

Date: 22<sup>nd</sup> August 2016



**MANPREET KAUR A/P ISHAR SINGH**  
3-4-9 ARENA SHAMELIN APARTMENTS,  
JALAN 3/91 TAMAN SHAMELIN PERKASA,  
56100 JUALA LUMPUR

920117  
Identity Card : 9201171-14-6532  
Mobile Contact : 011-37996253

Dear Manpreet,

**RE: LETTER OF OFFER**

Further to our recent interview with us on the 15<sup>th</sup> August 2016, we are pleased to offer you an employment with our organization as stated below:

Establishment : **BainsPhysio™ [Bains Therapeutics Centre Sdn. Bhd (760325-U)]**  
Job Title & Position : **JUNIOR PHYSIOTHERAPIST (Refer Article 4.3 of this letter)**  
Report Duty on : 22<sup>nd</sup> August, 2016  
Condition : Probation Three (3) months

**ARTICLE 1: JOB DESCRIPTIONS & RESPONSIBLES**

1.1 On your first day of work, you shall report duty to:

**Miss Maneesh Kaur**  
HR DEPARTMENT,  
Head Office BAINS Group of Companies  
9127, Jalan Bandar 4,  
Taman Melawati  
53100 Kuala Lumpur  
T: 03 4147 3560 / M: 014-6251751

With the above mentioned you would require to carry out the HR formalities.

1.2 Your immediate Department Manager at Physiofitness

Exercise Therapy Department shall be: **Ms Gurujit Kaur**.

Your immediate Department Manager of BainsPhysio,  
Pain Management department shall be: **Mr Mandeep Singh**

You would consistently liaise with the above mentioned for day-to-day activities and meetings.

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- 1.3 Your duties will be listed in the JOB DESCRIPTION LETTER<sup>1</sup> which would be provided to you in due course of time.
- 1.4 You may also be re-located at any of our branches establishment at any time but with prior notice. You shall be prepared to take these orders when it is announced without much hesitation. Consideration could be made in the event there is a delay in decision making, however for your-self professional development and milestone, you may need to take such orders deem necessary by company.

## **ARTICLE 2: WORKING HOURS**

- 2.1 Your working hour will be as follow:-

2.1.1 8.45 am to 6.00 pm : Monday to Friday

2.1.2 8.45 am to 3.00 pm : Saturday

2.1.3 Sunday : Off Duty

2.1.4 Off duty on \*Public Holidays (\*Only Ten Public Holidays shall be allowed)

2.1.4.1.1 On the days you are on clinical duties during Public Holidays and Sunday, you would receive remunerations as prescribed for the purpose as:

2.1.4.1.2 Double the Gross salary calculated on a daily basis for job and services carried out on Sundays.

2.1.4.1.3 Two and a Half the Gross salary calculated on a daily basis for services rendered during Public Holidays.

2.1.4.1.4 Cash reward on the balance of the incomplete Annual Holidays calculated at the end of the calendar years and will depend on the other Leaves taken stipulated in the Rules & Regulations of the Company.

- 2.2 There are instances where you will require attending to any calls from the senior management officer of the organization, for the benefit of organization or social development. You shall need to comply with these calls without prejudice.

- 2.3 Lunch Hour: It is encourage that you do not cluster your lunch hour with other staff. We encourage individual time spread out in between 12.00 noon to 2.00 pm. You are allowed 45 minutes lunch break.

<sup>1</sup> Format F10 – Job Description/2016

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### ARTICLE 3: CONDITION PRESCRIBED

#### 3.1 PROBATION:

3.1.1 Your probationary period will be for Three (3) months from the date of your employment. Upon completion of your probationary period, Three (3) Senior Staff will review your performance and you will be advised in writing as to whether:

- a) You are confirmed in this appointment; or
- b) The company consider it necessary to extend your period of probation; or
- c) Position will be subject to re-designation or re-assignment.

3.1.2 In the event you intend to tender your resignation during the probation period, please refer to Article 5, Clause 5.5.

### ARTICLE 4: REMUNERATION

The company will undertake annual review of salaries, normally in March each year, and will notify all staff of the amendments if any, which are to be applied. Such reviews will take due consideration of amongst other things, market and other economic pressure impacting the company and the staff, overall performance of the company and your individual performance on the job

#### 4.1 SALARY – You shall be offered the following:-

- 4.1.1 During probation period three (3) months your commencing salary will be **MYR 1,800 per month. (MYR 5,400 in total)**
- 4.1.2 Your **Basic Salary** shall be taken as **MYR 1,000** and the balance mentioned as in 4.1.1 shall be reflected as **Junior Training Allowances during Probation Period**, variable allowances after confirmation.
- 4.1.3 Upon satisfactory report and satisfactory performance, in our procedure of confirmation of staff, you will be a Confirmed Staff and your salary will be **MYR 2,000 per month. (MYR 24,000 per annum)** for the first year.
- 4.1.4 Salary payment for each month will be made on or before the 7<sup>th</sup> date of every month and is subject to income Tax and other statutory deductions as is applicable.
- 4.1.5 You will receive a monthly pay statement detailing gross and take home pay.
- 4.1.6 All payments pertaining to extra income shall be reflecting in the form of allowances as and when applicable on the salary slip.
- 4.1.7 Home visit payment will appear in of the following month.

4.1.8 The company may also at times practice fortnight wages system. Were you may be paid 50% of your salary every two weeks. This situation may take place at times where there is situation where the company undergoes certain ambitious activities that would in a long run benefit the staff as a whole.

#### **4.2 INCREMENT**

- 4.2.1 The increment shall be the sole discretion of as the management depending on your performance and other factors in **RULES & REGULATIONS Schedule R1b/3. (Remuneration - Salary and Termination: Termination during Probation Period)**
- 4.2.2 Increment shall be proportionately calculated on the percentage between the Basic salary and allowance as mentioned in article 4.1.2.
- 4.2.3 Increment will be upon recommendation of your immediate manager via appraisal formalities.

4.3 **HIERARCHY OF POSITIONS** - Where applicable as discussed during the interview your hierarchy of positions shall be in accordance to the schedule that you will receive along with the **Job Description Letter**.

#### **4.4 EPF and SOCSO –**

- 4.4.1 Statutory deduction shall be base on basic salary stipulated in article 4.1.2.
- 4.4.2 Statutory deduction shall commence from the month of your confirmation.
- 4.4.3 The deduction will be base on your basic salary.

#### **4.5 PERFORMANCE BONUS**

The Company has a performance bonus scheme, where the payment of a performance Bonus, if any, will be link to the performance of the company against its objectives as well as your individual performance during the year. The Performance Bonus is not a guaranteed payment, will be paid upon recommendations of the HR department, and shall be paid with the sole discretion of the Company. Should you be eligible for the Performance Bonus, it will only be paid, provide that you still are in service with the Company and have not tendered any notice of resignation prior to or at the point the bonus payment is made. Bonus payment, if any, is subject to income Tax and other statutory deductions as is applicable.

## **ARTICLE 5: TRAINING AND PROBATION**

- 5.1 First THREE (3) months of your Probation Period, you are considering as ***General Trainee***.
- 5.2 Upon confirmation, you are taken as ***Professional Trainee*** for a period of ONE (1) Year.
- 5.3 During Probation Period and as a General Trainee, you are not encouraged to apply for any leaves, unless it is an emergency.
- 5.4 All leaves taken during this period shall be taken as NO-PAY Leave.(Including Medical Leave)
- 5.5 The office has to be notified one day prior to any emergency leave or before you commences the day's function.
- 5.6 You will need to speak to your immediate superior in the event there is an emergency leave.
  - 5.6.1 You need to submit to HR department the document referred to emergency Leave as mentioned in **Rules & Regulations Schedule L**
- 5.7 In case you wish to resign from this job, during the probation period, you will require giving us a ONE-month written notice or lose the salary of the month(s) you had last served.
- 5.8 The company however has the right to terminate your services if it finds you unsuitable for your duties, within 24 hours' notice with/without compensatory payment deem fit based on situation.
  - 5.8.1 In the event the board of directors upon recommendation of the HR Manager, agrees to pay you for the days you have worked before being terminated or for the current month, you may be paid on pro-rata basis calculated from your basic salary as stipulated in Article 4.1.2
- 5.9 Your probation period could get prolonged in the event the Directors or the Consultants of the center feels that the below mentioned attributes in **Rules & Regulation** article 4(ii) (refer to) were not satisfactory.
  - 5.9.1 The office may hence EXTEND your probation period to a date deem satisfactory to the Directors.
- 5.10 In the event you leave giving a 24-hours' notice, you shall **not** be paid for the days you have worked or served.



5.11 In the event you leave immediately after receiving your salary, you shall be billed and invoiced a "training fees" imposed on you as stipulated in **RULES & REGULATION, Schedule F/1d.**

## **ARTICLE 6: CONFIRMATION**

6.1 Your employment shall be contractual as recommended by **BOARD OF DIRECTORS.**

6.2 In case you wish to resign during the Confirmation Period, you will need to give us a Three (3) months written notice and in the event you fail to do so a legal action could be taken.

6.3 Confirmation will be based on:

- 6.3.1 Punctuality
- 6.3.2 Consistency
- 6.3.3 Attitude towards profession
- 6.3.4 Professional ability
- 6.3.5 Staff inter-relation
- 6.3.6 Behavior
- 6.3.7 Multi-tasking
- 6.3.8 Willingness to serve to the best of ability
- 6.3.9 Adoptability and adaptability
- 6.3.10 Number of Medical Leaves
- 6.3.11 Appraisal & Recommendation from Three (3) Senior Staff of the establishment. The confirmation will not commence until the appraisal is in order; meaning that you are re-interviewed base on the recommendations in the appraisal from your superiors.

## **ARTICLE 7: PERFORMANCE**

### **7.1 PERFORMANCE REVIEW**

- 7.1.1 Recommendation from three (3) senior staffs of this establishment with their report.
- 7.1.2 Yearly Appraisal needs to be completed duly signed by your immediate officers and submitted to the HR department.
- 7.1.3 You are required to attain the confirmation Appraisal format from the HR officer before the end of probation period and end of the year.

## **ARTICLE 8: CONFIDENTIALITY**

For a period of One (1) year after the termination of your employment with BAINS GROUP OF COMPANIES for any course whatsoever, you shall not canvass, solicit or endeavor to take away from BAINS GROUP OF COMPANIES, the business of any customers or clients of BAINS GROUP OF COMPANIES who has been customers of client of BAINS GROUP OF COMPANIES preceding the termination of your employment.

## **ARTICLE 9: INSTITUTIONAL RIGHTS**

BAINS GROUP OF COMPANIES reserves the right to dismiss an employee for serious misconduct including drug abuse and dependency, dishonesty, insubordination, gross neglect of duty or willful breach of the company's Rules & Regulation or offence committed against the laws enforced in Malaysia or in any other country which may render you unfit for employment in the company, criminal conviction, bankruptcy or any other default, without notice, salary in lieu of notice or other forms of compensation.

## **ARTICLE 10: DECipline AND MISCONDUCT**

- 10.1 You are not allowed to smoke or consume alcohol during working hours.
- 10.2 (For Male staff) You are not allowed to have emotional affair with any female staffs or patients during your tenure of job.
- 10.3 You shall not discuss any personal matter with staffs during your tenure of job.
- 10.4 Always present yourself very professional.
- 10.5 You are not allowed to discuss personal matters, financial matters or emotional matters with the patients or students.
- 10.6 Any offering by client/patient in form of cash, hamper, goodies or etc, shall need to be reported to the Manager. Such offering shall need to discourage at all time.

## **ARTICLE 11: CONTRACT BREACH**

- 11.1 If you are absent from work for Two (2) consecutive working days or more without informing or attempting to inform your immediate Senior Officer or Human Resources Department of BAINS GROUP OF COMPANIES, you shall be deemed to have terminated employment without notice, in which case you shall be subjected to pay indemnity to BAINS GROUP OF COMPANIES as stipulated in RULES & REGULATIONS of the organization.
- 11.2 You shall have to inform your immediate senior officials or HR Department of BAINS GROUP OF COMPANIES your absence before the commencement of the office time, as stipulated in Article 2 by way of electronic messages or others applicable.

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## ARTICLE 12: ALL LEAVES

As stipulated in the **RULES & REGULATIONS Booklet** -provided to you, and shall be considered from the month you are being confirmed.

## ARTICLE 13: GOVERNING LAW

13.1 This offer of employment shall in all respects be construed and interpreted in accordance with the law of Malaysia.

13.2 All staff shall abide by the rules and regulations of our Company as stated in the copy of Rules & Regulation Booklet that shall be provided to you upon the collection of this offer letter.

## ARTICLE 14: BOND

In the event where special training/further higher education is required, the company shall bear the cost, and you shall be required to serve the company for an additional period as specified in the said agreement. The training/further higher education cost limit and bonding duration will be determined from time to time as expressed in the Training/Further Higher Education Agreement.

## ARTICLE 15: DOCUMENTS REQUIRED

- 15.1 Please bring along and print a copy of the following document if not done during the interview.
- 15.2 Your passport size photo
- 15.3 Your Photocopy of IC or Passport
- 15.4 Your Resume
- 15.5 Testimonial from your earlier employer or Lecturer or "Penghulu" or First Rank Officer you are acquainted with (with his/her full name, address and telephone number).
- 15.6 Fill up Format F11g – Application for Business/Name Card
- 15.7 Professional Membership Number. ( if you have applied for the membership, and is in the process of approval, you are required to provide us with the proof of application)

15.8 All declarations as attachment as Appendix duly signed.

15.8.1 Appendix A -

F12f	APPENDIX A - SOFTWEAR DECLARATION
F12g	APPENDIX B - STATUTORY DECLARATION
F12h	APPENDIX C - DECLARATION OF CRIMINAL OFFENCES
F12i	APPENDIX D - EMPLOYEE CONSENT
F12j	APPENDIX E - STAFF ACKNOWLEDGEMENT
F12k	APPENDIX F – PROFESSIONAL OUTLOOK

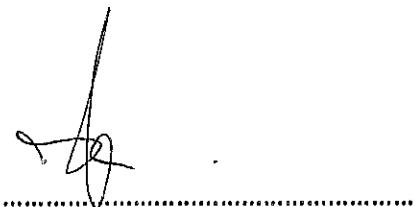
**ARTICLE 16: ACCEPTANCE**

We shall be grateful if you would kindly sign and return the copy of this letter as a token of your acceptance of this offer. Please return the copy of this duplicate letter to the HR DEPARTMENT with your signature and your initials on all the pages. We look forward to your joining this establishment and having a good working relationship throughout your tenure.

Our Company assures you all assistance when and where necessary and cooperation to help you adopt our working culture and management.

We sincerely hope that you will accept this appointment and look forward to hearing from you in the near future. If we do not hear from you within 5 days from the date of collection of this letter, we shall assume that you do not wish to take up the company's offer of employment and our offer will lapse.

Yours faithfully,  
*"Your Commitment is a Pride to Your Profession"*



Maneesh Kaur  
HR Asst. Manager  
BainsGroup of Companies.

Acknowledged by,



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MANPREET KAUR A/P ISHAR SINGH  
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