

PERJANJIAN KERJA REKALIBRASI
RECALIBRATION EMPLOYMENT CONTRACT

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

Nama Syarikat/ : **TOP CHAPTER SDN BHD**
Company's Name
Nama Pengarah : **MOHD HANAPIAH BIN JANTAN**
Company Director
No. IC / Paspor/ : **480730015219**
Passport Number
Alamat Syarikat : **NO 14-2A JALAN UP 1/5, TAMAN UKAY**
Company's Address : **PERDANA, AMPANG**
No. Telp Pejabat : **+60342533289**
Office Phone Number
Email Syarikat : **topchaptersb@yahoo.com**
Company's e-mail
Sektor : **Construction**
Sector

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

Nama Pekerja : **SULI**
Indonesian Worker's Name
No. Passport : **C9299012**
Tempat&Tanggal lahir : **PAMEKASAN , 1979-09-29**
Place&Date of Birth
Alamat tinggal Pekerja di : **DSN KOMBANG**
Indonesia : **000/000**
Worker's address in Indonesia : **KETAPANG LAOK**
Provinsi : **Jawa Timur**
Province
Kabupaten Kota : **Kabupaten Sampang**
City
No. HP Pekerja : **0147891521**
Mobile phone
Nama Suami/ Isteri/ Orang Tua/ : **MAT MUNIR**
Wali/ Ahli Waris
Name of Husband/ Wife/ Parents/
Family/ Beneficiary's
Nomor Telp / Hp (keluarga) : **+6287858099589**
Phone Number of Family

Warganegara Indonesia, (selanjutnya dinamakan "**PEKERJA/WORKER**").

Pemberi Kerja/Majikan dan Pekerja sepakat untuk menandatangani Perjanjian Kerja berdasarkan hukum dan peraturan perundangan yang berlaku di Malaysia dengan syarat dan ketentuan sebagai berikut:

The Employer and Worker hereby agree to enter into an Employment Contract, in accordance to the 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: **General Worker***
- b. Pekerja hanya diperbolehkan bekerja untuk Pemberi Kerja di lokasi kerja yang beralamat di/
*Indonesian Migrant Worker shall only allowed to work with Employers at: **NO 14-2A JALAN UP 1/5, TAMAN UKAY PERDANA, AMPANG***

2. MASA PERJANJIAN KERJA/ DURATION THE CONTRACT OF EMPLOYMENT

- a. Jangka Waktu Perjanjian Kerja ini adalah 1 (satu) tahun sejak tanggal perjanjian kerja dengan kemungkinan perpanjangan paling lama 1 (satu) tahun berdasarkan kesepakatan bersama.
The duration of this Employment Contract shall be for 1 (one) years from the confirmation date of the Employment Contract by both parties with the possibility of a maximum 1 (one) year 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 Pas Lawatan 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 upah minimum Pekerja Migran Indonesia dengan mempertimbangkan performa kerja dan jumlah keseluruhan masa kerja Pekerja Migran Indonesia.
In the case the Employment Contract is being renewed, the Employer may raise the minimum wages of the Indonesian Migrant Worker taking into account the work performance and the total working period of the Indonesian Migrant Worker.
- d. Pembaharuan atau perpanjangan Perjanjian Kerja wajib/harus diberitahukan oleh Pemberi Kerja ke Perwakilan Republik Indonesia di Malaysia melalui sistem yang diajukan oleh Pemberi Kerja/majikan setidaknya 3 (tiga) bulan sebelum berakhirnya masa berlaku Pas Lawatan Kerja Sementara (PLKS).
The renewal or extension of the Employment Contract shall be notified by the Employer to the Indonesian Mission in Peninsular/Sabah/Sarawak through the system/online submitted by the Employer at least 2 (two) months before the expiration of working visa.

3. BATAS UMUR PEKERJAAN/ WORKER AGE LIMIT

Batas umur pekerja yang dapat bekerja dalam program Rekalibrasi Tenaga Kerja ini adalah minimal 18 tahun dan tergantung lulus tes kesehatan (Fomema).

The age limit for worker who can work in this Labor Recalibration program is at least 18 years old and depending on whether he/she passes the medical test (Fomema).

- b. Pekerja harus bekerja untuk PEMBERI KERJA ataupun syarikat ini saja dan bertanggungjawab dan penuh dedikasi atas segala tugas yang diberikan.
Workers are only allowed to work with this Employer or company and must be responsible and 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 Employers or their representatives, colleagues and the surrounding community.
- d. Pekerja harus menghormati budaya, tata-susila dan cara hidup masyarakat setempat dan hukum Malaysia.
Employees must respect the culture and customs of the local community and comply with 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 employment contract and Temporary Work Visit Permit (PLKS).
- f. Pekerja harus mematuhi semua peraturan yang ditetapkan oleh syarikat seperti yang tertera di dalam buku peraturan dan syarat-syarat kerja serta peraturan yang dibuat untuk asrama syarikat sesuai aturan yang berlaku di Malaysia.
Employees must comply with all rules set by the company as stated in the rule book, working conditions and regulations made for the company dormitory, in accordance with the applicable regulations in Malaysia.
- g. Pekerja tidak dibenarkan membawa keluarga dan tidak dibenarkan pula menikah dengan sesama pekerja atau dengan pekerja asing lainnya atau dengan penduduk setempat tanpa izin khusus dari Kerajaan Malaysia.
Employees are not allowed to bring their families and are not allowed to marry fellow 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 terbukti melanggar perjanjian kerja ataupun undang-undang di Malaysia.
Employees may be given sanctions or be subject to disciplinary action if proven violating work agreements or laws in Malaysia.

5. TUGAS DAN TANGGUNG JAWAB MAJIKAN (PEMBERI KERJA)

- a) Majikan wajib membayar gaji dan tunjangan pekerja setiap bulan dan paling lambat setiap tanggal 7 pada bulan berikutnya disertai bukti pembayaran gaji setiap bulan.
Employers are required to pay salaries and employee benefits every month and no later than the 7th of the following month, along with the proof of payment of the monthly salary, to the worker's bank account.
- b) Majikan wajib mengurus perpanjangan kontrak kerja yang disahkan oleh KBRI/KJRI setiap tahun jika majikan dan pekerja setuju untuk memperpanjang masa kerja dan PLKS dalam waktu 2 (dua) bulan sebelum berakhirnya masa kontrak kerja sebelumnya.
Employer is obliged to arrange for an extension of the employment contract that is confirmed by the Embassy/Consulate General of the Republic of Indonesia every year if the Employer and Employee agree to extend the working period as well as the Temporary Work Visit Permit (PLKS) within 2 (two) months prior to the expiration of the previous employment contract.
- c) Majikan tidak boleh mempekerjakan pekerja selain daripada tugas dan pekerjaannya sesuai

dengan jabatan pekerjaan dalam kontrak kerja dan Pas Lawatan Kerja Sementara.

Employers are not allowed to employ the employees other than their duties and work in accordance with the work contract and Temporary Work Visit Permit (PLKS).

- d) Majikan wajib bertanggung jawab menyediakan peralatan dan perlengkapan kerja bagi keselamatan pekerja secara cuma-cuma
Employers must be responsible to provide work tools and equipment for the safety of workers, free of charge.
- e) Majikan harus menyediakan waktu bagi pekerja untuk beribadah sesuai agamanya dan istirahat yang cukup selama jam kerja sesuai dengan Undang-Undang Ketenagakerjaan.
Employers are obliged to provide opportunities for workers to perform worship according to their religion and adequate rest during working hours in accordance with the Malaysian Employment Act.
- f) Majikan harus menyediakan akomodasi atau tempat tinggal bagi pekerja dengan fasilitas kebutuhan dasar pekerja yang layak sesuai dengan akta standar minimum perumahan dan fasilitas pekerja 1990.
Employers are obliged to provide accommodation or living quarters for employees with basic needs facilities as stated in the Employees' Minimum Standard of Housing, Accommodations and Amenities Act 1990.
- g) Majikan harus membayar dan menanggung biaya recalibrasi, levy, FOMEMA dan semua biaya pembayaran program recalibrasi tenaga kerja dan tidak ada pemotongan gaji atau bayaran yang menjadi tanggungan pekerja.
Employers are required to pay the recalibration fee, levy, FOMEMA and all other recalibration program costs, and there are no salary deduction or any payments which are the responsibility of the workers.
- h) Majikan dilarang melakukan pemotongan gaji pekerja dan/atau meminta pekerja untuk membayar semua biaya pengurusan Rekalibrasi Tenaga Kerja termasuk biaya Rekalibrasi, levy, proses, visa, FOMEMA atau biaya lain yang harus ditanggung majikan.
Employees are prohibited from deducting workers' wages and/or asking workers to pay all costs for recalibration fee, levy, processing, visas, FOMEMA or any other costs that must be borne by the employer.
- i) Majikan atau pihak lain dilarang memegang dan menyimpan paspor pekerja dengan alasan apapun.
Employers or any other parties are prohibited from holding and keeping employees' passports for any reason.
- j) Majikan harus bertanggung jawab jika pekerja bekerja tidak sesuai dengan posisi pekerjaan dan Pas Lawatan Kerja Sementara dan majikan siap menerima sanksi hukum atas pelanggaran terhadap Undang-Undang Keimigrasian dan/ atau Undang-Undang Ketenagakerjaan Malaysia.
Employers must be responsible if the worker does not work in accordance with the job position and Temporary Work Visit Permit (PLKS), and the employers are apt to accept the legal sanctions for violations of the Immigration Act and/or the Malaysian Employment Act.
- k) Majikan bertanggungjawab untuk menyelesaikan pembayaran biaya pengobatan pekerja asing sekiranya tidak dilunasi oleh pekerja asing selama periode kontrak kerja atau Pas Lawatan Kerja Sementara.
Employers are responsible for paying off the foreign worker's medical expenses if it is not 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 atas semua biaya pengurusan Rekalibrasi Tenaga Kerja ini.

Employers are not allowed and responsible for not deducting workers' salaries for all costs of this recalibration program.

- m) Majikan harus bertanggung jawab membayar biaya pemulangan pekerja asing ke daerah asal pekerja dan melaporkan ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia, apabila pekerja telah dipastikan mengidap penyakit berbahaya, penyakit menular, tidak dapat bekerja lagi, sakit, perjanjian kerja telah berakhir, meninggal dunia atau tidak lulus Rekalibrasi Tenaga Kerja.

Employers are responsible to pay for the costs of returning the foreign worker to his/her area of origin and report it to the Embassy/Consulate General of the Republic of Indonesia, when it is confirmed that he/she has a dangerous disease, an infectious disease, illness, is unable to work anymore, the employment contract has ended, deceased, or failed in the labor recalibration program.

- n) Majikan harus mengurus perpanjangan kontrak kerja ke Kedutaan atau Konsulat Indonesia jika kedua pihak sepakat untuk memperpanjang kontrak kerja dan sebelum pengurusan 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 employment contract and it's prior to the processing of Temporary Work Visit Permit (PLKS) extension.

- o) Majikan wajib mengikutkan pekerja pada Perkeso, asuransi kesehatan dan BPJS Ketenagakerjaan Indonesia atau skema perlindungan asuransi lainnya yang diwajibkan oleh pemerintah Malaysia bagi pekerja asing.

Employers are required to enroll their employees in Perkeso, health Insurance and Indonesian 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 pihak Jabatan Imigresen Malaysia sebelum pekerja asing dipulangkan ke daerah asal di Indonesia jika pekerja tidak lulus tes kesehatan (Fomema), tidak lulus visa kerja, atau telah selesai masa kontrak kerja sebelum PLKS berakhir dengan semua biaya kepulangan ditanggung majikan.

Employer must manage and obtain a Check Out Memo (COM) from Jabatan Imigresen Malaysia 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 (FOMEMA) atau tidak lulus program Rekalibrasi Tenaga Kerja ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia.

Employer are required to report every worker who passes or fails the medical test (FOMEMA) or fails the Labor Recalibration program to the Embassy/Consulate General of the Republic of Indonesia.

- r) Majikan harus melaporkan ke Kedutaan/Konsulat Indonesia jika pekerja kabur, sakit atau meninggal dunia.

Employers have to inform the Embassy/Consulate General of the Republic of Indonesia if the workers run away, illness or pass away.

- s) Jika Majikan tidak melaporkan setiap pekerja yang lulus atau tidak lulus program RTK dan tidak dipulangkan ke Indonesia ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia, maka majikan harus bertanggung jawab penuh terhadap pekerja selama berada di Malaysia.

If Employer is failed to report to the Embassy/Consulate General of the Republic of Indonesia of each worker who passes or fails the RTK program and he/her is not returned to Indonesia, then the Employer must take a full responsibility of the worker when he/she is in Malaysia.

6. GAJI DAN MANFAAT/ SALARY AND BENEFITS

• Gaji per bulan/ <i>Salary per month</i>	RM 2000.00
• Tunjangan makan/ <i>meal allowance(if any)</i>	RM 0.00
• Tunjangan kehadiran/ <i>attendant allowance(if any)</i>	RM 0.00
• Tunjangan shift pagi/ <i>morning(if any)</i>	RM 0.00
• Tunjangan shift siang/ <i>afternoon(if any)</i>	RM 0.00
• Tunjangan shift malam/ <i>night(if any)</i>	RM 0.00

7. PERHITUNGAN LEMBUR/ OVERTIME CALCULATION

Pekerja yang bekerja lembur / over time, maka kerja lembur / over time-nya akan dibayar, dengan perhitungan mengikuti Undang-Undang Ketenagakerjaan /di Malaysia , dengan uraian sebagai berikut :

Employee who works overtime, then the overtime wages will be paid based on the calculations which 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 dan jadwal kerjanya diatur oleh perusahaan dan harus sesuai dengan Undang-Undang Ketenagakerjaan Malaysia.

Working hours are 8 (eight) hours a day or maximum 45 (forty five) hours a week and the work schedule is arranged by the company in accordance with the Malaysian Employment Act.

9. CUTI TAHUNAN / ANNUAL LEAVE

Perusahaan dapat memberikan cuti kerja, cuti tahunan berbayar atau cuti darurat kepada pekerja sesuai dengan Undang-Undang Kerajaan Malaysia yang berlaku di Semenanjung, Sabah dan Sarawak, sebagai berikut:

The Company should provide the employee with paid leave , paid annual leave or emergency leave in accordance with the Malaysian Employment Act which is applicable in Semenanjung, Sabah dan Sarawak, as follows:

- Pekerja dibenarkan cuti pulang ke Indonesia atas biaya sendiri jika ada kematian pada keluarganya sendiri.

Employee is entitled to paid leave to return to Indonesia at his/her own expense when there is a member of his/her own family passed away.

- Jangka waktu cuti adalah sesuai izin dan kebijaksanaan pihak perusahaan kepada pekerja.
- The paid leave period is in accordance with the permission and discretion of the company to the employee,*

- Pekerja harus mengonfirmasi status keadaan tersebut dengan menyerahkan bukti telegram/surat atau surat kematian/pemakaman kepada pihak perusahaan.

The Worker must confirm the emergency status by delivering a telegram/letter informing about

the deceased or a death certificate to the company.

10. FASILITAS/ FACILITIES

a. Asrama/Accommodation

Pihak syarikat menyediakan asrama yang lengkap untuk semua pekerja asing. Namun pihak syarikat perlu membuat peraturan dan syarat-syarat bagi semua penghuni yang tinggal di asrama syarikat sesuai dengan peraturan yang berlaku di Semenanjung, Sabah dan Sarawak.

The Employer must provide accommodation/complete dormitories for all foreign workers. However, the Employer should making the rules and conditions applied to all residents living in the said dormitories, which is in accordance to the regulations applicable in Semenanjung, Sabah and Sarawak.

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

b. TRANSPORTASI/TRANSPORTATION

Pemberi kerja/majikan harus menyediakan fasilitas pengangkutan Pekerja untuk keperluan mengantar pekerja dari asrama ke tempat kerja dan sebaliknya, pengurusan paspor Pekerja ke Kedutaan / Konsulat Indonesia, pemeriksaan kesehatan, berobat ke klinik atau rumah sakit, dan pengantaran pulang Pekerja Migran Indonesia ke bandara di Malaysia.

The Employers are required to provide transportation facilities for Indonesian Migrant Workers free of charge from the dormitory to the workplace and vice versa, processing the Worker's passport at the Embassy/Consulate General of the Republic Indonesia, medical check-up/treatment at the hospitals or clinics, as well as when sending Indonesian Migrant Workers back home to the airports in Malaysia.

c. PERAWATAN MEDIS/MEDICAL TREATMENT

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

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

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

If the worker gets sick and must be hospitalized, the company has to provide and bear the treatment/medication costs. The treatment/medication bill payment will be fully borne by the company in accordance with the work regulations applicable in Semenanjung, Sabah 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 matters must 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 the related issues.
- Bila diperlukan pihak pemberi kerja akan merujuk kepada Jabatan Tenaga Kerja dan Jabatan Imigresen dan pihak terkait dari Kerajaan Malaysia atau, pihak Kedutaan atau Konsulat Jenderal Republik Indonesia di Malaysia.
If necessary, the Employer may request directions to the Ministry of Labor and Immigration or any other Malaysian government's departments or the Embassy/Consulate General of the Republic of Indonesia in Malaysia.
- Semua keputusan yang dibuat harus tunduk dan mengikuti Undang-Undang Malaysia dan Kebijakan Kedutaan/Konsulat Indonesia di Malaysia.
All decisions made must comply with and follow the laws of Malaysia and policies from Indonesian Mission in Malaysia.

12. PEMBATALAN VISA KERJA (IZIN KERJA) PEKERJA/CANCELLATION THE WORK VISA

Majikan berhak membatalkan visa kerja/PLKS apabila ada kesalahan dari Pekerja yang melanggar undang-undang Kerajaan Malaysia (tindakan kriminal, lari dari perusahaan dan sebagainya). Pemberi kerja/majikan wajib memberitahukan pihak Kedutaan / Konsulat Indonesia secepatnya.

The Employer has the right to cancel the working visa/PLKS if the workers a mistake which violates Malaysian laws (criminal acts, running away from the employer, etc). The Employer shall notify the Embassy/Consulate General of the Republic of Indonesia in Malaysia promptly.

13. PERALATAN KERJA/WORKING EQUIPMENT

- Pekerja wajib menjaga dan menyimpan serta merawat dengan baik segala peralatan yang diberikan oleh PEMBERI KERJA.

The Employee must keep, store and take a good care of all working equipment provided by the Employer.

- Pekerja akan mengembalikan semua peralatan bila diarahkan oleh PEMBERI KERJA atau setelah pemutusan hubungan kerja karena alasan apapun.
The Employee will return all working equipment when directed by the Employer or upon 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 helmet, sepatu bot dan sarung tangan dan sesuai dengan bidang pekerjaannya berdasarkan undang-undang Kerajaan Malaysia. Apabila hilang karena sengaja, lalai atau rusak maka akan Pekerja harus bertanggungjawab.
Work equipment and work safety equipment provided by company such as helmets, boots, gloves, and are suitable for the field of work in accordance with the Malaysian laws. If it's lost or damaged deliberately or accidentally, it will be on the Workers responsibility.
- Pekerja tidak dibebankan biaya pengantian peralatan jika peralatan tersebut sudah tidak layak pakai dan bukan karena kesalahan pekerja.
The Workers can not be charged for equipment replacement if the equipment is no longer 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 seorang pekerja melanggar hal-hal berikut sesuai peraturan kerja yang berlaku di Semenanjung, Sabah dan Sarawak:
The Employers can cancel the Employment Contract if the Worker violates the following matters, according to the working regulations applicable in Semenanjung, Sabah and 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 tidak hadir bertugas dan atau hadir terlambat saat bertugas.
Frequency of not showing up for assignments and or being late for assignments.
 - Tidak jujur, ceroboh atau lalai dan tidak bertanggungjawab semasa bertugas.
Dishonest, careless or negligent and irresponsible while on duty.
 - Berkelakuan atau menjalankan aktifitas yang dapat mengganggu keharmonisan, kesejahteraan, harta benda dan pengeluaran syarikat serta pekerja lain.
Behaving or carrying out any activities that threatens the harmony, welfare, property and production of the company and other workers.
 - Menyalahgunakan harta benda syarikat atau pun orang lain tanpa izin.
Misusing company's or personal property without permission.
 - Merekamkan kartu kehadiran waktu kerja orang lain atau meminta orang lain merekamkan kartu kehadiran waktu kerja anda.
Helping other workers to record their timesheet card or having other workers to record his/her timesheet card.
 - Menjalankan aktifitas sosial yang dapat menjatuhkan citra syarikat dan pekerja syarikat

lainnya.

Conducting any social activities that could damage the company's or other employee's images.

- b. Pihak majikan atau Pekerja dapat menghentikan atau membatalkan kontrak kerja sesuai peraturan kerja yang berlaku di Semenanjung, Sabah dan Sarawak.

The Employer or Worker can terminate or cancel the Employment Contract in accordance to 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 daerah asal (place of origin) di Indonesia disebabkan oleh Pekerja itu telah habis masa kontrak kerjanya, meninggal dunia dan kesalahan pemberi kerja tidak mematuhi perjanjian kerja atau undang-undang di Malaysia :

The Employer will fully bear the travel expenses of returning the workers to their place of origin in Indonesia when one of these conditions applicable are the Employment Contract has expired, the Worker is passed away and the Employer's mistake or not obey the employment contract or Malaysian laws and regulation.

- b. Pihak Pemberi kerja tidak akan membiayai biaya transportasi pemulangan pekerja asing ke negara asal jika disebabkan menderita penyakit berat dan menular (HIV/AIDS, Hepatitis B, STD, Tuberculosis dan lain-lain seperti yang disahkan oleh ahli medis di Malaysia), dinyatakan bersalah berdasarkan hukum pidana, Mempunyai dan terlibat di dalam masalah sosial, Mengakhiri kontrak kerja sebelum masa berlakunya selesai, Pemulangan disebabkan tidak dapat menjalankan tugas sesuai dengan tingkat yang dikehendaki dan ditentukan oleh syarikat walaupun telah diberi bimbingan dan instruksi serta jangka waktu yang wajar, mengundurkan diri,

However, the Employer will not be financing the transportation costs of foreign workers returning to his/her country of origin, when he/she suffering from serious and communicable diseases (HIV/AIDS, Hepatitis B, STD, Tuberculosis and others confirmed by medical experts in Malaysia), found guilty under the criminal law, Having and being involved in social issues, termination the employment contract before its validity period due, repatriation due to the failure to carry out duties according to the level desired and determined by the company, despite being given guidance and instruction as well as a reasonable period of time, resign.

16. PENYELESAIAN SENGKETA / DISPUTE RESOLUTION

- a. Setiap perselisihan yang timbul antara Pemberi Kerja dan Pekerja Migran Indonesia wajib diselesaikan secara damai melalui musyawarah antar pihak.

Any dispute arising between the Employer and the Indonesian Migrant Worker shall be resolved amicably through negotiation between parties.

- b. Dalam hal tidak terdapat penyelesaian atas perselisihan tersebut, maka salah satu atau kedua pihak yang berperkara dapat membawa perselisihan hubungan kerja mereka tersebut kepada otoritas Malaysia yang terkait dan Perwakilan Republik Indonesia di Malaysia untuk dilakukan mediasi, konsiliasi, dan/atau resolusi sesuai dengan hukum yang berlaku di Malaysia.

In the event there is no settlement on such dispute, one or both of the aggrieved parties may refer their dispute related to their relation of employment to the appropriate Malaysian authorities and Indonesian Mission in Malaysia for mediation, conciliation, and/or resolution in accordance with the applicable laws in Malaysia.

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

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

PEMBERI KERJA/MAJIKAN.



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