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| Tel +603 2280 6777  Fax +603 2201 7778  Website www.namcheong.com.my  BO3-B-17-1, Menara 3A,  No.3, Jalan Bangsar, KL Eco City,  59200 Kuala Lumpur | | | | | | | | | | | | | | | | | | | | | | | |
| Date**: {SubmitDt}** | | | | | | | | | | | | | | | | | | Our Ref: **{NameOfVessel}** | | | | | |
| **Part 1 SEAFARER’S EMPLOYMENT AGREEMENT (SEA)**  **This Agreement is mutually agreed between the Owner as stated in Box 1 and the Crew Member as stated in Box 2 Parties to the Employment Agreement.** | | | | | | | | | | | | | | | | | | | | | | | |
| **Box 1: Name & Address of Employer (Company)** | | | | | | | | | | | | | | | | | | | | | | | |
| SKOM Sdn. Bhd. (Company No. 1182610-K) BO3-B-17-1, Menara 3A, No. 3, Jalan Bangsar, KL ECO CITY, 59200 Kuala Lumpur. | | | | | | | | | | | | | | | | | | | | | | | |
| **Box 2: Employee Personal Data (Seafarer)** | | | | | | | | | | | | | | | | | | | | | | | |
| First Name | | Middle Name | | | | | | | | | | | Last Name/ Surname | | | | | | | | | | Nationality |
| **{Name}** | | **{MiddleName}** | | | | | | | | | | | **{LastName}** | | | | | | | | | | **{Nationality}** |
| Identification Card No. | | **{IC}** | | | | | | | Date of Birth | | | | **{DOB}** | | | | Place of Birth | | | | | | **{PlaceofBirth}** |
| Permanent Address | | **{PermanentAddress}** | | | | | | | | | | | | | | | | | | | | | |
| **{PermanentAddress2}** | | | | | | | | | | | | | | | | | | | | | | | |
| **{PermanentAddress3}** | | | | | | | | | | | | | | | | | | | | Postal Code | | | **{PPostcode}** |
| City | | **{PCity}** | | | | | | | State | | | | | | **{PState}** | | | | | Country | | | **{CountryOfOrigin}** |
| House Telephone No. | | **{Contact\_HouseCtryCode}-{Contact\_House}** | | | | | | | Mobile Phone No. | | | | | | **{Contact\_MobileCtryCode}-{Contact\_Mobile}** | | | | | Email | | | **{Email}** |
| First Registered Passport No | | | | | **{Passport}** | | | | | | | | | | Expiry Date | | | | **{PassportDtExpiry}** | | | | |
| Subsequent Renew Passport No | | | | | **{SubsePassport}** | | | | | | | | | | Expiry Date | | | | **{SubseDtExpiry}** | | | | |
| Seaman Book No/Validity | | | | **{SeamanBook}** | | | | | | | | | | | Expiry Date | | | | **{SeamanBookDtExpiry}** | | | | |
| Seaman ID No/Validity | | | | **{SeamanID}** | | | | | | | | | | | Expiry Date | | | | **{SeamanIDDtExpiry}** | | | | |
| COC No/Validity | | | | **{COCNo}** | | | | | | | | | | | Expiry Date | | | | **{COC\_DtExpiry}** | | | | |
| COR No | | | | **{CORNo}** | | | | | | | | | | | Expiry Date | | | | **{COR\_DtExpiry}** | | | | |
| Capacity Engaged/Rank: | | | **{Position}** | | | | | | Contract Period (in months): | | | | | | | **{ContactPeriod}** | | | | | | | |
| Repatriation Home Port: | | | **{RepatriationHomePort}** | | | | | | Date From | | **{PeriodFrom}** | | | | | Date To | | | | | **{PeriodTo}** | | |
| **Next of Kin - Beneficiary** | | | | | | | | | | | | | | | | | | | | | | | |
| First Name | **{NOKName}** | | | | | | Middle Name | | | | | **{NOKMiddleName}** | | | | Last Name | | | | | **{NOKLastName}** | | |
| Relationship | **{NOKRelationship}** | | | | | | Contact No | | | | | **{NOKCtryCode}-{NokContactNumber}** | | | | | | | | | | | |
| Address | **{NOKAddress}** | | | | | | | | | | | | | | | | | | | | | | |
| **{NOKAddress2}** | | | | | | | | | | | | | | | | | | | | | | | |
| **{NOKAddress3}** | | | | | | | | | | | | | | | | | | | | | | | |
| **Vessel Details** | | | | | | | | | | | | | | | | | | | | | | | |
| Name of the Ship: **{NameOfVessel}** | | | | | | IMO No: | | | | **{IMONo}** | | | | | | Port of Registry: | | | | | | **{PortofRegistry}** | |
| **Salary Details** | | | | | | | | Wages and Account of Wages | | | | | | | | | | | | **{Currency}/Day** | | | |
| Consolidated Salary | | | | | | | |  | | | | | | | | | | | | **{Salary}** | | | |
| Allowance | | | | | | | |  | | | | | | | | | | | | **{Allowance}** | | | |
| Standby Allowance (if any) | | | | | | | | {**StandbyRateSelection**}Daily Rate | | | | | | | | | | | | **{StandbyRate}** | | | |
| Others applicable allowance | | | | | | | | **{OtherAllowance}** | | | | | | | | | | | | **{OtherAllowanceRate}** | | | |
| **Reminder: During the period of quarantine the company will cover the cost on accommodation, meal, cost from swab test incurred (applied to on-signers and off-signers), no consolidate salary or standby allowance or other allowance will be paid during the period.** | | | | | | | | | | | | | | | | | | | | | | | |
| **Confirmation of The Agreement** | | | | | | | | | | | | | | | | | | | | | | | |
| I confirm that I have freely entered this agreement with a sufficient understanding of my rights and responsibilities and I have been given the opportunity to review and seek advice on this agreement before signing. t is mutually agreed that this agreement shall be performed subject to the conditions contained in this contract which include PART I. In the event of any conflict of condition, the provision of PART I shall prevail over those PARTS II to the extent of such conflict. | | | | | | | | | | | | | | | | | | | | | | | |
| **Sign and Stamp on behalf of the Employer** | | | | | | | | | | | | | | **Signature of Seafarer** | | | | | | | | | |
| **{%SignatureExecutive}** | | | | | **{%SignatureManager}** | | | | | | | | |  | | | | | | | | | |
| **Crewing Executive** | | | | | **Crewing Manager** | | | | | | | | |  | | | | | | | | | |
| **Name {SignatureExecutiveName}** | | | | | **Name {SignatureManagerName}** | | | | | | | | | **Name** | | | | | | | | | |
| **Date {SignDtExecutive}** | | | | | **Date {SignDtManager}** | | | | | | | | | **Date** | | | | | | | | | |
| I confirm that the seafarer has been informed of their rights and duties under this agreement prior to or in the process of the seafarer’s engagement onto the vessel. | | | | | | | | | | | | | |  | | | | | | | | | |

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| **BAHAGIAN II – PERJANJIAN PEKERJAAN** | **PART II – EMPLOYMENT AGREEMENT** |
| 1. **Gaji** | 1. **Consolidated Salary** |
| 1. Anda akan dibayar gaji keseluruhan sebanyak **{Currency} {DailyRate}** sehari. | 1. You will be paid a consolidated salary of **{Currency} {DailyRate}** per day. |
| 1. Syarikat akan menghentikan pembayaran gaji anda sekiranya anda mendaftar keluar dari kapal ketika tempoh pekerjaan anda di atas sebab-sebab yang diketahui atau tidak diketahui. | 1. The company shall cease to pay your salary once you sign off from the vessel during your employment period due to known or unknown reasons. |
| 1. Anak-anak kapal akan menyediakan akaun bulanan untuk semua pembayaran yang kena dibayar seperti amaun yang dibayar, termasuk upah, bayaran tambahan, potongan yang dibenarkan/berkanun yang telah disetujui dalam tempoh 10 hari selepas pembayaran gaji. | 1. The seafarer will be provided with a monthly account of all payments due and the amounts paid, including wages, additional payments, permitted/statutory deductions that agreed above within 10 days after payroll. |
| 1. Gaji keseluruhan adalah termasuk gaji pokok, bayaran cuti bergaji selama 2.5 hari untuk tempoh sebulan dan kerja lebih masa tetap selama 4 jam sehari. | 1. The consolidated salary is inclusive of basic salary, 2.5 days paid leave per month and fixed overtime of 4 hours per day. |
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| 1. **Peruntukan gaji** | 1. **Allotment of wages** |
| 1. Syarikat akan menyediakan peruntukan perkhidmatan bagi pelaut semasa mereka memasuki pekerjaan atau semasa dalam pekerjaan untuk memperuntukkan sebahagian daripada gaji mereka untuk Pengiriman Wang secara berkala untuk keluarga atau tanggungan mereka. | 1. The company shall provide an allotment service for the seafarers at the time of their entering employment or during it to allot a proportion of their wages for remittance at regular intervals to their families or dependents. |
| 1. Apa-apa caj bagi perkhidmatan hendaklah munasabah dalam jumpah dan/atau hendaklah pada kadar pasaran semasa. | 1. Any changes for the service shall be reasonable in amount and/or shall be at the prevailing market rate. |
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| 1. **Waktu Kerja** | 1. **Working Hours** |
| 1. Biasa waktu kerja adalah dari Isnin hingga Sabtu (8 jam sehari) tertakluk kepada persetujuan atas kapal. | 1. Regular working hours are from Monday to Saturday (8 hours a day) subject to the agreement on board. |
| 1. Semua jam yang melebihi tempoh ini dianggap sebagai kerja lebih masa sebagai pampasan oleh jumpah tetap sebagai sebahagian daripada upah. | 1. All hours exceeding this period are considered overtime being compensated by a fixed amount as part of the wages. |
| 1. Waktu kerja hendaklah pada setiap masa berkonsisten dengan waktu rehat yang minimum seperti yang dinyatakan dalam MLC 2006 di mana waktu minimum, setiap crew hendaklah: 2. tidak kurang 10 jam dalam tempoh 24 jam dan 3. tidak kurang 77 jam dalam mana-mana tempoh lain tidak melebihi 14 jam. | 1. The working hours shall at all times be consistent with the minimum rest hours as stated in MLC whereby the minimum rest hours of each crew shall: 2. not fall short of 10 hours within 24 hours and 3. not fall short 77 hours within any periods of rest shall not exceed 14 hours. |
| 1. Waktu rehat boleh dibahagikan kepada tidak lebih daripada dua tempoh, dimana salah satu tempoh daripadanya hendaklah sekurangnya 6 jam (enam) dan jangka masa di antara tempoh rehat yang berturut-turut tidak boleh melebihi 14 jam. | 1. The hours of rest may be divided into no more than two periods, one of which shall be at least 6 (six) hours in length and the interval between consecutive periods of rest shall not exceed 14 hours. |
| 1. Anak-anak kapal yang dikehendaki mengikut budi bicara mutlak tuan bekerja jam tambahan semasa kecemasan yang melibatkan keselamatan kapal tersebut, para penumpang, anak kapal, kargo dan/atau persekitaran marin. | 1. The crew may be required at the absolute discretion of the Master to work additional hours during an emergency affecting the safety of the ship, its passenger, crew, cargo and/or marine environment. |
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| 1. **Potongan Berkanun (Jika berkenaan)** | 1. **Statutory Deduction (If applicable)** |
| Syarikat akan mencarum kepada Kumpulan Wang Simpanan Pekerja (KWSP) dan Pertubuhan Keselamatan Social (PERKESO) selaras dengan syarat-syarat berkanun. Sumbangan anak-anak kapal kepada KWSP dan PERKESO akan dipotong daripada gaji bulanan anak-anak kapal dengan sewajarnya. | The Company shall contribute to Employee Provident Fund (EPF) and Social Security Act (SOCSO) in accordance with statutory requirements. The Seafarers’ contribution to EPF and SOCSO will be deducted from the month salary accordingly. |
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| 1. **Cukai Pendapatan** | 1. **Income Tax** |
| Semua perkara yang berhubungan dengan cukai peribadi dan mendapatkan pelepasan cukai yang diperlukan (jika berkenaan) hendaklah menjadi tanggungjawab anak-anak kapal. | All matter relating to personal taxes and obtaining the requisite tax clearance (if applicable) shall be responsible of the Seaman. |
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| 1. **Pemindahan dan Pindah Milik** | 1. **Transfer and Transferability** |
| Syarikat mempunyai hak untuk memindahkan anak-anak kapal dari satu kapal ke satu kapal yang lain dan dari satu lokasi atau negara ke negara lain apabila mereka mengikut perakuan kompetenan mereka. | The Company reserves the right to transfer the Crew form one vessel to another and from one location or country to another as and when necessary in accordance to their Certificate of Competency. |
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| 1. **Pertukaran jawatan** | 1. **Change of designation** |
| Syarikat itu berhak untuk menetapkan semula anak-anak kapal dari satu jawatan yang lain apabila perlu mengikut had mereka pada Perakuan Kecekapan. Tidak akan ada perubahan kepada gaji pokok anak-anak kapal apabila perubahan penetapan semasa tempoh pekerjaan anak-anak kapal. | The Company reserves the right to re-designate the crew form one designation to another as and when necessary in accordance to their limitation on Certificate of Competency. There will be no changes of the crew basic salary upon changing of designation during the course of the crew’s employment. |
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| 1. **Repatriasi** | 1. **Repatriation** |
| 1. Pada tempoh matang kontrak ini Syarikat akan menyediakan mod paling murah pengangkutan dan perbelanjaan, satu arah, ke titik pemgambilan anak-anak kapal yang dinyatakan dalam Bahagian I dari perjanjian ini. 2. Sekiranya anak-anak kapal memutuskan oleh sebab-sebab hanya diketahui sendiri, melanggar kontrak ini sebelum tamat tempoh matang kontrak, Syarikat tidak akan bertanggungjawab untuk menyediakan laluan penghantaran balik ke destinasi yang pernah dipersetujui. | 1. On the maturity of this contract the Company will provide the cheapest mode of transport and travelling expenses, one way, to the Crew point of recruitment specified in Part I of this agreement. 2. In the event that the Crew decides by reason(s) only known to himself, breach of this contract before the maturity of the contract, the Company shall not be obligated to provide repatriation passage to which ever destination so agreed. |
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| 1. **Faedah-faedah Perubatan** | 1. **Medical Benefits** |
| Manfaat perubatan yang berikut hendaklah disediakan kepada anak-anak kapal:   1. Semua cuti sakit yang mesti disertakan dengan sijil perubatan daripada doctor panel Syarikat atau doctor kerajaan. Kelayakan maksimum cuti sakit adalah 14 hari setiap tahun ataus pada asas pro-rata. 2. Syarikat hendaklah membayar perbelanjaan perubatan pesakit luar untuk anak-anak kapal semasa tempoh pekerjaannya di klink panel Syarikat atau klinik kerajaan. 3. Perbelanjaan perubatan dan pergigian pesakit luar yang dilakukan oleh anak-anak kapal akan ditanggung sepenuhnya oleh syarikat semasa berkhidmat dengan Syarikat. 4. Pelaut akan disediakan dengan penjagaan perubatan di atas kapal jika perlu dengan secara percuma, termasuk akses kepada ubat-ubatan yang perlu, peralatan perubatan dan kemudahan yang perlu, peralatan perubatan dan kemudahan diagnosis dan rawatan dan maklumat perubatan dan kepakaran. Di mana praktikal dan sesuai, pelaut tersebut akan diberi cuti untuk melawat doctor gigi di pelabuhan terdekat untuk mendapatkan perubatan. 5. Jika anda jatuh sakit atau cedera manakala pada perjalanan, anda akan dibayar upah asas anda sehingga anda dihantar balik menurut peruntukan-peruntukan penghantaran balik yang dinyatakan. 6. Selepas anda dihantar balik, anda akan dibayar 100% daripada gaji asas anda sehingga maksimum 16 minggu. | The following medical benefits shall be made available to Crews:   1. All sick leaves must be accompanied by Company's panel doctor or government doctor's medical certificates. A maximum entitlement of sick leave is 14 days per year or on pro-rated basis. 2. The company shall pay outpatient medical expenses for the Crew during his employment at company's panel doctors or government clinics. 3. The total outpatient medical and dental expenses incurred by the crew will be fully borne by the company during the crew's employment with the company. 4. The seafarer will be provided with any medical care on board that should become necessary, free of charge, including access t❑ necessary medicines, medical equipment and facilities for diagnosis and treatment and medical information and expertise. Where practicable and appropriate, the seafarer will be given leave to visit a qualified medical doctor or dentist in ports of call for the purpose of obtaining treatment. 5. If you become sick or injured whilst on a voyage, you will be paid your normal basic wages until you have been repatriated to accordance with the repatriation provisions set out 6. After you have been repatriated you will be paid 100% per cent of your normal basic wages up to a maximum of 16 weeks. |
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| 1. **Latihan** | 1. **Training** |
| 1. Ia adalah wajib untuk semua anak-anak kapal untuk menghadiri kursus yang engkap seperti yang dikehendaki oleh STCW 95 untuk pangkat masing-masing. 2. Syarikat bolehh dari semasa ke semasa mencalonkan anak anak kapal untuk latihan keselamatan yang berkaitan untuk meningkatkan kecekapan kerja anak anak kapal. Sekiranya anak anak kapal memutuskan untuk meninggalkan Syarikat dalam tempoh setahun selepas menghadiri latihan. Syarikat mempunyai hak untuk menuntut semua atau sebahagian daripada yuran latihan, elaun perjalanan, penginapan kos dan kos-kos berkaitan lain yang ditanggung semasa latihan. | 1. It is compulsory for all crew to attend and complete courses as required by STCW 95 of their respective ranks. 2. The Company may from time to time nominate the Crew for safety training that relates to enhance the Crew work efficiency. In the event the Crew decides to leave the Company within a year after attending the training, the Company reserves the right to claim all or in part of the course fee, traveling allowances, accommodations cost and any other related costs incurred during the training. |
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| 1. **Persaraan dan Umur Persaraan** | 1. **Retirement and Retirement age** |
| Untuk apa-apa jawataan, berdasarkan budi bicara Syarikat, usia bersara untuk semua anak anak kapal adalah Enam puluh (60) tahun. Mereka yang mencapai umur yang dinyatakan akan dimaklumkan secara individu secara bertulis. | For any position, which are the discretion of the Company, the retiring age for all crew is Sixty (60) years. Those who reach the specified age will be informed individually in writing. |
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| 1. **Penamatan** | 1. **Termination** |
| Syarikat boleh menamatkan Perjanjian ini sekiranya terdapat;   1. Salah laku anak anak kapal 2. Persetujuan bersama 3. Pelanggaran Perjanjian atau prestasi yang tidak memuaskan oleh anak anak kapal 4. Penamatan atau pembatalan permit kerja yang anak anak kapal atau tidak membaharui permit kerja oleh pihak berkuasa imigresen Malaysia. 5. Jika bukti perubatan menunjukkan bahawa pelaut tidak berupaya untuk terus melaksanakan kewajipannya oleh sebab penyakit atau kecederaan melalui notis sewajarnya mengikut peruntukan Perjanjian ini. 6. Jika anak anak kapl tidak hadir tanpa cuti pada masa yang ditetapkan atau belayar. 7. Atas pendapat Master, tempoh pekerjaan anak anak kapal yang berterusan mungkin anakn membahayakan kapal atau mana-mana orang di atas kapal. 8. Anak anak kapal disahkan sebagai tidak sihat untuk tugasnya untuk tempoh dua (2) bulan atau lebih. 9. Satu pelayaran telah diselesaikan oleh anak anak kapal di bawah Perjanjian ini atau 10. Satu bulan telah berlalu sejak pekerjaan anak nak kapal di bawah SEA ini bermula; 11. Sama ada anak anak kapal atau majikan boleh member notis (secara bertulis atau lisan) untuk menamatkan pekerjaan anak nak kapal di bawah Perjanjian ini, apa-apa kesan notis pengambilalihan di pelabuhan di Malaysia, dan yang diberi tidak kurang tujuh (7) hari (eksklusif hujung minggu dan cuti umum).   Dan Perjanjian ini hendaklah tamat pada tarikh yang dinyatakan dalam notis. Anak kapal itu akan dibayar gaji sehingga hari terakhir pekerjaan. | The Company may terminate this SEA after either;   1. Misconduct of Crew 2. Mutual Consent 3. Breach of SEA or non-performance of responsibilities by Crew 4. Termination or revocation of the Crew's work permit or non-renewal of work permits by the Malaysian immigration authorities. 5. If medical evidence indicates that a seaman is incapable of continuing to perform his duties by reason of illness or injury by appropriate notice in accordance with the provision of this Agreement. 6. If the Seaman is absent without leave at a time fixed or sailing. 7. If the opinion of the Master, the continued employment of the seaman would be likely to endanger the vessel or any person on board. 8. The Crew being certified as being medically unfit for his duties for a period of two (2) months or more. 9. One voyage has been completed by a seaman under this Agreement or 10. One month has elapsed since a seaman’s employment under this SEA commenced; 11. Either the seaman or the employer may give to the other notice (in writing or orally before a witness) to terminate the seaman’s employment under this Agreement, such notice take effect at port in Malaysia, and to be given not less than seven (7) days (exclusive of weekends and Public Holidays).   And the SEA shall terminate on the date stated in the notice. Crew shall be paid his salary up to the last day of employment. |
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| 1. **Perlindungan & Insurans Indemniti (P & I)** | 1. **Protection & Indemnity Insurance (P & I)** |
| P & I Insurance dikeluarkan dalam semua kapal. Semua pelaut adalah dilindungi oleh P & I Insurance semasa perkhidmatan kapal yang mereka. | The P & I Insurance is taken out in all Vessels. All seaman are covered by the P & I Insurance during their Shipboard Service. |
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| 1. **Pampasan** | 1. **Compensation** |
| 1. Pampasan akan dibayar untuk kematian dan kecederaan untuk semua anak anak kapal yang dilindungi di bawah Insurans Peribadi Kumpulan. 2. Pampasan akan dibayar untuk semua barangan peribadi anak anak kapal yang mungkin mengalami kehilangan barang peribadi akibat kehilangan kapal atau sebagai akibat kebakaran di gas kapal tertakluk jumlah yang telah dilindungi. | 1. Compensation shall be payable for death and injury for all seaman and Master are covered under the Group Personal Insurance. 2. Compensation shall be payable for personal effect for all seaman and master who may suffer loss of personal effects due to loss of vessel or as result of fire on board subject to the coverage provided. |
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| 1. **Pengembalian Artikel** | 1. **Return of Articles** |
| Untuk mengembalikan dalam keadaan balk (kecuali yang haus dan lusuh sebelum penamatan Perjanjian ini, semua artikel yang diperuntukkan anak anak kapal untuk tujuan penggunaan peribadi semasa tempoh pekerjaan anak anak kapal ini. Syarikat berhak untuk menuntut sepenuhnya atau sebahagiannya bagi semua barangan yang hilang. | To return in good condition (fair wear and tear excepted) before termination of the SEA, all articles provided for the Crew personal use the Crew's employment. The Company reserved the right to claim in full or in part for all lost articles. |
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**16. Kod Etika**

a. Anak anak kapal hendaklah sentiasa berusaha untuk menggunakan kemahiran dan pertimbangan beliau dengan cara yang paling profesional selaras dengan kepentingan Syarikat.

**16. Code of Conduct**

a. The Crew shall always strive to use his/ her skills and judgement in the most professional manner consistent with the best interests of the Company.

b. Anak anak kapal hendaklah melaksanakan tugas beliau dengan usaha wajar dan kecekapan dan mengikut dasar-dasar semasa syarikat.

b. The Crew shall perform below his/her duties with due diligence and efficiency and in

c. Anak anak kapal hendaklah mematuhi terma-terma dan syarat-syarat perkhidmatan dan mana-mana kaedah-kaedah dan peraturan-peraturan majikan yang diubahsuai dari semasa ke semasa.

d. Anak anak kapal hendaklah menuruti dan mematuhi jadual masa kerja syarikat.

accordance with current policies of the company.

c. The Crew shall comply with the terms and conditions of service and any rules and regulations of the employer as modified from time to time.

d. The Crew shall observe and comply with company’s work time schedules.

**17. Dasar Dadah dan alcohol**

a. Mana-mana pekerja yang didapati terlibat dalam penjualan, pembelian, pemindahan, penggunaan atau pemilikan apa-apa jumlah dadah atau alkohol semasa terlibat dalam pekerjaan aktif bagi pihak syarikat itu akan tertakluk kepada tindakan disiplin sehingga dan termasuk pemecatan serta-merta. Agensi-agensi penguatkuasaan undang-undang tempatan yang berkenaan akan dimaklumkan jika berkenaan.

b. Mana-mana pekerja yang didapati mabuk atau mabuk semasa bertugas atau tidak muncul untuk kerja-kerja kerana mabuk atau mabuk akan diberhentikan serta-merta.

c. Apa-apa dadah atau lebih ubat-ubatan kaunter diambil ke saluran mesti diisytiharkan kepada kapten atau direkodkan dalam “buku log keselamatan diir” atau pemberitahuan bertulis yang lain.

d. Syarikat mempunyai hak untuk melakukan ujian dadah dan alcohol secara rawak keatas semua anak anak kapal.

**17. Drug and Alcohol Policy**

a. Any employee found to be involved in the sale, purchase, transfer, use or possession of any amount of illegal drugs or alcohol while engaged in active employment on behalf of the company will be subjected to disciplinary action up to and including immediate dismissal. Appropriate local law enforcement agencies will be notified where applicable.

b. Any employee found to be drunk or intoxicated while on duty or not appearing for work because of being drunk or intoxicated will be dismissed instantly.

c. Any prescribed drugs or over the counter medicines taken on to the vessels must be declared to the captain or recorded in “personal safety logbook” or other written notification.

d. Company reserves the rights to do random testing programmed for drugs and alcohol.

**18. Larangan Di luar Kerja / Perniagaan**

Syarikat menggunakan perkhimatan sepenuh masa pelantikannya anak anak kapal itu. Di luar waktu kerja, anak anak kapal yang boleh terlibat dalam kepentingan lain dengan sayrat ini tidak bercanggah dengan apa jua cara kepentingan Syarikat atau menejejaskan prestasi anak anak kapal di atas kapal. Di mana aktiviti-akiviti tersebut melibatkan kemungkinan konflik kepentingan, ia tidak boleh dilaksanakan tanpa berunding terlebih dahulu dengan Syarikat.

**19. Hutang Peribadi dan Liabiliti**

* 1. Anak anak kapal mengaku janji untuk menunaikan sepenuhnya, semua hutang peribadi, pinjaman, dan lain-lain yang dilakukan oleh anak anak kapal semasa dalam penggajian Syarikat.
  2. Syarikat tidak bertanggungjawab untuk hutang yang belum diselesaikan atau ditanggung oleh Anak anak kapal atau tanggungan mereka; Majikan boleh menahan gaji terakhir anak anak kapal apabila penamatan pekerjaan, (jika perlu) untuk berbuat demikian oleh Mahkamah Undang-undang atau Kerajaan Badan Berkanun seperti Jabatan Hasil Dalam Negeri.
  3. Syarikat hendaklah memberi anak anak kapal keterangan bertulis atas permintaan itu untuk mengembalikan wang (jika berkenaan) hanya selepas penerimaan Surat Pelepasan untuk membuat demikian.

**20. Maklumat Sulit**

Sepanjang pekerjaan anak anak kapal ini pekerja mungkin mengetahui maklumat dan bahan yang rahsia dan sulit kepada syarikat. Semua maklumat tersebut adalah hak peribadi dan mutlak Syarikat dan mesti dikira sedemikian oleh anak anak kapal itu.

**21.Kesahan Maklumat**

Jika pada bila-bila masa selepas pelantikan pekerja / anak anak kapal, ia telah mendapati bahawa apa-apa penyataan yang terkandung dalam borang permohonan Pekerjaan (Lampiran II) adalah paslu atau mengelirukan, pekerja / anak anak kapal yang berkenaan hendaklah bertanggungjawab ke atas

**18. Prohibition on Outside Work/Business**

The Company engages the full-time service of the Crew appointment. Outside working hours, the Crew may engage in other interests provided that these do not conflict in any way with the Company’s interests or adversely affect the Crew’s performance on board vessels. Where such activities involve the possibility of conflict of interest, it must not be undertaken without prior consultation with the Company.

**19. Personal Debts and Liabilities**

a. The Crew undertakes to discharge in full, all debts personal liabilities, loans, etc. incurred by the Crew whilst in the employment of the Company.

b. The Company accepts no liability for unsettled debts incurred by the Crew or his/her dependents; and may withhold final salaries or monies payable to the Crew upon termination of employment , if it is required to do so by the Court of Law or Government Statutory Body such as the Inland Revenue Department.

c. The company shall furnish the Crew with documentary evidence of such request will refund monies (if applicable) only after receipt of a Clearance Letter authorizing release of the same.

**20. Confidential Information**

During the course of the Crew’s employment the employee may become aware of information and material which are secret and confidential to the company. All such information are private and absolute property of the Company and must be treated so by the Crew.

**21. Validity of Information**

If at any time subsequent to the appointment of the employee/crew, it has found that any statement contained in the Employment application form (Appendix II) is false or misleading, the employee/crew in question shall be liable for instant dismissal or any other disciplinary actions

**22. Hartanah Syarikat**

Semua anak anak kapal bertanggungjawab sepenuhnya atas sebarang kerosakan atau kerugian kepada harta syarikat tidak terhad kepada kapal di bawah jagaan mereka. Dalam hal kerugian atau kerosakan, Syarikat akan melakukan siasatan dalaman dan mendapatkan cadangan luar berkaitan dengan insiden sebelum mana-mana tindakan disiplin diambil. Atas syor jawatankuasa itu, Syarikat akan mendapatkan ganti rugi dan kerosakan melalui potongan gaji kakitangan sepenuhnya.

**23. Aduan**

Jika anak anak kapal mempunyai aduan mengenai pekerjaan, anak anak kapal harus mengikuti prosedur aduan pemilik kapal. Prosedur yang akan disediakan kepada anak anak kapal jika diminta, sebelum menandatangi perjanjian ini. Prosedur aduan pemilik kapal juga akan diberi kepada anak anak kapal apabila menaikkan ke kapal.

**24. Lain-lain**

a. Perjanjian Anak anak kapal (MSO)

Selain daripada SEA ini, anak anak kapal adalah bertanggungjawab untuk memahami dan menerima semua kaedah-kaedah danperaturan-peraturan yang berkaitan dengan pelaut yang dinyatakan didalam Perjanjian anak-anak kapal Ordinan Perkapalan Saudagar (MSO), Seksyen 319 tahun 1952, dan Seksyen 176 1960.

b. Tuntutan

Adalah penting bahawa pekerja yang berkenaan setelah menandatangi SEA ini, memahami bahawa dia mesti menjalankan untuk berkhidmat jangka penuh Perjanjian ini atau Syarikat mempunyai hak untuk menuntut sepenuhnya atau di bahagian-bahagian semua perbelanjaan yang dilakukan untuk mengatur pekerjaan ini. c. Bukan Pembayaran Balik

Sekiranya semasa pekerjaan anda, Syarikat tidak bertanggungjawab untuk membayar balik atau menjamin apa-apa dokumen yang boleh merumitkan penginapan anda di negara Malaysia atau Negeri Sarawak, selain dari yang diperuntukkan.

**22. Company Properties**

All the crews are fully responsible and accountable for any damages or loses to the company properties not limiting to vessels only under their care. In regards to the losses or damages, the Company will do as internal investigation and external recommendation with regards to the incidents before any disciplinary action taken place. Upon recommendation of the committee, the Company will recover the losses and damages through deduction of salary of the staff in full.

**23. Grievance**

If the seafarer has a complaint regarding employment, the seafarer should follow the shipowner’s on-board complaint procedure. The procedure will be made available to the seafarer if requested, before signing this agreement. The shipowner’s complaint procedure will also be provided to the seafarer on board the ship.

**24. Others**

a. Crew Agreement (MSO)

Apart from this SEA, the Crew is responsible to understand and accept all rules and regulations relating to seaman being spelled out in the crew Agreement of the Merchant Shipping Ordinance (MSO), Section 319 of 1952, and Section 176 of 1960.

b. Claims

It is important that the employee concerned, upon signing this SEA, understands that he must undertake to serve the full term of this Agreement or the Company reserves the right to claim in full or in parts all expenses incurred for arranging this employment.

c. Non-reimbursable

In the event that during your employment, the Company shall not be liable to reimburse or secure any documents which may complicate your stay in the country of Malaysia or the State of Sarawak, other than those already provided for.

d. Rules of the state

The company shall not be liable for keeping you employed if your stays in the Country of Malaysia

d. Peraturan negeri

Syarikat tidak akan bertanggungjawab untuk menjamin anda bekerja jika penginapan anda di Negara Malaysia atau Negeri Sarawak bercanggah dengan peraturan-peraturan yang ditentukan oleh mereka dari semasa ke semasa.

**25. Keseluruhan Perjanjian**

Perjanjian pekerjaan hendaklah dalam semua aspek, ditadsirkan sebagai Perjanjian yang dibuat di Malaysia dan oleh itu tertakluk kepada bidang kuasa Mahkamah Malaysia.

Saya dengan ini mengesahkan bahawa memahami dan menerima terma-terma dan syarat perjanjian pekerjaan di dalam ini telah dibaca dan diterangkan kepada saya dalam bahasa yang saya fahami.

or the State of Sarawak contradicts to the rules and regulations so determined by them from time to time.

**25. Entire Agreement**

This Employment Agreement shall in all respects, be construed as an Agreement made in Malaysia and therefore subjected to the jurisdiction of the Malaysia Courts.

I hereby confirm that fully understand and accept the terms and conditions of the Employment Agreement herein read and explained to me in the language best known to me.

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| --- | --- |
| **Signature of applicant\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Passport/ NRIC No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date/ Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Read and witnessed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Date / Time \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |