

Your Ref:
Our Ref:

Date:

EMPLOYMENT CONTRACT

This Employment Contract is made and entered into on this day _____ month of _____ 20__ by and between _____ (Hereinafter called the EMPLOYER) represented in the contract by (Nepal Agent: Name) a licenced 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. **Employee's job title or position :**
2. **Job Description:**
3. **Basic Monthly Salary:**

Allowance:

a) Attendance:	= RM
b) Food :	= RM
c) Transport :	= RM
d) Shift :	= RM
e) Overtime (as per Government rule)	= RM
f) Any other	= RM

Total = _____

4. **Duration of contract:** 3 Years.

5. **Travelling expenses and visa fee:**

The visa fee and travelling expenses from Kathmandu to Malaysia shall be borne by Employer. Expenses of the air passage from Malaysia to Kathmandu shall be borne by Employer upon completion of this contract.

6. **Accommodation:**

The employer provides free accommodation to the workers with free water and electricity supply and may not charge at all.

Basic minimum monthly salary should not be less than RM1000/month for General Workers (i.e. RM 38.47/day*8 hours*26 days= RM1000) and RM 1050 for Private Security Guards (i.e. 40.39/day*8hours*26 days =RM 1050) and RM 1140 for construction workers (43.85/day*8hours*26 days =RM 1140) excluding overtime and other allowances

7. **Food:** provided / not provided.
8. **Working days and working hours:** 8 hrs per day and 6 days per week.

9. **Overtime:**

According to Malaysian Labour Law as follows:-

- on normal days: salary x 1.5
- on Sundays / rest days :salary x 2.0
- on Public Holidays: salary x 3.0

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

In accordance with Malaysian Labour laws:

Annual leave of 8 days for the first two years of service; for period of service between two to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee would qualify for 16 days of leave

Sick leave (without hospitalisation):

14 days for each year of service for service less than two years; and 18 days for services between two to five years; and 22 days annually for services exceeding five years.

And in case of hospitalisation, the employee qualifies for 60 days leave in each calendar year.

The employee shall be entitled to be paid holiday for a total of **11** Public holidays in any one year of service that must include the following four days:

1. the National day
2. the birthday of the Yang di-Pertuan Agong
3. the birthday of the Ruler of the State as the case may be and / or the Federal Territory day where the employee in working in such an area.
4. Labour day
5. and another six more days from:-

Chinese New Year	-	2 days
Hari Raya Puasa	-	2 days
Hari Raya Haji	-	1 day
Deepawali	-	1 day
Christmas day	-	1 day

11. **Medical treatment:**

The employer shall bear the cost of employees' medical treatment.

- 12. Yearly Medical:**
Yearly medical examination will be arranged as required by the Immigration Department of Malaysia and cost incurred will be borne by employer.
- 13. Insurance**
The Employer shall provide insurance policy as per the existing Foreign Workers Compensation Scheme.
- 14. Deceased**
In the event of any employee's death in the course of his/her employment, the employer shall be responsible to arrange for the body of deceased to be repatriated to his/her next of kin in Nepal and necessary repatriation expenses shall be borne by the employer.
- 15. Recruitment Cost:**
The employer shall comply with the recruiting rules and regulations of the Government of Malaysia and the Government of Nepal. The workers and recruiting agencies shall not be charged beyond the given limitations*.
- 16. Government Levy:**
The payment of Government Levy shall be born by the employer and not deduced from the salary of the worker. Any other relevant fees and charges in respect to Nepalese workers/security guards shall be borne by the employer.
- 17. Age:** (– yrs.)
- 18. Restriction**
- a. That the Employee shall not change his/her employment during the contract period and shall not carry or do business without the written permission from the Employer.
 - b. That if the Employee is found with evidence creating social problems and or engaged in any illegal subversive or criminal activities, then he/she will be dismissed with immediate effect and will be repatriated to Nepal on his/her own expenses.
- 19. Termination of service :**
- (i) That if the Employee breaches any of the restrictions in Clause 17 above or is convicted of any offence under any of the laws of Malaysia.
 - (ii) That if the Employee's Work Permit is withdrawn by the Malaysian authorities on legal grounds.
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- The maximum service charge of recruitment for a Nepalese worker to come to Malaysia is Nepalese Rs. 10,000 as stipulated by the Government of Nepal

- (iii) That if the Employee is absent from work for more than two (2) consecutive working days without a reasonable cause or leave.
- (iv) That if the Employee is found to be underage on first appointment entry.
- (v) That if an authorised medical doctor certifies the Employee medically unfit for employment.

20. Other terms and conditions:

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

Other terms and conditions favourable to the employer and employee not covered herein and which are provided by the laws of Malaysia shall apply and shall be the part of the contract.

21. Certification:

The employer and the employee shall read and fully understand this agreement and certify that the terms and conditions together with the application constitute their entire agreement or understand that any other conditions set besides this contract shall be considered null and void.

Important Note: The Labour Permit of the Nepalese workers for Malaysia issued by the government of Nepal is valid for three years and should be compulsorily renewed after the expiry. The employers, therefore, must compulsorily send the Nepalese workers back to Nepal after three years. If the workers and employers agree, in mutual understanding, to continue more than three years, the workers must compulsorily go back to Nepal to renew the Permit.

In witness whereof the parties have here unto voluntarily signed their respective names below on this _____ date of _____ 20__ at Kathmandu, Nepal.

Employer's Authorised Signature

Signature of employee

Name:
Designation:
NRIC No:
Company Chop:

Name:
Passport No:

Witness by:
Name:
Designation:
Date:

Witness by:
Name:
Designation:
Date: