

PERJANJIAN KERJA REKALIBRASI
RECALIBRATION EMPLOYMENT CONTRACT

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

Nama Syarikat/ Company's Name	: Z&Z JB RESOURCES
Nama Pengarah Company Director	: WAN MUNIRA BINTI WAN MOHMAD
No. IC / Paspor/ Passport Number	: 750304035476
Alamat Syarikat Company's Address	: NO1554 KAMPUNG SUNGAI 2, GEMENCHEH, TAMPIN, NEGERI SEMBILAN
No. Telp Pejabat Office Phone Number	: 01123189932
Email Syarikat Company's e-mail	: znzjbresources@gmail.com
Sektor Sector	: Agriculture

(“Selanjutnya dinamakan **PEMBERI KERJA/EMPLOYER**”) dengan

Nama Pekerja Indonesian Worker's Name	: MUHAMMAD NASIR
No. Passport	: C1842144
Tempat&Tanggal lahir Place&Date of Birth	: BLANG KUTA , 1990-11-03
Alamat tinggal Pekerja di Indonesia Worker's address in Indonesia	: BLANG KUTAACEH TIMUR, PEUDAWA RAUYEK DUSUN PANTONLUAH INDONESIA
Provinsi Province	: Aceh
Kabupaten Kota City	: Kota Banda Aceh
No. HP Pekerja Mobile phone	: 0177438944
Nama Suami/ Isteri/ Orang Tua/ Wali/ Ahli Waris Name of Husband/ Wife/ Parents/ Family/ Beneficiary's	: ABDULLAH ALI
Nomor Telp / Hp (keluarga) Phone Number of Family	: 6282275903675

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

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 1500.00 |
| • Tunjangan makan/ <i>meal allowance(if any)</i> | RM 0.00 |
| • Tunjangan kehadiran/ <i>attendant allowance(if any)</i> | RM 50.00 |
| • 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 / overtime, maka kerja lembur / overtime-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 and 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.

- 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

- 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 undangan-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.
- 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, Tuberkolosis dan lain-lain seperti yang disahkan oleh ahli medis di Malaysia), dinyatakan bersalah berdasarkan hukum pidana, Mempunyai dan terlibat di dalam masalah sosial,pMengakhiri 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

- 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.
- 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.

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.

Nama : WAN MUNIRA BINTI WAN MOHAMAD

Kontak No : 01116224124

Z&Z JB RESOURCES
201403076870 (JR0044802-A)
LOT 1554 KAMPUNG SUNGAI 2
GEMENCHEH, 73200 TAMPIN,
NEGERI SEMBILAN.

SAKSI

Nama : MOHD ISKANDAR BIN OTMAN

No HP : 011-51406465 -

PEKERJA

Nama : MUHAMMAD NASIR

Tarikh : 24/03/24