

**PERMOHONAN PAS LAWATAN (KERJA SEMENTARA)  
PEMBANTU RUMAH ASING (SENARAI SEMAK)**



Permohonan : Baru / Gantian / Lain-lain (Nyatakan: \_\_\_\_\_)

1. Borang permohonan baru (PRA 1) / gantian (PRA 2)
2. Borang IM.12 (permohonan Pas Lawatan)
3. Borang IM.38 (permohonan untuk visa)
4. Personal Bond yang dimatikan setem RM10.00
5. Perjanjian Pekerjaan oleh pembantu rumah asing yang dimatikan setem RM10.00 (Dalam 4 salinan)
6. Salinan kad pengenalan suami dan isteri
7. Salinan pasport pembantu rumah asing
8. Laporan perubatan bakal pembantu rumah asing dari negara asal oleh panel klinik yang dilantik Kementerian Kesihatan Malaysia.
9. Borang Perakuan Pengambilan Pembantu Rumah Asing Beragama Islam (**Lampiran A**) dan Borang Perakuan Pembantu Rumah Asing Beragama Islam bagi majikan yang menggaji PRA beragama Islam (Lampiran B).
10. Borang Perakuan Daripada Majikan Yang Tidak Menggunakan Agensi Berdaftar bagi majikan yang mengemukakan permohonan secara individu (**Lampiran C**).
11. Pengesahan pekerjaan dan bukti pendapatan tetap suami isteri.
12. Dokumen sokongan tujuan permohonan PRA (seperti sijil kelahiran anak, pengesahan pegawai perubatan mengenai keluarga sakit).
13. Sijil perkahwinan (bagi permohonan kali pertama sahaja).

**Makluman:** Dokumen sokongan Bil. 11 dan 12 tidak perlu dikemukakan bagi permohonan gantian PRA yang dibuat dalam tempoh 6 bulan dari tarikh surat kelulusan sebelum ini.

**PERHATIAN:** Kenyataan ini adalah benar dan saya sedar sepanjang Laporan/ Kenyataan/ Represtasi palsu adalah merupakan **satu kesalahan di bawah Sek. 56 (1) (f) Akta Imigresen 1959/63** dan boleh dikenakan **denda tidak melebihi RM10,000.00 atau penjara tidak melebihi 5 tahun atau kedua-duanya sekali.**

Sekian, terima kasih.

TANDATANGAN PEMOHON : .....

NAMA : .....

TARIKH : .....

## **JABATAN IMIGRESEN MALAYSIA**

### **GARIS PANDUAN & SYARAT-SYARAT PENGAMBILAN PEMBANTU RUMAH ASING (PRA)**

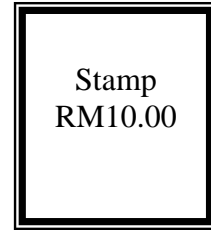
1. Permohonan Pas Lawatan (Kerja Sementara) (PL(KS)) Pembantu Rumah Asing (PRA) boleh dibuat oleh majikan sendiri atau melalui agensi pekerjaan yang berdaftar dengan Jabatan Imigresen Malaysia di pejabat Imigresen Negeri mengikut alamat majikan.
2. Majikan perlu memastikan Borang Permohonan beserta dokumen yang diperlukan adalah lengkap sebelum dikemukakan ke Pejabat Imigresen Negeri.
3. Majikan mesti terdiri daripada suami atau isteri yang mempunyai anak berumur bawah 15 tahun yang perlu perhatian dan jagaan atau ibu bapa yang sakit/uzur.
4. Suami dan isteri majikan mestilah bekerja dan hanya satu (1) pembantu rumah asing yang layak dipohon untuk satu keluarga.
5. Jumlah pendapatan bulanan majikan yang hendak menggajikan PRA Filipina dan Sri Lanka hendaklah tidak kurang RM5,000.00 dan bagi PRA Indonesia, Thailand dan Kemboja ialah tidak kurang dari RM3,000.00.
6. Majikan yang telah diisytiharkan muflis oleh pihak berkuasa tidak layak mendapat kemudahan PRA.
7. Majikan yang mempunyai alasan yang kukuh dan pendapatan mengikut syarat yang ditetapkan oleh Jabatan Imigresen Malaysia dibenarkan memohon pembantu rumah asing kedua.
8. Bakal PRA mestilah perempuan, terdiri daripada warganegara Indonesia, Thailand, Kemboja, Filipina ataupun Sri Lanka serta berumur tidak kurang daripada 21 tahun dan tidak melebihi 45 tahun dan disahkan sihat oleh pusat-pusat perubatan yang dilantik.
9. Majikan beragama Islam dibenarkan menggaji PRA beragama Islam sahaja.
10. Bakal PRA mestilah berada di negara asal dan masuk/datang ke Malaysia menggunakan Visa Dengan Rujukan (VDR) yang diambil di pejabat perwakilan Malaysia di negara berkenaan.
11. Majikan dikehendaki membuat pemeriksaan kesihatan bagi PRA di Fomema Sdn. Bhd. sebaik tiba di negara ini dan mendapatkan endosment PL(KS) di Jabatan Imigresen Malaysia Negeri yang meluluskannya dalam masa 1 satu bulan dari tarikh tiba.
12. Pembantu rumah asing yang gagal pemeriksaan kesihatan tidak dibenarkan bekerja dan majikan perlu mengurus penghantaran pulang segera dengan mendapatkan Memo Periksa Keluar dari Jabatan Imigresen Malaysia.
13. Majikan hendaklah memastikan PRA ditugaskan untuk membuat kerja-kerja rumah sahaja (tidak termasuk cuci kereta).
14. Majikan dimestikan menyediakan kemudahan bilik/tempat tinggal yang sesuai kepada PRA lengkap dengan kemudahan asas dan makanan yang berkhasiat. PRA juga hendaklah diberi rehat secukupnya termasuk waktu tidur sekurang-kurangnya 8 jam sehari.
15. Majikan bukan Islam yang menggaji PRA yang beragama Islam mestilah menghormati sensitiviti agama PRA dengan membenarkan PRA melakukan ibadah seperti sembahyang 5 waktu, puasa bulan Ramadhan dan tidak disuruh melakukan kerja-kerja rumah yang bertentangan dengan agama Islam.

16. Majikan hendaklah maklum bahawa PRA tidak dibenarkan berkahwin dengan rakyat tempatan, rakyat asing atau pekerja asing yang berkerja di negara ini semasa memegang PL(KS).
17. Majikan hendaklah maklum bahawa PRA tidak dibenarkan membuat Permohonan Permit Masuk semasa memegang PL(KS).
18. Majikan hendaklah memastikan PRA tidak bertukar pekerjaan/sector atau bertukar majikan tanpa kebenaran dari Jabatan Imigresen Malaysia.
19. Lanjutan tempoh PL(KS) hendaklah dikemukakan kepada mana-mana Pejabat Imigresen tiga (3) bulan sebelum tarikh tamat PL(KS) setelah mendapat kelulusan pemeriksaan kesihatan di Fomema Sdn. Bhd.
20. Majikan bertanggungjawab menyimpan rekod pembayaran gaji PRA dan menunjukkan kepada pihak Jabatan apabila diminta untuk tujuan lanjutan PL(KS) atau Memo Periksa Keluar. Gaji PRA hendaklah dijelaskan selewat-lewatnya pada minggu terakhir setiap bulan.
21. Rawatan perubatan perubatan PRA semasa dalam tempoh PL(KS) adalah di bawah tanggungjawab majikan.
22. Majikan bertanggungjawab melaporkan kepada Jabatan Imigresen Malaysia sekiranya PRA meninggal dunia, hilang atau melarikan diri dari tempat sepatutnya dia bekerja.
23. Majikan atau agensi pekerjaan tidak dibenarkan memukul atau apa-apa perbuatan yang mendatangkan kecederaan kepada PRA.
24. Sekiranya majikan dan pasangannya bercerai, Jabatan Imigresen Malaysia berhak untuk memindahkan nama majikan PRA berkenaan kepada isteri atau majikan baru yang berkecualan.
25. Sekiranya majikan atau pasangannya meninggal dunia, maka majikan atau pasangan atau warisnya diminta melaporkan kepada Jabatan Imigrsen Malaysia untuk tujuan pengesahan status majikan baru PRA berkenaan.
26. Majikan hendaklah mendapatkan kelulusan dari Jabatan Imigresen Malaysia bagi PRA yang memohon berhenti atau diberhentikan atau tamat tempoh pas dengan mendapatkan Memo Periksa Keluar dari Jabatan Imigresen Malaysia bagi tujuan penghantaran pulang.
27. Jabatan Imigresen Malaysia mempunyai hak membatalkan kelulusan pas yang dikeluarkan.
28. Jabatan Imigresen Malaysia mempunyai kuasa memindahkan PRA yang dianiaya oleh majikan asal kepada majikan baru yang layak atas dasar kemanusiaan walaupun tanpa persetujuan majikan asal.
29. Majikan yang ingin membawa pembantu rumah asing bekerja di luar negara dikehendaki memaklumkan kepada pejabat perwakilan negara asal pembantu rumah asing berkenaan di Malaysia.
30. Majikan yang telah diberi kelulusan PRA tetapi gagal mematuhi syarat-syarat di atas akan **disenaraihitamkan** daripada mendapat kemudahan pembantu rumah asing.





**GOVERNMENT OF MALAYSIA**  
Immigration Ordinance 1959  
(F.M. 12 of 1969)  
Immigration Regulation, 1963  
(P.L.N. 228/63)  
**PERSONAL BOND**  
(Regulation 18)



WHEREAS it is a condition of the issue of a Visit Pass (Temporary Employment) to me /  
..... of ..... that  
(employee) (address)  
there be furnished by me / on behalf of said .....  
(employee)  
security in the sum of RM ..... as a guarantee that I / the said .....  
(employee) will comply with the provisions of the  
Ordinance and of any Regulations made thereunder and with any conditions imposed in  
respect of or instructions endorsed on such pass.

Now I ..... NRIC ..... of  
(employer) (address) do  
hereby bind myself that I / the said .....  
(employee) will comply with the provisions imposed in respect of or instructions endorsed on such  
Visit Pass (Temporary Employment) and in case of my / the said .....  
(employee) making default therein, I hereby bind myself to forfeit to the Government of Malaysia  
the sum of RM..... Dated this ..... day of ..... 20 .....  
at ..... in the state of .....

Signature of the above named

.....

Signed and executed by the above named ..... in my presence

Signed of Witness : .....

Full name of witness : .....

Address of witness : .....

.....

.....

## **CONTRACT OF EMPLOYMENT**

This contract is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ between \_\_\_\_\_  
I/C No. \_\_\_\_\_ of \_\_\_\_\_  
(hereinafter referred to as the Employer) of the one part and  
\_\_\_\_\_ Holder of \_\_\_\_\_ Passport  
No. \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as  
the Domestic Worker) of the other part.

**IT IS HEREBY AGREED** as follows:

### **1. Duration of the Contract**

- (a) The Employer shall employ the Domestic Worker in accordance with the terms and conditions of this Contract and subject to the provisions of the relevant laws, regulations, rules, policies and directives of Malaysia;
- (b) This Contract shall commence from the date of the arrival of the Domestic Worker at the Employer's home;
- (c) The Domestic Worker shall continue in the employment under the terms and conditions of this Contract for a period of \_\_\_\_\_ ( \_\_\_\_\_ ) years or until such time the Contract is terminated in accordance with the terms and conditions of this Contract.

### **2. Place of work / residence of Domestic Worker**

The Domestic Worker shall work and reside only at \_\_\_\_\_ during the duration of the Contract.

### **3. Duties and Responsibilities of the Domestic Worker**

- (a) The Domestic Worker shall work only with the Employer and shall not seek employment or be employed elsewhere;
- (b) The Domestic Worker shall comply with reasonable instructions of the Employer in the performance of the assigned household duties;

- (c) The Domestic Worker shall perform diligently, faithfully and sincerely all household duties assigned by the Employer which shall not include commercial activities;
- (d) The Domestic Worker shall not use or take advantage of the Employer's possessions without the Employer's permission;
- (e) The Domestic Worker is expected at all times observe proper attire and shall be courteous, polite and respectful to the Employer and family members of the Employer;
- (f) The Domestic Worker shall abide by the laws, rules, regulations, national policies and directive of Malaysia and respect the customs and traditions of Malaysia;
- (g) In the event that the Domestic Worker marries in Malaysia during the period of employment, the Government of Malaysia reserves the right to revoke the Work Pass;
- (h) No member of family or any other person shall be allowed to stay with the Domestic Worker in the place of employment without the consent of the Employer;

#### 4. Duties and responsibilities of the Employer

- (a) The Employer shall provide the Domestic Worker with reasonable accommodation and basic amenities;
- (b) The Employer shall provide the Domestic Worker reasonable and sufficient daily meals;
- (c) The Employer shall not require the Domestic Worker to work or to be engaged in any activities other than that related to household duties;
- (d) The Employer shall insure the Domestic Worker with the Foreign Worker Compensation Scheme in respect of any medical expenses the Domestic Worker may incur in the event of any injury where such injury arises out of and in the course of employment;
- (e) The Employer shall at all times respect and pay due regard to the sensitivity of religious beliefs of the Domestic Worker, including the right to perform prayers and to refuse to handle and consume non-Halal food;





## **8. Termination of Contract by the Domestic Worker**

The Domestic Worker may terminate this contract without notice if:

- (i) The Domestic Worker has reasonable grounds to fear for his or her life or is threatened by violence or disease;
- (ii) The Domestic Worker is subjected to abuse or ill treatment by the Employer; or
- (iii) The Employer has failed to fulfil his obligation under paragraph 5.

Provided always that the Domestic Worker terminating the Contract under this clause shall provide proof of existence of such situation upon request of the Employer.

## **9. General Provisions**

- (a) Transportation cost from the Domestic Worker's original exit point in \_\_\_\_\_ to the place of employment shall be borne by the Employer.
- (b) In the event that the Contract is terminated by the Employer on the ground that the Domestic Worker has committed misconduct, the Domestic Worker shall bear the costs of his/her repatriation.
- (c) The repatriation cost of the Domestic Worker from the place of employment to the original exit point in \_\_\_\_\_ shall be borne by the Employer in the following circumstances:
  - (1) at the completion of Contract of Employment;
  - (2) termination of the Contract of Employment by the Employer;  
or
  - (3) termination due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.
- (d) Any dispute arising between the Employer and the Domestic Worker concerning the grounds for termination of the Contract of Employment pursuant to Paragraph 7 or 8 of this Contract shall be dealt with in accordance with the applicable laws in Malaysia.

(e) For the purpose of this Contract, the terms "original exit point" shall mean \_\_\_\_\_, in \_\_\_\_\_.

**10. Extension of the Contract**

Notwithstanding the expiry of the duration of the Contract, the Employer and the Domestic Worker may agree that this Contract may be extended based on similar terms and conditions therein.

**11. Time is Essence**

Time whenever mentioned shall be essence of this Contract in relation to all provisions of this Contract.

**12. Governing Law**

This Contract is governed by, and shall be constructed in accordance with laws of Malaysia.

**IN WITNESS WHEREOF**, the parties to this Contract have here on to affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Employer,

Domestic Worker,

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

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

Witnessed by,

Witnessed by,

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

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

*\*Note : A copy of this Contract must be submitted to the nearest Labour Department.*

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or
  - (3) termination due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.
- (d) Any dispute arising between the Employer and the Domestic Worker concerning the grounds for termination of the Contract of Employment pursuant to Paragraph 7 or 8 of this Contract shall be dealt with in accordance with the applicable laws in Malaysia.

(e) For the purpose of this Contract, the terms "original exit point" shall mean \_\_\_\_\_, in \_\_\_\_\_.

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**IN WITNESS WHEREOF**, the parties to this Contract have here on to affixed their signature this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ .

Employer,

Domestic Worker,

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

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

Witnessed by,

Witnessed by,

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

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

*\*Note : A copy of this Contract must be submitted to the nearest Labour Department.*