damai dengan kesemua pihak majikan - NSMedik, Edgenta Mediserve serta Edgenta UEMS dan mengeluarkan arahan kepada UEMS - bahawa *UEMS dengan NSMedik harus mengadakan lawatan ke setiap hospital dan membuat perjumpaan dengan pekerja NSMedik serta memaklumkan mengenai pengambilalihan kontrak pada 01 Januari 2020*

[C] PEMANGSAAN DAN PEMERASAN KESATUAN TIDAK HENTI-HENTI OLEH PEMERAS KESATUAN, UEMS, ANAK SYARIKAT UEM EDGENTA.

Nampaknya UEMS bertekad untuk membunuh kesatuan dengan menggunakan taktik kotor mereka terhadap pekerja. Walaupun kesatuan telah mengambil beberapa tindakan dan arahan telah dikeluarkan, tetapi UEMS tetap meneruskan hasratnya untuk membunuh kesatuan.

Kesatuan telah menandatangani Perjanjian Bersama (CA) pertama dan UEMS sepatutnya mengikuti segala tuntutan yang dipersetujui oleh sub-kontraktor, NSMedik sekiranya kontrak diambil alih nanti. Tetapi UEMS tetap menolak kewujudan kesatuan dan tidak menghormati Perjanjian Bersama (CA) yang ditandatangani. Keadaan ini secara jelas menunjukkan UEM Edgenta, adalah pemeras kesatuan yang berniat dengan jahat untuk membunuh kesatuan yang menjamin dan mempertahankan hak pekerja.

Seperti yang YB sedia maklum, Kementerian Sumber Manusia telah melancarkan ‘Kempen 1 juta pekerja menjadi ahli kesatuan’ dan menggalakkan pekerja di Malaysia untuk menyertai kesatuan. Akan tetapi, kini berlaku pemerasan kesatuan di kalangan pekerja pembersihan di hospital-hospital kerajaan dan ini sekaligus menakutkan pekerja daripada menyertai kesatuan. Keadaan ini jelas bertentangan dengan tujuan Kementerian Sumber Manusia.

[D] MAHU TINDAKAN SERTA-MERTA DARI KEMENTERIAN KESIHATAN

Kami menyeru Menteri Kesihatan untuk campur tangan dan memberi perhatian yang serius terhadap pemangsaan dan pemerasan kesatuan yang berterusan ini serta berniat jahat untuk membunuh kesatuan. Tuntutan kami melalui memorandum ini adalah seperti berikut :

- 1. HENTIKAN PEMERASAN KESATUAN SERTA-MERTA**
- 2. HENTIKAN PEMBERIAN KONSESI KEPADA PEMERAS KESATUAN**
- 3. PERKHIDMATAN PEKERJA HARUS DISAMBUNG DAN DIBERI JAMINAN PEKERJAAN SERTA TIDAK BOLEH DIAMBIL SEBAGAI PEKERJA BARU**
- 4. JADIKAN SEMUA PEKERJA SOKONGAN DI HOSPITAL KERAJAAN SEBAGAI PEKERJA TETAP**
- 5. SEGERA LAKSANAKAN PERJANJIAN BERSAMA (CA)**

Kesatuan berharap YB Menteri Kesihatan akan mengambil berat dalam masalah pekerja sokongan di hospital-hospital kerajaan dan kami percaya YB akan mengambil tindakan yang sewajarnya untuk menjamin kehidupan kesatuan. (*Sila rujuk KRONOLOGI TINDAKAN*)

Sekian, terima kasih.

Yang Benar,

R.P. Thilay
SETIAUSAHA KESATUAN
(C THILLAMA AIP PERIANAH)

Yun
TIMBALAN SETIAUSAHA
KESATUAN
(WAN NORIZAN BT MOHD.
SOFIAN)

V Sejam
IBD

Saravathy
E
Muthu

APPENDIX G

EDGENTA UEMS Respond to NUWHSAS Request for Meeting

EDGENTA UEMS

Ruj. Kami: HR/GL/200812/01

Tarikh: 12 Ogos 2020

Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan
Di Hospital-Hospital Kerajaan Semenanjung Malaysia
(National Union of Workers in Hospitals Support and Allied Services)
No.26A, Tingkat Jaya 1, Taman Tasek Jaya,
31400 Ipoh
Perak

12/20

U/P: Puan Sarasvathy a/p Muthu

Puan,

**RE: NOTIS BAGI PENETAPAN TARIKH PERUNDINGAN KOLEKTIF ANTARA
KESATUAN DENGAN UEM EDGENTA BERHAD, EDGENTA MEDISERVE SDN. BHD.,
DAN EDGENTA UEMS SDN. BHD. SERTA PENYERAHAN CADANGAN PERJANJIAN
BERSAMA KESATUAN KE-2**

Kami merujuk kepada surat Kesatuan yang bertarikh 3 Ogos 2020, yang juga dialamatkan ke UEM Edgenta Berhad dan Edgenta Mediserve Sdn. Bhd (secara kolektif dirujuk sebagai "Pihak Syarikat").

Sepertimana yang pihak Kesatuan sedia maklum, Pihak Syarikat dengan tegas menafikan bahawa kami terikat dengan terma-terma yang dinyatakan di dalam Perjanjian Kolektif Ke-1, yang telah dipersetujui dan ditandatangani di antara pihak Kesatuan dengan pihak NS Medik Sdn Bhd., dan dalam masa yang sama pertikaian perdagangan (trade dispute) telah difaikkan di mahkamah terhadap aplikasi Perjanjian Bersama ini ke atas Pihak Syarikat.

Kami juga ingin nyatakan di sini, menurut peruntukan di bawah Seksyen 13 Akta Perhubungan Perusahaan 1967, adalah menjadi condition precedent bahawa pihak Kesatuan perlu mendapatkan pengiktirafan dari Pihak Syarikat terlebih dahulu sebelum Kesatuan boleh memulakan pelawaan bagi tujuan perundingan kolektif (collective bargaining) untuk satu perjanjian kolektif yang baru.

Oleh kerana pihak Kesatuan belum mendapatkan pengiktirafan dari Pihak Syarikat atau memulakan proses tuntutan pengiktirafan di bawah Seksyen 9 Akta yang sama, maka dengan itu pihak Kesatuan tidak mempunyai bidang kuasa atau locus standi untuk (kononnya) mempelawa Pihak Syarikat bagi tujuan satu rundingan kolektif.

Edgenta UEMS
Integrated Facility Management

Edgenta UEMS Sdn Bhd No.26A, Tingkat Jaya 1, Taman Tasek Jaya, 31400 Ipoh, Perak, Malaysia
Level 3, Menara UEM Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia
Tel: +603-2725 6688 Fax: +603-2725 0808 www.uemedgenta.com

EDGENTA UEMS

Dengan itu, dukacita dimaklumkan bahawa kami tidak dapat melayan permintaan pihak Kesatuan untuk memulakan apa-apa perundingan kolektif.

Sekian, terima kasih.

Yang benar,
bagi pihak **EDGENTA UEMS SDN BHD**



RAMLY KHAMIS
Pengurus Besar

Salinan kepada:

Ketua Pengarah, Jabatan Perhubungan Perusahaan, Kementerian Sumber Manusia,
Putrajaya

Edgenta UEMS
Integrated Facility Management

Edgenta UEMS Sdn Bhd www.uems.com.my | UEMS Solutions Sdn Bhd
Level 3, Menara UEM Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia
Tel: +603-2725 6688 Fax: +603-2725 6888 www.uoms.edgenta.com

EDGENTA UEMS

Ruj. Kami: HR/GL/200814/01

Tarikh: 18 Ogos 2020

Kepada,

Puan Sarasvathy a/p Muthu
Setiausaha Eksekutif
Kesatuan Pekerja-Pekerja Swasta
Perkhidmatan Sokongan Di
Hospital-Hospital Kerajaan
Semenanjung Malaysia

Puan,

**RE: ADUAN-ADUAN KESATUAN MENGENAI PERLANGGARAN SEKSYEN 4 & 5,
AKTA PERHUBUNGAN PERUSAHAAN (APP) SERTA PERHUBUNGAN
PERUSAHAAN ANTARA KESATUAN DAN EDGENTA UEMS & PENETAPAN
TARIKH PERJUMPAAN ANTARA MAJIKAN EDGENTA UEMS DAN KESATUAN**

Kami merujuk kepada surat dari pihak Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan di Hospital-Hospital Kerajaan Semenanjung Malaysia (Kesatuan) yang bertarikh 10 Ogos 2020.

Kami juga merujuk kepada surat kami yang bertarikh 22 Jun 2020, HR/GL/200622/01 dan 3 Julai 2020, HR/GL/200702/01.

2. Sepertimana yang telah disampaikan dalam semua surat Syarikat seperti di atas, pihak Syarikat masih kekal dengan pendirian agar:

- a. Isu-isu atau aduan yang telah dibawa untuk rundingan damai di peringkat JPP tidak akan dibincangkan untuk mengelakkan pertindihan;
- b. Isu-isu atau aduan di bawah Seksyen 4, Seksyen 5 dan Seksyen 8 (Union Busting) DAN aduan yang telah atau bakal dibicarakan di Mahkamah Perusahaan juga tidak akan dibincangkan bagi menghormati prosiding yang sedang / akan berlangsung.

Edgenta UEMS
Integrated Facility Management

Edgenta UEMS Sdn Bhd No. 94-3-27, Horison, Level 3, Menara UEM, Tower 1, Avenue 7, The Horizon, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia
Tel: +603-2725 6688, Fax: +603-2725 8888, www.uemedgenta.com

EDGENTA UEMS

Pihak Syarikat tidak akan berganjak dari pendirian ini dan seterusnya tidak dapat melayan permintaan Kesatuan untuk mengubah terma yang telah ditetapkan.

Sekiranya pihak Kesatuan masih enggan memenuhi syarat-syarat yang telah ditetapkan, maka pihak Syarikat tidak bersetuju untuk mengadakan perbincangan dengan Pihak Kesatuan dan tidak akan melayan sebarang surat-menyurat dari pihak Kesatuan mengenai perkara ini lagi.

Sekian. Harap maklum.

Yang benar,

bagi pihak **EDGENTA UEMS SDN BHD**



RAMLAN KHAMIS
Pengurus Besar

Salinan kepada:

1. Ketua Pengarah, Jabatan Perhubungan Perusahaan, Kementerian Sumber Manusia, Putrajaya – En. Khalid Jali
2. Ketua Penolong Pengarah, Jabatan Perhubungan Perusahaan, Kementerian Sumber Manusia, Putrajaya – Pn. Rodzilah Mohamad Anoar

APPENDIX H

Request to Use Public Hospital Space By Hospital Cleaner Through NUWHSAS

**Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan Di
Hospital-Hospital Kerajaan Semenanjung Malaysia**
National Union Of Workers in Hospitals Support and Allied Services
No.Pendaftaran : 770 / 1997
*Ibu Pejabat : No.26 A, Tingkat Jaya 1, Taman Tasek Jaya, 31400 Ipoh, Perak.
Email : kesatuan.kpshk@gmail.com*

13hb. Julai 2020

Kepada,

Dr. Khairul Azha Bin Azam
Pengarah Hospital Kampar
Jalan Hospital, 319000 Kampar,
Perak Darul Ridzuan.

Melalui 1. Email drkhairulazha@moh.gov.my
2. Pos Berdaftar

Salinan Kepada

1. Dato' Dr. Ding Lay Ming – Pengarah Kesihatan Negeri Perak.

Melalui Email iknperak@moh.gov.my

2. Dato' Seri Dr. Noor Hisham bin Abdullah – Ketua Pengarah Kesihatan Malaysia

Melalui Email anhisham@moh.gov.my

Tuan Pengarah,

TEMPAT PERJUMPAAN ANTARA KESATUAN DAN PEKERJA DI HOSPITAL KAMPAR, PERAK.

Dengan segala hormatnya, perkara di atas adalah dirujuk.

Bagi makluman Tuan Pengarah, **Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan Di Hospital-Hospital Kerajaan Semenanjung Malaysia** merupakan sebuah Kesatuan sekerja yang ditubuhkan pada tahun 1997 dan berperanan untuk menjaga kebijakan pekerja-pekerja sokongan di hospital – hospital Kerajaan serta berusaha untuk menjamin keharmonian industri di tempat kerja bagi pekerja-pekerja. Setakat ini, sebilangan besar ahli kesatuan terdiri daripada pekerja-pekerja pembersihan hospital.

Sehubungan dengan itu, salah satu aktiviti Kesatuan adalah mengadakan perjumpaan dengan pekerja-pekerja bagi berkomunikasi serta berbincang dan mengambil tahu masalah-masalah pekerja di tempat kerja. Ini akan memudahkan Kesatuan untuk menjaga kebijakan pekerja-pekerja

serta membantu dalam menjaga perhubungan perusahaan yang baik antara majikan yang turut mempengaruhi operasi perkhidmatan sokongan.

Akan tetapi, masalah yang dihadapi oleh Kesatuan ialah tiada tempat yang khusus atau khas untuk mengadakan perjumpaan dengan pekerja-pekerja dengan selesa dan tanpa gangguan. Setiap kali perjumpaan, Kesatuan terpaksa berjumpa dengan pekerja-pekerja di tempat-tempat seperti Kantin, tempat menunggu atau tempat terbuka seperti taman di dalam kawasan hospital. Keadaan ini menyukarkan pekerja-pekerja untuk menghadiri Perjumpaan dengan Kesatuan serta gangguan seperti suasana yang bising mengganggu komunikasi antara pekerja dan Kesatuan.

Kesatuan berharap Tuan Pengarah akan lebih memahami peranan yang dimainkan oleh Kesatuan dalam menjaga keharmonian industri bagi pekerja-pekerja di tempat kerja. Komunikasi antara Kesatuan dan Pekerja-pekerja juga merupakan salah satu perkara yang sangat penting bagi menjaga dan menambahbaik perkhidmatan sokongan di hospital.

Justeru itu, Kesatuan memohon kerjasama Tuan Pengarah untuk menguruskan tempat yang khas atau khusus untuk Kesatuan bagi mengadakan Perjumpaan dengan pekerja-pekerja dengan lebih selesa dan tanpa gangguan.

Kerjasama Tuan Pengarah amat kami hargai.

Sekian, terima kasih.

Yang Benar,



(Sarasvathy a/p Muthu)
Setiausaha Eksekutif Kesatuan



From: Dr. Khairul Azha Bin Azam <drkhairulazha@moh.gov.my>
Date: Thu, 16 Jul 2020 at 10:26
Subject: RE: TEMPAT PERJUMPAAN ANTARA KESATUAN DAN PEKERJA DI HOSPITAL KAMPAR, PERAK.
To: kesatuan pekerja swasta hospital kerajaan <kesatuan.kpshk@gmail.com>

Terima kasih atas pertanyaan tuan, Hospital Kampar ada dua tempat untuk digunakan. bilik mesyuarat atau bilik cme.
untuk norma baru ini, saya rasa bilik cme saya hanya sesuai untuk 15 orang termasuk penceramah seorang, bilikmesyuarat
saya 10 orang termasuk penceramah.
kalau ingin berjumpa ramai kena buat multiple sessi. syarat nama , no telipon, suhu dan tidak mempunyai simptom covid dan
tidak pernah ada contact rapat dgn pui.
pihak tuan kena mengamalkan norma norma baru untuk perjumpaan ramai.
sila sertkan tarikh awal untuk booking.

sekian terima kasih

Sent from Samsung tablet.

----- Original message -----
From: kesatuan pekerja swasta hospital kerajaan <kesatuan.kpshk@gmail.com>
Date: 7/16/20 10:13 AM (GMT+08:00)
To: "Dr. Khairul Azha Bin Azam" <drkhairulazha@moh.gov.my>
Subject: TEMPAT PERJUMPAAN ANTARA KESATUAN DAN PEKERJA DI HOSPITAL KAMPAR, PERAK.

Salam Sejahtera Tuan Pengarah,

Sila rujuk surat yang dilampirkan.

Yang Benar,
Danaletchumi
IRO Kesatuan
016-6721 925

Sekiranya e-mel ini adalah SPAM sila lampirkan e-mel asal kepada spam@govuc.gov.my dengan menekan 3 kekunci (Ctrl + Alt + F) secara serentak (MS Outlook client) atau klik tetikus kanan pada e-mel dan majukannya sebagai lampiran (OWA).



HOSPITAL RAJA PERMAISURI BAINUN,
JALAN HOSPITAL,
30450 IPOH,
PERAK DARUL RIDZUAN.

Telefon : 05-2085000
No. Faks : 05-2531541

Ruj. Tuan : - surat bertarikh 13 Julai 2020
Ruj. Kami : Bil.(156)dlm.HRPB/777/01
Tarikh : 16 Julai 2020

Setiausaha Eksekutif Kesatuan,
Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan,
Di Hospital-Hospital Kerajaan Semenanjung Malaysia,
No.26 A,
Tingkat 1,
Taman Tasek Jaya,
31400 Ipoh,
Perak Darul Ridzuan.

<kesatuan.kpshk@gmail.com>

Tuan/Puan,

MAKLUM BALAS PERMOHONAN TEMPAT PERJUMPAAN ANTARA KESATUAN DAN PEKERJA DI HOSPITAL RAJA PERMAISURI BAINUN

Dengan hormatnya perkara di atas dirujuk dan surat permohonan pihak tuan/puan bertarikh 13 Julai 2020 menerusi kiriman e-mel bertarikh 16 Julai 2020 adalah berkenaan.

2. Dengan ini dimaklumkan bahawa Hospital Raja Permaisuri Bainun tidak dapat mempertimbangkan permohonan pihak tuan/puan demi kepentingan dan kelancaran perkhidmatan hospital. Untuk makluman tuan/puan, permohonan sedemikian adalah di luar daripada skop tugas dan fungsi serta bukan merupakan tanggungjawab pentadbiran hospital.

Kerjasama dan pemahaman tuan/puan berkenaan hal ini amatlah dihargai.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menjalankan amanah,

(DR. ABDUL MALEK BIN OSMAN)
Pengarah Hospital
Hospital Raja Permaisuri Bainun, Perak.

S.k. Pengarah Jabatan Kesihatan Negeri Perak
Timbalan Pengarah Perubatan Jabatan Kesihatan Negeri Perak



Kementerian Kesihatan Malaysia

**JABATAN KESIHATAN NEGERI PERAK
JALAN KOO CHONG KONG
30000 IPOH
PERAK DARUL RIDZUAN**

Telefon : 05-2456000
No. Faks: 05-2438090 (Pengarah)
05-2535660 (Bah. Pengurusan)
05-2427564 (Bah. Kesihatan Awam)
05-2542916 (Bah. Perubatan)
05-2532734 (Bah. Farmasi)
05-2540986 (Bah. Pergigian)
05-2550740 (Bah. Keselamatan &
Kualiti Makanan)
05-2553136 (Unit Sumb. Manusia)
05-2433420 (Unit Kewangan)
Laman Sesawang
<http://jknperak.moh.gov.my>
e-mel: jknperak@moh.gov.my

Ruj. Kami: JKNPK.200-6/13/16(62)

Tarikh: 28 Julai 2020

Pengarah Hospital

Hospital RAJA PERMAISURI BAINUN / TAIPING / TELUK INTAN / SERI MANJUNG / SLIM RIVER / KUALA KANGSAR / SUNGAI SIPUT / PARIT BUNTAR / TAPAH / KAMPAR / SELAMA / BATU GAJAH / CHANGKAT MELINTANG / GERIK / BAHAGIA, ULU KINTA

Pengarah
Makmal Kesihatan Awam
IPOH

Tuan/Puan,

PERKHIDMATAN SOKONGAN HOSPITAL (PSH)

- PERMOHONAN KESATUAN PEKERJA-PEKERJA SWASTA PERKHIDMATAN SOKONGAN HOSPITAL UNTUK MENGGUNA PAKAI FASILITI HOSPITAL SEBAGAI TEMPAT PERJUMPAAN BERSAMA AHLI-AHLI KESATUAN

Dengan segala hormatnya saya merujuk kepada perkara tersebut di atas adalah berkaitan.

2. Sepertimana yang pihak tuan/puan sedia maklum, terdapat permohonan daripada Kesatuan Pekerja-Pekerja Swasta Perkhidmatan Sokongan Hospital untuk mengguna pakai fasiliti hospital sebagai tempat perjumpaan kesatuan bersama ahli-ahlinya.

3. Untuk makluman tuan/puan, Jabatan ini berpandangan bahawa pihak kesatuan adalah tidak dibenarkan mengguna pakai fasiliti hospital sebagai tempat perjumpaan oleh pihaknya. Ini adalah disebabkan pihak kesatuan tersebut tiada sebarang kaitan dengan pihak Kerajaan di bawah Kontrak Perjanjian Perkhidmatan Sokongan Hospital (PSH). Selain itu juga, aktiviti perjumpaan yang dimohon oleh pihak kesatuan ini dikhawatir akan mengganggu pengoperasian hospital dilapangan.

(SILA CATAT RUJUKAN SURAT APABILA BERURUSAN DENGAN JABATAN INI)

4. Sehubungan itu, dimohon agar tuan/puan memaklumkan kepada pihak kesatuan bahawa sebarang urusan permohonan pihaknya perlulah mengemukakan kepada pihak Edgenta Mediserve Sdn Bhd selaku syarikat konsesi yang telah dilantik dibawah perjanjian kontrak PSH tanpa melibatkan pihak hospital didalam perkara ini.

5. Segala kerjasama dan perhatian tuan/puan mengenai perkara ini adalah dihargai serta didahului dengan ucapan ribuan terima kasih.

Sekian.

“BERKHIDMAT UNTUK NEGARA”

Saya yang menjalankan amanah,

(DR. HJH NORISAH BT HJ. MAHAT NOR)
Timbalan Pengarah Kesihatan Negeri (Perubatan)
b.p. Pengarah Kesihatan Negeri
Perak Darul Ridzuan

s.k.

Pengarah Kesihatan Negeri
Jabatan Kesihatan Negeri Perak

Ketua Wilayah Perak
Edgenta Mediserve Sdn Bhd
Tingkat 1, Bangunan KWSP
Jalan Greentown
30450 Ipoh, Perak.

- Pihak tuan dimohon berurusan dengan pihak Kesatuan tanpa melibatkan penggunaan fasiliti hospital bagi tujuan perjumpaan seperti di atas.

(SILA CATAT RUJUKAN SURAT APABILA BERURUSAN DENGAN JABATAN INI)

APPENDIX I
Memorandums Submitted by NUWHSAS

MEMORANDUM
KEPADA

**YB.DATUK SERI DR.S.SUBRAMANIAN
MENTERI KESIHATAN
MALAYSIA**

**HAPUSKAN SISTEM KONTRAK YANG MEMBENARKAN
MAJIKAN MENINDAS KAUM PEKERJA DAN MENCABULI
JAMINAN PEKERJAAN**

**Menuntut Kepada
Menteri Kesihatan Malaysia**

**“Menjamin Masa Depan 150 Pekerja Sokongan
Hospital Bahagia-Ulu Kinta Tanjung Rambutan
Yang Bakal Ditamatkan Kerja
Pada 31-12-2015”**

**Daripada:
Jawatankuasa Pekerja-Pekerja Sokongan Hospital Bahagia-
Ulu Kinta Tanjung Rambutan
D/a No.26A Tingkat Jaya 1, Taman Tasek Jaya
31400 Ipoh,Perak**

17-12-2015

Dengan Tangan



Sik Zainulabidin
17/12/105

MEMORANDUM
KEPADAA

**YB.DATUK SERI DR.S.SUBRAMANIAN
MENTERI KESIHATAN
MALAYSIA**

**HAPUSKAN SISTEM KONTRAK YANG MEMBENARKAN
MAJIKAN MENINDAS KAUM PEKERJA DAN MENCABULI
JAMINAN PEKERJAAN**

**“Menjamin Masa Depan 150 Pekerja Sokongan Hospital Bahagia-Ulu Kinta
Tanjung Rambutan Yang Bakal Ditamatkan Kerja
Pada 31-12-2015 ”**

17-12-2015

Dengan Tangan

Kami adalah pekerja-pekerja sokongan(pembersihan/cleaner) dari Hospital Bahagia-Ulu Kinta Tanjung Rambutan Perak ingin membawa masalah sistem pekerjaan kontrak suatu masa tertentu(**fixed term contract**) yang membenarkan pihak majikan menindas para pekerja dan juga mencabuli jaminan pekerjaan.

[A].Sistem Kontrak di Hospital Bahagia-Ulu Kinta Tg.Rambutan

Pada tahun 1997, sistem kontrak perkhidmatan suatu masa tertentu telah mula dilaksanakan di hospital bahagia ini melalui Syarikat Propel Johnson Controls (M) Sdn Bhd hanya dalam bahagian pembersihan manakala bahagian dobi,penyelenggaraan (**maintenance**) dan kakitangan dilaksanakan sistem pekerjaan tetap.

Para pekerja dari bahagian ini pernah menyuarakan perkara ini kepada pihak majikan supaya pekerjaan sokongan(pembersihan) ini di jadikan sebagai pekerjaan tetap bagi memastikan jaminan pekerjaan, kenaikkan gaji ,pangkat dan faedah-faedah lain .Ini berdasarkan kepada sifat-sifat perkhidmatan ini adalah sama seperti pekerjaan tetap. Namun, suara kami tidak di ambil kira dan kami terpaksa berdiam diri kerana takut kehilangan kerja.

[B].Carta Kontrak Perkhidmatan Berterusan di bawah Lima Majikan

Nama Syarikat/Majikan	Mula berkontrak	Tamatkan Kontrak	Status pekerja
Propel-Johnson Controls World Services (M) Sdn Bhd(Nama Lama 28-6-90) Propel-Johnson Controls(M) Sdn Bhd(Nama baru 16-7-1996)	1997	2001	Sambung kerja ke majikan baru
Faber Medi-Serve Sdn Bhd (nama lama-14-11-1983) Edgenta Mediserve Sdn Bhd(Nama baru-17-4-2015)	2002	2003	Sambung kerja ke majikan baru
Cermin Cahaya Sdn Bhd	2004	2007	Sambung kerja ke majikan baru
Pivotal Allied Sdn Bhd	2008	2012	Sambung kerja ke majikan baru
Cermin Cahaya Sdn Bhd	2013	2015	Mula kenalkan tawaran pekerjaan secara berkontrak

[C].Perkhidmatan Secara Berkontrak di bawah Cermin Cahaya Sdn Bhd

Ada diantara 150 pekerja-pekerja sokongan ini telah memulakan pekerjaannya pada tahun 1997 sehingga majikan Pivotal Allied Sdn Bhd mengambil alih urusannya .Adalah amalan biasa selama ini adalah emasa syarikat lain mengambil alih kontrak perkhidmatan ini,surat tawaran dikeluarkan kepada kami dan pekerjaan kami diteruskan menurut terma-terma dan syarat-syarat asal.

Kecuali apabila pihak majikan Cermin Cahaya mengambil alih pengurusannya kali kedua(tahun 2013) kali pertama memperkenalkan sistem pekerjaan secara berkontrak.Namun ,para pekerja berkeyakinan bahawa amalan biasa sebelum ini akan diteruskan apabila kontrak perkhidmatan ini diambil alih oleh pihak lain.

[D].Kejutan -Notis Penamatkan Kontrak Perkhidmatan

Pada bulan November 2015, majikan Cermin Cahaya Sdn Bhd mengeluarkan surat penamatkan kontrak perkhidmatan kepada semua pekerja-pekerja sokongan ini. Ini

adalah kali pertama para pekerja menerima notis penamatan seperti ini .Dalam surat itu, pihak majikan menyatakan seperti berikut :-

1. Perkhidmatan semua pekerja pembersihan Cermin Cahaya Sdn Bhd akan tamat mulai 1-1-2016 dan selaras dengan Akta Pekerjaan 1955, anda akan dibayar faedah penamatan perkhidmatan, termasuk baki cuti yang tidak digunakan.
2. Bagi memastikan semua pekerja yang terlibat tidak kehilangan pekerjaan, anda akan ditawarkan untuk berkhidmat dengan syarikat yang akan dilantik oleh pihak Edgenta Mediserve Sdn Bhd dengan terma dan syarat perkhidmatan baru yang disediakan oleh syarikat tersebut.

[E].Borang Permohonan Pekerja Baru oleh NS Medik Sdn Bhd

Dalam surat penamatan kerja itu, pihak Cermin Cahaya Sdn Bhd tidak menyatakan sebarang maklumat berkaitan dengan nama syarikat baru akan menawarkan pekerjaan kepada kami dan juga terma-terma dan syarat-syarat baru yang bakal dikenakkannya.

Selama ini, kami diberikan surat tawaran untuk meneruskan pekerjaan kami dengan terma-terma asal sebagai pekerja lama. Baru-baru ini kami dikejutkan dengan borang permohonan kerja dari pihak NS Medik Sdn Bhd dan memberikan penjelasan secara lisan seperti berikut :-

1. Gaji bulanan RM 950 dikurangkan pada RM 900
2. Pendahuluan Perubatan RM 1000 yang didepositkan sebelum ini akan dibayar dalam masa 3 bulan selepas rawatan
3. Batalkan wang dobi bulanan Rm 15/-
4. Insuran pekerja RM 50,000 dikurangkan pada Rm 20,000
5. Elaun shift RM 45- (sekarang waktu kerja 7pagi- 3.30pm dan OT 6jam)

[F].Surat Minta Penjelasan kepada Majikan Cermin Cahaya Sdn Bhd

Pada 7-12-2015, para pekerja telah menyerahkan surat dan minta penjelasan kepada pihak majikan mengenai kandungan yang menyentuh dalam surat penamatakn kerja dalam perkara-perkara seperti berikut :-

1. *Mengapakah pada awalnya pihak majikan Cermin Cahaya Sdn Bhd tidak menyatakan kepada kami dengan jelas dan nyata apabila perkhidmatan kami disambung dari syarikat Pivotal Allied Sdn Bhd bahawa tawaran*

kontrak syarikat ini akan ditamatkan dalam tempoh tertentu dan tidak akan disambungkan perkhidmatannya?

2. *Dalam surat itu, pihak majikan menyatakan bahawa pihak Edgenta Mediserve Sdn Bhd akan melantik satu syarikat baru dan syarikat baru tersebut akan menawarkan pekerjaan kepada kami untuk berkhidmat dengan syarikat itu dengan terma dan syarat perkhidmatan baru. Bilakah perlantikan syarikat baru akan dimaklumkan kepada kami dan apakah terma dan syarat baru perkhidmatan yang dibuat oleh syarikat yang dilantiknya?..*
3. *Ada pekerja-pekerja diantara kami ini mula berkhidmat dibawah 1 hingga 5 majikan iaitu PROPEL JOHNSON CONTROLS(M) SDN BHD, FABER MEDI-SERVICE SDN BHD, CERMIN CAHAYA SDN BHD, PIVOTAL ALLIED SDN BHD DAN CERMIN CAHAYA SDN BHD. Selama ini, perkhidmatan kami disambungkan dari majikan lama ke majikan yang seterusnya. Mengapa perkara yang sama tidak dilakukan oleh Cermin Cahaya Sdn Bhd ?*
4. *Dalam surat itu, pihak majikan menyatakan bahawa syarikat baru akan memberikan tawaran untuk berkhidmat dengan terma dan syarat perkhidmatan baru. Tetapi, mengapa baru-baru ini kami diberikan satu borang permohonan kerja oleh Ns Medik Sdn Bhd dan bukan surat tawaran kerja seolah-olah untuk memohon sebagai pekerja baru?*
5. *Jelaskan cara dan butir-butir perkiraan faedah penamatan kerja dan adakah faedah tersebut diambil kira dari Propel hingga Cermin Cahaya Sdn mengikut kepada perkhidmatan pekerja berkenaan menurut dari mana-mana majikan dahulu hingga kini ?*

SILA RUJUK LAMPIRAN – LAMPIRAN

[G].Amalan bersiri kontrak tempoh tertentu bagi pekerjaan kami bersifat tetap dan kekal bukan suatu kontrak ikhlas dan mencabuli hak pekerja.

Perkhidmatan Pembersihan yang kami menjalankan di hospital selama ini adalah bersifat tetap dan berterusan selama-lamanya. Adakah wajar kontrak perkhidmatan ini berpakaian(**dress up**) sebagai pekerjaan bagi suatu tempoh tetap (**fixed term contract**) adalah jelas menindas kaum pekerja ini dan mencabuli jaminan pekerjaan .

Sekuriti pekerjaan adalah suatu aspek yang amat penting bagi seseorang pekerja dan ini mengesahkan jaminan kenaikan gaji, kenaikan pangkat dan faedah lain yang berkaitannya. Setiap pekerja seharusnya diberikan peluang untuk menikmati pendapatan dan mengekalkan pekerjaannya selagi berkemampuan untuk meneruskannya sehingga mencapai umur persaraan.

Namun, kontrak bersiri yang diamalkan oleh pihak majikan ini terhadap pekerjaan kami yang bersifat tetap dan berkekalan ini adalah akan jelas mencabuli jaminan pekerjaan dan faedah yang ditetapkan dalam peruntukan undang-undang.

[H]. Mahukan Tindakan Segera dari Kementerian Kesihatan

Kami mahukan, Kementerian Kesihatan memberikan perhatian serius dalam perkara-perkara yang dibangkitkan dalam memorandum ini dan berharap mengambil tindakan segera seperti berikut :-

1. Kementerian Kesihatan seharusnya menghentikan sistem kontrak bersiri tempoh tertentu (fixed term contract) yang diamalkan pada pekerja-pekerja sokongan (pembersihan) di hospital ini dengan serta-merta dan diletakkan kedudukan kami sebagai pekerja tetap sama dengan pekerja-pekerja dobi dan penyelenggaraan.
2. Kementerian Kesihatan semestinya menawarkan kontrak perkhidmatan ini secara langsung kepada para pekerja sokongan hospital ini melalui majikan utama (Edgenta Mediserve Sdn Bhd) dan bukannya dari sub-kontraktor.
3. Kementerian Kesihatan menyiasat dengan segeranya ke semua 5 perkara yang dibangkitkan dalam surat pekerja yang diserahkan kepada pihak majikan pada 7-12-2015 dan mengambil tindakan sewajarnya.
4. Kementerian Kesihatan memastikan bahawa tiada pekerja-pekerja sokongan dari hospital ini ditamatkan pekerjaan dan memastikan masalah ini diselesaikan dengan campurtangan langsung Kementerian.
5. Kementerian Kesihatan seharusnya mengambil langkah-langkah untuk menghapuskan sistem kontrak seumpama ini yang tidak manfaatkan kaum pekerja dan memudahkan pihak majikan menggelakan tanggungjawab sosial dan peruntukan undang-undang.

MEMORANDUM

KEPADA

**UEM EDGENTA BHD(MAJIKAN
PRINSIPAL) KEPADA
EDGENTA MEDI-SERVE SDN
BHD**

Isu:

*Penafian Pemberian “Golden Gift”
Kepada Pekerja-Pekerja Sokongan
(Cleaner) Hospital Bahagia Ulu Kinta
Perak adalah Tidak Adil, Polisi
Diskriminasi dan Tidak
Berperlembagaan*

Daripada :
Pekerja-Pekerja Hospital Bahagia-Ulu Kinta
Jalan Besar, 31250 Tanjung Rambutan, Perak

8-12-2016



Dengan Tangan

HENTIKAN POLISI DISKRIMINASI DALAM PEKERJAAN TERHADAP PEKERJA-PEKERJA PEMBERSIHAN HOSPITAL BAHAGIA ULU KINTA TANJUNG RAMBUTAN BERKAITAN PEMBERIAN SAGUHATI " GOLDEN GIFT"

Kami, pekerja-pekerja sokongan pembersihan (cleaner) dari Hospital Bahagia Ulu Kinta Tanjung Rambutan ingin menegaskan bahawa penafian pemberian Saguhati " **Golden Gift**" kepada para pekerja hospital ini oleh pihak UEM Edgenta (UEM Group) yang merupakan majikan prinsipal utama kepada Edgenda -Medi-Serve Sdm Bhd adalah jelas suatu tindakan diskriminasi,polisi kehambaan, selektif dan tidak berperlembagaan.

Fixed Term Contract- Abaikan Kebajikan dan Masa Depan Pekerja-Pekerja

Dimana ,sejak tahun 1997, perkhidmatan pekerja-pekerja sokongan (pembersihan/cleaner) di Hospital Bahagia Ulu Kinta Tanjung Tambutan Perak ini telah ditukar daripada sistem kontrak perkhidmatan kepada sistem pekerjaan kontrak suatu masa tertentu(**fixed term contract**) kepada pihak majikan pada ketika itu majikan PROPEL –JOHNSON CONTROLS WORLD SERVICES (M) SDN BHD bagi menindas jaminan pekerjaan dan kebajikan sosial pekerja-pekerja sokongan di hospital ini.

Amalan dan polisi berkenaan tersebut terus berkuatkuasa dan dilanjutkan kontraknya secara bersilih ganti kepada syarikat baru iaitu kepada **Faber Medi-Serve Sdn Bhd(Edgenta Mediserve Sdn Bhd)** , **Cermin Cahaya Sdn Bhd**, **Pivotal Allied Sdn Bhd**, dan **NS Medik Sdn Bhd** dengan menggunakan tenaga dan perkhidmataan kami dibawah kontrak suatu masa tertentu seolah-olah menggelakkan kenaikan gaji,tempoh perkhidmatan, cuti tahunan,elaun, bonus,kebajikan pekerja-pekerja dan juga tiada sekuriti pekerjaan tetap..

Penafian Golden Gift adalah suatu Polisi Diskriminasi dan Tidak Berperlembagaan

Kami para pekerja hospital ini ingin meluahkan rasa kesal dan kecewa kepada pihak majikan Prinsipal utama iaitu UEM Edgenda dan Edgenda Mediserve Sdn Bhd kerana secara terancang dan teratur sedang mengamalkan amalan berat sebelah dan polisi memilih bulu dalam perkara pemberian **Golden Gift** kepada kami dan meletakkan alasan seperti kami adalah wargapekerja yang berkhidmat dengan NS Medik Sdn Bhd adalah tidak wajar dan munasabah.

Tindakan pihak majikan utama ini adalah jelas bercanggah dengan peruntukan dalam Perlembagaan yang mengutamakan hak kesamarataan dan tiada diskriminasi dalam kenikmatan dalam pekerjaan dan juga tiada sebarang paksaan dalam sebarang pekerjaan.

Dalam surat yang bertarikh pada 20-9-2016 daripada pihak UEM Edgenda kepada kami berkaitan perkara tersebut yang mengatakan seperti

adalah dimaklumkan bahawa " Golden Gift" yang telah diberikan kepada wargapekerja UEM Group Bhd adalah bersempena dengan sambutan Ulang

OY,

Tahun ke-50 atau Jubli Emas UEM Group Bhd.Pemberian : Golden Gift" ini bukannya berdasarkan kepada wargakerja yang berkhidmat lama atau pernah bersama UEM Group Bhd

Pada masa pemberian " Golden Gift" ini dibuat, wargakerja pembersihan(cleaner" di Hospital Bahagia Ulu Kinta adalah wargakerja yang berkhidmat dengan NS Medik Sdn Bhd.....Golden Gift ini tidak dapat dipanjangkan kepada wargakerja pembersihan(cleaner) di Hospital Ulu Kinta" Sila rujuk salinan surat tersebut dilampirkan bersama ini yang ditandakan sebagai "PP 1"

Kandungan surat tersebut adalah jelas merupakan dimana polisi dan keputusan pihak majikan Prinsipal Utama kepada Edgenda Mediserve Sdn Bhd adalah tidak adil dan tidak selaras dengan prinsip Perlembagaan ,Undang-Undang Buruh dan Keadilan Asasi.

Justeru, kami menyeru kepada pihak majikan Prinsipal Utama UEM Egdenga (UEM Group) , adalah bahawa para pekerja pembersihan hospital ini jelas berkelayakan dan berhak untuk menerima pemberian " Golden Gift" tersebut berdasarkan kepada fakta-fakta seperti berikut :-

1. *Syarikat kontrak untuk menjalankan kerja-kerja kontrak pembersihan di hospital ini sejak kebelakangan ini adalah dilantik oleh pihak Edgenda Mediserve Sdn Bhd dan pihak UEM Edgenta yang merupakan majikan Prinsipal Utama kepada majikan kami.*
2. *Dalam surat pihak UEM Edgenda bertarikh pada 20-9-2016 telah meminta kepada para pekerja hospital ini mematuhi keputusan yang ditetapkan oleh pihak Edgenda Mediserve Sdn Bhd dan MS Medik Sdn Bhd iaitu majikan kepada wargakerja pembersihan (cleaner) di Hospital Ulu Kinta.*
3. *Surat Kenaikan Gaji yang betarikh pada 20-8-2015 kepada para pekerja pembersihan hospital ini dikeluarkan oleh pihak UEM Egdenda walaupun pada ketika itu para pekerja hospital ini bekerja dibawah syarikat Cermin Cahaya Sdn Bhd. (sila rujuk salinan-salinan surat dilampirkan bersama ini dan ditandakan sebagai "PP 2".*
4. *Walaupun kami para pekerja pembersihan hospital ini bekerja dibawah majikan NS Medik Sdn Bhd, namun segala mesyuarat di tempat kerja dan juga cuti awam adalah ditetapkan dan dikawal oleh pihak UEM Edgenda dan Edgenda Mediserve Sdn Bhd. Sila rujuk salinan surat-surat dilampirkan bersama ini dan ditandakan sebagai "PP3"*
5. *Pemberian Golden Gift ini telahpun diberikan kepada penyelia, penolong penyelia, juruteknik dan pendobian yang bekerja dibawah Adgenda Mediserve Sdn Bhd.*

Maka, adalah nyata bahawa perkara-perkara di atas begitu jelas mengesahkan bahawa pihak UEM Edgenda (UEM Group Bhd) dan Edgenda Mediserve Sdn Bhd

OY

mempunyai kawalan langsung dan berhubungkait di antara sama lain dan juga terhadap pekerja-pekerja pembersihan hospital ini.

Kami para pekerja hospital pembersihan ingin menyeru kepada pihak tuan yang mempunyai Perjanjian Konsesi dengan Kementerian Kesihatan Malaysia seharusnya menjadi teladan kepada syarikat-syarikat swasta yang lain dan mengutamakan kebijakan pekerja-pekerja sokongan hospital ini.

Justeru, berdasarkan kepada perkara-perkara yang dibangkitkan dalam memorandum ini adalah jelas pihak tuan mempunyai tanggungjawab dan kewajipan bersama diantara pihak UEM Edgenda dan Edgenda Mediserve Sdn Bhd dan berharap akan mengambil tindakan segera dan menguruskan pemberian "Golden Gift" ini kepada para pekerja pembersihan(cleaner) hospital ini demi kepentingan keharmonian pekerjaan kedua-dua pihak.

Sekian Terima Kasih.

Yang benar

R.P.Thillama/

R.P.Thillama

Edga

Edga "a/p Joe"

Fauziah

(Fauziah Binti Ibrahim)

Wan Norizan
Binti Mohd Sukan

Zairun
Binti Gulab Din

Siti Julianah
Binti Mohd Afandee

Jery
(Jendy a/p Kumarsamy)

y
(Santhiran a/l
Vesvalingam)

Lagamma
(Lagamma a/p
K.Kumarsamy).

APPENDIX J

List Of Labour Abused By School Contractor Referred By JPKK To MOE

Maklumat kontraktor yang tidak mematuhi undang-undang pekerjaan

No	Nama syarikat / Alamat / Nama sekolah	Masalah Gaji & Tunggakan gaji minima			Tidak mencar um KWSP/ SOCSO // potong tetapi tidak mencar um			
		Ba yar lew at	Tid ak bay ar gaji mini ma	Tunggakan Gaji minima				
					2013	2014	K W S P	S O C S O
1	Usaha Haanaib Sdn Bhd (19543-K) 4-1 Kompleks Usahawan Bumiputera MBI, Jalan Ghazali Jawi, 31400 Ipoh/C	/	-	/	/	/	/	/
2	Double Click Enterprise 140 Laluan Meru Permai 1, Halaman Meru Permai 30020 Ipoh /C	/	-	/	-	/	/	/
3	Storm Security Services Sdn Bhd No. 2-3-2 & 4-3-2 Blok B Diamond Square Commercial Centre Jln 3/50, Off Jln Gombak 53000 Kuala Lumpur /S	-	-	/	-	Ti da k te n t u	Ti da k te n t u	
4	Time Medi Enterprise No. 44 Lebuh Semangat 1, Taman Rapat Indah, 31350 Ipoh /C	/	7 – 10 bul an X gaji	/	-	/	/	/
5	Division Security Services Sdn Bhd 935594-D No 2-1, Jalan 9/23 E, Taman Danau Kota, Off Jalan Genting Kelang, 53300 Setapak, Kuala Lumpur/	/	-	/	/	/	/	/
6	Sinar Perleng Enterprise CA0057274-V Kg. Kemahang Hilir Benta, 27310 Kuala Lipis, Pahang	/	-	/	/	/	/	/
7	Alor Emas Enterprise No.291, Jalan Masjid, 39000 Tanah Rata, Cameron Highlands, Pahang	-	/	/	/	Ti da k te n t u	Ti da k te n t u	

						Tidak tentu	Tidak tentu
8	Qarin Qasrina Gerai No.4, Kampung Raja, 39010 Cameron Highlands, Pahang	-	/	/	/	Tidak tentu	Tidak tentu
9	Zulfahmi Enterprise C Shah Alam	-	/ 800 (M W)	-	-	-	-
10	Sekilas Enterprise Shah Alam	-	-	-	-	/	/
11	AYS Protection Sdn Bhd Shah Alam	-	Gaji tetap, tipu kiraan OT	-	-	-	-
12	GNC Security Services (M) Sdn Bhd Shah Alam	-	-	-	-	Potongan takmas uk	Potongan takmas uk
13	Delimapadu Corporation Sdn Bhd (833935-K No.19A, Jalan Bakti 1, 81300 Johor Bahru, Johor, 81300, Malaysia	-	-	-	-	Potongan takmas uk	Potongan takmas uk
14	Lashkar Elite Sdn Bhd No 14-3, Jalan 1/64A, Off Jalan Ipoh, Wilayah Persekutuan, 50350 Kuala Lumpur, Malaysia	-	-	-	-	-	-
15	Sentral Sdn Bhd Penang /S	/	/	/	/	/	/
16	al Aman Security Sdn Bhd Penang/S	-	-	-	-	/	/
17	Adaza Security Force	/	-	-	-	-	-
					tipu kiraan OT hari rehat & ph		

18	Ultrabest SS Sdn Bhd No. 42-2 Jln Setiawangsa 11A, Taman Setiawangsa, 54200 KL	/	-	/	/ /
	Muaz Force Sdn Bhd	Kiraan gaji salah; kerja 7 hari; X AL			
○					

			<ul style="list-style-type: none"> • Pekerja menang di Mahkamah Tinggi.
8.	Setia Prima Security Sdn Bhd	No 109, 2A, Jalan 3, Batu Caves, Centerpoint 68100, Batu Caves. Selangor	<ul style="list-style-type: none"> • Tidak bayar gaji minima Rm1100 sehingga kini • Mengugut pekerja, jika dibayar Rm1100 syarikat akan memberhentikan beberapa pekerja dan menukar kepada tiga shift. Jika Rm1000, semua akan ada kerja. Maka pekerja sanggup diam demi menjaga pekerjaan mereka. • Perkiraan gaji lebih juga tidak berpatutan atau setaraf Rm1100
9.	IC Security Service Sdn Bhd	No 2-1, Jalan 4/27F off, Jalan Genting Klang Wangsa Maju 53000 K.L	<ul style="list-style-type: none"> • Pernah memfail kes di JTK kerana perkiraan OT tidak dipatuhi mengikut Akta Pekerja. Sepatutnya 8jam kerja biasa dan 4jam OT. Tapi syarikat ini hanya membayar 2.5jam Ot sahaja. • Menang di JTK. • Tapi masih berdegil kerana masih gunakan perkiraan OT 2.5jam sahaja sehingga kini.
10.	IMAN Security Sdn Bhd	No 10-1, Jalan 4/27F, Off Jalan Genting, Klang, 53000 Wangsa Maju K.L.	<ul style="list-style-type: none"> • Merupakan Majikan yang sama syarikat IC Security sdn bhd. • Isu yang sama. Perkiraan OT hanya 2.5jam sahaja. Sepatutnya 4jam OT.
11	AYS PROTECTION SDN BHD 718733 – T Sekolah2 di Daerah Kinta Utara	No. 53-2-2A, Tkt 2, Jalan Medan PB 2B, Seksyen 9, 43650 Bandar Baru Bangi, Selangor Tel: 03 89202232	Kiraan OT yang salah Tidak ada Cuti tahunan
12	Nur Nizam Jaya Trading TRO 145849 - A	29 Jalan Damai Taman Idris, 30100 Ipoh	Lewat bayar gaji; sebulan lewat pun ada
13	Mega Security Services Sdn Bhd 1067435- H Sekolah2 di Daerah Ulu Kinta	No, 2E-2-07 Jalan Rawang Mutiara 3, Rawang Mutiara Business Centre 2, 48000 Rawang Tel: 0360941890	Lewat bayar gaji Potong EPF tetapi tidak carum
14	Anggerik Villa Enterprise Sekolah di Daerah Ulu Kinta		Tidak bayar gaji minima
15	Henry Butcher Malaysia (Mont Kiara) Sdn Bhd	5 th Floor, Penthouse, Wisma RKT, Block A, No. 2, Jalan Raja Abdullah, Off Jalan Sultan Ismail,	Tidak bayar gaji minima Tiada EPF & Socso Tiada cuti tahunan Tiada cuti sakit

		50300 Kuala Lumpur WP	
16	Lovely Maisha House NS 0105762-D	PT 128170 Laluan Wirajaya Timur 19, Taman Rapat Perdana 31150 Ipoh	Tidak bayar gaji minima baru untuk Jan 2019 Cuti tahunan 8 hari setiap tahun untuk ketiga-tiga tahun kontrak Ada pekerja yang ditinggalkan dari caruman EPF Tiada penyata gaji yang rasmi, kertas yang diberi tidak boleh dipakai untuk tujuan rasmi.
17	Bazlan Security Sdn Bhd Sekolah2 di Daerah Perak Tengah (kontrak antara 2013 – 2015)	PT 7224 Aras 1, Taman Mesra, Jalan Persiaran Raya, 18300 Gua Musang, Kelantan	Ada Perintah Mahkamah Buruh yang mengarah syarikat membayar RM107, 595 untuk baki gaji minima dan baki gaji OT kepada 33 pengawal keselamatan. Kontraktor tidak patuhi dan tidak dapat dikesan di alamatnya.
18	Norssa Enterprise (kontrak antara 2016 – 2018)	No. 20 Medan Niaga MDPT, Simpang Empat, 36500 Kampung Gajah	Bayar gaji lewat. Buang pekerja yang menyoalnya tentang hak pekerja yang dilanggar.
19	One Mission Security Services Sdn Bhd Sekolah2 di Kedah (kontrak antara 2016 – 2018)	No 6-B, Tingkat 2, Jalan P9b 1/2, Presint 9, 62250 Putrajaya Tel: 03-8881 1016	Bayar gaji lewat, tidak bayar gaji minima
20	Tunggak Titiwangsa Enterprise (kontrak antara 2015 – 2017)	LOT 10252, KG SADANG, PERAK TENGAH, 32800 PARIT	Tidak bayar gaji minima baru untuk 5 bulan pada tahun 2016 - jumlah RM500 setiap pekerja.

- THE END -



SUPPORTED BY



USAID
FROM THE AMERICAN PEOPLE



U.S. EMBASSY
KUALA LUMPUR