

YUKTA SDN. BHD. (374719-

Lot I, No. 9-2-1, Suria Avenue, Jalan Dawai 16/2, Section 16, 40200 Shah Alam, Selangor, Tel No: 03-5511 8807 Fax No: 03-5511 8802

E-Mail: shaabaas.yukta@gmail.com

Date: 2 December 2024 Ref: Yukta/003/2024

	SUPARDI	
NAME	C3675840	
PASSPORT NO	:	
EMPLOYEE NO	:	
DATE JOINED	2 December 2024	

EMPLOYMENT CONTRACT

We are pleased to confirm our offer of employment to you as a Cleaner (Service Sector) with effect from December 2024 to the December 2028.

The details of your appointment are as follows: -

Employer

YUKTA SDN BHD

Lot 1, No 9-2-1, Jalan Dawai, 16/2, Section 16, 40200, Shah Alam, Selangor Darul Ehsan, Malaysia.

Tel: 03-55118807 Fax: 03-55118802

Reporting Line

You will report to the Executive or Supervisors who will brief you on your job duties and responsibilities.

Job Location

As designated by YUKTA SDN BHD.

Site Of Work

As designated by YUKTA SDN BHD.

Medical Benefits

Clinical charges incurred by the employee for treatment of outpatient illness will be partially absorbed by the YUKTA SDN BHD. This means only half of the Employee's bill we be borne by YUKTA SDN BHD. The maximum amount per calendar year will be RM 200.00.

Salary

Salary will be paid based on the following:

Description	Days	Amount (RM)
Normal Day Work	Monday To Friday	32.00
Normal Overtime (x 1.5)	Monday To Friday	6.00
Overtime (x 1.5)	Saturday	6.00
Overtime (x 2)	Sunday/Public Holiday/Rest Day	8.00
Full Attendance Allowance	1 Month	20.00 + 50.00

All employees are required to open a saving account with RHB Bank Berhad. For the purpose of safety all salary will be deposited into this RHB saving account by the end of each month.

Terms & Conditions of Salary Payment

Overtime will not be paid for work requested to be done of Saturdays.

Full attendance allowance is only payable to employees who do not miss a day of work for the particular month. It will not be paid to employees who have been absent irrespective of the reason of absence.

The Employers may refuse payment of the above rates should the employee:-

- · Refuse to perform jobs as directed.
- · Have discipline problems.
- Disobeys orders from their supervisors.
- Be complained upon with regards to work performance.
- Be non productive or lazy and have poor attendance.

Employees must be willing to perform any job as directed by YUKTA SDN BHD.

Payment of Overtime will be governed by the **Labour Law of Malaysia**. Overtime rates shall be 1.5 X the normal hourly rate, for work performed exceeding the normal hours of work from Monday to Saturday. Should the employee be required to work on a Sunday or Public Holiday or Rest Day then Overtime rates of 2.0 X the normal hourly rate shall be applicable.

Saving Plan

Every month RM 50.00 will be deducted from the employee's wages for which the Employer will top up 10%. These savings will be paid in full to the Employee upon completion of service.

Work Hours/ Days

Normal work days a generally considered to be from Monday to Saturday. But this may vary depending on the job nature of the employee. Nevertheless one (1) day a week as will be determined by the Employer shall be a designated rest day for the employee as provided by the Labour Laws of Malaysia.

Work hours will differ between places or department of employment.

Period of Employment

The minimum period of employment is three (3) years which is renewable. Following three (3) years of service the employee is entitled to a single return home flight ticket from the Employers Airline of choice.

Annual Leave

Employees are entitled to eight **(8) days** of annual leave per annum that will be taken at a time mutually agreed between both employee and Employer. Should the leave requested by the employee not be approved by the Employer, then the employee under any circumstances will not be allowed to take that leave. If the employee decides to take leave without consent or approval of the Employer, then the Employer reserves the right to take the necessary actions as per Labour Law of Malaysia.

After three (3) years of service employees annual leave entitlement will be as follows:-

- (12) twelve days for every twelve months of continuous service from the third year until completion of the fifth year of service
- (16) sixteen days for every twelve months of continuous service from the sixth year onwards.

Sick Leave

A medical certificate from panel of doctors must support any absence due to sickness.

Public Holidays

The Employer recognizes all the public holidays gazette by the State government, Federal government and facility employed at.

Accommodation

The Employer will provide accommodation for the employee without charge. Payment of electricity and water bills will be shared and paid among occupying employees.

Government Statutory Payments

This includes the payment of the following:

- Levy RM 1250.00
- PLKS RM 60.00
- Processing Fee RM 50.00
- Insurance/ Bank Guarantee RM 50.00
- FOMEMA RM 210.00
- Visa RM 20.00 RM 50.00
- FWCS (Insurance Policy) RM 85.00

There will be **no deductions** made from the employee's wages/ salary for the above mentioned statutory payments.

Payment for the Medical Insurance of **RM 130.00/ year** will be made in advance by the Employer, after which **monthly deductions** will be made.

Restrictions

The Employee shall not marry with any Malaysian and shall not participate in any political activities and activities of those connected with trade Union Malaysia.

The Employee shall not be found creating social problems and or engaged in any illegal subversive or criminal activities.

Without the consent of the Employer previously obtained in writing, the Employee will not be permitted during the period of this agreement to work of otherwise be engaged in the service of any person, firm or company or to act as the representative of any person, firm or company or to engage in any business for the Employee's own account.

Compulsory Requirements

It has been agreed that the Employee will conform to the following requirements:

- Punctually present his or herself at the facility of work daily.
- Will follow work related instructions given by the Employer and its staffs or Customers and their staffs.
- Will adhere to all facility or company rules the employee is working at.
- Will not smoke during working hours, except at break times at areas designated by the facility of work or company.
- Will be responsible for the safe handling of tools provided by the Employer or Customer to perform duties.
- Will be responsible to take care of the cleanliness of place of work and accommodation at all times.
- Will only take breaks or rest at times scheduled by the facility of work.
- · Will not be found sleeping at the facility of work.
- Will not take belongings of the Employer or its Customers out of the facility of work.

Confidentiality

It is a condition of employment that the employee will not divulge or use any confidential information (i.e. any information not lawfully available to the public at large) relating to the affairs of the Employer or any associated company obtained during the course of employment.

Deceased Worker

In case of an E\employee dies during the course of employment, the Employer shall be responsible for all the repatriation exercise and expenses.

Termination of Service

The Employer reserves the right terminate the employee's contract if the employee is found to have breached the term and condition of the employment contract in accordance with the Labour Laws of Malaysia.

If the employee prematurely terminates his/ her employment during contractual period he/ she may do so at his/ her own expenses. This also means that all statutory payments made by the Employer previously, will have to be settled in full.

The Employer shall be entitled to immediately terminate the employee in the event of the employee fails to adhere to clauses stipulated under the **Restrictions**, **Compulsory Requirements**, and **Confidentiality** titles.

Immediate termination will also apply in cases of gross misconduct or a fundamental breach of terms and conditions of employment.

The terminated employee under any circumstance will be repatriated to his/ her source country in which the costs of repatriation will be solely borne by the employee. Before the employee is repatriated all debts with the Employer will be settled in full.

All debts will include the following:-

- (i) Balance not paid or deducted for the year of service of the following:
 - -Levy (Service Sector) RM 1250.00
 - -Processing Fee RM 50.00
 - -PLKS RM 60.00
 - -Visa RM 20.00 RM 50.00
 - -Bank/ Insurance Guarantee RM 50.00
 - -Insurance Policy (FWCS) RM 85.00
 - -FOMEMA Medical examination RM 210.00
 - -Agents Fees
- (ii) All monies taken as advance or borrowings

Settlement of Dispute

All disputes shall be in accordance with Employment Act 1965 and Industrial Relations Act. 1967. All other terms and conditions of the Employment shall be governed by the Malaysian Labour Law currently being enforced.

Family

Nothing in this agreement construes as permitting the Employee to bring his/ her family to Malaysia

Governing Law

The Employee during this agreement term or duration of stay in Malaysia will be subjected to the Laws of Malaysia.

Safekeeping of Passport

The employee agrees during his/ her stay in Malaysia, while being employed with the Employer, his/ her passport will be held or kept by the Employer for safekeeping. The passport will only be returned to the employee on the day and place of departure.

Holiday Requisitions

Should the Employee decide to take an extended unpaid vacation, then the employee will have to settle all statutory payments made by the Employer for the particular year of service and purchase a two-way ticket. The employee will have to settle all debts with the Employer before leaving the country.

If you are agreeable to accepting our offer of employment on the terms and conditions set out above, please sign and return the duplicate of this letter as evidence of your acceptance and understanding of all terms and conditions therein.

Yours faithfully

YUKTA SON BHE

BIP

MR. KAILASAM SINNATHAMBY

Managing Director

9-2-1, Suna Avenue, Jalan Dawai 16/2, Section 16, 40200 Shah Alam, Selangor 03-5511 8807 Fax: 03-5511 8802 Email: mailyukta@yahoo.com

I hereby accept your offer of employment under the terms and conditions as set out above.

Signed

Name In Full : SUPACOI

Passport No : C3675840

Date