

Recruitment Agencies and the Employment of Cambodian Domestic Workers in Malaysia

July 2011



UNIAP

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¹ United Nations Inter-Agency Project on Human Trafficking (2008). *Guide to Ethics and Human Rights in Counter-Trafficking*. Bangkok.

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United Nations Inter-Agency Project on Human Trafficking (UNIAP)

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It is our hope that the information drawn from this research will aid the anti-human trafficking sector in Southeast Asia to understand exploitative situations arising from formal labour channels in the region and prevent more vulnerable people from being deceived and exploited in the future.

United Nations Inter-Agency Project on Human Trafficking (UNIAP)
July 2011

EXECUTIVE SUMMARY

Simply put, human trafficking is the recruitment, transport, receipt and harbouring of people, by means of coercion, threats or deception, for the purpose of exploitation, including labour exploitation.² Commonly human trafficking involves the movement of persons from one location to another through informal channels including criminal syndicates, brokers and social or familial networks. However, migrants enlisting formal recruitment channels to find jobs overseas may also find themselves in situations of labour exploitation and abuse, despite the fact that they have paid premiums for labour contracts, legal travel documentation, training, and assurances of assistance if needed. Despite the formalised nature of the recruitment industry, the lack of standardized recruitment processes, terms of labour contracts and in-country working conditions, has led to increasing concerns of the prevalence of human trafficking in the domestic labour sector through formal recruitment channels.

This includes the recruitment of Cambodian women to work as maids in Malaysia. Each year, thousands of economically disadvantaged Cambodian women migrate through formal channels to work in Malaysia as domestic workers. Many elect to enlist the service of a recruitment agency in the hope that they will be guaranteed a good job, safe travel, good working conditions, and sufficient pay.

Does the investment pay off? In support of the COMMIT Process, UNIAP sought to learn more about the outcomes and experiences of Cambodian former maids who had worked in Malaysia. In order to do this, UNIAP's data collection team interviewed 77 women who had returned from having been domestic workers in

Malaysia, having gone through one of the 28 recruitment agencies in Cambodia. In addition to these semi-structured interviews, 16 additional in-depth interviews were conducted to develop a richer picture of the expectations, experiences, relationships, costs, and benefits of this vocational path.

There were seven key findings, summarized on the following page and serving as the heading for each of seven major issues explored in this report:

- **Issue 1** Experiences of minors and discrepancies in legal age of recruitment
- **Issue 2** Pre-departure training
- **Issue 3** Contracts
- **Issue 4** Charges & fees
- **Issue 5** Domestic worker salary, deductions & payment
- **Issue 6** The employer & workplace in Malaysia
- **Issue 7** Avenues for complaint, dispute settlement & legal recourse

Associated with the seven key findings are eight recommendations, which can be found at the end of each Issue section in green boxes.

In summary, paying for the opportunity of domestic work often results in the pay as promised for the two years work, and sometimes even more than what is promised. However, oftentimes no money will be paid to the worker until the contract is completed, which puts women in the situation of having to endure working conditions that are long, tiring, and sometimes harshly abusive, in order to receive the promised payment, which will not be forthcoming in part unless the full-term is completed. Existing laws in both Cambodia and Malaysia provide limited protections to these overseas domestic workers, though there

² UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children.

are many opportunities to improve, including through reform of the contracts issued, to reflect the reciprocal relationship between recruitment agency and worker, or employer and worker, and not focusing so predominantly on the obligations of the workers to the agencies and employers.

These protections are important, since the domestic sphere is private, maids are often 'hidden' from the world, and abuse does take place. As stated by a former maid exploited by their bosses, in a warning statement to prospective future maids,

“If you are lucky you will work at a good place. If it is not so, you will face very bad working conditions.”

Added to this is the statement of another formerly abused maid to the agencies:

“Please, agency companies, do not cheat. Please visit the Cambodian workers, don't throw workers away and please respond to your labourers.”

That is, the ultimate outcome of a maid in Malaysia is determined heavily by the 'luck of the draw' – how lucky or unlucky she was in getting a kind-hearted employer, a verbally and physically abusive one, or something in between. If the relevant laws, policies, and regulatory and complaints mechanisms are reviewed and improved as identified here, these thousands of Cambodian maids will no longer have to rely on their luck alone to protect them from becoming one of the thousands of 'invisible' victims of trafficking and exploitation in domestic servitude.

7 KEY FINDINGS

KEY FINDING 1 | Only 52% of Cambodian maids were a suitable age for overseas domestic employment in Malaysia under the laws of both Cambodia and Malaysia. Over 20% of respondents were under 18 at the time of pre-departure training, and an additional 25% were between the ages of 18-21. Cambodian law stipulates that candidates who wish to be considered for overseas work must be 18 years of age, while Malaysian law requires that foreign domestic workers must be between 21 and 41 years of age. However, under-21 workers did not have significantly worse working or living conditions than over-21 workers, and in fact the younger workers made more money on average.

KEY FINDING 2 | 18.2% of workers in the sample endured abusive conditions during pre-departure training, and they did not receive all the training they are entitled to under the law. Cambodian law requires recruitment agencies to train migrant workers on work systems, customs, traditions and the basic laws of the destination country. However, most migrant workers in the sample reported only having received pre-departure training on job skills and language and very limited training on culture and laws. At these trainings, key informants reported having endured abusive conditions. 14 (18.2%) recounted being threatened and 14 (18.1%) disclosed that they were verbally abused by recruitment agency trainers.

KEY FINDING 3 | Cambodian recruitment agency contracts rarely meet the minimal requirements of Cambodian law. 14 out of 77 migrant workers (18.1%) interviewed stated that they did not understand the contract or the consequences of breaking their contract. Of the workers who confirmed they comprehended the terms of their contract, the majority (43 respondents or 55.8%) demonstrated that in fact, they only understood the contract's duration. 10 respondents (13%) reported that they were not provided any information about their contractual provisions whatsoever.

KEY FINDING 4 | There are no policies standardizing or regulating recruitment agency charges and fees. The total amount (including charges and fees) payable to the recruitment agencies ranged between \$2,000 and \$2,676 per maid. The Cambodian migrant workers in the sample had to pay the recruitment agencies between \$810 and \$1,200 USD, while fees charged by agencies to Malaysian employers range between \$1,190 and \$1,529. However, the maids were seen as liable for these fees paid by their employers and worked from 4.5 to 12 months with no pay, to repay the debt.

KEY FINDING 5 | 68 workers (88.3%) reported that deductions were made from their salary, and nearly 1/3 of those (20 of 68) reported feeling cheated due to such deductions. 17 (22.1%) respondents felt they were exploited; while these maids did not actually get paid less than non-exploited maids on average, they found the high discrepancy between the salary promised by the recruiter and agency compared to the actual salary exploitative. Those who completed the full two years of work under the contract were more likely to get paid the salary promised by the recruitment agency; however, of the 74% of maids who reported being paid but with delays, 61% of those actually had their entire salary withheld throughout the duration of the contract and were only paid upon completion of the contract, which is in violation of Malaysian law.

KEY FINDING 6 | Cambodian law relating to inspection of workplace environments in the destination country remains ambiguous. Only 6 (7.7%) of the migrant workers interviewed reported having their workplace inspected. Standards that Malaysian employers must meet under Malaysian law in order to employ a maid are also limited. Poor working conditions are identified by this research across a variety of indicators, and correlate to maids being unable to complete their two-year contracts, which often incur negative financial and security implications for the maid.

KEY FINDING 7 | Under both Cambodian and Malaysian laws, mechanisms for complaint, dispute settlement and/or legal recourse are limited, with onerous procedures required of the migrant worker. 85.7% of the responses relating to complaints and the complaint process indicated negative outcomes, though migrants tended not to complain about failures in the actual complaints mechanism. Migrant domestic workers are excluded from essential provisions governing complaint procedures and redress under Malaysian Labour Laws; as such, Cambodian migrant workers are provided minimal protection.

**INTRODUCTION:
RECRUITMENT AGENCIES AND
HUMAN TRAFFICKING**



INTRODUCTION

Human trafficking is the recruitment, transport, receipt and harbouring of people, by means of coercion, threats or deception, for the purpose of exploitation, including labour exploitation.³ It is often perceived that human trafficking involves the movement of persons from one location to another through informal channels involving criminal syndicates, brokers and social or familial networks. However, migrants enlisting in formal recruitment may also find themselves in situations of labour exploitation and abuse. Despite the formalised nature of the recruitment industry, the lack of standardization in recruitment processes, terms of labour contracts and in-country working conditions, has led to increasing concerns of the prevalence of human trafficking in sectors such as domestic labour.

Each year thousands of economically disadvantaged Cambodian women migrate to work in Malaysia as domestic workers. Many of these women leave their homes because of the limited options available in their local communities. Cambodia is one of the least developed countries in Southeast Asia. Of Cambodia's population of 14.5 million people, 30% live under the national poverty line⁴, less than 60 US cents a day. As well as poverty, the lack of local employment opportunities and the prospect of improving their household economy⁵, other motivating factors compelling Cambodians to seek work opportunities outside their home country include increased access to information about alternative livelihoods, the desire for access to educational opportunities,

and loss of land or housing.⁶ The establishment of recruitment agencies over the last 10-15 years, combined with advertising, word of mouth, and active recruitment strategies has also led Cambodian women, previously less willing to migrate, to feel more open to seeking such opportunities, as a 'safer' alternative to irregular migration.

Since 2009, the number of Cambodians seeking employment in Malaysia has steadily increased. The halt of incoming migrant domestic workers from Indonesia to Malaysia through 2010 and into mid-2011 due to concerns about poor working conditions, including reports of abuse, lack of freedom, and unfair payment is likely to have opened up opportunities for Cambodian women.⁷ The moratorium has continued through into 2011 as the new Memorandum of Understanding (MOU) between Malaysia and Indonesia was being negotiated.⁸

According to the Ministry of Labour and Vocational Training (MoLVT), approximately 30,000 Cambodian women have been registered as migrant domestic workers in Malaysia between 1998 and 2010.⁹ These workers enlisted the services of a recruitment agency in the hope of being guaranteed a job, safe travel, good working conditions and sufficient pay.

However, securing work through a recruitment agency does not always assure migrant workers a safe and positive work environment. Moreover, the decisive lack of legislation

³ UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children.

⁴ <http://data.worldbank.org/country/cambodia>.

⁵ Piper, Nicola (2002). Gender and Migration Policies in Southeast Asia - Preliminary Observations from the Mekong region.

⁶ UNIAP (2010). SIREN Mekong Country Data Sheets.

⁷ Piper, Nicola (2002). Gender and Migration Policies in Southeast Asia - Preliminary Observations from the Mekong region. As stated by the President of ACRA, Mr An Bun Hak: <http://ki-media.blogspot.com/2010/08/cambodian-migrant-labourers-to-malaysia.html>. Prior to this, 90% of domestic workers came from Indonesia and only 8% came from Cambodia.

⁸ The previous MOU allowed employers to withhold passports, while the new MOU includes rights for domestic workers such as one day off per week, the ability to retain passports, freedom to leave the job, and a fair minimum wage.

⁹ Ministry of Labour and Vocational Training: personal communication.

protecting workers and their rights in both sending and receiving countries, often exposes them to greater vulnerabilities and therefore, more likely to abuse and exploitation than those in other labour sectors. Avenues for complaint and legal recourse for workers who are subject to such conditions remain limited. As there continues to be a lack of oversight of recruitment processes and agency practises while the fledgling domestic worker industry burgeons, the dividing line between recruitment and trafficking has become inextricably blurred.

The definition of trafficking employed in this report is taken from the *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children* known also as the *Palermo Protocol* which states:

"Trafficking in persons" shall mean the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs."

In order to determine whether or not a person can be classified as victim of human trafficking three elements including the act, the means and the purpose must be satisfied, as illustrated in [Table 1.1](#) below.

TABLE 1.1 | The criteria for the three elements of human trafficking, from the Palermo Protocol

ACT	Is there evidence of recruitment, transportation, transfer, harbouring or receipt of persons?
MEANS	Is there evidence of threat or use of force or other forms of coercion? Of abduction, fraud, deception, or abuse of power or a position of vulnerability? Of the giving or receiving of benefits to achieve the consent of a person having control over another person?
PURPOSE	Is there evidence that the purpose of the movement was to exploit the individual? Is there evidence of exploitation?

RESEARCH METHODOLOGY

GOALS

This research was conducted as an initiative under the COMMIT Sub-regional Plan of Action (SPA), to inform COMMIT SPA III Area 4, Target 4.3 which aims to strengthen:

Enforcement of national laws and policies to protect the rights of workers through better regulation of the labour recruitment process, monitoring of labour inspection practices, and strengthening linkages between labour inspectors and law enforcement agencies

As such, this research seeks to examine the process through which Cambodian female workers are recruited for the Malaysian domestic labour sector. It focuses on four key aspects within the context of the existing legal frameworks: recruitment of workers, labour contracts, pre-departure training, and working conditions.

METHODS

The study began with a literature review of relevant laws, current policies, reports and case studies, as well as online information on Cambodian recruitment agencies. Following this, open-ended interviews were conducted in July 2009 with the Ministry of Labour and Vocational Training (MoLVT), the Association of Cambodian Recruitment Agencies (ACRA), and NGOs including Legal Support for Children and Women (LSCW), LICADHO, Coordination of Action Research on AIDS and Mobility (CARAM), and the Cambodian Human Rights and Development Association (ADHOC). In July–October 2009, the directors of three Cambodian recruitment agencies and

Specifically, this study aims to:

1. Examine the recruitment process and agency practises, including the nature of contractual relationships developed, charges and fees levied by recruitment agencies, pre-departure training programs, payment and deduction of salary, and work conditions in the destination country to determine whether or not current recruitment operations are preventive of, or conducive to, human trafficking;
2. Identify vulnerability factors that expose migrant domestic workers to exploitation and abuse during the recruitment phase and at their place of work;
3. Better understand the key issues and concerns of Cambodian returned migrant domestic workers, including those faced by trafficked women and girls faced during their migration experience; and
4. Examine the current legal frameworks that protect migrants and their rights to judicial recourse.

several agency staff were interviewed¹⁰, and two Cambodian recruitment agency training facilities were visited.

In December 2009, 120 returned migrants were interviewed in/or near their home villages, 77 of whom were former domestic workers who had enlisted recruitment agencies to help them secure work in Malaysia. Researchers employed both qualitative and quantitative techniques throughout the study to gain a comprehensive understanding of the complexities of the recruitment process.

¹⁰ Recruitment agency interviews have been anonymised.

As detailed in Table 1.2, 77 structured interviews were conducted using both open and closed questions to quantify key metrics (such as salary, working conditions and quality of pre-departure trainings) that could be used to assess variations in the women’s experiences as well as to identify risk factors and indicators of labour exploitation and human trafficking. 16 additional in-depth interviews were conducted using an open-ended questionnaire aiming to collect richer information about the process of recruitment, details of labour contracts, content and experience of pre-departure training and work conditions in Malaysia, and, overall, how

the women felt about their experiences as domestic workers in Malaysia.

Interviews with former domestic workers and recruitment agencies were conducted in Khmer by Khmer data collectors using Khmer language instruments. Data was entered into SPSS/PASW Statistics 17.0 by a bilingual (Khmer-English) statistician, who translated the Khmer-language responses in to English as it was imputed in to the programme.

TABLE 1.2 | Key elements in the structured interview questionnaire

HOME CONDITIONS | Purpose: Identifying possible vulnerability factors

RECRUITMENT, TRANSPORT, HARBORING | Purpose: Evidence of trafficking versus smuggling

CONDITIONS AT WORK | Purpose: Establishing exploitation

RETURN | Purpose: Understanding government, non-government, and business interventions

RAPID HEALTH ASSESSMENT | Purpose: Identifying immediate needs

NEXT STEPS & INFORMATION FOR PREVENTION | Purpose: Requesting information on the needs and suggestions of migrants and victims

During July-August 2010, further research was conducted in relation to Malaysian recruitment agencies, via telephone interviews and correspondence with companies present in both Cambodia and Malaysia, and through the analysis of contracts from three of the top five Cambodian recruitment agencies enlisted by respondents, as well as one Malaysian recruitment agency contract.

Interviews were conducted in three provinces including Kampong Cham, Takeo, and Battambang. Field sites were selected on the basis of their relatively high concentration of returned maids from Malaysia. As no comprehensive listing of returned domestic workers existed at the time our research was conducted, a random sampling of participants

could not be drawn. Researchers, therefore, employed a snowball sampling method which involved as first step, identifying a group of workers willing to provide interviews, then soliciting referrals for other returned maids in their social networks who may be interested in taking part in the study.

Given this, the 77 cases studies included in this research are not intended to be viewed as representative of the population of Cambodian domestic workers who have worked in Malaysia. Generalizations about this industry as a whole should not be drawn from the 7 Key Findings. Rather, the results of this research are meant to serve as useful benchmarks, references, and case studies that elucidate some of the myriad challenges migrant domestic workers face.

Figure 1.1 | Map of Cambodia showing the three provinces where returnee respondents were interviewed – Battambang, Kampong Cham, and Takeo.



LIMITATIONS

The risk of repercussions for discrediting enlisted Cambodian recruitment agencies caused concern amongst some key informants as several indicated they were warned by the companies not to report any negative information about their personal experience. In light of this, researchers were careful to follow UNIAP’s ethical guidelines: all interviews were conducted in private settings and every participant was ensured that their identities and responses would remain confidential.

Some participants may have tailored their responses to what they perceived researchers

wanted to hear, perhaps believing that they may receive some benefit from the interviewers if they did. Researchers were cautious to manage informant expectations, taking the time to clarify the purpose of the study, their position and that no financial gain or additional benefits would be reaped from taking part in the research. Researchers also carried referral materials to interviews as preparation to assist those who sought help. The use of varied questioning techniques, including open-ended questions, served to help cross-check information provided by respondents.

LEGAL SNAPSHOT: CAMBODIA & MALAYSIA

LAWS OF THE KINGDOM OF CAMBODIA RELATING TO MIGRANT LABOUR

Sub-decree No. 57 on Sending Khmer Migrants to Work Abroad (1995)*

Key legislation regulating the recruitment of migrant workers for individuals working abroad. Legal avenues of recourse for migrant workers under the sub-decree include compensation via a security fund (Article 7), punishment of individuals sending Cambodian labour overseas in violation of the law (Article 20), and annulment of the contract (Article 21).

Labour Law (1997)

Requires all foreign workers to be registered and penalizes employers who fail to do so. Requires employers to pay for the return of recruited workers to their place of recruitment at the expiration of the contract. Allows employers to directly recruit workers if they meet certain conditions.

Sub-decree No. 70 on the Creation of the Manpower Training and Overseas Sending Board (2006)

Creates the Manpower Training and Overseas Sending Board. The Board is responsible to build relations with receiving countries, facilitate recruitment, training and management of Cambodians working overseas, establish recruitment and training procedures and oversee the sending and management of workers through the recruitment, employment and repatriation process.

Prakas 108 on the Education of HIV/AIDS Safe Migration and Labour Rights for Cambodian Workers Abroad (2006)

Focuses specifically on raising awareness of Cambodian migrant workers on HIV/AIDS. Indicates workers are to be trained on health issues, safe migration, labour rights and any additional information to decrease vulnerability.

Prakas 12 on the Creation of the Labour Migration Taskforce (2007)

Establishes a taskforce under MoLVT to develop and implement policies for labour migration.

Law on Suppression of Human Trafficking and Sexual Exploitation (2008)

Criminalizes the act of trafficking in persons and provides for offences for the act of selling, buying or exchanging a person for a variety of exploitative purposes; has extra-territorial application.

National Guidelines for Private Recruitment Agencies in Cambodia (2010)

Letter No. 2647 issued by the Ministry of Labour and Vocational Training's General Department of Labour; currently unavailable in English.

LAWS OF MALAYSIA RELATING TO MIGRANT LABOUR

Employment Act (1955)	<p>Governs the employment of workers and worker's rights during employment, including foreign employees. The act defines a domestic worker as "a person employed in connection with the work of a private dwelling-house and not in connection with any trade, business, or profession carried on by the employer in such dwelling-house and includes a cook, house-servant, butler, child's nurse, valet, footman, gardener, washer-man or washer-woman, watchman, groom and driver or cleaner of any vehicle licensed for private use."</p> <p>Article 60K requires employers to notify the Director General of the particulars of a foreign employee within fourteen days of employment. Article 60M prohibits the termination of the contract of a local employee for a foreign employee. Articles of the Act relating to lawful and unlawful deductions and permitted deduction amounts state that:</p> <ul style="list-style-type: none">• It is unlawful to deduct for accommodation, services, food or meals provided by the employer to the employee unless it is for the benefit of the employee.• The total amount of deductions is not permitted to exceed fifty percent of the wages earned by that employee in that month.• Part XVII provides for offences and penalties. <p>The act excludes domestic workers from protection under key articles of the law, including Article 12 and 14 relating to fair termination of contract, Article 16 relating to minimum number of working days per month, and Parts IX on maternity provisions, XII on rest days, hours of work, holidays and other conditions of service (including annual leave and sick leave) and XIIA on termination, lay off and retirement.</p>
Immigration Act (1957)	<p>The Director General may cancel the work pass of a worker at any time. Once the work pass is terminated the worker must leave Malaysia and is prohibited from re-entering. Decisions of the Director General are appealable, though the process of appeal is unspecified.</p>
Private Employment Agencies Act (1981)	<p>The primary law regulating the recruitment agency industry. It requires all recruitment agencies to be licensed and to deposit a security bond, and limits the amount of fees chargeable for recruitment services to those set by government schedules. It also requires recruitment agencies to maintain records and submit them to the Director General upon request, and provides the Director General broad inspection and investigatory powers, including the ability to cancel licenses and to dispose of the recruitment bond for violations. Listed offences include overcharging for recruitment agency services, and providing false or incorrect information. However, complaint mechanisms are unspecific and worker rights and obligations are not defined.</p>
Policy on recruitment of foreign workers (1991)	<p>Outlines guidelines for treatment of foreign workers. Mandates that wages, benefits and terms of conditions of employment must be similar to those for nationals. Requires migrant workers to have a written contract. Requires the cost of recruitment and repatriation to be borne by the employer. It is reported that this policy is not regularly enforced.¹¹</p>
Anti-trafficking in Persons Act (2008)	<p>Criminalizes the act of trafficking in persons for the purpose of exploitation.</p>

¹¹ Robertson, Philip (2008). *Migrant Workers in Malaysia – Issues, Concerns and Points for Action*. Fair Labour Organization.

THE RECRUITMENT AGENCY PROCESS



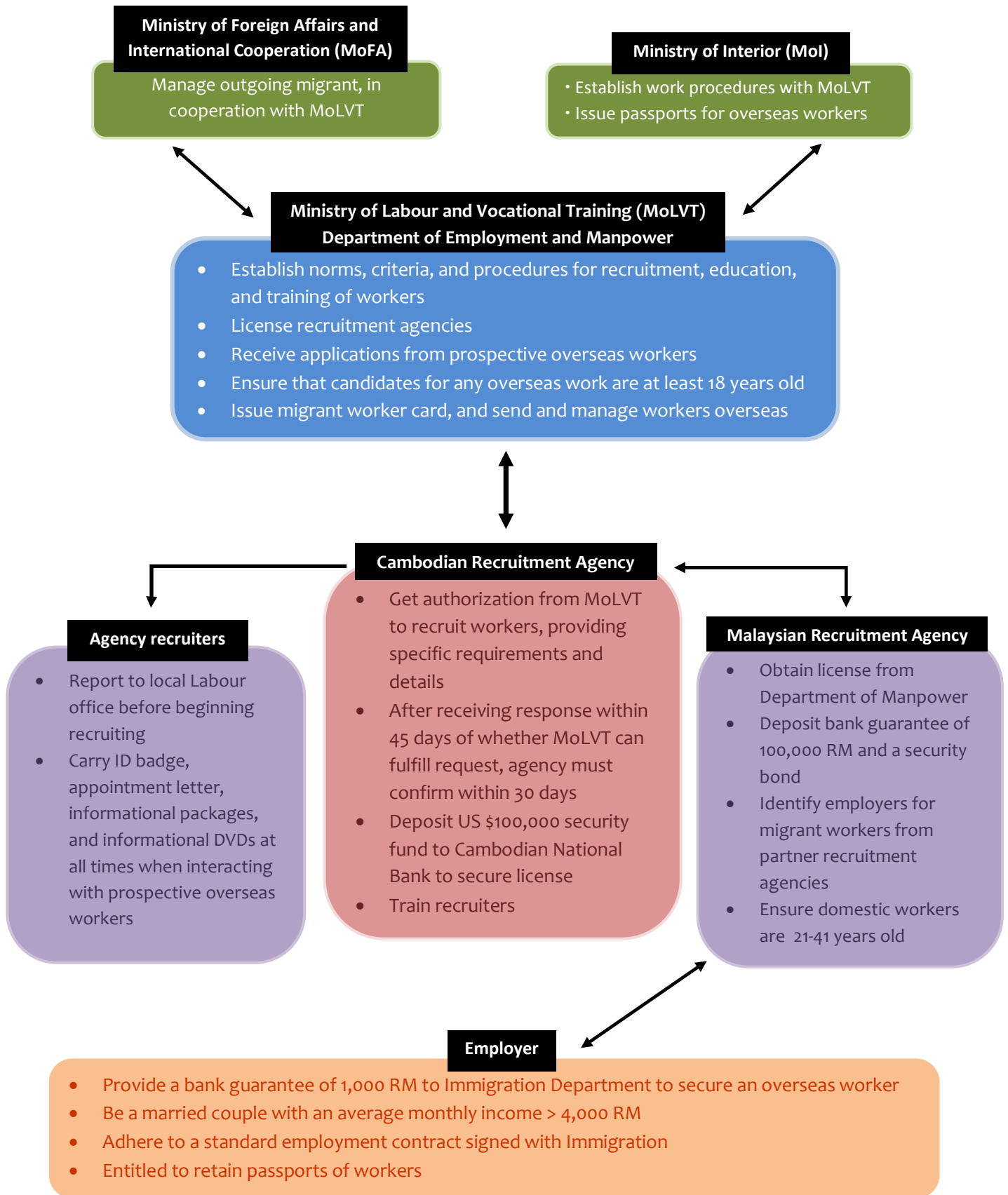


Figure 2.1 | The recruitment agency process between Cambodia and Malaysia.

KEY ACTORS IN THE RECRUITMENT AGENCY PROCESS

Figure 2.1 illustrates the recruitment agency process required to recruit and place a Cambodian woman as a domestic worker in a Malaysian home, with all key actors and their responsibilities noted. The key roles and responsibilities of the actors in Cambodia are dictated primarily by Sub-decree 57, while that of the Malaysian recruitment agency is dictated primarily by the Malaysian Private Employment Agencies Act.

Other relevant actors include:

- **The Association of Cambodian Recruitment Agencies (ACRA)**¹² is an organization registered under Ministry of Labour and Vocational Training, Cambodia whose main objective is to harmonize Cambodian out-migration by coordinating with stakeholders such as governments, private enterprises, unions, international agencies and NGOs to promote safe migration. ACRA is also responsible for coordinating and organizing training courses and study tours for members and association staffs, participating in consultations related to national policies for legal members and determining regulations and policies for non Cambodian recruitment agencies operating in country.
- **Malaysian Association of Foreign Maid Agencies (PAPA)**, representing 45 maid agencies in Malaysia placing primarily Indonesian, Filipina, and Cambodian women as maids in Malaysian homes.
- **Non-governmental organizations (NGOs)** in Cambodia such as LSCW, LICADHO, CARAM and ADHOC, and Tenaganita in Malaysia, advocate for the rights and protection of migrant workers, including Cambodian maids in Malaysia. They also provide assistance and legal support in cases where persons have been trafficked or abused.

¹² The <http://www.acramanpower.org/> website describes ACRA as a professional organization registered under the MoLVT. The objective of ACRA is “building a harmonized Cambodian migration [system] and contributing [to] the development of social economy in Cambodia.”

WHO ARE THE RECRUITMENT AGENCIES?

Currently, 28 recruitment agencies are licensed by the MoLVT to recruit labour. This group includes the MoLVT and 2 NGOs.¹³ The workers in the sample of 77 former maids interviewed for this study enlisted the services of nine main agencies, as illustrated in Figure 2.2 below.

The majority of informants came from Kampong Cham (43) and Battambang (23), provinces where Philimore has a strong presence. A further eight were from Takeo and one each from Kratie, Kandal and Svay Rieng.

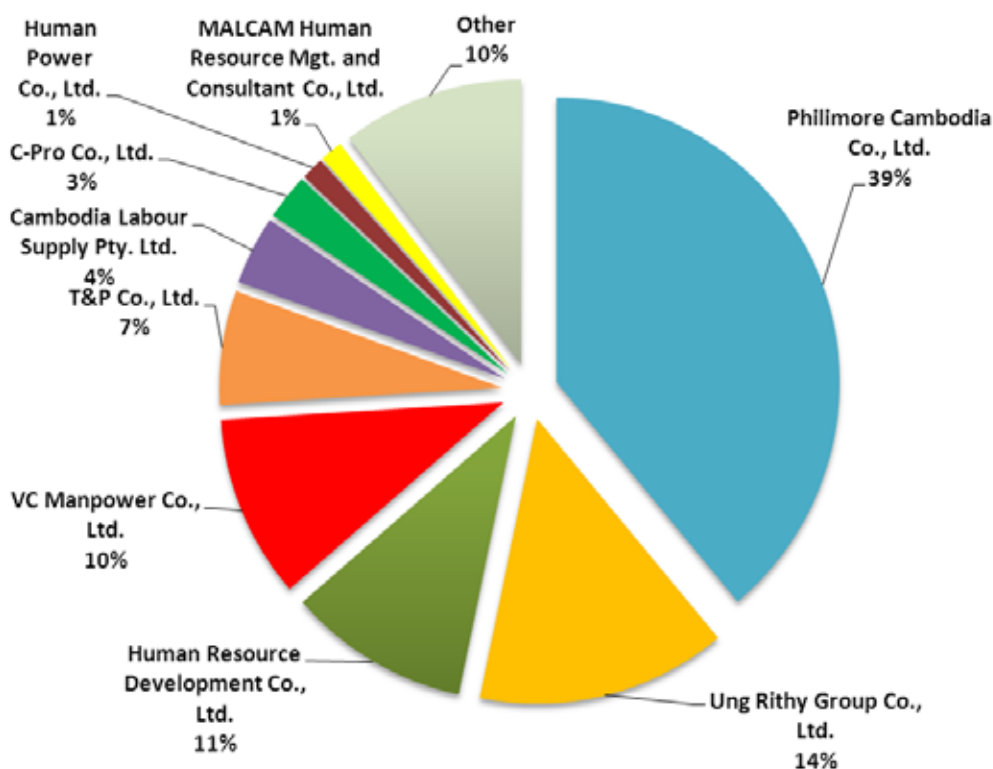


Figure 2.2 | Recruitment agencies used by the 77 Cambodian former maids returned from Malaysia.

¹³ Agencies registered with the MoLVT but not relevant for this report include Mey Yorn Service Co., LTD; Top Manpower Co., LTD; CDM Trading Manpower Co., LTD; Chhun Hong Manpower Co., LTD; STP International Cambodia Public Co., LTD; (Cambodia) Victory Cooperation Co., LTD; PRO CAST (Cambodia) Co., LTD; CECH Co., LTD; NGO ALC Communications; NGO GCHCC; AJC Co., LTD; A.P.T.S.E & C (Cambodia) Resources Co., Ltd; Equine Resources (Cambodia) Co., Ltd.; Job Asia (Cambodia) Ltd; GPGC International Pte Co Ltd; Master Cam Human Resources Co Ltd; Unicorn Manpower Co Ltd; SKMM Investment Group Co Ltd; and Ministry of Labour and Vocational Training. None of the returned workers reported using these agencies.

JOURNEY OF A CAMBODIAN MAID: FROM RECRUITMENT TO RETURN HOME

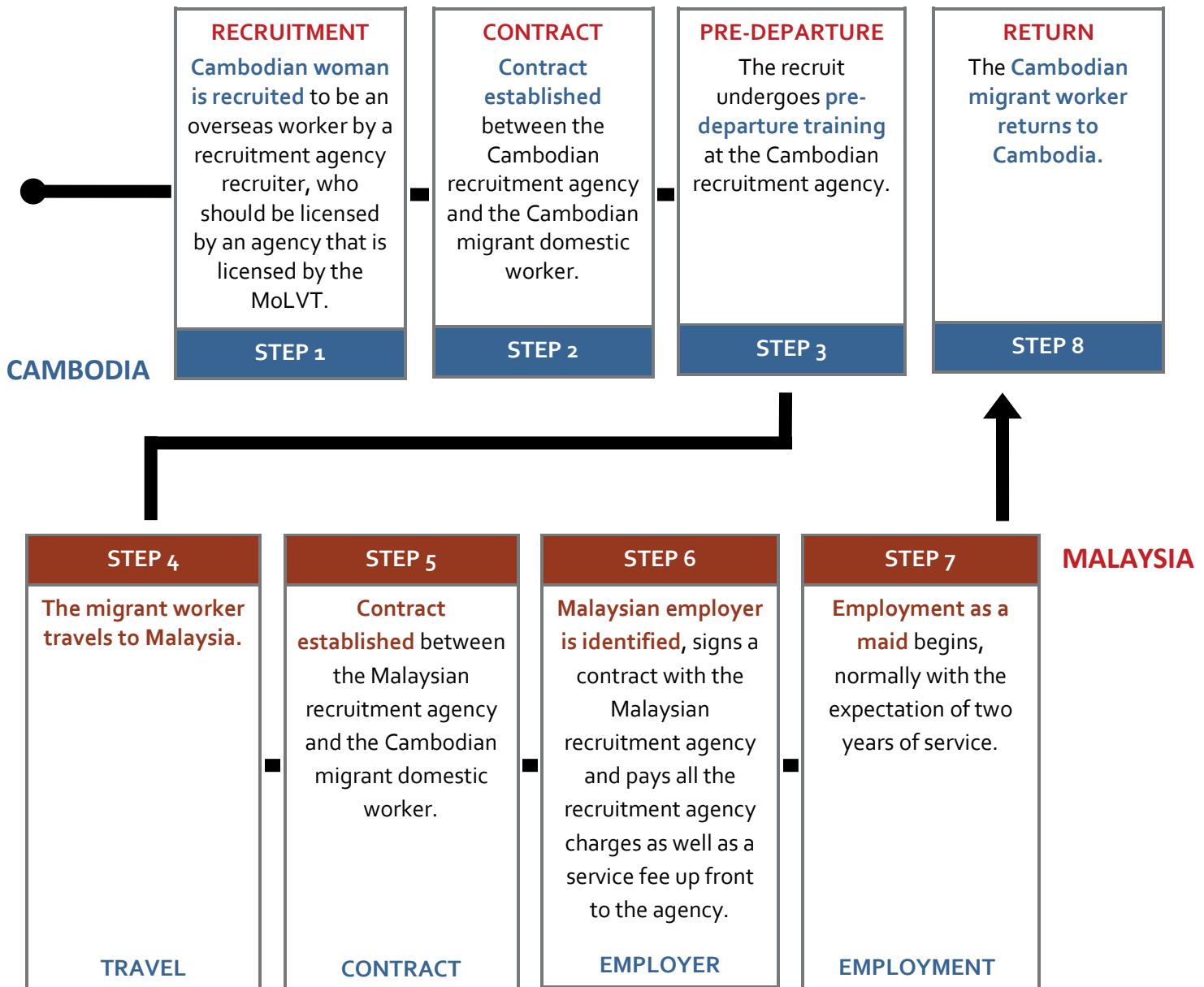


Figure 2.3 | Journey of a Cambodian maid.

1. **Cambodian woman is recruited**, officially by the Ministry of Labour and Vocational Training, following a request from the Cambodian recruitment agency.¹⁴ Recruitment is undertaken the Cambodian recruitment agencies through methods such as advertising through the media (newspapers, television, radio talk shows and information sessions); targeting potential domestic workers at various branch locations established across the country; use of recruiters,¹⁵; word of mouth,¹⁶ and use of untrained subcontractors.¹⁷
2. **Contract established between the Cambodian recruitment agency and the Cambodian migrant domestic worker.**¹⁸ According to Article 13 of Sub-Decree 57, when signing the employment contract the migrant domestic worker is required to provide the Cambodian recruitment agency several pieces of documentation including: 2 copies of a curriculum vitae with a photograph, 2 copies of the justice clearance, 2 copies of a health certificate issued by the department of occupation and health, 2 copies of certificate or other qualifications, if any, and a job application card.¹⁹ The contract signed by the recruitment agency and the migrant domestic worker must be approved by a Cambodian labour inspector.²⁰ The contract must be drawn in two languages, generally Khmer and English.²¹ The worker must pay, in total, between USD \$500-\$1,000 or more to secure her place as a potential trainee and overseas worker, and to cover the costs for travel and documentation (including passport).
3. **The recruit undergoes pre-departure training at the Cambodian recruitment agency**, most often living at the training facility for 3-6 months (average 4.5 months) without pay or stipend. The recruitment agency is required to provide training on work systems, customs and traditions and the basic laws of the country receiving the worker²², though reportedly the majority of the training is on language, housework skills, including ironing, washing clothes and using household equipment. External partners, including NGOs LSCW, CARAM and World Vision are occasionally granted the opportunity to provide training to workers at the recruitment agency training facility on culture, health and labour law.²³
4. **Cambodian migrant worker travels to Malaysia**, where the Cambodian recruitment agency arranges appropriate travel documents and flights to Malaysia, using the funds paid by the migrant worker. The worker is normally picked up at the airport by a representative of either (a) the Cambodian recruitment agency, or (b) a recruitment agency partner in Malaysia.
5. **Contract established between the Malaysian recruitment agency and the Cambodian migrant domestic worker**, where the migrant worker signs a contract with the Malaysian recruitment agency regulating her employment in Malaysia.

¹⁴ As detailed under sub-decree 57.

¹⁵ Recruiters are required to contact the local MoLVT before visiting a village to recruit workers. When recruiting, they are required to take an identification badge, appointment letter, informational package and DVD.

¹⁶ Often from returned domestic workers.

¹⁷ Recruiters are distinguished from unlicensed and untrained subcontractors who are outside the scope of this report. The MoLVT has indicated the practice of using untrained subcontractors is illegal. However, they do not have the manpower or capacity to monitor and investigate this activity..

¹⁸ A contract between the Cambodian recruitment agency and the worker is required under Article 6 of Sub-decree 57.

¹⁹ Article 13 Sub-decree 57.

²⁰ Article 12 Sub-decree 57.

²¹ Article 11 Sub-decree 57. Moreover, the law requires minimal contract inclusions. See Article 9 of Sub decree 57. Article 10 entitles a worker to 1.5 annual leave days for every month worked. Article 11 indicates that the employment contract must not exceed 2 years.

²² Article 14 Sub-decree 57. There is no requirement under the Cambodian law to train the worker on their rights.

²³ A pre-departure training manual is forthcoming. The manual has been developed by the International Organization for Migration (IOM) in collaboration with MoLVT and ACRA.

- 6. Malaysian employer is identified.** The employer signs a contract with the Malaysian recruitment agency relating to the costs and employment of the Cambodian worker, and pays all the recruitment agency charges as well as a service fee up front to the recruitment agency. The employer's bank guarantee goes to the Immigration Department, and a contract must be signed with Immigration. After the employer pays the entire burden of charges upfront upon employment of the migrant worker, the worker is transported to the workplace (the employer's domestic residence).
- 7. Employment as a maid begins.** The worker arrives at the place of employment where their Malaysian employer takes possession of their documents, including passport. With most contracts, the worker is expected to work for two years. The maid's salary is deducted by the employer until monies outlaid for recruitment agency charges or other incurred costs are recovered by the employer. If the contract is completed, it can either be extended for another term, or the worker may be sent back to Cambodia.
- 8. The Cambodian migrant worker returns to Cambodia.** Some return happy with their experience, some are hired by the recruitment agencies to recruit other domestic workers, and some return unhappy with the experience, for a number of possible reasons. Among these unhappy returnees, including those who felt they were cheated or abused, some seek recourse but many do not.



**7 KEY ISSUES FACED BY CAMBODIAN
MAIDS IN THEIR MIGRATION
EXPERIENCE**



ISSUE 1 EXPERIENCES OF MINORS AND DISCREPANCIES IN LEGAL AGE OF RECRUITMENT

KEY FINDING 1 | Only 52% of Cambodian maids were a suitable age for overseas domestic employment in Malaysia under the laws of both Cambodia and Malaysia. Over 20% of respondents were under 18 at the time of pre-departure training, and an additional 25% were between the ages of 18-21. Cambodian Law stipulates that candidates who wish to be considered for overseas work must be 18 years of age, while Malaysian Law requires that foreign domestic workers must be between 21 and 41 years of age. However, under-21 workers did not have significantly worse working or living conditions than over-21 workers, and in fact the younger workers made more money on average.

The discrepancy between the age requirements of sending and receiving states has given rise to both practical and legal problems for the migrants, not least because those who migrate to Malaysia when they are younger than 21 years of age are thought to be more likely to be vulnerable to coercion and abuse.

According to Article 3(2) of Sub-decree 57,

‘Migrant worker candidates’ refer to Khmer citizens in both sexes who age from 18 years old up and have submitted application form to work overseas[...]

In contrast, Malaysian law stipulates that foreign domestic workers be between 21 and 41 years old.

74 out of 77 respondents (80.5%) reported their age, and of these, at the time of recruitment all were aged between 17-39 years old (average = 24). Their age at time of recruitment is shown in **Figure 3.1**, where it can be seen that 21.6% were minors and unsuitable for overseas domestic work under both Cambodian and Malaysian law, and a further 25.7% were unsuitable for overseas work under Malaysian law.

Recruitment agencies, the MoLVT and NGOs have suggested a number of possible reasons

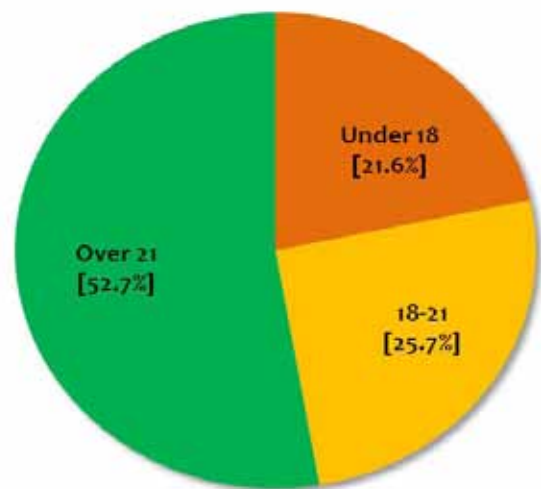


Figure 3.1 | Age at recruitment of the Cambodian maids returned from Malaysia [n=77].

why underage women are being formally recruited including:

- Migrant workers or their parents may be bribing local officials to change the birth details on residency cards or falsifying the cards used to apply for a job with the recruitment agency;
- Migrant workers may be using an older siblings' card to apply for work with the recruitment agency;

- Recruitment agency sub-contractors may be approaching prospective migrant workers and their families, and offering to arrange falsified documentation for them;
- Migrant workers or their families may be enlisting recruitment agency sub-contractors to arrange false documentation; and/or
- Recruitment agencies may be knowingly changing documents to be able to send unsuitably aged workers overseas.

Interviews with returnees suggest that the age of candidates is most likely to be manipulated by their families with the help of local officials or recruitment agencies, including sub-contractors, in order to meet the minimum age criteria of both countries. This finding suggests that deceit is a possible factor in the process of recruitment, and that some recruitment agencies may be knowingly complicit in human trafficking (where these cases lead to exploitation).

According to the MoLVT, the entities responsible for ensuring that the worker is of age are the Ministry of Interior and the recruitment agencies. Recruitment agencies argue that it is often difficult to verify the age of prospective candidates, as there is no way to determine whether the very ‘real’ looking documents presented to them are falsified or real. To counter this predicament, in 2009 the MoLVT established a policy requiring workers to bring their parents to the recruitment agency when making their application, along with a formal letter of consent. Parents must formally attest that their daughter is, indeed, an adult. As this is a recent requirement, it remains unclear as to whether or not it is being implemented by the recruitment agencies.

The experiences of child versus adult domestic workers were compared, in order to understand the different risks and experiences that minors may face. Respondents were asked to rate their working conditions on a scale of 1-5, 1 being very bad and 5 being very good, and the results according to age group are shown in [Figure 3.2](#).

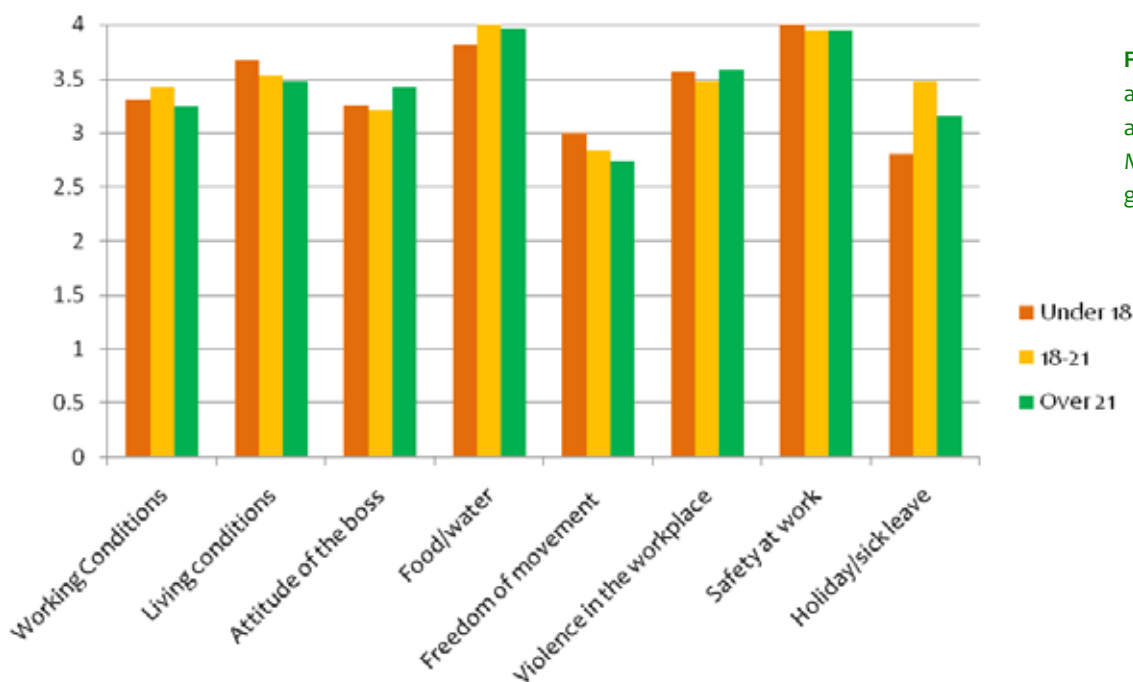


Figure 3.2 | Working and living conditions as a Cambodian maid in Malaysia, by age group.

As seen in [Figure 3.2](#) and confirmed through ANOVA models, there is no significant difference in the self-reported working and

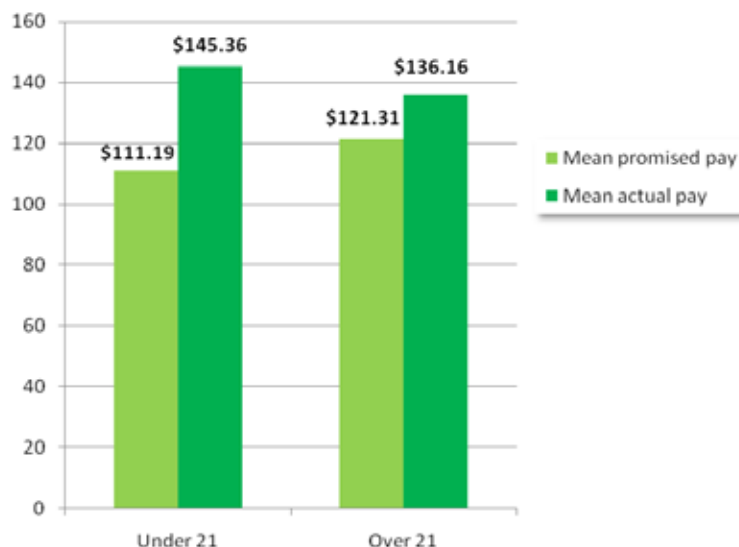
living conditions of child maids versus adult maids, whether regarding the attitude of the boss, level of violence, freedom of movement, or

other measures of labour conditions. Further, averages for most scores fall between 2.5 and 4, with none extremely poor or extremely good.

Examining the financial data of promised salaries versus actual salaries paid, disaggregated into two groups – over 21 versus under 21, to indicate those who were compliant with the laws in both countries and those who were not – as seen in **Figure 3.3**, of the 77

respondents in the sample, the under-21 workers was offered less than the over-21 workers in terms of monthly salary, but the younger workers ended up earning not only more than they were promised, but also more than what the older workers were promised. For all workers on average, the actual monthly pay ended up being higher than that which was promised.

Figure 3.3 | Promised versus actual monthly pay for Cambodian former maids in Malaysia, by age group [n=77].



SHOULD THE LEGAL AGE FOR DOMESTIC WORKERS IN MALAYSIA, INCLUDING CAMBODIAN MAIDS, BE REDUCED FROM 21 TO 18?

Much debate has centred on the call for the age restriction placed on Cambodian domestic workers entering Malaysia to be lowered from 21 to 18. In 2009, an alliance of 45 Malaysian recruitment agencies presented a memorandum to the Government of Malaysia requesting authorities to lower the age of foreign domestic workers, to help ease the pressure on demands for maids in the wake of the moratorium enacted by the Indonesian government prohibiting the export of Indonesian maids²⁴. Human rights advocates have decried such a move, arguing that it may further expose young Cambodian women to abuse and exploitation. However, from the data from this sample of 77 former maids, those under age 21 did not

experience more abuse or violence than those over 21, and in fact they made the same or even more money.

RECOMMENDATION 1

Raise awareness about existing minimum age restrictions and the repercussions of falsifying identity documents, including among potential overseas workers and through the recruitment agencies themselves. Stakeholders may wish to educate community members and parents on their legal liabilities for changing the age of any of their relatives or community members. This may help to deter not only falsification by family members and community leaders, but also it could deter unscrupulous recruiters from taking aggressive measures to enlist young recruits.

²⁴ "Bring down age requirement for maids to 18, Malaysia told." *The Star* 18 February 2011.

ISSUE 2 PRE-DEPARTURE TRAINING

KEY FINDING 2 | 18.2% of workers in the sample endured abusive conditions during pre-departure training, and they did not receive all the training they are entitled to under the law. Cambodian law requires recruitment agencies to train migrant workers on work systems, customs, traditions and the basic laws of the destination country. However, most migrant workers in the sample reported only having received pre-departure training on job skills and language and very limited training on culture and laws. At these trainings, key informants reported having endured abusive conditions. 14 (18.2%) recounted being threatened and 14 (18.2%) disclosed that they were verbally abused by recruitment agency trainers.

Prior to leaving for Malaysia, 74 of 77 respondents (96.2%) received pre-departure training, all of whom reported living at the recruitment agency’s training facility for 3-6 months; the average length of training was 4.5 months.

Recruitment agencies reported that the bulk of training focused on housework skills including clothes laundering, ironing, and use of household equipment. This was confirmed by respondents. In addition, the majority of respondents also noted that they were provided with language training.

Less than half of the women interviewed reported that they received training on culture (40%) and labour law (29%). Such trainings were generally provided by NGOs including LSCW, CARAM and World Vision. Reports

indicate that these trainings were conducted on-site at the recruitment agency training facilities, under close observation by staff.

“Prior to departure, both parties shall be in charge of training workers on the work system, customs and traditions and the basic laws of the country of the Receiver Party.”

- Sub-decree 57 (Article 14)

Despite the lack of training on essential information, 54 of the 77 respondents (70%) reported that were satisfied with the training that they received.

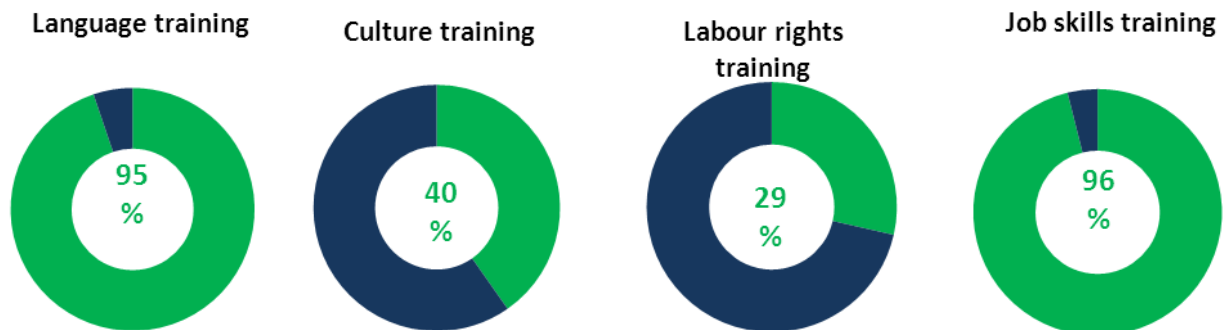


Figure 3.4 | Pre-departure training received by the 77 Cambodian maids returned from Malaysia in the sample.

CONDITIONS AT THE PRE-DEPARTURE TRAINING FACILITY

According to local NGOs, living standards at the training centres are generally low, with unsanitary facilities and cramped space. NGO accounts also indicate that trainees residing at the centre are often prevented from leaving, and given inadequate amounts of food and water. Various newspaper reports have corroborated claims of harsh conditions experienced by women at the training facilities, including verbal and physical abuse and detention of workers.²⁵

Contrary to the these reports and NGO perspectives, the majority of respondents considered the living conditions at the pre-departure training centres reasonably clean and comfortable, noting that sufficient food and water was provided. 67 respondents (87%) indicated they were allowed to leave the training facility, after requesting permission to do so. However, 20% of the migrant domestic workers interviewed did indicate that they were threatened and verbally abused by trainers at the recruitment agency, and one woman reported experiencing physical abuse.

Discrepancies between the perspectives of NGOs and rural migrant workers regarding living conditions and standards may reflect different expectations and experiences regarding sleeping, eating, privacy, and space.

There is currently no framework regulating acceptable qualifications, level of experience or conduct of recruitment agency trainers. ACRA has reported that most trainers are only skilled in English language instruction and are encouraged to use the old system of coaching, which includes punishment as a teaching mechanism.

RECOMMENDATION 2

Support the development of core standards to regulate pre-departure training, including:

1. Recruitment of trainers
2. Standardizing the level of qualifications for trainers
3. Standardizing training content and training approaches used by trainers
4. Prohibiting the use of punishment, threats, and abusive language by trainers
5. Providing sanctions for trainers who breach established standards

²⁵ Expansion of labour firm OK'd after raid, Thursday 15 July 2010.

ISSUE 3 CONTRACTS

KEY FINDING 3 | Cambodian recruitment agency contracts rarely meet the minimal requirements of Cambodian law. 14 out of 77 migrant workers (18.1%) interviewed stated that they did not understand the contract or the consequences of breaking their contract. Of the workers who confirmed they comprehended the terms of their contract, the majority (43 respondents or 55.8%) demonstrated that in fact, they only understood the contract's duration. 10 respondents (13%) reported that they were not provided any information about their contractual provisions whatsoever.

TYPES OF CONTRACT

By law, Cambodian domestic workers are required to be party to three separate contracts, including:

- a) with a recruitment agency in Cambodia
- b) with a recruitment agency in Malaysia
- c) with the employer

Of the 77 women surveyed, 74 (96.1%) reported that they were bound by a contract with a recruitment agency in Cambodia. Of these 74, 32 (41.6%) reported being party to a contract in

Cambodia only, while 44 (57.1%) indicated they were had a contract with a recruitment agency in Malaysia as well. 2 respondents (2.6%) were party to a contract in Malaysia only.

Overall, a total of 42 women (54.5%) reported having a contract in both Cambodia and Malaysia. Only 1 person from the 77 women sampled reported that she did not sign any contract whatsoever.

WHAT SHOULD THE CURRENT CAMBODIAN RECRUITMENT AGENCY CONTRACTS CONTAIN ACCORDING TO LAW, AND WHAT DO THEY CONTAIN IN REALITY?

There is currently no standard contract for the recruitment of domestic workers.²⁶ In lieu of a standard format, under Article 9 of Sub-decree 57 Cambodian recruitment agencies are required to include the following 12 provisions in each contract, at minimum:

1. Name and address of each party
2. Start and termination date of work

3. Location and nature of work
4. Skills of labourer
5. Salary and remuneration²⁷
6. Portion of salary and remuneration to be sent to the worker's family
7. Working hours, weekends and annual holidays
8. Lodging, accommodation, food, clothing and medical care

²⁶ The MoLVT, ACRA and LSCW indicated that a minimum standard contract between the Cambodian recruitment agency and the worker is nearing final approval from the MoLVT.

²⁷ It is noteworthy that salary and remuneration must be included in the contract between the Cambodian recruitment agency and the worker. This may indicate that the Cambodian recruitment agency is responsible for wage negotiation and payment, and thus could be held liable for non-payment.

9. Insurance premium for each labourer
10. Mode of delivery of workers to and from the work location
11. Expenses of transport of labour to and from
12. Provisions for repatriating the workers prior to the normal termination of the employment contract

In reality, however, contracts between the Cambodian recruitment agencies and the domestic worker are often vague and do not include all of these provisions.²⁸ Of the sample contracts analyzed in this study, none satisfied the list of required minimum inclusions as stipulated under Article 9 of Sub-decree 57. Moreover, while the rights of the recruitment agencies were clearly delineated, no mention was made of the recruitment agency's obligations *vis a vis* the domestic worker.

This was the reverse for migrant workers: each contract clearly outlined migrant's obligations, with little or no mention of their entitlements and rights. In other words, contracts did not outline the services that workers should expect following their payment of the recruitment agency fees. Contracts also did not feature remedies for the worker, in the event that services were not provided by the recruitment agency, or were not provided to a suitable standard.

Instead, the substantive terms of contracts focus almost entirely on various aspects of the burden of debt incurred by the migrant worker, including:

- The amount of money owed,
- The obligation of the domestic worker to repay the agency for debts incurred,
- The terms of how the money is to be repaid to the agency,
- Liability of a guarantor, and
- Liability of the migrant and/or their guarantor to reimburse the recruitment agency for all charges in the event of breach or non-fulfilment of contract by the migrant.

²⁸ The contracts analyzed are contracts from three of the most used recruitment agencies of the 77 workers interviewed.

INFORMATION PROVIDED TO MIGRANTS REGARDING THEIR CONTRACT, AND THEIR UNDERSTANDING OF THE CONTRACT

A common problem reported by respondents was that they were provided insufficient information about their contractual obligations, or, having been provided such information, did not understand the terms.

The lack of understanding on the part of the migrants was likely due in large part to language barriers. Under Article 11 of Sub-decree 57 the contract is required to be executed in two languages, generally in Khmer or English²⁹. Although the recruitment agencies interviewed indicated that they provided a copy of the contract to the worker it was reported that in many cases, the worker and their family were illiterate, and as a consequence did not comprehend the terms of agreement. Recruitment agencies reported that they attempt to explain the key contractual obligations to the migrant worker verbally in a language they can understand and remember; however, they have often encountered difficulties conveying the complexity of the contract requirements, the binding nature of the contract and the workers obligations. Similarly, NGOs also report having difficulties conveying contractual obligations to migrant workers in a manner they could clearly understand.

Table 3.1 shows the information received from respondents from their recruitment agency on key issues regarding their contract. In summary, it illustrates that while nearly all workers (93.5%) received information on the nature of work they could expect, only just over half (57.1%) were told where they would work or who their employer would be, and less than half (44.2%) were explained the risks and dangers of the job, and what to do in the event of a problem. Of the most fundamental terms of the contract – contract length and consequences for non-completion of contract – only 55.8% of respondents understood that their contract was for two years, and only 22.1% understood that they would not be paid at all if they did not complete their contract.

13% of respondents reported they were not provided any information whatsoever and were simply required to sign documents that were presented to them. Of the 74 migrant interviewees who indicated that they were bound by contracts, 14 (18.1%) said they did not understand the contract or the consequences of breaking the contract.

Table 3.1 | Information received by workers from Cambodian recruitment agencies regarding their contract

Nature of work	93.5%
Length of contract	55.8%
Consequences of not completing contract	22.1%
Place of work and employer	57.1%
Wages	79.2%
Method of payment for wages	55.8%
Overtime policy and payment	15.6%
Number of working hours	42.9%
Living conditions	53.2%
Risks and dangers	44.2%
Termination of employment	57.1%
Rights according to law	59.7%
Return to home country	67.5%

Of the 60 workers (81.5%) who indicated they understood their contractual obligations, only

- 43 were informed that their contract spanned two years
- 13 were informed that their salary would be deducted if they broke or stole any household item
- 17 were informed that they would not be paid if they did not complete their contract
- 6 were informed that they would not get paid if they ran away
- 5 were informed that their salary would be deducted if they changed employer.

Less than one-fifth of respondents (11) were advised of actions that they should take in case of illness, and only 5 of the 74 migrants who

²⁹ According to Sub-decree 57 the recruitment contracts may also be drawn up in French.

purported to understand their contracts were explained the procedure for lodging complaints.

None of the 60 respondents who claimed to have understood their contractual obligations conveyed that they understood they were liable to repay the recruitment agency charges in the event of non completion of the contract, a central substantive condition included in all three of the Cambodian recruitment agency contracts analysed.

Overall, respondents' understanding of critical aspects of their contract was considerably

limited. By and large, workers were unaware of or simply did not understand their key obligation under the contract.

The fact that many informants lacked a clear understanding of their liabilities suggests the need for recruitment agencies to explain such obligation in plain and precise terms to each and every individual recruited. This may help to reduce confusion about the amount of debt workers owe the recruitment agency, how this debt must be repaid, and the consequences of breaking the contract by which they are bound.

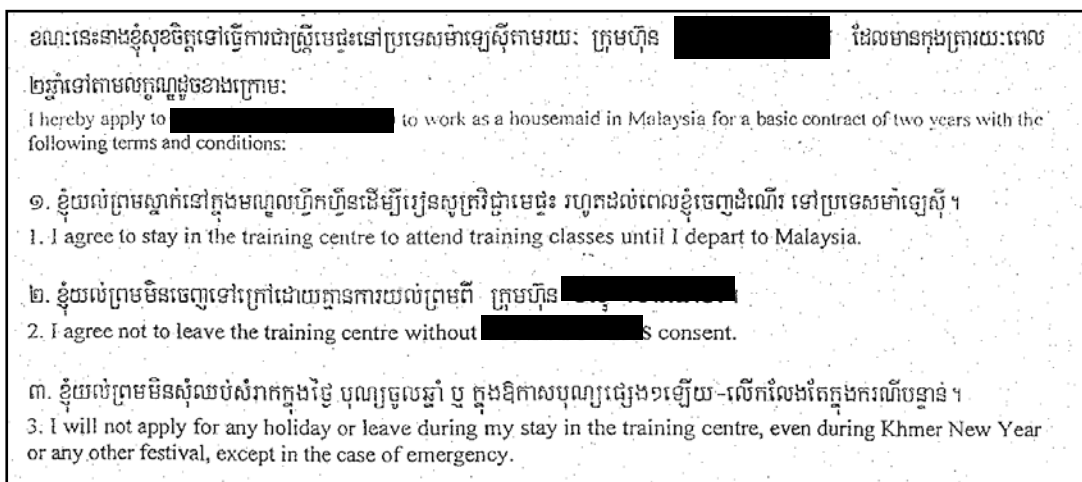


Figure 3.5 | Excerpt from a sample Cambodian recruitment agency contract.

THE MALAYSIAN CONTRACT

There is no standard contract between the recruitment agency in Malaysia, the employer, and the migrant domestic worker.

Of the 77 interviewees, only 44 (57.1%) reported that they had a contract in Malaysia.

Although domestic workers are recognised and defined under the primary law relating to employment in Malaysia Employment Act 1955, they are exempt from essential clauses including those that govern termination of contract, minimum working days per month, rest days, hours of work, holidays, annual leave, sick leave, lay off and retirement.³⁰

It is crucial for migrant workers to seek contracts with both the recruitment agency and employer in Malaysia, given that the contract drawn between the migrant domestic worker and the Cambodian recruitment agency pertains only to those two parties, and that clauses within the Cambodian contract are not necessarily enforceable in Malaysia. Further, contracts executable in Malaysia may contain clauses that may serve to protect the worker more substantially above that required by Malaysian labour laws, an important aspect given the exemptions in the law relating to domestic workers.

³⁰ See the Legal Snapshot section for further discussion of Malaysia's laws including exclusion from clauses under the Employment Act 1955 relating to fair termination of contract,

minimum number of working days per month, maternity provisions, rest days, hours of work, holidays and other conditions of service (including annual leave and sick leave), lay off and retirement.

THE CONTRACT BETWEEN THE WORKER, THE MALAYSIAN RECRUITMENT AGENCY AND THE MALAYSIAN EMPLOYER

The Malaysian recruitment agency contract reviewed in this study constitutes a binding legal agreement between three parties: the Malaysian recruitment agency, the Malaysian employer, and the Cambodian migrant domestic worker.³¹ The contract was drafted in English and was significantly more comprehensive than the Cambodian recruitment agency contracts.

Many of the clauses contained in the Malaysian contract related to the relationship between the Malaysian recruitment agency and the employer, specifically, fees the employer is liable to pay, and the obligations of the employer to the recruitment agency. Some of the contractual clauses provide protection for the domestic worker in relation to salary and salary payment. However, others are severely restrictive and prohibit the maid from:

- Sleeping in the afternoon
- Leaving the house for any reason
- Using the phone
- Watching TV
- Inviting friends over
- Buying a mobile phone or camera
- Wearing makeup or lipstick

Domestic workers are required to work from 6.00 am until 10.00 pm, a total of 16 hours per day. During the time period of this workday, they are not permitted to rest. The clauses relating to working hours can actually be interpreted to entail that domestic labourers be required to work for up to 24 hours a day: clause 8(a) states that the “maid is required to wake up at 6.00 am every morning to start her work *or at any time as instructed*” while clause 8(c) indicates that the “maid is allowed to go to bed at 10.00 pm after dinner *and after she has done all her ironing.*” Effectively, the employer can request the maid to begin work at any time and not permit her to rest until all chores are completed.

Some of the key clauses in the contract provide essential protections for the domestic worker including a minimum monthly salary of 600 Malaysian Ringgit (approx 188 USD). The domestic worker is required to be paid from the day of arrival in Malaysia. Accordingly, the contract indicates that the salary belongs to the domestic worker, and that the employer must open a savings account in the maid’s name only. At the end of the contract, the remaining salary is to be paid in full to the maid. However, a number of other clauses in the contract seem to indicate that the salary is to be paid to the recruitment agency, which in turn will either provide the salary directly to the maid or to her family. This contract prohibits any deduction or reimbursement from the maid’s salary, and any deduction is deemed null and void unless first approved by the agency. Deductions for accidental damage of any part of the employer’s property by the maid or for her daily sanitary needs including soap, toothbrush, toothpaste, and feminine products are prohibited. If the employer decides to send the maid home for *any reason*, the employer is responsible to pay the maid and purchase her air ticket for return to Cambodia.

The contract also provides the agency with the right to withdraw the domestic worker in cases of abuse, and place restrictions on the abusive employer from gaining further services. A number of clauses indicate that a replacement maid will not be permitted where a worker has been abused, ill-treated, harassed physically or mentally, verbally or sexually violated, manhandled, threatened, forced to massage a person of the opposite sex, forced to perform any duties other than maid duties, or forced to work in a place other than the employer’s home. If the maid must return home because of abuse, the contract requires the employer to pay her salary of 24 months in full plus all of her return expenses.

The contract makes it clear that if the agreement is breached (by either party), the maid will be withdrawn from the employer’s

³¹ See Appendix for this contract.

household. If the maid is arrested and deported, all salary that is due to her for the length of her

employment is required to be paid by the employer.

RECOMMENDATION 3 | STANDARDIZE DOMESTIC WORKER CONTRACTS IN CAMBODIA AND MALAYSIA

It would be beneficial for all parties involved in the recruitment process – including the workers, the employers, the agencies, and the relevant government ministries – for the relationship and obligations between these parties to be clarified in established contracts. Clarifying which party is responsible for each obligation would allow for appropriate legal relationships to be formed through the contracts, and the development of a standard contract is recommended. Each contract would govern the rights and obligations of each party to the other, and the standard contract for use in Malaysia could be included as an appendix to the Memorandum of Understanding between Malaysia and Cambodia on the employment of migrant domestic workers.

The standard domestic worker contract should provide, at minimum, those items excluded under Malaysian law including termination of contract, minimum working days per month, rest days, working hours, holidays, annual leave, sick leave, lay off, and retirement. 20 clauses recommended to help to further protect the migrant domestic worker include the following, and the recruitment agency should fully inform the migrant domestic worker of all of these rights and obligations of all parties prior to signing the contract:

1. The rights and obligations of the worker, the recruitment agency, and the employer
2. The right to terminate the contract
3. Contract extension provisions
4. Termination prior to the end of the contract period
5. Rights and methods to change employers (without charge or need to reapply for visa)
6. Protections for maids who suffer abuse from employers
7. Working conditions at the place of employment
8. Scope and limit of a maid's duties
9. Minimum wage
10. Right to receive payment
11. Method of payment
12. Prohibition of deductions – or, deductions allowed to be made to the worker's salary
13. How deductions are to be made
14. Method for sending salary and remuneration to the worker's family
15. Maximum working hours
16. Overtime and overtime payment
17. Training to be provided by the recruitment agency
18. Liability for costs
19. Provisions for repatriation in all circumstances
20. Complaints mechanism and clear method of resolving disputes

The recruitment agency should be able to prove that the level of information provided was sufficient for an adult of sound mind to understand their obligations. Following this, it is recommended that a standard pre-contract agreement contain a clause providing the possibility for the migrant domestic to request the recruitment agency contract be void, where there is proof that they were not made fully aware of their contractual obligations by the recruitment agency. The agency would also benefit from this, as people not fully committed to completing the training and working in Malaysia would be less likely to sign the contract; this in turn would reduce the agency's financial losses from outlaying charges for Cambodians who later decide not to depart to Malaysia or complete their work.

ISSUE 4 CHARGES AND FEES

KEY FINDING 4 | There are no policies standardizing or regulating recruitment agency charges and fees. The total amount (including charges and fees) payable to the recruitment agencies ranged between \$2,000 and \$2,676 per maid. The Cambodian migrant workers in the sample had to pay the recruitment agencies between \$810 and \$1,200 USD, while fees charged by agencies to Malaysian employers range between \$1,190 and \$1,529. However, the maids were seen as liable for these fees paid by their employers. The maids in this sample ended up having to work 4.5 to 12 months with no pay, the employer taking deductions from their salaries until the debt was paid.

The recruitment agency levies both a charge and a fee for the services they provide. For the purposes of this report, the **charge** denotes the sum that the Cambodian recruitment agency outlays for the migrant domestic worker in preparation for employment in Malaysia, and the **fee** is the service rate that the Malaysian employer must pay the recruitment agency.

Upon signing a contract with the Cambodian recruitment agency, the 77 maids in this sample had to pay between \$810 and \$1,200 USD to cover the cost of their training and deployment. The mean charge of \$1,005 per maid is significantly greater than the figures cited by ACRA in July 2010, which stated that the average cost that the recruitment agency must initially outlay is \$680. It is also substantially higher than NGO reports that have approximated the cost to be around \$520.³²

In some instances, sub-contractors are hired to by recruitment agencies to identify possible recruits. These sub-recruiters are often paid a high fee, which is then deducted from the worker's salary. ACRA has described sub-contractors as being responsible for heightening the expectation of prospective migrant domestic workers when they initiate discuss work opportunities and pay overseas.

The contract established between the recruitment agency and the domestic worker is generally supplemented by a loan guarantee, signed by the worker's family, who is often required to place their land and/or property as collateral. If the migrant domestic worker breaks the contract, they and their families are liable to repay the charges in full, and if the worker and/or her family is unable to make the repayment, the recruitment agency may take ownership of the property. For most Cambodian migrant workers, the penalty for not fulfilling the contract is prohibitive.

In parallel, the Malaysian employer is required to pay an upfront fee of between \$1,190 - \$1,529 to the Malaysian recruitment agency for securing a domestic worker. Once the charges are paid by the employer to the recruitment agency, the employer has no right to obtain a refund or reimbursement, even if the recruitment agency does not deliver the maid. The payment of this fee may act as a disincentive for the recruitment agency to assist the migrant domestic worker once they are at the place of employment, as they may not want to damage their reputation in the eyes of other prospective employers.

Although contractually the migrant domestic worker is liable for the charge, in reality, the total costs (charge and fee) are borne by the Malaysian employer upfront, on employment of the maid. According to interviews with Cambodian recruitment agencies and ACRA, this is often due to the fact that prospective

³² Migrants often go into further debt by accepting additional loans from the recruitment agency. Of the 77 workers, 42 (53.2%) obtained loans. The average loan was \$163 USD (range \$5-\$360). Nothing in the Cambodian laws regulate loans between recruitment agencies and migrant domestic workers.

domestic workers have little resources available to pay for the recruitment agency charges. The charge is then docked from the maid's salary to reimburse the employer; the duration of deductions lasting between 4.5-12 months. During this time, the migrant domestic worker may labour entirely without pay. The total cost, including fee and charges, incurred during the recruitment process outlaid by the employer range between \$2,000 and \$2,676.

There are no stipulations in Cambodian law or policy which serve to regulate the services for which maids must pay the recruitment agency, standardize rates that may be charged for each individual service, or set a ceiling on the amount that recruitment agencies may charge in total. As such, recruitment agencies are free to set the rate of charge as they see fit. One of the contracts analysed for this report specified the amount required to be repaid by the worker as ranging between \$70 – for those who undertook only one week of pre-departure training – up to \$2,000 for workers who had departed to Malaysia but decided not to commence work.³³

According to the contracts analysed in this report, common charges billed to maids include those for document registration, working license, medical examination and certificate, passport, work permit and visa documents in Malaysia, air ticket and airport tax, accommodation, food, and pre-departure training. Many of the workers interviewed indicated that the recruitment agency did not specify the cost breakdown for each individual service.³⁴

Recruitment agencies move to identify a Malaysian employer as quickly as possible to ensure domestic workers are able to commence work immediately, particularly given the incentive that the entire cost of the recruitment process would be paid upfront by the Malaysian employer. The rush to find prospective employers is potentially detrimental to the migrant domestic worker, as not only does it limit their ability to exit the contract if the

terms are not satisfactory, it also often entails that the recruitment agency does not rigorously assess the suitability of the employer, working conditions and environment.

RECOMMENDATION 4

It is recommended to prohibit the payment of fees to sub-contractors for the recruitment of workers, and then deducting the maid's salary to repay sub-contractors. Sub-contracted recruiters should be employed instead as staff members of the recruitment agency, with an employment contract, monthly salary, and per diem. It is also recommended that all recruiters be trained by the recruitment agency, ACRA, and the MoLVT.

RECOMMENDATION 5

Recruitment agencies are encouraged to be transparent about the obligation of the Malaysian employer to have to pay, up front, the charges accrued as debt by the worker, and the recruitment agency service fee. Once the employer has paid this sum, including the charges accrued as debt by the worker, the Cambodian maid should no longer be contractually bound to repay the recruitment agency for the debts. The contractual obligation should be between the employer and the maid.

³³ See Appendix for further information.

³⁴ See Appendix for a breakdown of costs as specified in the second Cambodian contract.

ISSUE 5 DOMESTIC WORKER SALARY, DEDUCTIONS & PAYMENT

KEY FINDING 5 | 68 workers (88.3%) reported that deductions were made from their salary, and nearly 1/3 of those (20 of 68) reported feeling cheated due to such deductions. 17 (22.1%) respondents felt they were exploited; while these maids did not actually get paid less than non-exploited maids on average, they found the high discrepancy between the salary promised by the recruiter and agency, compared to the actual salary exploitative. Those who completed the full two years of work under the contract were more likely to get paid the salary promised by the recruitment agency; however, of the 74% of maids who reported being paid but with delays, 61% of those actually had their entire salary withheld throughout the duration of the contract and were only paid upon completion of the contract, which is in violation of Malaysian law.

SALARY

Monthly salaries differed among the various recruitment agencies, ranging between \$98-219 USD. Monthly salaries written into the contracts surveyed ranged between \$98-188³⁵ per month, with the mean monthly salary offered by agencies being \$157.75. Cambodian agencies reported that actual salaries ranged between \$185-219 per month, with variation in salaries being due to factors such as the migrant’s background, experience, ability, and language skills. However, the maids reported promised monthly salaries that averaged \$148 (range \$117-310), and the actual salary they received averaged \$140 (range \$65-310, excluding 4 maids who were never paid).

As seen in Figure 3.5, nearly all of the maids interviewed (95%) were eventually paid for their labour. Most workers were paid for their two years of work on completion of their contract, though of the 74% paid with delays, 61% of those had all their wages withheld for two years, until contract completion. Only 4 (5.2%) reported that they were never paid; none of these maids had completed her contract.

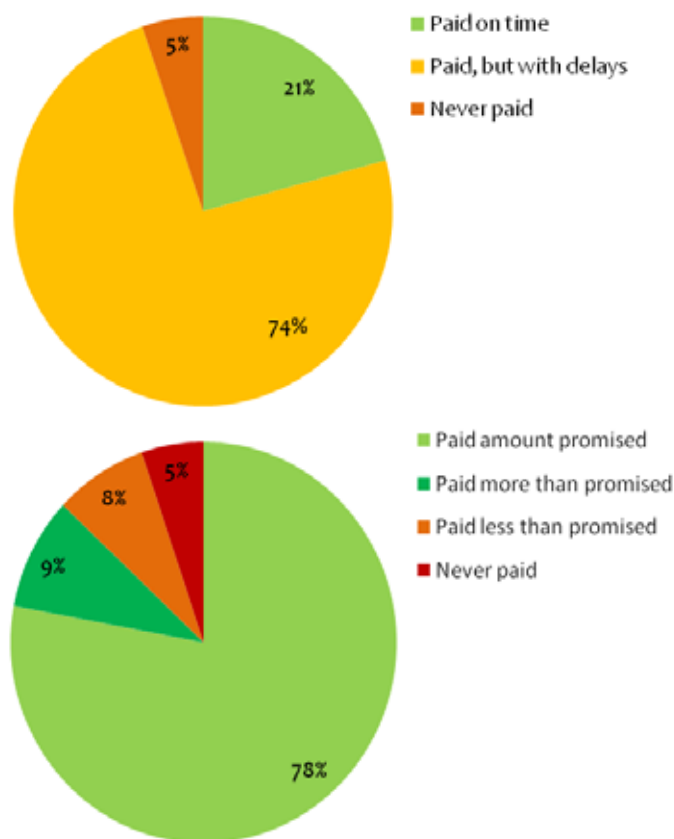


Figure 3.6 | Timing and amount of payment for Cambodian former maids in Malaysia [n=77].

³⁵ 600 Malaysian Ringgit. Note that all figures in the Malaysian contract are in Malaysian Ringgit. Conversions were made into USD using www.xe.com on July 14 2010.

The majority were actually paid what was promised, with some even receiving more than initially pledged. 60 out of 77 women (77.9%) were paid the same amount they were promised and 7 (9.1%) were actually paid more than what was advised. Only 9 (11.7%) were paid less than they were promised, with 4 of those not being paid at all. These figures demonstrate that despite the hefty fees, charges and unforeseen deductions levied against migrant workers, for the most part recruitment agencies and employers delivered on their salary promise.

Interestingly, when comparing the promised versus actual salaries of maids according to whether they had any issues with exploitation, as illustrated in Figure 3.6, an interesting pattern emerges whereby the overall actual monthly pay of maids – whether they faced no problems, or were exploited or trafficked – is nearly the same on average. In fact, those who were trafficked actually got paid more on average – \$153.36 per month – than the others.

Differences lie, however, in the promised salaries for maids, whereby for those maids who perceived themselves as having no problems, there were very little discrepancies: what they were promised, on average (\$143.27 per month)

was very similar to what they actually received (\$140.82 per month). For maids who felt they were cheated but not exploited, the discrepancy between what they were promised and what they actually received is larger. For women who were exploited (n=17, or 22.1% of the total sample) and, among them, the sub-set who were likely trafficked (n=11, or 14.3% of the total sample), the discrepancy is even larger whereby the salary promised by recruiters and recruitment agencies is, on average, \$20-30 higher than what was actually paid. Thus, these maids may have felt cheated out of nearly 20% of the salary they expected to earn in Malaysia, though in actuality they earned more on average than those maids who did not have any problems. Expectations regarding salary and fair pay may have influenced the perception of the labour exploited maids, their overall satisfaction with their experience in Malaysia and with the recruitment agencies, and their sense of having been cheated.

It is important to note that these discussions of labour exploitation do not yet take into consideration workplace conditions and treatment by the employer, which will be explored later in this chapter.

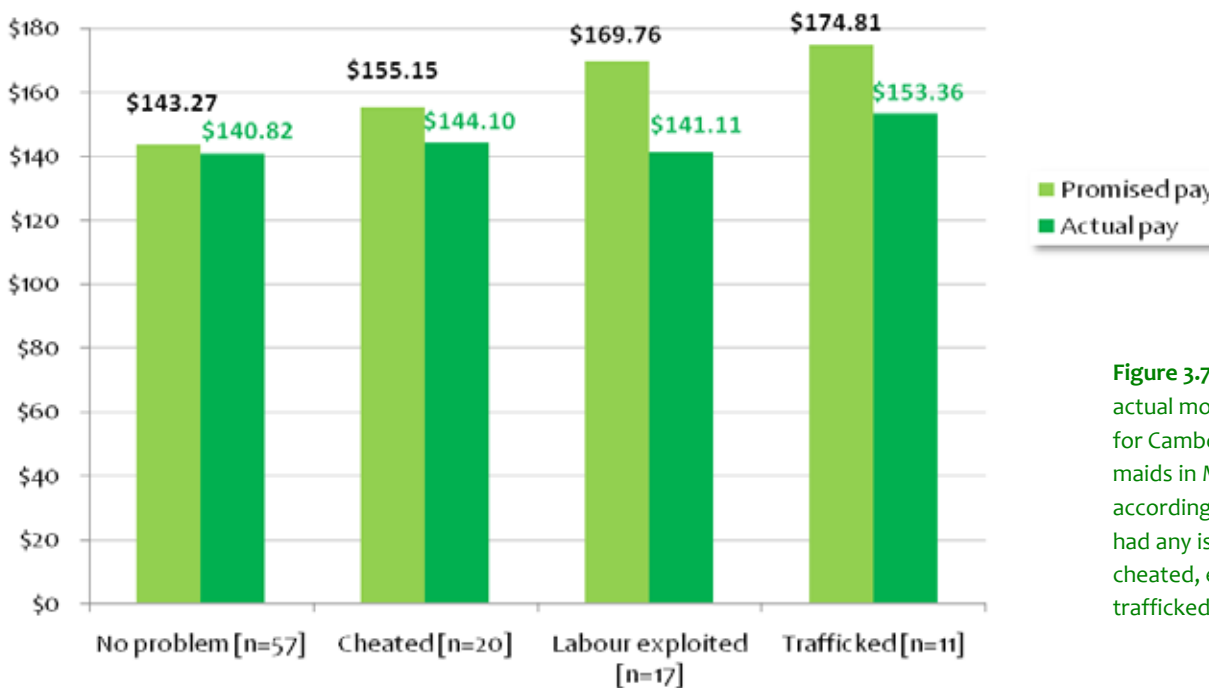


Figure 3.7 | Promised versus actual monthly salary (USD) for Cambodian former maids in Malaysia [n=77], according to whether they had any issues with being cheated, exploited, or trafficked.

DEDUCTIONS

73 of the 77 former maids in the sample (95%) had deductions made from their salary; only 4 (5%) had none whatsoever. 68 of the 73 who had deductions indicated that some pay was deducted, 5 reported that their entire pay was withheld.

Aside from deductions for the initial recruitment agency charges incurred in Cambodia (experienced by 79.2% of the maids in the sample), workers reported a number of additional deductions that were added to their schedule of debt once in Malaysia, either by their recruitment agency or the employer.

Cambodian maid wages were docked for:

- housing (24.7%)
- food (28.6%)
- utilities (19.5%)
- medical insurance (3.9%)

- medical expenses (7.8%)
- penalties (14.3%)
- other incidental charges (20.8%)

Still, the vast majority of deductions were to cover recruitment and broker fees: 61(79.2%) workers had deductions made for the broker's fee or debts incurred to the broker; and less than 1/3 of workers (28.6%) were docked for the remaining items on the list.

Amongst workers, the most common reason for feeling cheated was caused by additional fees levied by the recruitment agency and/or docking of wages by the employer. Although, the majority of workers interviewed were advised that charges or deductions would be incurred, in practice, the recruitment agency and/or employer subtracted a greater sum than was initially indicated.

DEDUCTIONS BY THE EMPLOYER AND BY THE RECRUITMENT AGENCY

Of the 16 workers who felt cheated because of reduced payment, 3 (25%) felt cheated by the employer. The 3 primary reasons for feeling cheated by the employer included:

- Employer not paying the full salary to the worker
- Employer making salary deductions including for damaged materials within the household
- Having to work overtime

13 out of the 16 people who felt cheated believed they were cheated by the recruitment agency. The main reason respondents gave for feeling cheated by the recruitment agency was that recruitment agencies deducted more from the salary than was initially agreed.

“The agency told me they will cut 4 months but in fact they cut 7 months for their service.”

- A worker recruited in 2007 at age 17.

“The agency told me that if I didn't complete my contract the agency will cut half my money, but they cut more than half my money.”

- A worker recruited in 2008 at age 21.

“They say that they will cut 4 months for services but the agency cut 6 months and then the company didn't give some money before I leave Cambodia to Malaysia.”

- A worker recruited in 2007 at age 25.

“The agency company said they will cut 6 months but when we worked in Malaysia they cut 2 months more.”

- A worker recruited in 2008 at age 25.

Other reasons for feeling cheated by the recruitment agency included:

- Failure of the recruitment agency to provide information on all possible deductions, particularly for items such as airfares and passport

“They bought air ticket, they didn’t tell us about the price and then they cut our money without saying anything.”

- A worker recruited in 2004 at age 22.

“They cut my salary off for air ticket and passport.”

- A worker recruited in 2005 at age 20.

- Failure of the recruitment agency to make full payment to the worker

“The agency didn’t give me 800 dollars that my workplace sent to me.”

- A worker recruited in 2005 at age 21.

- Deduction of salary to change employer

“Because they always cut our salary when we want to change boss; for example if we change one boss, they will cut one month, to second boss they will cut 2 months as well.”

- A worker recruited in 2007 at age 17.

“I just changed boss, they reduced the salary for 2 months and we have no right to complain.”

- A worker recruited in 2007 at age 21.

- The recruitment agency providing false advice regarding salary amount

“The company told me that my salary would be 130 dollars but in fact when I worked in Malaysia I got just 100 dollars per month.”

- A worker recruited in 2006 at age 22.

- The recruitment agency promising financial assistance to the worker and not providing it

“The agency promised that when I left Cambodia they will give 140 dollars, in fact they did not give it to me.”

- A worker recruited in 2007 at age 23.

Predominantly, workers felt cheated because they were paid less than what they were promised due to deductions made by the recruitment agency and/or employer which they did not originally agree to or were not made aware of.

Cambodian recruitment agencies interviewed reported to have advised migrant domestic workers that once they arrived in Malaysia, all their food and housing would be arranged and paid for by the Malaysian employer and no deductions would be made from the worker’s salary. This is in line with Malaysian employment law which specifies that deductions for accommodation, services, food and meals provided by the employer to the employee are unlawful, unless it is for the benefit of the employee.³⁶ As such, migrants who had their pay unlawfully docked for food, housing and utilities were more likely to indicate that they felt cheated and exploited than if they had not been charged for these items.

Some recruitment agencies have argued that because workers are fully provided for by the employer, it is acceptable to deduct the whole salary for up to 6 months or not pay the domestic worker until the end of the contract at all, though this is clearly not in line with the law. Malaysian law prohibits entirely withholding an employee’s wage. According to the Malaysian Employment Act 1955 Part IV, the sum of deductions is not permitted to exceed 50% of the wages earned by an employee in a month. Any employer who makes unlawful deductions commits an offence under Part XVII, Article 91 of the Employment Act 1955 and is liable to pay a fine of 10,000 Ringgit.³⁷

³⁶ Article 24(4)(e) and 24(5) Employment Act 1955. Note that the Act does not include domestic servants from provisions relating to lawful and unlawful deductions and permitted deduction amounts.

³⁷ Article 99A Malaysian Employment Act 1955.

Payment at the end of the contract term places the migrant domestic worker in a precarious position where they are required to work, no matter the conditions, to ensure final payment. There is no guarantee that if they finish their contract term they will be paid what they were promised, or even paid at all. At the end of the two year period, the migrant domestic worker must rely on the honesty of their employer to pay them what is owed.

Malaysian law prohibits payment only after completion of the two year contract. According to law, payment of wages is to be made on a monthly basis and must be made no later than seven days after the last day of the wage period. An employer who fails to pay wages within this time period is committing an offence under Article 91 of the Employment Act 1955, and may be liable to pay a fine of 10,000 ringgit.³⁸

Under Article 25A of the Employment Act 1955, payment of wages must be deposited into a bank account. Failure to do so also amounts to an offence that carries the penalty of a 10,000 ringgit fine.

The recruitment agencies interviewed also indicated that the salary was to be paid into a bank. However, with the 77 maids in this sample, employers rarely established bank accounts for the migrant domestic workers, and if they did, the bank account is inaccessible by the worker.

RECOMMENDATION 6

Support the development of a policy delineating services the recruitment agency may legally charge a domestic worker, and standard charges for each specific service. The policy could include penalties, such as fines, for agencies that charge domestic workers for services not stipulated in the policy, or for service charges exceeding the policy regulations.

In support of this policy, a recruitment agency regulatory body established by the MoLVT could monitor and investigate recruitment agency practices, and also take responsibility for setting standard fees and charges. A primary function of this body could be to ensure implementation of Cambodian law, and, in the event of breaches, report to the appropriate authority.

³⁸ Article 99A Malaysian Employment Act 1955.

ISSUE 6 THE EMPLOYER & WORKPLACE IN MALAYSIA

KEY FINDING 6 | Cambodian law relating to inspection of workplace environments in the destination country remains ambiguous. Only 6 (7.7%) of the migrant workers interviewed reported having their workplace inspected. Conditions that Malaysian employers must meet under Malaysian law in order to employ a maid are also limited. Poor working conditions are identified by this research across a variety of indicators, and correlate to maids being unable to complete their two-year contracts, which often incur negative financial and security implications for the maid.

THE EMPLOYER IN MALAYSIA

Article 16 of Sub-decree 57 states:

The Receiver Party shall cover the expenses of the officials of the Provider Party on official duty to accompany the workers to the country of the Receiver Party, in order to inspect the working conditions and the living accommodations of the workers as stipulated under the provisions of the contract. The Provider Party shall dispatch his officials to monitor on site implementation of the contract when it is deemed necessary.

Under Article 4 of Sub-decree 57, the ‘Provider Party’ and the ‘Receiver Party’ are defined as the Ministry of Labour and Vocational Training and the company applying for the recruitment, respectively.

Currently, Article 16 has been taken to entail that the MoLVT (the Provider Party) is responsible for inspecting the Cambodian recruitment agency (the Receiver Party). However upon a closer reading, Article 16 actually requires the Cambodian and/or Malaysian recruitment agency to cover the expenses of the MoLVT official to:

- Accompany the workers to the country of the Receiver Party (Malaysia);
- Inspect the working conditions and living accommodation of the workers in Malaysia; and

- Monitor on site implementation of the contract in Malaysia where necessary.

Despite this, recruitment agencies and the MoLVT admit that this does not happen as frequently as required. Both parties cite the lack of resources and manpower to conduct such inspections.³⁹

In total only 6 (7.7%) out of 77 of the workers interviewed reported that an inspection was carried out at their places of employment in Malaysia. All six inspections were carried out by the recruitment agency.

One reason that may deter recruitment agencies from inspecting workplaces and insisting on the adherence to labour standards is the fear of damaging their relationship with the paying client, the employer. Arguably the employer may feel it is their right to treat a worker in their home at their discretion, without external interference. If the recruitment agency is seen to be monitoring the conduct of employer and paying too much attention to the wellbeing of the migrant domestic worker, this may cause both current and prospective employers to seek the services of other recruitment agencies who do not conduct such checks.

³⁹ As of February 2011, the Ministry of Labour and Vocational Training have recommenced inspecting training facilities used by the recruitment agencies.

The Cambodian recruitment agencies interviewed also indicated that there is a reliance on the partner agencies in Malaysia to conduct background checks on the employers, follow up with domestic workers and to provide assistance in relation to complaints.

Under Malaysian law, there are only very few requirements that must be met in order for a person to be eligible to employ a migrant domestic worker. The requirements include that the prospective Malaysian employer must provide a bank guarantee of 1,000 RM to the Immigration Department. The employer must be married couple, must have a joint average monthly income of 4,000 RM per month and must be party to an employment contract.

Once the worker is at the place of employment, their overall experience is largely determined by the attitude and conduct of their employer. Under Malaysian Law employers are allowed to retain the passports of their employees.⁴⁰ Being confined to the private sphere of the employer’s home, the employers are generally the only people the maid will interact with during the course of the employment.

It is difficult and costly for a migrant domestic worker to change employers; not least because agencies levy an additional fee to procure another workplace, plunging the worker into further debt. Consequently, workers experiencing difficulties in their workplaces and/or with their employers may remain where they are, despite ill treatment, until they have repaid their burden of dues.

In order to assess the domestic worker’s perceptions of work conditions and quality of life during their working period, the 77 former maids interviewed were asked to rate eight key indicators of living and working conditions on a scale of 1 to 5, with 1 being very poor and 5 being very good. These factors are:

1. Attitude of the boss
2. Living conditions
3. Working conditions
4. Freedom of movement outside workplace

5. Violence in the workplace
6. Food/water
7. Safety of work
8. Holiday and sick leave

The average scores for women were then compared between the sub-groups of maids who were considered exploited (22%) and those who were not, and those who were trafficked (14%) versus those who were not. By definition, ‘working conditions’ would be expected to be significantly different between exploited versus non-exploited, and between trafficked versus non-trafficked; however, investigating additional factors helps to identify additional conditions that may result in exploitation of domestic workers, and those that do not.

As seen in [Table 3.2](#), t-tests compared the average self-reported scores for the eight key indicators, and scores were significantly lower across every single indicator when comparing women who were exploited or trafficked, versus those who were not.

Table 3.2 | Average scores for Cambodian maids across eight indicators of quality of living and working conditions, according to whether they were trafficked or exploited

INDICATORS	Exploited vs. Non-exploited	Trafficked vs. Non-trafficked
Attitude of boss	2.06 vs. 3.60 [p=.000]	1.91 vs. 3.48 [p=.000]
Living conditions	2.18 vs. 3.81 [p=.000]	1.91 vs. 3.71 [p=.000]
Working conditions	1.65 vs. 3.72 [p=.000]	1.55 vs. 3.55 [p=.000]
Freedom of movement	1.76 vs. 3.07 [p=.000]	1.45 vs. 3.00 [p=.000]
Violence in workplace	2.59 vs. 3.78 [p=.000]	2.18 vs. 3.74 [p=.000]
Food/water	3.00 vs. 4.17 [p=.000]	3.18 vs. 4.03 [p=.005]
Safety of work	3.29 vs. 4.08 [p=.001]	3.27 vs. 4.02 [p=.010]
Holiday and sick leave	1.94 vs. 3.40 [p=.000]	1.91 vs. 3.71 [p=.001]

This aspect of domestic work is interesting. Other studies of similar self-reported scores among Cambodian male and female workers in

⁴⁰ In fact, in many of the bilateral agreements Malaysia has established, it is required for the employer to withhold the passport of the migrant workers.

other industries such as construction work, factory work, and agricultural work in Thailand⁴¹, indicate differences in some but not all of the eight indicators – that is, some aspects of living and working conditions are substantially worse for trafficked migrant workers as compared to non-trafficked migrant workers, but not all. This may attest to the unique nature of work in the household, where the individual worker is alone, and the employer’s ability to impact all aspects of the maid’s life and work deeply.

The two lowest scores (and thus the worst conditions) for both exploited and trafficked maids were ‘freedom of movement’ and ‘working conditions.’ The next lowest scores were ‘holiday and sick leave,’ ‘attitude of boss, and ‘living conditions.’ Even among non-exploited and non-trafficked, ‘freedom of movement’ was the lowest score, indicating more pervasive limits on freedom of movement for Cambodian maids in Malaysia that may need to be addressed more systemically.

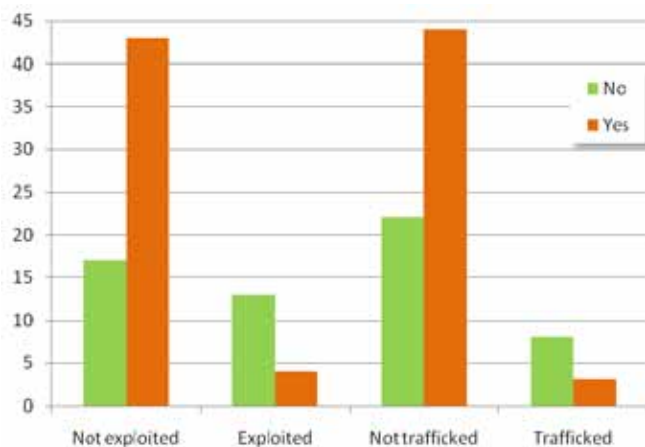


Figure 3.8 | “Did you successfully complete your contract?”
Likelihood of maids having completed their two-year contract according to whether exploitative or trafficked conditions were experienced.

Non-exploited vs. exploited $\chi^2 = .000$; non-trafficked vs. trafficked $\chi^2 = .017$.

Disaggregating the sample into those who completed their contract and those who did not revealed associations between enduring exploitative and trafficked labour situations, and likelihood of being able to complete a contract. As seen in Figure 3.7, maids who completed their contract were more likely to have experienced better working conditions than those who did not complete their contract.

As well as being less likely to feel cheated and/or labour exploited, workers who completed their contract also reported having a better work experience overall. In fact, none of those who completed their contract rated any of the conditions as being very bad.

The greatest differences in ratings between those who completed their contracts and those who did not was noted in, again, the areas of working conditions, living conditions, and the attitude of the boss. Therefore, it is possible that bad working conditions, living conditions, and the attitude of the boss may have been key contributing factors to non-completion of contracts. Overall, the attitude of the boss was the single most significant factor that negatively impacted the maid’s experience and, consequently, perhaps their ability to complete their two-year terms.

RECOMMENDATION 7

Laws related to workplace inspection in the destination should be revised and clarified, with support to the development of mechanisms enabling independent inspection and monitoring of workplace conditions. Inspections may serve to identify employers who provide an unsuitable workplace environment, and who may be considered unfit to employ other Cambodian maids.

The Cambodian Embassies in destination countries could play a positive role in this mechanism, overseeing a list of Cambodian maids in-country, their place of employment, and start and end date. The Embassies could also assist with identifying independent interpretation assistance, in recognition of the fact that workers’ treatment may only be assessed by speaking to the maids in their native language.

⁴¹ UNIAP (2010). *Human trafficking sentinel surveillance: Poipet 2009-2010*. Bangkok: UNIAP.

GOOD BOSSES, BAD BOSSES: VOICES OF CAMBODIAN HOUSEMAIDS

GOOD BOSSES...

“My boss did not deduct my salary. Two years ago when I got sick, the boss paid almost 500 Ringgit and he did not deduct my salary. I never had a bad experience in Malaysia because my boss was good to me, he never blamed or hit me and was satisfied with my work.” – *From Takeo, age uncertain*

“I was provided enough food and also I could sleep enough. I slept at 9 pm and got up at 5:30 am...and worked until 11 am when I got rest. Then at 1 or 2 pm, I did the gardening, until 3 pm. At 5 pm, I started cooking...to eat at around 6 pm. The work [situation] was quite easy because I had time for breaks. I was not responsible for doing the ironing or all the cooking....I was provided enough food, I was even provided fruit.”

– *18 years old, from Battambang*

“My boss was kind like on holiday, he allowed me to relax. And he always took me to go on holiday when he went, and he loved me as his daughter. I felt warm, like living with my family.”

– *18 years old, from Kampong Cham*

BAD BOSSES...

“I met some bad experiences with my boss, my bosses were horrible and were always violent against me, blamed and hit me. They always treated me like this when I did something wrong or not quickly. My bosses spoke Chinese to me and sometimes I could not catch their words because when I learned at [pre-departure training] for four months, I only studied English and Malay language. I reported to the company but they never took any action...they just said that it was a minor problem. I don't know why the company thinks that violence and scolding is not a hot issue.”

– *23 years old, from Kampong Cham*

“My boss used to scar me. She took the iron to my arm...she was my woman boss' mother. I told [the Company] that my arm was ironed by the mother of the boss but they said that I did it by myself. They did not seem to care much about this.”

– *18 years old, from Takeo*

“I waited until I finished the contract, but the boss deducted all my money. I mean that I worked 2 years in Malaysia without any payment. I was not given meals and water. The boss used violence against me, threw shoes at me and slapped me....I was not allowed to sleep or eat. They made me wash the car at midnight. The boss told me that even if I finished the contract, she would not let me go back home. I did not inform [anyone] because I was locked in a room, I was not allowed to use the phone....I had no rights at all. I was locked in the house...I lived like in a jail.”

– *20 years old, from Takeo*

ISSUE 7 AVENUES FOR COMPLAINT, DISPUTE SETTLEMENT & LEGAL RECOURSE

KEY FINDING 7 | Under both Cambodian and Malaysian laws, mechanisms for complaint, dispute settlement and/or legal recourse are limited, with onerous procedures required of the migrant worker. 85.7% of the comments provided by respondents relating to complaints and the complaint process indicated negative outcomes, though migrants tended to not complain about failures in the complaints mechanism. Migrant domestic workers are excluded from essential provisions governing complaint procedures and redress under Malaysian Labour Laws; as such, Cambodian migrant workers are provided minimal protection.

LEGAL AVENUES OF RECOURSE IN CAMBODIA

Under Sub-decree 57 there are three avenues of legal redress for Cambodian overseas workers:

- Compensation via the security fund
- Punishment of an individual for breach of existing law
- Annulment of contract

A worker may seek legal recourse under Article 7 of Sub-decree 57, which stipulates that the security fund deposited by the recruitment agency can be used to compensate workers in the event that the recruitment agency fails to implement any provisions of the work contract. However, as of September 2010, the security fund has yet to be mobilised to compensate any one worker.⁴²

Other possible courses of action include seeking punishment under Article 20, which details that any individual who sends Cambodian labour to work overseas in violation of the provisions of

the sub-decree shall be punished in accordance with the existing law in force. However, this relates to individuals and not to the recruitment agency itself.

The provisions within the Sub-decree are limited in relation to requirements of the recruitment agency and recruitment agency staff, to the degree that there are very few actions that could be considered a breach of law. Punishments within the law are also limited.

A contract may be annulled under Article 21 if any of the contract provisions are found to be contrary to Sub-decree 57. However, as the sub-decree stipulations are vague it would be rare for a contract to be found to be contrary to the provisions of the sub-decree.

Other Cambodian laws that may be relevant include the Cambodian Criminal Code, including Articles 253 and 254 for illegal detention or confinement such as in the recruitment agency pre-departure training facility.

Recruitment agencies may also be liable under the Law on Suppression of Human Trafficking, including under:

⁴² Reports from the recruitment agencies and MoLVT suggest that this is because the recruitment agency generally negotiates with the worker in order to settle the claim. Additionally, Sub-decree 57 requires the security fund to be refilled whenever a claim is made. It may look better for the recruitment agency to settle rather than use the security fund, as they will be required to refill the amount regardless.

- Article 10: Unlawful Removal with Purpose;
- Article 11: Unlawful Removal for Cross Border Transfer
- Article 12: Unlawful Recruitment for Exploitation

- Article 14: The Act of Buying, Selling or Exchanging a Human Being
- Article 15: The Act of Buying, Selling or Exchanging a Human Being with Purpose
- Article 16: The Act of Buying, Selling or Exchanging a Human Being for Cross Border Transfer

“The agency said they will visit us and I never saw any staff to visit us during 2 years.”

- Worker recruited in 2007 at age 22 and exploited.

“They say the boss is kind and friendly but the boss is unkind and cruel, mistreat and hit us.”

- Worker recruited in 2005 at age 17 and exploited.

LEGAL AVENUES OF RECOURSE IN MALAYSIA

Malaysia relies predominantly on the establishment of bilateral agreements with sending countries to regulate the employment of foreign labour from that country. Thus, regulations and standards on foreign labourers in Malaysia, for example foreign maids, are dependent on the country of origin of the migrant worker and may indeed vary significantly from one origin country to another. The terms of the Memorandum of Understanding between Cambodia and Malaysia regulating the recruitment and employment of Cambodian domestic migrant workers has yet to be made public. Consequently, it remains unclear the protections offered to Cambodian migrant workers in Malaysia.

‘Domestic servants’ are defined under the Malaysian Employment Act 1955⁴³, and while they are excluded from the application of several key provisions within the act, several articles apply to domestic servants relating to lawful and unlawful deductions and permitted deduction amounts. One deduction that is unlawful is any deduction for accommodation, services, food or meals provided by the employer to the employee – Article 24(4)(e), unless it is for the benefit of the employee⁴⁴ –

Article 24(5). Furthermore, the total amount of deductions is not permitted to exceed fifty percent of the wages earned by that employee in that month.

Part XVII provides for offences and penalties, including that an employer commits an offence if they:

- Fail to pay wages within the prescribed time period (Article 91)
- Make any unauthorized deductions (Article 91)
- Fail to pay wages into a bank account (Article 92)

The relevant penalty in relation to migrant domestic workers is specified under Article 99A of the Malaysian Employment Act 1955, which states a fine not exceeding 10,000 ringgit.

For migrant workers who wish to take legal action against an employer, they may be allowed to seek a special pass, which allows workers to remain in Malaysia pending resolution of a dispute. However, the special pass must be renewed monthly and is subject to government approval. Furthermore, the migrant is prohibited from working whilst their case is under consideration. This special pass currently costs RM100 per application and is typically only renewable for up to 3 months. Thereafter, notwithstanding pending civil court action against employers, the special pass will not be renewed.

⁴³ Please refer to Legal Snapshot for additional detail on legal definitions and provisions.

⁴⁴ Under Article 24(5), the Director General is not to permit any deductions for such items unless he is satisfied that the deductions are for the benefit of the employee.

COMPLAINTS AND DISPUTE SETTLEMENT MECHANISM

There are currently no formal complaint or dispute resolution mechanisms in place for workers who wish to lodge grievances against the recruitment agency in either Cambodia or Malaysia or against their employer in Malaysia.

Article 17 of Sub-decree 57 states if there is a conflict between the recruitment agency and the worker, the parties are required to settle the dispute in accordance with the provisions of the employment contract. However, as previously discussed, the Cambodian contracts relate primarily to the debt owed by the worker to the recruitment agency, and do not clearly stipulate worker's rights.

If the worker is in Malaysia and the dispute reaches an impasse, a report can be sent to the Royal Cambodian Embassy or diplomatic officials of the Kingdom of Cambodia to request intervention in the resolution of the dispute. There is no obligation for the embassy or diplomatic officials to intervene.

Workers were asked to rate the complaint mechanism on a scale of 1-5, 1 being very bad and 5 being very good. 60 out of the 77 workers responded (78%), and overall workers rated the complaints mechanism as above average (mean=3.48). Only 8 (13.3%) rated the complaint mechanism bad or very bad. Even those who felt exploited rated the complaints mechanism above average (3.27).

Despite this, only 1 of the 21 workers actually experienced a positive outcome by complaining to their recruitment agency.

"I informed the agency company and afterward the agency changed me to another boss."

One worker who complained to the media about the behaviour of the recruitment agency also experienced a positive outcome.

"I complained to the owner of the home, and informed the newspaper center. The agency stopped being violent with the domestic worker. Then the Khmer Embassy punished 100 ringgits."

A third worker reported that they complained to the recruitment agency in Malaysia who then negotiated compensation with the employer. However, the employer has yet to pay the agreed sum of 500 USD.

The most common problem workers faced was lack of understanding of who to complain to, with 4 workers indicating that they did not comprehend the complaint process. 1 worker noted that they didn't know anyone and no one would help them. Workers reported:

"I was so afraid, because I didn't know where do I go to complain?"

"I didn't dare to complain that the boss mistreated me. If we want to complain we didn't know where to complain and we didn't know the complaint process."

"If I complain, I didn't know where do I complain. I called to agency, they cursed me and said I am lazy and not hard working."

These comments suggest that recruitment agencies did not provide sufficient information to workers about complaint mechanisms in the pre-departure training.

The second most common problem faced by migrant domestic workers when they sought to lodge a complaint was that they could not remember the phone number of the recruitment agency.

ACRA has shown an interest in establishing a complaint hotline. However, it is unclear how such a complaint hotline would ensure neutrality as the members of ACRA are the recruitment agencies themselves. At present, mistreated migrant domestic workers must rely on NGO assistance to report and manage complaints against the recruitment agency in Cambodia. NGOs have reported that negotiations are generally conducted between themselves and the recruitment agency on behalf of the worker. This process is known to be long and tedious.

RECOMMENDATION 8

Support the development of standard contracts for Cambodian and Malaysia recruitment agencies that specify a detailed complaint and dispute resolution mechanism and procedure.

A portion of the security fund deposited by the Cambodian recruitment agencies with the MoLVT could be used to establish an appropriate complaint mechanism. A policy could be established requiring an annual contribution by the recruitment agencies to maintain the complaint mechanism. The body responsible for managing and responding to complaints, currently consisting of government, ACRA, NGOs, and former migrant workers, should be independent of the government and recruitment agencies.

The Royal Cambodian Government could advocate for the Cambodia-Malaysia MOU on migrant domestic workers to cover essential elements of law that domestic servants are excluded from in Malaysia, including hours of work, minimum working days per month, rest days, holidays, annual and sick leave, maternity provisions, termination of contract, lay off, and retirement. In addition, the MOU could contain standards relating to: a minimum wage; requirement of monthly payment directly to the migrant domestic worker; restriction on deductions made to salary by the employer; limits on deductions made by recruitment agencies in Cambodia and Malaysia; agreed rest days per month; retention of legal documents by the domestic worker; and standards outlining mechanisms for complaint and changing employers without charge. The MOU could also call for the drafting of a standard contract for use by the Malaysian recruitment agency and employer, with regard to Cambodian domestic workers.

CONCLUSION

DO EXISTING RECRUITMENT PRACTICES AMOUNT TO HUMAN TRAFFICKING?

The objective of this study was to examine the varied experiences and perspectives of Cambodian women and girls who utilized recruitment agency services to gain employment as domestic maids in Malaysia. Many Cambodian women spend several hundreds of dollars – or go into debt several hundreds of dollars – to access this formal labour channel in the hopes that they will be guaranteed a good job, safe travel, good working conditions, and fair pay. Through structured interviews with 77 former maids and 16 additional in-depth interviews, this study sought to investigate the living and working conditions of these migrant domestic workers, within the framework of Cambodia’s and Malaysia’s legal and policy frameworks.

At the time of this study, the language of both Cambodian and Malaysian laws followed the Palermo Protocol’s definition of human trafficking.⁴⁵ As such, determination of whether any of the Cambodian domestic migrants who participated in this study were in fact victims of human trafficking used as a reference the elements of the offence of human trafficking as identified in Article 3 of the Palermo Protocol -the act, the means, and the purpose. To be recognised as a victim of human trafficking, all three elements must be satisfied.

Given that all of the maids migrated to Malaysia with the assistance of the recruitment agency, it can be said that the ‘Act’ element of the Palermo Protocol definition of trafficking can be easily established. This is particularly true in instances where deceit has been a causative factor.

With regard to ‘Means’, although the majority of workers were informed about the working conditions and salary in Malaysia, many of them were presented with a situation that was different from what they were originally advised. Elements of fraud, deception, and abuse were recounted in numerous experiences. When respondents indicated they felt cheated or deceived, this was often related to what they were told by the recruitment agency or employer about working conditions and pay. While many of the former maids ended up being paid near the amount they were promised, and some more than the amount they were promised, many received no pay whatsoever throughout their duration of work, receiving their salary only after completing the two-year contract terms.

Regarding the final element, the ‘purpose’ of exploitation, it is difficult to definitively identify cases of trafficking from the interview data as the inherent relationship between the migrant domestic worker, recruitment agency, and employer is typified by indicators of exploitation that are also inherent to human trafficking. Indicators of exploitation and egregious working conditions include: long working hours with no rest days; inability to leave the workplace; non-payment; payment delays; unforeseen deductions; and debt bondage – all of which were common to the majority of Cambodian maids’ experience. Given the lack of adequate recruitment procedures and mechanisms, legal protections and recourse in the event of exploitation, respondents were considered to have been possibly trafficked if they reported ‘poor’ and ‘very poor’ scores across the numerous exploitation indicators, and they were cheated or deceived into such conditions.

⁴⁵ Note the Malaysian Anti-Trafficking in Persons Act (2008) has since been amended and no longer necessarily reflects the elements under the Palermo Protocol.

Among the sample of 77 former maids in Malaysia, 17 – or 22.1% - endured exploitative labour conditions, and 11 of those – or 14.3% of the total sample – were trafficked according to the Palermo definition and that of Cambodian and Malaysian law. However, few were actually ever formally identified and assisted as trafficked persons.

The confinement of maids to the private domestic environment has created many challenges for government and non-

government responders to identify and assist cases of labour exploitation and human trafficking into domestic servitude. However, we hope that with sharing the stories, perspectives, and information from the returned maids in this study, stakeholders will be able to adopt a proactive role in implementing the eight recommendations, which would immediately improve the situation for the thousands of Cambodian maids working in Malaysia, now and in the future.

APPENDIX A – Sample 1

KINGDOM OF CAMBODIA

Nation Religion King

Contract of Housemaid with [the recruitment agency] Cambodia Co.,ltd

I, Miss..... English Written.....
 religion.....date of birth.....place of birth..... recent
 address.....

With the consent of my guarantors as follows:

1. Name..... Khmer ID card No..... as.....
2. Name..... Khmer ID card No..... as.....

I hereby apply to [the recruitment agency] Cambodia Co.,ltd to work as a housemaid in Malaysia for a basic contract of 2 years with the terms and conditions as following:

1. I agree to stay in [the recruitment agency] training center to attend training classes for minimum of three months until I departure to Malaysia.
2. I agree not to leave [the recruitment agency] Training Center during training period unless getting permission from training center.
3. I agree not to apply for any holiday or leave during my staying in [the recruitment agency] training center even during of festival except of emergency and having permission from the company.
4. I will respect all [the recruitment agency] internal rules and regulation during my staying in the training center.
5. I am going to study hard with all my abilities in order to fulfill my functions in Malaysia.
6. I will not ague with other people and conduct any debauchery in the training center in my training period.
7. [the recruitment agency] will allow my family to visit me in the training center every Sunday.
8. I hereby certify that I had loan from [the recruitment agency] for the below expenses of legal documents in order to proceed for legal employment in Malaysia. I agree to reimburse [the recruitment agency] such amount by deduction of my salary for 5 months as the below of detail loan statement when I start working in Malaysia.

9.

No.	Items	Amount
1	Registration Document	USD 10.00
2	Working License	USD 5.00
3	Medical Check up	USD 50.00
4	Passport	USD 230.00
5	Work permit and visa documents in Malaysia	USD 200.00

6	Air ticket and Airport Tax	USD 150.00
7	Accommodation, food, training	USD 180.00

10. In case, I decide not to go to Malaysia for work due to any reasons, I will be liable to compensate [the recruitment agency] of expenses according the stage of processing stated above.
11. I agree to fulfill my duties as stated in the contract with the Malaysian boss as arriving at Malaysia. In case, I desire to terminate such contract before duration of the contract and inter into new contract with new Malaysian Boss, I will be responsible to pay [the recruitment agency] for legal fees to complete documents of the change. I will be responsible to pay [the recruitment agency] the existing loan by deduction my salary getting from my work with the new boss until the out standing amount is settled.
12. In case, I desire to return to Cambodia before the permissible time stated in the contract due to any reasons, I will inform my guarantor who are in Cambodia to reimburse the existing loan to [the recruitment agency] before I may return to Cambodia as well.
13. I hereby warranty to respect the terms and conditions stated in the contract with my good spirit. I also agree to responsible for any damage before the Cambodia effective laws and regulations if I breached to any terms and conditions stated in contract.

In witness, I hereby declare to agree with the terms and condition of the contract by printing my right thumb and signature on the contract in conditions of good spirit and liability. I also promise that I will work hard to fulfill my work in Malaysia as stated in the two years.

Make at..... Date:.....

Worker's right thumb

Name:.....

Date:.....

Guarantor's right thumb (1)

Name:.....

Occupation:.....

Date:.....

Witness's right thumb

Name:.....

Occupation:.....

Guarantor's right thumb (2)

Name:.....

Occupation:.....

Date:.....

Date:.....

Seen and certified that.....

.....

.....

Make at.....Date:.....

KINGDOM OF CAMBODIA

Nation Religion King

CONSENT AND GUARATEE LETTER

Name of Applicant:.....ID card No.....

Date of birth:.....Place of birth:.....

Recent address:.....

Name of Guarantors	ID No.	Date of birth	Relationship
1.....
2.....
Recent address:.....			

On behalf of guarantors, I/we warranty that Miss....., an above applicant, will work as a housemaid in Malaysia as follow:

1. I/we allow Miss....., an above applicant to work as a housemaid in Malaysia through [the recruitment agency] Cambodia,. Ltd which is a fulfill license agency by Royal Government of Cambodia.
2. I/we agree and allow Miss..... to learn foreign language and housemaid in the training center in a minimum of 3 months until she may departure to Malaysia.
3. We recognize that she is not allowed to go out of training center in training period. I/we may visit her in very Sunday.

4. In case, she decides not to go to work in Malaysia with any reasons or causes, I/we will liable as guarantor for the contract between her and [the recruitment agency] date..... Month.... YearI/we will reimburse the outstanding amount to [the recruitment agency] in according with the stage of processing as stated in the contract.
5. In case, she desire to return to Cambodia before settling the out standing amount to [the recruitment agency] with my reasons, I/we will reimburse the existing loan to [the recruitment agency] before she may return to Cambodia as well.
6. In case, I/we fell to return [the recruitment agency] for expenses which [the recruitment agency] have spent in according to the stage of processing, I/we willingly return all my belonging including land, house and other properties etc... to [the recruitment agency].
7. I/we will be responsible before the Cambodian effective Laws if we have breached to any terms and conditions stated in the contract.
8. I/we fully respond for the collection of her salary or remittance (if any).

In witness, I hereby declare to agree with the terms and conditions of the contract by printing my right thumb and signature on the contract in condition of good spirit and liability.

Make at..... Date:.....

APPENDIX A – Sample 2

KINGDOM OF CAMBODIA

Nation Religion King

Work Contract

Between:

- [Name], General Director of [the recruitment agency], [address], Phnom Penh city, hereinafter refer to as **Party A**.

And

- Name:sex:.....age:..... ethnicity:.....nationality:.....address:.....
....., hereinafter refer to as **Party B**.

The both parties agree as below:

1. Purpose

Article 1: **Party B** request **Party A** to recruit to work in Malaysia through the agency of the **Party A** which is recognized by the Ministry of Labor and Vocational Training.

Article 2: **Party A** agrees with **Party B** who has willing to work in Malaysia through her agency.

Article 3: **Party B** agrees to work as a worker in Malaysia following the demand of Partner of **Party A** by willingness and without changing.

2. Work Condition

Article 4: **Party B** shall respect work condition in Malaysia as below:

1. Work hour
 - 8 hours per day
 - Overtime 3 hours per day
2. Salary
 - RM 18.50 per day
 - RM 481 per month (26 days)
 - RM 3.47 per hour for overtime
3. Bonus
 - Working full month (26 days) without take leave, get bonus RM 50 per month
 - Working in night time, get bonus RM 2 per day
 - Working on Sunday, get bonus RM 4.38 per hour

Article 5: **Party B** shall get salary and other bonus as writing in Article 4.

Article 6: **Party B** shall take off 4 day per month, every Sunday per week but can work overtime by willingness and factory production demand.

3. Obligation of Contract

Party B's Obligation

Article 7: **Party B** shall arrange all related documents certified on his/her adult and other documents by demanding of **Party A** for preparing to work in Malaysia.

Article 8: **Party B** shall have obligation to respect work condition in Article 4 and Article 5 above.

Article 9: **Party B** shall have obligation to work until the end of the contract as writing in the Article 13. In case of willing to finish the contract before the end of duration, **Party B** shall pay damages to **Party A** and other payments.

Article 10: If **Party B** arrives Malaysia and want to escape from the management of **Party A**, it mean that **Party B** does not respect the contract; **Party B** will have obligation to pay back for all related expenses to **Party A**.

Party A's Obligation

Article 11: **Party A** shall have obligation to respect and implement this contract.

Article 12: **Party A** shall have obligation to co-operate with partner in Malaysia to follow up the respect of the contract between employer and worker. In case of conflict, **Party A** shall facilitate to resolve the conflict.

Article 13: The duration of this contract is 3 years, since to

4. Resolution of Conflict

Article 14: In case of un-respect this contract of the parties, the parties shall negotiate to resolve the conflict; if it is not possible, the conflict shall be send to the court.

5. Validity of Contract

Article 15: This contract shall have validity since the date of the signature.

Party B

Phnom Penh, Date:.....

Party A

KINGDOM OF CAMBODIA

Nation Religion King

Contract

Of

Pre-Payment of Recruitment Agency for Worker Document Arrangement to Work in Malaysia

- According to Prakas No.114 នរត្ត on June 16, 2008 of Ministry of Labor and Vocational Training issuing permission for [the recruitment agency] to recruit, train, send, and manage Cambodia worker to Malaysia, Singapore and Thailand.
- According to the request for training as house maid of Ms/Mr..... on date

[The recruitment agency], [address], Phnom Penh city, represented by [name], General Director of [the recruitment agency], hereinafter refer to as **Party A**.

Worker name: Sex:.....age:address:..... Currently living and training in [the recruitment agency] Training Center, hereinafter refer to as **Party B**.

Both parties have agreed as following:

I. Parties Purpose:

Article 1: **Party B** has a purpose to request **Party A** for payments of training and all related documents for sending **Party B** to work in Malaysia.

Article 2: **Party A** has agreed with the request of **Party B** in the Article 1.

II. Parties Agreement:

Article 3: **Party B** has agreed to pay back all debt of pre-payments to **Party A** if **Party B** changes his/her willing not want to work in Malaysia, if **Party B** can not deduct her/his salary in Malaysia to Agency, and shall be sent back by Employer to Cambodia because she/he is un-willing to work, un-respected employers, implementing a crime and other reasons in the work contract.

Article 4: **Party B** agrees with **Party A** to deduct his/her salary in Malaysia in the first 12 Months for 300 RM (three hundreds ringgit Malaysia) per month.

Article 5: **Party A** agrees to accept the payment of dept writing in Article 3 and Article 4 above.

III. Parties Obligation:

Party A's Obligation

Article 6: **Party A** shall have obligation to arrange all documents to send **Party B** to work in Malaysia.

Party B's Obligation

Article 7: **Party B** shall have obligation to study Basic English to be ready to work in Malaysia.

Article 8: **Party B** shall have obligation to work in Malaysia in duration of 3 years by deducing his/her first 12 months salary for **Party A** as writing in Article 4 of this contract.

Article 9: **Party B** shall have obligation to respect the contract between him/her and employer in Malaysia.

IV. Resolution of Conflict:

Article 10: If any party does not respect to the obligation of this contract, both parties shall negotiate by peace.

Article 11: If the resolution in Article 10 is not possible, the parties have rights to complain to the authority or court to resolve the conflict by the law.

Phnom Penh, Date:.....

Party A's Thumb

Witness

Witness

Party B's Thumb

APPENDIX B

STANDARD AGENCY CONTRACT FOR EMPLOYMENT OF CAMBODIAN MAIDS

This agreement is made on this day of year..... between
[REDACTED], a Maid Agency licensed by the Malaysian
Ministry of Human Resource Ministry and the Immigration Department of Malaysia, in accordance to the laws of
Malaysia with its business address at [REDACTED]
[REDACTED] (hereinafter called the "AGENCY")

AND Mr. / Mrs. / Ms NIRCNO..... of.....
..... (hereinafter called the "EMPLOYER")

of the other part for the employment of P/P No. (hereinafter called
the "MAID")

WHERE IT IS HEREBY AGREED BY BOTH PARTIES AS FOLLOWS :-

1. APPLICATION AND SELECTION

The client shall request to the Agency to recruit and supply a maid from Cambodian through the selection of bio-data provided by the Agency.

2. DURATION OF WORKING PERMIT

- The contract period is two (2) years to & is subject to all Government & Immigration regulations.
- Employment for the third (3rd) year is subject to the agreement from both parties with a minimum increment of RM50.00 per year.
- The employer shall inform the Agency if employment is extended to the third year.

3. DOCUMENTATION

- The Agency shall process the application with the relevant authorities and shall comply with all procedures drawn up by the authorities and seek approval for the maid concerned to work in Malaysia.
- Upon arrival of the maid, and after doing the second medical checkup, you are required to pick the maid up from our office soonest possible.

4. SALARY PAYMENT TO MAID

- Minimum monthly salary – RM600.00 → RM690.00 (Cambodian) per month.
- The maid shall be paid her salary from the day of arrival in Malaysia. Even though she is collected later.
- Payment for food & lodging of RM20.00 per day is imposed if the maid is left in our center for more than 3 days.
- Increment for third year - At the discretion of the Employer but with a minimal sum of RM50.00
- The Employer is required to open a savings account with any bank (Public Bank or Maybank) for the maid and the account can be in the name of the maid only.
- The salary belongs to the maid & when requested by the maid, part of the salary can be sent back home through the Agency. The Agency be informed if money is sent back without going through the Agency.
- At the end of the contract, the maid's balance money be fully paid to the maid. No deduction or reimbursement for whatsoever reason is allowed and any agreement signed by the maid allowing such deduction is illegal and shall be deemed null and void unless first approved by the Agency.

5. PAYMENT TO AGENCY / REFUNDS

- Agency Service Charges paid by employer to [REDACTED] – RM2,415.00 and payment to Cambodia agent RM2,456.75 total amounting to RM4,871.75 only.
- If the maid's contract is terminated for whatsoever reason before the two years' contract, the Agency is not required to refund to the Employer anything & the Employer cannot make any claim from the Agency. MALAYSIAN PAYMENT (RM2,415.00) – Agency Fees/Service charges RM635.00; 5% Government Service Tax RM31.75. Reimbursement of Levy/Visa/PLKS/Processing fees RM450.00, Air Ticket/Airport Tax/Charges RM500.00. 2nd Medical Examination by Fomema RM190.00, Processing fees: Stamping/Airport Clearance documentation, Photostat/Courier RM408.25. Insurance(PA)RM100.00, Food/Lodging/Transport/Others RM100.00.
- The employer is required to give the maid an advance of 6 months RM to be paid to the Cambodian Agency as refund for a personal loan taken earlier.
- Upon confirmation of bio-data the amount of RM must be paid to the Agency. Upon arrival of the maid the balance sum of RM to be fully paid.

- c. In the event the balance sum is not settled within 7 days, the Agency has the right to withdraw the maid without giving any further reasons.
- f. Only upon receiving of the first payment & documents, the Company shall proceed with the preparation of the documents and submission to the Immigration Department.
- g. Submission done upon complete documents received and not based upon payment upon confirmation. The application of 2nd maids, employer need to add on levy RM180.00.
- h. In the event the Employer decides to cancel the order, an administrative fee is charged. Before submission - RM300.00 / upon submission - RM600.00 / Change of biodata - RM400.00 / Upon approval by Immigration no refund of down payment.
- i. If her employer decides not to take the maid upon her arrival, there will be no reimbursement given.
- j. If the employer decides not to have the maid upon arrival, the employer shall send her home on the employer's expenses and a compensation of 6 months must be given to the maid. Or the employer can request the maid be transferred to a new employer.
- k. In the event the maid chosen by the Employer cannot come, a replacement maid will be given to the Employer upon a new selection of bio-data. The Agency cannot be held responsible for any delay due to any unforeseen circumstances arising from the Authorities in Malaysia or Cambodia.
- l. In the event the maid is sent home before 6 months then the Agency shall reimburse the employer the balance of the advance loan of 6 months salary given earlier after deducting the salary of the maid according to the number of days worked with the Employer.
- m. Upon the request of the Agency, the Employer can agree to allow the maid to be transferred to another new employer. Part of the Levy RM360.00 is returned on pro-rata basis on successful transfer of maid.
- n. If the Employer decides to send the maid home, for whatsoever reason, the Employer shall pay to the maid her dues without fail and also to purchase an air ticket for the maid to return to Phnom Penh.
- o. If the maid is sent home not due to the maid's fault, the Employer is responsible to reimburse her at least 6 months salary. The Employer cannot hold the Agency responsible for the maid after the guarantee period of 3 months. The Employer could also opt for clause 5.(m) to transfer the maid to another employer with certain charges.
- 6. COUNSELING BY THE AGENCY**
- a. The Agency shall provide FREE COUNSELING to the maid for the duration of contract, if required.
- b. The Agency has the right to impose a counseling fee on the maid for any counseling session.
- c. The Agency shall call or visit the maid from time to time to check on the maid when the need arises.
- d. Counseling is done either in our office or at the Employer's home or over the phone.
- 7. REPLACEMENT OF MAID**
- a. The Agency is responsible for the period of 3 months, if the maid runs away or she is found to be sick or she refuses to work without any valid reason or she is found not suitable after 3 counseling sessions.
- b. FOC replacement if the maid is found unfit by Fomema & not otherwise within one month of her arrival.
- c. The Agency will only be responsible for the maid within the first three (3) months of employment. If a replacement is required, the Agency will find a replacement in the shortest time possible subject to the approval from the Government Authorities / Immigration Department.
- d. In the event of clause (7a), the Agency will initiate an investigation to ascertain the reason behind such action by the maid and as to whether the replacement is justified or not. The matter shall be referred to the Labor Office and the Cambodian Embassy for a decision and the decision is final.
- e. No replacement is allowed if the maid has been abused, manhandled, threatened, forced to perform any other duties other than maid duties or force to do work in other place other than your home only.
- f. The Agency shall provide **ONLY ONE REPLACEMENT** subject to the approval of the Immigration Department and the payments required (as stated below).
- i. We will only initiate the replacement upon your returning of the maid to us.
- g. The Employer is required to pay the fees for replacement as stated below unless 7(b) :-
- | | |
|--|------------|
| i. Replacement Fees / Administrative charges | - RM625.00 |
| ii. Salestax | - RM 21.75 |
| iii. Levy / PLKS / MRC Card / Visa | - RM450.00 |
| iv. Fomema Medical Check-up for maid | - RM150.00 |
| v. Insurance | - RM100.00 |
| v. Stamping Fee | - RM 50.00 |
| vi. Food/Lodging/Transport/Others | - RM100.00 |
- h. In the event the maid is returned to the Agency after the guarantee period, and the Employer wants a replacement, then the Employer shall reimburse the Agency RM180.00 for every month the maid has worked for her upon her arrival. This payment is enforced as the maid is considered

Transfer done on.....

a temporary maid. The employer shall also pay the payments mentioned in clause 7 g (i), (ii), (iii), (iv) & (v). The Employer shall sign a Transfer Form to allow the Agency to look for a new Employer for the maid.

- l. The Employer must pay the maid her salary for the number of days / months she has worked in the Employer's house before or until the replacement comes.
- j. While waiting for the replacement, the Agency is not obliged to provide a relief maid to the Employer.
- k. For runaway maid, the Employer must surrender to the Agency the original police report, the maid's original passport and the original Compound Receipt of RM250.00 paid to the Immigration Department.
- l. Without the police report or the original passport, or the RM250.00 compound receipt, no replacement is allowed and the Employer has no right to demand any reimbursement of the fees given to the Agency.
- m. The Employer is responsible to keep the maid's passport in a safe place and if the passport is found missing, the Employer shall bear all expenses in getting back a replacement passport for the maid.
- n. Employer decides not to get a replacement, the Agency will not refund any money paid by the Employer earlier except for any balance loan and the Employer will have no other claim against the Agency.
- o. If the Employer finds the replacement maid not suitable, then the Employer must return the maid to us. This maid will not be sent home. We will be given the option to retrain and get the maid a new employer. There will be no further replacement for this maid. The Employer must return the replacement maid to the Agency and sign a transfer form.
- p. Upon successful transfer of this replacement maid, the pro-rated Levy and the balance of advance salary loan would only be returned to the Employer and no further claim against the Agency.
- q. Replacement of the maid in clause 7(f) must be from the same country – Cambodian for Cambodian.
- r. If the Employer requests to change the replacement maid from another country, then the Agency fee shall remain which ever is higher.

8. WORKING HOURS OF THE MAID

- a. The maid is required to wake up at 6.00 am every morning to start her work or any time as instructed.
- b. The maid is not allowed to sleep in the afternoon or leave the house for whatsoever reason unless directed by the Employer. The maid is not allowed to use the phone and not allowed to watch TV, or invite friends to the Employer's house. Restrictions will include buying of a hand-phone, or camera, or put makeup & lipstick and others not allowed by the Employer.
The Agency is not responsible and no replacement is allowed even if it is within the 3 months guarantee period if the Employer breaches any part of 8(b) or allowed any privileges to the maid that may contributed to the maid's character change or poor performance.
- b. The maid is allowed to go to bed at 10.00 pm after dinner and after she has done all her ironing.

9. RETURN OF MAID AFTER 3 MONTHS

- a. In the event, the Employer decides to return the maid to the Agency after three (3) months for whatsoever reasons, the followings can be done.
 - i. The maid can be transferred to another employer with no replacement given.
 - ii. Or the Employer can purchase an air ticket to send her home. The Employer must also pay for the transport to the airport at RM180.00. These expenses cannot be deducted from the maid's salary.
 - iii. The maid be paid her full salary for the number of months & days she has worked for her Employer
 - iv. Clause 7 (h) can also be considered upon agreement by the all parties.
 - v. In this instance the employer shall not hold the Agency responsible and the Employer cannot demand any reimbursement from the Agency Fee paid to the Malaysian Agency and Cambodia Agency.
- b. The maid can be returned to the Agency but if the Employer request for a replacement, then the terms stated in clause 7g(i), (ii), (iii), (iv), (v) & (h) apply.
- c. In the event, employer decided return the maid to our agency, employer must return the maid's passport on the sport without fail.

10. RUNAWAY MAID

- a. In the event the maid runs away from the Employer' house, the Employer shall immediately inform the Agency and a police report be made to the nearest police station. The original copy of the report must be forwarded to the Agency so that the Agency can do the to blacklist the vmaid.
- b. The Employer must then pay the compound of RM250.00 to the Immigration Department and furnish us the relevant documents as mentioned in clause 7(k) before any replacement is done
- c. The Agency shall not be held liable if and when the Authorities decide to ban or prohibit the entry of Cambodian maids into Malaysia or no replacement visa is issued by the Authorities or if there is

a change in the administration rules by the governing bodies. Then the Employer cannot claim for any reimbursement.

- d. The Agency shall not be held responsible if circumstances are beyond the control of the Agency.
- e. If the maid is found, she shall be counseled and the maid shall be returned to her employer. The employer shall accept her and try her out but if the employer refuses to accept, then the employer shall send her back or return the maid to the Agency after paying her salary (No. of months worked) and thereafter, the Employer shall have no further liabilities.

11. ABUSE OF MAID

- a. The replacement clause will be null & void if the maid has been abused, ill-treated, harassed physically or mentally, verbally or sexually, or forcing the maid to do massage on the opposite gender resulting in the maid running away, refuses to continue working with the Employer.
- b. If the salary of the maid is not paid as per schedule, the maid can be forcefully taken from the Employer by the Agency without giving any notice. Even if this is done, the money due to the maid must be paid in full. Failing which, the Agency will proceed with legal action to secure the payments due to the maid.
- c. The Employer is also responsible for any expenses incurred for counseling, repatriation cost or other related expenses in the event the maid has been abused.
- d. If the maid needs to be sent home due to abuse, her full salary 24 months must still be paid to the maid.

12. TRANSFER OF MAID

- a. The maid can be transferred to a new employer if the present Employer does not want the maid. If the Agency feels that it is in the best interest of both parties, the maid is to transfer to a new employer.
- b. Before transferring the maid, all money owing to the maid must be settled completely.
- c. The Employer will only be refunded for any outstanding loan given to the maid after deducting her salary. And to reimburse the pro-rated Levy only upon successful transfer.
- d. The Company will charge the Employer RM180.00 per month from date of arrival.
- e. The Employer shall return to the Agency the maid's original passport and to sign the Transfer Form B.

13. RESTRICTION

- a. The maid is solely employed as a housemaid and the general duties that shall include washing, cleaning, ironing, caring for children/baby and other relevant housework.
- b. The maid cannot be made to serve her contract in other place / house other than the home designated.
- c. The Employer shall not deduct the salary or charge the maid in the event the maid accidentally damages any part of the property within the house.
- d. The Employer is required to refer to the Agency of any indiscipline or misconduct done by the maid so that proper counseling can be conducted before the maid is beyond help.
- e. The employer cannot use the excuse of agreeing with the Agency to try use the maid after counseling.
- f. The Agency agrees to refund the Employer if the order for a maid is not fulfilled within 6 months due to the delay caused by the Authorities. Stamping fees, medical and administrative charges shall not be refunded.
- g. The maid coming in legally with a working permit must not be made to work illegally in any shop or business or places belonging to the Employer.
- h. The Agency reserves the right to withdraw the maid if she is found to be forced to work elsewhere and not in accordance to clause 13(b) and all outstanding salaries be paid to the maid immediately.
- i. The agency also reserves the right to withdraw the maid if any of the terms stated in this contract is breached. All salaries owing to the maid to be fully paid to the maid without any deduction.
- j. In the event the clause 13(b) is breached and if the maid is arrested by the Immigration Department or by the Police Department, the Employer is fully responsible for all expenses incurred to get the maid released.
- k. The Agency must be immediately informed if the maid has been arrested and the Agency reserves the right to monitor the case to ensure that the maid concerned is released and will be sent home safely after the ordeal.
- l. If the maid is sent to jail or sent home, the Employer must reimburse the maid her 2 years salary without fail. This money shall be paid to the Agency before the maid is sent home.
- m. If the maid is put into prison for any number of months, the Employer must also pay the additional compensational salaries for the number of months in prison to the maid.
- n. As the arrest is due to the fault of the Employer for instructing and allowing the maid to work illegally elsewhere. The Agency shall not be held responsible, as the Agency is never a part of such agreement.
- o. If the above clause, (13(j),(k),(l), & (m)) is NOT due to the fault of the Employer, then the maid is fully responsible for her own action. The Employer will not be held responsible but the maid's salary (no. of months worked) must be paid to the maid. Thereafter, the

- Employer will have no further liability.
- p. The above money must be paid to the Agency in full to be paid to the maid's family as compensation within 14 days of the maid being charged and sentenced by the court.
 - q. The Agency reserves the right to take whatever action required to secure all monies due to the maid. As stated in clause 13 (k) & (l), the Employer shall indemnify the maid in full for causing her to be put in prison. The family member of the maid can institute any legal action against the Employer.
14. **UPON COMPLETION OF CONTRACT OF 2 YEARS**
- a. The Employer to purchase an air ticket & send the maid home (one way) after completion of 2 years.
 - b. All balance monies belonging to the maid to be fully paid without any deductions unless the expenses approved by the Agency.
 - c. No deduction for whatsoever reason is allowed unless first approved by the Agency on her personal purchases like clothes, telephone calls made illegally in the employer's house and others. The maid cannot be made to sign any document agreeing to any deduction or payment. She must be paid her full salary till the last day she works unless there are expenses mentioned above approved by the Agency.
 - d. The Agency must be kept informed of her returning home.
 - e. As the maid's savings is kept with us, (if applicable) you are required to send the maid to our office to sort out her savings as it will be returned back to the maid.
15. **SENDING HOME OF MAID**
- a. The Agency must be informed if the maid is going to be sent back.
 - b. The maid must be made to write a letter stating clearly why she is sent home whether on completion of her contract or otherwise and the amount of money received.
 - c. The Agency will then arrange someone to meet and receive the maid in the airport in Phnom Penh
 - d. The Agency is responsible to see that all maids returning home be sent back to her home province.
 - e. In the event the maid is sent home without informing the Agency, then the Employer will bear all expenses incurred to locate the maid as required by the Authorities in Cambodia.
16. **MEDICAL BENEFITS & ACCESS TO THE MAID**
- a. The Agency will purchase a two-year insurance coverage for the maid for personal accident with hospitalization benefits.
 - b. The Employer is advised to purchase a runaway insurance policy for her maid.
 - c. The Agency reserves the right to check the maid & the Employer shall grant such request without fail.
 - d. The Agency shall be kept informed of any change in address so that the authorities will also be updated.
 - e. The maid shall be provided medical care in the event she is sick with full salary.
 - f. The Employer to provide for her daily / monthly sanitary needs like soap, toothbrush & paste, pads & others. These cannot be deducted from the maid's salary.
17. **INSURANCE POLICY**
- The Agency shall provide the maid insurance cover with a personal accident policy of Accidental Death or permanent Disablement – RM23,000.00 / hospitalization & surgery of RM3,000 and repatriation cost of death of not more than RM5,000.00, weekly medical benefits @ RM120.00 per week (maximum of 15 weeks) & medical expenses up to RM1,000.00 with excess of RM50.00.
18. **WITHDRAWAL OF MAID**
- The Agency reserves the right to withdraw the maid should the Employer breaches any part of the terms & conditions of this contract. Or when the safety of the maid is in question or when the employer is found to be abusive and have manhandled the maid. The Employer shall be responsible for all expenses to send the maid back to Cambodia & all the outstanding salaries be paid to the maid for the duration of her work done.
19. **RENEWAL OF WORKING PERMITS / EXIT PASS**
- a. In the event any renewal of permit is required by the Employer, the Agency can be contracted to do the renewal or the extension of any legal travel document & the sending home shall include the exit pass / check-out memo & transportation to the terminal. The fees charged are as follows:
 - i. 2nd year renewal of Levy , MRC Card , PKLS , Visa RM450.00 & medical check-up RM190.00 & Service charge RM230.00, Salestax RM11.50 in total is RM881.50 (Cambodian).
 - ii. 3rd year renewal of Levy, MRC Card , PKLS , Visa RM450.00 & medical check-up RM190 & Service charge RM430.00, Salestax RM21.50 in total is RM1091.50. And also for passport extension is RM300.00, insurance RM100.00.
 - iii. Cancellation – RM50.00 / Transport to LCCT – RM180.00
 - iv. The Employer is fully responsible to arrange the maid to have her working visa be renewed at least 3 months before the expiry date. The Agency cannot be held responsible if the Employer does not renew in time as reminders is sent out before 3 months of expiry and follow up phone reminders.

- b. In the event of 3rd year renewal and subsequent year employer required to purchase of PA insurance for the maid.

20. **GOVERNING LAWS**

- a. The Laws of Malaysia shall govern this Agency Agreement drawn up between Agency and the Employer.
- b. The Employer shall adhere to all the rules and regulation stipulated by the respective Authorities and the Employer shall be fully responsible to follow them without fail.
- c. The Immigration regulations on the import of maids into Malaysia are subject to change from time to time without prior notice. The Agency shall not be held responsible for any change that results in the delay of the maids coming into Malaysia or the application for Calling Visa and other relevant matters. All parties must adhere to such changes

21. **EMPLOYING MAID RETURNED TO US**

- a. The new employer is at liberty to employ any maid returned to the Agency by her old employer.
- b. The new Employer is at liberty to test her out on her work performance, attitude and character and if found suitable, the new employer can request that this maid be transferred to you with the knowledge and belief that this returned maid is acceptable to you.
- c. As such, this maid is no longer covered by the 3 months guarantee period as her new employer has tried and tested her for suitability and found to be suitable and acceptable.
- d. In the event she is found not suitable later & her new employer does not want her then the maid can be send her back to her source country or her new employer can request her to be transferred to another employer. The new employer cannot demand any compensation from the Agency.
- e. If this maid is to be sent home, you are required to buy an air ticket to send her home without any deduction. Her salary must be paid in full for the months she has worked with her employer.
- f. If a request for replacement is made, then clause 9a(i), (ii), (iii), & (v) and 12 (d) & (e) apply.

The above fees and charges and Governmental charges and procedures are subject to change without notice from time to time according to the respective Authorities. In the absence of this Standard Agency Agreement, the Recruiting Charges Schedule shall be constituted as a legal document and can be used in the court of law. This is to confirm that all terms and conditions have been read & understood, all relevant documents, information & data are true and accurate. All documents are properly attested and signed by relevant parties. The only person who can sign on behalf of the employer will be his legal wife and upon signing this document, it is deemed she has done it with the full understanding, consent of the employer and the employer shall be bound by the terms and conditions mentioned above. This agreement shall be in force and irrevocable through any succession in title or any takeover by another party.

IN WITNESSETH WHEREOF TO THE ABOVE, BOTH PARTIES HEREBY AGREED TO THE TERMS AND CONDITIONS MENTIONED ABOVE. BOTH PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS

.....DAY OF MONTHAND YEARAS
WRITTEN IN THIS CONTRACT.

.....
Signed on behalf of

.....
Standard Employer Contract

H
.....
Signed by / on behalf of Employer

Name:

Date:



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United Nations Inter-Agency Project on Human Trafficking



NORWEGIAN EMBASSY

COMMIT

COORDINATED MEKONG MINISTERIAL INITIATIVE AGAINST TRAFFICKING



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