

**CONTRACT OF EMPLOYMENT**  
**KONTRAK KERJA**

This contract is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between  
*Kontrak Kerja ini dibuat pada hari \_\_\_\_\_ tanggal \_\_\_\_\_ pada tahun \_\_\_\_\_ antara*

Name of Employer : \_\_\_\_\_ I/C No : \_\_\_\_\_  
*Nama Majikan*

Name of Domestic Worker : \_\_\_\_\_ Passport No : \_\_\_\_\_  
*Nama Pekerja Paspur No*

Domestic Worker From : \_\_\_\_\_  
*Pekerja berasal dari*

**It is hereby agreed as follows:**

***Kedua belah pihak menyetujui hal-hal sebagai berikut:***

**1. Duration of the Contract**  
***Masa Kontrak***

- (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;  
*Majikan akan mempekerjakan Pekerja sesuai dengan ketentuan dan kondisi yang berlaku dalam kontrak ini dengan mengacu kepada hukum, peraturan dan ketentuan yang berlaku di Malaysia;*
- (b) This Contract shall commence from the date of the arrival of the Domestic Worker at the Employer's home;  
*Kontrak Kerja ini mulai berlaku sejak kedatangan pekerja di rumah majikan.*
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract for a period of one (1) years or until such time the Contract is terminated in accordance with the terms and conditions of this Contract.  
*Pekerja harus bekerja dibawah kondisi Kontrak Kerja ini untuk jangka waktu satu (1) tahun atau sampai Kontrak Kerja ini dibatalkan sesuai dengan ketentuan dan kondisi Kontrak Kerja ini.*

**2. Place of work / residence of Domestic Worker**  
***Tempat Kerja/Tinggal Pekerja***

The Domestic Worker shall work and reside only at \_\_\_\_\_ during the duration of the Contract.  
*Pekerja hanya diperbolehkan bekerja dan tinggal di \_\_\_\_\_ selama berlakunya Kontrak Kerja ini.*

**3. Duties and Responsibilities of the Domestic Worker**  
***Tugas dan Tanggung Jawab Pekerja***

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed else where;  
*Pekerja hanya diperbolehkan bekerja pada Majikan dan dilarang mencari pekerjaan lain atau dipekerjakan di tempat lain;*
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the assigned household duties;  
*Pekerja harus mematuhi arahan dari Majikan dalam mengerjakan pekerjaan rumah tangga sehari-hari;*
- (c) The Domestic Worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities;  
*Pekerja harus menunjukkan mutu kerja yang baik, rajin, setia dan berbudi bahasa dalam melaksanakan tugas yang diberikan oleh Majikan yang tidak menyangkut kegiatan komersial;*
- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without Employer's permission;  
*Pekerja dilarang menggunakan atau mengambil kesempatan menggunakan barang-barang milik majikan tanpa izin;*
- (e) The Domestic Worker is expected at all times to observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer;  
*Pekerja diharapkan selalu berpakaian rapi, sopan, berbudi bahasa dan hormat kepada majikan dan anggota keluarga majikan;*
- (f) The Domestic Worker shall abide by the laws, rules, regulations, national policies and directives of Malaysia and respect the customs and traditions of Malaysia;  
*Pekerja harus patuh pada hukum dan peraturan Kerajaan Malaysia dan menghormati kebudayaan dan adat istiadat 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;  
*Apabila pekerja menikah di Malaysia dalam waktu kontrak kerja masih berlangsung, Kerajaan Malaysia berhak membatalkan Permit Kerja Pekerja;*
- (h) No member of family or any other person shall be allowed to stay with the Domestic Workers in the place of employment without the consent of the Employer;  
*Tidak ada anggota keluarga atau orang lain diperbolehkan untuk tinggal dengan pekerja di tempat bekerja tanpa izin dari majikan;*

**4. Duties and responsibilities of the Employer**  
**Tugas dan Tanggung Jawab Majikan**

- (a) The Employer shall provide the Domestic Worker with reasonable accommodation and basic amenities;  
*Majikan harus memberi tempat tinggal yang layak dan menyediakan keperluan sehari-hari;*
- (b) The Employer shall provide the Domestic Worker reasonable and sufficient daily meals;  
*Majikan diwajibkan menyediakan makan yang cukup dan memadai;*
- (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;  
*Majikan tidak dibenarkan memberi kegiatan atau pekerjaan lain diluar tugas-tugas yang berhubungan dengan kegiatan rumah tangga;*
- (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 an injury where such injury arises out of and in the course of employment;  
*Majikan wajib mengasuransikan pekerja dengan Skim Pampasan Pekerja Asing untuk mengantisipasi biaya pengobatan sekiranya pekerja mengalami kecederaan semasa bekerja;*
- (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;  
*Majikan pada setiap saat harus menghormati kepekaan kepercayaan keagamaan pekerja termasuk memberi kesempatan pekerja untuk melakukan ibadah dan melarang pekerja memegang/mengolah dan makan makanan yang tidak halal;*

**5. Payment of Wages**  
**Pembayaran Gaji**

- (a) The Employer shall pay the Domestic Worker a monthly wages of RM \_\_\_\_\_ ( \_\_\_\_\_ RINGGIT MALAYSIA) and the payment shall be in accordance with labour laws of Malaysia;  
*Majikan diwajibkan membayar gaji bulanan sebanyak RM. \_\_\_\_\_ .Ringgit Malaysia) dan pembayaran gaji harus disesuaikan dengan Undang-undang Buruh Malaysia;*
- (b) No deduction of the monthly wages of the Domestic Worker shall be done save in accordance with the law;  
*Tidak ada pemotongan gaji bulanan pekerja dapat dibuat sesuai dengan undang-undang yang berlaku;*

**6. Rest Period/Waktu Istirahat**

The Domestic Worker shall be allowed adequate rest.  
*Pekerja harus diberi waktu istirahat yang cukup.*

**7. Termination of Contract by the Employer**  
**Pembatalan Perjanjian Kerja oleh Majikan**

The Employer may terminate the service of the Domestic Worker without notice if the Domestic Worker commits any act of misconduct inconsistent with the fulfillment of the Domestic Worker's duties or if the Domestic Worker breaches any of the terms and conditions of this Contract.

*Majikan dapat membatalkan Perjanjian Kerja tanpa pemberitahuan, apabila pekerja melakukan pelanggaran dalam melaksanakan tugas sehari-hari atau pekerja melanggar ketentuan dan kondisi Kontrak Kerja ini.*

For the purposes of this clause, misconduct includes the following:  
*Pelanggaran yang dimaksud dalam klausul ini adalah sebagai berikut:*

- (i) Working with another Employer;  
*Bekerja dengan majikan lain;*
- (ii) Disobeying lawful and reasonable order of the Employer;  
*Tidak mematuhi arahan yang diberikan oleh majikan;*

- (iii) Neglecting the household duties and habitually late for work;  
*Mengabaikan pekerjaan rumah tangga dan sering terlambat melakukan pekerjaannya.*
- (iv) is found guilty of fraud and dishonesty;  
*Didapati bersalah karena menipu dan tidak jujur.*
- (v) Is involved in illegal and lawful activities;  
*Mengikuti kegiatan yang dilarang atau bertentangan dengan undang-undang.*
- (vi) permitting outsiders to enter the employer's premises or to use the Employer's possessions without Employer's permission;  
*Membenarkan orang luar memasuki kediaman atau menggunakan barang milik majikan tanpa sepengetahuan/izin majikan.*
- (vii) using the Employer's possessions without the Employer's permission.  
*Mempergunakan barang milik majikan tanpa izin dari majikan.*

Provided always that the Employer terminating the Contract under this clause shall provided proof of existence of such situation upon request of the Domestic Worker  
*Majikan berhak membatalkan Kontrak Kerja dibawah pasal ini dengan menunjukkan bukti yang cukup apabila diminta oleh pekerja.*

#### **8. Termination of Contract by the Domestic Worker** ***Pembatalan Perjanjian Kerja oleh Pekerja***

The Domestic Worker may terminate this Contract without notice if :  
*Pekerja dapat membatalkan Perjanjian Kerja tanpa pemberitahuan apabila:*

- (i) The Domestic worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;  
*Pekerja mempunyai alasan yang wajar bahwa jiwanya terancam atau hidupnya diancam penderaan atau penyakit.*
- (ii) the Domestic Worker is subjected to abuse or ill-treatment by the Employer; or  
*Pekerja didera atau mendapat perlakuan tidak layak oleh Majikan; atau*
- (iii) The employer has failed to fulfil his obligation under paragraph 5.  
*Majikan tidak dapat memenuhi kewajibannya seperti tertera dalam klausul 5.*

Provided always that the Domestic Worker terminating the Contract under this clause shall provided proof of existence of such situation upon request of the employer.  
*Pekerja berhak membatalkan Kontrak Kerja dibawah pasal ini dengan menunjukkan bukti yang cukup apabila diminta oleh majikan.*

#### **9. General Provisions** ***Ketentuan umum***

- (a) Transportation cost from the Domestic Workers's original exit point in Indonesia to the place of employment shall be born by the employer.  
*Biaya perjalanan pekerja dari tempat asal pekerja sampai ketempat majikan ditanggung sepenuhnya oleh majikan.*
- (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 cost of his/her repatriation.  
*Dalam hal perjanjian kerja ini dibatalkan oleh majikan atas dasar kesalahan pekerja, biaya perjalanan ditanggung sepenuhnya oleh pekerja.*
- (c) The repatriation cost of the Domestic Worker from the place of employment to the original exit point in Indonesia shall be born by the Employer in following circumstances;  
*Biaya pemulangan pekerja dari tempat majikan sampai ke tempat asalnya di Indonesia ditanggung oleh majikan dalam kondisi :*
  - (1) at the completion of Contract of Employment;  
*Kontrak Kerja berakhir.*
  - (2) termination of the Contract of Employment by the Employer; or  
*Pembatalan Kontrak Kerja oleh majikan; Atau*
  - (3) termination due to non compliance of the terms and conditions of the Contract of Employment by the Employer  
*Pembatalan oleh majikan disebabkan ketidak patuhan terhadap tugas dan tanggung jawab yang tertera dalam kontrak ini*

- (d) Any dispute arising between the Employer and the Domestic Worker concerning the ground 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  
*Perdebatan yang timbul antara majikan dan pekerja dalam hal pembatalan kontrak kerja seperti tercantum dalam paragraph 7 atau 8 dalam kontrak ini agar diselesaikan sesuai hukum yang berlaku di Malaysia.*
- (e) For the purpose of this Contract, the terms "original exit point" shall mean \_\_\_\_\_ in Indonesia  
*Yang dimaksud dalam Kontrak ini, sebagai "tempat asal" adalah \_\_\_\_\_ di Indonesia.*

**10. Extension of the Contract**  
***Perpanjangan Kontrak***

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.  
*Masa berlaku Kontrak Kerja ini dapat diperpanjang dengan persetujuan dari kedua belah pihak dengan dasar dan kondisi yang sama.*

**11. Time is Essence/Waktu adalah Pokok**

Time whenever mentioned shall be essence of this Contract in relation to all provisions of this Contract.  
*Waktu yang disebutkan adalah pokok dari ketentuan-ketentuan yang berlaku pada kontrak ini.*

**12. Governing Law/Hukum yang berlaku**

This Contract is governed by, and shall be constructed in accordance with the laws of Malaysia.  
*Kontrak ini dibuat sesuai dengan hukum yang berlaku di Malaysia.*

**IN WITNESS WHERE OF**, the parties to this Contract have hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
**DISAKSIKAN OLEH** pihak-pihak yang menurunkan tanda tangan pada hari \_\_\_\_\_ tanggal \_\_\_\_\_ 20\_\_

Employer/Majikan,

Domestic Worker/Pekerja,

\_\_\_\_\_  
 Name / Nama :

Mobile No / Telefon Bimbit :

House Telephone No / Telefon Kediaman :

Witnessed by/Disaksikan oleh,

\_\_\_\_\_  
 Name / Nama :

Mobile No / Telefon Bimbit :

Witnessed by/Disaksikan oleh,

\_\_\_\_\_  
 Name / Nama :

\_\_\_\_\_  
 Name / Nama :