



0207/PEN/RTK/3/2024

PERJANJIAN KERJA REKALIBRASI RECALIBRATION EMPLOYMENT CONTRACT

Perjanjian kerja ini dibuat oleh :
This Recalibration Employment Contract is made by :

Nama Syarikat/ : **DE LAMB CUISINE SDN BHD**
Company's Name

Nama Pengarah : **CHI KAR HUNG**
Company Director

No. IC / Paspor/ : **620405075615**
Passport Number

Alamat Syarikat : **3-R-01-03A, PERSIARAN KEL**
Company's Address **TRI-ANGLE, 11900 BAYAN LEP**

No. Telp Pejabat : **+6046047002**
Office Phone Number

Email Syarikat : **chinkarhung992@gmail.com**
Company's e-mail

Sektor : **Service**
Sector

("Selanjutnya dinamakan **PEMBERI KERJA/EMPLOYER**") dengan

Nama Pekerja : **MUHAMMAD SANDRA SUHAR**
Indonesian Worker's Name

No. Passport : **AU389924**

Tempat&Tanggal lahir : **LAWE MAKLUM , 1995-02-07**
Place&Date of Birth

Alamat tinggal Pekerja di : **DESA LAWE MAKLUM, K**
Indonesia **RAHMAH, KAB. ACEH TENGG**
Worker's address in Indonesia

Provinsi : **Aceh**
Province

Kabupaten Kota : **Kabupaten Aceh Tenggara**
City

No. HP Pekerja : **+60143004039**
Mobile phone



berdasarkan hukum dan peraturan perundangan yang berlaku di Malaysia dengan ketentuan sebagai berikut:

The Employer and Worker hereby agree to enter into an Employment Contract, in accordance with Malaysian laws and regulations, with the following terms and conditions:

1. TEMPAT KERJA/ WORKPLACE

- a. Pemberi kerja hanya akan mempekerjakan Pekerja dalam jabatan sebagai/
The Employer shall only employ Indonesia Migrant Worker as: Cook Helper
- b. Pekerja hanya diperbolehkan bekerja untuk Pemberi Kerja di lokasi kerja yang
Indonesian Migrant Worker shall only allowed to work with Employers at: 3-R-01-03A, PERSLARAN KELICAP, SETIA TRI-ANGLE, 11900 BANGSAR

2. MASA PERJANJIAN KERJA/ DURATION THE CONTRACT OF EMPLOYMENT

- a. Jangka Waktu Perjanjian Kerja ini adalah 1 (satu) tahun sejak tanggal per
kemungkinan perpanjangan paling lama 1 (satu) tahun berdasarkan kesepakatan
The duration of this Employment Contract shall be for 1 (one) years from the date of signing of the Employment Contract by both parties with the possibility of a maximum extension based on mutual agreement.
- b. Berdasarkan persetujuan bersama antara Pemberi Kerja dan Pekerja, Perjanjian Kerja dapat diperbarui, setidaknya 3 (tiga) bulan sebelum berakhirnya masa berlaku Perjanjian Kerja Sementara (PLKS).
Subject to mutual consent of the Employer and Indonesian Migrant Worker, the Employment Contract may be renewed at least 3 (three) months before expiration of working visa.
- c. Dalam hal Perjanjian Kerja diperbaharui, Pemberi kerja dapat menaikkan gaji Pekerja Migran Indonesia dengan mempertimbangkan performa kerja dan masa kerja Pekerja Migran Indonesia.
In the case the Employment Contract is being renewed, the Employer may increase the wages of the Indonesian Migrant Worker taking into account the work performance and total working period of the Indonesian Migrant Worker.
- d. Pembaharuan atau perpanjangan Perjanjian Kerja wajib/harus diberitahukan kepada Perwakilan Republik Indonesia di Malaysia melalui sistem yang ditetapkan oleh Perwakilan Kerja/majikan setidaknya 3 (tiga) bulan sebelum berakhirnya masa berlaku Perjanjian Kerja Sementara (PLKS).
The renewal or extension of the Employment Contract shall be notified by the Indonesian Mission in Peninsular/Sabah/Sarawak through the system/online at least 3 (three) months before the expiration of working visa.



- a. Pekerja harus senantiasa menunjukkan mutu kerja yang baik dan mematuhi perintah yang diberikan oleh PEMBERI KERJA melalui petugas yang ditunjuk.
Workers have to always demonstrate good working quality and comply with instructions given by the Employer through the appointed officers.
- b. Pekerja harus bekerja untuk PEMBERI KERJA ataupun syarikat ini saja dan penuh dedikasi atas segala tugas yang diberikan.
Workers are only allowed to work with this Employer or company and must be fully dedicated in all assigned tasks.
- c. Pekerja harus selalu menjaga tingkah laku, budi bahasa dan senantiasa menghormati PEMBERI KERJA atau wakil-wakilnya, rekan sekerja dan masyarakat sekitar.
Workers must always behave politely, courteously and respectfully to representatives, colleagues and the surrounding community.
- d. Pekerja harus menghormati budaya, tata-susila dan cara hidup masyarakat Malaysia.
Employees must respect the culture and customs of the local community and applicable laws and regulations in Malaysia.
- e. Pekerja harus bekerja sesuai dengan jabatan dan tugasnya seperti yang tercantum dalam kontrak kerja dan Pas Lawatan Kerja Sementara.
Employees must work according to their position and duties as stated in the contract and Temporary Work Visit Permit (PLKS).
- f. Pekerja harus mematuhi semua peraturan yang ditetapkan oleh syarikat seperti yang tercantum dalam buku peraturan dan syarat-syarat kerja serta peraturan yang dibuat oleh pihak berkuasa yang sesuai aturan yang berlaku di Malaysia.
Employees must comply with all rules set by the company as stated in the company handbook, conditions and regulations made for the company dormitory, in accordance with applicable laws and regulations in Malaysia.
- g. Pekerja tidak dibenarkan membawa keluarga dan tidak dibenarkan pertemuan sesama pekerja atau dengan pekerja asing lainnya atau dengan penduduk setempat tanpa kebenaran khusus dari Kerajaan Malaysia.
Employees are not allowed to bring their families and are not allowed to meet other employee or other foreign workers or local residents without special permission from the Malaysian government.
- h. Pekerja dapat diberikan sanksi atau dikenakan tindakan DISIPLIN jika melanggar perjanjian kerja ataupun undang-undang di Malaysia.
Employees may be given sanctions or be subject to disciplinary action if they violate the contract agreements or laws in Malaysia.



- by the Embassy/Consulate General of the Republic of Indonesia every year*
Employee agree to extend the working period as well as the Temporary
(PLKS) within 2 (two) months prior to the expiration of the previous employ
- c) Majikan tidak boleh mempekerjakan pekerja selain daripada tugas dan dengan jabatan pekerjaan dalam kontrak kerja dan Pas Lawatan Kerja Sementara
Employers are not allowed to employ the employees other than their accordance with the work contract and Temporary Work Visit Permit (PLK
 - d) Majikan wajib bertanggung jawab menyediakan peralatan dan perlengkapan keselamatan pekerja secara cuma-cuma
Employers must be responsible to provide work tools and equipment for the free of charge.
 - e) Majikan harus menyediakan waktu bagi pekerja untuk beribadah sesuai agama yang cukup selama jam kerja sesuai dengan Undang-Undang Ketenagakerjaan
Employers are obliged to provide opportunities for workers to perform work their religion and adequate rest during working hours in accordance Employment Act.
 - f) Majikan harus menyediakan akomodasi atau tempat tinggal bagi pekerja kebutuhan dasar pekerja yang layak sesuai dengan akta standar minimum fasilitas pekerja 1990.
Employers are obliged to provide accommodation or living quarters for the needs facilities as stated in the Employees' Minimum Standard of Housing and Amenities Act 1990.
 - g) Majikan harus membayar dan menanggung biaya recalibrasi, levy, FOMEMA pembayaran program recalibrasi tenaga kerja dan tidak ada pemotongan gaji menjadi tanggungan pekerja.
Employers are required to pay the recalibration fee, levy, FOMEMA and all program costs, and there are no salary deduction or any payments which are of the workers.
 - h) Majikan dilarang melakukan pemotongan gaji pekerja dan/atau meminta membayar semua biaya pengurusan Recalibrasi Tenaga Kerja termasuk biaya proses, visa, FOMEMA atau biaya lain yang harus ditanggung majikan.
Employees are prohibited from deducting workers' wages and/or asking costs for recalibration fee, levy, processing, visas, FOMEMA or any other borne by the employer.
 - i) Majikan atau pihak lain dilarang memegang dan menyimpan paspor pekerja apapun.
Employers or any other parties are prohibited from holding and keeping e for any reason.



settled by the foreign worker during the employment contract period or Temporary Work Visit Permit (PLKS).

- l) Majikan dilarang dan bertanggung jawab untuk tidak memotong gaji pekerja dalam pelaksanaan program Rekalibrasi Tenaga Kerja ini.
Employers are not allowed and responsible for not deducting workers' salaries during this recalibration program.
- m) Majikan harus bertanggung jawab membayar biaya pemulangan pekerja ke daerah asal pekerja dan melaporkan ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia jika pekerja telah dipastikan mengidap penyakit berbahaya, penyakit menular, atau sakit, perjanjian kerja telah berakhir, meninggal dunia atau tidak lulus tes kesehatan. *Employers are responsible to pay for the costs of returning the foreign worker to his/her place of origin and report it to the Embassy/Consulate General of the Republic of Indonesia if he/she has confirmed that he/she has a dangerous disease, an infectious disease, illness, or is no longer fit to work anymore, the employment contract has ended, deceased, or failed in the recalibration program.*
- n) Majikan harus mengurus perpanjangan kontrak kerja ke Kedutaan atau Konsulat Jenderal Republik Indonesia jika kedua pihak sepakat untuk memperpanjang kontrak kerja dan sebelum proses perpanjangan PLKS. *Employers shall arrange the extension of the employment contract to the Embassy/Consulate General of the Republic of Indonesia if both parties agree to extend the contract and it's prior to the processing of Temporary Work Visit Permit (PLKS) extension.*
- o) Majikan wajib mengikutkan pekerja pada Perkeso, asuransi kesehatan, atau skema perlindungan asuransi lainnya yang ditetapkan oleh pemerintah Malaysia bagi pekerja asing. *Employers are required to enroll their employees in Perkeso, health Insurance, or BPJS Ketenagakerjaan or other insurance protection schemes mandated by the Malaysian government for foreign workers.*
- p) Majikan harus mengurus dan memperoleh Check Out Memo (COM) dari Imigresen Malaysia sebelum pekerja asing dipulangkan ke daerah asal di Indonesia jika tidak lulus tes kesehatan (Fomema), tidak lulus visa kerja, atau telah selesai melaksanakan kontrak sebelum PLKS berakhir dengan semua biaya kepulangan ditanggung majikan. *Employer must manage and obtain a Check Out Memo (COM) from the Malaysian Immigration before the foreign worker is returned to his/her place of origin in Indonesia if he/she does not pass the medical test (FOMEMA), working visa or if he/she completes the employment contract before the end of PLKS, with all return costs borne by the Employer.*
- q) Majikan harus melaporkan setiap pekerja yang lulus atau tidak lulus tes kesehatan ke Kedutaan Besar Republik Indonesia.



majikan harus bertanggung jawab penuh terhadap pekerja selama berada di
*If Employer is failed to report to the Embassy/Consulate General of the R
of each worker who passes or fails the RTK program and he/her is not re
then the Employer must take a full responsibility of the worker when he/she*

6. GAJI DAN MANFAAT/ SALARY AND BENEFITS

- Gaji per bulan/*Salary per month* RM 150
- Tunjangan makan/*meal allowance(if any)* RM 0.0
- Tunjangan kehadiran/*attendant allowance(if any)* RM 0.0
- Tunjangan shift pagi/*morning(if any)* RM 0.0
- Tunjangan shift siang/*afternoon(if any)* RM 0.0
- Tunjangan shift malam/*night(if any)* RM 0.0

7. PERHITUNGAN LEMBUR/ OVERTIME CALCULATION

Pekerja yang bekerja lembur / over time, maka kerja lembur / over time-nya a
perhitungan mengikuti Undang-Undang Ketenagakerjaan /di Malaysia , der
berikut :

*Employee who works overtime, then the overtime wages will be paid based on th
is in accordance with the Malaysian Employment Act, as follows:*

a. Ordinary Rate of Pay (ORP) : Gaji Bulanan

26

b. Hourly Rate of Pay (HRP) : ORP

Working Hour per Day

8. WAKTU BEKERJA / WORKING HOURS

Pekerja bekerja 8 (delapan) jam sehari atau maksimal selama 45 jam seminggu
diatur oleh perusahaan dan harus sesuai dengan Undang-Undang Ketenagakerjaan
*Working hours are 8 (eight) hours a day or maximum 45 (forty five) hours a
schedule is arranged by the company in accordance with the Malaysian Employ*

9. CUTI TAHUNAN / ANNUAL LEAVE

Perusahaan dapat memberikan cuti kerja, cuti tahunan berbayar atau cuti da
sesuai dengan Undang-Undang Kerajaan Malaysia yang berlaku di Seme
Sarawak, sebagai berikut:



the employee,

- Pekerja harus mengonfirmasi status keadaan tersebut dengan menyerahkan atau surat kematian/pemakaman kepada pihak perusahaan.
The Worker must confirm the emergency status by delivering a telegram/letter to the deceased or a death certificate to the company.

10. FASILITAS/ FACILITIES

a. Asrama/Accommodation

Pihak syarikat menyediakan asrama yang lengkap untuk semua pekerja syarikat perlu membuat peraturan dan syarat-syarat bagi semua penghuni asrama syarikat sesuai dengan peraturan yang berlaku di Semenanjung, Sabah dan Sarawak.
The Employer must provide accommodation/complete dormitories for all workers. However, the Employer should making the rules and conditions applied to the said dormitories, which is in accordance to the regulations applicable in Peninsular Malaysia, Sabah and Sarawak.

- Pekerja hanya dibenarkan tinggal di asrama yang disediakan oleh syarikat. Dilarang menempati asrama selain dari yang telah ditetapkan.
The Worker is only allowed to stay in the dormitory provided by the company. The Worker is prohibited from staying at other dormitory than what has been determined.
- Penghuni asrama yang tinggal di asrama syarikat, wajib menjaga keselamatan asrama yang disediakan agar tidak hilang ataupun rusak.
The Worker who lives in company dormitory is required to take care of the dormitory provided, prevents it from lost or any damages.
- Pekerja yang tinggal di asrama syarikat wajib menjaga perilaku, tata krama dan berpakaian selama berada di asrama.
The worker who lives in company dormitory is required to behave and dress properly according to social etiquette during their stay at the dormitory.
- Penghuni asrama dilarang keras membawa teman, tamu ataupun saudara laki-laki maupun perempuan.
The worker is strictly prohibited from inviting friends, guests or relatives to the dormitory, both male and female.
- Pekerja wajib menjaga kebersihan rumahnya sendiri dan lingkungan sekitarnya.
Dormitory residents have to maintain the cleanliness of their house and surroundings.
- Pemberi kerja/majikan akan membayar tagihan biaya listrik dan air sesuai aturan yang berlaku.
The Employer will pay for the electricity and water bills free of charge according to Malaysian regulation.



up/treatment at the hospitals or clinics, as well as when sending Indonesian workers back home to the airports in Malaysia.

c. PERAWATAN MEDIS/MEDICAL TREATMENT

Bagi Pemberi kerja/majikan yang tidak menyediakan fasilitas klinik kesehatan harus dapat berobat di klinik mana saja yang terdekat dengan lokasi kerja. Biaya perawatan/pengobatan ditanggung oleh pemberi kerja/majikan.

For companies that do not provide health clinic facilities, the employers must ensure that the worker is able to get treatment/medication at any health facilities near the work location and all the costs are borne by the company.

Jika Pekerja sakit dan harus dirawat inap, pemberi kerja menyediakan dan membayar biaya perawatan dan pengobatan. Pembayaran perawatan dan pengobatan sepenuhnya oleh perusahaan mengikuti peraturan kerja yang berlaku di Semenanjung Malaysia dan Sarawak.

If the worker gets sick and must be hospitalized, the company has to provide and pay for the treatment/medication costs. The treatment/medication bill payment will be borne by the company in accordance with the work regulations applicable in Semenanjung Malaysia and Sarawak.

11. PENYELESAIAN SENGKETA/DISPUTE RESOLUTION

Apabila terjadi perbedaan pendapat (perselisihan paham/salah pengertian) antara pemberi kerja/majikan dengan pekerja maka perlu dilakukan hal-hal seperti berikut:

In the event of a dispute between the Employer and the Worker, the following shall be taken into consideration:

- Pihak pemberi kerja dan Pekerja akan bekerjasama melalui musyawarah untuk menyelesaikan masalah yang terkait.

The Employer and Workers will work together through consultations to resolve any issues.

- Bila diperlukan pihak pemberi kerja akan merujuk kepada Jabatan Tenaga Kerja, Kementerian Imigresen dan pihak terkait dari Kerajaan Malaysia atau pihak Kedutaan/Jenderal Republik Indonesia di Malaysia.

If necessary, the Employer may request directions to the Ministry of Labor, Immigration and other Malaysian government's departments or the Embassy/Consulate of the Republic of Indonesia in Malaysia.

- Semua keputusan yang dibuat harus tunduk dan mengikuti Undang-Undang dan Kebijakan Kedutaan/Konsulat Indonesia di Malaysia.

All decisions made must comply with and follow the laws of Malaysia and the Indonesian Mission in Malaysia.



13. PERALATAN KERJA/WORKING EQUIPMENT

- Pekerja wajib menjaga dan menyimpan serta merawat dengan baik semua peralatan yang diberikan oleh PEMBERI KERJA.
The Employee must keep, store and take a good care of all working equipment provided by Employer.
- Pekerja akan mengembalikan semua peralatan bila diarahkan oleh PEMBERI KERJA setelah pemutusan hubungan kerja karena alasan apapun.
The Employee will return all working equipment when directed by the Employer at the termination of employment contract for any reason.
- Seragam kerja disediakan oleh perusahaan bila diperlukan.
Work uniforms are provided by the company if needed
- Peralatan kerja dan alat keselamatan kerja disediakan oleh perusahaan seperti alat pemadam, sarung tangan dan sesuai dengan bidang pekerjaannya berdasarkan peraturan Kerajaan Malaysia. Apabila hilang karena sengaja, lalai atau rusak maka pekerja bertanggungjawab.
Work equipment and work safety equipment provided by company such as fire extinguishers, gloves, and are suitable for the field of work in accordance with the Malaysian regulations. If lost or damaged deliberately or accidentally, it will be on the Workers responsibility.
- Pekerja tidak dibebankan biaya penggantian peralatan jika peralatan tersebut masih layak pakai dan bukan karena kesalahan pekerja.
The Workers can not be charged for equipment replacement if the equipment is still suitable for use and is not due to the worker's fault.

14. PEMBERHENTIAN PERJANJIAN KERJA/TERMINATION OF EMPLOYMENT CONTRACT

- a. Pihak syarikat dapat membatalkan perjanjian pekerjaan ini sekiranya pekerja melanggar hal-hal berikut sesuai peraturan kerja yang berlaku di Semenanjung Sarawak:
The Employers can cancel the Employment Contract if the Worker violates the following matters, according to the working regulations applicable in Semenanjung Sarawak:
 - Tidak mencapai tingkat mutu kerja yang dikehendaki oleh PEMBERI KERJA.
Not achieving the level of work quality required by the Employer.
 - Tidak mematuhi peraturan dan undang-undang yang ditetapkan oleh PEMBERI KERJA.
Failure to comply with the rules and regulations set by the Employer.
 - Kekurangan kehadiran bertugas dan atau hadir terlambat saat bertugas.
Frequency of not showing up for assignments and or being late for assignments.



- Merekamkan kartu kehadiran waktu kerja orang lain atau merekamkan kartu kehadiran waktu kerja anda.
Helping other workers to record their timesheet card or having other his/her timesheet card.
 - Menjalankan aktifitas sosial yang dapat menjatuhkan citra syarikat d lainnya.
Conducting any social activities that could damage the company's o images.
- b. Pihak majikan atau Pekerja dapat menghentikan atau membatalkan k peraturan kerja yang berlaku di Semenanjung, Sabah dan Sarawak.
The Employer or Worker can terminate or cancel the Employment Contr the work regulations in force in Semenanjung, Sabah and Sarawak.

15. PENGHANTARAN PULANG PEKERJA KE NEGARA ASAL

- a. Pihak syarikat akan membiayai sepenuhnya biaya pemulangan pekerja ke (origin) di Indonesia disebabkan oleh Pekerja itu telah habis masa kontrak dunia dan kesalahan pemberi kerja tidak mematuhi perjanjian kerja atau Malaysia :
- The Employer will fully bear the travel expenses of returning the worke origin in Indonesia when one of these conditions applicable are the Emplo expired,the Worker is passed away and the Employer's mistake or not o contract or Malaysian laws and regulation.*
- b. Pihak Pemberi kerja tidak akan membiayai biaya transportasi pemulang negara asal jika disebabkan menderita penyakit berat dan menular (HIV, STD, Tuberculosis dan lain-lain seperti yang disahkan oleh ahli medis di M bersalah berdasarkan hukum pidana, Mempunyai dan terlibat c sosial,pMengakhiri kontrak kerja sebelum masa berlakunya selesai,Pem tidak dapat menjalankan tugas sesuai dengan tingkat yang dikehendaki syarikat walaupun telah diberi bimbingan dan instruksi serta jangka mengundurkan diri,
- However, the Employer will not be financing the transportation costs returning to his/her country of origin, when he/she suffering from serious diseases (HIV/AIDS, Hepatitis B, STD, Tuberculosis and others confirmed in Malaysia), found guilty under the criminal law,Having and being issues,termination the employment contract before its validity period due,re failure to carry out duties according to the level desired and determin despite being given guidance and instruction as well as a reasonable period*



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refer their dispute related to their relation of employment to the appropriate authorities and Indonesian Mission in Malaysia for mediation, conciliation in accordance with the applicable laws in Malaysia.

Semua isi perjanjian kerja ini telah dibaca oleh kedua pihak dan ditandatangani dengan PEKERJA dengan PEMBERI KERJA/MAJIKAN.

The entire contents of this Employment Contract have been read and signed by both parties and the EMPLOYER.

PEMBERI KERJA/MAJIKAN.

Nama : CHI KAR HUNG

Kontak No : +6012 5381908

Penang, 14 Mar 2024
Verified By,

PEKERJA

Nama : MUHAMMAD SANDRA

Tarikh : 11/03/2024

SAKSI



Nama : Rodhiyatul Khasanah

