



## Navigating Industrial Disputes: Legal Perspectives and Precedents

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ARTICLE INFO	ABSTRACT
Received: Oct 5, 2024 Accepted: Nov 15, 2024	The rapid advancement of artificial intelligence (AI) technology has ushered in a new era across various domains, including the legal landscape. Within the realm of labour law, the integration of AI poses multifaceted challenges, particularly in the context of employee protests and disputes with employers. In this evolving digital landscape, employees may leverage AI tools as a means of organizing strikes or protests anonymously, circumventing traditional methods of identification and accountability. Therefore, the purpose of this research is to explore the complexities of Industrial Relations Disputes, focusing on how Artificial Intelligence (AI) and Industrial Relations Disputes are related to each other along with the potential resolutions within the framework of existing laws and judicial precedents. Through a comprehensive examination of relevant legal precedents, scholarly literature, and case studies, this paper aims to provide insights into the evolving dynamics of AI-driven disputes within the context of labor law. By critically assessing the compatibility of ADR with emerging technological landscapes, this research contributes to ongoing discussions surrounding the intersection of law, technology, and dispute resolution.
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### INTRODUCTION

In the context of labour relations, a Trade Dispute, as outlined in the Industrial Relations Act 1967, refers to a conflict between an employer and their employees concerning matters about employment status, terms of employment, or working conditions. It is alternatively referred to as a labour divergence, occurring when both entities involved in labour relations seek to assert labour rights and fulfil corresponding labour obligations.

In practical terms, a trade dispute commonly emerges due to issues such as unpaid salaries, requests for higher wages, calls for improved working conditions, or claims of unfair dismissal of an employee. These disputes commonly share four key characteristics. Firstly, one party involved is an employer while the other party, often referred to as a workman, represents the employee. Secondly, a defined labour relationship exists between these two entities. Thirdly, the trade dispute occurs concurrently with the ongoing labour relations and lastly, the subject matter of the trade dispute directly pertains to labour rights and obligations.

In Malaysia, the Malaysian Industrial Relations Act 1967 (IRA) is the predominant legal reference for resolving trade disputes within labour relations. The act explicitly acknowledges the necessity for efficient mechanisms to facilitate the prompt and fair settlement of such disputes.

Section 18 of the IRA supports conciliation in trade dispute resolution. Under Section 18(3). The Director General can step in if a dispute seems unlikely to be settled through negotiation. They can take action to promote a resolution, even if the dispute hasn't been formally reported. If the DirectorGeneral believes the dispute won't be resolved, they inform the Minister. The Minister can then

refer the dispute to court if necessary. However, disputes involving government or statutory authority services need consent from the Yang di-Pertuan Agong or relevant State Authority for referral.

To simplify the settlement of trade disputes, Section 30(5) of the IRA directs the Industrial Court to prioritize the substance of a trade dispute over technicalities, aiming for a fair and equitable resolution. It mandates the court to decide based on principles of fairness and justice, reflecting the government's commitment to social justice for the workforce. Additionally, Section 30 (6) of IRA grants the court broad powers to settle disputes. It allows the court to consider matters beyond those initially raised by the parties, including anything it deems necessary or beneficial for resolving the dispute.

However, before resorting to the formal adjudication process of the Industrial Relations Court, it is essential to consider preliminary steps and explore alternative avenues for resolving disputes. This approach is in line with the evolving landscape of labour laws and regulations, which increasingly stress the importance of proactive and collaborative methods for addressing conflicts in the workplace.

These initial steps and alternative methods, based on negotiation, mediation, and arbitration, can help parties have constructive discussions and reach outcomes that satisfy everyone involved. Moreover, the integration of Artificial Intelligence (AI) nowadays as well can enhance these dispute-resolution processes by providing data-driven insights, facilitating more informed decision-making, and streamlining communication between parties.

The emergence of Artificial Intelligence (AI) introduces a new dimension to the dynamics between employer and employee. AI influences industrial relations disputes in multifaceted ways. Its implementation can lead to concerns about job displacement, worker autonomy, algorithmic bias, and data privacy, among other issues. However, AI also offers opportunities for innovative dispute resolution methods.

## **BACKGROUND & LITERATURE REVIEW**

In this section, we will be doing review through various journals written by scholars in regards to ADR and AI.

The first paper, *The Use Of Alternative Dispute Resolutions (ADR) In Employment Conflict – Malaysia Case* where it is mentions that ADR is frequently used in Malaysia as a crucial method for resolving disputes. ADR is frequently used in labour disputes to support the persuasive and negotiating processes that lead to mutual agreement and voluntary compliance.

In *Mediation On Industrial Relation Dispute And Its Relation With Relative Authority In The Legal Proceedings Process*, the author discusses instances of alternative dispute resolution (ADR) in labour-related conflicts, including jurisprudence, opinion of the expert, arbitration, mediation/conciliation, and negotiation. According to the author, although litigation in ordinary courts has a longer-lasting legal effect, there is no way for the case to be appealed or classified to the Supreme Court. This strategy may also create additional problems, and drag out the proceedings, resulting in high expenses, and sour relations between the parties in dispute.

The fourth paper is *The State Intervention Of Dispute Resolution System And The Significant Use Of Alternative Dispute Resolution (ADR) In Malaysia*. This article indicates the proportion of cases resolved using alternative dispute resolution. From a total of 5,755 cases, the author reports that the Industrial Relations Department resolved about 56.7% of them through conciliation in 2019. The other 2528 cases were referred to the Industrial Court for arbitration.

We also look at the paper of *Advantages & Disadvantages Of Mediation And Conciliation As An Industrial Relations Dispute Resolution Option* which delves into the use of mediation in resolving industrial relations disputes as part of alternative dispute resolution. The author highlights both the benefits and drawbacks of mediation. Specifically, the author notes that mediation presents challenges as decisions are enforced in a manner akin to contract enforcement. Additionally, the success of mediation heavily

depends on the good faith of the parties involved in resolving disputes entirely. Moreover, the author emphasises the potential risk of biased decisions due to the absence of lawyers' involvement in the mediation process, which could lead to essential legal facts not being conveyed to the mediator.

In *The Use Of Alternative Dispute Resolutions in Employment Conflict*, the author discusses on Alternative Dispute Resolution (ADR) regarding the definition and its significance in dispute resolutions in Employment conflict resolution in Malaysia. The procedure and process of the ADR are identified first to prevent overlapping of areas of responsibilities. The author noted that conciliation is the most effective means although the mechanisms used in this process are slightly different.

In a research paper entitled *Putting the Artificial Intelligence in Alternative Dispute Resolution: How AIRules Will Become ADR Rules*, the authors expressed their concerns about the use of AI in ADR. This is because relying solely on automated technologies for justice isn't wise. They believe that technology can't replace human reasoning and common sense or ensure fairness and justice in dispute resolution. Some suggest limiting automation to specific types of disputes, like low-value cases or those with clear facts and established laws, such as certain traffic violations.

## RESEARCH METHODOLOGIES

This study will adopt a qualitative approach that is through armchair research whereby primary data in the form of statutory law and regulations will be used. The primary statutory law examined is the Industrial Relations Act 1967. Other than that, this study also refers to the Employment Act 1955, the Labour Ordinance of Sabah (Amendment) Act 2005, the Labour Ordinance of Sarawak (Amendment) Act 2005, and the Trade Union Act 1959. Secondary sources such as journal articles, legal texts, and online sources are also used. All the articles associated with industrial relations disputes were displayed by using the following sources: Google Scholar, Current Law Journal, and Lexis Advance, and were restricted to articles written in English.

## FINDING AND ANALYSIS

### CURRENT EXISTING LAWS & REGULATIONS

Malaysia's Industrial Court contributes to the notion of labour justice in the nation. The concept of labour justice in Malaysia is broad and encompasses several regulations that directly affect how it operates. These include the Employment Act (1955) for peninsular Malaysia; & the Sabah Labour Ordinance; and the Labour Ordinance (Sarawak CAP. 76). Employment terms and conditions are outlined in these regulations, including restrictions on the number of hours worked, compensation, weekly rest days, public holidays, annual leave, sick leave, and maternity leave. They also include maternity benefits and procedures related to layoffs or terminations. The terms of the law are enforced by administrative staff who report to Malaysia's Director General of Labour.

The Employment Act (1955), also known as the EA, is an act that establishes the legal obligations and rights of employers and employees. The EA is the main body of legislation in Malaysia on employment matters, and while it does not cover every employee, it does cover most of them. On January 1, 2023, however, the revisions to Malaysia's Employment Act 1955 [Act 265] went into effect. The amendment aims to improve and broaden the welfare and protection of all workers in the private sector in Peninsular Malaysia, including those in the Federal Territory of Labuan, regardless of their salary.

Therefore, all employees are now covered by EA 1955, regardless of their pay. The Act was previously limited to certain worker groups and employees making RM2,000 or less per month. All employees are now covered by the Act, regardless of their income, thanks to changes made to the First Schedule. Under Sections 60P and 60Q of the amended Malaysia Employment Act, employees can now seek flexible work arrangements in writing. Employers must reply to these requests within 60 days, giving justification if they are denied. The EA also covers other things such as maximum working hours for workers have been reduced from 48 hours per week to 45 hours per week excluding meal breaks. Aside from the employers and employees, EA also covered protection for gig workers and foreign workers who are working in Malaysia.

Employees are entitled to paid yearly leave under the Act. Workers with fewer than two years of experience are guaranteed at least eight days off. For those who have worked two to five years, this is extended to twelve days. The minimum paid leave for employees with more than five years of service is sixteen days.

The Labour Ordinance, or SLO, is the piece of legislation that governs employment law in Sabah and Sarawak, as opposed to Peninsular Malaysia. Under the SLO, employees in Sarawak and Sabah are eligible for several perks. Regardless of any specific provisions that may be mentioned in the employment contract, an employee is nevertheless entitled to these benefits under the SLO if they are withheld from him. SLO only applies to employees who make RM 2,500.00 or less per month, and this excludes commissions, allowances, and overtime pay. In contrast, Amendment EA applies to all employees regardless of their income. Individuals with monthly incomes over RM 2,500.00 are required to depend on common law guidelines and the provisions outlined in their employment agreements.

Similarly, the length of time a person has worked for their business determines how many days they are eligible for paid annual leave. He will be entitled to eight days of paid yearly leave if he works for a company for less than two years. He is entitled to 12 days of paid yearly leave if he has worked for the company for more than two but less than five years. He is entitled to 16 days of paid yearly leave if he works for a company for more than five years. An employee is entitled to one day's pay if he is made to work on a rest day and the amount of time he works is less than half of his regular workday. Employees are entitled to two days' wages if their work time exceeds half of their regular work hours but stays within those limits. The worker is entitled to at least twice his hourly wage if he is forced to perform overtime on his day off.

Some countries implemented the use of Artificial Intelligence (AI) in the employment law. With the advent of AI, it has the potential to increase production, efficiency, and decision-making. The complicated interaction between AI and employment law is something that both companies and employees need to be aware of since the using of the AI comes with significant risks that might result in biased hiring practices, which would be quite problematic under the current employment law. However, AI is fundamentally changing both our daily lives and our businesses. Using labour and employment law as a legal weapon, the law can direct the evident changes that artificial intelligence has brought about in the workplace. Countries like Japan and United Kingdom (UK) has published AI ethics principles and strategies for AI development, indicating a more moderate approach to the management of AI.

The UK government is concentrating on giving current regulators more authority while also establishing standards for the creation and application of AI. The UK Government's vision for an AI regulatory framework that is "context-specific" and "pro-innovation" was presented in the White Paper. The White Paper's proposed regulatory framework has been endorsed by several crosssectoral proposals. The main is that the AI systems should operate properly, regulators may need to impose restrictions on regulated firms to guarantee the technical security of their AI systems. The decision-making procedures of AI systems should also be accessible to them, and the systems should not infringe upon the rights of people or organisations, practise unfair discrimination, or provide unjust conclusions.

Meanwhile for Japan, it is expected that the digital ministers will address the human-centred approach to AI. This tactic, which could involve both regulatory and nonregulatory policy actions, has persuaded leaders all over the world to come to consensus on issues. Instead of restricting AI due to unwarranted doubts, Japan has created and modified AI-related regulations to maximise the technology's beneficial effects on society.

Malaysia may slowly follow the steps of the UK government and the Japan government to implement the use of AI systems in our Employment Law before it is widely use across the country. Regulating AI is somewhat required to prevent threats to fundamental values, but there is fear that the complexity of the regulations and their costly standards would discourage progress. The effect of AI legislation on

business may involve higher infrastructure and resource investments, depending on the sector and domain in which AI is being utilised. The government may collaborate with multiple people who are knowledgeable and interested in implementing AI into the employment law so they can provide their own insights on how to create laws that are efficient to help the AI with their employees.

## DISCUSSION

### PRELIMINARY STEP AND ALTERNATIVE SOLUTIONS

When employees find themselves dissatisfied with their employers, they have the right to lodge against them as prescribed in the Malaysian Industrial Relation Act 1967 (IRA). Section 4(1) of the IRA safeguards the right both workers and employers. Therefore, Employers or trade unions, as parties involved in the dispute, can take steps to lodge a complaint with the relevant department to seek resolution. Various techniques exist to address trade disputes, including direct negotiation, conciliation, and arbitration. Initially, employees may opt for direct negotiation as a preliminary step. However, some companies may ignore their employees and refrain from taking corrective actions. Moreover, not only that, in today's contemporary landscape, employees may explore innovative approaches such as utilizing Artificial Intelligence (AI) to voice their grievances against their employer.

There are few steps that can be taken to resolve a trade dispute. Firstly, is through direct negotiations. Negotiations will be carried out between the trade union and the employer according to the procedures stipulated in the collective agreement or in accordance with existing company procedures. However, if a resolution cannot be achieved through direct negotiations, then conciliation will take place. Since it's not easy for some parties to be deemed satisfied with the decision. Therefore, in such situations other alternative situations must be taken into consideration. In such instances, the conciliation method, mediation, and arbitration serve as a viable alternative. To underscore the importance of conciliation in trade dispute resolution, Section 18 of the Industrial Relations Act (IRA) provides guidelines for trade dispute conciliation. Specifically, Section 18(3) empowers the Director General to intervene when a trade dispute exists or is anticipated, and if it is deemed unlikely to be resolved through direct negotiations. The Director General, in the interest of the public, can take necessary steps to promote a settlement, even if the dispute hasn't been officially reported to them.

After undertaking these steps, if the Director General determines that there is no likelihood of resolving the trade dispute, they are obligated to notify the Minister accordingly. Subsequently, the Minister, either on their initiative or upon receiving the Director General's notification, may refer the trade dispute to the court if deemed expedient. It's important to note that in the case of a trade dispute within a government service or a statutory authority, the reference to the court requires the consent of the Yang di-Pertuan Agong or State Authority, as applicable.

The other alternative way is through mediation. Mediation is not a commonly used way to solve problems, and it's not specifically mentioned in labour laws. However, it's quite similar to the conciliation method as was discussed earlier where both methods require a third person to help fix the issue. The main difference is that the mediator isn't usually someone from the government. Instead, it's a person trusted and respected by both sides, like a politician or a local leader. Both parties ask this person to help solve their problem. Sometimes, a professional mediator with knowledge about work relations can also be hired. This person is skilled at bringing both sides together to find a solution. For example, if there's a disagreement between a company and its workers about changing work hours, they might agree to get a professional mediator. This mediator, chosen because they're fair and trustworthy, works with both the company and the workers to try and find a solution that makes everyone satisfied with the decision.

Another way is through arbitration. This is an alternative way when both sides can't resolve their issues on their own or with any other method. The party might use an arbitration method to settle the dispute. In arbitration, a neutral third party has the power to settle the dispute by considering the facts of the case and making a judgment. For example, in a labour dispute between a construction company and workers over an issue of salary, unsuccessful attempts at direct negotiation and conciliation lead both parties to seek for arbitration. They select a neutral arbitrator to conduct a hearing where both

sides present their cases. After careful deliberation, the arbitrator issues a binding arbitration award outlining the terms of a new collective bargaining agreement, thereby providing a resolution to the deadlock and facilitating a fair compromise between the company and the union.

However, in situations where employees remain dissatisfied with negotiation outcomes, they may pursue an alternative course of action. Specifically, employees can engage in protest as a means of addressing their grievances. The predominant form of industrial action among employees is picketing, and this activity is legally permitted according to Section 50 of the Industrial Relations Act. Picketing is allowed when workers are in a trade dispute with their employer, serving the purpose of informing the public and fellow workers about the disagreement and encouraging them not to work in the event of a declared strike. Traditionally, picketing involves bringing attention to an issue by displaying banners and placards with critical statements about the company. However, in these advancements in technology, AI might take place in the protest. AI can be used in picketing specifically through online campaign. For instance, AI can automatically generate and spread message and coordinate activities across various online platform. Thus, public support may be garnered through interactions with the mass media. Beside, conducting a picketing is subject to certain conditions, they must not intimidate, or obstruct work premises entrances or exits, and must remain peaceful. Therefore, by utilise AI, it's imperative that these methods adhere to peaceful and non-intimidating conduct.

Moreover, another way of protest is through strikes. According to Section 2 of the Industrial Relations Act, a strike is "a cessation of work by a body of workmen acting in combination, or a concerted refusal or a refusal under a common understanding of several workmen to continue work or to accept employment, and includes any act or omission by a body of workmen acting in combination or under a common understanding which is intended to or does result in any limitation, restriction, reduction or cessation of the whole or any part of the duties connected with their employment. In other words, a strike is any stopping of work by a group of workers including slowing or limiting production on purpose. The right to strike is recognized as a fundamental human right by the UN and the EU. Similarly, Malaysia also recognizes the right to dispute labour matters, either on an individual or collective basis.

The recognition of the strike can be seen in the case of South East Asia Fire Bricks Sdn Bhd V NonMetallic Mineral Products Manufacturing Employees Union & Ors. In this case, there was a disagreement between the union and the applicants over the non-recognition of the union. Subsequently, the Minister of Labour directed the applicants to accord recognition to the union. The union then submitted its proposals for a collective agreement and invited the applicants to commence negotiations. No reply was received from the applicants and the union then complained to the minister. The union told the applicants by letter that unless they commenced negotiations by a certain date, the union would have resorted to industrial action. The workers subsequently went on strike. The Industrial Court held that the strike was lawful and that the workers by going on strike had not terminated their contracts of service. Therefore, the practice of strikes is allowed in Malaysia.

However, the rules for going on strike in Malaysia involve some specific steps. According to the Trade Union Act (TUA), before a strike happens, the workers must conduct a secret ballot as mentioned in Section 40(1)(c), and there needs to be a resolution outlining the issues that led to the proposed strike.

However, according to Section 43 of TUA essential service workers, like those in banking, electricity, and healthcare, can only go on strike if they provide prior notice.

Moreover, In today's world, strikes aren't just limited to physical spaces. A recent example during the COVID- 19 pandemic in Malaysia shows how a group organize a strike by using social media to gather support from various stakeholders, including doctors, patients, the government, and medical councils. Therefore, in this situation, one potential way AI could be related to strikes is using digital platforms and social media to organize and mobilize participants. AI-driven algorithms can analyse online engagement and sentiment, helping organizers identify key stakeholders, tailor messaging strategies, and gauge public support for the strike. This shows that technology is changing how people protest and fight for their rights.

In conclusion, when a trade dispute arises between an employer and a trade union, several steps can be taken to seek resolution, including direct negotiation, conciliation, mediation, and arbitration. If direct negotiation fails, employees may resort to protests, including picketing or strikes. Furthermore, with technological advancements, employers may now leverage AI in resolving trade disputes. Thus, each method serves as a progressive step towards resolving disputes in the complex landscape of labour relations.

## **6.0 ADVANTAGES AND DISADVANTAGES OF LEGAL RESOLUTION**

Any process that is agreed upon by the parties to a dispute and involves using the service of an impartial third party to help them reach a resolution and avoid going to court is referred to as alternative dispute resolution (ADR). This legal resolution served as a tool resolving workplace disputes arising from poor communication, personality conflicts, or alleged discrimination. The integration of Artificial Intelligence (AI) into ADR processes introduces both opportunities and challenges, shaping the future of dispute resolution within the legal framework and Malaysia is no exception. The Malaysian standpoint on AI's application in law is in line with international trends, but it also takes local considerations and legal frameworks into account.

### **ADVANTAGES**

Firstly, one of the primary advantages of using AI in Alternative Dispute resolution (ADR) in Malaysia is the enhancement of time-efficiency and cost-effectiveness. Malaysian law firms and legal departments stand to benefit from AI's capability to automate routine tasks such as document review, streamline document management processes, and augment research capabilities. Compared to traditional litigation, alternative dispute resolution (ADR) is significantly less expensive. The costs involved with litigation, including court fees, legal fees, and other related expenses, can be significantly greater than those incurred in alternative dispute resolution (ADR) procedures like mediation or arbitration. These enables legal professionals involved in ADR to access relevant information efficiently, saving valuable time and resources that would otherwise be spent on manual research tasks. By automating the process of extracting insights from legal datasets, AI enhances the overall efficiency of ADR proceedings, leading to quicker resolution times and reduced costs.

Second, the data-driven approach facilitated by AI promotes a higher level of accuracy and precision in decision-making within dispute resolutions. AI algorithms can identify patterns, correlations, and trends within legal data that may not be readily apparent through traditional methods. This enhanced data analysis capability empowers legal professionals to make informed decisions based on comprehensive and reliable information, thereby improving the quality of ADR outcomes.

Next, the capacity of AI systems to apply uniform guidelines and standards throughout the settlement process. Artificial intelligence (AI) makes decisions based on predetermined algorithms and rules, as opposed to human decision-makers who could be vulnerable to biases or subjective interpretations. Thus, eliminating bias upon making decisions on certain legal dispute. This ensures decision-making is fair and impartial. By minimizing human bias, AI contributes to a more equitable resolution environment, where decisions are based on objective criteria rather than subjective factors. This impartiality enhances the credibility and integrity of ADR outcomes, promoting trust among parties involved in the dispute resolution process.

### **DISADVANTAGES**

The disadvantage of integrating Artificial Intelligence (AI) into ADR processes that can be seen is that Artificial Intelligence systems are highly proficient in analyzing data and making objective decisions. They might, however, find it difficult to handle the more complex facets of conflicts, including emotional or cultural considerations, which call for human sensitivity and understanding. If alternative dispute resolution (ADR) is not effective, it may take longer to resolve the disagreement through formal court proceedings. The length of time needed to participate in the ADR process and the possibility of needing to use the legal system if ADR is unable to provide a satisfactory result could be the cause of this delay .

Therefore, comprehensive and satisfactory results may be more difficult to attain in AI-driven alternative dispute resolution (ADR) processes when human intervention is not present. To guarantee that all pertinent aspects, including emotional and cultural nuances, are effectively handled for a holistic resolution process, it is imperative to find a balance between utilizing AI's analytical capabilities and maintaining the human element in ADR.

Next, the reliance of AI systems on extensive datasets raises significant concerns about the privacy and confidentiality of sensitive legal information shared during ADR proceedings. Safeguarding confidentiality, data protection, and ensuring compliance with privacy regulations become paramount to maintain trust and uphold ethical standards within AI-driven ADR. Measures such as encryption, secure data storage, access controls, and adherence to data privacy laws are essential to mitigate privacy risks and protect sensitive information exchanged during ADR sessions.

Furthermore, the implementation of AI in ADR introduces technical challenges such as algorithm, system errors and data accuracy issues that require careful consideration. Algorithmic errors, in particular, can result in unintended consequences or unfair outcomes, impacting the integrity of ADR proceedings. What makes this particularly concerning is the conviction and clarity with which AI-generated answers are delivered, which could mislead even seasoned legal professionals. Consequently, it is crucial to proceed cautiously when integrating AI into the legal sector. AI may be used in the legal system in a more efficient and responsible manner by taking a balanced strategy that maximizes its advantages while minimizing its drawbacks.

## 7.0 CONCLUSION

In a nutshell, the resolution of Industrial Relations Disputes is a multifaceted process that requires careful consideration of legal frameworks, collective agreements, and the specific circumstances of each case. As the Industrial Relations Court serves as a formal mechanism for resolving Industrial Relations Disputes, it is essential to explore those preliminary steps and alternative solutions of Artificial Intelligence AI before resorting to litigation.

While Artificial Intelligence (AI) holds promise in improving the resolution of Industrial relations disputes by enhancing efficiency, providing data-driven insights, and expanding access to dispute resolution services, its implementation must be approached with caution. Addressing issues of bias, privacy, and the human element is essential to ensure that AI complements rather than replaces human judgment and fosters fair and equitable outcomes. Additionally, ongoing evaluation and refinement of AI systems are necessary to adapt to evolving legal frameworks and societal values.

Current existing laws often emphasize the importance of negotiation, mediation, and conciliation in resolving disputes between employers and workers or trade unions. These laws recognize that litigation should be seen as a last resort, and efforts should be made to foster dialogue and reach mutually acceptable solutions.

Deciding cases in the context of Industrial Relations Disputes involves balancing the rights and interests of both employers and workers while ensuring compliance with relevant laws and regulations. Courts may consider factors such as the nature of the dispute, the conduct of the parties involved, and the impact of the dispute on productivity and workplace harmony. The significance of alternative dispute resolution mechanisms, such as arbitration and mediation also plays a crucial role in achieving timely and amicable resolutions to IRDs. These mechanisms offer parties greater flexibility and control over the outcome while reducing the adversarial nature of litigation.

In summary, while the Industrial Relations Court provides a crucial avenue for resolving Industrial Relations Disputes, it is essential to explore preliminary steps and other alternative solutions to promote effective dispute resolution. The use of artificial intelligence (AI) must be accompanied by careful consideration of its limitations, ethical implications, and the importance of maintaining human-centric approaches to resolving conflicts. By embracing other forms of alternative dispute resolution, concerned parties can foster a culture of collaboration and cooperation in addressing



Industrial Relations Disputes, ultimately contributing to a more harmonious and productive workplace environment.

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