



2144/KL/RTK/5/2024

## PERJANJIAN KERJA REKALIBRASI RECALIBRATION EMPLOYMENT CONTRACT

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

**Nama Syarikat/**  
*Company's Name* : **RESTORAN YUAN KEE**

**Nama Pengarah**  
*Company Director* : **Lee kit lai**

**No. IC / Paspor/**  
*Passport Number* : **581121106097**

**Alamat Syarikat**  
*Company's Address* : **38, jalan burung jentayu, tan  
52100**

**No. Telp Pejabat**  
*Office Phone Number* : **0166533365**

**Email Syarikat**  
*Company's e-mail* : **yuankee79@gmail.com**

**Sektor**  
*Sector* : **Service**

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

**Nama Pekerja**  
*Indonesian Worker's Name* : **TJU MUI LI**

**No. Passport** : **C5947269**

**Tempat&Tanggal lahir**  
*Place&Date of Birth* : **Sedau , 1984-04-10**

**Alamat tinggal Pekerja di**  
**Indonesia**  
*Worker's address in Indonesia* : **Jalan Tanjung Batu Dalam  
No.B.01  
RT-03/RW03**

**Provinsi**  
*Province* : **Kalimantan Barat**

**Kabupaten Kota**  
*City* : **Kota Singkawang**

**No. HP Pekerja**  
*Mobile phone* : **01169524933**



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**Pemberi Kerja/Majikan dan Pekerja sepakat untuk menandatangani Perjanjian berdasarkan hukum dan peraturan perundangan yang berlaku di Malaysia dan 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 Waiter.  
*The Employer shall only employ Indonesia Migrant Worker as: Waiter*
- b. Pekerja hanya diperbolehkan bekerja untuk Pemberi Kerja di lokasi kerja sebagai Waiter.  
*Indonesian Migrant Worker shall only allowed to work with Employers at: 38, jalan burung jentayu, taman bukit maluri, 52100*

**2. MASA PERJANJIAN KERJA/ DURATION THE CONTRACT OF EMPLOYMENT**

- a. Jangka Waktu Perjanjian Kerja ini adalah 1 (satu) tahun sejak tanggal ditandatanganinya 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 date of signing of the Employment Contract by both parties with the possibility of a 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 berlakunya 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 the current contract.*
- c. Dalam hal Perjanjian Kerja diperbaharui, Pemberi kerja dapat meninjau kembali 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 shall review the wages of the Indonesian Migrant Worker taking into account the worker's 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 berlakunya Perjanjian Kerja Sementara (PLKS).  
*The renewal or extension of the Employment Contract shall be notified to the Indonesian Mission in Peninsular/Sabah/Sarawak through the system established by the Employer at least 3 (two) months before the expiration of working visa.*

**TUGAS DAN TANGGUNG JAWAB PEKERJA/ WORKER'S RESPO**

- a. Pekerja harus senantiasa menunjukkan mutu kerja yang baik dan mem  
diberikan oleh PEMBERI KERJA melalui petugas yang ditunjuk.  
*Workers have to always demonstrate good working quality and comply  
given by the Employer through the appointed officers.*
- b. Pekerja harus bekerja untuk PEMBERI KERJA ataupun syarikat ini sa  
dan penuh dedikasi atas segala tugas yang diberikan.  
*Workers are only allowed to work with this Employer or company and  
fully dedicated in all assigned tasks.*
- c. Pekerja harus selalu menjaga tingkah laku, budi bahasa dan senantiasa  
KERJA atau wakil-wakilnya, rekan sekerja dan masyarakat sekitar.  
*Workers must always behave politely, courteously and respectfully  
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 comm  
applicable laws and regulations in Malaysia.*
- e. Pekerja harus bekerja sesuai dengan jabatan dan tugasnya seperti yang  
kerja dan Pas Lawatan Kerja Sementara.  
*Employees must work according to their position and duties as st  
contract and Temporary Work Visit Permit (PLKS).*
- f. Pekerja harus mematuhi semua peraturan yang ditetapkan oleh syarik  
dalam buku peraturan dan syarat-syarat kerja serta peraturan yang dibu  
sesuai aturan yang berlaku di Malaysia.  
*Employees must comply with all rules set by the company as stated i  
conditions and regulations made for the company dormitory, in accord  
regulations in Malaysia.*
- g. Pekerja tidak dibenarkan membawa keluarga dan tidak dibenarkan  
sesama pekerja atau dengan pekerja asing lainnya atau dengan pendu  
khusus dari Kerajaan Malaysia.  
*Employees are not allowed to bring their families and are not a  
employee or other foreign workers or local residents without spec  
Malaysian government.*
- h. Pekerja dapat diberikan sanksi atau dikenakan tindakan DISIPLIN  
perjanjian kerja ataupun undang-undang di Malaysia.  
*Employees may be given sanctions or be subject to disciplinary action  
agreements or laws in Malaysia.*



*Employer is obliged to arrange for an extension of the employment contract by the Embassy/Consulate General of the Republic of Indonesia every year. 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 tanggungjawab dengan jabatan pekerjaan dalam kontrak kerja dan Pas Lawatan Kerja Sementara. *Employers are not allowed to employ the employees other than the employees who are in accordance with the work contract and Temporary Work Visit Permit (PLKS).*
- d) Majikan wajib bertanggung jawab menyediakan peralatan dan perkhidmatan keselamatan pekerja secara cuma-cuma. *Employers must be responsible to provide work tools and equipment for workers free of charge.*
- e) Majikan harus menyediakan waktu bagi pekerja untuk beribadah sesuai dengan agama yang cukup selama jam kerja sesuai dengan Undang-Undang Ketenagakerjaan. *Employers are obliged to provide opportunities for workers to perform their religion and adequate rest during working hours in accordance with the Employment Act.*
- f) Majikan harus menyediakan akomodasi atau tempat tinggal bagi pekerja yang diperlukan untuk keperluan dasar pekerja yang layak sesuai dengan akta standar minimum perumahan dan fasilitas pekerja 1990. *Employers are obliged to provide accommodation or living quarters for workers who need facilities as stated in the Employees' Minimum Standard of Housing and Amenities Act 1990.*
- g) Majikan harus membayar dan menanggung biaya rekalibrasi, levy, FOMEMA dan biaya pembayaran program rekalibrasi tenaga kerja dan tidak ada pemotongan gaji yang menjadi tanggungan pekerja. *Employers are required to pay the recalibration fee, levy, FOMEMA and program costs, and there are no salary deduction or any payments which are borne by the workers.*
- h) Majikan dilarang melakukan pemotongan gaji pekerja dan/atau meminta pekerja membayar semua biaya pengurusan Rekalisasi Tenaga Kerja termasuk biaya pemrosesan, visa, FOMEMA atau biaya lain yang harus ditanggung majikan. *Employees are prohibited from deducting workers' wages and/or asking workers to pay costs for recalibration fee, levy, processing, visas, FOMEMA or any other costs borne by the employer.*
- i) Majikan atau pihak lain dilarang memegang dan menyimpan paspor pekerja tanpa alasan apapun. *Employers or any other parties are prohibited from holding and keeping workers' passports for any reason.*



*Employers are responsible for paying off the foreign worker's medical costs not settled by the foreign worker during the employment contract period Permit (PLKS).*

- l) Majikan dilarang dan bertanggung jawab untuk tidak memotong gaji/pengurangan gaji dalam pelaksanaan program Rekalibrasi Tenaga Kerja ini.  
*Employers are not allowed and responsible for not deducting worker's salary in this recalibration program.*
- m) Majikan harus bertanggung jawab membayar biaya pemulangan pekerja dan melaporkan ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia jika pekerja telah dipastikan mengidap penyakit berbahaya, penyakit menular, sakit, perjanjian kerja telah berakhir, meninggal dunia atau tidak dapat melanjutkan kerja.  
*Employers are responsible to pay for the costs of returning the foreign worker to his/her origin and report it to the Embassy/Consulate General of the Republic of Indonesia if confirmed that he/she has a dangerous disease, an infectious disease, or is no longer working anymore, the employment contract has ended, deceased, or failed to continue the program.*
- n) Majikan harus mengurus perpanjangan kontrak kerja ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia jika kedua pihak sepakat untuk memperpanjang kontrak kerja dan memperpanjang 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).*
- o) Majikan wajib mengikutkan pekerja pada Perkeso, asuransi Ketenagakerjaan Indonesia atau skema perlindungan asuransi lain yang ditetapkan pemerintah Malaysia bagi pekerja asing.  
*Employers are required to enroll their employees in Perkeso, health insurance, 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 jika pekerja tidak lulus tes kesehatan (Fomema), tidak lulus visa kerja, atau telah berakhir sebelum PLKS berakhir dengan semua biaya kepulangan ditanggung oleh majikan.  
*Employer must manage and obtain a Check Out Memo (COM) from the Immigration Malaysia before the foreign worker is returned to his/her place of origin if he/she does not pass the medical test (FOMEMA), working visa or if he/she has ended 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 atau tidak lulus program Rekalibrasi Tenaga Kerja ke Kedutaan Besar/Konsulat Jenderal Republik Indonesia.



tidak dipulangkan ke Indonesia ke Kedutaan Besar/Konsulat Jenderal R  
 majikan harus bertanggung jawab penuh terhadap pekerja selama berada  
*If Employer is failed to report to the Embassy/Consulate General of the  
 of each worker who passes or fails the RTK program and he/her is not  
 then the Employer must take a full responsibility of the worker when he*

## 6. GAJI DAN MANFAAT/ SALARY AND BENEFITS

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

## 7. PERHITUNGAN LEMBUR/ OVERTIME CALCULATION

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

*Employee who works overtime, then the overtime wages will be paid based  
 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 semi  
 diatur oleh perusahaan dan harus sesuai dengan Undang-Undang Ketenagakerjaan  
*Working hours are 8 (eight) hours a day or maximum 45 (forty five) ho  
 schedule is arranged by the company in accordance with the Malaysian Em*

## 9. CUTI TAHUNAN / ANNUAL LEAVE

Perusahaan dapat memberikan cuti kerja, cuti tahunan berbayar atau cu  
 sesuai dengan Undang-Undang Kerajaan Malaysia yang berlaku di



*The paid leave period is in accordance with the permission and discretion of 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 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 pekerja 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 applicable to the said dormitories, which is in accordance to the regulations applicable in 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 designated.*
- Penghuni asrama yang tinggal di asrama syarikat, wajib menjaga kebersihan 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, sopan santun dan pakaian selama berada di asrama.  
*The worker who lives in company dormitory is required to behave properly and wear appropriate 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 homes 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.*



*Worker's passport at the Embassy/Consulate General of the Republic Indonesia 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 tempat perawatan/pengobatan ditanggung oleh pemberi kerja/majikan.

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

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

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

**11. PENYELESAIAN SENGKETA/DISPUTE RESOLUTION**

Apabila terjadi perbedaan pendapat (perselisihan paham/salah pengertiannya) 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 dan 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 Labour and 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.*





### 13. PERALATAN KERJA/WORKING EQUIPMENT

- Pekerja wajib menjaga dan menyimpan serta merawat dengan baik 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 upon 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, termasuk 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, including 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 rusak, hilang, atau rusak pakai dan bukan karena kesalahan pekerja.  
*The Workers can not be charged for equipment replacement if the equipment is lost, damaged, or worn out while 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 jika pekerja melanggar hal-hal berikut sesuai peraturan kerja yang berlaku di Sarawak:  
*The Employers can cancel the Employment Contract if the Workers violate the following matters, according to the working regulations applicable in 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*
  - Kekerapan tidak hadir bertugas dan atau hadir terlambat saat ber  
*Frequent absence from work and/or late arrival at work*



- Merekamkan kartu kehadiran waktu kerja orang lain atau merekamkan kartu kehadiran waktu kerja anda.  
*Helping other workers to record their timesheet card or having his/her timesheet card.*
  - Menjalankan aktifitas sosial yang dapat menjatuhkan citra syarikat lainnya.  
*Conducting any social activities that could damage the company images.*
- b. Pihak majikan atau Pekerja dapat menghentikan atau membatalkan peraturan kerja yang berlaku di Semenanjung, Sabah dan Sarawak.  
*The Employer or Worker can terminate or cancel the Employment Contract 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 (origin) di Indonesia disebabkan oleh Pekerja itu telah habis masa kontrak dunia dan kesalahan pemberi kerja tidak mematuhi perjanjian kerja Malaysia :
- The Employer will fully bear the travel expenses of returning the origin in Indonesia when one of these conditions applicable are the expired, the Worker is passed away and the Employer's mistake or contract or Malaysian laws and regulation.*
- b. Pihak Pemberi kerja tidak akan membiayai biaya transportasi pemulangan ke negara asal jika disebabkan menderita penyakit berat dan menular (STD, Tuberculosis dan lain-lain seperti yang disahkan oleh ahli medis bersalah berdasarkan hukum pidana, Mempunyai dan terlibat dalam isu sosial, pMengakhiri kontrak kerja sebelum masa berlakunya selesai tidak dapat menjalankan tugas sesuai dengan tingkat yang dikehendaki syarikat walaupun telah diberi bimbingan dan instruksi serta jangan mengundurkan diri,
- However, the Employer will not be financing the transportation returning to his/her country of origin, when he/she suffering from serious diseases (HIV/AIDS, Hepatitis B, STD, Tuberculosis and others contracted in Malaysia), found guilty under the criminal law, Having and involved in social issues, termination the employment contract before its validity period ends, failure to carry out duties according to the level desired and determined despite being given guidance and instruction as well as a reasonable*



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*refer their dispute related to their relation of employment to the 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 : Lee kit lai

Kontak No : 0193302205 Kuala Lumpur, ..... 20 May 2024 .....

Verified By the Embassy of the Republic of Indonesia in Kuala Lumpur

**PEKERJA**

Nama : TJU MUI LI

Tarikh : 18/5/24

**SAKSI**

Nama : Tham Wai Chan

**RESTORAN YUAN KEE** Kuala Lumpur, Penang R.I.

2024 (JM0937020-X)

38, TAMBUK JENTAYU, JALAN 2100 K.L.



06-6533365  
ERGA GRENALDI  
Atase Ketenagakerjaan