忠 達 印 刷 工 業 有 限 公 司 (366977-H)
TIONG TAT PRINTING INDUSTRY SDN BHD
(Specialise in offset printing box, offset carton, poster, label & corrugated carton)

PRIVATE AND CONFIDENTIAL

Date

Name
ADDRESS

Dear Mr / Ms,

RE: LETTER OF EMPLOYMENT AS POSITION

We refer to the above matter and have the pleasure in offering you an appointment as POSITION. This appointment shall take effect from START WORK DATE.

The offer is conditional upon you being certified as medically fit by our panel doctor and you accepting the terms and conditions of employment set out as below:

1. SALARY

Your commencing basic salary will be **RM XXX.XX** per month subject to compulsory deductions as required by the relevant authorities. Your basic salary will be reviewed based on performance upon confirmation.

2. WORKING HOURS

Official working hours will be as below:

Monday – Saturday	8.30 a.m. – 5.30 p.m
Lunch Hour	12.00 p.m. – 1.00 p.m.

The company reserves the right to modify the above working hours based on business requirements.

However, you may be required to work beyond the normal working hour when necessary.

3. PROBATION PERIOD

Your employment is subjected to a probationary period of six (6) months in the first instance commencing from the date you assume duty. However, your probationary period may be extended at the discretion of the Company. You are not entitled to paid annual leave during your probationary period. At the end of your probationary or extended period, your appointment will be confirmed in writing based on the merits of your performance.

During the probationary period, you may resign from your resignation by giving two (2) weeks notice in writing and remuneration in lieu of notice should you found that the position offered is not suitable for your goodself. Meanwhile, the company reserves the right to terminate your employment with immediate effect if your performance does not meet to the company's satisfaction.

Date

The company also reserves the right to extend (in writing) the probation period if the situation should so required. During the probation period any sick leave with medical certificate from any of the doctors including our panel doctors will be considered as unpaid leave. No remuneration will be paid for the medical treatment.

4. ATTENDANCE

You are expected to report for work punctually and regularly. If you are late for work, you shall report to your Superior/Managing Director stating the reason for your late arrival.

In the case of any unforeseen absence due to illness or any other reason immediate notification by phone must be given to the superior.

5. REST DAY

The weekly rest day for all employees shall be on Sunday. However, the company reserves the right to alter the rest day.

You will pay at rates prescribed in the prevailing Labour Law if required to work on the rest day.

6. ANNUAL LEAVES

You will be entitled to paid leave in the following manner: -

a) Eight (8) working days in each calendar year if you have been continued service with the Company for less than two years (you are entitle to paid leave only after your confirmation)

b) Fourteen (14) working days in each calendar year if you have been continued service with the company for two years or more but less than five years.

c) Sixteen (16) working days in each calendar year if you have been continued service with the company for five years or more.

Annual leave is not accumulative and must be taken within twelve calendar months from the date following upon the end of the twelve calendar months continue service in respect of which the leave was earned. No leaves are allowed to carry forward to the following year. Any exception to this rule requires prior written approval by the Management. Accumulation of leave cannot exceed seven (7) days per year.

Annual leave that would like to apply must be in writing at least three (3) days in advance.

Accrued leave entitlements cannot be offset by payment of any kind. Exceptions to this basic principle can be considered only with the sole discretion of the Company. Therefore this is in connection with the final settlement upon termination of employment. Such exceptions require the prior written approval of the Executive Director / Managing Director.

Date

7. SICK LEAVE

Where no hospitalization is necessary, you will be entitled to pay sick leave in the following manner after you had confirmed as a permanent staff of the company:-

a) Fourteen (14) days in each calendar year if you have been in service with the company for less than two years.
b) Eighteen (18) days in each calendar year if you have been in service with the company for two years or more but less than five years.
c) Twenty-two (22) days in each calendar year if you have been in service with the company for five years or more.

You are required to inform the Company within 48 hours of the commencement of sick leave. However, you are not allowed to carry forward sick leave to the following year.

In the event of hospitalization, you shall be granted sixty (60) days paid leave each year (inclusive of sick leave).

Only sick leave certified by the Company's doctor shall be treated as paid sick leave. In the event of an emergency, you may seek treatment at a Government clinic or the any other registered medical practitioner.

8. PUBLIC HOLIDAY

You will be granted to all Public Holiday gazetted by the Company.

Employee may be required to work on all or any of the Public Holidays listed above and in such event shall be paid at the rates specified in the prevailing Labour Law or according to mutual agreement between the Employer and Employee.

If you absent yourself on the working day immediately preceding or succeeding a Public Holiday will not be entitled to the holiday pay for that holiday.

9. MATERNITY LEAVE

The company shall grant confirmed female employees a total of ninety eight (98) calendar days of maternity leave on full pay. This leave can start up to 30 days before the expected delivery date with the remainder taken post-delivery. An employee must inform her employer of her confinement and start date of maternity leave at least 60 days in advance. Notwithstanding the above, a female employee shall not be entitled to any maternity allowance (ie paid maternity leave) if at the time of her confinement she has five or more surviving children.

Date

10. LEAVE WITHOUT PAY

In special situations and the sole discretion of the Company, you may take leave without pay subject to prior approval by the Management. The said leave also must apply in writing at least three (3) days in advance.

11. BONUS

Bonus shall be paid at the sole discretion of the Company and shall not be considered an entitlement but shall be paid based on the decision of the Company on conditions imposed as deemed necessary.

12. ALLOWANCE

The Company may from time to time grant allowances as deemed fit.

13. OVERTIME

Overtime work shall be performed only at the request of the Company. It is urged that no employees shall unreasonable refuse to perform overtime work when requested to do so.

Overtime calculation:
Formula: (monthly salary/26 days/working hours per day) x total hours of overtime x "X"

"X"= 1.5 times for normal working day
= 2.0 times for Sunday
= 3.0 times for Public Holiday

Overtime claim will commence after an employee has completed the first (1) one hours from the official knock off time at 5.30pm. **Maximum overtime rate will be based on RM 4,000.00**.

14. MEDICAL BENEFITS

You are covered by the Social Security Organization (SOCSO) benefits as authorized by the relevant laws of Malaysia. The Company shall deduct the contribution payable by the employee from the monthly salary and pay the same together with the contribution of the Company to SOCSO.

Date

15. PROVIDENT FUND

EPF contributions will be deducted from your monthly salary and pay together with the contribution of the Company to the EPF Board according to the EPF ordinance.

16. TRANSFER

The Company reserves the right to transfer you from one job to another and/or from one locality to another and/or another related and/or subsidiary company, if any, both present and in future.. Special benefits and allowances granted in certain localities or in connection with certain job are automatically adjusted upon such as transfer.

The Company reserves the right to suspend you without pay and/or on half at any time and for any period the Company deems necessary. During such suspension, you can be temporary dispensed from your duties, however, you will remain on the Company's payroll even if payment of certain allowances for covering expenses incurred in pursuance of active duties is suspended.

17. TERMINATION OF PERMANENT EMPLOYMENT

Upon confirmation either party may terminate your employment by giving to the other party two month notice in writing or two month salary in lieu of notice. The day that the notice is given shall be included on the period of the notice.

18. RULES AND REGULATIONS

You shall observe and comply with the Company's rules and regulations and any official instructions that may be issued from time to time.

19. DISCIPLINE AND GRIENVANCE

It is the intention of the Company that 1ll employees enjoyed good working relation with the management. In view of this, you are advised to consult your immediate superior if there is any grievance. If the grievance is not settled than you are advised to consult the Management.

You are expected to carry out your duties efficiently and honestly. The Company may take discipline action according to the Labour Law against any employee who commits any act of misconduct or indiscipline. It is hoped that employees will not create a situation where discipline action will have to be taken.

Date

20. DISMISSAL FOR CAUSE

The Company may immediately dismiss you if you should be found guilty of any misconduct or breach of the terms and conditions of employment, e.g. (but no limited to)

a) Disclosure confidential information relating to the business activities of the Company to third party;
b) Committed a criminal offence or disturbed the peace within and outside the Company;
c) Accepted monetary or other inducement from third parties by virtue of your position in the Company;
d) Committed an act or inconsistent with the fulfillment of the expressed or implied conditions of your service and/or detrimental to the interest of the Company, or committed an act or acts amounting to misconduct or in-subordinating;
e) Taken up other employment or has an interest in other companies or business organization which has not been disclosed to the Company and approved in writing by the Company; and
f) Been absent from work for two successive working days without prior leave or without informing or attempting to inform your superior of the excuse of such absence.

21. TRADE SECRET

All information accessible in the course of your attachment with this Company including your salary shall be deemed strictly confidential. Divulging or distribution of such information to any third party is strictly forbidden and this restriction shall be binding on you even after termination of employment and acceptance of this appointment is made with your agreement not to disclose or utilize confidential information for personal or third party gain. Should the company suffer whatever loss as a result of your violation of this condition; such loss shall be recovered through legal action.

22. RETIREMENT AGE

Your retirement age shall be 60 years of age and you shall be required to retired at your attainment of the age of 60 years.

The Management reserves the right to add or amend any of the conditions and provisions on this terms and conditions of employment.

Please signify that the above terms and conditions are acceptable to you by signing and returning to us the duplicate copy of this letter of appointment for our records.

We hereby look forward your full co-operation, support, dedication and commitment to the Company and in welcoming you officially as a member to our Company.

Date

Yours faithfully,
TIONG TAT PRINTING INDUSTRY SDN BHD

I hereby acknowledge receipt of this letter of offer, had read and agreed to the terms and conditions of employment with the company and its accompanying regulations governing my employment.

Signature
Name: XXXXX
NRIC: XXXXX