

PERPANJANGAN PERJANJIAN KERJA
EXTENTION OF EMPLOYMENT CONTRACT

Perjanjian kerja ini dibuat pada tanggal 05 bulan 04 tahun 2024 diantara :
This Employment Contract is made on 05 month 04 year 2024 between :

(1) Pemberi Kerja

Nama Perusahaan/ Company's Name : **SETIA PEGUN SDN BHD**
Nama Penanggung jawab/ Director : **TAN BEE HONG**
Alamat Perusahaan/ Address : **No 25B Jalan BPU 5,
Bandar Puchong Utama Selangor Puchong**
No. Telepon kantor/Phone Number : **+60122331699**
No. Hp Penanggungjawab/Mobile Phone : **0123152921**
Sector Pekerjaan/ Sector : **Construction**

(2) Pekerja Migran Indonesia (PMI)/Indonesian Migrant Worker

Nama/Name : **ZAINUDDIN BIN MAAL**
Tempat/ Tgl lahir : **LOMBOK , 1976-01-28**
Place/Date of Birth
Nomor Telp/ : **011-14476471**
Hp Phone Number
Alamat asal (Indonesia)/ : **karang baru timur kelurahan sasake kecamatan**
Full Address in Indonesia **praya tengah lombok tengah NTB, Indonesia**
Nusa Tenggara Barat Kabupaten Lombok
Tengah
Jenis Kelamin/ : **Female**
Sex
Nomor Passpor/ : **C5572261**
Passport No.
Nama Suami/Isteri/Orang Tua/Wali : **Marwati**
Name of Husband/Wife/Parents/Family
Alamat orang tua/suami/isteri/Wali : **karang baru timur kelurahan sasake kecamatan**
Family address in Indonesia **praya tengah lombok tengah NTB, Indonesia**
Nusa Tenggara Barat Kabupaten Lombok
Tengah
Nomor Telp / Hp (keluarga) : **6281909093097**
Phone Number of Family

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

The Employer and Indonesian Migrant Worker hereby agree to enter into an Employment Contract, in

accordance to the Malaysian laws and regulations, with the following terms and conditions

1. HAK DAN KEWAJIBAN / Rights and Responsibilities

- a. **Pemberi Kerja dilarang meminta Pekerja Migran Indonesia melakukan pekerjaan di luar aturan dalam Perjanjian Kerja ini.**
The Employer is prohibited to ask Indonesian Migrant Worker to do any work or engage in any activities beyond this Employment Contract
- b. **Pemberi Kerja tidak boleh mempekerjakan Pekerja Migran Indonesia untuk bekerja pada pihak lain atau di tempat lain selain yang tercantum dalam Perjanjian Kerja ini**
The Employer shall not employ the Indonesian Migrant Worker to work for any other party or any other any other premises other than stated in this Employment Contract
- c. **Pekerja Migran Indonesia wajib melaksanakan tugas sesuai dengan jabatan, serta mematuhi ketentuan yang diatur dalam Perjanjian Kerja ini**
The Indonesian Migrant Worker shall perform duties in accordance with the job position and comply with the terms of this Employment Contract
- d. **Pekerja Migran Indonesia wajib mematuhi semua hukum, peraturan perundang-undangan, kebijakan Malaysia dan aturan perusahaan, serta menghormati tradisi dan kebiasaan masyarakat Malaysia selama tinggal di Malaysia.**
The Indonesian Migrant Worker shall abide by all Malaysian laws, regulations, and policies, company regulations and shall respect Malaysian traditions and customs during his/her stay in Malaysia
- e. **Pekerja Migran Indonesia wajib melaksanakan tanggung jawab dan tugas yang diberikan oleh Pemberi Kerja secara bertanggung jawab.**
The Indonesian Migrant Worker shall perform responsibilities and duties assigned by the Employer in a responsible manner.
- f. **Pekerja Migran Indonesia wajib berperilaku sopan, santun, dan hormat kepada Pemberi Kerja**
The Indonesian Migrant Worker shall be courteous, polite, and respectful to the Employer.
- g. **Pekerja Migran Indonesia wajib menyimpan paspor dan dokumen pribadinya selama bekerja dengan Pemberi Kerja dan selama tinggal di Malaysia**
The Indonesian Migrant Worker shall keep his/her passport and personal documents during Employment with the Employer and during his/her stay in Malaysia
- h. **Pekerja Migran Indonesia wajib tidak menggunakan peralatan milik Pemberi Kerja tanpa izin Pemberi Kerja.**
The Indonesian Migrant Worker shall not use any equipment belonging to the Employer , except with the Employer's permission.
- i. **Pekerja Migran Indonesia wajib memiliki hak untuk berkomunikasi dengan siapapun dan kapanpun, di luar jam kerja, melalui alat komunikasi apapun, termasuk diantaranya ponselnya.**
The Indonesian Migrant Worker shall have the rights to communicate with anyone at any time, outside working hours, through any means of communication, including but not limited to, his/her mobile phone.
- j. **Pemberi kerja wajib memperlakukan Pekerja Migran Indonesia dengan hormat dan bermartabat**
The Employer shall treat the Indonesian Migrant Worker with respect and dignity.
- k. **Pemberi kerja wajib memberikan kesempatan kepada Pekerja Migran Indonesia untuk**

melaksanakan haknya melakukan ibadah sesuai dengan keyakinan agamanya

The Employer shall provide opportunity to the Indonesian Migrant Worker to perform his/her rights to pray in accordance with his/her religious beliefs

- l. **Pemberi kerja wajib menyediakan akomodasi bagi Pekerja Migran Indonesia dengan fasilitas yang layak minimal listrik, air bersih, kamar mandi dan toilet dan tempat tidur sesuai ketentuan yang berlaku di Malaysia.**
The Employers shall provide suitable accommodation for Indonesian Migrant Worker with proper facilities which include at minimum electricity, clean water, bathrooms and toilets and beds, in accordance with applicable laws in Malaysia.
- m. **Pemberi Kerja wajib menyediakan sarana transportasi bagi Pekerja Migran Indonesia dari dan ke tempat kerja secara cuma-cuma dengan melihat jarak ke tempat kerja.**
The Employers shall provide transportation facilities for Indonesian Migrant Worker from and to his/her workplaces free of charge
- n. **Pemberi Kerja wajib menyediakan semua perlengkapan kerja seperti seragam, dan alat kerja lainnya disediakan secara cuma-cuma atau gratis.**
The Employer shall provide all work equipment such as uniforms, company identity cards and other work tools free of charge.
- o. **Pemberi Kerja wajib menyediakan peralatan keselamatan kerja yang diperlukan.**
The Employer shall provide the necessary work safety equipment.
- p. **Pekerja Migran Indonesia wajib menggunakan peralatan keselamatan kerja yang disediakan pemberi kerja di tempat kerja.**
The Indonesia Migrant Worker shall use uniforms and/or the personal protection equipment (PPE) provided by the Employer at the workplace.
- q. **Pemberi Kerja wajib melaporkan ke kantor Jabatan Tenaga Kerja Malaysia terdekat, kantor Pertubuhan Keselamatan Sosial (PERKESO) terdekat, Perwakilan Republik Indonesia apabila Pekerja Migran Indonesia melarikan diri, kecelakaan, atau meninggal dunia dalam masa kerjanya atau perjanjian kerja berakhir atau selesai.**
The Employer shall report to the nearest Labour Department, Social Security Organization (SOCSO) office, and Indonesian Mission, in the event of abscond, injury, or death of the Indonesian Migrant Worker during the period of employment or in the event the the Employment Contract is terminate or concluded.

2. TEMPAT KERJA / WORKPLACE

- a. **Pemberi kerja hanya akan mempekerjakan Pekerja Migran Indonesia dalam jabatan dan pekerjaan sebagai /The Employer shall only employ Indonesia Migrant Worker as Construction Worker (sektor/sector: Construction)**
- b. **Pekerja Migran Indonesia hanya diperbolehkan bekerja untuk Pemberi Kerja di lokasi kerja yang beralamat di/Indonesian Migrant Worker shall only allowed to work with Employers at: No 25B Jalan BPU 5, Bandar Puchong Utama Selangor Puchong**

3. MASA BERLAKU / DURATION THE CONTRACT OF EMPLOYMENT

- a. **Jangka Waktu Perjanjian Kerja ini adalah 1 (satu) tahun dengan kemungkinan perpanjangan berdasarkan kesepakatan bersama.**
The duration of this Employment Contract shall be for 1 (one) year with the possibility of extension based on mutual agreement
- b. **Berdasarkan persetujuan bersama antara Pemberi Kerja dan Pekerja Migran Indonesia,**

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 diberitahukan oleh Pemberi Kerja ke Perwakilan Republik Indonesia di Malaysia melalui sistem yang diajukan oleh Pemberi Kerja 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 3 (three) months before the expiration of working visa

4. UPAH DAN MANFAAT / WAGES AND BENEFITS

- a. **Pemberi Kerja wajib mematuhi undang-undang upah minimum di Malaysia dan tingkat upah yang ditentukan dalam Perjanjian Bersama di perusahaan yang berlaku (jika ada)**

The Employer shall comply with the minimum wages' laws in Malaysia and the wage rates provided in the applicable Collective Agreement (if any)

- b. **Pemberi Kerja wajib membayar upah Pekerja Migran Indonesia setiap bulan paling lambat pada hari ke-7 (tujuh) bulan berikutnya minimal sebesar RM 1900 per bulan yang wajib dibayar setiap bulan langsung kepada Pekerja Migran Indonesia dan tidak melalui pihak ketiga, dan bukti pembayaran wajib diserahkan kepada Pekerja Migran Indonesia.**

The Employer shall pay the wage of Indonesian Migrant Worker on a monthly basis not later than the 7th (seventh) day of the following month payable directly to Indonesian Migrant Worker of RM 1900 per month and not through third party, and proof of payment shall be provided to the Indonesian Migrant Worker

- c. **Untuk pembayaran upah, Pemberi Kerja wajib membuka rekening bank atas nama Pekerja Migran Indonesia.**

For payment of wages purpose, the Employer shall open a bank account in the name of the Indonesian Migrant Worker.

- d. **Pemberi Kerja dilarang memotong upah Pekerja Migran Indonesia tanpa alasan yang dibenarkan oleh peraturan yang berlaku.**

The Employers shall be prohibited from deducting the wages of the Indonesian Migrant Workers without reasons justified by the applicable laws

- e. **Pemberi Kerja dapat memberikan tunjangan sesuai dengan peraturan yang berlaku di perusahaan yang dibayarkan dengan gaji yang diterima sesuai dengan ketentuan dan peraturan yang berlaku di perusahaan dan Pemerintah Malaysia. The Employer may pay allowance in accordance with applicable provisions and regulations of the Company and the Government of Malaysia.**

Tunjangan Syif (shift allowance) : RM _____ sehari syif malam (if any)

Tunjangan Kedatangan (attendance allowance): RM _____ sebulan (if any)

5. WAKTU KERJA DAN LEMBUR / WORKING TIME AND OVERTIME

- a. **Jam kerja adalah 45 (empat puluh lima) jam seminggu di luar jam istirahat dan 7,5 jam**

sehari dalam 6 (enam) hari kerja seminggu yang pengaturannya diserahkan kepada Pemberi Kerja .

Working hours are 45 (forty-five) hours or 7.5 hours a day in 6(six) working days a week outside of rest hours, arrangements of which is within the discretion of the Employer.

- b. **Pekerja Migran Indonesia berhak atas satu hari libur dalam seminggu.**
Indonesian Migrant Worker is entitled to one day off a week.
- c. **Apabila Pekerja Migran Indonesia bekerja lebih dari jam kerja sebagaimana dimaksud pada huruf a di atas, maka untuk setiap jam kelebihan tersebut berhak atas upah kerja lembur (over time/OT) dengan perhitungan sebagai berikut:**
In the event the Indonesian Migrant Worker works more than the working hours as referred to in letter a above, then for each excess hour the Indonesian Migrant Worker is entitled to overtime (OT) pay, the rates of which is calculated as follows:
- | | |
|--|------------------------------------|
| <u>Hari Kerja Regular</u> | <u>Regular Working Days</u> |
| 1.5 x upah per jam | 1.5X hourly wage |
| <u>Hari Istirahat</u> | <u>Rest Day</u> |
| 2.0 x upah per jam | 2.0 x hourly wage |
| <u>Hari Libur/Hari Libur Nasional</u> | <u>Public Holidays</u> |
| 3.0 x upah per jam | 3.0 x hourly wage |
- d. **Pelaksanaan waktu kerja dapat ditentukan lain oleh Pemberi Kerja namun tidak bertentangan dengan peraturan yang berlaku di Malaysia.**
Implementation of working hours may be determined by the Employer subject to the applicable laws in Malaysia.

6. ASURANSI DAN JAMINAN SOSIAL / INSURANCE AND SOCIAL SECURITY

- a. **Pemberi Kerja wajib mendaftarkan Pekerja Migran Indonesia sebagai peserta dalam Skim Bencana Kerja Pekerja Asing berdasarkan Akta Keselamatan Sosial Pekerja 1969 [Act 4] Malaysia/Perkeso, BPJS Ketenagakerjaan dan menyediakan asuransi kesehatan di Malaysia atas biaya Pemberi Kerja.**
The Employer shall register the Indonesian Migrant Workers under the Employment Injury Scheme under the Employee's Social Security Act 1969 [Act 4]/PERKESO, BPJS Ketenagakerjaan and shall provide health insurance in Malaysia on the expenses of the Employer
- b. **Dalam hal Pekerja Migran Indonesia sakit atau kecelakaan dan cakupan polis asuransi tidak mencukupi, maka Pemberi Kerja wajib menanggung semua biaya perawatan dan pengobatan sampai Pekerja Migran Indonesia pulih sepenuhnya dan mampu untuk bekerja.**
In the event that the Indonesian Migrant Worker is ill or injured and the insurance coverage is insufficient, the Employer shall bear the cost of medical treatment, examination and the purchase of medicines until he/she fully recovers and is fit to work.
- c. **Pemberi Kerja wajib memperpanjang asuransi dan jaminan sosial bagi Pekerja Migran Indonesia yang diperpanjang Perjanjian Kerjanya.**
The Employers shall extend the insurance and social security as referred to in letters a above for Indonesian Migrant Worker whose Employment Contract has been extended.

7. BIAYA-BIAYA / COSTS

Pemberi kerja wajib membayar semua biaya Pekerja Migran Indonesia biaya levy, pengurusan visa, tes kesehatan serta segala biaya lain yang diwajibkan oleh Pemerintah Malaysia. Pembayaran tersebut tidak dibebankan kepada Pekerja Migran Indonesia

The Employer shall be responsible for the payment of all the costs of Indonesian Migrant

Workers levy, application of working visa and medical examination fees, as well as all other costs required by the Government of Malaysia. Such expenses cannot be charged to or deducted from the wages of the Indonesian Migrant Worker.

8. CUTI TAHUNAN DAN LIBUR UMUM / ANNUAL LEAVE AND PUBLIC HOLIDAY

- a. **Pekerja Migran Indonesia berhak atas cuti tahunan setelah bekerja lebih dari satu tahun dengan ketentuan sebagai berikut:**

Setelah 1 tahun bekerja : 8 hari

2 tahun sampai 5 tahun : 12 hari

Selama mengambil cuti tahunan, Pekerja Migran Indonesia tetap berhak upah.

Indonesian Migrant Workers shall be entitled to annual leave after working for more than one year with the following conditions:

After 1 year working : 8 days

2 years to 5 years : 12 days

While taking annual leave, the Indonesian Migrant Worker is still entitled to get wages.

- b. **Pelaksanaan cuti tahunan dapat ditentukan lain oleh Pemberi Kerja namun tidak bertentangan dengan peraturan yang berlaku di Malaysia.**

Implementation of annual leave may be determined by the Employer subject to the applicable laws in Malaysia.

- c. **Pekerja Migran Indonesia juga berhak atas cuti umum sesuai yang ditentukan oleh Pemerintah Semenanjung/Sabah/Sarawak sesuai lokasi kerja**

The Indonesian Migrant Worker is entitled to leave on public holidays as determined by the Peninsular/Sabah/Sarawak Government according to the work place

Hari Cuti Umum/ Public Holidays	Semenanjung	Sarawak	Sabah
New Year's Day	1 hari/day	1 hari/day	1 hari/day
Chinese New Year	1 hari/days	2 hari/days	2 hari/days
Good Friday	-	1 hari/day	1 hari/day
Thaipusam	-	-	-
Hari Keputeraan DYMM Sultan /Wilayah Persekutuan	1 hari/day	-	-
Labour Day	1 hari/day	1 hari/day	1 hari/day
Hari Raya Idul Fitri	2 hari/day	2 hari/day	2 hari/day
Wesak Day	1 hari/day	2 hari/day	1 hari/day
Hari Gawai	-	1 hari/day	-
Yang Dipertuan Agong's Birthday	1 hari/day	1 hari/day	1 hari/day
Hari Raya Idul Adha	1 hari/day	1 hari/day	1 hari/day
Sarawak Day	-	1 hari/day	-
Harvest Day	-	-	2 hari/days
Tahun Baru Hijriyah/1 Muharram	1 hari/day	1 hari/day	1 hari/day
National Day	1 hari/day	1 hari/day	1 hari/day
Malaysia Day	1 hari/day	1 hari/day	1 hari/day
Sarawak Governor's Birthday	-	1 hari/day	-
Sabah Governor's Birthday	-	-	1 hari/day
Depavali	-	-	1 hari/day
Prophet Muhammad's Birthday	-	1 hari/day	1 hari/day
Christmas Day	1 hari/day	1 hari/day	2 hari/day
Total	Min. 11 hari/days	19 hari/days	20 hari/days

- d. **Pekerja Migran Indonesia juga berhak untuk cuti untuk kembali ke Indonesia apabila terjadi keadaan darurat yang memerlukan adanya jangka waktu yang relevan disesuaikan**

dengan keadaan dan atas dasar kesepakatan bersama dengan Pemberi Kerja.

The Indonesian Migrant Workers shall also be entitled to leave to return to Indonesia in the event of an emergency which requires a relevant period of time adjusted to the circumstances of the case and upon mutual agreement with the Employer.

- e. **Selama menjalani cuti darurat (atas persetujuan Pemberi Kerja), Pekerja Migran Indonesia tetap berhak atas upah.**

While on emergency leave (upon mutual agreement with the Employer), Indonesian Migrant Worker is still entitled to get wages.

9. CUTI SAKIT/SICKNESS LEAVE

Pekerja Migran Indonesia berhak mendapatkan cuti sakit berbayar berdasarkan syarat-syarat berikut:

The Indonesian Migrant Worker shall be entitled to sickness leave based on the following requirements:

Masa kerja/Period of Employment	Hak/Rights
Kurang dari 2 tahun/less than 2 years	14 hari setahun/14 days a year
2 tahun tetapi kurang dari 5 tahun/2 years or more but less than 5 years	18 hari setahun/ 18 days a year

10. REPATRIASI / REPATRIATION

- a. **Dalam hal Pekerja Migran Indonesia meninggal dunia, Pemberi Kerja wajib membayar biaya pemakaman, pemulangan jenazah dan barang-barang pribadinya ke daerah asalnya di Republik Indonesia serta mengirimkan seluruh saldo rekeningnya, termasuk upah yang belum dibayar, kepada ahli warisnya di Indonesia termasuk membantu ahli waris untuk memperoleh santunan dari Perkeso/asuransi kepada ahli warisnya di Indonesia.**

In the event of death of the Indonesian Migrant Worker, the Employer shall bear the cost of funeral, repatriation of the remains and personal belongings to his/her place of origin in the Republic of Indonesia, and transfer the total balance of his/her saving, including the outstanding wages, to his/her heirs in Indonesia and shall assist the heirs to obtain compensation from Perkeso/Insurance for his/her heirs in Indonesia.

- a. **Jika jenazah dikuburkan di Malaysia, harus mendapat persetujuan tertulis terlebih dahulu dari anggota keluarga yang berada di Indonesia.**

In the event the body is to be buried in Malaysia, the Employer shall obtain prior written consent from family members who are in Indonesia, before the burial can be made.

11. PENGAKHIRAN PERJANJIAN KERJA OLEH PEMBERI KERJA / TERMINATION OF EMPLOYMENT CONTRACT BY EMPLOYER

- a. **Pemberi Kerja, dengan memberikan pemberitahuan sebelumnya kepada Pekerja Migran Indonesia sesuai dengan Undang-undang Ketenagakerjaan Malaysia 1955, dapat mengakhiri Perjanjian Kerja ini yang didasari oleh hal-hal selain ketidakpatuhan Pekerja Migran Indonesia terhadap syarat dan ketentuan Perjanjian Kerja ini dan peraturan yang berlaku di Malaysia**

The Employer may terminate this Employment Contract by giving prior notice to the Indonesian Migrant Worker in accordance with the Malaysian Employment Act 1955 on the circumstances of his/her termination, which includes non-compliance of the Indonesian Migrant Worker of the terms and conditions under this Employment Contract and/or of any applicable laws in Malaysia.

- a. **Pemberi Kerja dapat mengakhiri perjanjian kerja tanpa pemberitahuan jika Pekerja Migran Indonesia melakukan kesalahan dan/atau melanggar salah satu syarat dan ketentuan Perjanjian Kerja ini, yang wajib disertai bukti yang dibenarkan dan diverifikasi oleh otoritas Malaysia sesuai peraturan yang berlaku di Malaysia.**

The Employer may terminate this Employment Contract without notice if the Indonesian Migrant Worker commits any act of misconduct and/or if the Indonesian Migrant Worker breaches any of the terms and conditions of this Employment Contract, which shall be accompanied by justified evidence and verified by Malaysian authorities in accordance with the applicable Laws in Malaysia.

12. PENGAKHIRAN PERJANJIAN KERJA OLEH PEKERJA / TERMINATION OF EMPLOYMENT CONTRACT BY INDONESIA MIGRANT WORKER

- a. **Pekerja Migran Indonesia dapat mengakhiri Perjanjian Kerja ini yang didasari oleh hal-hal selain ketidakpatuhan Pemberi Kerja terhadap syarat dan ketentuan Perjanjian Kerja ini, dengan memberikan pemberitahuan sebelumnya kepada Pemberi Kerja sesuai Undang-undang Ketenagakerjaan Malaysia 1955.**

The Indonesian Migrant Worker may terminate this Employment Contract by giving a prior notice to the Employer on the circumstances including the non-compliance of the terms and conditions under this Employment Contract by the Employer in accordance with the Malaysian Employment Act 1955

- b. **Pekerja Migran Indonesia dapat mengakhiri perjanjian kerja tanpa pemberitahuan jika Pemberi Kerja melakukan kesalahan dan/atau melanggar salah satu syarat dan ketentuan Perjanjian Kerja ini, yang wajib disertai bukti yang dibenarkan dan diverifikasi oleh otoritas Malaysia sesuai Undang-undang Ketenagakerjaan Malaysia 1955.**

The Indonesian Migrant Worker may terminate the Employment Contract without notice if the Employer commits any act of misconduct and/or if the Employer breaches any of the terms and conditions of this Employment Contract, which shall be accompanied by justified evidence and verified by Malaysian authorities in accordance with Malaysian Employment Act 1955.

13. GANTI RUGI / INDEMNITY

Pekerja Migran Indonesia berhak atas kompensasi/penggantian kerja apabila terjadi pemutusan Perjanjian Kerja yang terjadi bukan karena kesalahan Pekerja Migran Indonesia sesuai dengan Undang-Undang Ketenagakerjaan Malaysia 1955.

The Indonesian Migrant Worker shall be entitled to compensation/ replacement of work in the event of termination of the Employment Contract that occurs not due to the fault of Indonesian Migrant Worker in accordance with the Malaysian Employment Act 1955.

14. BIAYA TRANSPORTASI / TRANSPORTATION COST

- a. **Pemberi Kerja wajib menanggung sepenuhnya biaya perjalanan Pekerja Migran Indonesia dari Indonesia ke Malaysia dan kepulangan dari Malaysia ke daerah asalnya di Indonesia setelah berakhirnya Perjanjian Kerja ini.**

The Employer shall fully bear the travel expenses of the Indonesian Migrant Worker from Indonesia to Malaysia and after the expiration of the Employment Contract from Malaysia to their place of origin in Indonesia.

- b. **Pemberi kerja wajib menanggung biaya pemulangan Pekerja Migran Indonesia ke daerah asal di Indonesia dalam hal terjadi bencana alam atau wabah penyakit atau Pemberi Kerja melanggar ketentuan yang ditetapkan dalam Perjanjian Kerja ini.**

The Employer shall fully bear the travel expenses of the Indonesian Migrant Worker to his/her place of origin in Indonesia in the event of natural disaster or pandemic or the Employer non-compliance with the obligations of this Employment Contract

- c. **Dalam hal pemutusan hubungan kerja oleh Pemberi Kerja atas dasar kesalahan Pekerja Migran Indonesia tidak mematuhi Perjanjian Kerja atau karena kehendak Pekerja Migran Indonesia sendiri, maka biaya perjalanan kepulangan ke Indonesia sepenuhnya ditanggung oleh Pekerja Migran Indonesia.**

In the event of termination of employment by the Employer on the basis of the misconduct or

breach of the Indonesian Migrant Worker of this Employment Contract or due to the will of the Indonesian Migrant Worker himself/herself, the costs of the return to Indonesia shall be fully borne by the Indonesian Migrant Worker.

15. 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.

Demikian Perjanjian Kerja ini dibuat, telah dibaca dan ditandatangani oleh kedua pihak secara sukarela atas dasar itikad baik tanpa ada paksaan siapapun.

In witness whereof, this Employment Contract is made, read, and signed by both parties voluntarily on the basis of good faith

Perjanjian Kerja ini dibuat dalam 2 (dua) salinan asli, 1 (satu) untuk Pekerja Migran Indonesia dan 1 (satu) untuk Pemberi Kerja dan masing-masing memiliki kekuatan hukum yang sama.

This Employment Contract is made in 2 (two) original copies, 1 (one) for Indonesian Migrant Worker and 1 (one) for the Employer and each of them has the same legal force.

PEMBERI KERJA / SYARIKAT,
EMPLOYER / COMPANY

PEKERJA MIGRAN INDONESIA,
INDONESIAN MIGRANT WORKERS

cop



5/4/24

Nama/Name :TAN BEE HONG
Jabatan/Position: Director
Nomor IC/IC Number: 661225-08-5817

Nama/Name :ZAINUDDIN BIN MAAL
Nomor HP/Phone Number: 011-14476471
Nomor Passpor/Passport Number: C5572261

(Nama P3MI/Name of IPA)

SAKSI (if any)



Nama/Name : SITI ANWAR
Nomor HP/Phone Number: 0163352300



Nama/Name : Muwa Shikin
Nomor HP/Phone Number: 011-39343685