



# BAGAN SPECIALIST CENTRE SDN. BHD.

(049466-V)

JALAN BAGAN 1, 13400 BUTTERWORTH, PENANG, MALAYSIA.

TEL: 04-3322 800 FAX: 04-3312806

WEBSITE: www.bagan.com.my

## **PRIVATE & CONFIDENTIAL**

Our Ref. : P/JS/18-711  
Date : 14<sup>th</sup> March 2018

Name : Hoo Suying  
Address : 5, Lengkok Kapal,  
12100 Butterworth,  
Pulau Pinang.

IC No : 911009-07-5146

**Dear Ms. Hoo Suying,**

## **RE: LETTER OF APPOINTMENT**

On behalf of BAGAN SPECIALIST CENTRE SDN. BHD. ("Hospital"), we are pleased to offer you the position of **PHYSIOTHERAPIST** reporting to the Acting Head of Rehab ("Superior").

### **1. COMMENCEMENT DATE**

You will commence work on **15<sup>th</sup> MAY 2018**. This contract will continue in force unless and until this contract is terminated in accordance with its terms.

### **2. REMUNERATION**

Basic Salary : RM2000 <Ringgit Malaysia Two Thousands> per month

You are required to open a standing arrangement for transfer of funds which your salary will be paid direct into your CIMB bank account. The salary may be revised upon confirmation of your employment at the discretion of the Hospital.

### **3. DUTIES & RESPONSIBILITIES**

You will be required to undertake such duties as would be assigned to you either express or implied in the proper performance of your employment. The Hospital reserves the right to assign to you, on temporary basis, duties outside the nature of your employment.

### **4. PROBATION PERIOD**

You shall undergo a probationary period of six (6) months from the Commencement Date. Such probationary period may, at the discretion of the Hospital, be extended for a further period based on your performance.

## **5. PRE-EMPLOYMENT MEDICAL EXAMINATION**

Your employment in this Hospital is subject to you passing the pre-employment medical examination conducted by a registered doctor appointed by the Hospital prior to the Commencement Date.

In the event that the medical examination result is not available on or before the Commencement Date, the Hospital reserves the right to postpone the Commencement Date.

## **6. WORKING HOURS**

The normal working hours of employee shall be as stated in the Employee Handbook and specified by the Hospital from time to time and the Hospital may specify different working hours for different employees.

## **7. ANNUAL LEAVE**

You shall be entitled to paid annual leave according to the Hospital policy. You shall make your application to your Superior for annual leave at least thirty (30) days in advance by completing the "Leave Record Card" and you shall not commence your annual leave without prior written approval. Any leave taken without prior written approval will be treated as unpaid leave.

## **8. MEDICAL LEAVE**

If you are absent on account of illness or incapacity, you must apply for paid sick leave by notifying your Superior before the beginning of your normal working hours or, if you fail to do so, within two (2) hours after the commencement of your working hours. You shall produce a medical certificate to the Human Resource Department of the Hospital, which is either issued by a doctor of the Hospital or government hospitals on the next day you return to work.

You shall be entitled to full pay in respect of the said sick leave provided that the number of days of sick leave in the calendar year shall not exceed the following: -

- i. Below two (2) years of continuous service - fourteen (14) days per annum.
- ii. Between two (2) to five (5) years of continuous service - eighteen (18) days per annum.
- iii. Above five (5) years of continuous service - twenty-two (22) days per annum.

Sick leave in excess of the above shall be regarded as unpaid leave or annual leave. If hospitalization is necessary, the number of days of sick leave can be extended up to sixty (60) days per calendar year at Hospital discretion.

**9. EMPLOYEE PROVIDENT FUND (EPF) / SOCSO & EMPLOYEMENT INSURANCE SCHEME (EIS) CONTRIBUTIONS**

You and the Hospital shall contribute to the above respectively in accordance with the current legislation and subsequent amendments thereof.

**10. INCOME TAX**

According to the provision under rule 3, Income tax (Deduction from Remuneration) Rules 1994 (MTD Rules). Every employer shall deduct in each month the monthly deduction in accordance with the schedule in respect of income on account of tax from the employee's remuneration.

**11. INCREMENT / BONUS**

Increment and bonus will be awarded at the absolute discretion of the Hospital based on your performance and/or any other factors which the Hospital may think fit to be taken into account.

**12. TRANSFERABILITY / JOB ROTATION**

In the performance of your duties, the Hospital in evaluating your ability to perform, may from time to time, transfer you or carry out job rotation for purposes of exposing you to different aspects of its operations within the Hospital, and its subsidiaries, associates and affiliates at the Hospital's absolute discretion. This job enrichment or job rotation exercise is designed to enable you to understand the diverse needs and nature of our Hospital operations.

**13. ENCUMBRANCES**

Your employment will be subjected to the provisions of circulars, order, administrative instructions as may be promulgated from time to time by Hospital.

**14. PUBLIC HOLIDAYS**

The gazetted public holidays to be granted as paid holidays to employees shall be specified by the Hospital from time to time.

**15. TERMINATION OF EMPLOYMENT**

At any time during the probation period, your appointment may be terminated either by yourself or the Hospital by giving one (1) month written notice or payment in lieu, without any reason being assigned for such termination. Upon confirmation of employment, either party may terminate this employment by giving three (3) months written notice or payment in lieu of such notice. Notwithstanding the above, your services may be terminated immediately without notice, indemnities and compensation in the event of any breach of contract or due to misconduct on your part.

If you are absent from work for more than two (2) consecutive workings days without prior approval from the Hospital and without informing or attempting to inform the Hospital shall be deemed to have terminated your contract of service unless you have a reasonable excuse for such absence.

## **16. CONVENANTS**

You shall, in all respect carry out and use your best endeavour in carrying out the objects of the Hospital and diligently and faithfully serve the Hospital and protect its interest in all things and matters to the best of your ability and judgement and you shall not participate in, or influence the selling or purchase of goods or services from or to any Hospital or company or undertaking of any person or party in which you have a direct or indirect financial interest.

## **17. HOSPITAL PROPERTIES**

The Hospital properties which you require during operation is under your care and you are expected to take care of it. Whenever the Hospital properties you are operating is out of order or is not performing properly or safely, you are responsible for informing your Superior. You shall not operate any equipment unless you are authorized or trained to do so. In the event of breach, you hereby agree to indemnify the Hospital from all losses, damages and claims.

## **18. RETIREMENT AGE**

You shall retire upon attaining the age of sixty (60), or earlier depending on your health condition and the validity of the terms and conditions stated herein shall be deemed to expire on such date.

## **19. CONFIDENTIALITY**

You shall not at any time, either during the continuance of your employment thereunder or thereafter divulge any of the affairs or secrets, transaction or information of the Hospital, information of patient to any third party, person or persons without the previous consent in writing from the Hospital nor use or attempt to use any information which you may require in the course of your employment in any manner which may injure, or cause to, or be calculated to injure or cause loss to the Hospital. This clause shall survive the termination of employment herein.

## **20. CODE OF CONDUCT**

The Hospital believes in Professionalism, Discipline and Integrity at work. You shall adhere strictly to the Code of Conduct, all safety measures, work rules and Standard Operating Procedures set out in manual or documents issued and amended by the Hospital from time to time and you are forbidden to solicit, request or receive presents, commission, tips, gratuity or money from any of parties which includes but not limited to the Hospital's suppliers, agents, contractors, advertisers, vendors, patients, other customers and colleagues.

## **21. CONFLICT OF INTEREST**

You shall not, during the continuance of this contract, except with the knowledge and written consent of Hospital, embark, engage or interest yourself, whether for reward or gratuitously in any activity, business or employment which would interfere with the performance of your duties with this Hospital which to your knowledge, would constitute a conflict of interest with the business of this Hospital.

## **22. CESSATION OF SERVICE**

Upon cessation of service with the Hospital, you shall return all the Hospital properties of whatever description or form belonging to the Hospital.

## **23. RE-EMPLOYMENT**

No person(s) who have been dismissed from the Hospital on the grounds of misconduct, fraud and dishonesty will be re-employed by the Hospital.

## **24. PERSONAL DATA**

The Hospital is required to obtain, store and process data from employees. By accepting this offer, you gave your consent to us, storing and using your personal data AND disclosing your personal data to the relevant government authorities / third parties where required by law or necessary by reason of your employment here.

## **25. AMENDMENTS**

The Hospital reserves the right to amend, annul, modify or vary any of the aforesaid benefits, conditions and terms as and when it deems necessary and such amendments shall apply forthwith.

## **26. OTHERS TERMS AND CONDITIONS**

You are subject to such other terms as shall from time to time be imposed by the Hospital.

If you agree to the above terms and conditions, please sign and return the duplicate copy of this letter in confirmation of your understanding and acceptance of your terms of employment.

Yours faithfully,

**BAGAN SPECIALIST CENTRE SDN. BHD.**

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**DR. TAN HUI LING**  
*Chief Executive Officer*

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### **ACKNOWLEDGEMENT AND ACCEPTANCE**

I, hereby accept the offer for the above-mentioned position and I confirm that I fully understand and agree to the above terms and conditions.

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Name: Hoo SENG

NRIC No. 911009-07-5146

Date: