

Date: \_\_\_\_\_

## **EMPLOYMENT CONTRACT**

This Employment Contract is made and entered into on this \_\_\_\_\_ Month of \_\_\_\_\_ 202\_ by and between \_\_\_\_\_ (Employer), represented in the contract by \_\_\_\_\_, a licensed recruiting agency which shall be joint and severally responsible for compliance herewith, Employee .....of Passport No. ....

Both of whom bind themselves to the following terms and conditions:-

Basic terms of contract:-

**1. Employer's Responsibility**

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

**2. Job Category :**

- a Employee's Job title or position : General Worker
- b Nature of Work : Construction
- c Age : from 21 to 40 years old
- d Sex : Male

**3. Salary**

- a Salary per month : **RM1,500.00** (RM57.69/8hrs x 26 days)
- b Overtime Allowance :
- c Meal Allowance :
- d Total Monthly Salary :

Payment of salary shall be made at the end of each calendar month and not later than 7<sup>th</sup> of the following month.

**4. Working Hours**

- 4.1 the Employee shall perform eight (8) hours work in a day.
- 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 that is for Week Days Overtime will be paid based on 1 hour x 1.5 hours, Overtime rate that is for Rest Days Overtime will

be paid based on 1 hour x 2.0 hours and Overtime rate that is for Public Holidays Overtime will be paid based on 1 hour x 3.0 hours.

- 4.3 Any overtime shall be performed as duly authorised by the authorised 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 additional ten (10) years by mutual agreement subject to the approval of relevant authorities and the both parties.

## **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 provide the Employee with free accommodation complete with free water and electricity 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 suitable accommodation shared with a reasonable number of employees.
- 7.3 The employer will provide free for workers the necessary safety equipment such as shoes, gloves, glasses, ear plugs, helmets and etc.
- 7.4 The employee is strictly not allowed to bring in any kind of outside friends or relatives to stay in the accommodation that provided by the Employer.

## **8. Meal/Food and laundry**

The cost will be borne by the Employee

**9. Medical Benefit**

Medical treatment for site Injuries will be provided free by the Employer, except for self-inflicted injuries such as sexually transmitted diseases or any other chronic diseases that carry by the Employee from his own country.

**10. Yearly Medical Check up**

Yearly medical examination will be arranged as required by the Immigration Department of Malaysia and cost incurred will be borne by the Employer.

**11. Annual Leave, Sick Leave and Public Holidays:**

11.1 There will be at least 8 days of annual leave for the 1<sup>st</sup> and 2<sup>nd</sup> years; 10 days for the 3<sup>rd</sup> and 4<sup>th</sup>; and 12 days for 5<sup>th</sup> years onwards. The Employee shall be entitled for paid annual leave in accordance with Malaysian Labour Act 1955.

11.2 All employee who wishes to take leave must obtain prior written approval by the Employer one(1) week in advance and ensure to report for duty on time.

11.3 There will be aggregate 14 days of sick leave and medical expenses will be limited to RM400.00 per year for each worker/employee. The Employee shall be entitled for paid sick leave if certified by medically unfit to work by the Employer's Panel doctor.

11.4 The Employee shall be entitled for Public Holidays according with the State of the Malaysia.

**12. Insurance Coverage and Security Bond**

12.1 The employer shall provide 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 a claim the Employer shall be responsible to help the concerned Employee to submit for the compensation. This coverage involves both temporary and permanent disability caused by injury and death.

12.2 The security bond shall be borne by the Employer.

**13. Government Levy and Immigration Fees.**

13.1 The Employer shall pay a sum of Levy RM1850.00 and is subject to Malaysian Immigration Law from time to time

**14. Transportation**

14.1 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. Increment, Bonus and other Allowances**

Any increment, bonus and/or allowance shall be given at the sole discretion of the Employer. The Employer shall review the salary and have the sole discretion to decide for any increment, bonus and allowances after three(3) months of the employment period.

**16. Transportation of the dead Body**

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

**17. Travelling Expenses**

17.1 Air ticket for worker from Myanmar to Malaysia shall be borne by the Employee, and upon completion of the Employment contract the travelling expenses, including air ticket from work place to Myanmar shall be borne by the Employer.

17.2 In case of early termination of employment due to reasons as stated in the Article 18 and 19 below, the Employee will fully pay for his own return air ticket from Malaysia to Myanmar.

**18. Restriction**

18.1 The employee is not allowed to engage in any employment with other individual organisation or institution during the period of this Contract.

18.2 The Employee shall not be accompanied by his family or friends

18.3 the Employee shall not conduct any misconduct and breach of any law or rules and regulation discipline and work.

- 184 the employee shall not commit any immigration violation or crime during his stay in Malaysia.
- 185 the employee shall not resort to any strike nor involve in any other tactics such as go slow etc. He shall not engage himself in any political activity and other activities related to Trade Union in Malaysia, nor instigate others to commit such acts.
- 186 The Employee shall not collect any money from any other fellow/co-worker by force or coercion for whatsoever reason.
- 187 The employee shall not engage himself in any romance relationship and/or marry and/or intend to marry any Malaysia national during the continuance of the period of this Employment Contract.
- 188 The employee shall strictly follow the Malaysian laws and Company's rules and regulation which necessary imposed by the management or relevant authorities.

## **19. Termination of service**

The employer reserves the right to terminate this agreement by serving one(1) month notice to the employee on the occurrence of any of the following events:-

- (i) That if the Employee breaches any of the restrictions in Clause 18 mentioned above or is convicted of any offence under any of the laws of Malaysia.
- (ii) That if the Employee's Work Permit is cancelled/withdrawn by the Malaysian authorities for any reason whatsoever.
- (iii) That if the Employee is absent from work for more than three (3) consecutive working days without any reasonable excuse.
- (iv) That if the Employee is discovered/found to be under twenty (20) years old.
- (v) That if an authorised medical doctor certifies the Employee medically unfit for employment.

## **20. Dispute settlement and application Law**

Any and all disputes between the both parties hereto arising from or relation to this Contract shall be settled amicably through mutual consultation and in accordance with local Malaysian Employment Act and should be notified to the Myanmar Embassy at Kuala Lumpur

**21. 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

**22. Other terms and conditions:**

22.1 The Employer shall pay the basic salary of due months, if any workers are repatriated before completing the contract period, for whatsoever reason.

22.2 If any worker resigns willingly on his own free will from the service, then the air ticket for repatriation will be borne by the worker.

22.3 If the Employer terminated the service of any worker before completing the contractual period but not due to the fault of worker, then employer must compensate duly to the worker and the air ticket for his repatriation to Myanmar will be borne by the Employer.

22.4 It is the responsibility of the Employer to register and contribute to the SOCSO Employment Injury Scheme. Failure of the Employer to do so , allows CLAB to **blacklist** the Employer and withdraw the Foreign Construction Worker that was provided to the Employer

**23. Certification:**

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

The employer and the employee understand that the terms and conditions favourable 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.

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

\_\_\_\_\_  
Employer's Authorised Signature

Name:  
Designation:  
NRIC No:  
Company Chop:

Witness by:  
Name:  
Designation:  
Date:

\_\_\_\_\_  
Signature of employee

Name:  
Passport No:

Witness by:  
Name:  
Designation:  
Date: