

Course Introduction

Effective management of workplace misconduct is critical to maintaining organizational discipline, ensuring fairness, and upholding legal compliance.

This comprehensive training module is designed to equip participants with the skills and knowledge necessary to conduct domestic inquiries (DIs) with integrity, adhering to Malaysian employment laws and best practices.

The programme delves into the essential elements of domestic inquiry processes, from understanding legal frameworks to mastering inquiry procedures, ensuring that every step is fair, transparent, and impartial. By emphasizing integrity and ethical decision-making, the training aims to reduce the risk of wrongful dismissal claims and disputes escalating to the Industrial Court.

Learning outcome

At the end of the course, participants will be able to:

- Understand the legal and procedural framework for conducting domestic inquiries in Malaysia.
- 2. Gain knowledge of fair investigation principles and ethical standards.
- Learn how to collect and evaluate evidence effectively.
- 4. Master the art of conducting fair and transparent inquiry proceedings.
- 5. Avoid common pitfalls that could lead to wrongful dismissal claim

Training Methodology

Interactive presentation, Video presentation and case studies.

Course Outlines

Module 1: Fundamentals of Domestic Inquiry

- 1. Definition and purpose of a domestic inquiry.
- 2. Legal framework in Malaysia: Industrial Relations Act 1967, Employment Act 1955.
- 3. The principles of natural justice: audi alteram partem (hear the other side) and nemo judex in causa sua (no one should be a judge in their own cause).
- 4. The importance of integrity and fairness in the process.

Module 2: Preparing for the Domestic Inquiry

- Identifying triggers: misconduct vs. performance issues.
- 2. Drafting charges and framing allegations.
- 3. Appointing the panel: roles and responsibilities (investigator, prosecutor, panel members).
- 4. Ensuring compliance with company policies and relevant laws.

Module 3: Conducting the Inquiry

- Opening the proceedings: explaining roles and charges.
- 2. Examining witnesses: questioning techniques and handling hostile witnesses.
- 3. Managing documentary and circumstantial evidence.
- 4. Ensuring procedural compliance during the inquiry.

Module 4: Decision-Making and Reporting

- 1. Evaluating evidence and testimonies objectively.
- 2. Drafting inquiry findings and recommendations.
- 3. Common errors and biases to avoid.
- 4. Communicating the outcome and next steps to all parties.

Module 5: Common Pitfalls and Case Studies

- Missteps in domestic inquiries that lead to Industrial Court cases.
- 2. Case studies of successful and flawed inquiries in Malaysia.
- 3. Learning from Industrial Court judgments.

About the trainer: MR. MUHAMAD NAZRI BIN SHAIDON

Mr. Muhamad Nazri bin Shaidon currently pursuing his PhD (Doctor of Philosophy) specializing in Money Laundering and also the AML/CFT Practitioner and Trainer in Financial Institutions. He was a Financial Investigator with Central Bank of Malaysia and has experience in financial investigation relating to Money Laundering and Financial Crime Activities. He provided litigation support to Prosecution and was invited to impart AML Investigation to Law Enforcement Agencies (LEAs) in Malaysia.

He has also been accredited as a 'Certified Financial Investigator from National Coordination Committee to Counter Money Laundering (NCC) and Bank Negara Malaysia and has involved in operation conducted by a special Task force under National Revenue Recovery Enforcement Team (NRRET). He also has vast experience working with the industry and has experienced working with Global Investigation Unit covering Asia Pacific region.

WEBINAR FEE

Category	Early Bird Fee per person (RM) (applicable for participant who register and pay before 12/2/2025)	Normal Fee per person (RM)	Group Fee per person (RM)* (For 3 or more registrations from the same organization)
MAICSA Member/ Affiliate/Graduate/Student	290	340	310
Non member	440	490	460
Retired MAICSA member	170	170	170
MAICSA Member's staff***	400	400	400

Fee includes course materials in digital form and e-certificate.

Registration with HRDCorp grant, the NORMAL FEE will apply. Discounted fee is NOT applicable.

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- **(i) applicable to the staff of MAICSA member (Sponsoring Staff) of the same organisation and billing
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- (iii) The Sponsoring staff must be MAICSA active member
- (iv) MAICSA Affiliate CANNOT sponsor his/her staff.

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Email: training@maicsa.org.my
Tel: 03-2282 9276 (ext 805)
Attention: Ms Nor Falati

• Fee is payable to MAICSA

PAYMENT MODE: Online transfer

RHB Account No: 2-64-094-0000-4232

Swift Code: RHBBMYKL

Note: Bank charges for telegraphic transfer will be borne by the client.

Please email the bank-in slip/transfer advice to <u>training@maicsa.org.my</u> or fax to 603-2283 4492, for our verification and record.

Individual Registration: Full payment shall be made AFTER you have done the online registration.

Company Registration: Full payment shall be made 7 days **BEFORE** the webinar.

- Access to join the webinar shall be granted only upon full payment as per the above requirement.
- NO Letter of undertaking is accepted.

Upon successfully registration, you are deemed to have read and accepted the terms and conditions.

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WEBINAR ACCESS LINK

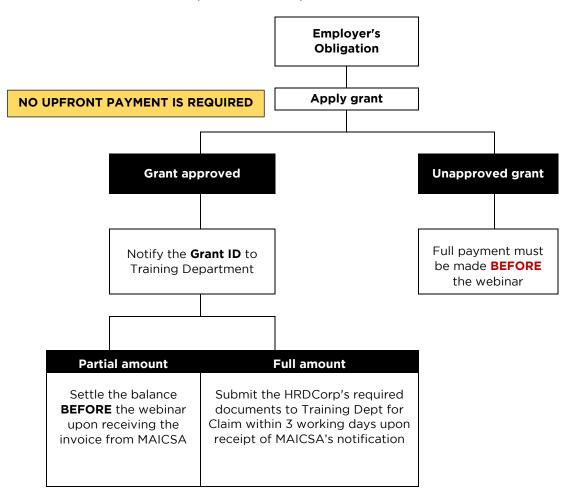
- The Access Link will be emailed at least one day before the commencement of the webinar.
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SBL KHAS
REMOTE ONLINE TRAINING (PUBLIC)
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 - Submit the feedback form within 3 days after the completion of the webinar
- Delegates may check their E-certificates from this link https://www.maicsa.org.my/resources/cpd-training/e-certificate-of-attendancee-confirmation-letter-of-attendance within 5 working days after the webinar.
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