

EMPLOYMENT CONTRACT/ESA

This Employment Contract is made and entered into force on this day of, by and between **MIS. (Malaysian Company)**, Head Office situated at Malaysia (hereinafter called the Employer) on the one part and; Mr..... the lawful citizen of the Islamic Republic of Pakistan, holding Passport No (hereinafter called the Employee) on the other part;

In the presence of the witnesses, both the Employer and the Employee hereby voluntarily agree to bind themselves to the following terms and conditions of the Contract:

BASIC TERMS AND CONDITIONS OF THIS EMPLOYMENT CONTRACT

1. EMPLOYER'S RESPONSIBILITY

The employer (or his attorney in Pakistan) shall brief and explain to the employee with regard to the terms and conditions of employment, which include type of work, salary/wage, facilities provided and the standard regulations of the employer company, before commencement of employment.

2. JOB CATEGORY

a) Employee's job title or position	General worker
b) Nature of Work (Briefly)	Construction work
c) Age	From 20 to 40 years.
d) Sex	Male

3. SALARY

3.1 Basic Monthly Wages

a) Basic Monthly Salary	RM <u>1500</u> per month
b) Overtime Allowance	As per Malaysian labour laws (see para 4)
c) Other Allowance	

3.2 Payment of salary shall be made at the end of each calendar month and not later than 7th day of the following month.

3.3 The levy amount paid by the employer will not be deducted from the worker for the entire period of the contract.

3.4 If during the period of employment contract, the minimum wage is officially increased, the basic monthly salary will also be increased by the same amount.

4. Working hours

- 4.1 The employee shall perform 8 hours work in a day (48 hours or six days per week).
- 4.2 Any additional work done beyond the normal working hours (overtime) shall be rewarded in accordance with the rate provided in the Malaysian Employment Act. Overtime rate for Week Days will be paid based on 1 hour x 1.5 hours, Overtime rate for Rest Days will be paid based on 1 hour x 2.0 hours and Overtime rate that is for Public Holidays will be paid based on 1 hour x 3.0 hours.
- 4.3 Any overtime shall be performed as duly authorized by the Site Manager or any other authorized personnel of the Company.

5. DURATION OF EMPLOYMENT

- 5.1 The employment contract shall be for a period of Three (03) years from the date of arrival of worker.
- 5.2 This Contract may be extended for another two (02) years by mutual agreement of both parties and subject to the approval of relevant authorities.
- 5.3 The employee shall serve a probation period of three (3) months from the date of arrival.

6. ADEQUATE WORK

Subject to the provision of the Malaysian Employment Act, the Company shall be bound to provide the employee with sufficient work suitable to employee's capacity for the full duration of this Contract.

7. ACCOMMODATION

- 7.1 The employer shall provide the employee free accommodation with necessary amenities including water and electric supply. Necessary kitchen items such as stove, gas cylinders, etc. will be provided by the employer.
- 7.2 The employee shall be housed in a decent and suitable accommodation shared with a reasonable number of employees.
- 7.3 The employer will provide to workers, free of cost, necessary construction / factory site safety equipment's such as shoes, gloves, glasses, ear plugs, helmets, etc.
- 7.4 The employee will be strictly forbidden to bring his friends or relatives to stay overnight in the accommodation, provided by the Employer.

8. MEAL/ FOOD AND LAUNDRY

The cost will be borne by the Employee.

9. MEDICAL BENEFIT

The workers will be entitled to free medical treatment including medical treatment for the Site injuries, except for self-inflicted injuries such as sexually transmitted diseases or any other chronic diseases that has been carried by the Employee from his own country.

10. YEARLY MEDICAL CHECKUP

The employer will arrange and bear cost of the yearly medical examination of the employee, as required by the Immigration Department of Malaysia.

11. COVID-19 RELATED EXPENSES AND ANY EMERGENCY RESTRICTIONS:

- 11.1 All or any Covid-19 related medical and diagnostic expenses will be borne by the Employer and will not be deducted from the worker's salary.
- 11.2 If there is requirement for any mandatory quarantine at any quarantine center either on arrival in Malaysia or during the course of employment, the expenses will be borne by the Employer and will not be deducted from the worker's salary.
- 11.3 The Employee will be paid basic salary during the period of quarantine whether at quarantine center or home quarantine or self-quarantine (as required by the Government of Malaysia's latest SOPs at that given time)
- 11.4 Basic salary will be paid to the Employee during any Emergency restrictions including COVID-19 related restrictions like Movement Control Orders etc.

12. ANNUAL LEAVE, SICK LEAVE AND PUBLIC HOLIDAYS

- 12.1 There will be at least 8 days of annual leave for the 1st and 2nd years; 10 days for the 3rd and 4th years; and 12 days for 5th year onward. The Employee shall be entitled for paid annual leave in accordance with the Malaysian Employment Act 1955.
- 12.2 Any employee who wishes to take leave must obtain prior written approval of the employer at least three (3) days in advance and ensure to report for duty on time.
- 12.3 There will be aggregate 18 days of paid sick leave and necessary medical expenses, duly certified by the employer's panel doctor, will be borne by the employer. The Employee shall be entitled for paid sick leave if certified by medically unfit to work by the employer's panel doctor.
- 12.4 The employee shall be entitled for the Public Holidays of the State and the Federal Government of Malaysia.
- 12.5 The period of quarantine as stated in para 11.3 will not be deducted from any head of leave account.

13. INSURANCE COVERAGE AND SECURITY BOND

- 13.1 The employer shall provide full insurance coverage (free for the employee) such as Workmen Compensation Scheme for Foreign Workers or Personal Accident Policy against accident during the course of employment. In case of an accident the employer shall be responsible to help the concerned employee to submit claim for the compensation. This coverage involves both disability (all types) caused by injury and death.
- 13.2 The Security bond shall be borne by the employer.
- 13.3 The Employer is responsible for registering the employee with Social Security Organization (SOCSO), or also known as PERKESO (Pertubuhan Keselamatan Sosial). The monthly contribution to SOCSO will be borne by the Employer and will not be deducted from the worker's salary.

14. GOVERNMENT LEVY AND IMMIGRATION FEES

- 14.1 The employer shall be responsible for the payment of pay the levy to the Immigration Department of Malaysia.
- 14.2 All other immigration fees / charges will be borne by the employer.

15. TRANSPORTATION

- 15.1 The employer shall be responsible to provide suitable transport to the employee/ worker for duty from and to / between the work site and the worker's hostel.
- 15.2 In other cases, whenever necessary the employer shall provide free suitable transportation to and between work site and hostel.

16. INCREMENT, BONUS AND OTHER ALLOWANCES

Any increment bonus and/or allowances shall be given at the sole discretion of the employer. The employer shall review the salary and will have the sole discretion to decide for any increment, bonus and allowances after six (6) months of the employment period.

17. TRANSPORTATION OF THE DEAD BODY:

In case the employee dies in the course of his employment, the employer shall be responsible to arrange for repatriation of the dead body of the deceased to his next of kin in Pakistan and necessary repatriation cost shall be borne by the Employer.

18. TRAVELING EXPENSES

- 18.1 Air ticket for employee from Pakistan to Malaysia shall be borne by the employee, and upon completion of the Employment contract the traveling expenses, including air ticket, from work place to Pakistan shall be borne by the employer.

- 18.2 In case of pre-mature/ early termination of employment due to reasons as stated in the articles 19 and 20 below, the employee will be responsible for the pay for his own return air ticket from Malaysia to Pakistan.

19. RESTRICTION

- 19.1 The Employee shall not be allowed to engage in any employment with any other individual, organization or institution during the period of this Contract.
- 19.2 The employee shall not be accompanied to Malaysia by his family or friends.
- 19.3 The employee shall not involve himself in any action or inaction amounting to misconduct or breach of any local law / rule and / or any regulation / order regarding discipline and work.
- 19.4 The employee shall not commit any immigration violation or crime during his stay in Malaysia.
- 19.5 The employee shall not resort to any strike nor involve himself in any other tactics such as go slow etc. He shall not engage himself in any political or Trade Union activity in Malaysia, nor instigate others to commit such acts/ activities.
- 19.6 The employee shall not collect any money from any other fellow/co-worker by force or coercion for whatever reason.
- 19.7 The employee shall not engage in any romance relationship and/or marry and/or intend to marry any Malaysian national during the continuance of the period of this Employment Contract.
- 19.8 The employee shall strictly follow Malaysian laws and Company's rules and regulations which are necessarily imposed by the management or relevant authorities.

20. TERMINATION OF EMPLOYMENT

The employer reserves the right to immediately terminate this Contract with employee on occurrence of any one or more of the following events:

- 20.1 If the employee breaches any one or more of the restrictions of Clause 18, mentioned above or is convicted of any offence under any law of Malaysia.
- 20.2 If the employee's Employment Pass is cancelled/ withdrawn by the Malaysian Authorities for any reason whatsoever.
- 20.3 If the employee is absent from work for more than three (3) consecutive working days without any reasonable excuse, or prior approval.
- 20.4 If the employee is discovered/found to be under twenty one (21) years old or over age, in terms of para 2 (c) above.
- 20.5 If the doctor certified the employee to be medically unfit for employment.

21. DISPUTE SETTLEMENT AND APPLICATION OF LAW

21.1 Any and all disputes between the two parties hereto arising from or relating to this Contract shall be settled:

21.1.1 Amicably, through negotiations and mutual consultation in accordance with local Malaysian Employment Act and

21.1.2 In case of non-resolution of conflict through mutual consultation, legal remedies may be sought in accordance with Malaysian employment Act of 1955, and other relevant laws, rules, regulations and orders made there under.

21.2 The information of any labour dispute should be notified to the high Commission for Islamic republic of Pakistan at Kuala Lumpur

22. DUE PERFORMANCE

The failure of the employer to require the performance of any item of this contract or the waiver of the employer of any breach of any term of this Contract by the Employee shall not prevent subsequent enforcement of such term, nor be construed as a waiver of any rights the employer may have under any term of this Contract.

23. OTHER TERMS AND CONDITIONS

23.1 The Employer will pay the basic salary of the remaining months of the contract, if the employee / worker is repatriated, before completing the contractual period, for no fault of the employee.

23.2 If the employer terminates the service of the employee before completing the contractual period, but not due to the fault of employee, the employer must compensate duly to the worker and the air ticket for his repatriation to Pakistan will be borne by the employer.

23.3 If any employee resigns willingly on his own free will from the service before completing the contract, then the air ticket for repatriation will be borne by the worker.

24. CERTIFICATION

24.1 The employer and the employee shall read and fully understand this Employment Contract and certify that the terms and conditions together with the application constitute their entire agreement.

24.2 The employer and the employee understand that the terms and conditions favorable to the employer and employee, which are not mentioned in this contract and are provided by the laws of the country of employment, shall apply and be a part of the Contract.

24.3 If there is any conflict between any provision of this Employment Contract and the provision(s) of any of the Malaysian law(s), the provision(s) of the Malaysian law(s) will prevail over the provision(s) of this contract.

25. MISCELLANEOUS*

The Malaysian government's approved outsourcing system places mandatory conditions on the outsourcing companies in respect of foreign workers they employ in Malaysia to be responsible for inter alia the following:

24.1 Ensure that the workers have work every day and month, if not company must pay a minimum allowance of basic salary per month to them.

24.2 Salary must be paid using the biometric system.

24.3 Provide accommodation and transportation to the workers.

24.4 Provide medical benefits and foreign workers compensation insurance scheme to the workers.

In witness whereof the parties hereto have voluntarily signed and caused this Contract to be executed on the date first above written.

Signed by the Employer
Full name
Designation
NRIC No.
Company's chop

Signed by the Employee
Full name
Passport No.

