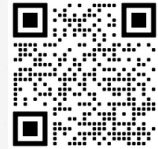




# MANAGING POOR PERFORMANCE & EMPLOYEE DISPUTES

Kuching

March 5-6, 2025



**REGISTER NOW!**  
< Scan QR code >

## COURSE OBJECTIVES

- Understand conduct that is expected by employer from employee.
- Understand contributors of poor performance.
- Learn remedial action available to manage poor performance.
- Learn definition of misconduct and common misconduct at the workplace.
- Learn importance of proper investigation, inquiry and appropriate punishment.

## TARGET AUDIENCE

- All Managers
- Executives
- Supervisors
- New Recruits and Promoted Personnel involved in the management of subordinates.

## METHODOLOGY

- Multimedia Presentation
- Interactive Lectures
- QUIZ
- Short Case Study
- Group Discussion and Presentation

## INTRODUCTION

Managing employee performance is an important aspect of supervisory/managerial control. All jobs in an organisation have acceptable standards. Employees who continually fail to achieve these standards or who contribute to lower productivity are referred to as poor performers. This group of employees lower the organisation's performance directly or indirectly and must be dealt with effectively. However, many a times when this occurs employers will instruct the HR to end the employment of employee without due process forgetting "quick to fire" approaches carries considerable risks.



**MEET OUR TRAINER  
NUR AMIRAH**

Ms. Amirah brings over 34 years of experience in Malaysia's public and private sectors, including 22 years in auditing and tax at the Auditor General Malaysia's Office and Inland Revenue Board. She specializes in helping employers navigate Malaysian Labour Laws to prevent employee-related disputes. Her practical approach focuses on building fair employer-employee relationships. Passionate about fostering a positive work environment, she works with both employers and employees to achieve harmony. Committed to delivering impactful training, she ensures participants leave feeling knowledgeable and ready to handle workplace challenges with confidence.

## LEARNING MODULES

### Module 1: Introduction

The Employment Contract (Expressed/ Implied Terms)  
Incorporated Terms  
Company Code of Conduct / Ethics  
Malaysian Laws  
Various Statutes Involving Employees  
Case Law Relevant to Employment Law

### Module 2: Contributors To Poor Performance

Personal Factors  
Job-Related Factors  
Leadership Factors  
Organizational Factors  
External Factors  
[Activity 1: Group Discussion & Presentation]

### Module 3: Grievance Handling

Definition of Grievance  
Conditions that Contribute to Grievance  
How to Handle Grievance?  
Impact of Unresolved Grievance  
[Activity 2: Group Discussion & Presentation]

### Module 4: Punishment for Poor Performance

The Law-Section 14 (1) Employment Act 1955  
Punitive Action –v-P.I.P.  
Impact of Punishment  
Face-to-Face Discussion

### Module 5: Termination of Probationer for Poor Performance

Must Have Just Cause  
Commit Misconduct  
Compliance to 3 Requirements  
(Activity 3: Case Study)

### Module 6: Disciplinary Process

Allegation of Misconduct.  
Investigation.  
Issuance of Show Cause Letter.  
Domestic Inquiry.  
Punishment.  
[Activity 4: Short Case Study]

### Module 7: Misconduct

Definition of Misconduct.  
Types of Misconduct.  
Misconduct in Employment.  
Misconduct Relating to Discipline.  
Misconduct Relating to Morality.  
Misconduct Relating to Duty.  
Poor Performance – Is It Misconduct?  
Probationer and Misconduct  
Condonation  
[Activity 5: Short Case Study]

### Module 8: Common Dispute At The Workplace

Absence:  
• Without leave  
• Prior leave application being approved  
• Medical grounds  
Habitual Late Coming  
Leaving Workplace Early  
Breach of Duty of Fidelity  
Conflict of Interest Situations  
Dishonesty  
Negligence  
Insubordination  
Violence / Fighting at the Workplace  
Sexual Harassment

### Module 9 : Dismissal Claims

Claims for Unfair Dismissal – S.20 IRA 1967.  
• Time Limit  
• Conciliation Process  
• Reference to Industrial Court  
• Jurisdiction of Industrial Court  
• Hearing  
• Remedy for Unfair Dismissal

## INVESTMENT FEE (Per Participant)

EARLY BIRD RATE	NORMAL RATE	CLOSING DATE OF REGISTRATION
RM 1690	RM 1890	EBR: One month before commencement of the course
Applicable for registrations received and paid one month before commencement of the course	Applicable for registrations received and paid after the EBR closing date	NR: One week before commencement of the course

\*The fee is not yet inclusive of 8% SST

Closing Date: February 26, 2025



The Organiser reserves the right to make any amendments that are deemed necessary in the best interest of the workshop.

Please register me/us for the workshop on

## MANAGING POOR PERFORMANCE & EMPLOYEE DISPUTES

March 5-6, 2025 | Kuching

Do you intend to utilize HRDCorp Levy for this program? **Yes / No**

Upon submission of this form, I have read and accepted the terms & conditions of this registration

### Participant 1

Name : .....  
Position : .....  
Contact : .....  
Email : .....

### Participant 2

Name : .....  
Position : .....  
Contact : .....  
Email : .....

### Participant 3

Name : .....  
Position : .....  
Contact : .....  
Email : .....

Company : .....  
Address : .....

Tel : ..... Fax : .....

### Nominating Person

Name : .....  
Position : .....

### Approving Person

Name : .....  
Position : .....

Invoice Attention to : .....

Email : .....

## TERMS & CONDITIONS:

- Fees are inclusive** of programme materials, refreshments, luncheons and certificate.
- Outstations participants** are advised to **call MRS before making any air-travels and hotel payments**. MRS shall not be liable for any loss or damage, costs or additional charges that may arise from the failure to confirm with us before making such arrangements.
- Payment, Confirmation & Admission**  
An invoice shall be issued upon receipt of your registration form. Payment is required by the early bird rate closing date or other dates stated on the invoice, whichever is applicable. Full payment is expected prior to the commencement of the course. We reserve the right to refuse admission for registration that remains unpaid. A Letter of Undertaking may be acceptable with prior notice and consent.
- Substitution/Replacement of Participants**  
Substitutions are allowed at no extra charge provided MRS is notified in writing at least 5 working days prior to the course wherein any substitution proposed thereafter, MRS may reserve its right to disallow such proposal, and any substitution which may be accorded thereafter (if any), MRS reserves its right to add an additional charge thereto.
- Cancellation of Participants**

For Paid Registrations	For Unpaid Registrations
<ul style="list-style-type: none"> <li>30 days before course: Full refund or transferable</li> <li>14 days before course: Refund minus 15% admin fee or transferable</li> <li>Less than 14 days before course: No refund but transferable</li> <li>No show: No refund and not transferable</li> </ul>	<ul style="list-style-type: none"> <li>30 days before course: No applicable admin fee</li> <li>14 days before course: 15% admin fee chargeable</li> <li>Less than 14 days before course: Full fees chargeable and transferable</li> <li>No show: Full fees chargeable and not transferable</li> </ul>

\*Transferable - to a similar or different course with the necessary top up fee should the course transferred to, is of a higher value

### 6. Postponement

While all care shall be taken to carry on the course as scheduled, there may be circumstances that may deem it necessary for MRS to postpone or merge with another similar course. In such instance, participants hereby indemnify and holds MRS harmless from any cost incurred. Payment received will not be refunded but can be credited to MRS's other courses.

### 7. Permanent Cancellation

In the event of a permanent cancellation by MRS of a course and provided the event is not postponed to a later date or merged with another course, a full refund shall be made for paid registrations and no applicable admin fee for unpaid registrations. Participants hereby indemnify and holds MRS harmless from any cost incurred.

8. Participants have read and consent to MRS processing the **registration data** in accordance with the Personal Data Protection Notice posted on [www.trainingprovider.org](http://www.trainingprovider.org). As such, they have discharged their responsibility of ensuring the information provided herein is the most up-to-date information as possible.

## MRS MANAGEMENT SDN BHD (275222-P)

### KUALA LUMPUR CORPORATE OFFICE

Suite 33-01, 33rd Floor, Menara Keck Seng,  
203, Jalan Bukit Bintang, 55100 Kuala Lumpur, Malaysia

☎ +603-2116 5961 📠 +603-2116 5999

### KUCHING OFFICE

Milan Square, Lot 48, Level 1,  
Jalan Wan Alwi, 93350 Kuching,  
Sarawak, Malaysia

☎ +6082-265 628/9  
🌐 [www.trainingprovider.org](http://www.trainingprovider.org)  
✉ [kristine.mrstraining@gmail.com](mailto:kristine.mrstraining@gmail.com),  
✉ [robin.mrstraining@gmail.com](mailto:robin.mrstraining@gmail.com)

Signature & Company Stamp

Date

[www.trainingprovider.org](http://www.trainingprovider.org)

M W E F FB EB1 EB2 S S1