



Date: 03/12/2020  
Norhasimah Binti Morad  
No 42, Jalan Tualang Indah 1,  
Taman Tualang Indah,  
28400 Kuantan Pahang.

**RE: EMPLOYMENT CONTRACT**

We are pleased to offer you the position with Ensan Wellness Sdn Bhd as a **Baby Therapist** with effect from 14<sup>th</sup> December 2020 at our Hippopo Baby Spa & Wellness branch at Kuantan City Mall.

The terms and conditions of your service are as follows:

**1. Job Title**

Your job position is **Baby Therapist**

**2. Contract Period**

You are hereby contracted for **12** months. If the contract period is breached by you as an employee, a penalty of 1 months' salary will be imposed on you.

**3. Responsibilities**

- i. Usual responsibilities pertaining to your job position; refer attachment.
- ii. Other jobs arranged by the Management.

**4. Starting Salary**

- i. You will be paid a monthly basic salary of **RM1,200.00** during training. After you finish your training, your basic salary will be **RM1,500.00**
- ii. All bonuses are at the company's discretion and are computed on gross basis and inclusive of both the requisite employee's and employer's EPF contributions, if applicable.
- iii. Confidentiality of individual employee's remuneration or compensation packages are regarded seriously by the Company and you are expected to protect the confidentiality of this Agreement and ensure that the contents of this Agreement are not divulged to anyone in or outside of the Company.

**5. Increment/Bonus**

Performance related.

**6. Probation Period**

- i. You will be on probation for a minimum period of six (6) months which may be reviewed and extended if necessary. Subject to satisfactory performance, your position will be confirmed upon the expiry of the probation period.
- ii. During probationary period you are not eligible for any paid leave. In the event of absence from work for reason of illness or any other reason, it will be considered as unpaid leave and there will be deduction of a proportionate sum from your monthly salary accordingly.
- iii. The Company will notify you in writing upon your confirmation.

**7. Resignation**

The notice period of termination of service by either party shall be one (1) month' notice in writing or pay in lieu of notice.

**8. Termination**

- i. Your service may be terminated by the Company without notice in the event of:
  - a) Absence from work for a period longer than two consecutive working days without reasonable excuse or prior approval from the Company; or
  - b) Misconduct, dishonesty, negligence or non-performance on your part or conviction by any court of law for any criminal offence whatsoever whether the same is in connection with your employment or otherwise.

Upon the termination of your employment, you are required to return all assets and properties belonging to the Company.

**9. Working Hours**

You are required to work 48 hours in a week with one weekday off.  
Monday to Sunday : 10am to 8pm (including two hours break)

**10. Medical Fee**

You will not be entitled to any medical benefit during your probation period. Upon confirmation, we will reimburse you a maximum of RM50.00 per month for outpatient medical fee. Claims for medical fee must be substantiated by a registered doctor certificate.

**11. Notification of sickness or other absence**

If you are unable to attend work for any reason and your absence has not previously been authorized by the Company, you must inform the Company of the fact of your absence and the full reasons for it by 10.00am on each working day of absence until you have provided

the Company with a medical certificate. Medical certificate must be submitted immediately upon return from sick leave.

#### **12. Medical Leave**

An employee shall be permitted to pay sick leave of 14 days in each calendar year for 1 year of services, 18 days for 2-5 years of services, and 22 days for 6 years onwards of services. Total sick leave plus hospitalization should not be more than 60 days.

#### **13. Maternity Leave**

You are entitled to get 60 days of maternity leave, maximum for 5 children.

#### **14. Annual Leave**

- i. You are entitled to 8 working days paid annual leave for 1 year of services, 12 working days paid annual leave for 2-5 years of services, and 16 working days paid annual leave for 6 years onwards of services. Annual leave will be pro-rated accordingly for incomplete service during each calendar year.
- ii. You shall be eligible to carry forward a maximum of 5 working days to the next year but the accumulated leave must be totally consumed within the first quarter of the following year otherwise, forfeited.
- iii. 5 working days prior notice (excluding the first working day of your leave) is required for approval of leave application, subject to approval from the Company.
- iv. 1 month prior notice is required for approval of 5 days and above continuous paid leave at any one time, subject to approval from the Company.
- v. Taking leave on Saturday or Sunday will be calculated on a double basis. Example, half-day leave on Saturday or Sunday will be calculated as 1 day leave.
- vi. Taking leave on a Public Holiday that is not stated in this offer letter will be counted as 2 days and will be deducted from your annual leave or calculated as unpaid leave. For example, taking 1 day leave on Hari Raya Haji will be calculated as 2 days.

#### **15. Public Holiday**

- i. The company recognizes 11 such Public Holidays as per list.
- ii. For these 5 days of the gazette Public Holidays. There will be no replacement day, however, you are entitled to be paid 3 times the hourly rate of pay.
  - a) Agong's Birthday
  - b) Sultan's Birthday / Federal Territory Day (depending on location)
  - c) Labour Day
  - d) National Day
  - e) Malaysia Day

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- iii. You are entitle for replacement days for these 6 days.
  - a) Chinese New Year (2days)
  - b) Christmas
  - c) Deepavali
  - d) Hari Raya Aidilfitri (2days)

#### **16. Confidentiality**

- i. You shall not, without the consent of the Company, reveal, disclose or share information which is deemed confidential and trade secrets by the Company to any third party. All assignments and tasks given to you by the Company shall be deemed as strictly confidential. You shall not make use of the Company's information, tools, materials and property to accomplish other than work-related tasks.
- ii. You are not allowed to post any negative status related company, especially on social media. The posting might influence other staff and give the company a bad image to outsiders / customers. Legal action will be taken against those who violate this confidentiality under Defamation Act 1957.
- iii. You are not allowed to join other baby spas within 6 months after resignation or termination.

#### **17. Terms of Employment**

- i. The Employer reserves the right to make reasonable changes to your salary, allowances and of your terms and conditions of employment. You will be notified of minor changes of detail by way of a general notice to all employees and any such changes will take effect from the date of the notice.
- ii. You will be given not less than one month's written notice of any significant changes which may be given by way of an individual notice or a general notice to all employees. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing before the expiry of the notice period.
- iii. You have no authority to make payment to any vendors on behalf of the company without approval from a superior. If you are found to have done so, and the company suffered losses, you will be held responsible and the company has the right to deduct your salary.
- iv. It is compulsory for you to relocate when necessary.

Please report for training at 10am on 14<sup>th</sup> December 2020 at Hippopo Baby Spa and Wellness branch at Kuantan City Mall. If you agree to the above terms, please indicate your acceptance on the duplicate of this letter.

Thank you.



Yours Sincerely

Low Pei Shan  
Director  
Ensan Wellness Sdn Bhd

I Norhasimah Binti Morad ; IC number 950921-06-5642, understand and accept the above terms and conditions of service.

Signature 

Date 4<sup>th</sup> December 2020