



Hong Seng Assembly Sdn. Bhd.

PRIVATE & CONFIDENTIAL

01st January, 2024

Name : Darliyah
NIK : 3304185507790001

LETTER OF APPOINTMENT

We have much pleasure in offering you employment with **Hong Seng Assembly Sdn. Bhd.** under the following terms and conditions:

- 1) **DESIGNATION AND COMMENCEMENT DATE**
You will be appointed in the position of **Operator** with effect from **01-01-2024**.
- 2) **SALARY**
Your basic salary will be **RM1,500.00** per month. Salary revision will be at the discretion of the company.
- 3) **BONUS**
Bonus may be paid to you at the discretion of the Management depending on your personal performance and contribution towards the profitability of the company.
- 4) **PAY DAY**
Salary will be paid not later than the 7th of the following month thru bank.
- 5) **WORKING HOURS**
Work hours shall be:-
Monday to Friday : 09.00am to 06.00pm
Saturday : 09.00am to 01.00pm
Rest time as agreed:-
Monday to Saturday : 01.00pm to 02.00pm
The management reserves the right to alter the working hour as it deems fit.
- 6) **REST DAY**
You shall be entitled to a day off in each week as may be determined by the company from time to time.

7) **PUBLIC HOLIDAYS**

- a) The total gazette public holidays observed by the company shall be as follow:
- | | |
|-----------------------------------|----------------|
| New Year's Day | - 1 day |
| Hari Raya Haji | - 1 day |
| Hari Raya Puasa | - 2 days |
| Chinese New Year | - 2 days |
| Deepavali | - 1 day |
| Christmas Day | - 1 day |
| Labour Day | - 1 day |
| Agong's Birthday | - 1 day |
| Penang Governor's Birthday | - 1 day |
| National Day | - 1 day |
| Malaysia Day | - 1 day |
- b) Any public holiday apart from the gazette, the management can consider if required so by the Employment Act 1955 or directive from the State Federal Government from time to time (Section 60D (1)b).
- c) Under circumstances where a public holiday is suddenly declared by the Federal or State Government, you are required to attend to work unless otherwise notified. The status of such public holidays shall be informed by the Company to you in due course.
- d) Any employee who absent himself from work on the working day immediately preceding or succeeding the public holiday without period consent of the company or reasonable excuse shall not be entitle to any public holiday pay for that holiday.

8) **ANNUAL LEAVE**

- a) You will be entitled to paid annual leave for each completed year of service as below:
- | | |
|----------|--|
| 8 days: | for every 12 months of continuous service with the company if employed for less than 2 years; |
| 12 days: | for every 12 months of continuous service with the company if employed for 2 years or more but less than 5 years; |
| 16 days: | for every 12 months of continuous service with the company if employed for 5 years or more but less than 10 years; |
| 21 days: | for every 12 months of continuous service with the company if employed for 10 years and more. |
- b) You shall be entitled to payment in lieu of such annual leave if you not to use any or all your annual leave entitlement.
- c) Taking of annual leave shall be mutually arranged so as not to cause any inconvenience to your work.

(In the event of the Company shut down due to whatsoever reason, the employee gives the consent to the Company that the Company may at any time require employees to utilize their annual leaves on a compulsory basis and the Company shall deduct the annual leaves for the period of the shutdown. Under such circumstances, employees who have exceeded their entitlement of annual leaves for the year, the Company may require the employees to be on unpaid leave for the period of the shutdown).

9) **SICK LEAVE AND HOSPITALIZATION LEAVE**

- a) You shall be entitled to paid sick leave after examination by the doctor appointed by the company or if no such appointed doctor, or if nature and circumstances of illness are such that the appointed doctors are not available within reasonable time or distance, by any other doctor or government Medical Officer.
- b) You shall be entitled to paid sick leave in each calendar year as follows:
 - 14 days: if employed for less than 2 years;
 - 18 days: if employed for 2 years or more but less than 5 years;
 - 22 days: if employed for 5 years or more.
- c) Sixty (60) days in each calendar year if hospitalization is necessary as may be certified by such medical practitioner appointed by the company or any government Medical Officer.
- d) An employee shall inform the company of the sick leave granted within forty eight (48) hours of the commencement of such sick leave and shall submit such sick leave certificate to the company on resumption of duty.

10) **TRANSFER**

You will be required to carry out such duties and job functions in which you may be instructed from time to time by the Company or persons acting on behalf of the Company and you may be required to be transferred from one Section or Department or Location or Associate Company to another at the discretion of the Company.

11) **DISCIPLINE**

- a) Contract deemed to be breached if any employee is absent from work for more than two (2) consecutive days i.e.
- b) Disciplinary actions will be taken against any employee for misconduct, inefficiency, indiscipline, non-compliance of the Company's regulations. Employees will be liable for disciplinary action under Section 14(1) Employment Act 1955.
- c) Code of conduct, company's rules & regulation
Employees at all time be true and faithful to the company in all aspect in the executions of duties and responsibilities. Not to disclose or divulge at any person and trade information to which employee may have access during his or her employment. Employees are expected to abide to all working and office regulations enforced from time to time by the company. Any actions contradict to the terms and condition laid down shall subject to disciplinary action or instant dismissed under Section 14(1) of the Employment Act 1955.
- d) Misconduct can be categorized as minor and major misconduct
 - 1) Minor misconduct
 - i) Failure to comply with any instructions by the management.
 - ii) Inefficiency in performing duties.
 - iii) Negligence in carrying out duties and laziness.
 - iv) Leaving the work place before due time.
 - v) Habitual late comer without good and valid reasons.
 - vi) Using abusive language towards other employee in office premises or working place.
 - vii) Leaving the work place while working without permission.
 - viii) General misconduct that could jeopardize Company's reputation.
 - ix) Entering other places other that supposed to be without any intention or purpose.
 - x) Irresponsible in handing and care towards tools and apparatus / equipment.
 - xi) Instigating other employee as stated above.

2) Major misconduct

- i) Willful disobeying order and instruction from senior officer / superior.
- ii) Negligence that cause major financial lose and equipment.
- iii) Purposely not reporting any disorder of machinery breakdown that may endanger other employees.
- iv) Misused of punch card and conspire with other employees.
- v) Absent for more than two (2) consecutive working days without any valid reasons.
- vi) Drunk, intoxicated and endanger one other.
- vii) Quarrel or engage in a fight with other employee during working hours.
- viii) Threatening and causing harm to other employees.
- ix) Instigating other employees to create havoc in work place.
- x) Stealing and possessing or proven to possess unauthorized Company's properties.
- xi) Involve in activities that conflict with Company's interest.
- xii) Disclosing Company's secrets to unauthorized person.
- xiii) Misused of Company's telephone for own use.

12) **COMPANY'S SECRECY**

All information obtained in the course of work with this company shall be deemed to be strictly confidential; no such information shall be divulged to any outside party. An intentional damage of the relationship between company and employees is strictly prohibited.

13) **COMPANY'S RULES**

Your employment shall subject to company rules and regulation; and other procedures as may be made known to you from time to time.

For Hong Seng Assembly Sdn. Bhd.

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Employee Acknowledgement

I have read and fully understand the contents of this letter of offer. I hereby agreed and accept the terms and condition stipulate on this appointment letter. I acknowledge received a copy of this letter of offer.

Signature : Darliyah
Name : Darliyah
Nric No : 3304185507790001
Date : 01-01-2024