

## **CONTRACT OF EMPLOYMENT**

This **CONTRACT OF EMPLOYMENT** is made on this day.....month of .....  
20..... between..... (hereinafter referred to as "the Employer") of  
the one part and ..... Passport No. ....and Birth Registration No.  
..... (hereinafter referred to as "the Worker") of the other part.

**WHEREAS** the Employer shall 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.

**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 .....year(s) 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. Wages**

2.1 The Worker shall receive a basic wage of RM .....  
(excluding allowances and overtime). This basic wage shall comply with the minimum wages to be determined according to the Laws of Malaysia.

2.2 Wages shall be paid by the Employer on a monthly basis not later than seventh day of the following month.

2.3 The payment of the monthly wages shall be made through a bank account in the Worker's name.

### **3. Working Hours**

Working hours shall be eight (8) hours per day in accordance with the labour laws in Malaysia.

### **4. Overtime**

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

### **5. Rest Day**

5.1 The Worker shall be entitled to one (1) rest day in each week.

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

### **6. Public Holiday**

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

6.2 In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia.

**7. Annual Leave**

The Worker shall be entitled to annual leave in accordance with the labour laws in Malaysia.

**8. Levy**

The payment of levy is subject to the relevant laws, rules, regulations, national policies and directives applicable in Malaysia from time to time in force.

**9. 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 if applicable, the Foreign Workers Health Insurance Scheme (SPIKPA) or any other insurance schemes as may be required for the Workers as imposed by the Government of Malaysia.

**10. Deductions**

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

**11. Accommodation**

The Employer shall provide the Worker with reasonable accommodation with basic amenities in accordance with the laws, rules and regulations in Malaysia.

**12. Sick Leave**

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

### **13. Renewal of Worker's Visit Pass (Temporary Employment)**

13.1 The Employer shall renew the Worker's Visit Pass (Temporary) three (3) months before the expiry date.

13.2 Any penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.

### **14. Air Passage**

The Employer shall bear:

(i) the first travelling expenses from Bangladesh to any agreed point of entry in Malaysia.

(ii) the travelling expenses from any agreed point of exit in Malaysia to Bangladesh shall be borne by the Employer upon completion of this Contract of Employment.

### **15. Repatriation**

15.1 The repatriation cost of the Workers from their place of work to their original exit point in Bangladesh shall be borne by the Employer under the following circumstances:

(i) completion of the Contract of Employment;

(ii) termination of this Contract of Employment by the Employer for reason other than non-compliance of the terms and conditions of this Contract of Employment by the Worker including where the Worker suffers serious injury or illness at the work place and becomes incapable of working; 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.

(iv) in case of serious injury or illness at the work place and if any worker becomes incapable of working and has to depart from his work during the tenure of this Contract of Employment.

15.2 The Worker shall be responsible for all expenses relating to repatriation under circumstances other than provided in clause 15.1.

The term "original exit point" in this Contract of Employment shall mean Dhaka, Bangladesh.

## **16. Termination**

16.1 In the event the Employer intends to terminate this Contract of Employment, the Employer shall give two (2) months' notice of his intention to terminate such contract or two (2) months' wages in lieu of notice to the Worker, and shall provide air fare to Bangladesh for the Worker.

16.2 In the event the Worker intends to terminate this Contract of Employment, the Worker shall give two (2) months' notice or

indemnify two (2) months' wages in lieu thereof to the Employer and the Worker shall bear the cost of air fare to Bangladesh.

## **17. Restrictions**

17.1 The Worker shall not participate in any political activities or activities of those connected with political organisations in Malaysia.

17.2 The Worker shall not change employment and shall not carry or do other businesses during the period of this Contract of Employment.

17.3 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 Bangladesh at Worker's own expenses.

17.4 In the event the Worker marries any person in Malaysia during the Workers period of employment under this Contract of Employment, the Government of Malaysia reserves the right to revoke the Visit Pass (Temporary Employment) of the Worker.

## **18. Extension**

The Employer and the Worker may agree that this Contract of Employment may be extended, subject to relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

## **19. Safekeeping of the Passport**

19.1 The Employer shall not keep the passport of the Worker in his/her custody.

19.2 The Worker shall carry the passport or copy of visitors pass (Temporary Employment) or a suitable identification document issued by the Employer or competent authority of Malaysia all the time. In the event that the Worker's passport is lost or damaged, the Worker shall bear all related expenses.

19.3 The Worker shall submit the passport to the Employer for the following purposes:

- (i) medical screenings;
- (ii) application of Visit Pass (Temporary Employment);
- (iii) application of Foreign Workers Identity Card; and
- (iv) renewal of Visit Pass (Temporary Employment).

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

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 expenses.

## **20. 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 subject to the relevant laws, rules, regulations, national policies and directives relating to employment applicable in Malaysia.

## **21. 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.

**22. Time is of the Essence**

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

**23. Laws**

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

**24. Succession**

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

**25. Language of this Contract of Employment**

This Contract of Employment shall be prepared in six (6) original texts, two (2) each in Malay, Bangla and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**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,

Worker's Signature,

.....  
Name:  
NRIC No.:  
Address:

.....  
Name:  
Passport No.:  
Emergency Contact No.:  
(Dependent)

(Signature of Witness from Employer)

(Signature of Witness from Worker)

.....  
Name:  
Address:

.....  
Name:  
Address:

