

CONTRACT OF EMPLOYMENT

This **CONTRACT OF EMPLOYMENT** is made on this day month of20 between.....(hereinafter referred to as "the Employer") of theone part and Mr./Ms....., a bearer of Passport No..... (hereinafter referred, to as "the Worker") of the other part.

Whereas, the Employer desires to employ the Worker in accordance with the terms and conditions of this Contract of Employment and subject to the laws, rules, regulations, national policies and directives in Malaysia; and

Whereas, the Worker desires to be employed by the Employer subject to the laws, rules, regulations, national policies and directives in Malaysia;

Therefore,

IT IS HEREBY AGREED as follows:

1. Duration of this Contract of Employment

The duration of this Contract of Employment shall be for a period of two (2) years commencing on the day of arrival of the Worker in Malaysia until such time this Contract of Employment is terminated in accordance with the terms and conditions of this Contract of Employment.

2. Occupation

The Worker shall be employed as in sector.

3. Wages

3.1 The Worker shall receive a basic wage of RM..... (excluding allowances and overtime). This basic wage shall comply with the national minimum wage of Malaysia.

3.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day after the last day of the wage period.

3.3 The monthly wages shall be paid to a bank account of the Worker.

3.4 As stipulated in the Regulation 9 of the Employment Regulations 1957 [*P.U.(A) 333/1983*] of Malaysia, every employer shall furnish to every worker employed by him in a separate statement or card the particulars relating to details of wages and other allowances earned during each wage period.

4. Working Hours

Normal working hours shall be in accordance with the labour laws in Malaysia.

5. Overtime

In the event the Worker, upon the request by the Employer, agrees to work in excess of his/her normal hours of work, the Worker shall be paid in accordance with the labour laws in Malaysia.

6. Rest Day

6.1 The Worker shall be entitled to weekly rest day in accordance with the labour laws of Malaysia.

6.2 In the event that the Worker, upon request by the employer, agrees to work on such rest day, the Worker shall be paid in accordance with the labour laws of Malaysia.

7. Public Holiday

7.1 The Worker shall be entitled to public holidays in accordance with the labour laws in Malaysia.

8. Leave

8.1 The worker shall be entitled to paid annual leave in accordance with the labour laws in Malaysia.

8.2 The Employer upon application from the Worker may grant fifteen (15) days leave in case of death of a close family member (Parent, Spouse and Children) of the Worker. The leave may be

deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient, the Employer may grant unpaid leave to the said Worker.

9. Levy

The payment of levy shall be borne by the Employer.

10. Medical and Accident Insurance

The Worker shall be insured under the Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] of Malaysia and where applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance scheme as may be adopted by the Government of Malaysia.

11. Deductions

The Employer is entitled to make deduction for not more than 50 percent (50%) in a month from the Worker's wages in the event of any monetary advance in accordance with the labour laws of Malaysia.

12. Accommodation

- 12.1 The Employer shall provide the Worker decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.

- 12.2 The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of not exceeding RM100 per month for the purpose of providing such accommodation as stipulated under section 24G of the Employees' Minimum Standards of Housing, Accommodations and Amenities Act 1990 [Act 446].

13. Sick Leave

The Worker shall be entitled to paid sick leave and paid hospitalization leave in accordance with the labour laws of Malaysia.

14. Renewal of Worker's Visit Pass (Temporary Employment)

- 14.1 The Employer shall renew the Worker's Visit Pass (Temporary Employment) three (3) months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer. The cost of levy will be as per Paragraph 9 of the Contract of Employment.

- 14.2 Any penalty or compound imposed due to the failure of the Employer to do so shall solely be borne by the Employer.

15. Air Passage

The travelling expenses from India to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in

Malaysia to India shall be borne by the Employer upon completion of this Contract of Employment.

16. Repatriation

16.1 The repatriation cost of the Worker from their place of work to their original exit point in India shall be borne by the Employer under the following circumstances:

- (i) At the completion of this Contract of Employment;
- (ii) Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; or
- (iii) Termination of this Contract of Employment by the Worker due to non-compliance of the terms and conditions of this Contract of Employment by the Employer.

16.2 The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that are not mentioned in clause 16.1.

16.3 The term "original exit point" in this Contract of Employment shall mean any international airport in India.

17. Repatriation in the case of death of the Worker

17.1 In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation of the dead body.

17.2 If the funeral takes place in Malaysia with the consent of the family of the deceased, the employer shall be responsible for the cost of the funeral and repatriation of the remains.

17.3 The employer shall promptly settle the due salary, insurance and other benefits to the family of the deceased.

18. Termination

18.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice in a language understood by the worker or English as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to India for the Worker.

18.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and the worker shall bear the cost of airfare to India.

19. Restrictions

- 19.1 The Worker shall not participate in any political activities or activities of those connected with political organizations in Malaysia.
- 19.2 The Worker shall not change employment during this Contract of Employment's period and shall not carry or do other businesses during the period of this Contract of Employment.
- 19.3 If the Worker is found by the competent authority concerned creating social problems or engaging in any illegal, subversive or criminal activities, the Worker shall be dismissed from the job and shall be repatriated to India at Worker's own expenses.

20. Safekeeping of the Passport

- 20.1 The Employer shall not keep the passport of the Worker in his/her custody.
- 20.2 The Passport of the Worker shall be in his/her custody at all times. In the event that the Worker's passport is lost or damaged while in the possession of the Worker, the Worker shall bear all related costs for the replacement of his/her passport.
- 20.3 The Worker shall submit the passport to the Employer for the following purposes:
- (i) Medical screenings;
 - (ii) Application of Visit Pass (Temporary Employment); and

(iii) Renewal of Visit Pass (Temporary Employment).

20.4 The passport shall be returned to the Worker upon completion of these purposes.

20.5 In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the above-mentioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

21. Outstanding Wages

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the Employer shall pay all outstanding basic wages and all other payments owed to the Worker in accordance with the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

22. Amendment

The Employer and the Worker may amend this Contract of Employment to incorporate any other terms and conditions which shall be more favourable to the Worker in accordance with relevant laws, rules, regulations, national policies and directives relating to employment in Malaysia.

23. Time is of the Essence

Time whenever mentioned shall be of the essence of this Contract of Employment.

24. Interpretation

In the event there is a conflict of interpretation between the English text and any text in other language used in this Contract of Employment, the English text shall prevail.

25. Laws

This Contract of Employment shall be subjected to the laws of Malaysia.

26. Succession

This Contract of Employment shall be binding on the successor in title, assigns, personnel or representatives of the parties hereto.

27. Language of this Contract of Employment

This Contract of Employment shall be prepared in two (2) original texts in English.

IN WITNESS WHEREOF the Parties hereto have signed this Contract of Employment on the day and year mentioned at the beginning of this Contract of Employment.

Employer's Signature,

.....

Name:

NRIC No.:

Address:

Worker's Signature,

.....

Name:

Passport No.:

Emergency Contact No.:
(of dependent)

Signature of Witness from the
Employer,

.....

Name:

Address:

Signature of Witness from the
Worker,

.....

Name:

Address: