

# Model Contract of Employment for Hiring Indian Nationals as Domestic Workers

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This Contract is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between \_\_\_\_\_ I/C No. \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the Employer) of the one part and \_\_\_\_\_ Holder of Indian Passport No. \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the Domestic Worker) of the other part.

**It is hereby agreed as follows:**

## **1. Duration of the Contract**

### ***Masa Perjanjian***

- (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.
- (b) This Contract shall commence from the date of the arrival of the Domestic Worker at the Employer's home.
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract for a period of \_\_\_\_\_ ( \_\_\_\_\_ ) years or until such time the Contract is terminated in accordance with the terms and conditions of this Contract.

## **2. Place of work / residence of Domestic Worker**

The Domestic Worker shall work and reside only at \_\_\_\_\_ during the duration of the Contract.

## **3. Duties and Responsibilities of the Domestic Worker**

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere.
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the assigned household duties.
- (c) The Domestic Worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities.

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- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without Employer's permission.
- (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.
- (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.
- (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.
- (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.

#### **4. Duties and responsibilities of the Employer**

- (a) The Employer shall provide the Domestic Worker with reasonable accommodation and basic amenities.
- (b) The Employer shall provide the Domestic Worker reasonable and sufficient daily meals.
- (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.
- (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.
- (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.

#### **5. Payment of Wages**

##### ***Pembayaran Gaji***

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(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.

(c) No deduction of the monthly wages of the Domestic Worker shall be done save in accordance with the law.

## 6. Rest Period

### *Waktu Istirahat*

The Domestic Worker shall be allowed adequate rest.

## 7. Termination of Contract by the Employer

### *Pembatalan Perjanjian Kerja oleh Pengguna*

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.

For the purposes of this clause, misconduct includes the following:

- (i) working with another Employer.
- (ii) Disobeying lawful and reasonable order of the Employer.
- (iii) Neglecting the household duties and habitually late for work.
- (iv) is found guilty of fraud and dishonesty.
- (v) Is involved in illegal and lawful activities.
- (vi) permitting outsiders to enter the employer's premises or to use the Employer's possessions without Employer's permission.
- (vii) using the Employer's possessions without the Employer's permission.

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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.

## 8. Termination of Contract by the Domestic Worker

The Domestic Worker may terminate this Contract without notice if :

- (i) The Domestic worker has reasonable grounds to fear for his or her life or is threatened by violence or disease.
- (ii) the Domestic Worker is subjected to abuse or ill-treatment by the Employer. or
- (iii) The employer has failed to fulfil his obligation under paragraph 5.

## 9. General Provisions

### *Ketentuan umum*

- (a) Transportation cost from the Domestic Workers's original exit point in India to the place of employment shall be borne by the employer.
- (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.
- (c) The repatriation cost of the Domestic Worker from the place of employment to the original exit point in India shall be born by the Employer in following circumstances.
  - (1) at the completion of Contract of Employment.
  - (2) termination of the Contract of Employment by the Employer. or
  - (3) termination due to non compliance of the terms and conditions of the Contract of Employment by the Employer
- (d) Any dispute arising between the Employer and the Domestic Worker concerning the ground for termination of the Contract of Employment pursuant

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to Paragraph 7 or 8 of this Contract shall be dealt with in accordance with the applicable laws in Malaysia

(e) For the purpose of this Contract, the terms "original exit point" shall mean \_\_\_\_\_ in India

## 10. Extension of the Contract

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.

## 11. Time is Essence

### *Waktu adalah Pokok*

Time whenever mentioned shall be essence of this Contract in relation to all provisions of this Contract.

## 12. Governing Law

### *Hukum yang berlaku*

This Contract is governed by, and shall be constructed in accordance with the laws of Malaysia.

**IN WITNESS WHERE OF**, the parties to this Contract have hereunto affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Employer,

Domestic Worker,

\_\_\_\_\_  
Name :

Date :

\_\_\_\_\_  
Name :

Date :

Witnessed by,

Witnessed by,

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\_\_\_\_\_

Date :

\_\_\_\_\_

Date :