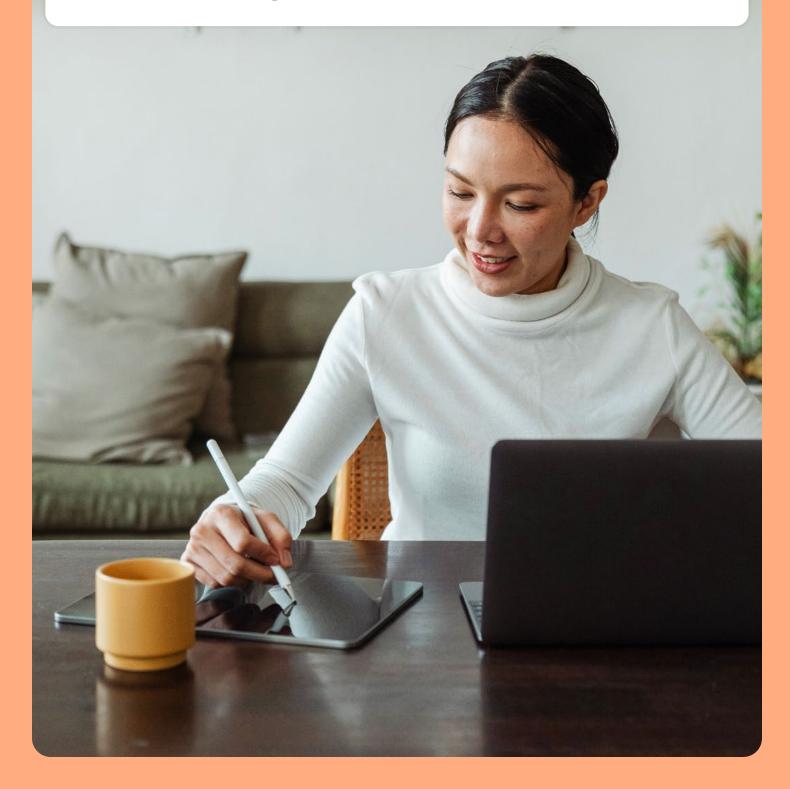




# The essential guide to HR compliance in Malaysia



# Contents

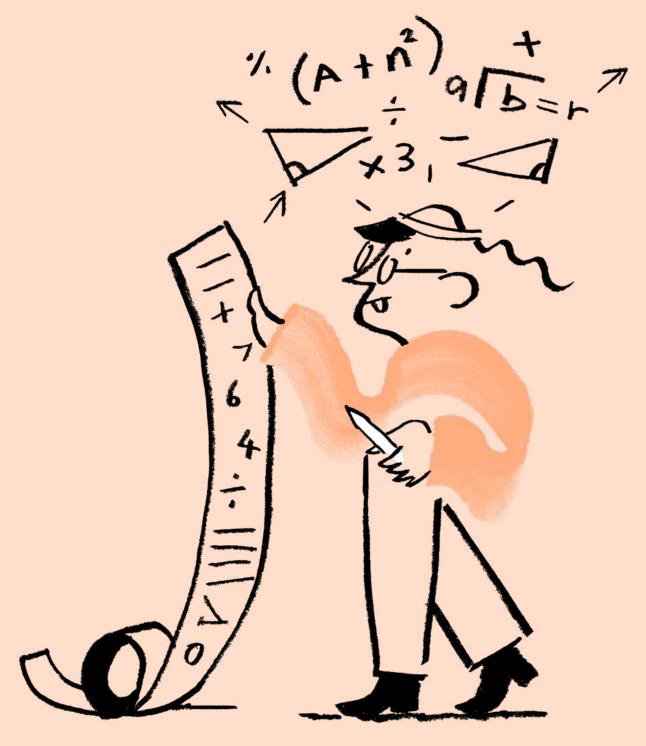
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#### Disclaimer:

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# Introduction



Employment law is complex — and as a small to medium sized business owner in Malaysia, it can be hard keeping a close eye on compliance and legislative updates when you already have a long list of other priorities.

Malaysia has the world's second most complex HR and payroll practices — characterised by frequent changes in HR and payroll legislation, as well as uncertainty surrounding the interpretation of laws and policies.

It's often a difficult and tedious process looking for different statute documents and amendment acts, as they are not housed together on a single government website for easy public access. Needless to say, being a business owner or HR professional in Malaysia isn't easy.

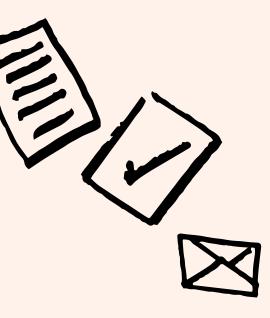
Most entrepreneurs don't start a business with the intention of being an employer, but as a business scales, HR and employment compliance becomes a crucial part of business success. If neglected, it could lead to disastrous consequences.

We want to see Malaysian businesses grow and thrive. When your HR is run the right way, you can avoid time-consuming and stressful penalties that could jeopardise your business. Proactive HR compliance is important, so you can recognise and resolve HR mistakes before they become serious problems.

We're here to help make things easier for you, so you can focus on more strategic tasks and worry less about compliance. That's why we've put together this essential guide of HR compliance tasks.

Together, we'll walk through what to do and what not to do, so that you can identify and resolve HR concerns before they spiral out of control; helping you avoid costly litigation fees, settlement sums, and negative media attention.

- The Team at Employment Hero



# General overview

As an employer or business owner in Malaysia, you'll want to understand the Employment Act (1955) clearly to ensure compliance. It is the main legislation on labour matters in Malaysia, and outlines the rights of employees and employers, and their obligations under the law.

Recent amendments have also been made — the Employment (Amendment) Act 2022 was originally slated to come into effect from 1st Sept 2022, but enforcement of the amendments have been postponed to 1st Jan 2023 instead. This was decided by the Cabinet after industries and employers have unanimously asked for the postponement.

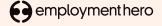
Take note however, that the Employment Act is not applicable to <u>Sabah</u> and <u>Sarawak</u> as they have their own Labour Ordinances respectively.

The enforcement structure of Malaysia's employment law comprises the Director General of the Industrial Relations Department, who reports to the Minister of Human Resources — who decides on referrals to the Industrial Court.

Malaysia's statutory regime has caused confusion with multiple amendments, but it has since been left to the courts to interpret the law accordingly with the modern business environment.

# Other sources of employment law in Malaysia include:

- → Weekly Holidays Act 1950
- → Contracts Act 1950
- → Holidays Act 1951
- → Factories and Machinery Act 1967
- → Industrial Relations Act 1967
- → Income Tax Act 1967
- → Employment (Restriction) Act 1968
- → Employees Social Security Act 1969
- → Employment (Termination and Lay-off Benefits) Regulations 1980
- → Employees Provident Fund Act 1991
- → Occupational Safety and Health Act 1994
- → Human Resources Development Act 2001
- → Employment (Part-time Employees) Regulations 2010
- → National Wages Consultative Council Act 2011
- → Minimum Retirement Age Act 2012
- → Children and Young Persons (Employment) (Amendment) Act 2018
- → Minimum Wage Order 2022
- → Employment Insurance System (Amendment) Act 2022
- → Employees' Social Security (Amendment) Act 2022



# What law governs employees who don't fall under the Malaysian Employment Act?

Employees who don't fall under the EA, often referred to as 'Non-EA employees', will be governed by the terms of their employment contract or contract of service, subject to other statutory provisions such as minimum retirement age, Social Security Organisation (SOCSO) payments, and Employees Provident Fund (EPF) where applicable.

In essence, employers are free to set out any benefits they want for Non-EA employees, and employees who accept and sign the employment agreement are assumed to agree to those terms. The standard practice for most employers nonetheless, has been to confer the same rights and benefits to all employees, regardless of whether they are covered by the EA or not. This is inclusive of sick leave, maternity leave, annual leave and more.



# Basic rights of employees

The Employment Act (EA) covers all employees in Malaysia, irrespective of wages or occupation. Domestic servants are excluded from the coverage.

However, employees earning above RM4,000 per month are exempted from certain provisions in the Act, such as:

- → Overtime rates for employees working on rest days;
- → Overtime rates outside working hours;
- → Allowance for shift-based work;
- → Overtime on public holidays;
- → Overtime for half working days on holidays; and
- → Termination, lay-off, retirement benefits.

Gig workers are also covered by the Employment Act. An individual is considered under law to be an employee if the following conditions are met, regardless of whether there is a written contract.

#### The conditions are:

- → Their manner of work is subject to the supervision or control of another person;
- → Their working hours are under the supervision or control of another person;
- → They receive tools, supplies, or equipment from another individual to do a task;
- → Their work is a crucial component of another person's enterprise;
- → Their effort is made purely for another person's profit; or
- → They receive compensation for the task they perform on a regular basis, and this compensation makes up most of their income.

#### Here's an overview of the basic rights of employees in Malaysia:

#### **Basic rights**

#### **Working hours**

Employees should not be required to work:

- → More than 8 hours a day;
- → More than 5 consecutive hours without a break of at least 30 minutes;
- → More than 45 hours in a week; and
- → More than a spread of 10 hours in a day.

However, exceptions apply, in the case of:

- → Accidents, actual or threatened, in the place of work;
- → Work essential to the life of the community;
- → Work for the defence or security of Malaysia;
- → Urgent work to be done to machinery;
- → An interruption of work which was impossible to foresee; or
- → Work in any industrial undertaking essential to the economy of Malaysia or any essential service as defined under the Industrial Relations Act.

### **Basic rights**

### Overtime pay

Any number of hours of work carried out in excess of the normal hours of work per day will be classified as overtime work.

Overtime entitlements for employees are as follows:

Normal work day, but working in excess of normal working hours	1.5 times hourly rate
Rest day, but working normal working hours	For employees employed on a daily, hourly or other similar rate of pay:  → If work does not exceed half the normal hours of work: 1 day's wages at the ordinary rate of pay  → If work is more than half but does not exceed normal hours of work: 2 days wages at the ordinary rate of pay  For employees employed on a monthly or weekly rate of pay:  → If work does not exceed half the normal hours of work: half the ordinary rate of pay  → If work is more than half but does not exceed normal hours of work: 1 day's wages at the ordinary rate of pay
Rest day, but working in excess of normal working hours	2 times hourly rate
Public Holiday, but working normal working hours or less than normal working hours	2 days wages at the ordinary rate of pay
Public holiday, but working in excess of normal working hours	3 times hourly rate

For non-EA employees, employers can stipulate relevant provisions relating to overtime rates within their employment contracts.

According to the Employment Act, the ordinary rate of pay on a monthly basis shall be calculated by dividing the monthly salary with 26 working days.

### **Rest days**

Employees are entitled a whole day of paid rest leave every week, or as determined by the employer.

However, if the employee has to work on the rest day, or overtime on the said rest day, they must be paid at least twice their daily rate.

### **Basic rights**

#### **Public holidays**

Employees are entitled to 11 gazetted public holidays, 5 of which must be:

- → National Day;
- → Birthday of the Yang di-Pertuan Agong (The King's birthday);
- → Birthday of the Ruler or the Yang di-Pertua Negeri of the state (Head of State) where the employee works;
- → Worker's Day/Labour Day; and
- → Malaysia Day.

The other 6 can be chosen by the employer from the <u>list of gazetted public</u> <u>holidays</u>. If a particular public holiday falls on a rest day (usually a Sunday), the next working day immediately thereafter should be recognised as a public holiday in substitution.

In addition to the 11 gazetted public holidays, employees are also entitled to any public holiday declared under Section 8 of the Holidays Act 1951.

If any of the 11 public holidays or substituted days falls within the period during which an employee is on sick or annual leave, the employee is entitled under the EA to be granted another day as a paid holiday, in substitution for the public holiday they missed.

#### **Annual leave**

The minimum requirements for annual leave are:

Length of service	Annual leave entitlement
More than 1 year but less than 2 years	8 days
2 years or more, but less than 5 years	12 days
More than 5 years	16 days

It can also be prorated, if an employee has worked less than a full year in that calendar year.

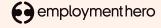
While on annual leave, employees are still entitled to sick or maternity leave. In applicable cases, the annual leave should be cancelled, and the alternative leave type should be taken instead. Employees can also be paid in lieu of annual leave at the request of the employer, but they must agree in writing.

# Sick leave and hospitalisation leave

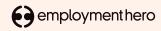
The minimum sick leave entitlements are:

Length of service	Annual leave entitlement
Less than 2 years	14 days
2 years or more, but less than 5 years	18 days
More than 5 years	22 days

In cases where hospitalisation is required, employees covered under the Employment Act are entitled to **60 days** of hospitalisation leave per year, **on top of paid sick leave entitlement**. This must be certified by a registered medical practitioner, officer, or dental surgeon.



	Basic rights
Maternity leave	The length of paid maternity leave has been increased from 60 consecutive days to 98 consecutive days now. However, it shall not commence earlier than 30 days immediately preceding her confinement, or later than the day immediately following her confinement.
	In addition, a female employee may, with the consent of her employer, commence work at any time during the maternity leave — if she has been certified fit to resume work by a registered medical practitioner.
Paternity leave	Although there was no statutory requirement previously for employers in Malaysia to provide paternity leave to new fathers, thanks to the Employment (Amendment) Act 2022, married male employees are now entitled to seven consecutive days of paternity leave.
Salary	Every employer must complete salary payments to employees within 7 days after the last day of any wage period. Wage periods are typically one month, but may vary with employment contracts.
	In this context, salary payments include the basic wage and other cash payments as per the employment contract — but excludes allowances, deductions, and other expenses incurred.
Employees Provident Fund (EPF) contributions	Employers are required to pay both the employees' and the employer's share to the EPF, and can deduct the employee's share from their salary.  Monthly payments must be made on or before the 15th of each month.  The contribution rates for each employee differs, depending on their age,
	salary, and citizenship status.
SOCSO (Social Security Organisation)/ PERKESO (Pertubuhan	Employers are required to pay monthly contributions for each eligible employee, and employee contributions must be deducted from an employee's wage, in line with <u>rates that have been outlined</u> in the Employees' Social Security Act (1969).
Keselamatan Sosial)	Contribution rates generally depend on the employees' age (whether they are older or younger than 60) and their rate of pay.
Employee Insurance System (EIS)	EIS contributions must be deducted from an employee's wage, and also paid by the employer on the employee's behalf. You can find the contribution rates <a href="here">here</a> .
Human Resources Development Fund (HRDF)	The HRDF levy is a mandatory contribution if you employ ten or more people, established under the <u>Human Resources Development Act</u> . The levy is currently paid at a rate of 1% of each employee's total monthly wages (including allowances).
	The fund supports the training and upskilling of employees, apprentices and trainees. Exceptions apply.



## **Basic rights**

## Monthly tax deductions (PCB/MTD)

Employers must make a monthly tax deduction directly from an employee's remuneration. This is also referred to as Potongan Cukai Bulanan (PCB). It is an employer's responsibility to send this tax to the Inland Revenue Board of Malaysia (IRBM/LHDN) on their employee's behalf on or before the 15th day of the next month.

Income tax rates vary on the employee's remuneration. You can calculate your employee's PCB by using an <u>LHDN-verified payroll system</u>.

# Requests for flexible work arrangements

Employees can now submit a written application to their employer, for a flexible working arrangement to vary the hours of work, days of work, or place of work.

Employers who receive such applications will be required to approve or refuse the application within 60 days, and inform the employee of the decision made in writing. If the application is refused, the employer must provide valid grounds for refusal.

## Sexual harrassment complaints

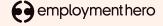
Under the Employment Act, an employer is required to inquire into all complaints of sexual harassment, regardless of whether the employee involved is an EA or Non-EA employee.

The Employment (Amendment) Act 2022 has also further stipulated that employers are required to conspicuously exhibit a notice to raise awareness of sexual harassment in the workplace.



# Quinn's Hero Tip

It can be complicated, but compliance is one of the most critical parts of running a business. Employment Hero can help. Our <u>HR</u> and <u>payroll software</u> simplifies compliance so you can feel confident you're doing things the right way. Designed by employment law specialists, our platform can help you navigate salary payments, leave management, reporting and more. Lower the risk of human error and streamline time-consuming admin tasks with our automation tools.



# **Employment contracts**

In Malaysia, any employment that lasts longer than one month requires a formal written contract according to the Employment Act. The contract should specify crucial terms of the contract of service between the employer and employee, such as:

- → Work scope;
- → Work location;
- → Wage rate;
- → Wage period;
- → Employment benefits;
- → Public holidays;
- → Annual leave;
- → Sick leave:
- → Maternity and paternity leave;
- → Confidentiality clauses;
- → Termination and dismissal;
- → Retirement; and more.

You should also consider including any specific conditions or clauses to protect and/ or benefit you as the employer, such as:

- → A confidentiality clause to protect trade secrets, intellectual property and confidential information
- → A non-compete clause to prevent your employee from leaving to work for a competitor
- → A non-solicitation clause to ensure you maintain full ownership of client relationships
- → A trial or probationary period to ensure the employee is the right fit for your business
- → A code of conduct and/or dress code that you'd like to see your employee follow

Employers must keep all labour contracts for at least six years after the contracts have expired. An employment contract also cannot restrict an employee's rights to participate or join trade unions.

In Malaysia, an oral contract can also be accepted as employment, as provided by the Contracts Act 1950 and Employment Act 1955. However, oral contracts can be difficult to prove and enforce, and hence written contracts are recommended to avoid future disputes over the existence of the contract, and terms agreed by both parties.

Even if a contract of service is signed and agreed upon by both parties, Section 7 of the EA states that terms which are less favourable shall be substituted by those prescribed under the EA. Section 20 of the Industrial Relations Act 1967 also states that employees can only be terminated with 'just cause or excuse'.

Such employment laws help to safeguard the interests of employees against non-favourable contractual terms. The creation of such employment contracts also allow future disputes to be resolved via the Labour Court or Industrial Court.

# Minimum Wage Order taking effect from 1 Jan 2023:

From 1 Jan 2023, the minimum monthly wage payable to an employee will be **RM1,500** across the board for all employers, regardless of whether you employ less than five employees or more. Do take note however, that this order is not applicable to domestic servants.



Did you know that Employment Hero has an easy paperless onboarding feature? This feature can support you in quickly putting together a fully compliant digital employment contract that can be signed electronically anytime and anywhere by your new hire. Making the switch to electronic employment contracts not only helps you create an impressive candidate experience, it also saves your HR team valuable admin time. Your new starter can also feel the rush of excitement that comes with signing on to your team, without the burden of heavy paperwork.



# Workplace policies



Workplace policies are a critical aspect of your employment toolkit — they help you articulate your organisation's mission and values, and set the standard for expected employee behaviour and performance. They also help to provide a decision-making framework, so you can ensure integrity and fairness when issues arise, as well as minimise legal, financial, and safety risks for you and your business.

A policy is only effective if properly communicated and uniformly enforced to all employees. Ensure that your employees are aware of the policies, understand how to comply with it, and the consequences if they breach it. Make sure employees sign off on each policy, acknowledging that they understand it completely.

Should you wish to terminate an employee for breaching a workplace policy, it's essential that there's evidence to prove that the employee was aware of the policy but did not comply with it.

Some workplace policies that you may consider for your business include:

- → Code of Conduct
- → Health and Safety Policy
- → Recruitment Policy
- → Digital Policy
- → Alcohol and Drug Policy
- → Discrimination, Bullying and Harassment Policy
- → Use of Internet and Social Media Policy
- → Grievance Handling Policy
- → Leave Policy
- → Performance Management Policy
- → Discipline and Termination Policy
- → Working From Home Policy
- → Social Functions Policy

Where necessary, you can also choose to issue a non-disclosure agreement (NDA) to employees. Otherwise known as confidentiality agreements, they help to protect a company's data and ability to maintain a competitive advantage.

A legally binding contract between a provider and recipient of confidential material, knowledge, or information, NDAs allow businesses to work on innovative ideas and processes without letting them fall into the hands of their competitors.

They should typically include essential terms like:

- → Scope of agreement
- → Obligations of signatories
- → Duration
- → Prohibition against assignment
- → Limitation of liability



Phew, that's a lot of policies! We know that sitting down to write all these policies can be a daunting task, that's why the Employment Hero platform has plenty of policy templates created by HR experts. Customise them to your business and send them out to all your staff with one click.

Your policies should apply to all employees and be easily accessible at any time. With the Employment Hero platform, you can easily add them to an employee's profile during the onboarding process. They can then view it and acknowledge it in their own free time.

# Termination and dismissal

Please note: In any case of termination or dismissal, we strongly advise consulting an employment lawyer to get personalised advice to your specific situation.

A lawful dismissal requires valid and substantive justifications, as well as a fair procedure. Per Section 20(1) of the Industrial Relations Act 1967, employees can only be dismissed with 'just cause or excuse'. Whilst 'just cause or excuse' is not defined by the statute, in general, the most common reasons for termination or dismissal include:

- → Misconduct;
- → Retrenchment;
- → Poor performance;
- → Retirement;
- → Expiry of a fixed-term contract;
- → Resignation; and
- → Mutual agreement.

Employees must be given due notice of termination when dismissed, as well as the justification for it. Both parties must follow the terms and conditions for termination as stated in the contract of service, with regards to notice periods and compensation. If the notice period is not stated in the contract of service, employers should abide by the statutory provision in Section 12(2) of the EA.

The notice period should not be less than:

- → 4 weeks' notice if the employee has been employed for less than two years;
- → 6 weeks' notice if the employee has been employed for two years or more but less than five years; and
- → 8 weeks' notice if the employee has been employed for five years or more.



# Termination due to employee misconduct

If the termination of an employee's contract is due to misconduct, employers **must** hold a formal inquiry before taking any disciplinary action, as per Section 14 of the EA.

There is no fixed procedure you need to follow for an inquiry, but as a general guide:

- → The employee should be told of their alleged misconduct.
- → The employee should have the opportunity to present their case.
- → The person hearing the inquiry should not be in a position which may suggest bias.

In accordance with the EA, employers may suspend the employee from work for a maximum of 2 weeks to carry out the inquiry. Employers will also be required to pay the employee at least half their salary during their suspension period.

If no misconduct is found, employers are required to restore the full salary (that was withheld during the suspension period) to the employee.

However, if the inquiry establishes misconduct, employers can either:

- → Downgrade the employee;
- → Dismiss the employee without notice; or
- → Impose any other lesser punishment as deemed just and fit, and if a punishment of suspension without wages is imposed, it shall not exceed a period of two weeks.



# Termination due to an employee's poor performance

In the case of an employee's poor performance, employers bear the burden of proof to show that they have given the employee time and opportunity to improve, before resorting to termination as a final option.

There are several conditions that need to be fulfilled by the company before firing an employee, as shown in the case of IE Project Sdn Bhd v Tan Lee Seng [1987]:

- → The employee must be given sufficient notice or warning about his poor performance.
- → The employee must be given reasonable opportunity and time to improve his work performance.

Despite sufficient notice and opportunity to improve, the employee failed to improve his work performance.

# Performance improvement plan (PIP)

A performance improvement plan is a management tool used when an employee is deemed to be <u>severely</u> underperforming in their role. It usually comes into play only when warning letters have proven to be ineffective. However, it should be used as a commitment to help the employee improve, and not for a frustrated manager to kickstart the termination process of an employee.

HR will get involved to determine whether a PIP is an appropriate response to the current situation, and if so, will administer all PIP reviews together with the manager to prevent any bias. HR should also be providing guidance to both managers and employees throughout the entire duration of the PIP process.

Having a PIP benefits both employers and employees, by ensuring that there is clarity and transparency regarding an employee's responsibilities, expectations, and the potential consequences of persistent underperformance — which includes dismissal.

PIPs usually last for 3 months with regular reviews, but can be extended further if deemed necessary. How to kickstart a performance improvement plan you ask? Here are some steps to guide you:

# 1. Identify the areas of improvement that need to be addressed

What are the key reasons that necessitate a PIP? Is it something that can be corrected with additional training? Or is it quantifiable goals that can be reached with practical steps — like sales targets?

The manager involved should create a draft

## 2. Create a draft plan

plan, outlining SMART goals (specific and measurable objectives that are achievable, relevant and time-bound). The plan should also dictate a reasonable timeframe to reach these goals, and outline what the company will do to assist the employee, such as providing additional resources or training. It should also detail how often reviews will be conducted — usually weekly, but depends on the circumstances. The consequences of not reaching these goals should also be stated clearly so the employee is aware, such as a demotion,

## 3. HR to review the draft plan

transfer, or termination of contract.

Once the draft plan is complete, HR should review it to ensure that it is not unfair or biased against the employee. The performance issues should be clearly pointed out and well-substantiated, the timeframe and objectives should be reasonable, and the employee should be given the proper tools and training to succeed. The plan needs to be attainable, not unreachable.

## 4. Implementation of the PIP

It's probably up top in the list of most painful meetings, but once the plan is complete, it is crucial to communicate it to the employee, and ensure that both the manager and employee are committed to making it work. Any feedback from the employee should be listened to, and changes should be made if necessary, before submitting it to HR for a final review.

Once HR has reviewed any changes, both the manager and employee should sign off on the final plan and HR should be given a copy.

## 5. Progression of the PIP

Throughout the duration of the PIP, all progress meetings should be held as scheduled. Any relevant progress should be documented and discussed, and it's crucial to identify if improvements have or have not been made.

Employees should be encouraged to lead these meetings, so they can give an accurate assessment of how they are doing, any realisations they have, and where else they may need help or guidance to succeed.

#### 6. Conclusion of the PIP

As the PIP draws to a close, employers need to evaluate the progress thus far and determine the outcome. If the employee has met the objectives, made significant improvements and maintained a positive attitude throughout the PIP, they should be allowed to continue employment. However, if the employee's performance does not improve, or even worsens, then a possible reassignment, demotion, or termination should be considered.

If the employee has been committed towards improving but falls slightly short of the objectives, you can also provide the option of extending the PIP.

# Wrongful dismissal

In unfair dismissal cases, such as in the case of constructive dismissals or forced resignations, the burden of proof lies with the employer to show that they have a justifiable reason for dismissing the employee, and that the dismissal process was carried out fairly.

Employees who believe that they were fired without reason or justification can file a written request with the Department of Industrial Relations (IRD) within 60 days of their dismissal. The department will appoint an officer to act as a mediator, and arrange a meeting with both the employer and employee to reach a settlement. If a settlement cannot be made, the matter

is then escalated to the Industrial Court.

The Industrial Court will then determine through trial if the dismissal was truly made without just cause or excuse, and grant remedies as it sees fit. Examples of remedies awarded to employees include reinstatement, or the back payment of wages from the date of dismissal up to the date of the award, with a maximum of 2 years and compensation in lieu of reinstatement.



Employees who have been unfairly dismissed are entitled to claims stated under the <a href="Employment (Termination and Lay-off">Employment (Termination and Lay-off</a></a>
Benefits) Regulations 1980, depending on their tenure of employment.



# Retirement

The Minimum Retirement Age Act 2012 (MRA Act) states that the minimum retirement age of an employee in Malaysia is <u>60 years old</u>. It applies to all employers and employees in the private sector, with the exception of the following:

- → Employees on a permanent, temporary or contractual basis by the Federal Government, the Government of any State, any statutory body or any local authorities;
- → Apprentices and probationary employees;
- → Non-citizen employees;
- → Domestic servants;
- → Part-time employees (with less than 70% the normal working hours of a full-time employee)
- → Students employed on a temporary basis;
- → Employees on fixed-term contracts of not more than 24 months (inclusive of any extension);
- → Employees on fixed-term contracts of more than 24 months but less than 60 months (inclusive of any extension) with wages of RM20,000 and above; and
- → Individuals who, before the date of coming into operation of this Act, has retired at the age of fifty five years or above and subsequently is reemployed after he has retired.

### Premature retirement

It is an offence for any employer to prematurely retire an employee before the employee reaches the minimum age of 60 years old – but exceptions and exemptions do apply. Employers shall be liable to a fine of not more than RM10,000 upon conviction.

If an employee has been prematurely retired by his/her employer, they may, within 60 days from the date of his/her premature retirement:

- → Complain in writing to the Director General of Labour; or
- → File a representation of unfair dismissal under Section 20 of the Industrial Relations Act 1967.

If the employee was terminated for any reason other than age, or if the employee voluntarily chose to retire themselves upon reaching a certain age, that will not constitute an offence. Such agreements between employers and employees should be put explicitly in writing, and agreed in the contract of service for all intents and purposes.

In certain industries where it might not be suitable for employees of old age to continue working, Section 18 of the MRA Act allows for application to be made to the Ministry of Human Resource to evaluate and exempt any employer, or class of employers, from all or any provisions of the act.

Any retirement age of less than 60 in an employment contract made before, on or after the Minimum Retirement Age Act 2012 coming into force shall be deemed void and invalid, and substituted with the minimum retirement age of 60.

# About Employment Hero

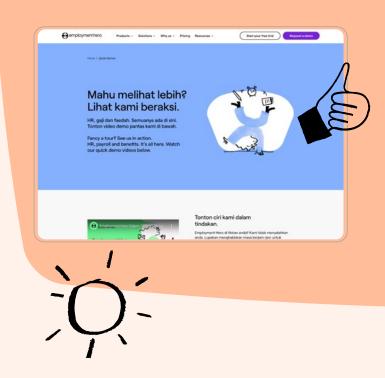
Forget spending hours on tedious HR admin, paperwork and compliance.

Watch us in action here.

Lupakan menghabiskan masa berjam-jam untuk pentadbir HR, kertas kerja, dan pematuhan yang membuang masa. <u>Saksikan kami beraksi di sini.</u>

Employment Hero is the smarter way to manage people, payroll and productivity for SMEs with big ambitions.

Employment Hero is an all-in-one HR and payroll software that empowers SMEs by providing automated solutions to help launch them on the path to success.



Employment Hero services over 80,000+ SMEs supported globally, with 750,000+ employees on our platforms. The core platform reduces admin time by up to 80 per cent.

Employment Hero is launching employers toward their goals, powering more productive teams and taking employment to rewarding new heights.

# Our features include:



For more information on how we can help transform your business book a demo today.

# WORK

The smarter way to manage people, payroll and productivity. For SMEs with big ambitions.

# EASY

