

Letter Head

PRIVATE & CONFIDENTIAL

Name :

NRIC No :

Address :

Dear Sir / Madam,

RE : EMPLOYMENT LETTER

We are pleased to offer you a position with **ABC Sdn. Bhd.** with the following Terms & Conditions.

1. **Date of commencement** :
2. **Job position** :
3. **Working hours** : Monday – Friday : 8.30 am – 6.00 pm
Lunch Hour : 12.00 pm – 1.00 pm **OR** 1.00 pm – 2.00 pm
4. **Monthly salary** : RM 1,500 basic
5. **Duties and responsibilities of the employee**

5.1 To understand the overall objectives of the company and always working towards achieving these objectives.

Employee's Initial : _____ **ABC's** Initial : _____

- 5.2 To develop and possess the right working attitude. Please observe and follow strictly to the company operation hours, company rules and regulations and maintain the cleanliness of the office at all times.
- 5.3 To learn and observe your line of reporting and ensure you are aware of your reporting level and adhered strictly to our company reporting requirements.
- 5.4 To ensure the accuracy of all reports generated by the company and secures all the information by completing data base backups.
- 5.5 To perform the any other ad-hoc duties as required by the management from time to time.

6. Probation

- 6.1 You shall serve a probationary period for three (3) months upon your appointment. The company shall reserves the right to extend your period for probation if this is considered necessary.
- 6.2 Upon satisfactory completion of the probation, employee shall be notified in the writing of your confirmation in employment of the company. Therefore, you will become our permanent employee and are entitled to the fringe benefits specified in the company's policy.

7. Termination / Dismissal

- 7.1 During the probation period, either party may terminate the contract of service by giving **2 weeks'** notice or payment in lieu equivalent to **2 weeks** of gross salary and without having to assign any reason hereto.
- 7.2 Upon confirmation, notice of termination of service by either party shall be:
 - a) Less than 2 years of service : 4 weeks
 - b) 2 years but less than 5 years : 6 weeks
 - c) 5 years and above : 8 weeks
- 7.3 An employee shall be deemed to have broken his contract of service if he has been continuously absent from work for more than **2 days** without prior leave from supervisor or informing his supervisor. This will result in termination and salary will be deducted for notice in lieu.
- 7.4 An employee may be terminated forthwith by the company without prior notice if you shall at anytime:
 - a) Commit any serious or persistent breach of any of the terms of your employment.
 - b) Is guilty of any grave misconduct or willful neglect in the discharge of your duties.
 - c) Is convicted of any criminal offence involving dishonesty or fraud.
 - d) Become bankrupt or make any arrangement or composition with your creditors.

Employee's Initial : _____ **ABC's** Initial : _____

8. **Annual leave**

8.1 Every employee is entitled to paid annual leave by the company as follows:

Less than 2 years	: 8 days per year
2 years but less than 5 years	:12 days per year
More than 5 years	:16 days per year

8.2 Leave should be applied at least 3 working days.

8.3 Approval is dependent on superior and employer.

9. **Sick leave**

9.1 Every employee is entitled to paid sick leave not exceeding as follows:

Less than 2 years	:14 days per year
2 years but less than 5 years	:18 days per year
More than 5 years	:22 days per year

OR

60 working days in each year if hospitalization involve (including sick leave)

9.2 All application must attach medical certificate.

10. **Maternity leave**

10.1 All female employees shall be entitled to maternity leave with pay for a continuous period not exceeding sixty (60) days in respect of each confinement.

10.2 If she has been employed by the employer for a period of, or periods amounting in the aggregate to, not less than ninety (90) days during the nine months immediately before her confinement.

Employee's Initial : _____ **ABC's** Initial : _____

11. **Medical claim**

- 11.1 Free outpatient medical treatment from the company's appointed doctor or private clinic, excluding optical, maternity & pregnancy, dental and other specialist treatment. All medical leave has to be certified by the company doctor or medical practitioner or medical officer.
- 11.2 Only medical receipt that issued by our panel clinic can be accepted / claim with limit of RM 30 per receipt and restricted to RM 360 per annual.

12. **Public Holidays**

- 12.1 The employee shall be entitled to paid holiday for a total of minimum 11 public holidays in a year which must include the following **five (5)** days:
- a) Birthday of SPB Yang di-Pertuan Agong
 - b) Birthday of the Ruler of the State / Federal Territory day
 - c) Labour Day
 - d) National Day
 - e) Malaysia Day
- 12.2 Another **six (6)** more days which will be displayed on the company notice board at the beginning of each year.

13. **Overtime**

- 13.1 In the event of a worker, upon request by the employer, agree to work in excess of his/her normal working hours, the worker shall be paid as follows:
- a) On normal days : Hourly rate of pay x 1.5
 - b) On rest days : Hourly rate of pay x 2.0
 - c) On public holidays : Hourly rate of pay x 3.0

Remarks : Hourly rate of pay = Monthly salary / 26 / 8 hours

14. **EPF & SOCSO contribution**

- 14.1 Based on authorized percentage (%) employee deduct on your salary.

Employee's Initial : _____ **ABC's** Initial : _____

15. **Bank account**

15.1 Your salary will be paid through account at an appointed bank in Malaysia. Therefore, you will have to open a bank account if you have none.

16. **Transfer**

16.1 The company reserves the right to transfer you to any other department, subsidiary or associated company or to rearrange or modify your job responsibilities according to the company staffing requirement.

17. **Retirement age**

17.1 You shall retire upon attaining the age of sixty (60) years.

18. **Company information protection**

18.1 An employee shall not divulge company's information to any person, except in the proper course of his duties. At the time of cessation of employment, to return all company property. Employee who infringes any part or the whole of the above shall be liable for dismissal or legal action by the company.

18.2 Employee resign or terminate by the company is not allow to join or disclose trade information to the direct trade conflict competitor at least **six (6)** month from the date set.

19. **Review of scheme of service**

19.1 The terms and conditions of service embodied in this scheme of service are subject to review by the company from time to time as deemed necessary. The company reserves the sole right to add, amend, alter or withdraw.

Please confirm your acceptance of the above terms and conditions by signing and returning the duplicate copy of this letter.

Thank you.

Employee's Initial : _____ **ABC's** Initial : _____

Yours sincerely,

Tan Ah Li

Managing Director

ABC Sdn. Bhd.

I hereby understand the term and conditions as stated above and confirm acceptance of this offer.

Accepted by,

Name :

NRIC No :

Date :

Employee's Initial : _____

ABC's Initial : _____
