



**DOMMAL FOOD SERVICES SDN BHD (419060-A)**

Wisma Domino's,  
No. 4, Jalan Kontraktor U1/14, Seksyen U1,  
Hicom-Glenmarie Industrial Park, 40150 Shah Alam, Selangor.  
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Date: **12 April 2024**

**Private & Confidential**

**ALVIN ANAK SAMAIL**  
**990913135985**  
**40, 11, JALAN SETIA RAJA,**  
**MUARA TEBAS LAND DISTRICT,**  
**93350 KUCHING, SARAWAK**

Dear Mr./Ms. **ALVIN ANAK SAMAIL,**

**LETTER OF OFFER OF APPOINTMENT – PART TIME:**

We are pleased to offer you an employment with Dommal Food Services Sdn Bhd (hereinafter referred to as the Company) with effect from **12 April 2024** and your employment shall be based on the following terms and conditions:

This offer of employment shall be based on the following terms and conditions:

**1. DESIGNATION**

During the period of employment, you will be designated as **PART TIME STATION LEADER**.

You will be responsible for carrying out your work as assigned to you to the entire satisfaction of the Management.

**2. SALARY**

Your hourly rate will be **RM7.21** per hour.

Your position grade in the Company is: **7E**.

**3. PLACE OF EMPLOYMENT**

You will be assigned to **Domino's Tabuan** and your place of employment may be changes according to the convenience of the Management and for needs of work purely at the sole discretion of the Management.

**4. REPORTING AUTHORITY**

You will at all times, be a part time contract employee of the Company and you shall be bound by any rules and regulations and Code of Ethics in force by the Company. Unless otherwise informed in writing. *You* shall report to the **District Manager and/or Store Manager** of the store that you are assigned to from time to time to effectively carry out your duties and responsibilities.

**5. WORKING HOURS**

You are required to work a minimum of **24 hours** per week with one (1) rest day if you work five days or more with a total working hour of not less than 20 hours a week. The actual working hours, shift and rest day shall be as determined by your immediate supervisor, and you will be advised of your weekly work schedule accordingly.

You will be required to stay back and/or work in excess of your regular working hours to accomplish any incomplete task and/or additional task that may be appeared and/or you are required to attend any important meetings or functions, as and when necessary. The Company reserves the right to change your working hours and/or rest day at any time according to the needs of the business.

**6. RATE OF PAY ON REST DAY AND PUBLIC HOLIDAY**

As and when necessary, you will be required to work on rest days and gazetted/appointed/declared public holidays depending on the needs of operation of the business, which you will be entitled to the following rates of pay in accordance with the applicable Employment Legislation, namely the Employment (Part-Time Employees) Regulations 2010, the Labour (Part-Time Employees) (Sabah) Rules 2013, the Labour (Part-Time Employees) (Sarawak) Rules 2013, and other applicable legislations, as the case may be.

Types of Rate of Pay	Rate
Work on rest day within part-time employee's normal hours of work	Two (2) days' wages at your ordinary rate of pay
Work on public holiday within part-time employee's normal hours of work	Three (3) days' wages at your ordinary rate of pay

Your entitlements for work carried out on rest day and public holiday as set out in the table above may be modified in accordance with any statutory modification, amendment or re-enactment of the Employment Act 1955, Employment (Part-Time Employees) Regulations 2010, Labour Ordinance of Sabah, Labour (Part-Time Employees) (Sabah) Rules 2013, Labour Ordinance of Sarawak, the Labour (Part-Time Employees) (Sarawak) Rules 2013 and any other legislations made thereunder (collectively, "Employment Legislation") for the time being in force, as the case may be. In the event of any discrepancy between the entitlements set out herein and the Employment Legislation, the entitlement/rate whichever is the higher shall apply.

**7. OVERTIME RATE**

You are entitled to overtime payment for work carried out in excess of your normal hours of work on normal working day, rest day and gazetted/appointed/declared public holiday at the following rates of pay in accordance with the Employment (Part-Time Employees) Regulations 2010, the Labour (Part-Time Employees) (Sabah) Rules 2013, the Labour (Part-Time Employees) (Sarawak) Rules 2013 and other applicable legislations, as the case may be.

Types of Overtime	Rate
<p>Overtime on normal working day:</p> <p>(a) Work carried out in excess of Part-Time Employee's Normal Hours of Work, but not exceeding the normal hours of work of a full-time employee in a similar capacity in any one week</p> <p>(b) Work carried out in excess of Part-Time Employee's Normal Hours of Work, and exceeding the normal hours of work of a full-time employee in a similar capacity in any one week</p> <p>For the purpose of this provision, "Part-Time Employee's Normal Hours of Work" means a minimum of 24 hours in any one week.</p>	<p>Wages at your hourly rate of pay</p> <p>One and a half (1.5) times of your hourly rate of pay</p>
<p>Overtime on <b>Rest Day</b>:</p> <p>(a) Work carried out in excess of part-time employee's normal hours of work, but not exceeding the normal hours of work of a full-time employee in a similar capacity</p> <p>(b) Work carried out in excess of part-time employee's normal hours of work, and exceeding the normal hours of work of a full-time employee in a similar capacity</p>	<p>One and a half (1.5) times of your hourly rate of pay</p> <p>Two (2.0) times of your hourly rate of pay</p>
<p>Overtime on <b>Public Holiday</b>:</p> <p>(a) Work carried out in excess of part-time employee's normal hours of work, but not exceeding the normal hours of work of a full-time employee in a similar capacity</p> <p>(b) Work carried out in excess of part-time employee's normal hours of work, and exceeding the normal hours of work of a full-time employee in a similar capacity</p>	<p>Two (2.0) times of your hourly rate of pay</p> <p>Three (3.0) times of your hourly rate of pay</p>

Your entitlements for overtime payment as set out in the table above may be modified in accordance with any statutory modification, amendment or re-enactment of the Employment Act 1955, Employment (Part-Time Employees) Regulations 2010, Labour Ordinance of Sabah, Labour (Part-Time Employees) (Sabah) Rules 2013, Labour Ordinance of Sarawak, the Labour

(Part-Time Employees) (Sarawak) Rules 2013 and any other legislations made thereunder (collectively, "Employment Legislation") for the time being in force, as the case may be. In the event of any discrepancy between the entitlements set out herein and the Employment Legislation, the entitlement/rate whichever is the higher shall apply.

**8. GROUP INSURANCE COVERAGE**

You will be entitled to the group personal accident provided by the Company.

**9. ANNUAL LEAVE**

You will be paid Annual Leave at your Ordinary Rate of Pay (ORP) according to your length of service in the Company

Years of Service	No. of Days Per Year	Terms & Conditions
Less than two (2) years of service	6 days	<ol style="list-style-type: none"><li>1. You must continuously serve the Company, without break or inactivity for every 12 months.</li><li>2. If you leave the Company prior completing 12 months of service, you will be paid in direct proportion to the number of completed months of service when you resign and serve your notice period accordingly. This will not be applicable when you are terminated on grounds of misconduct.</li><li>3. You must accumulate at least 14.4 working hours in the preceding week to earn the Annual Leave.</li></ol>
More than two (2) years but less than five (5) years	8 days	
Five (5) years of more	11 days	

**10. MEDICAL LEAVE**

You will be paid Medical Leave at your Ordinary Rate of Pay (ORP) according to your length of service in the Company.

Years of Service	No. of Days Per Year	Terms & Conditions
Less than two (2) years of service	10 days	<ol style="list-style-type: none"><li>1. You must continuously serve the Company, without break or inactivity for every 12 months.</li><li>2. You will not be entitled to paid Medical Leave on your non-working day.</li><li>3. You must accumulate at least 14.4 working hours in the preceding week.</li><li>4. You must produce the original Medical Chit (MC) to Human Capital Management Department (HCM) to get the paid Medical Leave.</li></ol>
More than two (2) years but less than five (5) years	13 days	
Five (5) years of more	15 days	

**11. PUBLIC HOLIDAY**

You will be entitled to the rates of pay as set out in Paragraph 6 of this letter for work carried out on the following public holidays:

Region	No. of Public Holidays	Terms & Conditions
Peninsular Malaysia & Federal Territory of Labuan	7 gazetted public holidays, and any day in addition to the aforementioned declared as a public holiday under section 8 of Holidays Act 1951	1. You must accumulate at least 14.4 working hours in the preceding week.
Sabah	10 gazetted public holidays, and any day in addition to the aforementioned declare as a public holiday under section 3 of the Holidays Ordinance by the Government of Sabah	
Sarawak	11 gazetted public holidays, and any day in addition to the aforementioned declared as a public holiday under Section 3 of the Holidays Ordinance by the Government of Sarawak.	

**12. EMPLOYEES PROVIDENT FUND CONTRIBUTIONS, SOCSO, & EIS**

According to rules and regulations of the Employees Provident Fund, SOCSO, & EIS.

**13. TERMINATION OF CONTRACT**

Your contract shall remain in full force and effect from the effective date until the last date of your contract, unless terminated by either party by giving **two (2)** weeks' notice or payment of **two (2)** weeks salary in lieu of notice.

**14. DISCIPLINARY ACTION**

In the event of you are being found to have misconduct(s) or breached the subparagraph **14(a)**, **14(b)**, and/or **14(c)**, as stated below, the Company may exercise its right to suspend you with **half (1/2)** salary for due inquiry for not more than two (2) weeks and the Management shall extend the suspension with full pay if required. If the inquiry does not disclose any misconduct, the full amount of wages being withheld during your suspension shall be restored to you.

If you are found guilty of misconduct(s) that results to immediate dismissal without any payment of salary in lieu of notice, all entitlements of earned annual leave and allowance(s) if applicable shall be forfeited.

With reference to the above, disciplinary action may be taken that may lead to dismissal, in the event of you are found to have committed misconduct(s) or breached any of the following subparagraph:

14(a). During the period of your employment with the Company, you shall not engage in any activity, profitable or otherwise that would, in the view of the Company, be detrimental to the interests of the Company, or be engaged in or connected with any other business while you are in the Company's service.

14(b). Notwithstanding anything in the preceding paragraphs, in the event of insobriety, disobedience, incivility, insubordination, dishonesty, fraud, neglect of duty, breach of any rules and regulations, Code of Ethics and/or policy of the Company which renders you liable for discharge or any kind of misconduct which is to bring the Company into disrepute, or cause loss to the Company.

14(c). As per attached Company Ground Rules and Code of Ethics (Please refer to Appendix).

**15. BREACH OF CONTRACT**

You shall be deemed to have broken your contract of service with the Company if you have been continuously absent from work for more than two (2) consecutive working days without prior approval of your Superior, reasonable excuse, and/or failed to inform or attempt to inform the Company. In such event, you shall be deemed to have abandoned your duties with the Company and the payment of indemnity in lieu of notice shall be recovered by you.

**16. UNIFORMS**

In the event that you are required to perform your duties with Company Uniforms, you are required to pay deposit through salary deductions for the name tag, cap and t-shirts. In the event of your resignation or termination, you are required to return the uniforms to the Company within **three (3)** days from the last day of your employment.

Upon surrendering your full set of uniforms in good condition, your deposit will be refunded. Any uniform shortage, your deposit will be deducted accordingly.

Please be informed that if you do not return your uniform within the stipulated **three (3)** days, your deposit will be forfeited automatically.

**17. GENERAL**

(a) You will at all times be subjected to the order, rules and regulations of the Company and to any administrative order, rules, and directives made or given by the Management (including Company Ground Rules & Code of Ethics).

(b) The Company may at its sole discretion amend, add, and delete any of the provisions of the above.

Kindly confirm your acceptance of this offer by signing and returning the duplicate of this letter to the Company within **seven (7)** days from the date of this letter, failing which, this offer shall be rendered NULL and VOID.

Yours faithfully,  
**DOMMAL FOOD SERVICES SDN BHD**

**Store Manager,**



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**Mohd Raimi bin Mustaffa**  
Operation Manager,  
OPS Training & Recruitment

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**Name:**  
**Date:**

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**ACKNOWLEDGEMENT AND ACCEPTANCE OF OFFER**

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I, \_\_\_\_\_(NRIC No : \_\_\_\_\_)  
hereby understood the contents of this Letter of Appointment, Company Ground Rules & Code of Ethics,  
Confidentiality Clause and agree to accept the above-mentioned terms and conditions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_