

EMPLOYMENT CONTRACT FOR SRI LANKA HOUSEMAIDS IN MALAYSIA (AGENCY RECRUITMENT)

This Contract is executed by and between

A. Name of Employer / Sponsor :

I/C No./Passport No. :

Religion :

Citizenship :

Address :

Telephone Nos. :

Occupation :

Vegetarian/Non Vegetarian :

Name of Company :

Office Address :

Office Telephone Nos. :

No. of children & their ages :

No. of pets :

Hereinafter referred to as the **EMPLOYER.**

B. Representing Recruitment Agent in Malaysia

Name of Recruitment Agency :

Owner :

Office Location :

Telephone Nos. :

Hereinafter referred to as **MALAYSIAN AGENT.**

C. Name of Domestic Maid :

Passport No. :..... Date of Issue :.....
Date of Expiry :

Visa No. :..... Date of Issue :

Date of Expiry :

Home Address (Sri Lanka) :

Telephone No. (Sri Lanka) :

Emergency contact :

Name :

Address :

Telephone No. :

Nearest Police Station Tel.No :

Hereinafter referred to as the **DOMESTIC MAID**

D. Representing Recruitment Agent in Sri Lanka

Name of Recruitment Agency :

Owner :

I/C No :

Office Location :

Telephone No. :

Hereinafter referred to as the **SRI LANKA AGENT**

1. Duration of the Contract

The Employer shall employ the Domestic Maid in accordance with the Terms of this Contract from the date of arrival of the Domestic Maid at the Employer’s home for a period of two years or until such time for which the contract is signed and the Domestic Maid shall continue in employment in accordance with the said terms for a period of two years or until such time for which the contract is signed. (This is subject to relevant Law of Malaysia.)

2. Place of Work / Residence of Domestic Maid.

The Domestic Maid shall work and reside only at
..... during the duration of contract.

3. Duties and Responsibilities of the Domestic Maid

- a. The Domestic Maid shall perform diligently and faithfully all the household duties assigned to her by her Employer.
- b. The Domestic Maid shall comply with relevant instructions of the Employer in the performance of her assigned household duties.
- c. The Domestic Maid is expected at all times to observe proper decorum and shall be courteous, polite and respectful to her employer and members of his/her family.
- d. The Domestic Maid shall work only for the Employer with whom Contract was entered into and shall not seek employment elsewhere.
- e. The Domestic Maid shall abide by the Law of Malaysia and respect the customs and traditions of Malaysia.
- f. The Domestic Maid shall not be subject to any other work other than cooking and domestic cleaning.

4. Payment of Wages

The Employer shall pay the Domestic Maid a minimum monthly salary of **RM 850.00** (*Malaysian Ringgit: Eight hundred and fifty*) and the payment shall be made in cash on the last working day of each month.

However, the Employer may with the consent of the Domestic Maid deposit the wages of the Domestic Maid into an account in the name of Domestic Maid at a reputed bank (refer annex A). This account should only be under the name of the Domestic Maid. The ATM card and the deposit slips of the salary should be with the Domestic Maid.

The overtime pay shall not be less than 1.5 times the hourly rate of pay on normal day's work, 2 times the hourly rate of pay on rest day's work and 3 times the hourly rate of pay on public holidays work. An employee shall also be entitled to be paid for holidays of not less than 10 days in a year according to Malaysian Labour Law. Domestic Maid who is required to work on holidays shall be paid 2 additional days wages at the ordinary rate of pay.

Basic Salary : **RM850.00** per month :

A) Normal day's work: $RM850(\text{Basic})/26 \text{ days}/12 \text{ hours} \times 1.5 = RM4.00$ per hour

For hours exceeding 12 hours.

B) Rest days work : $RM850(\text{Basic})/26\text{days}/12\text{hours} \times 2.0 = RM5.45$ per hour, RM 65.00 per day

5. Medical Test

Medical test should be done in Sri Lanka prior to signing the agreement with the maid. In case the employee fails the test the agent should bear the cost. If the employee fails the Medical test in Malaysia the agent/employer should bear the cost of return airfare ticket and reimburse any costs incurred by the worker for obtaining the employment.

6. Employer's Responsibilities :

- a) The Employer shall provide the Domestic Maid with free accommodation, electricity and water. The room must have good ventilation and be equipped with lights and fan, together with decent enclosed toilet and bathing facilities. Employee should be provided with bed, pillow, 2 sets of linen, 2 towels, toothbrush, toothpaste, soap and shampoo as and when required.
- b) The Employer shall provide the Domestic Maid with three meals a day and provide free medical treatment.
- c) The Employer shall not employ the Domestic Maid to work or be engaged in any activity other and those relating to household duties.
- d) The Employer shall insure the Domestic Maid with a reputed Malaysian insurer (refer to Annex B) in respect of any medical expenses she may incur in the event of an injury to her in the course of employment.
- e) The Employer shall respect and pay due regard to the sensitivity of religious beliefs of the Domestic Maid.
- f) The Employer shall provide the Domestic Maid free air passage from Colombo to Kuala Lumpur to assume duties and after completion of the contract the return air ticket from Kuala Lumpur to Colombo. In case of extension of the contract by another year, employer should provide air ticket to Domestic Maid at the end of initial contract and also at the termination of extended period.
- g) The Employer shall not make any salary deduction from the Domestic Maid for any purpose.
- h) The passport must be with the Domestic Maid at all times and the employer should not retain the passport for any reason.
- i) Domestic Maid shall not work for more than hours 12 hours a day including a period of rest.
- j) Consent of the Domestic Maid will be needed for caring of pets.
- k) The Employer shall not employ the Domestic Maid for washing of vehicles, gardening, caring for sick persons, etc.
- l) Employer must allow the Domestic Maid to make a telephone call to Sri Lanka once a month (minimum 5 minutes) and also allow the Domestic Maid to use a mobile phone if she wishes to do so on her own expenses.

m) Employer should not prevent the Domestic Maid contacting or reaching the Sri Lanka High Commission for any reason.

n) The employer together with Domestic Maid should visit the Sri Lanka High Commission within 2 weeks after the arrival of the Domestic Maid and meet Counsellor.

o) The Domestic Maid shall be entitled to at least 1 whole day of rest in a week and may be determined from time to time by the Employer. The rest day shall be a continuous period of 24 hours. Should the employer require the Domestic Maid to work on her rest day, the Domestic Maid shall not unreasonably refuse to work, and shall be paid an additional sum of wages at a rate according to Malaysian Labour Law as stipulated in paragraph 4 (Payment of Wages) of this Contract.

7. Termination of Contract

a) The Employer may terminate the services of the Domestic Maid without notice if the Domestic Maid commits any act of misconduct inconsistent with the fulfilment of her duties as a Domestic Maid or if she breaches any of the terms of the Contract. Pre-mature termination of Contract by the Employer must be informed to the Sri Lanka High Commission before termination.

Misconduct shall include the following:

- (i) wilfully work with another Employer;
- (ii) wilfully disobey lawful and reasonable orders of her Employer;
- (iii) wilfully neglect her duties and is habitually late for work;
- (iv) is guilty of fraud and dishonesty; and,
- (v) is involved in illegal and unlawful activities.

b) The Domestic Maid may terminate this Contract without notice if:

(i) She has reasonable grounds to fear for her life or she is threatened by violence or diseases;

(ii) If subject to abuse or ill-treatment by Employer; and

(iii) If the Employer has breached any terms of this Contract or has failed to comply with any of

relevant labour laws.

c) Under normal circumstances either party need to give one month notice or with one month salary in case of termination and all expenses shall be borne by the employer.

9. General Provisions:

Upon termination of this Contract or upon cancellation of the work permit of the Domestic Maid by the Malaysian Immigration Authority, the Employer shall pay the costs of her repatriation to Sri Lanka.

IN WITNESS WHEREOF, the contracting parties having read carefully and fully understood the Terms and Conditions of this Contract herein set their signatures on the dates and place as follows :-

1.
Name of Employer / Sponsor Signature / Date

2.
Name of Malaysia Agency (With Seal) Signature / Date

3.
Name of Domestic Maid Signature / Date

4.
Name of Sri Lanka Agency (With Seal) Signature / Date

5. AUTHENTICATION BY SRI LANKA HIGH COMMISSION IN MALAYSIA

.....
Name & Designation of Authorized officer (With Seal) Signature / Date

6. AUTHENTICATION BY SLBFE

.....
Name & Designation of Authorized officer (With Seal) Signature / Date

Date :

Head of Labour Section
Sri Lanka High Commission
No,12, Jalan Keranji 2, Off Jalan Kedondong,
55000 Kuala Lumpur
Malaysia.

Dear Sir,

Letter of Undertaking

I hereby undertake to attend to all processes of immigration and emigration of the
....., Passport No.
in the absence of an agent and also to bear all expenses of repatriation including cost of air fare,
under all circumstances.

Signature :

Name :

NRIC :

Tel (Res) : H/P No.

.....
Head of Labour Section/Authorized Officer

LIST OF REPUTED BANK IN MALAYSIA

- Malayan Banking Berhad * Public Bank Berhad
- CIMB Bank * AmBank Berhad
- Hong Leong Bank Berhad * Standard Chartered Bank
- HSBC Bank * OCBC Bank
- Bank Islam Malaysia Berhad * AFFIN Bank Berhad
- Alliance bank Berhad * RHB Bank Berhad

LIST OF REPUTED INSURANCE COMPANY IN MALAYSIA :

- Allianz General Insurance Malaysia Berhad (formerly Malaysia British Assurance Bhd)
- Allianz Life Insurance Malaysia Berhad (formerly MBA Life Assurance Berhad)
- American International Assurance Company Limited (AIA)
- American Home Assurance Company (AHA)
- AMI Insurans Berhad
- Asia Insurance(Malaysia) Berhad
- Asia Life (M) Berhad
- Aviva (formerly CGU)
- AXA Insurance
- Berjaya General Insurance Bhd (BGI)
- Great Eastern Life
- Assurance (Malaysia) Berhad
- Hong Leong Assurance Berhad (HLA)
- ING Insurance Berhad (formerly Aetna Universal
- Jerneh Insurance Berhad
- John Hancock Life Insurance (Malaysia) Berhad

Kurnia Insurans (Malaysia) Berhad
Lonpac Insurance Bhd
Malaysian Assurance Alliance Berhad (MAA)
Malaysia National Insurance Berhad (MNI)
Malaysian National Reinsurance Berhad (Malaysian Re)
Mayban Life Assurance Berhad
MCIS-Zurich Insurance Berhad
Mitsui Sumitomo Insurance (Malaysia) Bhd
MUI Continental Insurance Bhd
Multi-Purpose Insurans Berhad
Overseas Assurance Corporation (Malaysia) Berhad (OAC)
Pacific Insurance Berhad
Pacific & Orient Insurance Company Berhad
PanGlobal Insurance Bhd
People's Insurance Company (M) Bhd
Progressive Insurance Berhad
Prudential Assurance Malaysia Berhad
RHB Insurance Berhad
Royal & Sun Alliance Insurance (M) Bhd
SEA - South East Asia Insurance Berhad (now known as Uni.Asia General Insurance Berhad)
Takaful Malaysia
Tahan Insurance Malaysia Berhad (formerly Talasco)
Teras Malaysia
Uni.Asia General Insurance Berhad (formerly SEA Insurance
Uni.Asia Life Assurance Berhad (formerly EON CMG Life which was The Wing On Life Assurance)
United Oriental Assurance Bhd (UOA)