

Part-Time Employment Contract

Template for reference only. Legal advice is recommended before signing.

PART-TIME EMPLOYMENT CONTRACT

This Contract of Employment ("this Contract") is made on the _____ day of _____ 20_____

BETWEEN

No. _____) of _____ (SSM Registration

_____ (hereinafter
referred to as "**the Employer**") of the one part;

AND

No. _____) of _____ (NRIC

_____ (hereinafter
referred to as "**the Part-Time Employee**") of the other part.

WHEREAS the Employer wishes to engage the Part-Time Employee pursuant to the Employment Act 1955 (Act 265) and the Employment (Part-Time Employees) Regulations 2010.

IT IS HEREBY AGREED as follows:

1. Part-Time Engagement

- (a) The Part-Time Employee is engaged in the position of _____ on a part-time basis.
- (b) Commencement date: _____.
- (c) Place of work: _____.

2. Normal Hours of Work

- (a) The Part-Time Employee's agreed normal working hours shall be _____ **hours per week**, being less than seventy per cent (70%) of the normal hours of a full-time employee in a similar capacity at the Employer.
- (b) Working days and shift schedule: _____. The roster shall be issued to the Part-Time Employee at least _____ days in advance.
- (c) This Contract does not apply to casual workers (whose weekly hours are below 30% of full-time normal hours) or home-working employees, pursuant to regulation 3 of the Employment (Part-Time Employees) Regulations 2010.

3. Hourly Rate

- (a) The Part-Time Employee shall be paid an hourly rate of **RM** _____ per hour, which shall not be less than RM 8.72 (the statutory minimum hourly rate as at April 2026).
- (b) Wages shall be paid by bank transfer not later than the seventh (7th) day of the following month.

4. Pay for Work Beyond Normal Hours

Pursuant to regulation 5 of the Employment (Part-Time Employees) Regulations 2010, where the Part-Time Employee is required to work beyond his/her normal hours of work, the Employer shall pay:

- (a) **Not less than the hourly rate** for each hour exceeding the Part-Time Employee's normal hours but not exceeding the normal hours of a full-time employee; and
- (b) **Not less than one and a half times (1.5×) the hourly rate** for each hour exceeding the normal hours of a full-time employee.

5. Rest Day

The Part-Time Employee shall be entitled to a rest day each week if he/she works five (5) or more days with a total of not less than twenty (20) hours per week, pursuant to regulation 9. Work on a rest day shall be paid as follows:

- (a) Work within normal hours on a rest day: **not less than two (2) days' wages** at the ordinary rate;
- (b) Work beyond normal hours on a rest day: **1.5×** hourly rate up to full-time normal hours; **2×** hourly rate beyond full-time normal hours.

6. Public Holidays

Pursuant to regulation 6, the Part-Time Employee shall be entitled to **not less than seven (7)** gazetted paid public holidays per year, of which four (4) shall be:

- (i) National Day; (ii) Birthday of the Yang di-Pertuan Agong; (iii) Birthday of the Ruler or Yang di-Pertua Negeri of the State (or Federal Territory Day if applicable); (iv) Workers' Day.

Work on a paid public holiday: **additional two (2) days' wages** plus holiday pay for that day. Beyond normal hours on a public holiday: **2×** hourly rate up to full-time hours; **3×** hourly rate beyond full-time hours.

7. Annual Leave

Pursuant to regulation 7, the Part-Time Employee shall be entitled to paid annual leave:

- (a) Less than two (2) years' service: **6 days**;
- (b) Two (2) years or more but less than five (5) years: **8 days**;
- (c) Five (5) years or more: **11 days**.

Pro-rated for incomplete years. Unutilised annual leave shall be paid on termination, except where termination is due to misconduct.

8. Sick Leave

Pursuant to regulation 8, the Part-Time Employee shall be entitled to paid sick leave (certified by registered medical practitioner):

- (a) Less than two (2) years' service: **10 days**;
- (b) Two (2) years or more but less than five (5) years: **13 days**;
- (c) Five (5) years or more: **15 days**.

Paid sick leave is not applicable on a non-working day of the Part-Time Employee.

9. Statutory Contributions

EPF, SOCSO and EIS contributions shall be made on the basis of actual wages paid, at the statutory rates applicable to the Part-Time Employee.

10. Termination

- (a) Either party may terminate this Contract by giving _____ weeks' written notice, or payment in lieu thereof.
- (b) The Employer may dismiss the Part-Time Employee without notice for misconduct after due inquiry pursuant to section 14(1) of the Employment Act 1955.

11. More Favourable Terms

Pursuant to regulation 10 of the Employment (Part-Time Employees) Regulations 2010, nothing in this Contract shall be construed as preventing the parties from agreeing to terms more favourable to the Part-Time Employee.

12. Stamp Duty, Governing Law and Language

This Contract shall be stamped within thirty (30) days at LHDN (RM10 + RM10, borne by the Employer). Governed by the laws of Malaysia. The English text shall prevail.

IN WITNESS WHEREOF the parties have signed this Contract on the day and year first written above.

SIGNED by the Employer

SIGNED by the Part-Time Employee

Name: _____

Name: _____

Designation: _____

NRIC No.: _____

Date: _____

Date: _____

WITNESS (for Employer)

WITNESS (for Employee)

Name: _____

Name: _____

NRIC: _____

NRIC: _____

Date: _____

Date: _____