PRIVATE & CONFIDENTIAL

[Date]

LETTER OF EMPLOYMENT

[Name of New Employee]

Dear [Name],

RE : POSITION OF [DESIGNATION]

We are pleased to offer you an appointment of the above position under the following terms and conditions: -

1.	Job title	[Designation]
2.	Commencement Date	[Date]
3.	Probation period	3 months
4.	Basic salary	RM x,xxx.00 per month
5.	Working days	Mondays to Saturdays (1st, 2nd, 3rd & 4th Saturdays off)
6.	Working time	8.15am to 5.30pm (5th Saturday : 8.15am to 1pm)
7.	Shift work	You may be required to work on shift depending on the Company's operational needs. In the event that you are required to perform shift work, your shift schedule shall be determined by your superior.
8.	Overtime	Entitled to overtime, rates of which are in accordance to the Employment Act 1955.
9.	Public Holidays	14 days over a calendar year (as determined by the company)
10.	Annual Leave	Per Employment Act 1955
11.	Sick Leave	Per Employment Act 1955
12.	Medical Care	Free medical treatment is provided for employee only (dental care and hospitalization are not included)

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13.	Others terms & Conditions of Employment	As per FARBEN TECHNIQUE Terms and Conditions of Employment attached

The Company reserves the right to add, annul, modify or vary any of the above benefits, conditions and terms from time to time, subject to the Company giving notice of its intention to do so.

If the terms and conditions of employment are acceptable to you, kindly acknowledge your acceptance of our offer by signing on the attached duplicate copy of this letter, and returning the same to the Company.

We look forward to having you with us.

Yours sincerely,

_____
(Edward Low – Managing Director)

I, _____I/C _____hereby confirm acceptance of the above.

Signature : _____

Date : _____

TERMS & CONDITIONS OF EMPLOYMENT

1. ***APPOINTMENT***

Any position in the company is deemed valid only when:

a) A letter of appointment has been issued, acknowledged and signed by the successful applicant.
b) An 'Employee Non-Disclosure Agreement' has been entered into, whereby trade secrets and confidential/proprietary information of the Company are not to be disclosed to any third party.

2. ***MEDICAL CHECK-UP***

Employee is required to go for medical check-up at a time specified by the Company. Employee has to pass the medical examination and be certified medically fit, otherwise the Company has the right to revoke the offer of employment.

3. ***PROBATION***

Employee will serve a probation period of three (3) months. At the company's discretion the probation period may be extended for a further three (3) months. During the period of probation, either the employee or the company may give twenty-four (24) hours' notice to terminate the service without assigning any reason. On successful completion of the probation period, the employee will receive a letter of confirmation.

4. ***OVERTIME PAYMENT***

Overtime shall be worked only at the request of the company and rates to be paid will be in accordance to the Employment Act 1955. Overtime worked is not permitted to exceed a total of 64 hours in any one month, excluding rest days and public holidays overtime.

5. ***BONUS***

Bonus is not contractual. It is given solely at the Company's discretion and dependent upon the Company's business overall performance and profitability. Bonus is also tied to employee performance.

TERMS & CONDITIONS OF EMPLOYMENT

6. ***PUBLIC HOLIDAY***

Employee shall be granted 14 days of Public Holidays over a calendar year. Any employee who is absent from work on the working day immediately preceding or immediately succeeding a Public Holiday without the prior consent of the Company shall not be entitled to any holiday pay.

7. ***EMPLOYEE'S PROVIDENT FUND (EPF)***

Employee will be required to contribute towards the EPF in accordance with current legislation and subsequent amendments. Deductions in respect of your own contributions will be made by the company, from your monthly salary in accordance to the Fund's Table of Contribution and the Company will likewise contribute accordingly as required by the EPF Board.

8. ***SOCIAL SECURITY ORGANISATION (SOCSO) AND EMPLOYEE INSURANCE SCHEME (EIS)***

Employee earning RM5,000 or less will be registered with the SOCSO and EIS as provided for in the Employment Social security Act, 1969 and Employment Insurance System Act 2017, is eligible for participation in the :

a) employment injury scheme
b) invalid pension scheme

Under the invalid pension scheme, nominal contribution will be payable by employees to SOCSO as provided for in the Act.

9. ***ANNUAL LEAVE***

Employee will be eligible for paid annual leave as follows:

10 days for every 12 months of continuous service if employed for less than 2 years.
14 days for every 12 months of continuous service if employed for less than 5 years but more than 2 years.
16 days for every 12 months of continuous service if employed for less than 7 years but more than 5 years.
20 days for every 12 months of continuous service if employed for more than 7 years.

You shall be able to apply for annual leave on an earned basis after having served for 3 continuous months with the company. Thereafter your annual leave entitlement will be credited quarterly on a calendar year basis and you shall be able to apply for such earned leave when you need it.

It is not a policy of the Company to allow encashment of unused annual leave.

TERMS & CONDITIONS OF EMPLOYMENT

10. ***SICK LEAVE & HOSPITALISATION LEAVE***

Employee will be entitled to paid sick leave as follows:
Where no hospitalization is necessary,

a) 14 days in the aggregate in each calendar year if the employee has been employed for less than 2 years.

b) 18 days in the aggregate in each calendar year if the employee has been employed for more than 2 years but less than 5 years.

c) 22 days in the aggregate in each calendar year if the employee has been employed for 5 years or more.

Where hospitalization is necessary,

a) 60 days not inclusive of sick leave, in each calendar year.

Application for sick leave by an employee is to be evidenced by a medical chit/certification from the company's panel of doctors, or the government hospital. No employee is entitled to paid sick leave on a rest day or a public holiday.

Application for hospitalization leave shall be supported with proper medical certification from a private or government hospital.
Employee who is not able to provide supporting proof shall have his/her absence treated as unauthorized absence without permission and reasonable excuse.

11. ***MATERNITY LEAVE***

Every female employee who has served the Company for a period of not less than ninety (90) days shall be entitled to Maternity Leave in accordance with the Employment Act 1955.

12. ***PATERNITY LEAVE***

Every male employee who has served the Company for a period of twelve (12) months shall be entitled to Paternity Leave in accordance with the Employment Act 1955.

13. ***COMPASSIONATE LEAVE***

The company will grant paid leave on compassionate grounds to an employee up to a maximum of 3 working days for the death of an immediate member of the family.

14. ***MARRIAGE LEAVE***

The company will grant paid leave to an employee up to a maximum of 3 working days per calendar year for the marriage of the employee.

15. ***ABSENTEEISM***

An employee's service shall be terminated should he/she be absent from work for more than two (2) consecutive working days,

a) without prior leave or permission from the company or without reasonable excuse.
b) without informing or attempting to inform the company for the reason of such absence.

16. ***MEDICAL BENEFITS***

All employees are eligible for medical attention and treatment by the Company's panel of doctors. The Company shall pay for the prescription and treatment by the doctor but shall not bear the cost of the following :

a) cosmetic treatment, consultation or drug.
b) medical/surgical/other appliances including dentures, spectacles or artificial limbs
c) dental or optical charges
d) maternity fees in respect of pregnancy / miscarriage.
d) cost of treatment of sexually transmitted disease including venereal disease, AIDS.
e) any expenses arise out of self-inflicted injuries, or illnesses and sicknesses and injuries caused by misconduct.
f) routine physical checking other than required by the company.
g) hospitalization charges.

17. ***TRANSFER***

The Company reserves the right to transfer an employee from one section or department of the Company to another, or within the Group of Companies, in accordance with the requirement of the work and at the sole discretion of the Company.

18. ***RETIREMENT***

Employees shall retire on attaining the age of 60 years. The employee may be reemployed by the Company on a yearly fixed term contract basis, subject to mutually agreed terms and conditions of employment by both parties.

Employees may also opt for early retirement on attaining the age of 55 years.

TERMS & CONDITIONS OF EMPLOYMENT

19. ***TERMINATION OF SERVICE***

After confirmation, in the event of termination of service, either party is required to give one (1) month's written notice or pay in lieu of notice.

20. ***ANTI-NEPOTISM CLAUSE***

The company strongly discourages the employment of any immediate family members of its employees to work in the same company or any of its subsidiaries, related company or associate company, if there is any possibility where nepotism to occur. Where such possibilities do not occur, then the hiring or immediate family members can be permitted, and the deciding factor will be the HR Manager & the Executive Director.

Immediate family members mean a child, grandchild, spouse, parent, grandparent, daughter-in-law, son-in-law, parents of the spouse, domestic partner, siblings, and adoptive relationship and step-relationship within the preceding categories of an employee.

You are required to disclose immediately to the company if there is any changes to your personal relationship covered by this clause. Failure to disclose any personal relationships covered by this clause, will subject you to disciplinary action which can include the termination of your employment, if the intent NOT to disclose was intentional.

Additionally, if you do get married to an employee in our company, its subsidiaries, related company or associate company, and should the relationship cause a potential serious "conflict of Interest" situation, EITHER one of two situations will have to happen, i.e.

a. you (or your spouse) will have to agree to a transfer to a different department in order to minimise or to avoid such a "Conflict of Interest" situation, OR

b. If the above 'a' is not feasible, you or your spouse will have to resign from our company, with a reasonable time period provided to you, in order that you may source for new employment.

Whichever decision taken by the company above will be done to ensure that it is for the best interests of the company in order to avoid any form of Nepotism or Conflict of Interest occurring in the company & taking into account the need of the employee to earn a living.

I,_____ I/C _____, have read through, understood the contents and accept the above stated Terms and Conditions of employment.

Signature : _____ Date : _____