

## **CONTRACT OF EMPLOYMENT**

This contract is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between \_\_\_\_\_  
I/C No. \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter referred to as the Employer) of the one part and  
\_\_\_\_\_ Holder of \_\_\_\_\_ Passport  
No. \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as  
the Domestic Worker) of the other part.

**IT IS HEREBY AGREED** as follows:

### **1. Duration of the Contract**

- (a) The Employer shall employ the Domestic Worker in accordance with the terms and conditions of this Contract and subject to the provisions of the relevant laws, regulations, rules, policies and directives of Malaysia;
- (b) This Contract shall commence from the date of the arrival of the Domestic Worker at the Employer's home;
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract for a period of \_\_\_\_\_ ( \_\_\_\_\_ ) years or until such time the Contract is terminated in accordance with the terms and conditions of this Contract.

### **2. Place of work / residence of Domestic Worker**

The Domestic Worker shall work and reside only at \_\_\_\_\_ during the duration of the Contract.

### **3. Duties and Responsibilities of the Domestic Worker**

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere;
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the assigned household duties;

- (c) The Domestic Worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities;
- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without the Employer's permission;
- (e) The Domestic Worker is expected at all times observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer;
- (f) The Domestic Worker shall abide by the laws, rules, regulations, national policies and directive of Malaysia and respect the customs and traditions of Malaysia;
- (g) In the event that the Domestic Worker marries in Malaysia during the period of employment, the Government of Malaysia reserves the right to revoke the Work Pass;
- (h) No member of family or any other person shall be allowed to stay with the Domestic Worker in the place of employment without the consent of the Employer;

#### 4. Duties and responsibilities of the Employer

- (a) The Employer shall provide the Domestic Worker with reasonable accommodation and basic amenities;
- (b) The Employer shall provide the Domestic Worker reasonable and sufficient daily meals;
- (c) The Employer shall not require the Domestic Worker to work or to be engaged in any activities other than that related to household duties;
- (d) The Employer shall insure the Domestic Worker with the Foreign Worker Compensation Scheme in respect of any medical expenses the Domestic Worker may incur in the event of any injury where such injury arises out of and in the course of employment;
- (e) The Employer shall at all times respect and pay due regard to the sensitivity of religious beliefs of the Domestic Worker, including the right to perform prayers and to refuse to handle and consume non-Halal food;



## **8. Termination of Contract by the Domestic Worker**

The Domestic Worker may terminate this contract without notice if:

- (i) The Domestic Worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;
- (ii) The Domestic Worker is subjected to abuse or ill treatment by the Employer; or
- (iii) The Employer has failed to fulfil his obligation under paragraph 5.

Provided always that the Domestic Worker terminating the Contract under this clause shall provide proof of existence of such situation upon request of the Employer.

## **9. General Provisions**

- (a) Transportation cost from the Domestic Worker's original exit point in \_\_\_\_\_ to the place of employment shall be borne by the Employer.
- (b) In the event that the Contract is terminated by the Employer on the ground that the Domestic Worker has committed misconduct, the Domestic Worker shall bear the costs of his/her repatriation.
- (c) The repatriation cost of the Domestic Worker from the place of employment to the original exit point in \_\_\_\_\_ shall be borne by the Employer in the following circumstances:
  - (1) at the completion of Contract of Employment;
  - (2) termination of the Contract of Employment by the Employer;  
or
  - (3) termination due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.
- (d) Any dispute arising between the Employer and the Domestic Worker concerning the grounds for termination of the Contract of Employment pursuant to Paragraph 7 or 8 of this Contract shall be dealt with in accordance with the applicable laws in Malaysia.

(e) For the purpose of this Contract, the terms "original exit point" shall mean \_\_\_\_\_, in \_\_\_\_\_.

**10. Extension of the Contract**

Notwithstanding the expiry of the duration of the Contract, the Employer and the Domestic Worker may agree that this Contract may be extended based on similar terms and conditions therein.

**11. Time is Essence**

Time whenever mentioned shall be essence of this Contract in relation to all provisions of this Contract.

**12. Governing Law**

This Contract is governed by, and shall be constructed in accordance with laws of Malaysia.

**IN WITNESS WHEREOF**, the parties to this Contract have here on to affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Employer,

Domestic Worker,

\_\_\_\_\_  
Name :  
Date :

\_\_\_\_\_  
Name :  
Date :

Witnessed by,

Witnessed by,

\_\_\_\_\_  
Name :  
Date :

\_\_\_\_\_  
Name :  
Date :

*\*Note : A copy of this Contract must be submitted to the nearest Labour Department.*