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Long Service a Mitigating Factor Only

Abdul Latif bin Mohd Ali v Lembaga Zakat Selangor (Award Number 213 of 2018)

The Industrial Court has recently considered the principle that, while not denying that the past good service of the employee is a mitigating factor to be taken into account, the court must ask itself whether in making the decision to dismiss the employee, the employer had acted reasonably.

During its audit investigation, the employer discovered that the employee had collected RM129,990 from its finance department over a period of some eight months. The employee's services were terminated because he was found guilty of breach of trust for his failure to account for the sum of RM12,2500 he took as allowance (known as "*Tuntutan Wang Hilang Pencarian*"). This sum that he took was meant to be distributed to poor jobless Muslims who attended programmes organised by Lembaga Zakat Selangor.

The employee was an experienced executive officer for 13 years, whose main duties and responsibilities were to plan, coordinate and execute initiatives and programmes for the development of human capital among the poor Muslim community in accordance with the strategic direction and mission and vision of Lembaga Zakat Selangor.

The Industrial Court held that, as an executive officer, the employee had failed to exercise the responsibilities and accountabilities expected of someone in his position and had chosen to blatantly ignore the code of conduct put in place to safeguard the institution and its interests. On the facts of the case, the Industrial Court held that his long service of 13 years was not a sufficient mitigating factor and that the employer's decision to dismiss him was reasonable in the circumstances and would not interfere with it.

The employer was represented by partner [Shariffullah Abdul Majeed](#) of [Lee Hishammuddin Allen & Gledhill](#).

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