**Date:**

MARJAN HUMAN RECOURCES DEVELOPMENT

50 Purana paltan, 7th Floor,

Ruhama Mansion Suit A/B Dahaka-1000

Bangladesh

RL-1081

: 100 Male Workers

: Category

: Workers Category

: 18 - 40 years old (As requirement)

**Sick Leave**

a. 14 days for each year of service for service less than two years, and 18 days for services of two years to five years and 22 days annually for services exceeding five years. In cases of hospitalization, the employee qualifies for 60 days leave in each

**Public Holiday:**

The employee shall be entitled to paid public holiday for a total of 11 days in any one year of service that must include the following five days:

**13. Annual Leave, Sick Leave and Public Holidays:**

**Annual Leave**

a. 8 days for the first two years of service; for period of service between two years to five years the employee would qualify for 12 days of leave; and for services of more than five years the employee qualifies for 16 days of leave.

b. The Employer upon application from the Worker may grant 15 days leave in case of death of close family members (parents, spouse and children) of the Worker. The leave may be deducted from the accumulated annual leave of the Worker, or in cases where accumulated annual leave is not sufficient. the Employer may grant unpaid leave to the

a. The duration of contract shall be for a period of two (2) years from the date of arrival of worker in Malaysia until such time this Contract of Employment.is terminated in accordance with the terms and conditions of the Contract of Employment.

: in accordance with Malaysia Labour Laws

: in accordance with Malaysia Labour Laws

:

6. Working days

7. Working hours

8. Contract period

: RM .................. month

: RM 1,500 month (RM 57.70/day)

Number of

Sector

Job Description

Age

Monthly Wages

1. Basic monthly

2. Allowance (if any)

Dear Sir,

**RE: DEMAND LETTER FOR RECRUITMENT OF WORKERS FROM BANGLADESH**

(Ref: KSM/FWCMS/000000000)

Based on the Ministry of Human Resources Approval Reference KSM/FWCMS/000000000 dated

02/02/2023, we hereby appoint your company to recruit 100 workers for employment with our company and liaise with relevant authorities

Our recruitment terms and conditions are as follows:

1.

2.

3.

4.

5.

c.

The Employer shall not keep the passport of the Worker in his custody.

The passport of the Worker shall be in his/her custody at all times. In the event the passport is lost or damaged while in the possession of the Worker, the Worker shall bear all related costs for the replacement of his/her passport.

The Worker shall submit the passport to the Employer for the following purposes:

a.

b.

**21. Safekeeping of the Passport:**

**20. Air Ticket:**

The travelling expenses from Bangladesh to any agreed point of entry in Malaysia and the expenses from any agreed point of exit in Malaysia to Bangladesh shall be borne by the Employer upon completion of the Contract of Employment.

**19. Renewal of Worker's Visit Pass (Temporary Employment):**

a. The Employer shall renew Worker's Visit Pass (Temporary Employment) 3 months prior to the expiry of the said pass. All costs related to the renewal shall be borne by the Employer.

b. Any penalty or compound imposed due to the failure of the Employer to do so shall be borne by the

Employer.

**18. Education:**

The Employer is entitled to make deduction for not more than 50% in a month from the Worker's wages in the event of any monetary advances in accordance with the labour laws in Malaysia.

**17. Levy:**

The payment of worker's levy shall be borne by the Employer.

• Manufacturing, Mining and Quarry, Services and Construcli0n – RM1,850

• Agriculture and Plantation - RM640

**16. Transportation**

Accommodation within Factory premises.

**15. Accommodation:**

a. The Employer shall provide the Work.er with decent accommodation with basic amenities that meets the stipulated minimum standards on safety and health.

b. The Employer upon approval by the Director General of Labour of Malaysia is allowed to impose a wage deduction of RM50 per month or any approved amount for the purp0se of providing such accommodation as stipulated under the Section 24( 4)( e) of The Employment Act 1955 of Malaysia.

14. Employment Injury Scheme under the Employees' Social Security Act 1969 [Act 4] under the Social

Security Organization and if applicable the Foreign Workers Health Insurance Scheme (SPIKP A) or any other insurance scheme as may be adopted by the Government of

4.

5.

6.

The National day.

The birthday of the Yang di-Pertuan Agong

The birthday of the Ruler of the State as the case may be and / or the Federal Territory Day where the employee is working in such an area.

Worker's day

Malaysia day

and another six more days appointed as a public holiday for that particular year under section 8 of the Holidays Act 1951 [Act 369) In the event the Worker, upon the request by the Employer, agrees to work on such public holiday, the Worker shall be paid in accordance with the labour laws in Malaysia

1.

2.

3.

1. Medical screenings;

2. Application of Visit Pass (Temporary Employment);

3. Application of Foreign Worker's Identity Card; and

4.Renewal of Visit Pass (Temporary Employment).

In the event of death of the Worker, the Employer shall be responsible for the costs of repatriation

of the dead body.

If the funeral takes place in Malaysia with the consent of the family of the deceased, the Employer shall be responsible for the costs of the funeral and repatriation of the remains.

The Employer shall promptly settle the due salary, insurance and other benefits to the

c.

b.

a.

**27. Repatriation in the case of death of the Worker:**

The repatriation cost of the Worker from their place of work to their original exit point in Bangladesh

shall be borne by the Employer under the following circumstances. At the completion of this Contract of Employment.

Termination of this Contract of Employment by the Employer other than non-compliance of the terms and conditions of this Contract of Employment by the Worker; and

Termination of this Contract of Employment by the Worker due to non-compliance or the terms and conditions of this Contract of Employment by the Employer.

The Worker shall be responsible to bear related expenses under the Malaysian laws and expenses relating to repatriation for circumstances that arc not mentioned in

e.

d.

b.

c.

a.

**26. Repatriation:**

**25. Furnishing information to the Department of Labour Peninsular Malaysia:**

The Employer shall furnish to the Department of Labour Peninsular Malaysia particulars of the Worker including the Worker's dependent within 14 days from the commencement of the employment.

**24. Female Workers:**

Ensure additional measures as may be required for meeting special needs of female workers with regards to working conditions.

**23. Receiving Worker:**

The Employer shall ensure to receive the Worker upon arrival at the entry point in Malaysia within 6 hours upon arrival. In case, the Employer fails to do so, he/she shall be liable to bear all the expenses incurred during the waiting period.

**22. Outstanding Wages:**

In the event the Worker is to be repatriated before the expiry of this Contract of Employment, the

Employer shall pay all outstanding basic wages and all other payments owed to the Worker subject to the labour laws in Malaysia.

The passport shall be returned to the Worker upon completion of these purposes.

In the event that the Worker's passport is lost or damaged while in the custody of the Employer for the abovementioned purposes, the Employer shall bear all related costs for the replacement of the Worker's passport.

d.

e.

**30. Termination of service:**

a. In the event the Employer intends to terminate this Contract of Employment, the Employer shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and shall provide airfare to Bangladesh for the Worker.

b. In the event the Worker intends to terminate this Contract of Employment, the Worker shall give adequate written notice as stipulated under the labour laws or wages in lieu of such notice of his intention to terminate such contract, and the Worker shall bear

That the Employee shall not marry with any Malaysian and shall not participate in any political

activities or activities of those connected with political organizations in Malaysia.

That the Employee shall not change his employment <luring the period of this Contract of

Employment and shall not carry out or do other business.

That if the competent authority concerned finds the Worker engaged in any illegal, subversive or criminal activities, then the Worker shall be dismissed from the job and

b.

c.

a.

**29. Restriction:**

Within 30 days from the date of arrival;

Once every year for the first 3 years of employment; and

Every alternate 3 years of employment.

a.

b. c.

**28. Medical Examination in Malaysia (FOMEMA):**

The Employer shall ensure that the Worker undergoes medical examination as follows:

I hereby declare all information above the whole true nothing but the true. Thank you.

Yours faithfully,

­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_

Employer’s Name :

Designation :

NRIC :

Company Stamp :