

**THE RIGHTS OF AND PROTECTION FOR
INDONESIAN WOMEN MIGRANT WORKERS
WHO WORK AS DOMESTIC WORKERS IN
MALAYSIA**

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**Dissertation submitted in partial fulfillment of the requirements for the
degree of Master of Law.**

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ABSTRACT

There are many Indonesian women who try their luck by working overseas. The common reason is because they want to have a better life than before. There are certain processes that Indonesian female domestic workers have to go through before they begin to work overseas, such as the pre-placement process, the training process, the placement process and the repatriation process.

However, Indonesian female domestic workers face the risk of exploitation and abuse at every stage of the migration.

The main purpose of writing this dissertation is to identify and investigate the problem of how Indonesian female domestic workers become the victims of trafficking in persons and the extent of protection awarded under legislation as well as administrative procedures for the victims of trafficking. The research hopes to investigate, whether there are any loopholes during the process of employment; what kind of action both the Governments of Indonesia and Malaysia have taken to combat trafficking in persons; whether the law as well as administrative procedures provide adequate protection and whether they are sufficient. Subsequently, this research will also analyze the new Anti-Trafficking in Persons Act 2007 of Malaysia, that is whether this new law provides

adequate protection to victims of trafficking and whether it will help to minimize the problem of trafficking in persons into Malaysia which is often suffered by Indonesian female migrant workers in Malaysia. The final result of this dissertation is to highlight the need for better protection for Indonesian female domestic workers who work overseas especially in Malaysia.

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Malaysian Anti-Trafficking in Persons Act 2007 (Act 670)

Malaysian Private Employment Agencies Act 1981

Migrant Workers and Domestic Employees Act of 1995

Singapore Employment Agencies Act (Chapter 92, Section 29)

Singapore Employment Agency Rules

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- Malaysian Employment Act 1955
- Malaysian Immigration Act 1959/63 (Act 155)
- Malaysian Anti-Trafficking in Persons Act 2007 (Act 670)
- Malaysian Private Employment Agencies Act 1981
- Migrant Workers and Overseas Filipinos Act of 1995
- Singapore Employment Agencies Act (Chapter 92, Section 29)
- Singapore Employment Agency Rules
- “Undang-Undang Republik Indonesia No.21 Tahun 2007”* (Indonesian Anti-Trafficking in Persons Law No.21 of 2007)

LIST OF CONVENTIONS / INTERNATIONAL INSTRUMENTS

ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers.

Council of Europe Convention on Action against Trafficking in Human Beings.

ILO Convention of Migration for Employment No. 97 (Revised), 1949.

ILO Convention on Migrant Workers No. 143 (Supplementary Provisions), 1975.

ILO Private Employment Agencies Convention No. 181, 1997.

Memorandum of Understanding (MOU) between the Government of the Republic of Indonesia and the Government of Malaysia on Recruitment and Placement of Indonesian Domestic Workers, 2006.

United Nations Convention against Transnational Organized Crime.

United Nations Convention for the Suppression of the Traffic in Persons and of the Exploitation of the Prostitution of Others, 1949.

United Nations Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families.

United Nations Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children, supplementing the United Nations Convention against Transnational Crime, 2000.

United Nations Protocol against the Smuggling of Migrants by Land, Sea and Air, supplementing the United Nations Convention against Transnational Organized Crime.

The Universal Declaration of Human Rights 1948.

1.1 What is "Trafficking in persons"?

Trafficking in persons means different things to different people. It encompasses a complex array of problems and sensitive issues which many people interpret in different ways depending on their individual or organisational perspective.

The history of defining and combating trafficking has been a slippery one, full of extensive debate that has often resulted in infringing on the rights and protection for migrants, migrant workers, sex workers and women globally. The concept of trafficking has a long and confusing history. The concept first appeared in European conferences and meetings held in the late 19th and early 1900s trying to prevent the white slave trade in women from Europe to Asia and Eastern States as concubines or prostitutes.¹ Trafficking in persons was prohibited mainly as a prostitution-related activity.

¹ Foxberg, R. Trafficking: Transnational Children in Indonesia (2003), KIMC & Solidarity Centre, Jakarta, p. 11.

² <http://www.unhcr.org/refugees/trafficking/trafficking.html>

CHAPTER 1

INTRODUCTION

1.1 What is “Trafficking in persons”?

Trafficking in persons means different things to different people. It encompasses a complex array of problems and sensitive issues which many people interpret in different ways depending on their individual or organizational perspective.¹

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¹ Rosenberg, R, *Trafficking of Women and Children in Indonesia*, (2003), ICMC & Solidarity Centre, Geneva, p. 11

² <http://gaatw.net/publications/factpack.pdf>

The agreements and conventions from 1904 and 1910 identified trafficking as the movement of women for immoral purposes, i.e. prostitution. In 1949 the United Nations (UN) General Assembly adopted the UN Convention for the Suppression of the Traffic in Persons and of the Exploitation of the Prostitution of Others³, which replaced all the treaties adopted earlier in the century. The 1949 Convention has proved ineffective in protecting the rights of trafficked women and combating trafficking. In February 2000, Ms. Radhika Coomaraswamy stated:

“The Convention does not take a human rights approach. It does not regard women as independent actors endowed with rights and reason; rather, the Convention views them as vulnerable beings in need of protection from the “evils of prostitution”. As such the Convention does very little to protect women from and provide remedies for the human rights violations committed in the course of trafficking, thereby increasing women’s marginalization and vulnerability to human rights violation.”⁴

The UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention Against Transnational Crime⁵, adopted by the General Assembly on November 2000, contains the first-ever internationally agreed upon definition of trafficking.⁶

In Article 3(a) of the UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, “trafficking in persons” shall mean the

³ UN Convention for the Suppression of the Traffic in Persons and the Exploitation of the Prostitution of Others

⁴ Integration of Human Rights of Women and the Gender Perspective, E/CN.4/2000/68 February 2000, Report of the Special Rapporteur on violence against women, its causes and consequences, Ms. Radhika Coomaraswamy

⁵ UN Convention Against Transnational Crime

⁶ Supra footnote 1

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.

Definition of “trafficking in human beings” in Article 4(a) of the Council of Europe Convention on Action against Trafficking in Human Beings is the same with the definition in Article 3(a) of the UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children.

Indonesia is one of the source countries of trafficked women. The most common sectors where women are trafficked in Indonesia are as follows: migrant work, domestic work and sex work. To minimize the problem of trafficking, the Government of Indonesia passed a new law, “*Undang-Undang Republik Indonesia No. 21 Tahun 2007*” (Indonesian Anti-Trafficking in Persons Law No. 21 of 2007). Recently, the government of Malaysia also passed a Bill in Parliament on Anti-Trafficking in Persons⁷, meaning there are steps taken by both governments in order to settle the problem.

⁷ The Malaysian Anti-Trafficking in Persons Act 2007 (Act 670)

Under Article 1 of the Indonesian Anti-Trafficking in Persons Law No. 21 of 2007, the definition of trafficking in person is the recruitment, transportation, 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 and receiving of payments or benefits to achieve the consent of a person having control over another person, whether take place inside or outside the country, for the purpose of exploitation. Exploitation means actions with or without the consent of a person which includes prostitution, forced labour or services, slavery or practices similar to slavery, physical exploitation, sexual exploitation or the removal of organs in order to receive benefits.

The definition of “trafficking in persons” or “traffics in persons” in section 2 of the Malaysian Anti-Trafficking in Persons Act 2007 means the recruiting, transporting, transferring, harbouring, providing, or receiving of a person for the purpose of exploitation. “Exploitation “ means all forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude, any illegal activity or the removal of human organs.⁸

The definition of “trafficking in persons” in the Indonesian Anti-Trafficking in Persons Law No. 21 of 2007 and the Malaysia Anti Trafficking in Persons Act 2007 are similar with the definition in Article 3(a) of the UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children. Looking at the various definitions of “human trafficking”, we realize the scope of human trafficking is not only

⁸ Supra footnote 7, Article 2

limited to sexual exploitation; it also includes forced labour or services and slavery or practices similar to slavery.

There are some causes of trafficking, which include:⁹

- a. Profitability;
- b. Growing deprivation and marginalization of the poor;
- c. Insufficient penalties against traffickers;
- d. According to the UN, a major factor that has allowed the growth of sexual trafficking is “Governments and human rights organizations alike have simply judged the woman guilty of prostitution and minimized the trafficker’s role”;
- e. Driven by demands; demand is high for prostitutes and other forms of labor in host countries. Therefore there is a very profitable market available to those who wish to become handlers.

There is no definition of the term “victim of trafficking” in UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children. In this Protocol, the trafficked persons are referred to as victims. Under article 4(e) of the Council of Europe Convention on action against Trafficking in Human Beings, the definition of the term “victim” shall mean any natural person who is subject to trafficking in human beings as defined in this article.

⁹ Supra footnote 1

There are several other international instruments which exist for the protection against trafficking in persons, which are as follows:

- a. United Nations Convention against Transnational Organized Crime^{10,11}

This Convention¹² is entered into force on 29 September 2003, in accordance with article 38. There are 147 signatories and 147 parties.¹³

- b. Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime;

This Protocol¹⁴ was enforced on 25 December 2000 in accordance with Article 17¹⁵ of this Protocol. There are 117 signatories and 127 parties¹⁶. The purposes of this Protocol are:¹⁷

¹⁰ "transnational organized crime" means serious crime or offence which committed by a group of three or more persons, such as: money laundering, corruption, drug trafficking, trafficking in human beings, trafficking in firearms and smuggling of migrants.

¹¹ UN Convention against Transnational Organized Crime

¹² Supra footnote 10

¹³ "Signatories to the United Nations Convention against Transnational Crime and Its Protocols" (<http://www.unodc.org>)

¹⁴ Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children

¹⁵ Ibid, Article 17:

1. This Protocol shall enter into force on the ninetieth day after the date of deposit of the fortieth instrument of ratification, acceptance, approval or accession, except that it shall not enter into force before the entry into force of the Convention. For the purpose of this paragraph, any instrument deposited by regional economic integration organization shall not be counted as additional to those deposited by member States of such organization.
2. For each State or regional economic integration organization ratifying, accepting, approving or acceding to this Protocol after the deposit of the fortieth instrument of such action, this Protocol shall enter into force on the thirtieth day after the date of deposit by such State or organization of the relevant instrument or on the date this Protocol enters into force pursuant to paragraph 1 of this article, whichever is the later.

- (a) To prevent and combat trafficking in persons, paying particular attention to women and children;
 - (b) To protect and assist the victim of such trafficking, with full respect for their human rights; and
 - (c) To promote cooperation among State Parties in order to meet those objectives.
- c. Protocol against the Smuggling of Migrants¹⁸ by Land, Sea and Air, supplementing the United Nation Convention against Transnational Organized Crime;

This Protocol¹⁹ enforced on 28 January 2004, in accordance with article 22 of this Protocol. There are 112 signatories and 119 parties²⁰. The purpose of this Protocol²¹ is to prevent and combat the smuggling of migrants, as well as to promote cooperation among State Parties to that end, while protecting the rights of smuggled migrants.²²

¹⁶ Supra footnote 12

¹⁷ Supra footnote 13, Article 2.

¹⁸ "smuggling of migrants" means the procurement, in order to obtain, directly or indirectly, a financial or other material benefit, of the illegal entry of a person into a State Party of which the person is not a national or a permanent resident.

¹⁹ Protocol against Smuggling of Migrants by Land, Sea and Air supplementing the United Nation Convention against Transnational Crime.

²⁰ Supra footnote 12

²¹ Supra footnote 17

²² Ibid, Article 2.

1.2 Purpose and Scope of Research

This research sets out to identify and investigate the problem of how Indonesian female domestic workers become the victims of trafficking in persons and the extent of protection awarded under Malaysian legislation as well as Malaysian administrative procedures for the victim of trafficking, and what kind of protection do they get. The research hopes to investigate, whether there are any loopholes during the process of employment; what kind of action both the Governments Indonesia and Malaysia have taken to combat trafficking in persons; whether the law as well as administrative procedures provide adequate protection. This research will also analyze the new Anti-Trafficking in Persons Act 2007 of Malaysia. That is whether this new law provides adequate protection to victims of trafficking and whether it will help to minimize the problem of trafficking in persons into Malaysia which is often suffered by Indonesian female migrant workers in Malaysia.

1.2.1 Research Methodology

Apart from secondary sources of information obtained through library research, including internet research, this paper also focuses upon primary data obtained through interviews with various persons and agencies in Malaysia and Indonesia.

The methods used for this study are as follows:

- a. library research method and internet research method;

Library research method is the practice of using library, to collect data from books, journals, articles, theses, etc.

Internet research method is the practice of using internet, especially the World Wide Web, for research. It can provide practically instant information on most topics, and is having a profound impact on the way in which ideas are formed and knowledge is created.

- b. interview.

The purpose of the interview is to obtain quantifiable and comparable information relevant to the topic of the research. The type of interview used is semi structured interviews.

The interviews took place in Malaysia and also in Jakarta. In Malaysia, 20 Indonesian female migrant workers who have been working in Malaysia were interviewed. Generally, these women are in the age of 20-40 years. Other people interviewed consist of lawyers, NGO and the staff from the Indonesian Embassy.

In Jakarta, interviews were conducted with people from government organizations and non governmental organization, such as The Migrant Care.

1.2.2 Outline of Chapters

Chapter 2 will begin with the pre-placement process of the Indonesian domestic workers. There are explanations about who can be domestic workers, whether there are any conditions for becoming domestic workers, who can recruit these domestic workers, how the recruitment process takes places in Indonesia, what are the problems, weaknesses and loopholes during this recruitment process. A comparative analysis will also be made with recruitment process in the Philippines.

Chapter 3 will deal with the placement of the Indonesian female domestic worker in Malaysia. There are explanations about who will be responsible for the placement of these workers, who can be employer of these workers and what are the conditions, what are the problems, weaknesses and loopholes during the placement process in Malaysia, and comparative analysis.

Chapter 4 will focus on the problems that these Indonesian female domestic workers face during their time of employment in Malaysia. There are many problems, such as unpaid wages, physical abuse and sexual abuse. This chapter will also explain what are the Malaysian rules and protection for these Indonesian female domestic workers, what are the steps that both Governments (Indonesia and Malaysia) have taken to minimize these problems and a comparative study with other countries' regulations.

Chapter 5 will deal with the remedial measures. There are explanations about how to settle the problems that these Indonesian female domestic workers face, who can help them to settle the problems, what kind of protection they receive and also a comparative analysis with remedial measures in other jurisdiction.

Chapter 6 will conclude with recommendations and proposals.

1.2.3 Problems and Limitations

There were not many materials, particularly textbooks on Indonesian female domestic workers. Most of the materials regarding Indonesian female domestic workers were collected by internet research.

As for interviews, it was difficult to fix appointment dates within the planned timeframe for data collection to be completed since the dates depended more on the availability of time of the respondents. While the interview with Indonesian female domestic workers was being carried out, sometimes they were shy to tell their stories so different approaches have to be tried. It was also difficult to interview these Indonesia female domestic workers when these women were already sent back to her original place (home country).

However, there is a lot of support from the Indonesian Embassy. The Indonesian Embassy really supports students who make research in the Embassy. They are

cooperative and willing to provide data. The only problem with interviewing government officials was the difficulty to fix appointment dates with them due to their tight schedule.

CHAPTER 2

THE PRE-PLACEMENT PROCESS OF INDONESIAN FEMALE DOMESTIC WORKERS OVERSEAS (MALAYSIA)

2.1 Introduction

There are many Indonesian women who try their luck by working overseas. The common reason is because they want to have a better life than before. Most of their income is uncertain and not enough to meet their daily living expenses. Migration to work overseas has increased due to the higher number of jobs offered overseas which are also more varied and more promising. Most follow the footsteps of family or friends who have already migrated earlier, while others are influenced by agents whose role is significant in the recruitment process.

Before these women may begin to work overseas, there are certain processes that they have to go through:

- a. the pre-placement process;

This process consists of arrangement of the *Surat Izin Pengerahan* (SIP), recruitment and selection, education and training, medical check up and psychology test, arrangement of documents, competency test, pre-departure orientation programme or *Pembekalan Akhir Pemberangkatan* (PAP) and departure.²³

Surat Izin Pengerahan (SIP) is a license which is granted by the Indonesian Government to an agency for recruiting candidates from some areas, for specific jobs and to be hired by prospective employers for certain period of time.²⁴ This license is non-transferable, and anyone found doing so would be committing an offence²⁵ and is liable to imprisonment for a minimum of 1(one) year and maximum 5 (five) years or to fine for minimum Rp1 billion and maximum Rp5 billion.²⁶

- b. the placement process;
- c. the repatriation process.

²³ Article 31 of the Indonesian Law No. 39 of 2004

²⁴ Article 1 of the Indonesian Law No. 39 of 2004

²⁵ Article 33 of the Indonesian Law No. 39 of 2004

²⁶ Article 102 (1) of the Indonesian Law No. 39 of 2004

2.2 The Recruitment of Indonesian Female Domestic Workers

The definition of the term “recruitment” is the process of finding the right people for the right job or function. This is usually undertaken by recruiters, employment agency or a member of staff at a business or organization looking for recruits. For purposes of this paper, the recruiter refers to the Indonesian Recruitment Agencies which recruit Indonesian female domestic workers.

Recruitment is one of the pre-placement processes. This process starts with giving information to the prospective Indonesian migrant worker about:

- a. the recruitment procedure;
- b. the documentary requirements;
- c. rights²⁷ and obligations²⁸ of the prospective Indonesian migrant worker;
- d. situation, condition, and risk in the destination country; and
- e. the protection procedure for the Indonesian migrant worker.

In article 8 of the Indonesian Law No. 39 of 2004, every prospective Indonesian worker has the same right and opportunity to:

- a. work overseas;
- b. get the real information about employment market and placement procedure in overseas;
- c. get the same service and treatment from placement in overseas;

²⁷Article 8 of the Indonesian Law No. 39 of 2004

²⁸Article 9 of the Indonesian Law No. 39 of 2004

- d. have freedom of religion and belief and also to practice his/ her religion and belief;
- e. receive wages based on the standard wages in destination country;
- f. have the same right, opportunity and treatment with other foreign workers based on the regulation in destination country;
- g. are guaranteed legal protection based on the regulation of action which underestimate dignity and prestige also violation of the rights;
- h. get social security for the repatriation of the workers;
- i. get the original copy of working agreement.

Every prospective Indonesian worker has the obligation to:²⁹

- a. obey the regulation in the country and also in the destination country;
- b. obey and do the work based on the working agreement;
- c. pay the service of placement based on the regulation;
- d. inform about his' her arrival, location and departure to the Indonesian delegation in destination country.

2.2.1 What is an Indonesian Recruitment Agency?

Under Article 1 of the Indonesian Law No. 39 of 2004, Indonesian Recruitment Agency (*PJTKI*) is a company or employment agency which has the written permit from the Government to send domestic workers overseas.

²⁹ Supra footnote 26

The definition of Indonesian Recruitment Agency (IRA) in the Memorandum of Understanding (MOU) between the Government of the Republic of Indonesia and the Government of Malaysia on Recruitment and Placement of Indonesian Domestic Workers³⁰ is an Indonesian recruitment agency approved by the Indonesian Government for the purpose of recruiting Indonesian Domestic Workers.³¹

To become a *PJTKI*, a company has to get a *SIPPTKI* (*Surat Ijin Pelaksanaan Penempatan TKI*) from the Minister. *SIPPTKI* is a licence granted by the Minister to a company which registers as a private employment agency. The recruitment agency is prohibited to transfer this licence (*SIPPTKI*) to any other party.³² By doing so the agency would be committing an offence and liable to imprisonment for minimum 1 (one) year and maximum 5 (five) years or to fine for minimum Rp1 billion and maximum Rp5 billion.³³ There are certain conditions that need to be fulfilled for a company to get the *SIPPTKI*, as follows:³⁴

- a. the agency should be a company or *Perseroan Terbatas (PT)*;
- b. the minimum capital outlay for an agency is Rp3 billion;
- c. the agency is required to have a monetary guarantee deposited in a bank nominated by the Ministry of Manpower. The amount is Rp15 million;
- d. the agency must have prepared a business plan of three successive years;
- e. the agency must have a work training unit; and

³⁰ Memorandum of Understanding between the Government of the Republic Indonesia and the Government of Malaysia on Recruitment and Placement of Indonesian Domestic Workers, May 13th, 2006

³¹ Ibid, Article 1

³² Article 19 of the Indonesian Law No. 39 of 2004

³³ Supra footnote 24

³⁴ Article 13 of the Indonesian Law No. 39 of 2004

- f. the agency must own complete facilities.

Under the MOU 2006, responsibilities of the Indonesian Recruitment Agency (IRA) are:³⁵

- i. IRA shall be responsible to provide potential Domestic Workers according to the Employer's specification to be interviewed and/or selected by the Employer or Malaysian Recruitment Agency (MRA);
- ii. IRA shall be responsible on behalf of the Domestic Workers to obtain the necessary travel documents and to arrange for medical examination at the designated medical centers in Indonesia;
- iii. IRA shall ensure that the Domestic Workers who are to be interviewed and selected are certified fit and healthy by the medical authorities in Indonesia;
- iv. IRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Domestic Workers during the selection exercise;
- v. IRA shall be responsible to furnish the Domestic Workers with a copy of their passport; the original contract of placement, information and particulars of Employer, and contact person of the Indonesian Mission, MRA and IRA;
- vi. IRA shall provide a substitute Domestic Worker in the event of abscondment of the Domestic Worker or such Domestic Worker

³⁵ Supra footnote 20, see Appendix A

- has been certified as medically unfit during the first three (3) months as agreed between IRA and MRA or/and the Employer;
- vii. IRA shall ensure that the Domestic Workers provided to the Employer fulfill the specification as required by the Employer;
 - viii. IRA shall be responsible for the repatriation cost of the Domestic Workers who are not certified fit and healthy from the medical examination conducted under paragraph B(x) above;
 - ix. IRA shall maintain and update records of the Employer and the Domestic Workers including the Domestic Workers' next of kin. The IRA shall keep the Malaysian Mission in Indonesia informed on such update records;
 - x. IRA shall comply with the fees for the recruitment and placement of Domestic Workers as agreed upon by the relevant Malaysian and the Indonesian authorities;
 - xi. IRA shall not operate/conduct the business of recruitment and placement Domestic Workers in Malaysia.

An example of the common recruitment process consists of the IRA receiving an order from MRA for domestic workers. If the agency does not have anyone in training for that job requirement, they will contact a sponsor. The sponsor will bring a number of people that they had recruited from the candidates' home towns and the sponsor charges fees. IRA will give the candidate an aptitude test. If the test results are good, the candidate will go through a medical check-up before training. The training process will take place in training centers or *Balai Latihan Kerja (BLK)*. After the completion of the training, the

candidate will have to pass the competency test prescribed by the government, then the IRA will arrange the candidates' passport and other documents, including air ticket to the destination country. Before the candidates' departure, the IRA will have to arrange for a pre-departure orientation program or *Pembekalan Akhir Pemberangkatan (PAP)*.

The Indonesian Recruitment Agencies are the administering agencies of Indonesian Workers' Placement Overseas (*Pelaksana Penempatan Tenaga Kerja Indonesia (TKI) di Luar Negeri – PPTKILN*) or we can call it as *PJTKI (Perusahaan Jasa tenaga Kerja Indonesia)*.

There are currently four known *PJTKI* associations that send workers, including domestic helpers, overseas: *Asosiasi Perusahaan Jasa Tenaga Kerja Indonesia (APJATI)*, *Indonesian Employment Agency Association (IDEA)*, *Asosiasi Penempatan Jasa TKI Asia Pasifik (Ajaspac)* and *Himpunan Pengusaha Jasa TKI (Himsataki)*. There were then 400 *PJTKI* registered as members of *APJATI*, 196 of which were servicing the Asia Pacific region.³⁶

Example of *PJTKI* who send Indonesian workers to Malaysia are as follows:

- (i) *PT. Mega Buana Citra Masindo*

PT. Mega Buana Citra Masindo is a well-known Indonesian recruitment agency in Indonesia. This company was formed in 1990 and has sent many workers to overseas. It is under the Laenaco Group, the owner and CEO of this group is Mr. Idris Laena. Mr. Idris is a businessman who is really concerned about Indonesian workers. In June 2002,

³⁶ Anggraeni, D, "*Dreamseekers: Indonesian Women as Domestic Workers in Asia*", Equinox Publishing, Jakarta, 2006, page 181

he and his partners form *Himpunan Lembaga Pelatihan Tenaga Kerja Indonesia* (*Hilpataki*). The purpose of this organization is to prepare good skilled workers. His *PJTKI* has a training center or *Yayasan Pengembangan Tenaga Kerja Indonesia* (*YPTKI*) which is located in Bekasi. This *BLK* is equipped with all facilities. This company has 17 branch offices, such as in Cirebon, Bandung, Ciamis, Pekalongan, Semarang and Surabaya.³⁷

(ii) *PT. Anugerah Usaha Jaya*

PT. Anugerah Usaha Jaya is located in Buduran, Sidoarjo, East Java. They are one of the largest and well established authorized manpower recruiting agencies in Indonesia. The aim of this company is to provide best services to their valued clients by supplying technically competent and motivated manpower at reasonable and competitive cost. They provide workers from various provinces in Indonesia (such as Manado, Flores, Sumba, Kupang, Sulawesi, Bali and East Java) to Singapore, Malaysia, Brunei, Hongkong, Taiwan and Cyprus. Mr. Benedictus P. Kedang STP is the President Director of this company.

PT. Anugerah Usaha Jaya has a training center with full facilities. Their trainers are certified and have previous backgrounds such as in the nursing field, professional cleaners with hotel industry experience and various language teachers (fluent in English/Mandarin/Cantonese). There are trained in cooking practice, toilet cleaning

³⁷ *Ensiklopedi Tokoh Indonesia "Sukses dengan Falsafah Kuda"*
(<http://www.tokohindonesia.com/ensiklopedi/i/idris-laena/index.shtml>)

practice, ironing practice, baby caring practice, elderly caring practice and language class.³⁸

Not every recruitment agency are good agencies. The above examples are good recruitment agencies. In reality, there are still recruitment agencies which are only concerned with profits and do business only for their own benefits. They manipulate domestic workers and do not even care about the condition of these workers.

To recruit candidates from remote rural regions, Indonesian recruitment agencies have to rely on sponsors because the agencies were only to set up branches in provincial capitals.

2.2.2 Who are the sponsors?

According to Dewi Anggraeni³⁹, “There is no one single image we can use as a stereotype of sponsors. They range in age from approximately twenty-four to sixty-five. Most of them, however, live in the same regency as the women they seek to recruit. Some are even their own village heads, or the wives of the village heads.”

The sponsors are not legally bound to anyone. They make their own rules and have their own *modus operandi*. As the recruited candidates agreed to go with a sponsor to a *PJTKI*, the sponsor would extract a sum of money from the candidate. The sponsors would also charge the *PJTKI* a certain fee for providing the candidates.

Why is it that the recruitment agency do not go direct to the candidates? It is because the recruitment agencies only set up branches in provincial capitals not in remote rural

³⁸ The official website of PT. Anugerah Usaha Jaya (<http://www.auj.co.id>)

³⁹ Supra footnote 26, page 193

regions. By relying on sponsor or middleman, there are inefficient costs that need to be paid by the agency for the sponsor's fee. This path opens the way for corruption. We never know how much money that the candidate owes to the sponsor as there is no specified amount. It is because there are different types of sponsors and these sponsors' fees are different from one to another that leads to corruption is at the recruitment level.

The Indonesian Law No. 39 of 2004 requires everyone who aspires to work overseas to register with the local region's Manpower Office⁴⁰ and the *PJTKI* draw on the register instead of relying on sponsors⁴¹. The question is how is it going to be implemented? For example, if the candidates are from remote rural regions, they need to travel all the way from their place to register themselves in the local region's Manpower Office which is costly for them. Sometimes these candidates do not have the money to pay for the transport. It is unfortunate but that is the reality. That is why until now these candidates are still relying on the sponsors. Does this mean that reliance on sponsors is now illegal? Although this new requirement means that the IRA and Indonesian domestic workers do not need to rely on sponsors anymore but in practice we can see a lot of domestic workers are still relying on sponsors. This is because it is difficult for the IRA to recruit migrant workers from remote areas whereby only sponsors can help them to bring these migrant workers' candidates. During an interview with Ms. Anis Hidayah⁴², the President of Migrant Care Indonesia (Indonesian NGO), she said that: "The implementation of the Indonesian Law No. 39 of 2004 is not effective." She also said that most of the sponsors are working with the IRA as a field officer. The sponsors help the IRA to get the workers

⁴⁰ Article 36(1) of the Indonesian Law No. 39 of 2004

⁴¹ Article 37 of the Indonesian Law No. 39 of 2004

⁴² Interview with Ms. Anis Hidayah on 3rd August 2007 at Migrant Care's Office

and in return the IRA will pay them such amount. That is why we cannot say that relying on sponsors is illegal because this new law is ineffective and there is no provision which states sponsors are illegal.

2.2.3 The Indonesian Female Domestic Worker

The definition of Indonesian migrant worker or *Tenaga Kerja Indonesia (TKI)* is a citizen of the Republic of Indonesia who fulfilled the conditions to work overseas for certain period of time and receive wages.⁴³

The conditions that need to be fulfilled by the candidate to become a *TKI* are as follows:⁴⁴

- a. be at least 21 years of age;
- b. physically and mentally healthy;
- c. not pregnant; and
- d. to have at least completed junior secondary school (Year Nine).

Any person who breaches Article 35 of the Act⁴⁵ is liable to imprisonment for minimum 1 (one year and maximum 5 (five) year or to fine for minimum Rp1 billion and maximum Rp5 billion.

Under Article 1 of the MOU 2006⁴⁶, “Domestic Worker” means a citizen of the Republic of Indonesia who is contracted to work in Malaysia for a specified period of time for

⁴³ Article 1 of the Indonesian Law No. 39 of 2004

⁴⁴ Article 35 of the Indonesian Law No. 39 of 2004

⁴⁵ The Indonesian Law No.39 of 2004

⁴⁶ Supra footnote 28

specific individual as a domestic servant as defined in the Employment Act 1955, the Labour Ordinance Sabah (Chapter 67) and the Labour Ordinance Sarawak (Chapter 76).

In the MOU 2006⁴⁷, the Government of the Republic of Indonesia agrees to ensure that the Domestic Workers who are selected to work in Malaysia shall satisfy the following conditions prior to entry into Malaysia:

- (a) be at least 21 years of age but not more than 45 years of age;
- (b) possess sufficient knowledge of Malaysian laws, culture and social practices;
- (c) possess the ability to communicate either in Malay and/or English language;
- (d) satisfy Malaysian immigration procedures in Malaysia;
- (e) must be certified fit and healthy in accordance with the requirements of the relevant authorities in Malaysia and Indonesia; and
- (f) do not possess any previous criminal records.

Although there is regulation regarding the minimum age but anecdotal evidence reveals that in practice there are many underaged workers. Some of them come to Malaysia through illegal channel and some of them falsify their age in official documents. For example:

*Example 1: Sanih*⁴⁸

Sanih came from Indramayu, West Java where her family lives. She came to Malaysia to work as a domestic worker. She was born in 1985, but her passport stated she was born in 1980.

⁴⁷ Ibid

⁴⁸ Interview with Sanih on 22 March 2007 at the Indonesian Embassy in Kuala Lumpur and see Appendix F

*Example 2: Nur*⁴⁹

Nur is a domestic worker who came from Sambas, West Kalimantan. She entered Malaysia with a false document because in her official document, her age is written three years older than her real age.

If we compare with the Philippines, one of the countries which send domestic workers to Malaysia, the government of the Philippines is very strict regarding the policies to send workers overseas. In the Philippines, the state has developed a highly regulated overseas contract workers management system through the Philippine Overseas Employment Administration (POEA). The POEA provides oversight over recruitment and deployment and monitors the working conditions of migrants.⁵⁰ The POEA Governing Board recently approved a series of resolutions designing policy reforms that seek to improve the lot of household workers. These new policies took effect on December 16, 2006. The minimum age for household workers is 23 years old in order to improve the preparedness and maturity of the household workers.

Regarding the recruitment process, Part II of the Migrant Workers and Overseas Filipinos Act of 1995 cover the subject of illegal recruitment. Under section 6 of this Act⁵¹, the definition of illegal recruitment shall mean any act of canvassing, enlisting, contracting, transporting, utilizing, hiring, procuring workers and includes referring, contact services, promising or advertising for employment abroad, whether for profit or not, when

⁴⁹ Interview with Nur on 22 March 2007 at the Indonesian Embassy in Kuala Lumpur and see Appendix F

⁵⁰ Kaur, A, *Wage Labour in Southeast Asia Since 1840: Globalization, the International Division of Labour and Labour Transformations (Modern Economic History of Southeast Asia)*, (2003), Palgrave Macmillan, p.227

⁵¹ The Migrant Workers and Overseas Filipinos Act of 1995

undertaken by a non-licence or non-holder of authority contemplated under article 13(f) of Presidential Decree No. 442 as amended, otherwise known as the Labor Code of the Philippines : Provided, that such non-license or non-holder, who, in any manner, offers or promises for a fee employment abroad to two or more persons shall be deemed so engaged. It shall likewise include the following acts⁵², whether committed by any persons, whether a non-licensee, non-holder, licensee or holder of authority.

In 1987 the Government of Philippines and the Government of Malaysia came to an agreement on a standard employment contract for Filipino domestic workers. In the standard employment contract, the parties agreed and declared the workers are to be hired for a period not more than two consecutive years, shall be paid a minimum monthly salary of not less than US Dollars Two Hundred (US\$200.00) to be paid in its equivalent in Malaysia currency, shall not work more than ten (10) hours and shall be given at least a continuous period of eight (8) hours of sleep. The workers shall be given a day-off which shall preferably be on Sunday and also other benefits such as: a free return airfare, suitable accommodation and three square meals a day, free medical service and free board and lodging.

There are provisions regarding the recruitment process of Indonesian domestic workers in the Indonesian Placement and Protection for Indonesian Migrant Workers Overseas Act No. 39 of 2004. It is in Chapter V Paragraph 2 Article 34-40. This new law only regulates about how to start the recruitment process, who can be recruited as domestic workers, who can do the recruitment process but does not mention about the illegal recruitment. This is perceived as weakness in the new law, it makes the implementation of this law

⁵² Ibid and the Labor Code of Philippines

ineffective. Indonesian workers are excluded from most of labour protection stipulated under Malaysia's employment laws and recent bilateral labour agreements with Indonesia.⁵³

On May 13th, 2006 the Government of the Republic of Indonesia and the Government of Malaysia signed an MOU setting out a standard contract for Indonesian domestic workers in Malaysia. The standard contract for Indonesian domestic workers in Malaysia only stipulates the duties and responsibilities of the domestic workers, duties and responsibilities of the employer and do not specify the working hours, rest period, day off, accommodation, meals and medical benefits. The MOU 2006⁵⁴ does not mention about protection for the workers.⁵⁵ Indonesian domestic workers therefore have poor bargaining power in Malaysia when compared to Filipino domestic workers.

2.3 The Training Process

After the candidates have been recruited, they will be staying in a holding centre to wait the processing of documents and finalization of job placement. Waiting period can last from a few weeks to several months.

The term "training" refers to the acquisition of knowledge, skills, and competencies as a result of the teaching of vocational or practical skills and knowledge that relates to specific useful skills.

⁵³ Kaur, A, *International Labour Migration in Southeast Asia: Governance of Migration and Women Domestic Workers*, p. 13 (<http://intersections.anu.edu.au/issue15/kaur.htm>)

⁵⁴ Supra footnote 28

⁵⁵ See Appendix B & C

Every prospective Indonesian worker has the right to get education and training based on the job order. The purpose of this education and training, are as follows:⁵⁶

- a. to provide, to place and develop the work competency of prospective Indonesian workers ;
- b. to give knowledge and understanding about the situation, condition, tradition, religion, culture, and the risk working overseas;
- c. to provide the communication skills of language in destination country;
- d. to give them knowledge and understanding about their rights and obligations.

The training of these candidates take place in training centers or *Balai Latihan Kerja (BLK)*. Their training covers a range of subjects, from how to clean a house, cook, take care of babies or senior citizens and learn foreign languages. But not all Indonesian recruitment agencies have their own training centers. If they do not own it, each of PJTKI has working arrangement with a particular accredited BLK. There are many training centers in Indonesia, for example:

- (i) In Cilacap, Central Java, the government built a *Balai Latihan Kerja Luar Negeri (BLKLN)* in order to prepare the candidates who want to work overseas as domestic workers. This BLKLN located on *Jalan Oerip Soemohardjo* in Transito Transmigration Cilacap Hostel Complex. At the *BLKLN*, the tutor taught them how to use kitchen utensils, gardening utensils and other household utensils. They are also taught how to use the language in the country of destination, for example, Bahasa Melayu in Malaysia.⁵⁷

⁵⁶ Article 42 (2) of Indonesian Law No. 39 of 2004

⁵⁷ "Suara Merdeka", 27 December 2005

(ii) *PT. Bama Mapan Bahagia*⁵⁸

PT. Bama Mapan Bahagia started their business in providing Indonesian domestic workers since 1985. This company has their own training centers which are located in Bogor, Surabaya and Bekasi. Currently, they are supplying workers to Hong Kong, Malaysia and Singapore. Their domestic workers are trained in general housework including cooking, making bed, cleaning bathroom, language training (English for Singapore market, Cantonese for Hong Kong market, Bahasa Melayu and simple English for Malaysia), babysitting and elderly care. They have 79 members of staff and instructors with very disciplined training program that starts at 8 a.m. and end at 9 p.m. daily. All domestic workers are being trained at up-to-date facilities that are designed to resemble real life situation in Hong Kong, Singapore and Malaysia.

After the completion of training program, the candidates' domestic workers will have to pass competency test required by the Government. If they pass the test, they will get the work competency certificate. This certificate is a must because it is one of the documents required to work overseas. Recruitment agencies are prohibited to place candidates which have failed the competency test.⁵⁹ Any person who is guilty of an offence under article 45 of the Act be liable to imprisonment for a minimum of 1 (one) year and maximum 5 (five) years or to fine for minimum Rp1 billion and maximum Rp5 billion.⁶⁰

Under article 49 of the Indonesian Law No. 39 of 2004, every candidate shall undergo medical check up and psychology test in places appointed by the government. The

⁵⁸ The official website of *PT. Bama Mapan Bahagia* (<http://www.bamamapan.com>)

⁵⁹ Article 45 of the Indonesian Law No. 39 of 2004

⁶⁰ Supra footnote 24

purpose of this is to find out about the health condition and psychology level of preparedness and personality adaptation of the candidates with the future job in destination country.⁶¹ A recruitment agency is prohibited to place candidates who failed the medical check-up and psychology test.⁶²

2.4 The Documentary Requirements

There are documents that need to be prepared by the candidates before they work overseas, such as:⁶³

- a. *Kartu Tanda Penduduk (KTP)* or Identity Card, Education Certificate, Birth Certificate;
- b. Marriage Certificate for those who are married;
- c. Permission letter from husband or wife, parents, or sponsor;
- d. Job competency certificate;
- e. Result from medical check up and psychology test that approve that she is healthy physically and mentally;
- f. Passport issued by the Immigration;
- g. Work permit;
- h. Work placement agreement;
- i. Working agreement;

⁶¹ Article 48 of the Indonesian Law No. 39 of 2004

⁶² Article 50 of the Indonesian Law No. 39 of 2004

⁶³ Article 51 of Indonesian Law No. 39 of 2004

- j. *Kartu Tenaga Kerja Luar Negeri (KTKLN)* or temporary identity card for Indonesian workers who fulfilled the condition and procedure to work overseas.

Recruitment agencies have to make sure that the candidates have all the documents which is required by the government. Recruitment agencies are also responsible for this. Failure to comply is an offence and is liable to imprisonment for a minimum of 1 (one) year and maximum 5 (five) years or to fine for minimum Rp1 billion and maximum Rp5 billion.⁶⁴

2.5 The Weaknesses of Recruitment Process

There are several weaknesses of the recruitment process:

a) Falsification of documents and corruption.

There have been many cases of Indonesian female domestic workers who falsified their documents during the recruitment process. The reason is because there is a regulation regarding the minimum age to work overseas. Most of these domestic workers are young women with no experience and without a good background education. These women are not aware of the risks involved due to their young age.

KTP or Indonesian Identity Card is a must for Indonesian People and to get this *KTP*, there is a minimum age of 17 years old. The formal procedure for Indonesians to obtain the *KTP* is: there are some documents you need to submit, such as birth certificate, *Kartu Keluarga (KK)* or Family Card and copies of your photos. Throughout the process, government officials can be persuaded to falsify information in the documents. By

⁶⁴ Supra footnote 24

processing false document, this recruitment agency is making the position of these domestic workers vulnerable to abuse.

b) Illegal fees and debt bondage.

Most candidates of domestic workers come from poor families and live in the remote rural region areas. That is why many of them depend on the sponsor. The sponsor will give them loan and they will repay when they start earning their salary. The sponsor also often charge recruitment fee to the domestic workers. Some sponsors charge them with exorbitant fees which leads to debt bondage.

c) Recruitment agent does not provide sufficient information.

There are many cases whereby these domestic workers do not know about the kind of job that they will be performing, the location of the workplace and also the situation and condition at the workplace. The recruitment agency only provides limited information to these domestic workers. This is wrong because under article 34 (1) of the Indonesian Law No. 39 of 2004, the recruitment process starts with the giving of information to the candidates about the recruitment procedure; document requirement; rights and obligation of the candidates; situation, condition, and risk in the destination country and the protection procedure for the Indonesian migrant workers. The recruitment agency should provide sufficient information to the domestic workers so they have a perspective about the job that they will be performing, the situation, condition and risk in the destination country. By doing this, the domestic workers have to consider about all the things and consider whether they are ready to work overseas.

2.6 Conclusion

The pre-placement process consists of the arrangement of licence (*Surat Izin Pengerahan*), recruitment and selection, education and training, medical check up and psychology test, document arrangement, competency test, pre-departure orientation program and departure. The Indonesian Recruitment Agency plays an important role during this process. Under the Placement and Protection of Indonesian Workers Overseas Law No. 39 of 2004, the Indonesian recruitment agency is the administering agency of Indonesian workers' placement overseas.

Although there is a law which regulates the placement and protection of Indonesian workers overseas, there are still weaknesses during the pre-placement process. The weaknesses such as falsified document, illegal fees and debt bondage, corruption and recruitment agencies do not provide sufficient information. Under the Indonesian Law No. 39 of 2004, an Indonesian Recruitment Agency may not:

- a. transfer the licence to recruit candidates;
- b. transfer the licence as recruitment agency;
- c. recruit candidates which do not fulfill the conditions under article 35 of this law;
- d. place candidates which failed the competency test;
- e. place candidates which failed the medical check up and psychology test;
- f. place candidates which failed to fulfill the document requirement under article 51 of this law;
- g. give bad treatment to the candidates during their time in the shelter.

This issue has been a never ending issue. The Indonesian Law No. 39 of 2004 is one of the actions that the Government had taken to minimize the problems of domestic workers. The problem is this law is not effective enough. We can see a good example from the Philippine. Philippines is a country which has stricter regulation regarding their domestic workers overseas.

Philippine is one of the countries which send domestic workers to Malaysia. In order to protect the migrant workers who work overseas, the government of the Philippines enacted The Migrant Workers and Overseas Filipinos Act of 1995. The purpose of this Act is to institute the policies of overseas employment and establish a higher standard of protection and promotion of the welfare of migrant workers, their families and overseas Filipinos in distress.

The Philippine Overseas Employment Administration (POEA) Governing Board recently approved a series of resolutions designing policy reforms that seek to improve the lot of household workers. These new policies took effect on December 16, 2006, including upgrading of skills of the workers, orientation course on country-specific culture and language, protective mechanism at the job sites, obliging employers to shoulder the cost of deploying the domestic helper, and increasing the minimum salary to a level commensurate to their acquired competencies.⁶⁵

The minimum age for household worker is 23 years old whereas to improve the preparedness and maturity of the household workers. All applicants for domestic helper shall undergo skill assessment by the Technical Education and Skills Development

⁶⁵Philippine Overseas Employment Administration (<http://www.poea.gov.ph>)

Authority (TESDA). TESDA will issue the certificate of competency. The Overseas Workers Welfare Administration (OWWA) will sponsor the workers for a country-specific language and culture training.

Policies like these are the Philippines governmental steps in ensuring the proper and adequate protection for migrant workers and also their welfare in the country of destination. By looking at all the efforts that have been undertaken by the Philippines government, the Indonesian government may take a lesson or learn how to improve protection of their domestic workers. There are still many young Indonesian female domestic workers who work in Malaysia. These female domestic workers suffer from lack of experience and are not prepared and mature enough. In these conditions, these female domestic workers can be the victim of abuse and maltreatment at their working place.

CHAPTER 3

THE PLACEMENT OF INDONESIAN FEMALE DOMESTIC WORKERS IN MALAYSIA

3.1 Introduction

The placement process of Indonesian domestic workers starts with the arrival of these domestic workers in the destination country, Malaysia. They usually come to Malaysia by plane or boat. By land the main entry points are as follows: a. Perlis: Padang Besar, Wang Klian, Chuping; b. Perak : Pengkalan Hulu; c. Kelantan : Rantau Panjang, Pengkalan Kubor, Bukit Bunga; d. Kedah: Bukit Kayu Hitam, Changloon; d. Johor: Johor Bahru, Gelang Patah; e. Sarawak: Biawak, Sarikei, Padawan, Tebedu, Bunan Gega, Batu; and f. Sabah: Sindumin, Long Pasia, Pensiangan. By air the main entry points are as follows: Kuala Lumpur International Airport (KLIA), Sepang; Langkawi International Airport, Kedah; Penang International Airport, Bayan Lepas, Penang; Sultan Abdul Aziz Shah International Airport; Labuan Airport, Federal Territory; Kuching International Airport, Sarawak; and Kota Kinabalu International Airport, Sabah.

The agent or the employer has the full responsibility for the Indonesian domestic workers upon their arrival in Malaysia. Under the Guideline for Employment of Foreign Domestic Helpers (*Pembantu Rumah Asing - PRA*) by the Immigration Department of Malaysia, the prospective employer must:

- a. have children who need care and attention or parents who are aged or ill;
- b. be working and also his/her spouse and a family may apply for only one PRA;
- c. be fully responsible for the payment of the deposit, visa, pass and levy of the PRA;
- d. have an income exceeding RM5,000.00 - if intending to employ a PRA from the Philippines or Sri Lanka and RM3,000.00 for a PRA from Indonesia, Thailand and Cambodia;
- e. deposit a bank guarantee of RM 1,000 with the Immigration Department.

Before we start to see the whole process of the placement of Indonesian domestic workers in Malaysia, we have to examine at the definition of “domestic worker” under Malaysian law.

A “domestic worker” is defined under section 2(1) of the Employment Act, 1955 (EA) through the definition of “domestic servant”. Domestic servant means 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.⁶⁶

The definition of domestic servant under the EA, raises the question whether this "domestic servant" can also be called "employee"? Do domestic servants have the same basic legal protection and rights as employees? These rights include working hours, allowance, annual leave, medical allowance, payment of wages and termination of contract.

Under section 2(1) of the EA, "employee" means any person or class of persons –

- (a) included in any category in the First Schedule to the extent specified therein; or
- (b) in respect of whom the Minister makes an order under subsection (3) or section 2A.

⁶⁶ the Employment Act 1955, section 2(1)

Under the First Schedule of the EA, the categories of “employee” are as follows:

- a. any person, irrespective of his occupation, who has entered into a contract of service with an employer under which such person’s wages do not exceed RM1,500.00 a month;
- b. any person who, irrespective of the amount of wages he earns in a month, has entered into a contract of service with an employer in pursuance of which –
 - (a) he is engaged in manual labour including such labour as an artisan or apprentice;
 - (b) he is engaged in the operation or maintenance of any mechanically propelled vehicle operated for the transport of passengers or goods or for reward or for commercial purposes;
 - (c) he supervises or oversees other employees engaged in manual labour employed by the same employer in and throughout the performance of their work;
 - (d) he is engaged in any capacity in any vessel registered in Malaysia and who... ;
 - (e) he is engaged as domestic servant.

Domestic servant can be categorized as an “employee” if she entered into a contract of service with the employer. As an “employee”, domestic servant shall receive the benefit and protection of the EA but under the First Schedule of the EA, there are provisions of the Act which are not applicable to domestic servant. The provisions are as follows:

- a. section 12 : Notice of termination of contract

Either party to a contract of service may at any time give to the other party notice of his intention to terminate such contract of service.

- b. section 14 : Termination of contract for special reasons

An employer may, on the grounds of misconduct inconsistent with the fulfillment of the express or implied conditions of his service, after due inquiry-

- (a) dismiss without notice the employee;
- (b) downgrade the employee;
- (c) impose any other lesser punishment as he deems just and fit, and where a punishment of suspension without wages is imposed, it shall not exceed a period of two weeks.

- c. section 16 : Employees on estates to be provided with minimum
number of days’ work in each month

- d. section 22 : Limitation on advances to employees

- e. section 61 : Duty to keep registers

Every such register shall be preserved for such period employer or to the employees employed on such land as may be prescribed in such notification.

- f. section 64 : Duty to display notice boards

- g. Part IX : Maternity Protection
- h. Part XII : Rest days, hours of work, holidays other conditions of service
- i. PartXIIA : Termination, lay-off, and retirement benefits.

Looking at the above, we can see that domestic servants are excluded from the basic protection and advantages of the EA. The basic protection and advantages of the EA such as: notice of termination of contract, termination of contract for special reasons, employees on the estates to be provided with minimum number of days' work in each month, limitation on advances to employees, duty to keep registers, duty to display notice boards, maternity protection, rest days, hours of work, holidays other conditions of service, termination, lay-off and retirement benefits. Although they are regarded as "employees" under the Act, yet the Act excludes them from receiving the benefits of all the employment protection awarded to other employees. In this way, domestic servants have been "cheated" of their rights and protection by Malaysian law. The reason why domestic workers do not receive any protection under law is because they are workers in the "informal sector"⁶⁷, and the law does not protect workers in the informal sector.

Section 2(1) of the EA, "foreign employee" means an employee who is not a citizen.

⁶⁷ "informal sector" – According to the ILO definition, "the urban informal sector can be characterized as a range of economic units in the urban areas, which are mainly owned and operated by individuals either alone or in partnership with members of the same household and which employ one or more employees on continuous basis in addition to the unpaid family worker and/or casual employee. Typically these units operate on a small-scale, with a low level of organization and little or no division between labour and capital. They are engaged in the production and distribution of goods and services with the main objective of generating employment and a basic income to the persons concerned". (ILO: Statistics of employment in the informal sector, Report III ICLS/15/III, Fifteenth International Conference of Labour Statisticians, Geneva 19-28 January 1993)

3.2 Private Employment Agencies in Malaysia

Private employment agency means any natural or legal person, independent of the public authorities, which provides one or more of the following labour market services:⁶⁸

- a. services for matching offers of and applications for employment, without the private employment agency becoming a party to the employment relationships which may arise therefrom;
- b. services consisting of employing workers with a view to making them available to a third party, who may be a natural or legal person (referred to below as a “user enterprise”) which assign their tasks and supervises the execution of these tasks;
- c. other services relating to jobseeking, determined by the competent authority after consulting the most representative employers and workers organizations, such as the provision of information , that do not set out to match specific offers and applications for employment.

The definition of private employment agency in the Malaysian Private Employment Agencies Act 1981 is an employment agency conducted with a view to profit, that is to say, any person, company, institution, agency or other organization which acts as intermediary for the purpose of procuring employment for a worker or supplying a worker for an employer with a view to deriving either directly or indirectly any pecuniary or other material advantage from either employer or worker; the expression does not

⁶⁸ The ILO Private Employment Agencies Convention No. 181, 1997, Article 1

include newspapers or other publications unless they are published wholly or mainly for the purpose of acting as intermediaries between employers and workers; or an employment agency not conducted with a view to profit, that is to say, the placing services of any company, institution, agency or other organization which, though not conducted with a view to derive any pecuniary or other material advantage, levies from either employer or worker from the above service an entrance fee, a periodical contribution or any other charge.⁶⁹

Malaysian recruitment agencies hold a significant role in the business of domestic workers because most of the domestic workers obtained their job from the Malaysian recruitment agencies. There are many employment agencies in Malaysia. Data in the Immigration Department of Malaysia show there are 396 registered foreign maid agencies in June 2007⁷⁰. The breakdown of listed foreign maid agencies, are as follows:

- a. Perlis : 1 foreign maid agency;
- b. Kedah : 12 foreign maid agencies;
- c. Perak : 19 foreign maid agencies;
- d. Pulau Pinang : 36 foreign maid agencies;
- e. Selangor : 137 foreign maid agencies;
- f. KL : 107 foreign maid agencies;
- g. Negeri Sembilan : 15 foreign maid agencies;
- h. Melaka : 15 foreign maid agencies;

⁶⁹ the Malaysian Private Employment Agencies Act 1981, section 3

⁷⁰ See Appendix D

- i. Johor : 38 foreign maid agencies;
- j. Pahang : 11 foreign maid agencies;
- k. Terengganu : 1 foreign maid agency;
- l. Kelantan : 4 foreign maid agencies.

3.2.1 The Private Employment Agencies Act 1981

The Private Employment Agencies Act 1981 is an Act to regulate private employment agencies in Malaysia.

Private employment agencies have to obtain a licence from the Ministry of Human Resources⁷¹ and for the recruitment of foreign workers, a license must also be obtained from the Ministry of Home Affairs. For the grant of a licence, there are certain conditions that need to be fulfilled by the applicant:⁷²

- (a) Where such business is to be carried on by an individual, he is a citizen of Malaysia;

⁷¹The Malaysian Private Employment Agencies Act 1981, section 7
Necessity to obtain licence

- (1) No person shall carry on the business of private employment agency except under the authority of a valid licence issued by the Director General:
Provided, however that it shall not be a contravention of the provisions of this section if a person who has commenced to carry on the business of private employment agency before the appointed date and who has applied for a license under this Act within the time allowed by subsection 8(2) continues to carry on such business until the determination of his application for the license.
- (2) The authority of a licensed issued under this Act does not absolve any person from complying with the provisions of any other written law for the time being in force.

⁷² The Malaysian Private Employment Agencies Act 1981, section 9

(b) Where such business is to be carried on by partnership, the partners are citizens of Malaysia;

(c) Where such business is to be carried on by a company, the majority of the shares in the capital of the company are held by citizens of Malaysia;

(d) The person in-charge of and every employee or agent whose duties are connected with such business-

(i) is a person with good character;

(ii) is not an undischarged bankrupt; and

(iii) has not been convicted of an offence and sentenced to more than one year imprisonment or a fine of more than two thousand ringgit;

(e) There are suitable premises for carrying on such business;

(f) Such individual who, or the partnership or company which, is to carry on such business undertakes that such business will be carried on in a “*morally and irreproachable manner*”⁷³;

(g) Such individual, firm or company enters into a bond with the Director General, with two sureties, in such sum as may be prescribed by the Minister in the

⁷³“morally and irreproachable manner” – it means that the private employment agency undertakes the business with good intentions and respects the rights of the migrant workers.

Schedule. The Minister may prescribe separate sum for employment within Malaysia and for employment abroad and may at any time vary the bond prescribed in the Schedule; and

(h) Such other conditions as may be prescribed for the purposes of this section are fulfilled.

The Act lays down certain conditions to be fulfilled for the grant of a licence, but nowhere among those conditions is the requirement for the agency to fulfill certain basic and fundamental obligations, such as an undertaking to adequately look after the welfare of all persons under its charge; the guarantee of proper lodging and adequate and suitable food; the obligation to clearly explain the terms and conditions of employment in a language which will be fully understood by the prospective worker; an undertaking to allow visitation rights, especially to officials of the prospective worker's embassy, and an undertaking to allow communication between the prospective worker and a member or members of his/her family, whether by telephone or mail, and whether in the host country or in the country of origin or sending country.⁷⁴

An examination of the Private Employment Agencies Act 1981 reveals there is hardly any mechanism whereby such agencies could be held responsible, not only for the abuse or exploitation of migrant workers, but even for their basic welfare.⁷⁵ There are

⁷⁴ Ahmad, S Suhanah, *Mobility of Labour in the Law Asia Region – The Legal and Social Problems of Migrant Labour: Terms and Conditions of Employment / Unionism*, Law Asia Labour Law Conference 10-12 August 2006, p. 7

⁷⁵ Ibid

weaknesses in the Private Employment Agencies Act 1981. Firstly, there are no conditions for the grant or revocation of licence if the agency fails to protect or safeguard the interests of the domestic workers. The Malaysian recruitment agencies in Malaysia are bound by the following conditions: they must provide bank guarantee of RM100,000 and a security bond; they are required to be licenced with the Department of Manpower; and they must inform the Immigration Department if the domestic workers employment is terminated.⁷⁶ The licence can be renewed, the application of renewal shall be submitted at least two months before the expiry date.

Secondly, there are no conditions in the case of inspection by the Director General of Labour, any duty officer and the staff of the Indonesian Embassy to the premises to ensure workers' safety. There are no conditions attached to the requirement and also there is no requirement, for example, before the licence is renewed, there should be an inspection of the premises and inquiries made with their workers in order to make sure whether the recruitment agency has taken good care of their workers and that there is no abuse or exploitation.⁷⁷

Thirdly, there are no conditions for inspection and monitoring to be done by the Embassy officials. There is provision for the Director General or any officer "to enter at any reasonable time any premises reasonably suspected of being used for the purposes of an employment agency without a licence or where he has reasonable grounds for believing

⁷⁶Supra footnote 50

⁷⁷ Supra footnote 71, p.8

that the business of a private employment agency is in contravention with this Act...”⁷⁸

However is far too vague and as there have been no set pre-conditions for any private employment agency prior to this, the agency would not be in contravention of the Act if it were to fall below the accepted standard with respect to welfare or the guarantee of certain fundamental rights.⁷⁹

In the course of an inspection under this section the Director General may-⁸⁰

- (a) put questions concerning the business of the private employment agency to the person in-charge of such agency and to any other person whose evidence he may consider necessary, and all such persons shall be legally bound to answer such questions truthfully to the best of their ability;
- (b) require the person in charge of the agency to produce before him all or any of the records required to be kept under this Act;
- (c) seize or take copies of any record produced before him under paragraph (b); and
- (d) seize any other record or document in the premises of such agency or in the possession of any person found in such premises where the Director General believes that an offence under this Act has been committed.

⁷⁸ The Malaysian Private Employment Agencies Act 1981, section 21(1)

The Director General or any officer duly authorized in writing by the Director General shall have power to enter at any reasonable time any premises reasonably suspected of being used for the purpose of an employment agency without a licence or where he has reasonable grounds for believing that the business of employment agency is in contravention with this Act and shall inspect such premises to make any inquiry which he consider necessary in relation to any matter within the provisions of this Act.

⁷⁹ Supra footnote 74

⁸⁰ The Malaysian Private Employment Agencies Act 1981, section 21 (2)

Section 21(2) of the Act⁸¹ may give the interpretation that the inspection of the Director General is only concerning the *business of the private employment agency* and perhaps is concerned with whether the agency is being used as a front for other activities, legal or otherwise, which is not associated with the business of a private employment agency. It is not for the purpose of ensuring whether the private employment agency has taken good care of their domestic workers and whether there has been physical or sexual abuse.⁸²

Finally, the agency is not under any duties and responsibility to take care of the domestic workers, for example: the right to call the Embassy officials and the right to call home.

The Director General has the power to cancel any licence if he is satisfied that the licensee-⁸³

- (i) has contravened any of the provisions of this Act or of any regulation made there under or of any bond or undertaking entered into by the licensee under this Act; or
- (ii) has been convicted of an offence under this Act; or
- (iii) has not complied with any direction issued by the Director General to the licensee under this Act; or
- (iv) has furnished in any application, or in any return, or in any written information or written explanation, sent by the licensee under this Act, any particulars which to the knowledge of the licensee are false or incorrect:

⁸¹ The Malaysian Private Employment Agencies Act 1981

⁸² Supra footnote 74

⁸³ The Malaysian Private Employment Agencies Act 1981, section 25(1)

Provided that the Director General shall give the licensee not less than two week's notice of such intended cancellation, stating the grounds thereof and the licensee may show cause as to why such cancellation can not be done.

The requirements needed for obtaining a license to become a labour recruiter in Malaysia are minimal. All Malaysian employment agencies must get a license from the Ministry of Human Resources. If they want to recruit foreign workers, they also require an immigration license from the Ministry of Home Affairs. The authorities can revoke the licence in situations where the Malaysian government discovers that there are abuses by these agencies. Although licenses must be renewed periodically, there is no system in place for monitoring these agencies on a regular basis.⁸⁴

Before moving to the employer's home or workplaces, domestic workers often stay with Malaysian labour agents for a period ranging from 1 day to 2 weeks. It is reported by many domestic workers that Malaysian labour agents confiscate their belongings, fail to give them information about where they could turn to for help, and intimidate them so they would act submissively with their employers.⁸⁵

⁸⁴ Sreenevasan, A, *Mobility of Labour in the Law Asia Region – The Legal and Social Problems of Migrant Labour: Obligations of Labour Contractors and Agents*, Law Asia Labour Conference 10-12 August 2006, p. 8

⁸⁵ Ibid, p. 4

3.2.2 Private Employment Agencies Acts in Other Countries

Are there any examples of similar legislation as the Malaysian Private Employment Agencies Act 1981 in other countries?

In Singapore, the legislation which governs the business of private employment agency is the Employment Agencies Act (Chapter 92, Section 29) and Employment Agency Rules, and in Hong Kong, the legislation is the Employment Agency Regulations (Chapter 57A). There are some similarities between the private employment agency legislations of these two countries and the Malaysian Private Employment Agencies Act 1981. For example, under the Singapore Employment Agencies Act, it is similarly provided that an application for grant of licence shall be made in the prescribed form and within such period of time as required by the Commissioner⁸⁶ or Director General.⁸⁷

There are more similarities between the Singapore Employment Agencies Act and the Malaysian Private Employment Agencies Act 1981 compared to the similarities between Chapter 57A of the Hong Kong Employment Agency Regulation and the Malaysian Private Employment Agencies Act 1981. One of the differences between Singapore and Malaysia is for example: in Singapore, every employment agency shall, within the first 7

⁸⁶the Singapore Employment Agencies Act, section 3
Application of licence

An application for a grant or renewal of licence shall be made in such form and within such period as the Commissioner may require

⁸⁷ The Singapore Employment Agencies Act, section 8
Application for a licence

- (1) Every application for a licence shall be made in the prescribed form and shall be accompanied with the licence fees as specified in the Schedule
- (2) Every person carrying on the business of a private employment agency on the appointed date shall apply to the Director General for a licence within one month after that date.

days of each month fill the form of “Return of Singapore Citizens, Permanent Residents and Non-Citizens Placed in Employment”⁸⁸. In the Employment Agency Regulation in Hong Kong is more specific in regulating the business of employment agency. For example: in Malaysia, if a private employment agency wants to change their place of business, they have to seek permission in writing of the Director General but there is no specific time when are they have to do that. Whereby in Hong Kong there is specific time for the licensee to notify the Commissioner. The time frame is not less than fourteen days before the change and also the licensee has to submit his licensee to the Commissioner.

In Regulation 16 of Chapter 57A of the Hong Kong Employment Agency Regulation, The Commissioner shall at least once a year publish in the Gazette-

- i. the name of each person to whom a licence or a certificate of exemption has been issued;
- ii. particulars of all licences which the Commissioner has revoked or has refused to renew; and
- iii. such other particulars as the Commissioner may determine.

The purpose of this regulation is to give information to public in order to protect the workers from dubious agencies. This is a good example of the Government of Hong Kong which can be followed by other countries. Nevertheless we can see that the Government of Hong Kong is really concerned with the protection of the rights of the

⁸⁸ First Schedule of the Singapore Employment Agencies Act

workers and they have made series of legislations which are regulating the rights and protection of the workers.

3.3 The Malaysian Association of Foreign Maid Agencies (*Persatuan Agen Pembantu Rumah Asing Malaysia - PAPA*)

Malaysian Association of Foreign Maid Agencies which was originally known as the *Persatuan Agen Pembantu Rumah Asing Malaysia* (PAPA) was registered in 1994 with the aim of:⁸⁹

- a. bringing together all employment agencies licensed by the Department of Manpower, Ministry of Human Resources and registered with the Malaysian Immigration Department to recruit and bring in foreign workers including house maids;
- b. to cooperate with the Government to ensure that the supply of foreign labour is controlled and according to the laws of Malaysia;
- c. to create a platform for members to voice their grievances vis-à-vis their business activities and to work for the common benefit of all members;

⁸⁹ <http://www.papa.com.my>

- d. to discipline members who step out of line whether in their behaviour as members or running their business in a manner which will bring disrepute to the Association in particular and the foreign maid industry in general.

The President of PAPA is YM. Dato Raja Zulkepley bin Dahalan and the membership of this association is open to all employment agencies licensed by the Department of Manpower, Ministry of Human Resources, Malaysia and also registered with the Malaysian Immigration Department.⁹⁰

In 2007, the licenses of 12 members of PAPA were suspended under allegations and complaints. Datuk Raja Zulkepley Dahalan claimed that the 12 members of PAPA that were suspended are known to be good, reputable and active companies.⁹¹

3.4 The Weaknesses of the Placement Process

There are several weaknesses in the Malaysian Acts such as in the Employment Act 1955 and the Immigration Act 1959/63. It is not only that, there is also weakness in the administration by the Ministry of Women's Affairs.

⁹⁰ As for the list of member agencies in PAPA, refer to Appendix E

⁹¹ The Star, 22 June 2007, "*PAPA shocked Government has suspended licenses of 19 maid agencies*"

3.4.1 The Employment Act 1955

The Employment Act 1955 (Act 265) is one of the legislations in Malaysia governing domestic workers. This Act sets out the definition of “domestic worker” under the definition of “domestic servant”. There is no adequate protection for domestic worker under the EA. Under First Schedule (section 2(1) of the EA) there are provisions not applicable to “domestic servant”.

Section 12(1) of the EA sets out that either party to a contract of service may at any time give to the other party notice of his/her intention to terminate such contract of service. This provision is not applicable to domestic servant. There is no limitation of time to terminate the contract of domestic servant under the contract of employment. The standard duration of employment contract is for 12/24 months and can be renewed after that period.

Nevertheless section 57 of the EA⁹² gives the right to terminate the contract between domestic servant and the person employing the domestic servant. The contract may be terminated without notice and without paying an indemnity on the ground of conduct by the other party inconsistent with the terms and conditions of the contract.

⁹²The Malaysian Employment Act 1955, section 57:

“Subject to any express provision to the contrary contained therein, a contract to employ and to serve as a domestic servant may be terminated either by the person employing the domestic servant or by the domestic servant giving the other party fourteen days’ notice of his intention to terminate the contract, or by the paying of an indemnity equivalent to the wages which the domestic servant would have earned in fourteen days:

Provided that any such contract may be terminated by either party without notice and without the paying of an indemnity on the ground of conduct by the other party inconsistent with the terms and conditions of the contract.”

This also applies in the contract of employment under the Foreign Maid Application⁹³ issued by the Immigration Authority in Malaysia. Under the Foreign Maid Application, in Section 7⁹⁴ of the Contract of Employment sets out the termination of contract by the employer and Section 8⁹⁵ sets out the termination of contract by the domestic worker.

Although there are some provisions regarding the foreign employee application but still in reality employers always disobey those provisions. For example, employer has to pay the cost for domestic worker to go back to their place of origin in the following circumstances:

- a. at the completion of the Contract of Employment;
- b. termination of the Contract of Employment by the Employer; or
- c. termination due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

⁹³ See Appendix G

⁹⁴ See Appendix B, the Contract of Employment, section 7

The Employer may terminate the service of domestic worker without notice if Domestic Worker commits of any misconduct inconsistent with the fulfillment of the Domestic Worker's duties or if the Domestic Worker breaches any of the terms and conditions of this contract.

For the purpose of this clause, misconduct includes the following:

- (i) working with another employer;
- (ii) disobeying lawful and reasonable order from the Employer;
- (iii) neglecting the household duties and habitually late for work;
- (iv) is found guilty of fraud and dishonesty;
- (v) is involved in illegal and unlawful activities;
- (vi) permitting outsiders to enter the Employer's premises or to use the Employer's possessions without Employer's permission;
- (vii) using the Employer's possessions without the Employer's permission

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

⁹⁵ The Malaysian Employment Act 1955, section 8

The Domestic Worker may terminate this contract without notice if :

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

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

3.4.2 The Immigration Act 1959/63 (Act 155)

There is no specific provision regarding domestic workers in Immigration Act. This Act regulates the procedure for foreigners to enter the country, Malaysia. Under Section 6(1)⁹⁶ of the Immigration Act 1959/63, no person other than a citizen shall enter Malaysia unless:

- a. He is in possession of a valid Entry Permit lawfully issued to him;
- b. His name is endorsed upon a valid Entry Permit;
- c. He is in possession of a valid Pass lawfully issued to him to enter Malaysia;
- d. He is exempted by this Act.

This provision is valid for domestic workers who want to work in Malaysia.

Section 8 of the Immigration Act 1959/63, the Director General may prohibit any person who is a member of any prohibited classes as defined in subsection (3).

3.4.3 The Ministry of Women's Affairs

Under the new structure, four new agencies have been placed under the Ministry of Women, Family, and Community Development:

⁹⁶ the Immigration Act 1959/63, section 6(1)

"No person other than a citizen shall enter Malaysia unless-

- (a) he is in possession of a valid Entry Permit lawfully issued to him under section 10;
- (b) his name is endorsed upon a valid Entry Permit in accordance with section 12, and he is in the company of the holder of the Permit;
- (c) he is in possession of a valid Pass lawfully issued to him to enter Malaysia; or
- (d) he is exempted from this section by an order made under section 55.

- a. Department for Women's Development (JPW);
- b. Department of Social Welfare (JKM);
- c. National Population and Family Development Board (LPPKN);
- d. Social Institute of Malaysia.

Under the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families⁹⁷, the State Parties undertake, in accordance with the international instruments concerning human rights, to respect and to ensure the rights of all migrant workers and members of their families. In the other words, we can say that the State is responsible for the welfare of these migrant workers and members of their families. What happens in Malaysia is that the Ministry of Women, Family, and Community Development does not focus on helping female migrant workers. Migrant workers are totally left out of the State jurisdiction. Probably this is one of the reasons why abuse occurs.

The roles of the Department of Social Welfare are as follows:

- a. to give protection and rehabilitation to the certain groups which they have to protect;
- b. to build a community through the changes of attitude and to increase the ability to become independent;
- c. to create a charitable cultured community; and

⁹⁷ International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families

- d. to increase the social welfare through good services and social development with professionalism and consortium.

3.5 Other Weaknesses of the Placement Process

There are several other weaknesses during the placement process. Firstly, there is no effective monitoring system by the Government of the Republic of Indonesia. Under article 71 of the Indonesian Law No. 39 of 2004, Indonesian domestic workers have to report their arrival in Malaysia to the Indonesian Mission. The objective of this provision is to get specific data about the arrival of Indonesia domestic workers in Malaysia in order to monitor these domestic workers. Although this provision is a must, most of the domestic workers do not inform their arrival to the Indonesian Mission. The reasons are as follows: they just follow the employer/the agent back to the place of employment, The employer/agent does not give them the permission to report their arrival to the Indonesian Mission, their place of employment is far away from the Indonesian Mission's Office and they do not know where is the nearest Indonesian Mission's Office. By not reporting their arrival to the Indonesian Mission, Indonesian domestic workers are more vulnerable and easy to become the victim of exploitation by the employer. The Indonesian Mission cannot monitor them because no data exists regarding these domestic workers. It seems that these domestic workers never exist.

Secondly, there is no effective monitoring system by the Government of Malaysia. There are no conditions in the requirement for the renewal of the licence, such as inspection to

the premise and conduct interview with the workers in order to make sure that the agency has taken good care of their workers and there has not been an abuse or exploitation. The Malaysian government does not have a system in place for the monitoring and the placement of migrant workers. Although the Immigration Department investigates complaints of abuse, or follow up on cases brought to their attention by the police, the Indonesian embassy, or NGOs, there are no other procedures to ascertain if a migrant worker is placed into the type and conditions of work that they were promised. Neither is there a system to ascertain whether they have been trafficked into forced labour. Due to Malaysia's failure to make changes to its immigration and labour policies, migrant workers have become exceptionally vulnerable to abusive employers and labour contractors and/or agents.⁹⁸

Thirdly, there is no requirement for the Malaysian recruitment agency to fulfill basic and fundamental responsibilities in the Private Employment Agencies Act 1981. (The basic and fundamental rights, such as: to ensure that the terms and conditions of the contract of employment are fully explained and understood by the domestic workers during the selection exercise; to give reasonable accommodation and sufficient food; to give permission to the domestic workers to communicate with their families member in the country of origin and to allow visit from their member of families and the officials of the Indonesian Embassy).

⁹⁸ Supra footnote 81

Fourthly, the domestic worker cannot keep their own passport⁹⁹. When the employers or agents hold workers' passports, this form of control makes it difficult for workers to escape from abusive conditions or to negotiate better working conditions and full payment of their wages. Under the Malaysian Passport Act 1996, the provision prohibits the practice of holding another person's passport for fear of "runaways".

Fifthly, there is infringement by the employer of their duties and responsibilities. The employer has the duties and responsibilities to fulfill. In practice, there are infringements/violations of their duties and responsibilities such as: the employer did not provide adequate rest; the domestic workers are not only employed for the purpose for household duties; the employer did not provide a reasonable accommodation; the employer did not respect the domestic workers' rights to perform their religious belief (prayers); the employer forced them to handle and consume non-Halal food and the employer did not give a day-off to the domestic workers. There is also infringement by the Malaysian Recruitment Agency of their duties and responsibilities. Based on the interviews that have been conducted, the infringement which is often done by the Malaysian Recruitment Agencies (the agent) is physical abuse, sexual abuse and unscrupulous agent.

Sixth, there is no protection under Malaysian employment laws for Indonesian domestic workers. Finally, there is the serious problem of illegal confinement of domestic workers. This takes place through employers not allowing the maids to go out to mix with other maids; the inability to make calls; the inability to communicate with Embassy officials in

⁹⁹ Based on the interview conducted with the Indonesian domestic workers in Malaysia

case of problem and the confiscate of problems. Most of the Malaysia recruitment agencies charged the domestic workers with exorbitant fees due to the cost of placement of these domestic workers. Many of domestic workers did not receive their salary because they need to pay the agent. The agents always have the reasons to ask the domestic workers for money.

3.6 Conclusion

During the placement process of Indonesian domestic worker, the private employment agencies (Malaysian Recruitment Agencies) have an important role because the Indonesian domestic workers obtained their jobs through these agencies. It is undisputable that abuses and exploitations of workers occurred at every stage of the migration process. These kind of things should not happened if there is an effective monitoring system by the Malaysian Government and proper control by Malaysian Government.

In Malaysia, there is no legislation which governs “domestic worker. The Employment Act 1955 denied the protections for Indonesian domestic workers which is enjoyed by all other workers such as: notice of termination of contract, termination of contract for special reasons, limitation on advances to employees, rest days, hours of work, holidays and other conditions of service and termination, lay-off and retirement benefits. Furthermore, the Ministry of Women, Family, and Community does not focus on helping female migrant workers. The Malaysian Employment Act 1955 has the similarities with

the Singapore Employment Act 1968 because these two legislations exclude protection for domestic worker. Unlike in Hong Kong, the Hong Kong Government really concerns with the protection for domestic workers. The Hong Kong Employment Ordinance covers a comprehensive range of employment protection and benefits for employees.

There are many loopholes and weaknesses with the Private Employment Agencies Act 1981. The loopholes and weaknesses such as there are no conditions in the Act which require the agency to fulfill certain basic and fundamental obligations, the provisions are not specific about the protections for domestic workers and there is no monitoring system by the Government to the agencies in order to make sure the agencies have undertaken good care of their domestic workers. There should have made an amendment of this Private Employment Agencies Act 1981.

The Hong Kong Employment Agency Regulation Chapter 57A is a good example to follow because the regulations are more specific. So the Hong Kong Employment Agency Regulation Chapter 57A gives us a clear interpretation of every regulation. The Government of Hong Kong is really strict in regulating the business of private employment agencies in order to protect the domestic workers. The Government of Malaysia has to be strict in regulating the business of private employment agencies and might be this step will minimize the problems of domestic workers.

CHAPTER 4

THE DOMESTIC WORKERS' PROBLEMS DURING THE TIME OF EMPLOYMENT

4.1 Introduction

Many Indonesian domestic workers confront the risk of exploitation and abuse at every stage of the migration cycle, including recruitment, training, employment, and return. These women and girls have little opportunity to seek redress for their grievances as their abuses are hidden from public scrutiny.¹⁰⁰

There are a number of possibilities and reasons why domestic workers face problems. Whatever the reasons for these problems, there are no excuses for the abuses and exploitation of these Indonesian female domestic workers. These domestic workers are

¹⁰⁰ “*Help Wanted: Abuses against Female Migrant Domestic Workers in Indonesia and Malaysia*” (<http://hrw.org/reports/2004/indonesia0704/3.htm>)

human beings and they have the basic human rights protection¹⁰¹ and do not deserve to suffer these kinds of treatment.

Although there are steps that the Government of the Republic of Indonesia and the Government of Malaysia have taken to minimize the problems of these Indonesian female domestic workers in Malaysia, the steps are still inadequate to solve these problems. There is a need to make amendments to the legislation in Malaysia which regulates the rights and protection of domestic workers.

4.2 Problems of Domestic Workers during Employment

The case of Nirmala Daniel Bonat was the worst case of physical abuse. This case has received much media attention. Nirmala Daniel Bonat is a domestic worker from Kupang, West Nusa Tenggara, Indonesia. She was born on 27 August 1984. She was recruited by a Kupang branch of Indonesian recruitment agency in Surabaya, *PT. Kurnia Bina Rizki* and came to Malaysia in September 2004. It was reported that this nineteen year old domestic worker had been abused on a daily basis for the last five months. Nirmala suffers from severe burns to chest, back and legs. She alleged that she had been branded with an iron and scalded with boiling water by her employer's wife, Yim Pek Ha in her employer's apartment in Vila Putera, Jalan Tun Ismail, Kuala Lumpur.

¹⁰¹ The basic human rights such as the right to life and liberty; freedom of expression; equality before the law; social, cultural and economic rights including the right to participate in culture, the right to food, the right to work and the right to education.

Based on the interview with Nirmala¹⁰², the employer started to abuse her when she accidentally broke a mug. Then her female employer threw boiling water on her. Every time the female employer is not satisfied with her, she would beat Nirmala. Sometimes she also used clothes hanger and iron mug to beat her. On one occasion during her employment, the female employer got upset while Nirmala was ironing because she was not satisfied with the way Nirmala ironed the clothes. Then she slapped Nirmala, took the iron from Nirmala's hand and pressed it on to Nirmala's breasts. A security guard in her employer's apartment saw her crying and the security guard asked her why she was crying. Nirmala told the security guard about the abuse that she has suffered. The security guard brought her to the nearest police station in Dang Wangi.

The first hearing of this case was on 26 July 2004. The female employer could not attend the hearing because she was on some medical treatment in Damansara Specialist Hospital. Hearing has been repeatedly postponed. An official at the Indonesian Embassy in Kuala Lumpur, Tatang B. Razak said, "It seems that the process has been deliberately slowed down by trial delays and the replacement of judges".¹⁰³ Early January 2008, Yim Pek Ha was found guilty but is yet to be sentenced, according to reports from Indonesia's Antara news agency. Nirmala returned home after spending three years waiting for the trial of her female employer to be completed.¹⁰⁴

¹⁰² Interview with Nirmala Bonat on 21st of March 2007 at the Indonesian Embassy in Kuala Lumpur

¹⁰³ Jakarta Post (30/8/2007), "Malaysian legal process 'unfair to maids'" (http://www.tenaganita.net/index.php?option=com_content&task=view&id=133&Itemid=68)

¹⁰⁴ "Abused Indonesian Maid Returns Home from Malaysia" (<http://www.antara.co.id/en/arc/2008/1/17/abused-indonesian-maid-returns-home-from-malaysia/>)

The current update of Nirmala's case is Yim Pek Ha was found guilty of grievously hurting Nirmala Bonat and sentenced to 18 years in jail. Kuala Lumpur Sessions Court judge Akhtar Tahir found Yim, 40, guilty on three counts of hurting Nirmala. An additional count of causing hurt was however not proven. The verdict comes after 110 days of proceedings held over four and half years.¹⁰⁵

Indonesian female domestic workers often suffer severe restrictions on their freedom of movement; psychological and physical abuse, including sexual abuse; and prohibitions on practicing their religion.¹⁰⁶ Based on the interviews I conducted, the problems that the domestic workers face included:

4.2.1 Unpaid Salary / Wages.

This is the common problem that is always suffered by domestic workers. After working so hard for their employer, they did not receive anything. Some of the employer did this because they are afraid these domestic workers would run away from them. In some cases, the employer pays the employee's wages to the labour agent instead of the worker directly.¹⁰⁷

¹⁰⁵ Source: Malaysiakini (<http://www.malaysiakini.com/news/93821>)

¹⁰⁶ Ibid

¹⁰⁷ Supra footnote 81, p. 7.

Example 1:¹⁰⁸

Elpina binti Misnah is a domestic worker from Cirebon, West Java Indonesia. She was born on 13 August 1986. She came to Malaysia through the Indonesian recruitment agency, PT. Gayung Ikif. She worked for a big family in Taman Tun Dr. Ismail, Kuala Lumpur. She cleaned the house, cooked, and took care of the employer's children. The employer did not give Elpina her permission to go out from the house or to use a hand phone. She never had a day-off. She did not have enough rest and not enough meals. She was allowed to do her prayers. Her female employer used to kick her if the employer angry. She never paid her salary in the course of her employment for 20 months.

Her case was a court case. In 23 April 2007, the judge made a verdict and Elpina got her compensation for unpaid wages in the amount of RM3,030.00.¹⁰⁹

Example 2:

The case in example 2 is also the case of unpaid wages/salary. The difference is in example 1, the employer treated the domestic worker badly whereas in example 2, the employer treated the domestic worker better, such as giving the domestic worker sufficient meals, basic accommodation and respecting the domestic worker's right to practice their religion.

¹⁰⁸ Interview with Elpina on 21 March 2007 at the Indonesian Embassy in Kuala Lumpur

¹⁰⁹ See Appendix F

Norhasanah is a domestic worker from Jakarta, Indonesia. She was born on 11 November 1965. She only studied until primary school. She worked with a Muslim family who lived in Lembah Keramat, Kuala Lumpur. She cleaned the house, cooked, and she did all the things that a domestic worker should do. The employer gave her permission to go out from the house and permission to have and use hand phone. She got sufficient meals, appropriate place to stay, and permission to do prayer.

The problem was the employer did not pay her salary for 18 months. She made a police report and also reported to the Indonesian Embassy in Kuala Lumpur. The settlement of Norhasanah's case was an agreement of compensation of the unpaid wages.¹¹⁰

4.2.2 Physical Abuse by the Employer / Agent.

Example 1:

Yudista Purwaningtyas binti Imam Suprihatin is a domestic worker from Purbalingga, Central java Indonesia. She was born on 20 December 1985. She came to Malaysia through the entry point in Kuala Lumpur International Airport (KLIA) and worked with a Malay family which consist of 3 (three) people. The employer lived in Cheras, Kuala Lumpur. Her job was cleaning the house. Her employer treated her badly. They did not allow her to go out from the house, to use hand phone, have a day-off, there was no appropriate food and no reasonable accommodation. They always abused her with no

¹¹⁰ Interview with Norhasanah on 21 March 2007 at the Indonesian Embassy in Kuala Lumpur

reasons. She has been beaten by her employer. They also did not pay for her salary for 1 year and 10 months.

She told her story to the neighbour then Yudista made a police report. Her case is a court case¹¹¹. She sued the employer for her eighteen months' salary.¹¹²

Example 2:

Sunidah binti Sanibakri is a domestic worker from Cilacap, Central Java, Indonesia. She was born on 9 January 1972. The Indonesian recruitment agency which sent her to Kuala Lumpur is Darwati (individual). Her agent in Malaysia is AP Sekalung Sdn Bhd.¹¹³

She was working with a Chinese family in Petaling Jaya, Selangor. During her time of employment, she often suffered abuses. The abuses happened everyday. She has been beaten, kicked and pinched. Every time the employer scolded her, she just kept quiet. She was too scared to tell anyone. In addition, her employer did not give her salary. One day she told the employer's sister her story. After that, Sunidah made a police report and her case was settled through mediation. She sued the employer for 1 year's salary.¹¹⁴

¹¹¹ See Appendix F

¹¹² Interview with Yudista on 22 March 2007 at the Indonesian Embassy in Kuala Lumpur

¹¹³ See Appendix F

¹¹⁴ Interview with Sunidah on 22 March 2007 at the Indonesian Embassy in Kuala Lumpur

4.2.3 Sexual Abuse by the Agent / Employer.

Example 1:

Sanih Nurwanih binti Saleh is a domestic worker from Indramayu, West Java Indonesia. She was born on 11 May 1985. She worked with a Chinese family which consist of 5 (five) people. The employer's place is in Kepong Baru, Kuala Lumpur. Her job was to clean the house. During her employment, she suffered physical and also sexual abuse from the male employer.

The male employer forced her to have sex with him and if she tried to refuse, he beat her. The abuse happened for 1 and a half year. She was afraid to tell anyone because the male employer threatened her. If she told anyone, he would do something bad to her.¹¹⁵

4.2.4 Prohibition on Practicing Their Religion.

Example 1:

Solatiah binti Kurdante is a domestic worker from Lombok, West Nusa Tenggara, Indonesia. She was born in 1988. She came to Malaysia through the Indonesian recruitment agency called Citra Nus Karya Semesta and the agent in Malaysia is AP Haz. Sdn Bhd. Her job was to clean the house and take care of the dog. As a Muslim, she

¹¹⁵ Supra footnote 35

should not take care of the dog. During her time of employment, she was also prohibited from practicing her prayers. She felt dissatisfied with the employer. That is why after working for 2 months, she just ran away from the employer.¹¹⁶

4.2.5 Unscrupulous agent.

Example 1:

Nela binti Markus is a domestic worker from Pantok, West Kalimantan, Indonesia. She was born on 25 April 1985. She cleaned the house, cooked and also took care of the employer's children. Her employer treated her nicely. She got a proper accommodation, sufficient food and they gave permission for her to go out from the house.

The problem was Nela never got her salary because her salary has been paid to the agent and the agent never paid her. This happened for 2 years. She felt dissatisfied with the agent and sued the agent for 2 years' salary.¹¹⁷

4.3 Are There Any International Instruments for the Protection of the Rights of All Migrant Workers and Members of Their Families?

Discrimination against migrant workers in the field of employment takes many forms. These include exclusions or preferences as regards the types of jobs which are open to

¹¹⁶ Interview with Solatiah on 21 March 2007 at the Indonesian Embassy in Kuala Lumpur

¹¹⁷ Interview with Nela on 22 March 2007 at the Indonesian Embassy in Kuala Lumpur and see Appendix F

migrants, and difficulty to access vocational training. Different standards are often applied to nationals, on the one hand, and migrants, on the other, as regards job tenure, and contracts may deprive migrants of certain advantages.¹¹⁸ There is a need to bring about the international protection of the rights of all migrant workers and members of their families

4.3.1 The ILO Convention of Migration for Employment No. 97(Revised) 1949

The ILO Convention of Migration for Employment No. 97 (Revised) 1949 entered into force on 22 January 1952. Senator Miriam Defensor Santiago, head of committee on foreign relations and a former UN legal officer stated:

“This Convention covers [sic] the conditions governing the orderly recruitment of migrant workers. It lays down the principle of equal treatment of migrant workers and national workers as regards working conditions, trade union membership, and collective bargaining, accommodation, social security, and employment taxes.”¹¹⁹

In Article 6 of this Convention¹²⁰, each member of this Convention undertake to apply, without discrimination in respect of nationality, race, religion or sex, to immigrants lawfully within its territory, treatment no less favourable than that which it applies to its own nationals in respect of the following matters:

- a. remuneration, including family allowances, hours of work, overtime arrangements, holidays with pay, restriction on home work, minimum

¹¹⁸ Fact No. 24, The Rights of Migrant Workers ([unhcr.ch](http://www.unhcr.ch))

¹¹⁹ Uy, Veronica, “Senate Ratifies Treaties for Migrant Workers”, 30 January 2006 (<http://www.mfasia.org>)

¹²⁰ The ILO Convention of Migration for Employment No. 97 (Revised), 1949

age for employment, apprenticeship and training, women's work and the work of young persons;

- b. social security (legal provision in respect of employment injury, maternity, sickness, etc.);
- c. employment taxes, dues or contributions payable in respect of the person employed; and
- d. legal proceedings relating to the matters referred to in this Convention.

Malaysia has not ratified this Convention.¹²¹

4.3.2 The ILO Convention on Migrant Workers No. 143 (Supplementary Provisions), 1975

The ILO Convention on Migrant Workers No.143 (Supplementary Provisions), 1975 is a Convention concerning migrations in abusive conditions and the promotion of equality of opportunity and treatment of migrant workers. It entered into force on 9 December 1978.

In Article 1 of this Convention¹²², each member of this Convention undertakes to respect the basic human rights of all migrant workers. The migrant worker shall enjoy equality of treatment with nationals in respect in particular of guarantees of security of employment, the provision of alternative employment, relief work and retraining.¹²³

¹²¹ Ibid

¹²² The ILO Convention of Migrant Workers No. 143 (Supplementary Provisions), 1975

¹²³ Ibid, Article 8(2)

Without prejudice to measures designed to control movements of migrants for employment by ensuring that migrant workers enter national territory and are admitted to employment in conformity with the relevant laws and regulations, the migrant worker shall, in cases in which these laws and regulations have not been respected and in which the position of migrant worker cannot be regularised, enjoy quality of treatment for himself and his family in respect of right arising out of past employment as regards remuneration, social security, and other benefits.¹²⁴ If there is a dispute, the workers shall have the possibility of presenting his case to a competent body, either himself or through representative.¹²⁵

In Part II, Article 10 of this Convention¹²⁶, each member for which the Convention is in force undertakes to declare and pursue a national policy designed to promote and to guarantee, by methods appropriate to national conditions and practice, equality of opportunity and treatment in respect of employment and occupation, of social security, of trade union and cultural rights and of individual and collective freedoms for person who as migrant workers or as a member of their families who are lawfully within its territory.

Malaysia and Indonesia have not ratified this Convention.¹²⁷

¹²⁴ Ibid, Article 9(1)

¹²⁵ Ibid, Article 9(2)

¹²⁶ Supra footnote 112

¹²⁷ Ibid

4.3.3 The United Nations (UN) Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families

The UN Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families is an international instrument which establishes the rights of migrant workers and to ensure that those rights are protected and respected. It is adopted by the General Assembly on December 1990. The Convention sets standards which create a model for the laws and the judicial and administrative procedures of individual States. There are 28 signatories and 37 parties of this Convention. Malaysia is not a member of this Convention¹²⁸. On 22 September 2004, Indonesia became one of the signatories.

The definition of the term “migrant workers” under this Convention refers to a person who is to be engaged, is engaged or has been engaged in a remunerated activity in a State of which he or she is not a national¹²⁹ and the term “members of the family” refers to persons married to migrant workers or having with them a relationship that, according to the applicable law, produces effects equivalent to marriage, as well as their dependent children and other dependent persons who are recognized as members of the family by applicable legislation or applicable bilateral or multilateral agreements between the States concerned.¹³⁰

¹²⁸The UN Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families

¹²⁹ Ibid, Article 2

¹³⁰ Ibid, Article 4

In Article 7 of this Convention¹³¹, States parties undertake, in accordance with the international instruments concerning human rights, to respect and to ensure to all migrant workers and members of their families within their territory or subject to their jurisdiction the rights provided for in the present Convention without distinction of any kind such as to sex, race, colour, language, religion or conviction, political or other opinion, national, ethnic or social origin, nationality, age, economic position, property, marital status, birth or other status.

The right to life of migrant workers and member of their families shall be protected by law¹³² and no migrant worker or member of his or her family shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment.¹³³ Not only that, they shall not be held in slavery or servitude or shall be required to perform forced or compulsory labour.¹³⁴

In Article 12 of the Convention¹³⁵, migrant workers and members of their families shall have the right to freedom of thought, conscience and religion. This right shall include freedom to have or to adopt a religion or belief of their choice and freedom either individually or in community with others and in public or private to manifest their religion or belief in worship, observance, practice and teaching.

¹³¹ Supra footnote 118

¹³² Ibid, article 9

¹³³ Supra footnote 118, article 10

¹³⁴ Supra footnote 118, article 11

¹³⁵ Supra footnote 118

The State has to give effective protection to the migrant workers and members of their families against violence, physical injury, threats and intimidation, whether by public officials or by private individuals, groups or institutions.¹³⁶

There has been many infringements of the above conditions in Malaysia. Based on the case studies, there are many abuses and exploitations of Indonesian female domestic worker. Under the Convention¹³⁷, abuses and exploitations are infringements of the rights of migrant workers.

4.4 What Are the Steps That Both Governments (Indonesia and Malaysia) Have Taken to Minimize These Problems?

The steps that both governments, the Government of the Republic of Indonesia and the Government of Malaysia have taken to minimize the problems of the Indonesian female domestic workers are as follows:

4.4.1 The Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia.

The agreement of placement of Indonesian domestic workers in Malaysia by the Government of The Republic of Indonesia and the Government of Malaysia through the

¹³⁶ Ibid, article 16

¹³⁷ Supra footnote 118

Memorandum of Understanding (MOU) has been made since 1984 with some amendments.¹³⁸

Until 1999, the Memorandums of Understanding which were valid:

- (i) the Memorandum of 30 January 1996, informal sector
- (ii) the Memorandum of 1 August 1998, formal sector (industry, plantation, construction, service and others).

Due to the time expansion and working conditions, in order to adapt with it, there are some amendments to the Memorandum:

- i. 10 Mei 2004 Memorandum, signed in Jakarta – formal sector
- ii. 13 Mei 2006 Memorandum, signed in Bali – informal sector

¹³⁸ 12 May 1984, signed in Medan, regarding the supplying workers agreement – not effective;
15 December 1993, signed in Jakarta, regarding the supplying workers agreement;
15 October 1995 Memorandum, signed in Kuala Lumpur regarding the recruitment procedure of Indonesian workers to work in Malaysia based on Government to Government (G to G) – formal sector. (This Memorandum has been changed with Memorandum of 1 August 1998);
30 January 1996 Memorandum, signed in Kuala Lumpur regarding Guidelines of Payment of Wages for Indonesian workers in Malaysia – informal sector;
1 August 1998, signed in Kuala Lumpur
The Recruitment Procedure of Indonesian workers to work in Malaysia except domestic workers according to the Government to Government (G to G) agreement – formal sector (This Memorandum is the replacement of 15 October 1995 Memorandum).

One of the annex of the Memorandum of Understanding of 2006, Annex C signed in 19 November 2006 which govern all the fees that employer and domestic workers have to pay. The objective of this MOU is to develop the existing cooperation between the parties for the purpose of strengthening the mechanism on the conveyance and recruitment of Domestic Workers from the Republic of Indonesia.¹³⁹

In order to implement the Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia regarding the placement of Indonesian migrant workers as domestic workers in Malaysia, both Governments have taken action to socialize the MOU:

- a. Ministry of Home Affairs of Malaysia has established the conditions for the approval of the recruitment agencies' licenses.

This is one of the problems. Issues regarding migrant workers should not be placed under the Home Affairs Ministry, as if migrant workers are a threat to security. They should not be viewed as threat to national security. Issues regarding migrant workers should be under the Labour Ministry.

- b. The Ministry of Manpower and Transmigration through the Directorate General of PPTKLN published encyclic for all

¹³⁹ Article 2 of the MOU 2006

Indonesian Recruitment Agencies to execute Annex C of the MOU informal sector.

- c. The Indonesian Embassy in Kuala Lumpur has sent news by fax to all the Governor in Indonesia of how to take steps in order to the implement the MOU.¹⁴⁰

4.4.2 The ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers.

On the 12th ASEAN Summit on 13 January 2007 in Cebu Philippines, the Head of State/ Government of the Member Countries of the Association of Southeast Asia signed the ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers.

4.4.3 Malaysia Anti-Trafficking in Persons Act 2007

The Protocol to Prevent, Suppress and Punish Trafficking in Persons, especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime (UNTOC) forms the basis of the Malaysian Anti-Trafficking in Persons Act, 2007. Malaysia is a party to UNTOC, but has yet to accede to the Protocol.

¹⁴⁰ Fachir, A, "Pointer of the Implementation of the MOU between the Government of the Republic of Indonesia and the Government of Malaysia Regarding the Placement of Indonesian Workers in Malaysia", 22 April 2007.

The Malaysia Anti-Trafficking in Persons Act 2007 is to provide for the offences of trafficking in persons, the protection and support of trafficked persons, the establishment of the Council for Anti-Trafficking in Persons, and for matters connected therewith.

Under this Act, “trafficking in persons” or “traffics in persons” means the recruiting, transporting, transferring, harbouring, providing or receiving of a person for the purpose of exploitation.¹⁴¹ Exploitation means all forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude, any illegal activity or the removal of human organs.¹⁴²

This definition gives a broad interpretation. This broad definition of “exploitation” is beneficial to domestic workers, especially with respect to their problems, for example in the case of Elpina binti Misnah¹⁴³, whereby the employer did not pay her salary. By not paying her salary, the employer did a practice similar to slavery which is one of the forms of exploitation and under the Malaysia Anti-Trafficking in Persons Act 2007, the employer is committing an offence. Other example is the case of Yudista Purwaningtyas binti Imam Suprihatin¹⁴⁴. The employer treated her badly and she has been beaten by her employer with no reasons. Under the Malaysian Anti-Trafficking in Persons Act 2007, this is also one of the forms of exploitation.

¹⁴¹ The Malaysia Anti-Trafficking in Persons Act, 2007, section 2

¹⁴² Ibid.

¹⁴³ See page 65

¹⁴⁴ See page 67

The Malaysia Anti-Trafficking in Persons Act 2007 gives hope to the domestic workers who suffered abuses and exploitation because the definition of exploitation not only limited to sexual exploitation but other forms of exploitations, so the employer who mistreated them can be prosecuted under this new Act. The Universal Declaration of Human Rights 1948 (1948 Declaration) provides for equality for all human beings and declares that:

- a. No one shall be held in slavery or servitude; slavery and the slave trade shall be prohibited in all their forms;¹⁴⁵
- b. no one shall be subjected to torture or to cruel, inhuman or degrading treatment or punishment;¹⁴⁶
- c. all are equal before the law and are entitled without any discrimination to equal protection of the law;¹⁴⁷
- d. everyone has the right to an effective remedy by the competent national tribunals for acts violating the fundamental rights granted by the constitutional or by law;¹⁴⁸
- e. everyone has the right to freedom of movement and residence within the borders of each state;¹⁴⁹
- f. everyone has the right to freedom of thought, conscience and religion;¹⁵⁰

¹⁴⁵ The Universal Declaration of Human Rights, Article 4

¹⁴⁶ Ibid, Article 5

¹⁴⁷ Ibid, Article 7

¹⁴⁸ Ibid, Article 8

¹⁴⁹ Ibid, Article 13

¹⁵⁰ Ibid, Article 18

- g. everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment, the right to equal pay for equal work, to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity, and supplemented, if necessary, by other means of social protection and the right to form and to join trade unions for the protection of his interests;¹⁵¹ and
- h. everyone has the right to rest and leisure, including reasonable limitation of working hours and periodic holidays with pay.

The scope of application of this Act is regardless of whether the conduct constituting the offences took place inside or outside Malaysia in the following circumstances —

- i. if Malaysia is the receiving country or the exploitation occurs in Malaysia; or
- ii. if the receiving country is a foreign country but the trafficking in persons starts in Malaysia or transits Malaysia.¹⁵²

It is stated clearly in this Act, in the event of any conflict or inconsistency between the provisions of this Act and those any other written laws, the provisions of this Act shall “prevail” and the conflicting or inconsistent provisions of such other written laws shall, to the extent of the conflict or inconsistency, be deemed to be superseded.¹⁵³

¹⁵¹ Ibid, Article 23

¹⁵² The Malaysian Anti-Trafficking in Persons Act 2007, section 3

¹⁵³ The Malaysian Anti-Trafficking in Persons Act 2007 section 5

With this new Act, there is provision which regulate the formation of a Council for anti-trafficking in persons.¹⁵⁴ This Council consists of not only government officials, but also non-governmental officials which are not more than three persons.¹⁵⁵ For example: Tenaganita, Women's Aid Organization (WAO), and etc. It is a good step to include participation of the non-governmental officials.

In Part V section 42(1) of the Act, the Minister may by notification in the Gazette, declare any house, building or place, or any part thereof, to be a place of refuge for the care and protection of trafficked persons and may, in like manner, declare that such place of refuge ceases to be a place of refuge. It raises the question whether Government of Malaysia accommodates such place for the victims of trafficking in persons? There are many Indonesian domestic workers who are the victims of trafficking in persons, who need a place to stay which can give care and protection for them. The only place that they can go to find protection is the Embassy of the Republic of Indonesia in Kuala Lumpur. In the Embassy of the Republic of Indonesia in Kuala Lumpur, there is a shelter to accommodate Indonesia domestic workers which experienced problems.

Under section 51(3)(a)(ii) of the Act, in the case of a trafficked person who is a foreign national, ordering that such trafficked person be placed in a place of refuge for a period not exceeding three months from the date of order, and thereafter to release him to an immigration officer for a necessary action in accordance with the provisions of the

¹⁵⁴ The Malaysian Anti-Trafficking in Persons Act 2007, section 6

¹⁵⁵ Ibid,

(n) not more than three persons from non-governmental organization or other relevant organizations having appropriate experience, knowledge and expertise in problems and issue relating to trafficking in persons including the protection and support of trafficked persons, to be appointed by the Minister

Immigration Act 1959/63. There is an extension of the Protection Order which may be granted for a foreign national, for the purpose of completing the recording of his evidence under section 52¹⁵⁶ or for any exceptional circumstances as determined by the Magistrate.¹⁵⁷ Are medical treatment and court proceedings included in the circumstances?

The basis of the Malaysia Anti-Trafficking in Persons Act 2007 is the Protocol to Prevent, Suppress, and Punish Trafficking in Person, especially Women and Children, supplementing the United Nation Convention against Transnational Crime. Malaysia is a party to this Convention¹⁵⁸, but yet to accede to the Protocol¹⁵⁹. Is this Act will give a better protection? The answer is there is no certainty. We just have to see it how is the implementation.

4.5 Employment Regulations in Other Countries

In this part, the focus is how other countries regulate employment protection for domestic workers. The other countries regulations that I will discuss in this dissertation are Singapore and Hong Kong. These two countries are also the destination countries of Indonesian domestic workers in Asia.

¹⁵⁶ The Malaysian Anti-Trafficking in Persons Act 2007

¹⁵⁷ Supra footnote 146 , section 51(5)

¹⁵⁸ United Nation Convention against Transnational Crime

¹⁵⁹ Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the United Nation Convention against Transnational Crime

The Malaysian Employment Act 1955 is similar with the Singapore Employment Act 1968 which is Singapore's main labour law. These two acts are similar because both acts exclude protections for domestic workers. Although domestic workers enter contractual agreement in which they exchange services in return for compensation, the Singapore Employment Act 1968 states:

“employee” means a person who has entered into or works under a contract of service with an employer... but does not include any seaman, domestic worker, or any person employed in managerial, executive or confidential position...

“workman” means – (a) any person, skilled or unskilled, who has entered into a contract of service with an employer in pursuance of which he is engaged in manual labour, including any artisan or apprentice, but excluding any seaman or domestic worker...¹⁶⁰

Since 2004, the Singapore Employment Act 1968 has set the standard legal work week at 42 hours and provides for two rest days each week. The Ministry of Manpower also enforces laws and regulation establishing working conditions and comprehensive occupational safety and health laws. Given their status as non-formal workers, however none of these apply to domestic workers.¹⁶¹

¹⁶⁰ Part I, section 2 of the Singapore Employment Act 1968

¹⁶¹ Supra footnote 50, p.10

Under the Hong Kong Employment Ordinance, employees including domestic workers irrespective of their hours of work, are entitled to basic protection under the Ordinance including payment of wages (chapter 3), restrictions on wages deductions and the granting of statutory holidays, etc. Employees who are employed under a continuous contract are further entitled to such benefits as rest days (chapter 4), paid annual leave (chapter 4), sickness allowance (chapter 5), severance payment and long service payment (chapter 10), etc.¹⁶² An employee who has been employed continuously by the same employer for four weeks or more, with at least 18 hours worked in each week is regarded as being employed under a continuous contract. Any term of the employment contract which purports to extinguish or reduce any right, benefit or protection conferred upon the employee by this Ordinance shall be void.¹⁶³ An employer who makes illegal deduction from wages and who willfully without reasonable excuse fails to pay wages is liable to prosecution.¹⁶⁴ Chapter 8 of this Ordinance¹⁶⁵ governs the termination of contract of employment.

4.6 Conclusion

Indonesian domestic workers confront the risk of exploitations and abuses, such as unpaid salary/wages, physical abuse, sexual abuse, prohibition on practicing their religion and unscrupulous agents. The case of Nirmala Bonat was the worst case ever in Malaysia and it really gets the local and international media attention.

¹⁶² The Hong Kong Employment Ordinance (Chapter 57), Chapter 1

¹⁶³ Ibid, Chapter 2

¹⁶⁴ Ibid

¹⁶⁵ Supra footnote 152

Although the Government of Malaysia and the Government of the Republic of Indonesia have taken some steps to minimize the issues but still there is a need to a better protection for Indonesian domestic workers. There is no protection for Indonesian domestic worker in Malaysia. Unlike in Hong Kong, the Government of Hong Kong has regulations for the protection of domestic workers. In Singapore, there is also no protection for domestic workers. It is same like in Malaysia. The Labour Legislations exclude protection for domestic workers.

The Government of Malaysia and the Government of Singapore maybe have to follow a good example from the Government of Hong Kong because the Government of Hong Kong has the regulations which give protections for domestic workers. Nevertheless, the best example is still from the Philippines because the Government of Philippines is really concern with the rights of their migrant worker. In the country has strict regulation regarding their migrant worker overseas and establish a higher standard of protection and promotion of the welfare of migrant worker.

Although there are international instruments which give protection for migrant workers and members of their families such as ILO Convention of the Migration for Employment (Revised) No. 97; ILO Convention of the Migrant Workers (Supplementary Provision) No. 143; and the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, the problem is that the Government of Malaysia and the Government of the Republic of Indonesia have not ratified these

Conventions. There is a need for the Government of the Republic of Indonesia to ratify these Conventions because these Conventions are important instruments to protect their citizens living overseas. There is a need for Government of Malaysia to ratify these Conventions, protect the rights of migrants on their territory.

CHAPTER 5

REMEDIAL MEASURES FOR INDONESIAN FEMALE DOMESTIC WORKERS

5.1 Introduction

The employment contract between the employer and the domestic worker can be terminated by either party and when the Indonesian female domestic workers lose their permits to work in Malaysia. Most of the cases termination employment contract were because these Indonesian female domestic workers suffered abuses and exploitation during their time of employment in Malaysia.

In the book *"Dreamseekers: Indonesian Women as Domestic Workers in Asia"* by Dewi Anggraeni, Meera Samanther, President of WAO who is also an advocate and activist on equal rights for women, painted a scenario of the court system:

"Domestic worker abuse is a criminal case. So prosecution takes over. I come in as a watching brief lawyer to make sure that the process is fair. Once a criminal suit is in process, we also advice our clients that they have a right to file civil suit, where they can

claim compensation. In a criminal case you can claim compensation too, but it is hardly ever awarded. So you have a civil remedy for your unpaid salary, claims and damages.”

During the process of their criminal suits, these Indonesia female domestic workers are forced to stay in Malaysia and they are not allowed to work so they are not earning any money. Many of these Indonesian female domestic workers feel discouraged to seek legal redress and they just want to drop the case.

The Indonesian Embassy in Kuala Lumpur and the Non-Governmental Organization such as Tenaganita and WAO play an important role in giving assistance and protection to these Indonesian female domestic workers.

5.2 Role of the Non-Governmental Organization (NGO)

In Malaysia, there are two main non-governmental organizations which give assistance to migrant workers. They are Women’s Aid Organization (WAO) and Tenaganita.

5.2.1 Women’s Aid Organization (WAO)

WAO was established in 1982 when it opened Malaysia’s first Women’s Refuge, providing shelter, counseling and child support to battered women. Its mission is to promote and create respect, protection and fulfillment of equal rights for women.¹⁶⁶ Since its inception in 1982, WAO began receiving several isolated cases of domestic workers abuse. The first case, in 1988, was a Filipino domestic worker who had been

¹⁶⁶ <http://www.wao.org.my>

raped by her employer. Since then, at least one foreign domestic worker per year has sought refuge at WAO for physical abuse. In 1999, WAO provided shelter to 11 foreign domestic workers who had been abused and provided counseling and advice to more.¹⁶⁷

To handle foreign domestic workers abuse, WAO now have a series of protocols, covering: filing complaints with the police, Welfare and Labor Departments; processing applications with the Immigration Department; gathering medical report, and other evidence of abuse; assisting women in obtaining lawyers and initiating civil and criminal suits; and lobbying media for case coverage and advocacy.

After a series of severe abuse cases in 1995, WAO began documenting the women's experiences, using the press to highlight the problem of foreign domestic worker abuse.¹⁶⁸

The women who sought shelter at the WAO Refuge have experienced a combination of the following:¹⁶⁹ working in 2-3 houses or places; rest for 4 hours at night; not enough food; unable to contact agent for help/missing agent; salary cut off if they need to purchase medication; not allowed to write or receive letters from home; locked in a toilet for 4 hours as punishment; hot water thrown onto their face or hands; beaten, slapped and kicked by employer; forced to drink urine; sexual harassment by male employer or male member of family; rape by male employer or male member of family; asked for money

¹⁶⁷ Ibid, "WAO: Research and Advocacy-Foreign Domestic Workers Abuse"

¹⁶⁸ Ibid

¹⁶⁹ Josiah, Ivy, *Mobility of Labour in the Law Asia Region – The Legal and Social Problems of Migrant Labour: Working Conditions for Service Sectors / Households*, Law Asia Labour Law Conference 10-12 August 2006, p. 3

by police officer or immigration officer when out on their own; picked up by immigration for not having their passport with them; passport held by employers; unpaid salary; salary entered into an account under the name of the employer; not allowed to work during the court hearings, between 3 months to 2 years; must pay RM 100 per month for a special Pass during the period of attempting to get redress; and become undocumented when employers throw away their passport or do not extend the work permits.

5.2.2 Tenaganita

Tenaganita's mission is to undertake research, advocacy, and action to prevent, solve and address grave abuses that happen to migrants and refugees. Irene Fernandez is the director and co-founder of Tenaganita, which promotes the rights of migrant workers.

Tenaganita have launched a campaign to recognized domestic workers as workers. Dr. Irene Fernandez said "Immediately there is a need to give a paid day off to all domestic workers and standardized contract that will clearly state the terms and conditions of employment. The Human Resource Ministry can no longer remain silent as it is part of the abuse and exploitation of domestic workers. The Ministry must do justice to more than half a million women who are working as domestic workers in this country".¹⁷⁰

In the case of a chicken rice seller, Seow, 41, was convicted of three counts of raping the 19 year old maid from Blora, Semarang, Indonesia, at his house in Tingkat Paya

¹⁷⁰ Fernandez, I, Press Release: "*Recognize Domestic Work as Work with One Paid Day Off to Drastically Reduce Violence against Domestic Workers*", 27 November 2008 (<http://www.tenaganita.net>)

Terubong 3, Paya Terubong, Penang in February, July and August 2004. His wife was found guilty of abetting her husband in the July incident. The Indonesian maid sought shelter at a Muslim orphanage in Paya Terubong for several weeks until Penang Tenaganita representatives took her to the Indonesian Embassy in Kuala Lumpur¹⁷¹.

5.3 Role of the Representative of the Republic of Indonesia (Indonesian Embassy)

The Indonesian Embassy in Kuala Lumpur is playing an important role of giving protection and assistance for Indonesian female domestic workers who suffered abuses and exploitation in Malaysia. The Embassy is fighting for the rights of these Indonesian female domestic workers and is really concerned about the welfare of these domestic workers.

In the Indonesian embassy in Kuala Lumpur, there is a shelter which accommodates many Indonesian female domestic workers. Most of them are domestic workers who seek protection and assistance to settle their problems. The Police send these female domestic workers or some came by themselves. The numbers of Indonesian female domestic workers who seek assistance are increasing every year. Based on the Indonesian Embassy's data, there were 646 persons which entered the Indonesian Embassy's shelter in January-December 2007. In this period of time, the Indonesian Embassy sent back 843 Indonesian female domestic workers and 13 babies to their original places.

¹⁷¹ "Tenaganita finds Justice for Indonesian Domestic Workers" (<http://www.tenaganita.net>)

The example of scenarios of what the embassy does to assist domestic workers are as follows:

(i) Civil case;

If a domestic worker complained to the Embassy that her salary was not paid and the employer denied to pay, it is a civil case. The Embassy will try to collect all the data which can be evidence. Then the Embassy will go and make a police report. The police will call the employer. The case can be stopped at this stage because if the employer is willing to pay, the case is closed. If the employer did not pay or refused to pay, then it will go to the Labour Office.

(ii) Criminal case;

If a domestic worker is being physically or sexually abused, it is a criminal case. The Embassy will also try to collect all the data, find a witness, evidence and lawyers. The Embassy will accompany the victim until the trial is over.

The following interview with the Charge d' Affaires ad interim of the Indonesian Embassy, Tatang B. Razak, on 13 March 2008, may give a clear picture on the role of The Indonesian Embassy regarding the protection of domestic workers in Malaysia:¹⁷²

To a question as how many Indonesian domestic workers are there in Malaysia, he replied that according to Malaysian Immigration Department as at 31st December 2007,

¹⁷² See Appendix H from the list of questions.

Indonesian domestic workers who have permit are 298.000. But we have to consider there were a lot of Indonesian domestic workers who are recruited by employer directly (individually) and they are not registered at Immigration office here.

The Indonesian Embassy cannot monitor the working conditions, even the exact number and who/where the employers because the agent took and sent directly to the employer. Some of them brought the domestic workers to the shelter for a while. The Indonesian Embassy never received information from the agent (in Indonesia and Malaysia).

When asked about his view regarding the employment situation in Malaysia, the reply was that in particular for Indonesian domestic workers is very complicated. Because the background history, the relation between Indonesia and Malaysia has been established traditionally hundred years ago, even 70% Malaysian Malays are Indonesian descent. Traditional border crossers without proper document, many parties (from Indonesia and Malaysia) utilize this situation for their own benefit.

Memorandum of Understanding on The Recruitment of Indonesian Workers between the Government of the Republic of Indonesia and the Government of Malaysia in 2004, Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Malaysia on the Recruitment and Placement of Indonesian Domestic Workers in 2006 and ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers are the factors of why the government of Malaysia has a new policy on migrant workers. Before these international instruments exist, the

government of Malaysia was not giving a serious attention to Indonesian female domestic workers. Nowadays Malaysia policy has changed. The Government of Malaysia gives more attention to Indonesian female domestic workers. It directly affects Indonesia because about 68% migrant workers in Malaysia are from Indonesia.

We have some problems with informal workers (domestic workers) because Malaysia does not have law on informal workers. To overcome this situation, Indonesia and Malaysia have signed the Memorandum of Understanding on informal workers on May 2006. However the content of the Memorandum of Understanding still needs to be revised because many parties consider that there are a lot of weaknesses, for instance there is no minimum wage, no rest day and the domestic worker's passport is held by the employer.

The Indonesian Embassy receives job orders from the Malaysia Agency in order to recruit domestic workers, also communicate and facilitate the parties who are involved in the process of the placement of Indonesian domestic workers in Malaysia.

The Embassy is trying to follow very closely the mechanism of the placement of Indonesian domestic workers in Malaysia in order to give them protection and assure that the Indonesian domestic workers get the benefit in accordance with the agreement between the workers and the employers.

When asked about the problems the Embassy faces, he said the Embassy has to take care of more than thousand of domestic workers a year. We have to provide the shelter and lawyer to settle the problems of domestic workers such as unpaid wages, physical abuse and sexual abuse.

We have to settle individually through special task force. Many times we have difficulties because the parties involved (the agent or the employer) were not cooperative and we had to report to the police. Nevertheless, when we proceed to the relevant authority. We also got some problems in receiving a proper response.

The Special Task Force on Services and Protection for Indonesian Citizen will interview every victim carefully and classify every case. Task Force will call the agent and the employer to get clarification and crosscheck the report.

Most of the problems are settled peacefully. Task Force will ask employer to pay the wages that they have to pay. For the abuses, we propose compensation to settle. Because we consider that is the best solution. Based on our experience, if we proceed to legal process, it took a lot of time and the victims cannot stand to the situation which can create a new problem. Through this dispute resolution, Special Task Force could settle more than 70% of the problems.

According to our statistic about 25-30% cases, we cannot solve the problems because some reasons, for example: the employer cannot be traced, the employer bankrupt, or the victim is not patient to wait and wanted to go home immediately.

When asked about the reasons why Indonesian domestic workers are abused, he reply was most of the Indonesian workers are very vulnerable, come from villages, poor family and less educated. They are very ignorant and certain parties utilize this situation for their own benefit.

They do not have enough information about their rights and obligations. They did not have sufficient training. So, when they come to Malaysia and have to work, some of them are not fit and the problems arose.

The problems of domestic workers in Malaysia are complicated. Singapore and Hong Kong have special regulation on domestic workers such as minimum salary for the employer to get worker, minimum wage (worker in Singapore get RM900-1400, workers in Hong Kong RM1200-2000), rest day, limitation working hour, etc, while there is none in Malaysia.

Currently President of the Republic of Indonesia, Susilo Bambang Yudoyono and Prime Minister of Malaysia, Abdullah Ahmad Badawi agreed to improve the condition of Indonesian domestic workers in Malaysia. The delegation from both countries will sit

together and review the Memorandum of Understanding in order to fulfill the interest of both side and minimize the problems.

5.4 Remedial Measures

There are some remedies in order to solve the problems of these Indonesian female domestic workers. Based on the interviews that had been conducted, there are some court cases, police case, and also unsolved cases.

The options of remedies for these Indonesian female domestic workers are as follows:¹⁷³

5.4.1 Mediation

Mediation is one of the forms of alternative dispute resolution that has been used to settle the problems between Indonesian female domestic worker with the employer. The staff of the Indonesian Embassy is the mediator.

Before the mediation process starts, the Indonesian Embassy will interview the victim and classify the case. After that, the Indonesian Embassy will call their agent or their employer to make clarification and crosscheck the report data.

Most of the cases of Indonesian female domestic workers are solved by the mediation process because this is the first step that the Indonesian Embassy will do in solving the problems. By meeting up the involved parties, the employer and the employees, in order

¹⁷³ Based on the interview conducted with the staff on the Indonesian Embassy in Kuala Lumpur

to know what is the real situation of the case. Many cases had been solved through this mediation process but there were a lot of cases also that cannot be settled through it. The problem is sometimes the employer is not cooperative. The employer did not come when the Indonesian Embassy called them. If the employer did not show good will in solving the problems, the Indonesian Embassy will file a suit with the Court.

The mediation process is better than litigation process because it does not cost a lot of money and the time frame is faster also.

5.4.2 Compensation

Compensation is paid to compensate the domestic worker for loss, injury or harm suffered by another breach of duty by the employer. The domestic workers have to prove employer negligence or fault. In the case of the Indonesian female domestic workers, the compensation was often awarded for the cases of unpaid wages.

If we look at the interview above with Charge d' Affaires ad interim, Tatang B. Razak, the Indonesian Embassy proposed compensation to settle the problems because they consider this dispute resolution is the best and based on their experience, legal process will take time and the victims cannot stand it which create a new problem.

5.4.3 Criminal and Civil Court Proceedings

If the process of mediation cannot solve the problems, litigation will be the final solution. However for serious case, such as physical abuse, sexual abuse, the cases have to be before the court

This process will take time as usually is the case of Indonesian domestic workers. It seems the process that has always been dragged too long. Nevertheless, the process costs a lot of money to pay for the lawyer's fees and Court's fees. The victim of course did not have any money. How are they going to pay these? In most cases, the Indonesian Embassy and the NGO will provide lawyer for the victim.

Based on the interview conducted, there were 3 Court's Cases, these cases were tried to settle through mediation process. The 3 court's cases were Nirmala Daniel Bonat's case, Sanih Nurwanih's case and Yudista Purwaningtyas's case. The police case was Sunidah's case. The case which was solved through mediation process was Elpina binti Misnah's case with compensation of the amount RM3,030.00.¹⁷⁴

In Singapore, if there were disputes occurred between employer and domestic worker, the Indonesian Embassy will cooperate with the recruitment agencies to do mediation. Mediation is the first resort to settle the problems. If mediation process is not effective, litigation is the final resort to settle the problems. The remedial measure taken by the

¹⁷⁴See Appendix F

Indonesian Embassy in Singapore is same with the measure taken by the Indonesian Embassy in Kuala Lumpur.

In Hong Kong, if there are any disputes between the domestic workers and their employers, if the employer abused the domestic helper, she can make report to the police and if the dispute is about working conditions, she can report to the Labour Department. It can be settled individually by mediation or in the Labour Court, the Civil Court and the Criminal Court.

5.5 Conclusion

There are some remedial measures to settle the problems of Indonesian female domestic workers. First, mediation is the first step to do in settling the case of the domestic workers. It is the best solution because it does not cost a lot of money and faster. 70% of the cases of Indonesian domestic workers are settled through this dispute resolution. Second, compensation is a remedial measure for cases such as unpaid salary. Third, Court is the last resort to settle the problems. If the involved parties do not cooperative, so they have to go the court to settle it. There are two types of court, as follows: Civil Court and Criminal Court. The Court proceedings take a lot of time and also requires a lot of money.

There are some unsolved cases of the Indonesian female domestic workers. The reason include: the employer cannot be traced, the employer is bankrupt, or the victim is not patient to wait and wanted to go home immediately.

CHAPTER 6

CONCLUSION AND RECOMMENDATION

6.1 Conclusion

The result of this study of Indonesian female domestic workers is that although there is law which regulates the placement and protection of Indonesian workers overseas, still there are weaknesses during the pre-placement process. Examples weaknesses such as falsified document, illegal fees and debt bondage, corruption and lack of information on the part of the recruitment agencies. The Indonesian Law No. 39 of 2004 is one of the actions that the Government of the Republic of Indonesia has taken to minimize the problems of domestic workers. This law is not effective enough. Philippines is a good example to follow. This country is also sending their domestic workers overseas. The Government of the Philippines approved a series of resolutions designing policy reforms that seek to improve the lot of household workers. The Migrant Workers and Overseas Filipinos Act of 1995 is an act whose purpose is to institute the policies of overseas employment and establish a higher standard of protection and promotion of the welfare of migrant workers, their families and overseas Filipinos in distress.

In the placement process of Indonesian domestic workers, the study shows that the private employment agencies (Malaysian Recruitment Agencies) have an important role because the Indonesian domestic workers obtain their job through these agencies. In Malaysia, there is no legislation which governs domestic worker. The Malaysian Employment Act 1955 denies the protection for domestic workers which is enjoyed by all other workers such as: notice of termination of contract, termination of contract for special reasons, limitation on advances to employees, rest days, hours of work, holidays and other conditions of service and termination, lay-off and retirement benefits. The Malaysian Employment Act 1955 similar to the Singapore Employment Act 1968 because these two legislations exclude protections for domestic workers. This is in contrast to the Hong Kong Employment Ordinance Chapter 57, which provides a comprehensive range of employment protection and benefits to employees which also include domestic workers.

The weaknesses on the placement process are as follows:

- a. there is no effective monitoring system by the Government of the Republic of Indonesia;
- b. there is no effective monitoring system by the Government of Malaysia;
- c. there is no requirement for the Malaysian Recruitment Agency to fulfill basic and fundamental responsibilities in the Private Employment Agencies Act 1981;

- d. the domestic worker cannot keep their own passport;
- e. infringement by the employer of their duties and responsibilities;
- f. infringement by the Malaysian Recruitment Agencies of their duties and responsibilities;
- g. there is no protection under the Malaysian employment laws for Indonesian domestic workers; and
- h. illegal confinement.

There are other weaknesses on the placement process, such as the loopholes in the legislation in Malaysia (the Employment Act 1955, the Immigration Act 1959/63 and the Private Employment Agencies Act 1981) and also weakness in the Ministry of Women, Family and Community Development which do not focus on helping female migrant workers.

The study shows that the Indonesian domestic workers confront the risk of exploitations and abuses, such as: unpaid salary/wages, physical abuse, sexual abuse, prohibition on practicing their religion and unscrupulous agent. The landmark case is the case of Nirmala Daniel Bonat's which attract local and international media attention. The Government of the Republic of Indonesia and the Government of Malaysia have taken

some steps to minimize the problems of Indonesian female domestic workers in Malaysia but still there is a need for better protection for Indonesian domestic workers. There are international instruments which give protection for migrant workers and members of their families such as ILO Convention of the Migration for Employment (Revised) No. 97; ILO Convention of the Migrant Workers (Supplementary Provision) No. 143; and the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families. The problem is the Government of the Republic of Indonesia and the Government of Malaysia have not ratified these Conventions.

6.2 Recommendation

Based on the study of Indonesian female domestic workers in Malaysia, whereby there were many Indonesian female domestic workers who suffered abuses and exploitation in every stage of employment (recruitment, training, placement or employment), there is urgent need for better protection of Indonesian female domestic workers.

The Government of the Republic of Indonesia should consider making an effective law which can minimize the weaknesses during the placement process, such as falsified documents; illegal fees and debt bondage; and corruption. The Government also needs to make amendments to the Placement and Protection of Indonesian Workers Overseas Law No. 39 of 2004. The implementation of this law is still not effective.

Malaysia and Indonesia should ratify the International instruments such as ILO Convention of Migration for Employment (Revised) No. 97, 1949; ILO Convention of Migrant Workers (Supplementary Provisions) No. 143, 1975; ILO Convention of Private Employment Agencies No. 181, 1997; and also the International Convention on the Protection of the Rights of Migrant Workers and Members of Their Families. It is because all of the Conventions are giving protection for the rights of migrant workers and ensure that the rights of migrant workers are protected and respected.

There should be amendments to the Employment Act 1995 because there is no basic protection for the domestic workers, such as notice of termination of contract; termination of contract for special reasons; limitation on advances to employees; rest days; hours of work, holidays and other conditions of service and termination; lay-off and retirement benefits; and also standard contracts. The Government of Malaysia also should make amendments to the Private Employment agencies Act 1981 because there are many loopholes and weaknesses within this Act. There are no conditions in the Act which require the agency to fulfill certain basic and fundamental obligations. It is dangerous because the Malaysia recruitment agency can do whatever they want with their business of employment agency, get all the benefit and do not care about the welfare of the domestic workers. There should be a good monitoring system by the Government of Malaysia in controlling the business of private employment agency. It is good if there is a Government body either by the Government or the Republic of Indonesia or the Government of Malaysia which can do regular check on the domestic workers in Malaysia in order to check on their conditions.

The Government of the Republic of Indonesia and the Government of Malaysia have to improve the condition of Indonesian female domestic workers in Malaysia by making bilateral agreements which governs this issue. There is Memorandum of Understanding by the Government of the Republic of Indonesia and the Government of Malaysia but the content of the Memorandum of Understanding is not sufficient for the rights and protections for domestic workers. There is a need to revise this Memorandum of Understanding.

Perhaps the Government of the Republic of Indonesia should take a lesson from the Government of Philippines. The Government of Philippines really concerned about the rights and protection of their migrant workers overseas, by making a series of resolutions and regulations concerning the protection of migrant workers. Finally, the Government of Malaysia should consider making employment regulation like Hong Kong's employment regulation which provides a comprehensive range of employment protection and benefits for employees including domestic workers.

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REPUBLIC OF INDONESIA

GOVERNMENT

THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA

AND

THE GOVERNMENT OF MALAYA

ON

THE ACQUISITION AND PLACEMENT OF
INDONESIAN GOVERNMENT

The Government of the Republic of Indonesia and the Government of Malaya, hereinafter referred to as the "Parties", have agreed on the following:

1. The Government of the Republic of Indonesia has agreed to provide the Government of Malaya with a loan of 10,000,000 Indonesian Rupiah (Rp. 10,000,000) for the purpose of financing the development of the Malayan economy. The loan shall be repaid by the Government of Malaya in 10 equal annual installments of 1,000,000 Indonesian Rupiah (Rp. 1,000,000) each, starting from the year 1965.

2. The Government of the Republic of Indonesia has agreed to provide the Government of Malaya with a loan of 10,000,000 Indonesian Rupiah (Rp. 10,000,000) for the purpose of financing the development of the Malayan economy. The loan shall be repaid by the Government of Malaya in 10 equal annual installments of 1,000,000 Indonesian Rupiah (Rp. 1,000,000) each, starting from the year 1965.

3. The Government of the Republic of Indonesia has agreed to provide the Government of Malaya with a loan of 10,000,000 Indonesian Rupiah (Rp. 10,000,000) for the purpose of financing the development of the Malayan economy. The loan shall be repaid by the Government of Malaya in 10 equal annual installments of 1,000,000 Indonesian Rupiah (Rp. 1,000,000) each, starting from the year 1965.

4. The Government of the Republic of Indonesia has agreed to provide the Government of Malaya with a loan of 10,000,000 Indonesian Rupiah (Rp. 10,000,000) for the purpose of financing the development of the Malayan economy. The loan shall be repaid by the Government of Malaya in 10 equal annual installments of 1,000,000 Indonesian Rupiah (Rp. 1,000,000) each, starting from the year 1965.

5. The Government of the Republic of Indonesia has agreed to provide the Government of Malaya with a loan of 10,000,000 Indonesian Rupiah (Rp. 10,000,000) for the purpose of financing the development of the Malayan economy. The loan shall be repaid by the Government of Malaya in 10 equal annual installments of 1,000,000 Indonesian Rupiah (Rp. 1,000,000) each, starting from the year 1965.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE
REPUBLIC OF INDONESIA
AND
THE GOVERNMENT OF MALAYSIA
ON
THE RECRUITMENT AND PLACEMENT OF
INDONESIAN DOMESTIC WORKERS

The Government of the Republic of Indonesia and the Government of Malaysia, hereinafter referred to singularly as "the Party" and collectively as "the Parties";

REFERRING to the Agreed Minutes of the Seventh Meeting of the Joint Commission for Bilateral Cooperation between the Parties held in Kuala Lumpur on 18-20 February 2002 concerning the need for the relevant authorities of both countries to jointly review the Note of Agreement on the Guidelines on the Hiring of Indonesian Maids between Indonesia and Malaysia of 30 January 1996;

TAKING INTO ACCOUNT the Joint Statement of the Annual Consultation between the Prime Minister of Malaysia and the President of the Republic of Indonesia at Bukit Tinggi, Indonesia on 12-13 January 2006;

BELIEVING that the employment of domestic workers from the Republic of Indonesia in Malaysia shall be an area of cooperation which is mutually beneficial to both countries;

REALIZING that recruitment of domestic workers requires a separate framework to facilitate the selection, conveyance and recruitment of domestic workers from the Republic of Indonesia;

PURSUANT to the prevailing laws, rules, regulations, policies and directives of the respective countries;

HAVE REACHED AN UNDERSTANDING on the following matters:

Article 1

For the purpose of this Memorandum of Understanding (MOU):

"Domestic Workers" means a citizen of the Republic of Indonesia who is contracting or contracted to work in Malaysia for a specified period of time for specific individual as a domestic servant as defined in the Employment Act 1955, the Labour Ordinance Sabah (Chapter 67) and the Labour Ordinance Sarawak (Chapter 76).

"Employer" means any individual granted approval by the relevant authorities in Malaysia to employ Domestic Workers from the Republic of Indonesia.

"Indonesian Mission" means the Embassy of the Republic of Indonesia and/or Consulate General of the Republic of Indonesia and/or Consulate of the Republic of Indonesia, in Malaysia.

"Malaysian Mission" means the Embassy of Malaysia and/or Consulate General of Malaysia and/or Consulate of Malaysia, in Indonesia.

"Indonesian Recruitment Agency" (IRA) means an Indonesian recruitment agency approved by the Indonesian Government for the purpose of recruiting Indonesian Domestic Workers.

"Malaysian Recruitment Agency" (MRA) means a private employment agency licensed under the Private Employment Agency Act 1981 and approved by the Malaysian Government for the purpose of recruiting Domestic Workers from Indonesia.

"Work Pass" means a visit pass (temporary employment) issued by the Immigration Department of Malaysia (IDM) to permit the Domestic Worker to work in Malaysia..

Words and expressions in the singular include the plural, and words and expressions in the plural include the singular.

Article 2

The objective of this MOU is to develop the existing cooperation between the Parties for the purpose of strengthening the mechanism on the conveyance and recruitment of Domestic Workers from the Republic of Indonesia.

Article 3

The Parties agree that the recruitment of Domestic Workers for employment in Malaysia shall be conducted in accordance with this MOU.

Article 4

The Government of Malaysia recognizes that the Domestic Workers shall be employed in accordance with the terms and conditions of employment as provided under the relevant laws, rules, regulations, policies and directives relating to employment in Malaysia.

Article 5

1. Any Employer who wishes to employ a Domestic Worker without the service of MRA or through IRA must obtain prior approval from the relevant authorities in Malaysia. The relevant authorities shall, as soon as practicable, inform such approval to the Indonesian Mission.
2. The Parties agree that the implementation of the employment as referred to in paragraph 1, shall be dealt with by the Joint Working Group as stipulated in Article 12.

Article 6

The Government of the Republic of Indonesia agrees to ensure that the Domestic Workers who are offered for selection by the employer to work in Malaysia shall satisfy the following conditions prior to entry into Malaysia:

- (a) be at least 21 years of age but not more than 45 years of age;
- (b) possess sufficient knowledge of Malaysian laws, culture and social practices;
- (c) possess the ability to communicate either in Malay and/or English language;
- (d) satisfy Malaysian immigration procedures in Malaysia;
- (e) must be certified fit and healthy in accordance with the requirements of the relevant authorities in Malaysia and Indonesia; and
- (f) do not possess any previous criminal records.

Article 7

1. The Domestic Workers under employment in Malaysia shall comply with all Malaysian laws, rules, regulations, policies and directives; and respect Malaysian traditions and customs in their conduct as Domestic Workers in Malaysia.
2. The Employers shall comply with all Malaysian laws, rules, regulations, policies and directives.

Article 8

The Parties acknowledge that the responsibilities of the Employer, MRA, IRA and Domestic Workers for the purpose of the implementation of this MOU shall be in accordance with Appendix A.

Article 9

The Domestic Workers who are recruited under this MOU shall work in Malaysia:

- (a) for a specified period of time in accordance with the Contract of Employment as per Appendix B; and
- (b) subject to the terms and conditions of the Contract of Employment as per Appendix B.

Article 10

Subject to Article 9, the Domestic Workers may be allowed to continue working in Malaysia as required by the Employer.

Article 11

1. The Parties shall facilitate the repatriation of the Domestic Workers upon the termination of their Contract of Employment.
2. The respective Party shall take appropriate action against Employers or MRA or IRA or Domestic Workers that contravene the provisions of this MOU.

Article 12

1. The Parties agree to establish a Joint Working Group comprising the relevant officials from the respective Governments to discuss any matter arising from the implementation of this MOU.
2. The Joint Working Group shall meet from time to time and designate the venue and date of the meeting.

Article 13

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MOU which shall take effect immediately after notification has been given to the other Party through diplomatic channels.

Article 14

This MOU shall substitute and supersede the Notes of Agreement on the Guidelines on the Hiring of Indonesian Maids between Malaysia and Indonesia of 30 January 1996.

Article 15

This MOU may be amended, modified or revised by exchange of letters of mutual consent between the Parties through diplomatic channels. Such amendment, modification or revision shall come into force on such date as may be determined by the Parties.

Article 16

Any dispute arising out of the interpretation or implementation of this MOU shall be settled amicably through consultations or negotiations between the Parties without reference to any third party.

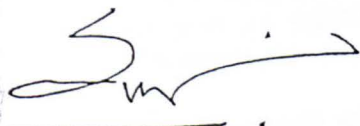
Article 17

1. This MOU shall enter into force on a date to be mutually agreed upon by the Parties, which shall be notified through the exchange of Diplomatic Notes.
2. This MOU shall remain in force for a period of five (5) years from the date of signing subject to extension by mutual agreement of both Parties.
3. Either Party may terminate this MOU by notification through diplomatic channels, which shall enter into force six (6) months after the date of such notification.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Governments, have signed this MOU.

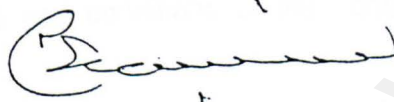
DONE at Bali, Indonesia on the 13th day of May in the year 2006, in Bahasa Indonesia, Bahasa Malaysia and English, all texts being equally authentic. In case of any divergence of interpretation of this MOU, the English text shall prevail.

On Behalf of the Government of
the Republic of Indonesia



Erman Suparno
Minister of Manpower and
Transmigration
Republic of Indonesia

On Behalf of the Government
of Malaysia



Dato' Seri Mohd Radzi bin Sheikh Ahmad
Minister of Home Affairs
Malaysia

What document?

APPENDIX A

A. Responsibilities of the Employer

- i. The Employer is responsible personally or through an authorised MRA to obtain the approval from the relevant authorities in Malaysia for the purpose of recruitment/employment of Domestic Workers.
- ii. Subject to article 5 of the MOU, the Employer may personally or through an authorised MRA recruit Domestic Workers in Indonesia through IRA.
- iii. The Employer shall pay the Domestic Workers monthly wages in the amount as agreed in the terms and conditions of the Contract of Employment.
- iv. The Employer shall sign the Contract of Employment in Malaysia before or at the time of commencement of employment and a copy of such contract shall be provided to the Domestic Workers.
- v. The Employer shall be responsible for the following payments:
 - (a) Transportation cost from the original exit point in Indonesia to the place of employment in Malaysia;
 - (b) Security deposits as required by the Immigration Department of Malaysia;
 - (c) Processing Fees;
 - (d) Work Pass;
 - (e) Medical examination for the purpose of renewal of the Work Pass; and
 - (f) Annual levy.
- vi. The Employer shall, in the event that the Domestic Workers are recruited pursuant to Article 5 of the MOU, be responsible for the necessary arrangement of the entry of the Domestic Workers upon arrival at the entry point in Malaysia and thereafter.
- vii. The Employer shall ensure the Domestic Workers undergo medical examination within one (1) month from the date of arrival in Malaysia as required by the Government of Malaysia.
- viii. The Employer shall, in the event that the Domestic Workers are recruited pursuant to Article 5 of the MOU, be responsible for the repatriation cost of the Domestic Worker who is not certified as fit and healthy from the medical examination conducted under paragraph vii above.

- ix. The Employer shall provide coverage for Domestic Workers under the Foreign Workers Compensation Scheme as prescribed by the Minister of Human Resources, Malaysia:
- x. The Employer shall ensure that Domestic Workers receive their foreign worker cards from the Immigration Department of Malaysia as soon as practicable and the card shall be kept by the Domestic Workers.
- xi. The Employer shall renew the Domestic Workers' Work Pass three (3) months before the expiry date. Any fee, penalty or compound due to the failure of the Employer to do so shall be borne by the Employer.
- xii. The Employer shall be responsible for the safe keeping of the Domestic Worker's passport and to surrender such passport to the Indonesian Mission in the event of abscondment or death of the Domestic Workers.
- xiii. The Employer shall bear the cost of using the services of MRA where applicable.
- xiv. In the event of death of the Domestic Workers, the Employer shall bear the cost of funeral or the repatriation of the remains of the Domestic Workers and such cost shall be reimbursed from the Foreign Workers Compensation Scheme.
- xv. The Employer shall at all times respect and pay due regards to the sensitivity of religious belief of the Domestic Workers, including the right to perform prayers and to refuse to handle and consume non-Halal food.
- xvi. The Employer shall provide the Domestic Workers with reasonable accommodation with basic amenities.
- xvii. The Employer shall provide the Domestic Workers with adequate rest.
- xviii. The Employer shall undertake that the Domestic Workers shall be employed for the purpose of household duties.
- xix. The Employer shall furnish the Malaysian Labour Department particulars of the Domestic Workers including the worker's next of kin within fourteen (14) days from the commencement of the employment.
- xx. The repatriation cost of the Domestic Workers from their place of work to their original exit point in Indonesia shall be borne by the Employer in accordance with the following circumstances:
 - a. at the completion of Contract of Employment;
 - b. termination of the Contract of Employment by the Employer; or

c. termination due to non-compliance of the terms and conditions of the Contract of Employment by the Employer.

xxi. The Employer shall, prior to leaving Malaysia to work in a foreign country and intending to bring together the Domestic Workers, do all things necessary to ensure the termination of the Work Pass and obtain the necessary approval from the Indonesian Mission.

xxii. The Employer shall, as reasonably practicable, and if requested by the Domestic Worker, assist the Domestic Worker to open an account at any Malaysian financial institution.

B. Responsibilities of the Malaysian Recruitment Agency (MRA)

i. MRA shall, upon request of the Employer, apply on behalf of the Employer approval from the relevant authorities in Malaysia for the purpose of recruiting/employing Domestic Workers.

ii. MRA shall provide biodata of potential Domestic Workers according to the Employer's specification for the purpose of selection of the Domestic Workers.

iii. MRA shall ensure that the Domestic Workers provided to the Employer fulfil the specification as required by the Employer.

iv. MRA, shall be responsible for the arrangement of the entry of the Domestic Workers upon arrival at the entry point in Malaysia and thereafter.

v. MRA shall provide a substitute Domestic Worker in the event of abscondment of the Domestic Worker or such Domestic Worker has been certified as medically unfit during the first three (3) months as agreed between MRA and the Employer.

vi. MRA shall arrange for the renewal of Domestic Worker's Work Pass three (3) months before the expiry date if authorized by the Employer.

vii. MRA shall maintain and update records of the Employer and the Domestic Workers including the Domestic Workers' next of kin. The MRA shall keep the Indonesian Mission informed on such update records.

viii. MRA shall not instruct the Employer to deduct the Domestic Worker's wage save in accordance with the relevant laws.

ix. MRA shall ensure that the Domestic Workers who are selected for employment in Malaysia are certified fit and healthy in accordance with the relevant authorities in Malaysia.

- x. MRA shall be responsible for the repatriation cost of the Domestic Workers who are not certified fit and healthy from the medical examination conducted under paragraph (ix) above,
- xi. MRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Employer and Domestic Workers respectively.
- xii. MRA shall maintain a record on the placement of the Domestic Workers for purposes of inspection by relevant authorities in Malaysia.
- xiii. MRA shall comply with the fees for the recruitment and placement of Domestic Workers as agreed upon by the relevant Malaysian and Indonesian authorities.
- xiv. MRA shall not operate / conduct the business of recruitment and placement of Domestic Workers in Indonesia.

C. Responsibilities of the Indonesian Recruitment Agency (IRA)

- i. IRA shall be responsible to provide potential Domestic Workers according to the Employer's specification to be interviewed and/or selected by the Employer or MRA.
- ii. IRA shall be responsible on behalf of the Domestic Workers to obtain the necessary travel documents and to arrange for medical examination at the designated medical centers in Indonesia.
- iii. IRA shall ensure that the Domestic Workers who are to be interviewed and selected are certified fit and healthy by the medical authorities in Indonesia.
- iv. IRA shall be responsible to ensure that the terms and conditions of the Contract of Employment are fully explained and understood by the Domestic Workers during the selection exercise.
- v. IRA shall be responsible to furnish the Domestic Workers with a copy of their passport; the original contract of placement, information and particulars of Employer, and contact persons of the Indonesian Mission, MRA and IRA.
- vi. IRA shall provide a substitute Domestic Worker in the event of abscondment of the Domestic Worker or such Domestic Worker has been certified as medically unfit during the first three (3) months as agreed between IRA and MRA and/or the Employer.
- vii. IRA shall ensure that the Domestic Workers provided to the Employer fulfil the specification as required by the Employer.

- ix. IRA shall maintain and update records of the Employer and the Domestic Workers including the Domestic Workers' next of kin. The IRA shall keep the Malaysian Mission in Indonesia informed on such update records.
- x. IRA shall comply with the fees for the recruitment and placement of Domestic Workers as agreed upon by the relevant Malaysian and the Indonesian authorities.
- xi. IRA shall not operate/conduct the business of recruitment and placement of Domestic Workers in Malaysia.

D. Responsibilities of the Domestic Workers

- i. The Domestic Workers shall sign the Contract of Employment before the time of commencement of employment. A copy of such contract shall be provided to the Domestic Workers.
- ii. The Domestic Workers shall be responsible for the following payments:
 - (a) Visa;
 - (b) Travelling document and other related documentation imposed by the relevant authority in Indonesia;
 - (c) Medical examination prior to employment of the Domestic Worker's Work Pass;
 - (d) Accommodation and incidental expenses charged by IRA in Indonesia before departure;
 - (e) Transportation cost from the place of residence of the Domestic Workers to the original exit point in Indonesia; and
 - (f) Other expenses incurred in Indonesia.
- iii. Domestic Workers shall ensure a copy of the medical examination report is available to be shown upon request at the entry point.
- iv. The Government of Malaysia reserves the right to revoke the Work Pass in the event that the Domestic Workers marry in Malaysia during the period of employment.
- v. No members of family or any other person shall be allowed to stay with the Domestic Workers in the place of employment without the consent of the Employer.
- vi. The Domestic Workers shall be responsible to produce their foreign worker card for identification purposes to enforcement agencies whenever required during their stay in Malaysia.

- vii. The Domestic Workers shall abide by all Malaysian laws, rules, regulations and policies and respect Malaysian traditions and customs during their stay in Malaysia.
- viii. The Domestic Workers shall perform assigned responsibilities towards children, young persons and persons under their care in a responsible manner.
- ix. The repatriation cost of the Domestic Workers shall be borne by the Domestic Workers in the event of:
 - a. termination due to negligence or abuse of children and young persons or persons under their care;
 - b. resignation or abscondment of the Domestic Workers; or
 - c. termination of employment pursuant to paragraph 7 of the Contract of Employment.

CONTRACT OF EMPLOYMENT

This contract is made by and between the Employer, of the first part, and the Domestic Worker, of the second part, who have agreed that the Domestic Worker shall be employed by the Employer for the term and conditions hereinafter expressed.

THE EMPLOYER AGREES AS FOLLOWS:

1. **Duration of the Contract.**

The Employer shall employ the Domestic Worker for the term and conditions hereinafter expressed, and shall be bound to the provisions of the contract and the rules and regulations of the Employer.

APPENDIX B

The Domestic Worker shall be employed by the Employer for the term and conditions hereinafter expressed, and shall be bound to the provisions of the contract and the rules and regulations of the Employer.

The Domestic Worker shall be employed by the Employer for the term and conditions hereinafter expressed, and shall be bound to the provisions of the contract and the rules and regulations of the Employer.

2. **Place of Work / Residence of Domestic Worker.**

The Domestic Worker shall work and reside only at the residence of the Employer during the duration of the contract.

3. **General Responsibilities of the Domestic Worker.**

The Domestic Worker shall work only for the Employer and shall not seek employment or be employed elsewhere.

The Domestic Worker shall be responsible for the maintenance of the Employer's household and for the care of the Employer's children.

APPENDIX B

CONTRACT OF EMPLOYMENT

This Contract is made on this _____ day of _____ in the year _____ between _____, I/C No. _____ of _____ (hereinafter referred to as the Employer) of the one part and _____, holder of Indonesian Passport No. _____ of _____ (hereinafter referred to as the Domestic Worker) of the other part.

IT IS HEREBY AGREED as follows:

1. Duration of the Contract

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

2. Place of Work / Residence of Domestic Worker

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

3. Duties and Responsibilities of the Domestic Worker

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

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

4. Duties and Responsibilities of the Employer

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

5. Payment of Wages

- (a) The Employer shall pay the Domestic Worker a monthly wage of RM _____ (RINGGIT MALAYSIA) and the payment shall be in accordance with labour laws of Malaysia;
- (b) No deduction of the monthly wages of the Domestic Worker shall be done save in accordance with the law.

6. Rest Period

The Domestic Worker shall be allowed adequate rest.

7. Termination of Contract by the Employer

The Employer may terminate the service of the Domestic Worker without notice if the Domestic Worker commits any act of misconduct inconsistent with the fulfilment of the Domestic Worker's duties or if the Domestic Worker breaches any of the terms and conditions of this Contract.

For the purposes of this clause, misconduct includes the following:

- (i) working with another Employer;
- (ii) disobeying lawful and reasonable order of the Employer;
- (iii) neglecting the household duties and habitually late for work;
- (iv) is found guilty of fraud and dishonesty;
- (v) is involved in illegal and unlawful activities;
- (vi) permitting outsiders to enter the Employer's premises or to use the Employer's possessions without Employer's permission;
- (vii) using the Employer's possessions without the Employer's permission.

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

8. Termination of Contract by the Domestic Worker

The Domestic Worker may terminate this Contract without notice if:

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

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

9. General Provisions

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

APPENDIX C

Appendix D: Standard Contract for Filipina Domestic Workers in Malaysia

DEPARTMENT OF LABOUR AND EMPLOYMENT
PHILIPPINES OVERSEAS EMPLOYMENT ADMINISTRATION

STANDARD EMPLOYMENT CONTRACT FOR FILIPINO HOUSEHOLD WORKERS IN MALAYSIA

It is hereby agreed and declared as follows.

1. DURATION AND EFFECTIVITY OF CONTRACT

The employer shall employ the Worker and the Worker shall serve as domestic helper for a period of not more than two consecutive years, commencing on the date of the worker's departure for Malaysia.

2. MONTHLY SALARY/WAGES

The Worker shall be paid her monthly salary of not less than US Dollars Two Hundred (US\$200.00) to be paid in its equivalent in Malaysian currency, payable in cash at the end of each calendar month. The monthly salary must be duly acknowledged by the Worker in writing.

3. WORKING HOURS

The Worker shall not work more than ten (10) hours and shall be given at least a continuous period of eight (8) hours of sleep.

4. DAY-OFF

Frequency of the Worker's day off shall be once a week, preferably Sunday, and shall be treated with flexibility. Days-off shall be paid and should the Employer require the Worker to work during her day-off, an additional compensation of RM\$25.00 shall be given on top of her basic salary for each day-off foregone by the worker.

5. **DUTIES AND RESPONSIBILITIES OF THE WORKER**

The Worker undertakes to perform diligently and faithfully all duties of domestic nature such as but not limited to laundry, cooking, child or baby care, general cleaning and housekeeping of the residence of the Employer and other relevant household chores which the employer may from time to time require.

The Worker is expected at all times to observe proper decorum and shall be courteous, polite, and respectful to her Employer and members of his/her family. She shall also observe the Code of Discipline for Filipino Workers and abide by the laws of Malaysia and respect its customs and tradition.

6. **DUTIES AND RESPONSIBILITIES OF THE EMPLOYER**

The Employer shall at all times treat the Worker in a just and humane manner. Under no circumstance shall physical violence be used by the Employer or any member of his/her household on the Worker. The Employer shall further undertake to create harmonious relations and working conditions which are conducive to good employer-employee relations.

7. **TERMINATION OF CONTRACT**

Neither the Employer nor the Worker may unilaterally cancel this Contract except as follows:

- a.) The employer may terminate the Contract when the Worker
 - i.) willfully disobeys the Employer's just orders
 - ii.) commits serious acts of misconduct or dishonest
 - iii.) habitually neglects her duties
 - iv.) violates the laws of Malaysia

The Worker shall shoulder the cost of repatriation

- b.) The Worker may terminate this contract upon the following instances

- i.) when the Worker is subjected to inhuman treatment by the Employer or any member of his/her household
- ii.) when the worker reasonably fears physical harm from violence or disease
- iii.) when the Employer violates the terms and conditions of this contract
- iv.) when the Employer commits any of the following acts- deliberate non-payment of salary, physical molestation, physical assault and illegal employment

c.) The Employer of Worker may terminate employment by giving at least 14 day's notice to the other party. The party terminating the contract shall shoulder the return transportation expenses.

8. SETTLEMENT OF THE DISPUTE

In case of any dispute between the Worker and the Employer, the Malaysian Employment Agency concerned shall, in the first instance, endeavor to settle the issue amicable to the best interest of both parties. If the dispute remains unresolved, the matter shall be referred to the Labor Authorities of Malaysia for adjudication without prejudice to whatever legal action the aggrieved party may take against the other.

9. CUSTODY OF PASSPORT

The Worker shall have custody over his/her passport during the entire duration of this contract.

10. REPATRIATION UPON RENEWAL OR COMPLETION OF CONTRACT

Upon completion of this Contract, the Employer shall furnish the Worker with a one-way economy class air ticket to the Philippines.

Should the Contract be extended for a further period of one (1) year, the Employer shall allow the Worker to return to the Philippines on paid leaves of no less

than fifteen (15) calendar days. In this instance, the Employer shall furnish the Worker with a round trip economy class air ticket.

On expiry of the period of the extended contract, the Employer shall furnish the Worker with a one way economy class air ticket to the Philippines.

11. GENERAL PROVISIONS

The Worker shall be entitled to the following benefits:

- a.) Free transportation from Manila, Philippines to site of employment.
- b.) Suitable accommodation free of charge and three square meals a day, including free working clothes.
- c.) Free medical services, including free hospitalization when the Worker is unable to perform his/her duties on account of illness or disability not attributable to employment. In case of illness or injury arising out of or in the course of employment the employer shall provide all necessary medical and hospital attention and full wages for the first thirty (3) days of illness. Should the illness or personal injury, as certified by a local Medical Practitioner, prevent him/her from further services, the Employer shall immediately take steps to repatriate her with a one-way economy class air ticket to the Philippines.
- d.) The employer shall assist the Worker in the regular remittance of at least 50% of her salary to her designated beneficiaries in the Philippines through normal banking channels.
- e.) All labor laws in Malaysia applicable and favorable to domestic helpers are deemed included in this employment contracts.
- f.) In case of death of the Worker, the Employer shall bear the expenses for the repatriation of the Worker's remains and personal properties to the Philippines.

12. SPECIAL PROVISIONS

a.) The Worker shall work exclusively for the Employer and his/her immediate household. The Employer shall in no case require the Worker to work in another residence or at his/her business establishment.

b.) It shall be unlawful to deduct any amount from the regular salary of the Worker other than the compulsory contributions prescribed by law. Such deductions must be issued a corresponding receipt.

c.) The Employer shall provide the Worker with Personal Life and Accident Insurance in the amount of not less than M\$10,000 for the duration of the Contract of Employment at no cost to the Worker.

d.) The Employer shall provide the Worker a copy of the employment contract which has been authenticated by the Philippines Embassy and validated by the Philippines Overseas Employment Administration (POEA).

13. NON-ALTERATION

No provisions of this contract shall be altered, amended or substituted without the written approval of the Philippines Embassy in Malaysia or the Philippines Overseas Employment Administration (POEA).

In Witness Whereof, the contracting parties, having read carefully and fully understand the terms and conditions of the Contract, hereunto set their signatures below, this day of of the year in Malaysia.

APPENDIX D

**LIST OF FOREIGN MAID AGENCIES REGISTERED WITH IMMIGRATION
DEPARTMENT OF MALAYSIA (JUNE 2007)**

PERLIS

No.	Name of Agency	Address	Registration No.
1	A.P. S.I. SETIA SDN BHD	11, JALAN BUNGA CINA, TAMAN PERLIS, 01000 KANGAR, PERLIS.	IM.101/HQ-J/857/4 (662)

KEDAH

No.	Name of Agency	Address	Registration No.
1	A.P. ANB SDN. BHD.	NO. 118, TINGKAT SATU, LORONG PUTRA A/1, PUSAT PERNIAGAAN PUTRA, KELANG LAMA, 09000 KULIM, KEDAH.	IM.101/HQ-J/857/4-(278)
2	A.P. JAFILA SDN. BHD.	LOT 17, STADIUM DARUL AMAN, JLN STADIUM, 05100 ALOR STAR, KEDAH.	IM.101/HQ-J/857/4-(664)
3	A.P. KMSM EMPLOYMENT AGENCY SDN BHD	136B, JALAN MASJID, TAMAN PEKAN BARU, 08000 SUNGAI PETANI, KEDAH.	IM.101/HQ-J/857/4-(231)
4	A.P. MNK SDN. BHD.	NO. 1883-A, JALAN STADIUM, 05100 ALOR SETAR, KEDAH.	IM.101/HQ-J/857/4-(016)
5	A.P. MR & S SDN. BHD.	NO. 2174Q, TKT 1, TMN TUNKU HABSAH, JLN LEBUHRAYA DARULAMAN, 05100 ALOR SETAR, KEDAH.	IM.101/HQ-J/857/4 (036)
6	A.P. MUTIARA WARGA SDN. BHD.	25, LORONG 20, TAMAN PETANI JAYA, 08000 SUNGAI PETANI, KEDAH.	IM.101/HQ-J/857/4-(449)
7	A.P. PERTAMA SDN. BHD.	399, TINGKAT BAWAH,	IM.101/HQ-J/857/4-(211)

No.	Name of Agency	Address	Registration No.
		JLN PINTU 10, OFF JLN PUTRA, 05100 ALOR SETAR, KEDAH.	
8.	A.P. PMA SDN. BHD.	NO. 210C, 2 ND FLOOR, MEDAN PUTERA, 05150 ALOR SETAR, KEDAH.	IM.101/HQ-J/857/4-(210)
9.	A.P. SERUMPUN SDN. BHD.	NO. 702, LORONG KEMUNING 15 BUKIT KULIM 09000 KULIM, KEDAH.	IM.101/HQ-J/857/4-(707)
10.	A.P. T & B SDN. BHD.	NO. 18, MEDAN RAJA, JALAN RAJA, 05000 ALOR SETAR, KEDAH.	IM.101/HQ/J/857/4-(162)
11.	A.P. WAHEEDA SDN. BHD.	3C, WISMA BANDARAN, JLN IBRAHIM, 08000 SUNGAI PETANI, KEDAH.	IM.101/HQ-J/857/4-(608)
12.	A.P. YANG GETT SDN BHD	NO. 6, KAW. PERINDUTSRIAN TANDOP, JLN LENCONG BARAT, 05050 ALOR SETAR, KEDAH.	IM.101/HQ-J/857/4-(451)

PERAK

No.	Name of Agency	Address	Registration No.
1.	A.P. ADVANCED RESOURCES SDN. BHD.	269A, JLN GUNUNG RAPAT, TAMAN IPOH JAYA, 31350 IPOH, PERAK.	IM.101/HQ-J/857/4-(255)
2.	A.P. CAHAYA KALIS SDN. BHD.	NO. 181, JALAN KAMPAR, 30250 IPOH, PERAK.	IM.101/HQ-J/857/4-(142)
3.	A.P. DUNIA GERAK SDN. BHD.	NO. 14A, JLN BUNGA RAYA 5, TAMAN BOON BAK, 31650 IPOH, PERAK.	IM.101/HQ-J/857/4-(214)
4.	A.P. HATIWAJA SDN. BHD.	267A, JLN GUNUNG RAPAT, TAMAN IPOH JAYA, 31350 IPOH, PERAK.	IM.101/HQ-J/857/4-(438)
5.	A.P. HAZ SDN. BHD.	NO. 47A, JLN MEDAN IPOH 4, BANDAR BARU MEDAN IPOH, 31400 IPOH, PERAK.	IM.101/HQ-J/857/4-(024)
6.	A.P. HUPJONG SDN. BHD.	NO. 51-B, JALAN SULTAN AZLAN SHAH UTARA, 34100 IPOH, PERAK.	IM.101/HQ-J/857/4 (259)
7.	A.P. INOVASI KREATIF SDN. BHD.	109, JALAN DENAI INTAN, BANDAR BARU, 36000 TELUK INTAN, PERAK.	IM.101/HQ-J/857/4-(275)
8.	A.P. KINTA SDN. BHD.	NO. 34-1, JLN NG WENG HUP TMN PERTAMA, 30100 IPOH, PERAK.	IM.101/HQ-J/857/4-(470)
9.	A.P. KNIGHT SDN. BHD.	NO. 2404, 1 ST FLOOR, JALAN LUMUT TAMAN SAMUDERA 32040 SERI MANJUNG, PERAK.	IM.101/HQ-J/857/4-(666)

No.	Name of Agency	Address	Registration No.
10.	A.P. LUMAYAN TIMUR SDN. BHD.	NO. 101A, HALA SEPAKAT 15A, TMN PINGGIR RAPAT PERDANA, 31350 IPOH, PERAK.	IM.101/HQ-J/857/4-(073)
11.	A.P. MNK SDN. BHD.	NO. 44, JLN HUSSIEN NORDIN, OFF JLN KAMPONG SIMEE, 31400 IPOH, PERAK.	IM.101/HQ-J/857/4-(016)
12.	A.P. MR & S SDN. BHD.	NO. 25, JALAN CHE TAK, 30300 IPOH, PERAK.	IM.101/HQ-J/857/4 (036)
13.	A.P. PUNCAKMAS SDN. BHD.	110-1, 110-2, JALAN KAMPAR, 30250 IPOH, PERAK.	IM.101/HQ-J/857/4-(469)
14.	A.P. RUSWARNIS SDN. BHD.	NO. 88, JALAN TASEK TIMUR, TAMAN TASEK INDRA, 31400 IPOH, PERAK.	IM.101/HQ-J/857/4-(402)
15.	A.P. SRI ANIKA SDN. BERHAD	NO. 141, JALAN RAJA MUSA AZIZ, 30300 IPOH, PERAK	IM.101/HQ-J/857/4-(371)
16.	A.P. TOP MANAGEMENT (M) SDN BHD	26A, JLN CHUNG THYE PHIN, 30250 IPOH, PERAK.	IM.101/HQ/J/857/4 (066) 31.12.2006
17.	A.P. W P I (M) SDN. BHD.	18-20, PERSIARAN BERCHAM SELATAN 19 TAMAN BERCHAM JAYA, 31400 IPOH, PERAK.	IM.101/HQ-J/857/4-(475)
18.	A.P. WIRA SDN. BHD.	16-A, JALAN FAIR PARK, 31400 IPOH, PERAK.	IM.101/HQ-J/857/4-(361)
19.	TARAS EMPLOYMENT AGENCY SDN BHD	27C, JALAN KUALA KANGSAR, 30010 IPOH, PERAK.	IM.101/HQ-J/857/4 (095)

PULAU PINANG

No.	Name of Agency	Address	Registration No.
1.	A.P. ACE RECRUIT SDN BHD	TINGKAT 1, JALAN ARGYLL, 10050 PULAU PINANG.	IM.101/HQ/J/857/4 (183)
2.	A.P. ADVANCED RESOURCES S/B	15, JLN LIMAU MANIS 4, TMN LIMAU MANIS, 14000 BUKIT MERTAJAM, PULAU PINANG.	IM.101/HQ/J/857/4 (255)
3.	A.P. AFFLUENT HEIGHTS SDN BHD	66-A, JALAN ZAINAL ABIDIN, 10400 PULAU PINANG.	IM.101/HQ/J/857/4 (133)
4.	A.P. AMBER MARK SDN. BHD.	368-3-5, BELLISA ROW, JLN. BURMA, PULAU TIKUS, 10350 PULAU PINANG	IM.101/HQ-J/857/4-(339)
5.	A.P. C & M SDN BHD	52-1, JLN PERNIAGAAN, PUSAT PERNIAGAAN ALMA, 14000 BUKIT MERTAJAM, P. PINANG.	IM.101/HQ-J/857/4-(069)
6.	A.P. CAREER MARKETING SDN. BHD.	NO. 5, LEBOH UNION, 10200 PULAU PINANG.	IM.101/HQ-J/857/4-(498)
7.	A.P. CARRING SDN. BHD.	34 JLN KELISA EMAS, TAMAN KELISA EMAS, 13700 SEBERANG PERAI, P. PINANG.	IM.101/HQ-J/857/4-(286)
8.	A.P. CITRA UNGGUL SDN. BHD.	NO. 64A, FIRST FLOOR, PS1, BANDAR PERDA, 14000 BUKIT MERTAJAM, PULAU PINANG.	IM.101/HQ-J/857/4-(524)
9.	A.P. DELI JAYA SDN BHD	LOT 2-3, THE GALLERY, NO. 1, MEDAN BATU LANCANG, 11600 PULAU PINANG.	IM.101/HQ-J/857/4-(483) 31.12.2006

No.	Name of Agency	Address	Registration No.
10.	A.P. FORSITE SDN BHD	98-2-11A, PRIMA TANJUNG, 11200 JALAN FETTES, P. PINANG.	IM.101/HQ-J/857/4 (144)
11.	A.P. GEMAYAN SDN. BHD.	73, TINGKAT KURAU 4, CHAI LENG PARK, 13700 PRAI, PULAU PINANG	IM.101/HQ-J/857/4-(343)
12.	A.P. GLH SDN. BHD.	488B-02-20, ONE STOP CENTRE, MIDLANDS PARK, JALAN BURMAH, 10350 PULAU PINANG.	IM.101/HQ-J/857/4 (462)
13.	A.P. GOLDEN SUCCESS SDN. BHD.	2086 JLN ROZHAN, TMN IMPIAN RIA ALMA, 14000 BUKIT MERTA JAM, P. PINANG.	IM.101/HQ/J/857/4-(537)
14.	A.P. GRACE SDN. BHD.	NO. 53C, JLN TANJONG TOKONG, 10470 PULAU PINANG.	IM.101/HQ-J/857/4 (087)
15.	A.P. HAI YANG SDN. BHD.	NO. 8, JLN BESAR, TAMAN SINTAR, NIBONG TEBAL, 14300 PULAU PINANG.	IM.101/HQ-J/857/4 (209)
16.	A.P. INDOSIMAL SDN. BHD.	4D-3, TINGKAT KENARI, SUNGAI ARA 11900 BAYAN LEPAS PULAU PINANG.	IM.101/HQ-J/857/4-(704)
17.	A.P. JMV TRADETECH SDN. BHD.	NO. 1-2-2 (1 ST FLOOR), JLN P. RAMLEE, 10460 PULAU PINANG.	IM.101/HQ/J/857/4-(296)
18.	A.P. LANDBOND SDN BHD	C-G-2, SUNWAY BUSINESS PARK, JALAN TODAK 4, 13700 SEBERANG JAYA, PULAU PINANG	IM.101/HQ-J/857/4 (137)

No.	Name of Agency	Address	Registration No.
19.	A.P. MEGA JAYA SDN. BHD.	G-04, CHOO PLAZA, 41, ABOO SITEE LANE, 10400, PULAU PINANG	IM.101/HQ-J/857/4-(267)
20.	A.P. MNK SDN BHD	SUITE 6-2, TINGKAT 6, MENARA PENANG GARDEN, 42A, JLN SULTAN AHMAD SHAH, 10050 PULAU PINANG.	IM.101/HQ-J/857/4-(016)
21.	A.P. MNK SDN. BHD.	NO. 1, JALAN PERAI JAYA 3, SEBERANG PERAI TENGAH, 13600 SEBERANG PERAI, PULAU PINANG.	IM.101/HQ-J/857/4-(016)
22.	A.P. MNS COSNET SDN. BHD.	C-4-1, JALAN TODAK 4, PUSAT PERNIAGAAN SUNWAY, SEBERANG JAYA, PULAU PINANG.	IM.101/HQ-J/857/4 (233)
23.	A.P. MR & S SDN. BHD.	NO. 36, TINGKAT ATAS, JLN. KERUING, KAW. PERNIAGAAN SMPG 4, 14000 BUKIT MERTA JAM, PULAU PINANG.	IM.101/HQ-J/857/4 (036) 28.2.2003
24.	A.P. MRR VENTURE (M) SDN. BHD.	6761, TINGKAT 1, JLN. KG. GAJAH, 12200 BUTTERWORTH, PULAU PINANG.	IM.101/HQ/J/857/4 (434)
25.	A.P. NADA ASAL (M) SDN. BHD.	NO. 96, JALAN PERNIAGAAN, PUSAT PERNIAGAAN ALMA, 14000 BUKIT MERTA JAM, PULAU PINANG.	IM.101/HQ-J/857/4 (418)
26.	A.P. P.T.I. (M) SDN. BHD.	48, JALAN PERAI JAYA 3, BANDAR PERAI JAYA, 13650 SEBERANG PERAI, P. PINANG.	IM.101/HQ-J/857/4 (325)

No.	Name of Agency	Address	Registration No.
27.	A.P. PELITA BARU (M) SDN. BHD.	1-F, JALAN GOTTLIEB, 10350 PULAU PINANG.	IM.101/HQ-J/857/4 (096)
28.	A.P. PRINCETON SDN. BHD.	455 JALAN PERMATANG RAWA, 14000 BUKIT MERTAJAM, P. PINANG.	IM.101/HQ-J/857/4-(048)
29.	A.P. PRINCETON SDN. BHD.	NO. 61, PERSIARAN MAHSURI 1/3 SUNWAY TUNAS BAYAN BARU, 11900 PULAU PINANG.	IM.101/HQ-J/857/4-(048)
30.	A.P. SAGA MASTER SDN BHD	65, JALAN SEANG TEK, 10400 PULAU PINANG.	IM.101/HQ-J/857/4 (128)
31.	A.P. SAKURAMAS SDN. BHD.	G-19, LEBUH NANGKA 2, TAMAN DESA DAMAI, 14000 BUKIT MERTAJAM, P. PINANG.	IM.101/HQ/J/857/4 (136)
32.	A.P. SEJATI BARU SDN. BHD.	NO.35, TINGKAT 1, JLN. ASIAN, 14000 BUKIT MERTAJAM, PULAU PINANG	IM.101/HQ-J/J/857/4(418
33.	A.P. STRATEGI SETIA (M) SDN BHD	285-1 ST FLOOR, JALAN BURMA, 10350 PULAU PINANG.	IM.101/HQ-J/857/4-(084)
34.	A.P. SURVINCE SDN BHD	1-P, TKT 2, JALAN GOTTLIEB, 10350 PULAU PINANG.	IM.101/HQ/J/857/4 (129) 31.1.2007
35.	A.P. VINEDHA (M) SDN. BHD.	SUITE 228, TINGKAT 2, PENANG PLAZA, 126, JALAN BURMAH, 10050 PULAU PINANG.	IM.101/HQ-J/857/4 (288)
36.	A.P. Y.S.L. SDN. BHD.	1-2-1 (1 ST FLOOR), JALAN P. RAMLEE, 10460 PULAU PINANG.	IM.101/HQ-J/857/4-(207)

SELANGOR

No.	Name of Agency	Address	Registration No.
1.	A.P. ABADBARU SDN. BHD.	NO. 17A, JALAN SS 5B/4, KELANA JAYA, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(408)
2.	A.P. ABDULLAH & RAKAN- RAKAN SDN. BHD.	BLK L2-4-4E, JLN PEKANBARU 36, OFF JLN MERU, 41050, KLANG, SELANGOR.	IM.101/HQ-J/857/4-(047)
3.	A.P. ACE RECRUIT SDN BHD	9B, LORONG BUKIT KUDA, OFF JALAN BATU TIGA LAMA, 41400 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(183)
4.	A.P. ADVANCE ADVISORY SDN BHD	7A-2, LEVEL 2, JALAN PJU 1/42, DATARAN PRIMA, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4 (029)
5.	A.P. ALBEST SDN. BHD.	4, TINGKAT 2, JALAN USJ 10/1, TAIPAN TRIANGLE, 47620 SUBANG JAYA, SELANGOR.	IM.101/HQ-J/857/4-(03)
6.	A.P. ALFAJR SDN. BHD.	LOT 20M, KOMPLEKS SELAYANG BATU 8 ½, JALAN RAWANG 68100 BATU CAVES, SELANGOR.	IM.101/HQ-J/857/4-(718)
7.	A.P. ALSTRON SDN BHD	12A, JALAN 222, 46100 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(013)
8.	A.P. AL-WIHDAH SDN. BHD.	NO. 40, JALAN 9/7, SEKSYEN 9 43650 BANDAR BARU BANGI, SELANGOR.	IM.101/HQ-J/857/4-(710)
9.	A.P. ANNEYO SDN BHD	NO. 129A, JALAN SS 25/2, TAMAN MEWAH, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(035)

No.	Name of Agency	Address	Registration No.
10.	A.P. ASAL BAHAGIA SDN. BHD.	192B, JALAN BATU UNJUR 7, BAYU PERDANA, 41200 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(015) 1.3.2005
11.	A.P. ASEANA SDN. BHD.	8A-3, (2 ND FLOOR), JALAN 14/20, 46200 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(312)
12.	A.P. ASIA ONE SDN. BHD.	NO. 9C, JALAN KENARI 4, BANDAR PUCHONG JAYA, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(466)
13.	A.P. ASUHAN BUDI SDN BHD	NO. 4A, JALAN WAWASAN 2/4, BANDAR BARU AMPANG, 68000 AMPANG, SELANGOR.	IM.101/HQ-J/857/4-(228)
14.	A.P. AUGUST PACIFIC SDN BHD	38-A, JALAN SS 2/10, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(401)
15.	A.P. AZ SDN BHD	100M, JALAN SS 21/39, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4-(039)
16.	A.P. AZAM DAYA SDN. BHD.	16B, JALAN SS 2/66, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(051)
17.	A.P. BERKAT MAJU SDN. BHD.	B-2, 19B, BLOCK B PJU 10/9A, PRIMA DAMANSARA 47830 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(656)
18.	A.P. BITARA ULUNG SDN BHD	NO. 15, JALAN BATAI LAUT 7, TAMAN BUKIT CEMERLANG, 41300 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(629)
19.	A.P. BUMIMAS SDN BHD	651, BLOK A1, PST DAGANGAN SETIA JAYA, PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(643)

No.	Name of Agency	Address	Registration No.
20.	A.P. C & S SDN. BHD.	21A, JLN SP 2-2, TAMAN SUBANG PERDANA, 40150 SELANGOR.	IM.101/HQ/J/857/4 (529) 31.12.2007
21.	A.P. C.K. SETIA SDN. BHD.	35A, JALAN MOHD TAHIR 8, OFF JALAN SG. JATI, 41000 KLANG, SELANGOR.	IM.101/HQ-J/208/857/4-(527)
22.	A.P. CAREER FOCUS SDN. BHD.	4A, JALAN ANGGERIK MOKARA 31/E, KOTA KEMUNING, SEK. 31, SHAH ALAM, 40706 SELANGOR.	IM.101/HQ-J/857/4-(326)
23.	A.P. CCS SDN. BHD.	11C, JALAN SS 22/23, DAMANSARA JAYA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4 (115)
24.	A.P. CEKAP SEJATI SDN. BHD.	2-30A1, JLN DESA 1/1, DESA AMAN PURI, 52100 KEPONG, SELANGOR.	IM.101/HQ-J/857/4-(327)
25.	A.P. CERGAS FIRUS SDN. BHD.	NO. 109, JALAN RAJA JALIL 45000 KUALA SELANGOR, SELANGOR.	IM.101/HQ-J/857/4-(633)
26.	A.P. CITA SELASIH SDN BHD	NO. 28-2 (TKT 1) & 28-3 (TKT 2), JLN PJS 8/6, DATARAN MENTARI BANDAR SUNWAY, 46150 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4 (099)
27.	A.P. CITYLINK EMPLOYMENT SDN BHD	NO. 4-A, JALAN SS 15/4C, SUBANG JAYA, 47500 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4-(014)
28.	A.P. DANU GEMILANG SDN BHD	54B, JALAN RAJA HAROUN, 43000 KAJANG, SELANGOR.	IM.101/HQ-J/857/4- (583)

No.	Name of Agency	Address	Registration No.
29.	A.P. DAYA INSANI SDN BHD	NO. 28A, TKT. 1, JALAN WAWASAN AMPANG 4/5, BANDAR BARU AMPANG, 18000 SELANGOR.	IM.101/HQ-J/857/4-(313) 31.10.2005
30.	A.P. DHR SDN. BHD.	NO. 28B, JALAN SS2/66, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(429)
31.	A.P. EASTERN BAY SDN. BHD.	NO. 18A, 1ST FLOOR, JLN. WAWASAN 4/3, BDR. BARU AMPANG, 68000 SELANGOR.	IM.101/HQ-J/857/4-(20)
32.	A.P. EASTERN SDN. BHD.	22A, TINGKAT 1, JALAN KASAWARI 8, TAMAN ENG ANN, 41150 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(025)
33.	A.P. EC SDN. BHD.	34, JALAN UTAS A, SECTION 15/A,40200 SHAH ALAM, SELANGOR.	IM.101/HQ-J/857/4-(466)
34.	A.P. ELITE SDN. BHD.	10-B, JALAN YONG SHOOK LIN, 46200 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(349)
35.	A.P. EMERALD SDN. BHD.	NO. 42-2 & 3, JALAN SR 1/9, TAMAN SERDANG RAYA, 43300 SERI KEMBANGAN, SELANGOR.	IM.101/HQ-J/857/4-()
36.	A.P. ETICA SDN BHD	NO 10G, JLN WAWASAN AMPANG 4/3, BANDAR BARU AMPANG, 68000 AMPANG, SELANGOR.	IM.101/HQ-J/857/4-(642)
37.	A.P. EXPERT SDN. BHD.	NO. 83-A, JALAN SS 21/60, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(390)

No.	Name of Agency	Address	Registration No.
38.	A.P. FOKAS MULIA SDN BHD	NO. 8, TINGKAT 1, JALAN 2/12, BANDAR BARU SELAYANG, 68100 BATU CAVES, SELANGOR.	IM.101/HQ-J/857/4-(566) 31.12.2006
39.	A.P. GEMA INDERALOKA SDN BHD	5-3, JALAN 4/2, TMN BUKIT SERDANG, 43300 SERI KEMBANGAN, SELANGOR.	IM.101/HQ-J/857/4-(271)
40.	A.P. GLOBAL ACCESS (M) SDN. BHD.	96-1, JALAN PJU 1/3B SUNWAYMAS COMMERCIAL CENTER 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(123)
41.	A.P. GOLDEN STAR SDN. BHD.	36A, JALAN SS2/67, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(163)
42.	A.P. GREENLAND SDN. BHD.	NO. 91 A, JLN 8/1, SEKSYEN 8, 43650 BANDAR BARU BANGI, SELANGOR.	IM.101/HQ-J/857/4-(591)
43.	A.P. HANIDA SDN BHD	3A, JALAN 16/1, 46350 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(321)
44.	A.P. HAPPY HOME SDN. BHD.	LOT 178-A, JALAN KAPAR, BATU 1, KAWASAN 23, 41400 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(281)
45.	A.P. HARTA IMPIAN SDN. BHD.	NO. 5A, JALAN 8/1, SEKSYEN 8 43650 BANDAR BARU BANGI SELANGOR.	IM.101/HQ-J/857/4-(669)
46.	A.P. HAYATI SDN. BHD.	66-02-01 (2 ND FLOOR), LORONG BATU NILAM 4A, BANDAR BUKIT TINGGI, 41200 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(542)

No.	Name of Agency	Address	Registration No.
47.	A.P. HAZ SDN BHD	NO. 5B, TINGKAT 2, JALAN KENARI 5, BANDAR PUCHONG JAYA, 47100 SELANGOR.	IM.101/HQ-J/857/4-(024)
48.	A.P. HAZ SDN. BHD.	25-1, JALAN SS 15/2A, 47500 SUBANG JAYA, SELANGOR.	IM.101/HQ-J/857/4-(024)
49.	A.P. HAZ SDN. BHD.	C3A-M, JALAN SELAMAN SATU, DATARAN PALMA, JALAN AMPANG, 68000 AMPANG, SELANGOR.	IM.101/HQ-J/857/4-(024)
50.	A.P. HR-ACCESS SDN. BHD.	NO. 39, 1 ST FLOOR, ROOM 1, JLN USJ 10/1E, 47620 SELANGOR.	IM.101/HQ-J/857/4-(261)
51.	A.P. IBU SDN. BHD.	12B, JLN SG 1/5, TAMAN SRI GOMBAK, 68100 BATU CAVES, SELANGOR.	IM.101/HQ-J/857/4-(348)
52.	A.P. ILHAM TENAGA SDN. BHD.	138-2A, JALAN 1, PUSAT NIAGA BATU CAVES, 68100 SELANGOR.	IM.101/HQ-J/857/4-(282)
53.	A.P. INDOMAIDS SDN BHD	NO. 50C, JALAN 18/2, 46000 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(079)
54.	A.P. INNOVEDGE SDN. BHD.	12A, JALAN SS 21/58, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR	IM.101/HQ-J/857/4-()
55.	A.P. INTISARI KEMBANGAN (M) SDN. BHD.	21B, TKT. 2, LORONG 8/1D, 46050 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(06)

No.	Name of Agency	Address	Registration No.
56.	A.P. JAYA BARU SDN BHD	NO. 19, TINGKAT 1, JALAN SS2/64, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(256)
57.	A.P. JENNI SDN BHD	35A, JALAN ANGGERIK VANILLA X31/X, KOTA KEMUNING, 40460 SHAH ALAM, SELANGOR.	IM.101/HQ-J/857/4-(026)
58.	A.P. KEMUDI TENAGA (M) SDN BHD	15A, JALAN DEPOH, 42000 PORT KLANG, SELANGOR.	IM.101/HQ-J/857/4-(125)
59.	A.P. KENAGAN EKSLUSIF (M) SDN. BHD.	51-1-A, LEBOH GOPENG, 41400 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(028)
60.	A.P. K-MAJU SDN. BHD.	45A, JLN SJ17, TAMAN SELAYANG JAYA, 68100 BATU CAVES, SELANGOR.	IM.101/HQ-J/857/4-(344)
61.	A.P. KOMPAC SDN BHD	NO. 71-1, JLN BATU NILAM 5, BANDAR BUKIT TINGGI, 41100 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(294)
62.	A.P. KUMPULAN CHALK SDN. BHD.	NO. 31, JALAN SATU KAWASAN 16, BERKELEY TOWN CENTRE, 41300 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(083)
63.	A.P. LANDBOND SDN BHD	NO. 29-3A, JALAN SS 23/11, TAMAN SEA, PETALING JAYA, 47400 SELANGOR.	BPA-229/857/4 (137)
64.	A.P. LANDBOND SDN BHD	NO. 2B, JLN WAWASAN AMPANG 4/3, BANDAR BARU AMPANG, 68000 AMPANG, SELANGOR.	BPA-229/857/4 (137)

No.	Name of Agency	Address	Registration No.
65.	A.P. LUMAYAN TIMUR SDN. BHD.	H-03-03, BLOK H, JLN PPK 1, PUSAT PERNIAGAAN KINRARA, TAMAN KINRARA, SEKSYEN 3, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(073)
66.	A.P. M.I. TEAMWORK SDN. BHD.	LOT 2-01-02, JALAN MEDAN PB1A, PUSAT BANDAR BARU BANGI, 43650 BANDAR BARU BANGI, SELANGOR.	IM.101/HQ-J/857/4-(254)
67.	A.P. MAGUDAM SDN. BHD.	NO. 38C, SECOND FLOOR, JLN. 6/3, PANDAN INDAH COMMERCIAL PARK, 55100 AMPANG, SELANGOR.	IM.101/HQ-J/857/4-(010)
68.	A.P. MAJU JAYA SDN BHD	NO. 121B, JLN SS15/5A, 47500 SUBANG JAYA, SELANGOR.	IM.101/HQ-J/857/4-(297)
69.	A.P. MALINDO SDN BHD	NO. 98M, JALAN SS 21/39, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(040)
70.	A.P. MANPOWER PLACEMENT SDN BHD	NO. 1007, BLOCK B, PHILEO DAMANSARA 1, JALAN 16/11, 46350 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(019)
71.	A.P. MAYA IMPIAN SDN BHD	NO. 3-2 (2 ND FLOOR), JALAN PJS 11/28, 46150 BANDAR SUNWAY, SELANGOR.	IM.101/HQ/J/857/4 (167)
72.	A.P. MEGA BUMI SDN. BHD.	NO. 31-3, USJ 21/10 UEP SUBANG JAYA 47630 SELANGOR.	IM.101/HQ-J/857/4-(618)

No.	Name of Agency	Address	Registration No.
73.	A.P. MEGAH PRIMA SDN. BHD.	NO. 33 C, JALAN KENARI 19A BANDAR JAYA 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(715)
74.	A.P. MERAK DINAMIK SDN. BHD.	NO. 30-2B, JALAN RAYA BARAT PUSAT PERNIAGAAN RAYA BARAT 41100 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(623)
75.	A.P. METRO KINTA SDN. BHD.	35A, JLN GOH HOCK HUAT, 41400 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(304)
76.	A.P. METRO SDN. BHD.	NO. 8A, JALAN NIRWANA 1 TAMAN NIRWANA, 68000 AMPANG SELANGOR DARUL EHSAN.	IM.101/HQ-J/857/4-(145)
77.	A.P. MINGWAY SDN BHD	78, TINGKAT 1-3, JLN SS 21/35, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(012)
78.	A.P. MINO KARISMA SDN. BHD.	NO. 31B, JALAN BPU 6, BANDAR PUCHONG UTAMA, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(400)
79.	A.P. MN SDN BHD	40, JALAN SS 21/35, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(059)
80.	A.P. MNK SDN BHD	22A, TINGKAT 2, JLN TIARA 2, BANDAR BARU KLANG, 41150 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(016)
81.	A.P. MNK SDN BHD	NO 45-2, 1 ST FLOOR, JLN USJ 9/55, SUBANG BUSINESS CENTRE, 47610 SELANGOR.	IM.101/HQ-J/857/4-(016)

LEISURE COMMERCE SQUARE,
46150 PETALING JAYA,
SELANGOR.

83.	A.P. NOVATION RESOURCES SDN BHD	126A, JALAN GASING, 46000 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(092)
84.	A.P. ONLINE SOLUTIONS (M) SDN BHD	NO. 2-45, LEVEL 2, KOMPLEKS HENTIAN KAJANG, JALAN REKO, 43000 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(483)
85.	A.P. ORCHID SDN. BHD.	41-3, JALAN PJU 5/10 DATARAN SUNWAY, KOTA DAMANSARA 47810 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(720)
86.	A.P. OVERSEAS SDN. BHD.	57A, JALAN SS 24/8, TAMAN MEGAH, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(292)
87.	A.P. P & V SDN. BHD.	NO. 9A, SS 18/1B, 47500 SUBANG JAYA, SELANGOR.	IM.101/HQ-J/857/4-(298)
88.	A.P. PANSOMAL SDN BHD	NO. 191, JALAN TELUK BUNUT, 42700 BANTING, SELANGOR.	IM.101/HQ-J/857/4-(188)
89.	A.P. PELANGI (M) SDN BHD	NO. 29, MEZZANINE FLOOR, JALAN SS 21/37, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(217)
90.	A.P. PORTFOLIO SDN. BHD.	29, JALAN BPU 2, BANDAR PUCHONG UTAMA, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(144)

No.	Name of Agency	Address	Registration No.
91.	A.P. PRESTAMAS SDN BHD	3008B, PERSIARAN RAJA MUDA MUSA, 41000 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(33)
92.	A.P. PRESTIJ SDN BHD	NO. 4A, TAMAN CAHAYA, SUNGAI CHUA, 43000 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(561)
93.	A.P. PRIME SERIES SDN. BHD.	NO. 7, 2 ND FLOOR, TAMAN RASA SAYANG, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(60)
94.	A.P. PRINCETON SDN BHD	NO. 25M (MEZZANINE), JLN SS 2/64, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(048)
95.	A.P. PRINCETON SDN BHD	LOT. NO. S2.08, 2 ND FLOOR, SOUTH CITY PLAZA, PERSIARAN SERDANG PERDANA, TAMAN SERDANG PERDANA, SEKSYEN 1, 43300 SERI KEMBANGAN, SELANGOR.	IM.101/HQ-J/857/4-(048)
96.	A.P. PRINSIP SDN BHD	38M, LORONG GELUGOR, OFF PERSIARAN SULTAN IBRAHIM, 41050 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(308)
97.	A.P. PROFESSIONAL SERVICES CENTRE SDN BHD	76B, JALAN SS 22/25, DAMANSARA JAYA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4 (097)
98.	A.P. PROJOB COM SDN BHD	NO. 20-3, JLN USJ 9/5N, 47620 UEP, SUBANG JAYA, SELANGOR.	IM.101/HQ-J/857/4-(398)

No.	Name of Agency	Address	Registration No.
99.	A.P. PROSKILLS (M) SDN. BHD.	SUITE 1227, LEVEL 12, BLOK A3 LEISURE COMMERCE SQUARE NO. 9, JALAN PJS 8/9 46150 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(381)
100.	A.P. R.I.A. SDN BHD	NO. 8-2, JALAN KP ½, KAJANG PRIMA, OFF JALAN SEMENYIH, 43000 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(380)
101.	A.P. RNR SDN BHD	NO. 29A, JALAN 4/1A, SEKSYEN 4, 43650 BANDAR BARU BANGI, SELANGOR.	IM.101/HQ-J/857/4-(606)
102.	A.P. SAGA SDN. BHD.	NO. 2B, 2 ND FLOOR, JALAN KENARI 1, BANDAR PUCHONG JAYA, OPPOSITE IOI MALL, 47100 PUCHONG, SELANGOR	IM.101/HQ-J/857/4-(046)
103.	A.P. SALNATH BUMI HOLDINGS SDN. BHD.	SUITE NO. 3-12, 3 RD FLOOR, PUSAT PERDAGANGAN KLH, BANDAR PUCHONG JAYA, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(054)
104.	A.P. SARILING SIKAP SDN. BHD.	NO. 9, TINGKAT 1, LORONG NILAM 10-A, BANDAR BUKIT TINGGI, 41200 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(334)
105.	A.P. SEGI KRISTAL SDN BHD	B12A-1, JALAN SELAMAN 1, DATARAN PALMA, 68000 AMPANG, SELANGOR.	IM.101/HQ-J/857/4-(140)
106.	A.P. SEHATI SEJIWA SDN. BHD.	NO. 21A, LRG PERMAI, OFF JALAN HAJI SIRAT, TAMAN KLANG UTAMA, 42100 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(340)

No.	Name of Agency	Address	Registration No.
107.	A.P. SEKALUNG SDN. BHD.	26-1A, JALAN SL 11/9, BANDAR SG. LONG, 43200 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(055)
108.	A.P. SEMURNI SDN. BHD.	NO 7B, JALAN BRP ¼, BUKIT RAHMAN PUTRA, 47000 SUNGAI BULOH, SELANGOR.	IM.101/HQ-J/857/4-(364)
109.	A.P. SENTOSA SDN. BHD.	2A, 1 ST FLOOR, JALAN TIARA 2, BANDAR BARU KLANG, 41100 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(323)
110.	A.P. SERI BERSERI SDN. BHD.	LOT B5-2, WIRA BUSINESS CENTRE, PASAR BORONG LAMA, JLN BESAR, SELAYANG BARU, 68100 BATU CAVES, SELANGOR.	IM.101/HQ-J/857/4-(607)
111.	A.P. SHA'S SDN. BHD.	NO. 12-1, LORONG BATU NILAM 4B, BANDAR BUKIT TINGGI, 41200 KLANG, SELANGOR.	IM.101/HQ/J/857/4 (465)
112.	A.P. SHAAZTRA MAJU SDN. BHD.	NO. 17-2, JALAN KP 1/1 TAMAN KAJANG PRIMA, OFF JALAN SEMENYIH 43000 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(675)
113.	A.P. SIM SDN BHD	13-2, JLN SP 2/8, TMN SERDANG PERDANA, 43300 SERI KEMBANGAN, SELANGOR.	IM.101/HQ-J/857/4-(654)
114.	A.P. SIRI ASAL (PJ) SDN. BHD.	5C, JLN SS6/12, KELANA JAYA, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(061)

No.	Name of Agency	Address	Registration No.
115.	A.P. SR WAYYS SDN. BHD.	NO. 21B, JALAN SS 24/11, TAMAN MEGAH, 47301 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(384)
116.	A.P. SRI ABADI SDN BHD	NO. 367A, TINGKAT 1, JALAN 1A/3, 47000 BANDAR BARU SG. BULOH, SELANGOR.	IM.101/HQ-J/857/4-(382)
117.	A.P. SRI MAWAR SDN BHD	NO. AG-10, BLOCK A, JALAN PERSIARAN SURIAN PALM SPRING @ DAMANSARA SHOPLOT, SUNWAY DAMANSARA, PETALING JAYA, 47810 SELANGOR.	IM.101/HQ-J/857/4-(488)
118.	A.P. SUMBER PERTIWI SDN. BHD.	NO. 18-A, JLN USJ 10/1B, UEP SUBANG JAYA, 47620 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4 (135)
119.	A.P. SUMMITZ SDN. BHD.	NO. 16-1, JALAN PERSIARAN PUTERI 1 BANDAR PUTERI PUCHONG 47199 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(727)
120.	A.P. SUNRISE SDN BHD	38M JALAN SS 21/58, DAMANSARA UTAMA, 47400 PETALING JAYA, SELANGOR.	IM.101/HQ/J/857/4 (018)
121.	A.P. SURIA JAYA SDN. BHD.	23-C, JALAN KENARI 2 BANDAR PUCHONG JAYA 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(714)
122.	A.P. SWASLINK SDN BHD	NO. 22-1, JALAN NILAM 1, KAW. PERUSAHAAN NILAM, 43000 KAJANG, SELANGOR.	IM.101/HQ-J/857/4-(593)

No.	Name of Agency	Address	Registration No.
123.	A.P. TAZIA SDN. BHD.	NO. 20A, JALAN KRISTAL K 7/K SEKSYEN 7 40000 SHAH ALAM, SELANGOR.	IM.101/HQ-J/857/4-(673)
124.	A.P. TEGUH SAUJANA SDN. BHD.	NO. A 203, TINGKAT 2, BLOK A, JALAN PJU 10/2A, DAMANSARA DAMAI, 47830 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(640)
125.	A.P. TENAGA ERA NETWORK SDN. BHD.	6-A, JALAN PERMAI 2, TAMAN PUCHONG PERMAI, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(229)
126.	A.P. TENAGA JAYAKURNIA SDN BHD	NO. 63, JLN BOLA JARING 13/15, SEKSYEN 13, 40100 SHAH ALAM, SELANGOR.	IM.101/HQ-J/857/4-(558)
127.	A.P. TERAS KOMBINASI SDN BHD	NO. 2, TINGKAT ATAS, KEDAI MDSB, TAMAN MUHIBBAH, 45200 SABAK BERNAM, SELANGOR.	IM.101/HQ-J/857/4-(442)
128.	A.P. TOP MANAGEMENT (M) SDN BHD	20, USJ 9/5N SUBANG JAYA, 47620 SELANGOR	IM.101/HQ-J/857/4-(066)
129.	A.P. TRANSWIRA (M) SDN. BHD.	56A, SS 2/24, 47300 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(671)
130.	A.P. TSE SDN. BHD.	NO. 8-00-1, LORONG BATU NILAM 4A, BANDAR BUKIT TINGGI, 41200 KLANG, SELANGOR.	IM.101/HQ-J/857/4-(100)
131.	A.P. UNI TENAGA SDN. BHD.	NO. 25A, JALAN BCH 1/1, BANDAR COUNTRY HOMES, 48000 RAWANG, SELANGOR.	IM.101/HQ-J/857/4-(319) 31.10.2005

No.	Name of Agency	Address	Registration No.
132.	A.P. UPAMANIS SDN. BHD.	38-3, JALAN PJS 8/6, DATARAN MENTERI, 46150 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(119)
133.	A.P. WANASA SDN. BHD.	NO. 23-1B, TINGKAT PERTAMA JALAN BANDAR DUABELAS PUSAT BANDAR PUCHONG 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(677)
134.	A.P. YING TAN SDN. BHD.	NO. 25-3, JALAN BANDAR 14 PUSAT BANDAR PUCHONG 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(678)
135.	A.P. ZAMANTRANS DAYA CORPORATION SDN. BHD.	NO. 18-3, SECOND FLOOR, JALAN SP 2/2, TMN SERDANG PERDANA, SECTION 2, 43300 SERI KEMBANGAN, SELANGOR.	IM.101/HQ-J/857/4-(687)
136.	AGENSI PEKERJAAN KAWASAMA (M) SDN. BHD.	AG4, HAPPY MANSION A, JALAN 17/13, 46400 PETALING JAYA, SELANGOR.	IM.101/HQ-J/857/4-(013)
137.	AGENSI PERKHIDMATAN PEKERJAAN PESONAS SDN BHD	NO. 8-1, JALAN BANDAR 15, PUSAT BANDAR PUCHONG, 47100 PUCHONG, SELANGOR.	IM.101/HQ-J/857/4-(141)

KUALA LUMPUR

No.	Name of Agency	Address	Registration No.
1.	A.P. & PERKHIDMATAN FIVE S/B	NO. 11-3, JALAN BELANGKAS, OFF JALAN KG. PANDAN, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(465)
2.	A.P. & PERUNDINGAN FZY SDN. BHD.	2729A, JALAN PERMATA 4, TAMAN PERMATA, 53300 KUALA LUMPUR.	IM.101/HQ-J/857/4- (624)
3.	A.P. A.S.K. SDN. BHD.	NO. 35-1A, JALAN 8/125D, TAMAN DESA PETALING, 57100 KUALA LUMPUR	IM.101/HQ-J/857/4-(465)
4.	A.P. ALAF BARU SDN. BHD.	NO. 157, JALAN LANCANG, TAMAN SERI BAHTERA, 56100 CHERAS, KUALA LUMPUR.	IM.101/HQ-J/857/4-(358)
5.	A.P. ALPHA SIERRA MANPOWER SDN. BHD.	NO. 39-1 & 39-2, JALAN 9/23E TAMAN DANAU KOTA, SETAPAK 53300 KUALA LUMPUR.	IM.101/HQ-J/857/4-(692)
6.	A.P. AMAN MURNI SDN. BHD.	NO. 22-A, JLN DEVELOPMENT, TAMAN KEPONG, 52100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(612)
7.	A.P. ANTAP PERTAMA SDN. BHD.	20-2-5 & 20-2-6, JALAN 2/101 C, CHERAS BUSINESS CENTRE, 56100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(166)
8.	A.P. ARENA NATION SDN. BHD.	NO. 31, JALAN PERDANA 6/4, TAMAN PANDAN PERDANA, CHERAS, 55300 KUALA LUMPUR.	IM.101/HQ-J/857/4-(403)

No.	Name of Agency	Address	Registration No.
9.	A.P. ATA SDN. BHD.	NO. 16, GROUND FLOOR, JALAN MEGA MENDUNG, KOMPLEKS BANDAR, OFF JALAN KELANG LAMA, 58200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(038)
10.	A.P. AZTER SDN. BHD.	61A, 1 ST MILE, JALAN IPOH 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(684)
11.	A.P. BIDARI WIRA SDN BHD	NO 15-1A, TINGKAT 1, JLN PANDAN 3/10, PANDAN JAYA, 55100 K. L.	IM.101/HQ-J/857/4-(592)
12.	A.P. BIRMINGSTAR SDN. BHD.	5A, JLN JEJAKA 2, TMN MALURI, CHERAS, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4 (389)
13.	A.P. CEKAP SEJATI SDN. BHD.	2-30A1, JLN DESA 1/1, DESA AMAN PURI, 52100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(327)
14.	A.P. CEMPAKA ALLIED SDN. BHD.	16M, BLOCK F, JALAN MAJU 3/3 TAMAN LEMBAH MAJU 56100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(667)
15.	A.P. CHAMPA JAYA SDN. BHD.	NO. 16-2, JALAN 22A/70A, DESA SRI HARTAMAS, 50480 KUALA LUMPUR.	IM.101/HQ-J/857/4-(580)
16.	A.P. CHEE SDN. BHD.	18B, JLN TUN MOHD FUAD 1, TAMAN TUN DR. ISMAIL, 60000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(027)
17.	A.P. CITIMAID SDN. BHD.	NO. 4-1, JALAN 3/50, TMN SETAPAK INDAH JAYA, OFF GENTING KELANG, 53300 KUALA LUMPUR.	IM.101/HQ/J/857/4 (521)

No.	Name of Agency	Address	Registration No.
18.	A.P. CONTINENTAL GROUP (M) SDN BHD	4 TH FLOOR, NO. 5, JLN MEDAN TUANKU, OFF JALAN TAR, 50300 KUALA LUMPUR.	IM.101/HQ-J/857/4-(089)
19.	A.P. COPA SDN. BHD.	43-1, TING. 1, LORONG ARA KIRI SATU, LUCKY GARDEN, 59100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(022)
20.	A.P. D & L SDN. BHD.	NO. 18-1, 1 ST FLOOR, JALAN 4/93A, WARISAN CITYVIEW, OFF BATU 21/2, JLN CHERAS, 56100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(126)
21.	A.P. DESTIRAYA SDN. BHD.	NO. 5A, JLN JEJAKA 2, TMN MALURI, CHERAS, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(011)
22.	A.P. EAST ALLIED SDN BHD	01-02-15, DIAMOND SQUARE BUSINESS CENTER, OFF JALAN GOMBAK, 53100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(368)
23.	A.P. E-JOB SDN BHD	13A, JLN BRUNEI BARAT, OFF JALAN PUDU, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4- (325)
24.	A.P. EMERY CONSULT S/B	8-8-8 QUEEN'S AVENUE, JLN BAYAM, OFF JLN PEEL, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(548) 31.12.2006
25.	A.P. EQUINE SDN. BHD.	NO. 20, JLN KUCHAI MAJU 8, OFF JALAN KUCHAI LAMA, 58200 KUALA LUMPUR.	IM.101/HQ/J/857/4-()
26.	A.P. EXCLUSIVE SECURITY (M) SDN BHD	55B, LRG RAHIM KAJAI 13, TAMAN TUN DR ISMAIL, 60000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(271)

No.	Name of Agency	Address	Registration No.
27.	A.P. EXPERIAN SDN. BHD. (A.P. SRI WAWASAN SDN. BHD.)	8-2, JALAN 3/114, KUCHAI BUSINESS CENTRE, JALAN KUCHAI LAMA 58200 KUALA LUMPUR	IM.101/HQ-J/857/4-()
28.	A.P. FR-GARDENS SDN BHD	19-1, JLN 2/128, HAPPY GARDEN, OFF JLN KUCHAI LAMA, KUALA LUMPUR.	IM.101/HQ-J/857/4-(04)
29.	A.P. GMP KAISAR SDN BHD	NO. 46C, FABER PLAZA, JALAN DESA BAKTI, TAMAN DESA, OFF JALAN KELANG LAMA, 58100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(568)
30.	A.P. GOH & GOH SDN BHD	NO. 101, 1 ST FLOOR, JLN CHANGKAT THAMBI DOLLAH, OFF JALAN PUDU, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(545)
31.	A.P. GREEN NATION SDN. BHD.	17-3, JALAN DAMAR SD 15/1, BANDAR SRI DAMANSARA, 52200 KUALA LUMPUR.	IM.101/HQ/J/857/4 (302)
32.	A.P. HAMIDAH SDN. BHD.	35-1-2, JALAN 3/50, DIAMOND SQUARE, OFF JLN GOMBAK 53000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(645)
33.	A.P. HAZ SDN. BHD.	NO. 32, GROUND FLOOR, JALAN BABA, OFF JLN CHANGKAT THAMBI DOLLAH PUDU, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(024)
34.	A.P. ICR SDN. BHD.	TINGKAT 3, LOT 1 BANGUNAN TABUNG HAJI NO. 148, JALAN IPOH 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(672)

No.	Name of Agency	Address	Registration No.
35.	A.P. IMPIANA SEBUDI SDN. BHD.	136A, JALAN CERDAS, TAMAN CONNAUGHT, CHERAS, 56000 KUALA LUMPUR.	IM.101/HQ/J/857/4-(334)
36.	A.P. INSTAMATIC SDN. BHD.	NO. 2-4-1, JLN 5/101C, OFF JALAN KASKAS 1, BATU 5, JALAN CHERAS, 56100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(257)
37.	A.P. INTELACT SDN BHD	135A, JALAN MAHARAJALELA, 50150 KUALA LUMPUR.	IM.101/HQ-J/857/4-(427)
38.	A.P. INTERMAID SDN. BHD.	20-1A, JLN PANDAN 2/1, PANDAN JAYA, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(170)
39.	A.P. ISTAMAN SDN BHD	95B, TINGKAT 2, JALAN BANGSAR, 59200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(279)
40.	A.P. ISTAMAN SDN BHD	35A, LRG RAHIM KAJAI 13, TMN TUN DR ISMAIL, 60000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(279)
41.	A.P. JAFILA SDN. BHD. (CAW)	TINGKAT 1, JALAN RAJA ABDULLAH KAMPUNG BARU 50300 KUALA LUMPUR.	IM.101/HQ-J/857/4-(664)
42.	A.P. JASA TENAGA SDN BHD	NO 96A, JALAN IPOH, 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(139)
43.	A.P. JAYA MALINDO SDN BHD	NO. 43-2, JALAN 9/23E, TAMAN DANAU KOTA, OFF JLN GENTING KLANG, 53300 KUALA LUMPUR.	IM.101/HQ/J/857/4 (075)

No.	Name of Agency	Address	Registration No.
44.	A.P. JERAMI MEWAH (M) SDN. BHD.	17-2, JLN 4/89B, KAWASAN PERINDUSTRIAN TRISEGI, BATU 3 ½, JLN SUNGAI BESI, 57100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(224)
45.	A.P. JL RELIANCE SDN. BHD.	NO. 32-1-1, JALAN 4/62D MEDAN PUTRA BUSINESS CENTRE OFF JALAN DAMANSARA 52200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(672)
46.	A.P. JS SDN BHD	NO. 79-2, JALAN KG PANDAN, TAMAN MALURI, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4- (314)
47.	A.P. JURAJIN SDN BHD	15-3, JLN PJU 5/9, DATARAN SUNWAY KOTA DAMANSARA.	IM.101/HQ/J/857/4- (541)
48.	A.P. KARSA NURI SDN BHD	25-1, MEDAN HUJAN RAHMAT, TAMAN OVERSEAS UNION, JALAN KELANG LAMA, 58200 KUALA LUMPUR	IM.101/HQ-J/857/4-(031)
49.	A.P. KJ SDN BHD	78 (TKT 2) JLN IPOH, 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(043)
50.	A.P. KOLONEL & NORSHAH SDN BHD	283 JALAN BANDAR 11, TAMAN MELAWATI, 53100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(513)
51.	A.P. KUMPULAN OVERSEAS SDN BHD	NO. 10-1, BLOCK A, JALAN PRIMA, VISTAL MAGNA METRO PRIMA, 52100 KEPONG, KUALA LUMPUR.	IM.101/HQ/J/857/4-(515)

No.	Name of Agency	Address	Registration No.
52.	A.P. LAKSAMANA SEJATI (M) SDN BHD	SUITE B11, 12 TH FLOOR, PLAZA SUNGAI MAS, BATU 5, JALAN IPOH, 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(329)
53.	A.P. LAKSANA ABADI (M) SDN BHD	LOT 366, 2 ND FLOOR, AMPANG PARK SHOPPING COMPLEX, JALAN AMPANG, 50450 KUALA LUMPUR.	IM.101/HQ-J/857/4-(042)
54.	A.P. LINA SDN BHD	15-1C, JALAN PANDAN INDAH 4/1, PANDAN INDAH, KUALA LUMPUR.	IM.101/HQ/J/857/4 (280)
55.	A.P. MAIDDOTCOM SDN BHD	LOT 144, TINGKAT 1, WISMA HLA (MPL), JALAN RAJA CHULAN, 50200 KUALA LUMPUR.	IM.101/HQ-J/857/4 (104)
56.	A.P. MALINDO SDN BHD	4-1 (1 ST FLOOR), JALAN ABDULLAH, OFF JALAN BANGSAR, 59100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(040)
57.	A.P. MEPRO SDN BHD	2 ND FLOOR, WISMA MEPRO, 29 & 31, JALAN IPOH, 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(109)
58.	A.P. MEWAH SDN BHD	LOT 1-042 (1 ST FLOOR), ENDAH PARADE, NO. 1, JALAN 1/149E, BDR BARU SRI PETALING, 57000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(516)
59.	A.P. MIDDLE PEOPLE MGT & SVS SDN BHD	NO 290C, JALAN BANDAR 11, TAMAN MELAWATI, 53100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(572)

No.	Name of Agency	Address	Registration No.
60.	A.P. MNK SDN BHD	NO. 500-1-7, WISMA INDAH, JLN TUN RAZAK, 50400 KUALA LUMPUR.	IM.101/HQ-J/857/4 (016)
61.	A.P. MR & S SDN BHD	79, MEDAN SETIA 1, PLAZA DAMANSARA, BUKIT DAMANSARA, 50490 KUALA LUMPUR.	IM.101/HQ/J/857/4 (036)
62.	A.P. MS PERIMBUN SDN BHD	LOT 1.01, 1 ST FLOOR, KOMPLEKS DESA, JALAN KEPONG BATU 8 ½, 52100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(005)
63.	A.P. MULTIMAID SDN. BHD.	341-A, JALAN PAHANG, SETAPAK, 53000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(322)
64.	A.P. N.C. SDN. BHD.	11/1/1, JALAN 4/10/C, CHERAS BUSINESS CENTRE BT 5, JALAN CHERAS, 56100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(407)
65.	A.P. NEON STAR (M) SDN. BHD.	NO. 44-1, JALAN METRO PERDANA TIMUR 11, KEPONG ENTREPRENEURS PARK, KEPONG, 52100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(091)
66.	A.P. NEPTURIA SDN BHD	BLOCK B-8-11, (LEVEL 10), MENARA UNCANG EMAS, 85, JALAN LOKE YEW, 55200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(357)
67.	A.P. NOENZA SDN BHD	2-1A, JALAN HILIR 1, TMN SRI ANGSANA HILIR, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(446)

No.	Name of Agency	Address	Registration No.
68.	A.P. NOVA EXCEL SDN. BHD.	NO. 52-1, JALAN 8/38D BLOK A, PLAZA SINAR TAMAN SRI SINAR 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(711)
69.	A.P. NUR SDN. BHD.	39-3-1, JLN 3/101C, CHERAS BUSINESS CENTRE, 56100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(341)
70.	A.P. PAN ALLIED SDN BHD	01-05-09 DIAMOND SQUARE BUSINESS CENTER, OFF JALAN GOMBAK, 53100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(501)
71.	A.P. PANDU BINA SDN BHD	NO 2A, LEVEL 1, BLOCK F, (BAZAAR PHASE 3), PUSAT BANDAR DAMANSARA, 50490 KUALA LUMPUR.	IM.101/HQ/J/857/4-(640)
72.	A.P. PASTI PERSONNEL SDN BHD	126-M, JLN TUN SAMBANTHAN, 50470 KUALA LUMPUR.	IM.101/HQ/J/857/4-(082)
73.	A.P. PESONA HATI SDN BHD	NO. 32-2, 2 ND FLOOR, BLOCK B, VISTA MAGNA, JALAN PRIMA, METRO PRIMA KEPONG, 52100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(037)
74.	A.P. PHILIMORE SDN. BHD.	78, JALAN MEGA MENDUNG, BANDAR KOMPLEKS BATU 5, OFF JALAN KLANG LAMA, 58200 KUALA LUMPUR.	IM.101/HQ/J/857/4 (072)
75.	A.P. PHILMORE CORPORATION SDN. BHD.	40, JALAN MANIS, TAMAN SEGAR, 56100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(206)

No.	Name of Agency	Address	Registration No.
76.	A.P. PRINCETON SDN. BHD.	LOT 3.31 & 3.32, BATU 8 ½, JALAN KEPONG, KOMPLEKS DESA (TOPS), KEPONG, 52100 K. LUMPUR.	IM.101/HQ-J/857/4-(048)
77.	A.P. PRINCETON SDN. BHD.	T-29, 3 RD FLOOR, KL PLAZA, NO. 179, JLN BUKIT BINTANG, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(048)
78.	A.P. PROXL SDN BHD	M-2C-29, JALAN PANDAN INDAH 4/1A, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(543)
79.	A.P. RAHMADIN SDN. BHD.	TINGKAT 2, BLOK A, WISMA TENGGARA, NO 45 JLN MEDAN SETIA 1, BUKIT DAMANSARA, KUALA LUMPUR.	IM.101/HQ-J/857/4-(509)
80.	A.P. RYUJI SDN BHD	NO. 3, 2 ND FLOOR, BLOCK B, PLAZA PRISMA VILLE, JLN 19/70A, DESA SRI HARTAMAS, 50480 KUALA LUMPUR.	IM.101/HQ/J/857/4 (347)
81.	A.P. SAMPURNAM SDN BHD	NO. 18A, JALAN JEJALA 5, TAMAN MALURI, CHERAS, KUALA LUMPUR.	IM.101/HQ/J/857/4 (074)
82.	A.P. SASYAZ SDN BHD	NO. 56, JALAN CERDAS, TAMAN CONNAUGHT, CHERAS, 56000 KUALA LUMPUR.	IM.101/HQ-J/857/4-(023)
83.	A.P. SERI SADAWANGI (M) SDN BHD	313B, LORONG KEDAH, MELAWATI SQUARE, KUALA LUMPUR.	IM.101/HQ/J/857/4-(372)

No.	Name of Agency	Address	Registration No.
84.	A.P. SETIAKARIB SDN BHD	114-1, JALAN IMBI, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(08)
85.	A.P. SINAR MAJU SDN BHD	NO. 24A, JALAN 34/154, TAMAN BUKIT ANGGERIK, 56000 KUALA LUMPUR.	IM.101/HQ/J/857/4 (647)
86.	A.P. SISIPAN EMAS (M) SDN BHD	5-1, JLN 46B/26. TMN SRI RAMPAL, 53300 KUALA LUMPUR.	IM.101/HQ-J/857/4-(616)
87.	A.P. SP-CM SDN. BHD.	UNIT 1020, 10 TH FLOOR, BLOK A, DAMANSARA INTAN.	IM.101/HQ-J/857/4-(454)
88.	A.P. SPEECOMAJU SDN BHD	506 FIFTH FLOOR, BANGUNAN PERSATUAN KWANGTUNG, 44 JALAN PUDU, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(086)
89.	A.P. SRI IDOLA SDN BHD	3-M, JLN PANDAN INDAH 4/6, PANDAN INDAH, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(486)
90.	A.P. SRI KANTI SDN BHD	23-1, JLN 2/109F, PLAZA DANAU 2, TAMAN DANAU DESA, 58100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(085)
91.	A.P. SRI NADIN SDN BHD	NO. 8, LRG YAP KWAN SENG, 50450 KUALA LUMPUR.	IM.101/HQ/J/857/4 (94)
92.	A.P. SRI RINGGIT SDN. BHD.	LOT 6.12, 6 TH FLOOR, PLAZA IMBI, 28 JALAN IMBI, 55100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(452)

No.	Name of Agency	Address	Registration No.
93.	A.P. SRIMANISA SDN BHD	378B, JALAN TUANKU ABDUL RAHMAN, 50100 KUALA LUMPUR.	IMM.BPA.229/875/4(001)
94.	A.P. SUSIE SDN. BHD.	9-1, JLN BURUNG TIUNG, TMN BUKIT MALURI, KEPONG, 52100 KUALA LUMPUR.	IM.101/HQ-J/857/4 (567)
95.	A.P. SWASTA PRIMAJU	NO. 19, JALAN JUJUR DUA, BANDAR TUN RAZAK, CHERAS.	IM.101/HQ-J/857/4-(071)
96.	A.P. TAHAP BUDI (M) SDN BHD	NO. 10-2, JALAN ARA SD7/3A, BANDAR SRI DAMANSARA, KUALA LUMPUR.	IM.101/HQ-J/857/4-(310)
97.	A.P. TELE-TEMPS ASIA PACIFIC SDN. BHD.	NO. 12, JALAN 1/109E, DESA BUSINESS PARK, TAMAN DESA, 58100 KUALA LUMPUR	IM.101/HQ/J/857/4-(105)
98.	A.P. TOTALMAS SDN. BHD.	19, 1 ST FLOOR, JALAN E-1, TMN MELAWATI, 53100 KUALA LUMPUR.	IM.101/HQ-J/857/4-(114)
99.	A.P. ULTIMATE DYNASTY SDN. BHD.	21A, JALAN JINTAN, TAMAN SUPREME, 56100 CHERAS, KUALA LUMPUR.	IM.101/HQ/J/857/4-(570)
100.	A.P. VEGAH SDN. BHD.	NO. 8-2, JALAN 1/47B, ALPHA COMPLEX, BATU 4, JLN IPOH, 51200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(244)
101.	A.P. VENTURE PROVISION SDN BHD	33-3 (TINGKAT 2), JALAN 1/116B, KUCHAI ENTERPRENEUR'S PARK, OFF JALAN KUCHAI LAMA, 58200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(682)

No.	Name of Agency	Address	Registration No.
102.	A.P. VISIVEST CORPORATION SDN. BHD.	15-1, JALAN ARA SD7/3B, BANDAR SRI DAMANSARA, 52200 KUALA LUMPUR.	IM.101/HQ-J/857/4-(021)
103.	A.P. WIJAYA SDN BHD	35-4-2, JALAN 3/101C, CHERAS BUSINESS CENTRE, CHERAS, 56100 K. LUMPUR.	IM.101/HQ/J/857/4-(300)
104.	A.P. WIRA MAI SDN. BHD.	NO. M2C/7, TINGKAT 2, JALAN 4/6, PANDAN INDAH, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(050)
105.	A.P. WYN QUEST SDN. BHD.	25A, JALAN HUJAN RAHMAT, TAMAN OVERSEAS UNION, 58200 KUALA LUMPUR.	IM.101/HQ/J/857/4-(260)
106.	A.P. YL SDN. BHD.	NO. 1-2-1, JLN PRIMA 1, BT. 7, JLN KEPONG, PUSAT NIAGA METRO PRIMA, 52100 K. LUMPUR.	IM.101/HQ-J/857/4-(171)
107.	A.P. ZAHA SDN BHD	LOT 7.34 & 7.35, 7 TH FLOOR, IMBI PLAZA, NO. 28, JALAN IMBI, 55100 KUALA LUMPUR.	IM.101/HQ/J/857/4-(053)

NEGERI SEMBILAN

No.	Name of Agency	Address	Registration No.
1.	A.P. AD HERITAGE (M) SDN. BHD.	139-1, JALAN TAMAN KOMERSIL SENAWANG 1, 70450 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (557) 31.12.2006
2.	A.P. ELEGANCE SDN. BHD.	NO. C4, TEMPLER FLAT JALAN TUN DR. ISMAIL 70200 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4-(705)
3.	A.P. KAREZ ABADI (M) SDN. BHD.	NO 4/1, LORONG MATAHARI 1/1, MATAHARI HEIGHTS, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (610)
4.	A.P. MAIDCOM SDN. BHD.	NO. 34, 1 ST FLOOR, JLN SIOW LOONG HIN, 70000 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ/J/857/4-(519)
5.	A.P. MNK SDN. BHD.	13, 1 ST FLOOR, JALAN TAMAN 2, KEMAYAN SQUARE, 70200 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (016)
6.	A.P. PANSOMAL SDN. BHD.	BLOCK A, 13-1, TAMPIN SQUARE, 73000 BANDAR TAMPIN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (062)
7.	A.P. PERMAI UNIK (M) SDN BHD.	158, TKT. 1, TMN AST, JLN SG. UJONG, 70200 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (077)
8.	A.P. PRINCETON SDN. BHD.	NO. 427, TKT 1, JLN TUN DR. ISMAIL, 70200 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (048)

No.	Name of Agency	Address	Registration No.
9.	A.P. SIM SDN BHD	NO. 11, TKT 1, JALAN JAMBU 5, TAMAN HARAPAN BARU, RASAH, 70300 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (258)
10.	A.P. TSK SDN. BHD.	NO. 158-1, LRG HARUAN 5/5, OAKLAND COMMERCE SQUARE, 70300 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (174) 31.12.2006
11.	A.P. TUNGGA SDN. BHD.	NO. 657, TKT 1, JALAN HARUAN 4/10, OAKLAND COMMERCIAL CENTRE, 70300 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ/J/857/4 (117)
12.	A.P. UMMU AIMAN SDN BHD	229-2B, JALAN HARUAN 5/6, PUSAT KOMERSIAL OAKLAND II, 70300 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (602)
13.	A.P. ZEFAL SDN. BHD.	NO. 1A, RAHANG SQUARE, 70100 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (518)
14.	COSMOTEN SDN. BHD.	NO. 1107, 1 ST FLOOR, JALAN RASAH, 70300 SEREMBAN, NEGERI SEMBILAN.	IM.101/HQ-J/857/4 (301)
15.	GLOBAL MAN EMPLOYMENT AGENCY SDN. BHD.	PT 12171, JALAN BBN 1/1F PUTRA POINT 2B, BANDAR BARU NILAI 71800 NILAI, NEGERI SEMBILAN.	IM.101/HQ-J/857/4-(634)

MELAKA

No.	Name of Agency	Address	Registration No.
1.	A.P. JAYA MALINDO SDN. BHD.	71-1, JLN MELAKA RAYA 32, TMN MELAKA RAYA, 75000 MELAKA.	IM.101/HQ-J/857/4 (075)
2.	A.P. CHAND SDN. BHD.	590-B, JALAN MERDEKA, TAMAN MELAKA RAYA, 75000 MELAKA.	IM.101/HQ/J/857/4-(367)
3.	A.P. GOOD-DAY (M) SDN. BHD.	7A, PLAZA SRI KUBU, JALAN TAN CHAY YAN, 75300 MELAKA.	IM.101/HQ-J/857/4-(291)
4.	A.P. JUBILANT ERA SDN. BHD.	NO. 13, JALAN KASTURI 1/7 TAMAN KASTURI SEK 1 SEMABOK, 75050 MELAKA.	IM.101/HQ-J/857/4-(563)
5.	A.P. LABINO SDN. BHD.	NO. 2-6 BLOK B 10, JLN. RAHMAT 5, TMN. MALIM JAYA, 75200 MELAKA	IM.101/HQ-J/857/4-(203)
6.	A.P. MNK SDN. BHD.	NO. 223A, TINGKAT.1, TAMAN MELAKA RAYA, 75000 MELAKA.	IM.101/HQ-J/857/4-(016)
7.	A.P. MR & S SDN. BHD.	NO. 61A, JALAN BBP1, TMN BATU BERENDAM PUTRA, 75350 MELAKA.	IM.101/HQ-J/857/4 (036) 30.6.2005
8.	A.P. PANSOMAL SDN. BHD.	569A, TKT 1, PLAZA MELAKA, JALAN HANG TUAH, 75300 MELAKA.	IM.101/HQ-J/857/4-(191)
9.	A.P. PRIME SERIES SDN. BHD.	NO. 2, TMN LAKSAMANA CHENG HO, AYER LELEH, 75050 MELAKA.	IM.101/HQ-J/857/4-(060)

No.	Name of Agency	Address	Registration No.
10.	A.P. PRINCETON SDN. BHD.	27-A, JLN TMN MELAKA RAYA 24, TMN MELAKA RAYA, 75000 MELAKA.	IM.101/HQ-J/857/4-(048)
11.	A.P. SRI AYU SDN. BHD.	NO. 10-1, JLN IMJ 2, TMN INDUSTRI MALIM JAYA, 75250 MELAKA.	IM.101/HQ-J/857/4-(457)
12.	A.P. TETAP JAYA SDN BHD	77, JLN MELAKA RAYA 24, TAMAN MELAKA RAYA, 75000 MELAKA.	IM.101/HQ-J/857/4 (383)
13.	A.P. TQM WORKFORCE SDN. BHD.	NO. 10A, JALAN SERI MANGGA 75250 MELAKA.	IM.101/HQ-J/857/4-(690)
14.	A.P. TRANSWIRA (M) SDN BHD	14A, TINGKAT 1, JALAN SEMABOK, 75050 MELAKA.	IM.101/HQ-J/857/4-(671)
15.	A.P. ZAMANTRANS DAYA CORPORATION SDN. BHD.	NO. 6-1, JLN PPM 4, MALIM BUSINESS PARK, 75250 MELAKA.	IM.101/HQ/J/857/4-(685)

JOHOR

No.	Name of Agency	Address	Registration No.
1.	A.P. ACACIA SDN. BHD.	NO. 33-01, JALAN BALAU 3 TAMAN RINTING 81750 MASAI, JOHOR.	IM.101/HQ-J/857/4-(671)
2.	A.P. ASIAN JAYA SDN BHD	NO. 2C, JALAN TEBRAU, 80250 JOHOR BAHRU.	IM.101/HQ/J/857/4-(345) 30.11.2005
3.	A.P. ASUHAN BUDI SDN BHD	NO. 4, JALAN SENA 10, TAMAN RINTING, 81750 JOHOR.	IM.101/HQ-J/857/4-(228)
4.	A.P. BAHTERA RAHMAT SDN. BHD.	3, 1 ST FLOOR, JLN MOHD AKIL, 83000 BATU PAHAT, JOHOR.	IM.101/HQ-J/857/4-(366)
5.	A.P. BINTANG SEMPENA SDN. BHD.	NO. 1, JALAN RONGGENG 2, TAMAN SKUDAI BARU, 81300 SKUDAI, JOHOR.	IM.101/HQ-J/857/4-(076)
6.	A.P. BINTANG SEMPENA SDN. BHD.	NO. 1, JALAN RONGGENG 2, TAMAN SKUDAI BARU, 81300 JOHOR.	IM.101/HQ-J/857/4- (289)
7.	A.P. DIANAJA SDN. BHD.	39, JLN PERWIRA 9, TAMAN UNGKU TUN AMINAH, 81300 SKUDAI, JOHOR.	IM.101/HQ-J/857/4-(120)
8.	A.P. EE SANG SDN. BHD.	NO. 34, JALAN PERMAS 8/3 TAMAN PERMAS JAYA 81750 MASAI, JOHOR.	IM.101/HQ-J/857/4-(315)
9.	A.P. EXCEL TOP CHOICE SDN. BHD.	LOT 9, 2 ND FLOOR, BLOCK F, LIEN HOE COMPLEX, JALAN SUTERA, 80150 JOHOR BAHRU.	IM.101/HQ-J/857/4-(293)
10.	A.P. FOMAS SDN. BHD.	NO. 33-A, JLN HARIMAU TARUM, TMN CENTURY, 80250 JOHOR BAHRU.	IM.101/HQ-J/857/4-(355) 31.12.2006

No.	Name of Agency	Address	Registration No.
11.	A.P. FREDJAN SDN. BHD.	NO. 60A, JLN HARIMAU TARUM, CENTURY GARDEN, 80250 JOHOR BAHRU	IM.101/HQ/J/857/4-(496)
12.	A.P. GANISITI SDN. BHD.	NO. 80, JALAN SULTAN, 85000 SEGAMAT, JOHOR.	IM.101/HQ-J/857/4-(067)
13.	A.P. HONTAT SDN. BHD.	NO. 21, JALAN BINTANG 18 TAMAN FLORA 83000 BATU PAHAT, JOHOR.	IM.101/HQ-J/857/4-(655)
14.	A.P. HUGOBEST SDN. BHD.	8A, JALAN AMPANG JAYA, TAMAN AMPANG JAYA, 83000 BATU PAHAT, JOHOR.	IM.101/HQ/J/857/4-(173)
15.	A.P. INMACO (MUAR) SDN. BHD.	NO. 82, 1 ST FLOOR, JALAN ALI, 84000 MUAR, JOHOR.	IM.101/HQ-J/857/4-(251)
16.	A.P. INSAN MANAGEMENT SDN. BHD.	NO. 6 & 6-1, JLN ORKID UTAMA, TAMAN ORKID, 81200 JOHOR BAHRU.	IM.101/HQ-J/857/4-()
17.	A.P. JAYA MALINDO SDN. BHD.	NO. 157, JALAN RAWA, TAMAN PERLING, 81200 JOHOR BAHRU.	IM.101/HQ/J/857/4- (075)
18.	A.P. KHAREN JIT SDN. BHD.	NO. 189A, JLN PAYAMAS, 84900 TANGKAK, JOHOR.	IM.101/HQ/J/857/4-(335) 31.12.2006
19.	A.P. M R & S SDN. BHD.	95A, JLN MERANTI MERAH, TAMAN MELODIES, 80250 JOHOR BAHRU, JOHOR.	IM.101/HQ-J/857/4-(036) 28.3.2005
20.	A.P. MNK SDN. BHD.	SUITE 602-3, TINGKAT 6, HOLIDAY PLAZA, JALAN DATO' SULAIMAN, 80250 JOHOR BAHRU, JOHOR.	IM.101/HQ/J/857/4- (325)

No.	Name of Agency	Address	Registration No.
21.	A.P. PANSOMAL SDN BHD	12, JALAN DEDAP 9, TAMAN JOHOR JAYA, 81100 JOHOR BAHRU, JOHOR.	IM.101/HQ-J/857/4-(189)
22.	A.P. POPULAR SDN. BHD.	NO. 32A, JLN SEROJA 12, TMN JOHOR JAYA, 81100 JOHOR BAHRU, JOHOR.	IM.101/HQ/J/857/4-(399) 31.12.2006
23.	A.P. PRIME SERIES SDN. BHD.	NO. 47-02, JALAN MOLEK 1/8, TAMAN MOLEK, 81100 JOHOR BAHRU.	IM.101/HQ-J/857/4-(186)
24.	A.P. PRINCETON SDN. BHD.	SUITE 4-5A, LEVEL 4, MEDAN PELANGI, NO. 2, JLN KUNING, JOHOR.	IM.101/HQ-J/857/4-(048)
25.	A.P. PROSPECTIVE LINK SDN BHD	33-01, JLN ROSEMERAH 2/5, TMN JOHOR JAYA, 81100 JOHOR BAHRU.	IM.101/HQ/J/857/4-(331)
26.	A.P. PUNCAK MENARA SDN. BHD.	76A, JLN KUNING, TMN PELANGI, 80400 JOHOR BAHRU, JOHOR.	IM.101/HQ-J/857/4-(108)
27.	A.P. SAIDON SDN. BHD.	NO. 15 TINGKAT 2, JLN DATO RAUF, 86000 KLUANG, JOHOR.	IM.101/HQ/J/857/4 (113)
28.	A.P. SEGI TENAGA (M) SDN. BHD.	45A, JALAN PADI RIA, BANDAR BARU UDA, 81200 JOHOR BAHRU.	IM.101/HQ-J/857/4-(056)
29.	A.P. SRI NADIN SDN BHD	NO. 113, JLN PAHLAWAN 1, TMN UNGKU TUN AMINAH, 81300 SKUDAI, JOHOR.	IM.101/HQ/J/857/4-(176)
30.	A.P. TEAM-UP SDN. BHD.	NO. 37, JALAN TITIWANGSA 2 TAMAN TAMPOI INDAH 81200 JOHOR BAHRU, JOHOR.	IM.101/HQ-J/857/4-(646)

No.	Name of Agency	Address	Registration No.
31.	A.P. TLC (JOHOR) SDN. BHD.	NO. 31-A, JALAN UNGKU MOHSIN KG. UNGKU MOHSIN 80350 JOHOR BAHRU	IM.101/HQ-J/857/4-(721)
32.	A.P. TRANSWIRA (M) SDN BHD	121, JALAN PENDIDIKAN 7, TAMAN UNIVERSITI, 81300 SKUDAI, JOHOR BAHRU.	IM.101/HQ-J/857/4-(202)
33.	A.P. VEGAH SDN. BHD.	JOHOR.	IM.101/HQ-J/857/4-(150)
34.	A.P. VOGUE STAR SDN. BHD.	NO. 09-01, JALAN SENA 11, TAMAN RINTING, 81750 MASAI, JOHOR.	IM.101/HQ-J/857/4-(423)
35.	A.P. WEI LI SDN BHD	NO. 47A, JLN ANGGERIK 2, TMN KULAI UTAMA, 81000 KULAI, JOHOR.	IM.101/HQ-J/857/4-(538)
36.	A.P. WEI LI SDN. BHD.	NO. 47A, JLN ANGGERIK 2, TAMAN KULAI UTAMA, 81000 KULAI, JOHOR.	IM.101/HQ-J/857/4-(538)
37.	A.P. YUNRA (M) SDN. BHD.	NO. 28, TINGKAT 1, JALAN PESTA 1/1, TAMAN TUN DR. ISMAIL, 84000 MUAR, JOHOR.	IM.101/HQ-J/857/4-(111)
38.	A.P. ZAMATRANS DAYA CORPORATION SDN. BHD.	NO. 24-A, JLN TITIWANGSA 4, TMN TAMPOI INDAH, 81200 JOHOR BAHRU.	IM.101/HQ-J/857/4-(063)

PAHANG

No.	Name of Agency	Address	Registration No.
1.	A.P. 66 SDN. BHD.	NO. A7, TING. 1, JLN TENKU ISMAIL, 28000 TEMERLOH, PAHANG	IM.101/HQ-J/857/4 ()
2.	A.P. BINTANG RAJIN SDN. BHD.	A-17, LORONG SRI KUANTAN 24, 25250 KUANTAN, PAHANG.	IM.101/HQ-J/857/4 (435) 31.12.2006
3.	A.P. CEKAP MAJU SDN. BHD.	B-102, 1 ST FLOOR, JALAN AIR PUTIH, 25300 KUANTAN, PAHANG.	IM.101/HQ-J/857/4 (520)
4.	A.P. JAYA JUTAMAS SDN. BHD.	G-017, KUANTAN CENTRE POINT JALAN HAJI ABDUL RAHMAN 25000 KUANTAN, PAHANG	IM.101/HQ-J/857/4-(694)
5.	A.P. KAC AVERGREEN SDN. BHD.	NO. 7-A, JALAN DATO' ABDULLAH, 27600 RAUB, PAHANG.	IM.101/HQ-J/857/4 (396)
6.	A.P. MEGAWI SDN. BHD.	NO. B-168, TINGKAT 2, JALAN DATO' LIM HOE LEK, 25200 KUANTAN, PAHANG.	IM.101/HQ/J/857/4 (160)
7.	A.P. PRINCETON SDN. BHD.	A283, GRD FLOOR, JLN WONG AH JANG, 25100 KUANTAN, PAHANG.	IM.101/HQ-J/857/4 (048)
8.	A.P. RX SDN. BHD.	NO. B-44, TINGKAT ATAS PUSAT KOMPLEKS SEMAMBU 25200 KUANTAN, PAHANG.	IM.101/HQ-J/857/4-(680)
9.	A.P. SEASONS SDN. BHD.	B-52, TINGKAT 1, LORONG TUN ISMAIL 6, KUANTAN, PAHANG.	IM.101/HQ-J/857/4 (246)
10.	SUPERMAID EMPLOYMENT AGENCY SDN. BHD.	B-74, TINGKAT 1, JALAN BESERAH, 25300 KUANTAN, PAHANG.	IM.101/HQ-J/857/4 (480) 31.12.2006

No.	Name of Agency	Address	Registration No.
11.	WORKLINES EMPLOYMENT AGENCY SDN. BHD.	62A, JALAN MELATI, 28400 MENTAKAB, PAHANG.	IM.101/HQ-J/857/4 (574)

TERENGGANU

No.	Name of Agency	Address	Registration No.
1.	A.P. APOLONA SDN. BHD.	30-H, WISMA HAJJAH WOOK, JLN HILIRAN, 20300 KUALA TERENGGANU, TERENGGANU.	IM.101/HQ-J/857/4 (158)

KELANTAN

No.	Name of Agency	Address	Registration No.
1.	A.P. ASAL BAHAGIA SDN. BHD.	NO. 4, PT 226, JALAN KUALA KRAI, WAKAF CHE YEH, 15100 KOTA BHARU, KELANTAN.	IM.101/HQ-J/857/4 (045)
2.	A.P. BEKAL EKUITI SDN. BHD.	TINGKAT 4, 4-07, BANGUNAN SRI MUTIARA, JALAN SULTAN YAHYA PETRA, KOTA BHARU.	IM.101/HQ-J/857/4 (266)
3.	A.P. F.A.R. SDN. BHD.	LOT 2386, TINGKAT 1, JALAN HOSPITAL, 15200 KOTA BHARU, KELANTAN.	IM.101/HQ/J/857/4-(598)
4.	A.P. MASTER SDN. BHD.	4482-L, JLN HOSPITAL, 15200 KOTA BHARU, KELANTAN.	IM.101/HQ-J/857/4 (172)

APPENDIX E

List all

Display # 50

Name ▼▲	E-mail ▼▲	Details	Tel ▼▲
1 Agensi Pekerjaan 66 Sdn Bhd	agensi66@hotmail.com	show	09- 2968266
2 Agensi Pekerjaan A.S.K Sdn Bhd	admin@apask.com	show	03- 90581440
3 Agensi Pekerjaan ADVANCE ADVISORY Sdn Bhd	apaa@pd.jaring.my	show	03- 78042714
4 Agensi Pekerjaan AFFLUENT HEIGHTS Sdn Bhd	a.heights@yahoo.com	show	04- 2266226
5 Agensi Pekerjaan AIZ Sdn Bhd	aizkpg@gmail.com	show	03- 62572299
6 Agensi Pekerjaan ALAF BARU Sdn.Bhd	Alaf_Baru@mygoodmaid.com.my	show	03- 91331888
7 Agensi Pekerjaan ALBEST Sdn. Bhd	albest@nation.biz	show	03- 56361212
8 Agensi Pekerjaan ANNEYO Sdn. Bhd.	vvec27@yahoo.com.sg	show	03- 78030701
9 Agensi Pekerjaan APOLONA Sdn.Bhd	apolonasb@yahoo.com	show	09- 6221018
10 Agensi Pekerjaan ASEANA Sdn.Bhd	Aseana@mygoodmaid.com	show	03- 79602818
11 Agensi Pekerjaan ASIA ONE Sdn.Bhd.	ap_asia1@yahoo.com	show	03- 58823882
12 Agensi Pekerjaan ATA	ata@po.jaring.my	show	03- 79828888

- Sdn. Bhd.
Agensi
- 13 Pekerjaan AZ apazsb@streamyx.com show 03-
Sdn. Bhd. 77283606
Agensi
- 14 Pekerjaan azamdaya@streamyx.com show 03-
AZAM DAYA 78747445
Sdn. Bhd.
Agensi
- 15 Pekerjaan info@br.com.my show 09-
BINTANG 5675922
RAJIN Sdn Bhd
Agensi
- 16 Pekerjaan rmsan@streamyx.com show 03-
BIRMINGSTAR 92833843
Sdn. Bhd.
Agensi
- 17 Pekerjaan C.K sksetia@streamyx.com show 03-
SETIA Sdn Bhd 33733399
Agensi
- 18 Pekerjaan foongleongsoon@gmail.com show 05-
Cahaya Kalis 2420090
Sdn Bhd
Agensi
- 19 Pekerjaan hongkon@pd.jaring.my show 04-
CARRING Sdn 3990826
Bhd
Agensi
- 20 Pekerjaan CCS apccs@streamyx.com show 03-
Sdn.Bhd 77275478
Agensi
- 21 Pekerjaan acm_phg@yahoo.com show 09-
CEKAP MAJU 5666609
Sdn Bhd
Agensi
- 22 Pekerjaan cekapsejati@eluminas.group.com show 03-
CEKAP SEJATI 62746878
Sdn Bhd
Agensi
- 23 Pekerjaan champajaya@gmail.com show 03-
CHAMPA 62013322
JAYA Sdn.Bhd
Agensi
- 24 Pekerjaan CHEE apchee@nation.biz show 03-
Sdn Bhd 77251212
- 25 Agensi jeffctfoo@gmail.com show 03-

	Pekerjaan COPA Sdn. Bhd Agensi		20924686
26	Pekerjaan D & L agensi_dl@yahoo.com Sdn. Bhd. Agensi	show	03- 92845303
27	Pekerjaan DHR apdh@streamy.com Sdn Bhd Agensi	show	03- 78777812
28	Pekerjaan DIANAJA Sdn dssb_2@yahoo.com.my Bhd Agensi Pekerjaan	show	07- 5578867
29	DUNIA apdgemp@tm.net.my GERAK Sdn Bhd Agensi	show	05- 3220928
30	Pekerjaan E- apecjob@streamyx.com JOB Sdn.Bhd. Agensi	show	03- 21412400
31	Pekerjaan EASTERN Sdn a_p_eastern22@yahoo.com Bhd Agensi	show	03- 33420473
32	Pekerjaan ELITE Sdn. mrelite@gmail.com Bhd. Agensi	show	603- 79561937
33	Pekerjaan EMERALD Sdn. emerald@streamyx.com Bhd Agensi Pekerjaan	show	03- 89453221
34	EMERY info@emeryconsult.com CONSULT Sdn. Bhd. Agensi	show	03- 92055905
35	Pekerjaan EQUINE bab@myjaring.net Sdn.Bhd Agensi	show	03- 79872933
36	Pekerjaan Etica aida@etica.com.my Sdn.Bhd.	show	03- 42703266
37	Agensi Pekerjaan etc_ib@yahoo.com	show	07- 2769276

- EXCEL TOP
CHOICE
Sdn.Bhd
Agensi
Pekerjaan
38 EXPERT expert8304@yahoo.com show 03-
Sdn.Bhd 77109892
Agensi
Pekerjaan
- 39 GEMA apgema@hotmail.com show 03-
INDERALOKA 89421312
S/B
Agensi
- 40 Pekerjaan apgemayan@gmail.com show 04-
GEMAYAN S/B 3094135
Agensi
- 41 Pekerjaan gichgoh@streamyx.com show 04-
GRACE Sdn. 8902618
Bhd.
Agensi
- 42 Pekerjaan HAI haiyang@streamyx.com show 04-
YANG Sdn.Bhd 5943972
Agensi
- 43 Pekerjaan Azzam37@yahoo.com show 03-
HAMIDAH 40242186
Sdn.Bhd
Agensi
- 44 Pekerjaan aphanida@gmail.com show 603-
HANIDA Sdn. 79529364
Bhd.
Agensi
- 45 Pekerjaan HAZ kbytsm77@tm.net.my show 03-
Sdn. Bhd. 42702222
Agensi
- 46 Pekerjaan aphontat@streamyx.com show 07-
HONTAT Sdn 4342922
Bhd
Agensi
- 47 Pekerjaan HR- ap@hr-access.com.my show 03-
ACCESS Sdn 56377879
Bhd
Agensi
- 48 Pekerjaan hupjong@yahoo.com show 605-
HUPJONG 5488802
Sdn.Bhd.
- 49 Agensi ilhamtsb@tm.net.my show 03-

Pekerjaan
ILHAM
TENAGA Sdn
Bhd
Agensi
Pekerjaan
INDOMAIDS
Sdn. Bhd.

61878058

50

angie@indomaids.com

show 03-
79588111

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Userlist

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	Name ▼ ▲	E-mail ▼ ▲	Details	Tel ▼ ▲
51	Agensi Pekerjaan INMACO (MUAR) Sdn Bhd	apinmacosb@yahoo.com	show	06-9528706
52	Agensi Pekerjaan JAFILA Sdn. Bhd	jafila_s@yahoo.com	show	04-7327477
53	Agensi Pekerjaan JAYA BARU Sdn.Bhd	AP_Jayabaru@hotmail.com	show	03-78770888
54	Agensi Pekerjaan JENNI Sdn. Bhd.	apjennisdnbhd@hotmail.com	show	03-56332882
55	Agensi Pekerjaan KAC EVERGREEN Sdn Bhd	kacevergreen_1611@yahoo.com	show	09-3561611
56	AGENSI PEKERJAAN KARSA NURI SDN BHD	cindyllh@yahoo.com	show	03-77839639
57	Agensi Pekerjaan KASPOLITE Sdn. Bhd.	majorsim@tm.net.my	show	06-9526821
58	Agensi Pekerjaan KMSM Sdn. Bhd	kmsm@streamyx.com	show	04-4224688

Agensi Pekerjaan		
59	KOLONEL&NORSHAD Sdn. Bhd	klonorsha@tm.net.my show 03-42784494
60	Agensi Pekerjaan KUMPULAN CHALK Sdn.Bhd.	kump-chalk@hotmail.com show 03-33445518
61	Agensi Pekerjaan KUMPULAN OVERSEAS Sdn.Bhd	overseas@mygoodmaid.com show 03-62502158
62	Agensi Pekerjaan LANDBOND Sdn. Bhd.	landbond@streamyx.com show 03-42701233
63	Agensi Pekerjaan LUMAYAN TIMUR Sdn. Bhd	lumayan_ktm@yahoo.com show 05-3138208
64	Agensi Pekerjaan MAIDDOTCOM Sdn. Bhd	plenact@tm.net.my show 03-21489999
65	Agensi Pekerjaan MAJU JAYA Sdn. Bhd.	info@apmj.com.my show 03-56378477
66	Agensi Pekerjaan MANPOWER PLACEMENT Sdn. Bhd.	manpowermaids@yahoo.com show 03-76609688
67	Agensi Pekerjaan MASTER Sdn Bhd	lenitch@yahoo.com show 09-7432063
68	Agensi Pekerjaan MAYA IMPIAN Sdn Bhd	customerservices@maya-impian.com.my show 03-56351886
69	Agensi Pekerjaan MEGA SAKTI Sdn. Bhd.	peggylua@hotmail.com show 09-7433421
70	Agensi Pekerjaan MEGA JAYA Sdn.Bhd	apmegaja@gmail.com show 04-2282940
71	Agensi Pekerjaan MEGAWI Sdn Bhd	apmegawi@streamyx.com show 09-5145188
72	Agensi Pekerjaan MEPRO Sdn. Bhd.	nfo@apmepro.com.my show 03-40454192
73	Agensi Pekerjaan MEWAH Sdn.Bhd	vincentyap@nation.biz show 03-95430189
74	Agensi Pekerjaan MINGWAY Sdn. Bhd.	kokkian@pop.jaring.my show 603-77281918
75	Agensi Pekerjaan Mitra Sdn. Bhd.	prime-mlk@streamyx.com show 606-2829581
76	Agensi Pekerjaan MNK Sdn. Bhd.	mnk_wi@tm.net.my show 603-92816666
77	Agensi Pekerjaan MRR VENTURE (M) Sdn Bhd	mrr_venture@yahoo.com.my show 04-3334262
78	Agensi Pekerjaan MS PERIMBUN Sdn. Bhd.	will1958@tm.net.my show 603-62766422
79	Agensi Pekerjaan MULTIMAID Sdn.Bhd	apmultimaid@yahoo.com.my show 03-40238818
80	Agensi Pekerjaan N.C Sdn.Bhd	recruit@ap-nccorp.com show 03-91300777
81	Agensi Pekerjaan NADA ASAL	apnadasal@yahoo.com show 604-

	(M) Sdn. Bhd.		5522280
82	Agensi Pekerjaan P&V Sdn Bhd	sarameg88@gmail.com	show 03-56334913
83	Agensi Pekerjaan P.M.A. Sdn.Bhd.	alse1970@hotmail.com	show 604-7322188
84	Agensi Pekerjaan PANSOMAL Sdn. Bhd.	psmhr@po.jaring.my	show 606-2825408
85	Agensi Pekerjaan PERTAMA Sdn Bhd	seow_chinjoo@yahoo.com	show 04-7339908
86	Agensi Pekerjaan PHILIMORE Sdn. Bhd.	ysliew@philimo.com	show 603-79800111
87	Agensi Pekerjaan PORTFOLIO Sdn.Bhd	gpr29@myjaring.net	show 03-58826012
88	Agensi Pekerjaan PRESTIJ Sdn Bhd	agensi_p@streamyx.com	show 03-87391233
89	Agensi Pekerjaan PRINCETON Sdn. Bhd.	prmaid@tm.net.my	show 603-21421000
90	Agensi Pekerjaan PRINSIP Sdn. Bhd.	prinsip1994@yahoo.com	show 603-33439393
91	Agensi Pekerjaan PROFESSIONAL SERVICES CENTRE Sdn.	psc@streamyx.com	show 03-77278093
92	Agensi Pekerjaan PROSPECTIVE LINK Sdn Bhd	fooyangfeng@yahoo.com	show 07-3526220
93	Agensi Pekerjaan PUNCAK MAS Sdn Bhd	puncakmas@yahoo.com	show 05-2433226
94	Agensi Pekerjaan PUNCAK MENARA Sdn. Bhd.	puncakmnr@lycos.com	show 607-3338889
95	Agensi Pekerjaan RUSWARNIS Sdn Bhd	preview@pacific.net.sg	show 05-5458822
96	Agensi Pekerjaan RYUJI (M) Sdn. Bhd	ryuji_2@yahoo.com	show 03-62011186
97	Agensi Pekerjaan S.I. SETIA Sdn.Bhd	jacoble99@yahoo.com	show 04-9776898
98	Agensi Pekerjaan SALNATH BUMI HOLDINGS Sdn. Bhd.	sbhlum@yahoo.com	show 03-80704481
99	Agensi Pekerjaan SARILING SIKAP Sdn. Bhd.	sariling@tm.net.my	show 03-33233939
100	Agensi Pekerjaan SEASON Sdn Bhd	apseasons92@hotmail.com	show 09-5156288

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	Name ▼ ▲	E-mail ▼ ▲	Details	Tel ▼ ▲
101	Agensi Pekerjaan SENTOSA Sdn Bhd	ap_sentosa@yahoo.com	show	03-33410218
102	Agensi Pekerjaan SETIAKARIB Sdn. Bhd.	apsksb@tm.net.my	show	03-21452558
103	Agensi Pekerjaan SHA'S Sdn.Bhd.	apshassb@streamyx.com	show	03-33231999
104	Agensi Pekerjaan SINAR MAJU Sdn Bhd	apsinarmaju@yahoo.com	show	03-91023158
105	Agensi Pekerjaan SIRI ASAL (P.J) Sdn.Bhd.	siripj@streamyx.com	show	03-78039094
106	Agensi Pekerjaan SISIPAN EMAS(M) Sdn Bhd	sisipan_543@yahoo.com	show	06-6016173
107	Agensi Pekerjaan SMC Sdn. Bhd.	smc0011@tm.net.my	show	603-62032335
108	Agensi Pekerjaan SP Sdn. Bhd.	agensisp@tm.net.my	show	603-20701755

109	Agensi Pekerjaan SRI ANIKA Sdn.Bhd.	info@srianika.com	show	605-2412228	M
110	Agensi Pekerjaan SRI KANTI Sdn. Bhd.	maid-srikanti@yahoo.com	show	603-79806480	Us Pa:
111	Agensi Pekerjaan SRI MANISA Sdn. Bhd.	maids@srimanisa.com.my	show	603-26931188	Lo Lo:
112	Agensi Pekerjaan SRI NADIN Sdn. Bhd.	fiona@sri-nadin.com.my	show	603-27133333	
113	Agensi Pekerjaan SUMBER PERTIWI Sdn.Bhd.	sumbepertiwi@ask4maids.com.my	show	603-56211888	
114	Agensi Pekerjaan SUNRISE Sdn. Bhd.	apsun2004@yahoo.com	show	603-77299431	F
115	Agensi Pekerjaan TEAM-UP Sdn.Bhd	team_up@streamyx.com	show	07-2412588	De th al he Cl M
116	Agensi Pekerjaan TETAP JAYA Sdn.Bhd	tetap_jaya@gmail.com	show	06-2861818	
117	Agensi Pekerjaan TOP MANAGEMENT Sdn. Bhd.	aptop@tm.net.my	show	603-80248968	
118	Agensi Pekerjaan TSE Sdn.Bhd.	tsesb@tm.net.my	show	603-33236888	De W RI m sc KI RI
119	Agensi Pekerjaan TUNGAL Sdn.Bhd	chkc@tm.net.my	show	06-6313210	
120	Agensi Pekerjaan ULTIMATE DYNASTY Sdn.Bhd	apud@time.net.my	show	03-91329825	
121	Agensi Pekerjaan UPAMANIS Sdn.Bhd	aikim@streamyx.com	show	03-56383995	De m fe in er
122	Agensi Pekerjaan VEGAH Sdn.Bhd	vegah@pd.jaring.my	show	603-62572003	
123	Agensi Pekerjaan VENTURE PROVISION Sdn.Bhd	info@maidstation.com	show	03-79838233	V
124	Agensi Pekerjaan VINEDHA(M) Sdn Bhd	linnalim@denversys.com	show	04-2292653	We on
125	Agensi Pekerjaan W P I Sdn.Bhd	gpqc@tm.net.my	show	05-5453059	

126	Agensi Pekerjaan WANASA Sdn Bhd	agensi_wanasa@yahoo.com	show	03-61417501	Persatu Run
127	Agensi Pekerjaan WIJAYA Sdn.Bhd	wijayasb@streamyx.com	show	03-91325913	26-4, Fraser Jalan Li Tel: (
128	Agensi Pekerjaan WIRA Sdn.Bhd	alanwir@hotmail.com	show	05-5452451	
129	Agensi Pekerjaan WYN QUEST Sdn. Bhd.	apwq@tm.net.my	show	603-77855888	pap
130	Agensi Pekerjaan Y.S.L Sdn.Bhd	apys1@streamyx.com	show	04-2811111	
131	Agensi Pekerjaan YL Sdn.Bhd	apyisb_kepong@yahoo.com	show	03-62523231	
132	BINACOM Employment Agency Sdn. Bhd.	binacom@po.jaring.my	show	603-90752362	
133	Syarikat Agensi Pekerjaan ALSTRON Sdn. Bhd.	alstron3@streamyx.com	show	603-79566232	
134	Syarikat Agensi Pekerjaan ARENA NATION Sdn.Bhd.	arenation@hotmail.com	show	603-92872812	
135	Syarikat Agensi Pekerjaan CITA SELASIH Sdn. Bhd.	fooyung@cita-selasih.com	show	603-56379088	
136	Syarikat Agensi Pekerjaan PELITA BARU (M) Sdn. Bhd	pelitabaruu@papa.com.my	show	604-228886	
137	Syarikat Agensi Pekerjaan PERMAI UNIK (M) Sdn. Bhd	yong_sally@hotmail.com	show	606-7672344	
138	Syarikat Agensi Pekerjaan SAMPURNAM Sdn. Bhd.	sampurnam18@hotmail.com	show	603-92844008	

<< Start < Prev **1** 2 3 Next > End >>Userlist XTD by Zechmann

Results 101 - 138 of 138

APPENDIX F

No	NAMA TEMPAT/TGL LAHIR ALAMAT DI INDONESIA	KASUS NAMA MAJIKAN/AGENSII MALAYSIA PJTKI INDONESIA	TANGGAL MASUK	PERKEMBANGAN
1.	NIRMALA DANIEL BONAT Kupang, 27 Aug 1984 Kelurahan Air Nona, RT 19/05, Kec. Oe Bobo Kupang NTT	Penganiayaan Majikan (9 bulan). Majikan : - Agensi : - PJTKI : -	18 May 2004	Kasus Mahkamah
2.	SANIH NURWANI BT SALEH Indramayu, 11 Mei 1980 (asli 1985) Ds.Gantar RT 02/08 Kec.Gantar kab.Indramayu	Penganiayaan Berat (kerja 1 th) Majikan : Woon Kim Pow/Liew Fook San No.153 Jl.68 Kepong Baru, 52100 KL (019 2743 333, 012 293 6666, 012 201 7666) Agensi : MNK SDN BHD (Ms.BM Khor) 500-1-7 Wisma Indah, Jl.Tun Razak, 50400 03-92816666, 9282111. Fax: 92813871	31 Oktober 2006	Menuntut gaji 11 bulan. Kasus Mahkamah.
3.	YUDISTA PURWANINGTYAS BT IMAM SUPRIHATIN Purbalingga, 20 Des 1985 Ds.Kembaran RT 01/01 Kec.Kali Gondang, Kab.Purbalingga	Penganiayaan Berat (kerja 1,5 th) Majikan : Teuku Datuk Muizsyah/Siti Suraya Jl.BP/2 No.73, Taman Cheras Baru, Bukit Pandan, KL Agensi : Lupa PJTKI : Lupa	16 Oktober 2006	Kasus Mahkamah
4.	SUNIDAH BT SANBAKRI Cilacap, 09 Januari 1972 Paspor:AJ 365151 Jln Pramuka Rt.01/012 Kecamatan Majenang kabupaten Cilacap Jawa Tengah.	Didera majikan (12 bulan) majikan: She Teik Hooi / 016 2631163, 03 79569919 1304 Jln 17/52 Petaling Jaya 46400 Selangor. Agen: AP. Sekalung SDN.BHD / MS. Yuly Lim (012 2927822, 03 90192178, 03 9019360) No.26-1A Jln SL 11/9 Bandar Sunai Long 43100 Kajang Selangor. PJTKI: Darwati (individu) Jln Pramuka Rt.001/012 Cilo Padang Prapatan Cilacap.	06 September 2006	Menuntut gaji 1 tahun dan Kes Polis
5.	NELA BINTI MARKUS Pantok, 25 April 1985 Desa Pantok Kec. Nangka Taman Kab. Sekadan, Kalbar	Tidak dibayar gaji oleh agensi (2 tahun), Pinjam ke agen RM 300 Majikan: Alan (Ah Seng), Sungai Jentarung, Selangor (03-31915740, 019-2828899, 012 3377799)	24 November 2006	Menuntut gaji 2 tahun

		Agensi: Kenchu (AP SUN SUPPLY S/B), Cheras Kajang, Bussines Centre, Tmn Sri Bahtera No. 93 Jl. Lancang (019-6100100)		
		PJTKI: Sikim (Individu), Sidas, Kalbar		
6.	Sri Purwati Binti Mussirin Kediri, 19 Maret 1986 Desa Butuh RT.22/05 Kec. Keras Kediri, Kab, Kediri Jatim.	Penipuan agensi Majikan : Soo Leng Hong Agensi : AP. Wiramai Sdn Bhd (Mr. Yap/Tlp. 016- 2320299) No. M2C/7 Tingkat 2 Jln 4/6 Pandan Indah, K.L. Tlp. 016-3289022/03-42949399/ 58850299. PJTKI : PT. Surya Pasific Jaya (Ibu Novi, tlp.031-8962801). Jln. HRM. Magundirpojo No.556 Buduran, Sidoarjo, Jatim.	18 April 2007	
7.	NORHASANAH Jakarta, 11 Nopember 1965 Jl. Pelabuhan RT 13/05 Kec. Koja, Jakarta Utara	Susah mau ambil gaji, Majikan menahan gaji. (2,5 bulan) Majikan: Suhaimi Bin Sulaiman, 43 Jl. AU 5D/6 Lembah Keramat, Kuala Lumpur (019-2756142, 016-3962532) Agensi: Suhaimi PJTKI: Tidak Tahu	23 November 2006	
8.	ARIYANTI BINTI IMAM Lampung, 7 Januari 1980 Ds.Mekar Jaya Rt 01/04, Kec.Gunung Terang Kab.Tulang Bawang, Lampung	Lari dr majikan (kerja 8 bln) Majikan :Ciya Song Keng. No.484 Jln.2 Jln.Pasar Tanjung Sepat 42800 Sel.Tel.019.6066288 Agensi : Antar Pertama (Mr.Yee) Cheras.Hp.012-2929123 PJTKI : PT.Leres Kahuripan Sejati Jl.Peluit Raya200 Blok 4 No.9 Jkt. TLP. +6221-6616564	2 Maret 2007	
9.	Sahara Bengkayang, 01 April 1985	Korban pelecehan seksual (kerja 4 hari). Majikan : -	07 Maret 2007	

	Desa Temonong RT.02 RW.01 Susun Membangkang, Kec. Bengkayang, Kab. Sanggau, Kalbar.	Blok C, Tingkat 4, Jalan Ampang Hilir, Kuala Lumpur. Agensi : Agensi Ibu (Mr. Lo) Segambut. PJTKI : - (Perseorangan), Pontianak.		
10.	ROCHIMAH NGAHADIN Temanggung, 12 Jan 1983 Desa Piyutan RT 7/11 Kec. Jumo Kab. Temanggung	Perkosaan oleh majikan (1 tahun 19 hari) Majikan : - Agensi : - PJTKI : -	31 Jan 2007	
11.	SILVIANA ERTINA YUNITA FAOT. Soe, 15 Agustus 1990 Ds. Nusa Kec. Amanuban Barat Kab. Timur Tengah Selatan. Kupang.	Di sodomi oleh orang Melayu di Kuala Lumpur 5th Majikan : Jenny. Cafe rumah Mas Damansara Da Mansara Troficana Golf. Agensi : - PJTKI : -	4 April 2007	
12.	Jumiyati Binti Amanto Lampung Timur, 12 Oktober 1977 Desa Banarjo, Kelurahan Bading Rejo, Kec. Batangan Hari, Lampung.	Lari dari majikan (kerja 1 bulan). Majikan : Oong Tek Wey Batu Cina Agensi : AP Sasyaz Sdn. Bhd. Doren / Tlp. 03-91015066 PJTKI : PT. Mardel Mitr Global (tlp. 0811822693) Thomas (tlp. 0813-15676498) Jl. Francis 2, Blok E No.1 Dadap, Tangerang. Tlp. 021-55962246/55958596.	30-03-07	
13.	NUR Sayung Sambas, 27 April 1975 Sd. Sayung Sebetung Menyala No.11 Sambas, Kalimantan Barat.	Lari dari majikan (kerja 20 bulan). Majikan : Carol Like Tlp. 03-79587571. Agensi : Megacare Maintenance Services. Asiong/Lina. Tlp. 012-2177088. Grand Park Vono Tmn Yeat. Jln. Awan Pintar 58200 Kuala Lumpur. PJTKI : -	02 April 2007	Kerja 20 bulan 8 * Rm. 450 (dimajikan pertama) = RM. 9000 Kerja 2 bulan * RM.600 (cleaning Services) = RM. 1800. Total : RM. 10.800.
14.	SRI WIYATI BINTI YISMAN (TRI WAHYUNI: PASPOR)	Permit tgl 4 Desember 2006 selesai, tidak diijinkan pulang, gaji tidak dibayar (2 tahun 2 bulan)	29 Nopember 2006	

	Jateng, 28 Agustus 1968 Desa Sutan RT 2 RW 4 Kec. Grabak, Kab. Magelang	Majikan: Lee Coo Slig, Tmn Bkt Maluri, Jl. Burung Garuda No. 120 Agensi: 1. Paji (Johor Bahru), Jl. Lurah 20 No 28, Kempas Baru 2. Kent, Taman Manjalara PJTKI: Tidak Ada		
15.	ELPINA BINTI MISNAH Cirebon 13 Agustus 1986 Desa Baya Langu Lor RT 04/02, Kec.Gegesik Kab.Cirebon, Jabar	Lari dari majikan (kerja 19 bulan) Majikan : Kartini 104 Taman Tun Dr. Ismail. Agensi : Anim PJTKI : PT Gayung Ikif	23 Februari 2007	Masuk Malaysia tgl. 21-07-2005. Gaji : RM.400. Potongan : 4 bulan. Kes selesai tgl 23-04- 2007 dgn gaji sebesar: RM. 3.030
16.	FANCANILA BINTI SADIMAN Sibolga, 01 oktober 1969 Desa Slandit Lorong 2, Padang Sidempuan, Tapanuli Selatan.	Diserahkan kembali ke agen oleh majikan dan dipukuli oleh agen (kerja 8 bulan) Majikan : Hardipsing-Manjit Jln.USJ 9 No.6, Subang Jaya, Selangor Agensi : Rata Jln.Klang, Kuala Lumpur. Tlp: 0124212191	8 Januari 2007	
17.	ELISABETH RUPIKEM Lampung, 9 Juli 1982 Desa Negara Jaya RT 04/05, Kec Negeri Besar, Kab. Lampung Utara	Lari dari majikan (6,5 bulan) Nama majikan : Tan Kah Cing Alamat: No 2 Jalan Kasuari Puchong Jaya Agensi : Sasyaz Sdn. Bhd. PJTKI : PT. Mardel Global	27 Februari 2007	
18.	IMAS RAHMAWATI BINTI HAMDAN Cianjur, 10 Oktober 1975 Ds.Gegbrung RT 01/08 Kec. Warung Kondang, Kab.Cianjur, Jabar	Lari dr majikan: (kerja 22 bulan). Majikan : 1. Loo Teng Chai (sdh kerja 16 bln) Bkt Bakri Jln.Eng Leng Liaw Muar 2. Koh Cui Lee (sdh kerja 30 hari) No.84 Jln.Hasyim Muar Agensi : Goh Ah Bai /Jemmi.Muar. PJTKI : -	5 Maret 2007	

19.	SOLATIAH BT KURDANTE Dasan Prabe,tahun 1988 Desa Batu Mekar Rt 02,Kec.Lingsar Kab.Lombok Barat NTB.	Lari dr majikan (kerja 2 bulan) Majikan : Yong Les Hwan. Agensi : AP Haz.Sdn Bhd..Ms.Lau 017.3809838 PJTKI : Citra Nus Karya Semesta.	4 April 2007	
20.	DEWITA BINTI ZULKIFLI Tanjung Pinang, 3 November 1980 Jln.Hutan Lindung RT 02 RW 01, Tanjung Pinang	Korban Trafficking Majikan : - Agensi : Jefri PJTKI : -	19 Januari 2007	

APPENDIX G



FORMAT UNTUK KEPUTUSAN
PENGARAH IMIGRESEN WILAYAH PERSEKUTUAN KUALA LUMPUR

NO.FAIL: _____

☐ PERMOHONAN PLKS PEMBANTU RUMAH ASING (PRA) – BARU/GANTIAN (C/MEMO/PR LARI)

☐ PERMOHONAN PRA KEDUA ☐ KETIGA ☐ INDIVIDU

MAJIKAN: _____ NO.KP: _____

NAMA PRA: _____ NO.PPT: _____

Sila Tandakan /
Diruangan
Petak

1. Borang Permohonan PRA 1/Borang Permohonan PRA 2
2. Borang IM12
3. Borang IM38
4. Borang J/EA/B/Penyata Gaji Terkini Beserta Salinan
5. Personal Bond Yang Dimatikan Setem RM10.00
6. Perjanjian Pekerjaan Oleh Pembantu Asing Yang Dimatikan Setem RM10.00
7. Salinan Kad Pengenalan Suami Isteri/Salinan Sijil Lahir Anak-Anak Di Bawah 15 Tahun dan Sijil Perkahwinan.
8. Salinan Pasport Baru Pembantu Rumah Asing
9. Laporan Perubatan Bakal pembantu Rumah Asing Dari Negara Asal Oleh Panel Klinik Yang Dilantik Kementerian Kesihatan Malaysia
10. Jika Memohon untuk Ibu/Bapa Uzur/Sakit Dapatlan Surat Pengesahan Dari Klinik/Hospital Kerajaan/Swasta.
11. Lampiran 'A' – Perakuan Pengambilan PRA Beragama Islam
Lampiran 'B' – Perakuan PRA Beragama Islam
Lampiran 'C' – Pengakuan Majikan (Permohonan Individu) (Kecuali Negeri Sabah)
12. Ulasan Jika Ada: _____

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Tarikh: _____

(Pegawai Menerima/Menyemak)
Cop Nama/Jawatan

Ulasan Ketua Bahagian/Penyelia

Permohonan Telah Disemak Dan Di Dapati Teratur/Tidak Teratur

(Ketua Bahagian/Menyemak)
Cop Nama/Jawatan

Tarikh: _____

Keputusan Pengarah Imigresen Negeri :

Lulus/Tolak

(Pengarah Imigresen Negeri)
Cop Nama/Jawatan

Tarikh: _____

**GARIS PANDUAN PENGAMBILAN
PEMBANTU RUMAH ASING (PRA)**

PERMOHONAN

1. Semua borang dan perkara yang berkaitan yang ditetapkan, dikemukakan oleh samada majikan atau agensi pekerja asing yang berdaftar dengan Jabatan Imigresen Malaysia, kepada Jabatan Imigresen Malaysia Negeri-Negeri (Mengikut alamat majikan)
2. ✓ Majikan mesti mempunyai anak yang perlu perhatian dan jagaan atau ibubapa yang sakit
3. ✓ Isteri majikan mestilah bekerja dan hanya satu pembantu rumah layak dipohon untuk satu keluarga.
4. PRA hendaklah terdiri daripada warganegara-warganegara Indonesia, Thailand, Thailand, Kemboja Filipina ataupun Sri Lanka.
5. Umur PRA hendaklah tidak kurang 25 Tahun dan tidak melebihi 45 tahun.
6. ✓ Pendapatan majikan yang hendak menggajikan PRA Filipina dan Sri Lanka hendaklah RM5,000.00 dan bagi PRA Indonesia, Thailand dan Kemboja ialah RM3,000.00.
7. Bakal PRA mestilah berada di negara asal dan masuk/datang ke Malaysia menggunakan Visa Dengan Rujukan.
8. Endosmen PL(KS) hendaklah diperolehi di jabatan Imigresen Malaysia Negeri yang meluluskannya dalam masa 1 bulan dari tarikh tiba.
9. PRA tidak dibenarkan kahwin dengan rakyat tempatan atau pekerja asing yang bekerja di negara ini.
10. PRA hendaklah sentiasa memelihara tingkahlakunya setiap masa dan tidak terlibat dengan aktiviti yang melanggar susila/budaya tempatan.
11. Lanjutan tempoh sah laku PL(KS) hendaklah dikemukakan kepada mana-mana Pejabat Imigresen tiga (3) bulan sebelum tarikh tamat PL(KS).
12. PRA tidak boleh bertukar pekerjaan atau bertukar majikan.
13. ✓ Majikan yang bukan beragama Islam dimestikan menyediakan temoat tinggal yang sesuai kepada PRA yang beragama Islam dan tidak melakukan kerja-kerja rumah yang bertentangan dengan agama Islam dan diwajibkan memberi pengakuan tidak akan mengendalikan khinzir atau anjing.
14. PRA akan dikeluarkan dengan PL(KS) dan Multiple Entry Visa untuk tempoh 12/24 bulan.
15. ✓ Majikan bertanggungjawab melaporkan kepada Jabatan Imigresen Malaysia sekiranya PRA berhenti/diberhentikan kerja atau sekiranya hilang atau melarikan diri dari tempat sepetutnya dia bekerja.
16. ✓ Majikan juga bertanggungjawab menghantar pulang PRA yang diberhentikan, memohon berhenti, tamat tempoh Pas tau dibatalkan Pas.
17. Jabatan Imigresen Malaysia mempunyai hak membatalkan kelulusan atau Pas yang dikeluarkan.
18. PRA tidak dibenarkan membuat Permohonan Permit Masuk semasa memegang PL(KS)

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

SETEM
RM10.00

WHEREAS it is a condition of the issue of a Visit Pass (Temporary Employment) to me/

.....of.....that

(Employee)

(Address)

there be furnished by me/on be half of the said.....

(Employee)

security in the sum of RM.....as guarantee that I/the said

.....will comply with the provisions of the Ordinance

(Employee)

and of any Regulations made thereunder and with any conditions imposed in respect of or instructions endorsed on such Pass.

Now I.....NRIC No.....of

(Employer)

.....do hereby bind myself that I/said

(Address)

.....will comply with the provisions imposed in respect of instructions

(Employee)

endorsed on such Visit Pass (Temporary Employment) AN in case of my/the said

.....making default there in, I hereby bind

(Employee)

myself to forfeit to the Government Of Malaysia the sum of RM.....

Dated this.....day of.....20.....

At.....in the state of.....

Signature Of The Above Named

Signed And Executed By The Above Named:.....In my presence

Signed Of Witness :.....

Full Name Of Witness :.....

Address Of Witness :.....

:.....

PERJANJIAN PEKERJAAN

Perjanjian ini dibuat pada haribulanbulan.....

Tahun.....diantara.....

KP No.....beralamat.....

.....
(selepas ini disebut majikan) dan.....

Pemegang Pasport.....No.....

(selepas ini disebut Pembantu Rumah Asing) adalah dengan ini dipersetujui dan diisytiharkan sebagai berikut:-)

1. TEMPOH PERJANJIAN

Majikan dikehendaki menggaji Pembantu Rumah Asing selama setahun ke setahun bermula dari tarikh ketibaan Pekerja Ditempat kediaman* Majikan/bekerja.

2. TEMPAT BEKERJA

Pembantu Rumah Asing hanya dibenarkan bekerja dan tinggal di.....

3. TUGAS DAN TANGGUNGJAWAB PEMBANTU RUMAH ASING

- Pembantu Rumah Asing mestilah cekap dan setia,membantu melaksanakan tugas rumahtangga/melaksanakan kerja.
- Pembantu Rumah Asing mestilah mematuhi segala arahan majikan berkaitan dengan perlaksanaan tugasnya.
- Pembantu Rumah Asing mestilah bekerja dengan majikannya sahaja dan tidak boleh bekerja dengan majikan lain.
- Pembantu Rumah Asing dikehendaki sentiasa bersopan-santun dan menghormati majikan dan keluarganya.
- Pembantu Rumah Asing mestilah mematuhi undang-undang dan adat resam rakyat Malaysia.

4. **KEMUDAHAN TEMPAT TINGGAL/MAKANAN/RAWATAN PERUBATAN**

- a) Majikan mesti menyediakan tempat tinggal percuma dengan bekalan air dan elektrik untuk Pembantu Rumah Asing.
- b) Majikan mesti menyediakan makanan berkhasiat sekurang-kurangnya tiga kali sehari untuk Pembantu Rumah Asing.
- c) Majikan mesti menanggung bayaran rawatan perubatan sekiranya Pembantu Rumah Asing tercedera semasa bertugas.

5. **HARI KELEPASAN**

Majikan mestilah membenarkan Pembantu Rumah Asing mengambil satu hari kelepasan pada setiap minggu. Hari Kelepasan ini hendaklah dalam jangkamasa berterusan tidak melebihi 24 jam. Sekiranya majikan meminta Pembantu Rumah Asing Bekerja pada hari kelepasannya majikan mestilah memberi ganjaran sewajarnya.

6. **PENAMATAN KERJA**

- a) Majikan boleh menamatkan perjanjian ini atas alasan jika Pembantu Rumah Asing :-
 - i) Sengaja Bekerja Dengan Majikan Lain;
 - ii) Sengaja Mengingkari Arahan Munasabah Yang Berhubung Dengan Kerja-Kerja Pembantu Rumah Asing;
 - iii) Berterusan Mengabaikan Tugasnya Dan Sentiasa Lewat Memulakan Kerjanya;
 - iv) Didapati Bersalah kerana menipu dan Tidak Amanah;
 - v) Hamil (Jika Berkenaan Sahaja)
 - vi) Terlibat Dengan Kegiatan-Kegiatan Haram, Penyalahgunaan Dadah, Pelacuran, Kegiatan Subversif, Jenayah Dan Sebagainya.

b) Pembantu Rumah Asing boleh menamatkan perjanjian ini tanpa notis bayaran gaji sekiranya Pembantu Rumah Asing :-

- I) Secara munasabah bimbang akan keselamatannya atau kecederaan fizikal disebabkan keganasan atau penyakit.
- II) Menjadi mangsa dera atau layanan buruk majikan
- III) Mendapati majikan melanggar apa-apa syarat termaktub dalam perjanjian ini.

7. PERUNTUKAN AM

- a) Dengan tamatnya perjanjian ini atau Pembatalan Pas Kerja Pembantu Rumah Asing oleh Jabatan Imigresen Malaysia, majikan dikehendaki menyediakan tiket penerbangan percuma ke..... untuk Pembantu Rumah Asing.
- b) Jika Pembantu Rumah Asing meninggal dunia semasa bekerja majikan mesti menanggung kos penghantaran pulang jenazah dan milik peribadinya ke.....
- c) Majikan yang bukan beragama Islam dimestikan menyediakan tempat tinggal yang sesuai kepada PRA yang beragama Islam untuk membolehkannya beribadat dan tidak menyuruhnya melakukan kerja-kerja rumah yang haram disegi Agama Islam.

Sebagai menyaksikan kedua-dua belah pihak dengan ini menurunkan tandatangan

Pada.....haribulan.....20.....

Tandatangan Majikan :.....

Tandatangan pembantu Rumah Asing :.....

Tandatangan Saksi :.....

* POTONG MANA YANG TIDAK BERKENAAN

**PERAKUAN PENGAMBILAN PEMBANTU
RUMAH ASING BERAGA ISLAM**

Saya.....Pemegang Kad pengenalan/Pasport

Negara.....Nombor.....beralamat di.....

.....
.....
dengan suci hati dan tanpa dipengaruhi oleh mana-mana pihak mengaku memahami isi kandungan Penjanjian Pekerjaan yang telah ditandatangani pada.....Diantara saya sebagai Majikan Berdaftar dan Pembantu Rumah Asing warganegara.....
No.Pasport:.....

Seterusnya saya mengaku akan menyediakan segala kemudahan beribadat seperti Bilik Sembahyang dan tidak akan menghalang Pembantu Rumah saya untuk mendirikan **Sembahyang Lima Waktu** pada setiap hari. Pembantu Rumah saya juga tidak akan dihalang untuk mengerjakan **Puasa Ramadhan**. Saya juga akan memastikan tiada sebarang gangguan ke atas Pembantu Rumah saya semasa beliau mengerjakan ibadah berkenaan.

Saya juga mengaku tidak akan membenarkan Pembantu Rumah saya menguruskan kerja-kerja rumah yang haram dari segi islam seperti menguruskan **babi dan anjing**.

Saya juga bersetuju untuk menghantar balik ke tempat asal Pembantu Rumah saya dengan kos yang akan ditanggung oleh saya setelah perkhidmatan beliau ditamatkan.

Diperbuat dengan sebenar-benarnya Oleh saya pada.....haribulan.....20.....

.....
(Tandatangan)

Disaksikan Oleh Pegawai Kerajaan Kumpulan Pengurusan Dan Profesional

Tandatangan :.....

Nama :.....

Cop Rasmi Jabatan:.....

No.Kad Pengenalan :.....

Jawatan :.....

Pada.....Haribulan.....20.....

**PERAKUAN PEMBANTU RUMAH ASING
ISLAM WARGANEGARA.....**

Saya.....Pemegang Pasport No:.....

Mengaku dengan suci hati dan tanpa dipengaruhi oleh mana-mana pihak bersetuju untuk bekerja sebagai Pembantu Rumah kepada :-

.....
Nama Majikan Dan No.Kad Pengenalan/Pasport

Beragama.....

Alamat Majikan :-

.....
.....
.....

Saya bersetuju bahawa saya tidak akan membuat apa-apa tuntutan terhadap Kerajaan Malaysia atau Wakilnya di dalam apa jua tindakan semasa berada di Malaysia.

Sekian, Pengakuan Saya.

Tandatangan:.....

Saksi Dari Negara Sumber

NAMA PENUH :.....

ALAMAT :.....

.....

.....

NO.TELEFON :.....

COP RASMI :.....

**PERMOHONAN INDIVIDU
PENGAKUAN DARIPADA MAJIKAN**

Saya bernama.....No.KP:.....

Beralamat :-

.....

.....

dengan sesungguhnya mengaku bahawa biodata Pembantu Rumah Asing No.Pasport

.....Warganegara.....telah diperolehi oleh saya sendiri

daripada negara Sumber/Sumber-Sumber lain (Sila potong dimana tidak berkenaan)

Butir-butir Pembekal Di Malaysia Seperti Berikut :-

Nama :

No.KP/Pasport Jika Sumber Individu :

Alamat :

No.Telefon :

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

Terima Kasih.

Tandatangan :.....

Tarikh :.....

Saksi

Tandatangan :.....

Nama :.....

(Cop Nama Dan
Jawatan saksi)

No.KP :.....

Nota :-

Saksi mestilah terdiri daripada Pegawai Imigresen Tinggi Atau
Mana-mana Pegawai Kanan Imigresen

**SENARAI KLINIK ATAU HOSPITAL UNTUK PEMERIKSAAN PEKERJA ASING
DI NEGARA SUMBER PEKERJA ASING 2005**

INDONESIA (70 Pusat Pemeriksaan)

NO	NAMA RS/KLINIK	ALAMAT	NOMBOR TELEFON
Jakarta			
1	Klinik Hidayah	Jl. Tebet Timur Dlm IV No.10 Jakarta Selatan	021-8353604
2	Klinik Tirta Husada MC	Jl. Dr.Suhardjo No.113 Jakarta Selatan	021-8311936
3	Klinik Ar Raudah MC	Jl Tebet Raya No.77 Jakarta Selatan	021-8303271
4	Klinik Rayhan MC	Jl. Tebet Timur Dalam Raya No 113 Jakarta Selatan	021-8303271
5	Klinik Ass'adah MC	Jl. Tebet Timur Dalam Raya No 58 Jakarta Selatan	021-8297255
6	Klinik An Nur MC	Jl. K.H Abdullah Syafei No.12 Tabet Jakarta Selatan	021-8307804
7	Klinik Amanah MC	Jl. Tebet Raya No.31 Jakarta Selatan	021-83792701
8	Klinik Alhikmah MC	Kl. Asem Baris No.15 Tebet Jakarta Selatan	021-8291655
9	Klinik Selamat MC	Jl. KH. Abdullah Syafer No.18, Jakarta Selatan	021-83795988
10	Klinik Azzahra MC	Jl. Kalibata Raya No.6, Jakarta Timur	021-8090590
11	Klinik Moslem MC	Jl. Mesjid Al-Kharat No.39 Jakarta Timur	021-8011428
12	Klinik Zam-Zam MC	Jl.Dlista Raya No.119 Jakarta Timur	021-85916510
13	Klinik Arrahim	Jl.Condei Raya No.102 Jakarta Timur	021-80887242
14	Klinik R.S Haji Jakarta	Jl.Raya Bekasi Timur No.122B-C Jakarta Timur	021-8570601-02
15	Klinik Haninah MC	Jl.Budi No.20 Cawang Jakarta Timur	021-80877148
16	Klinik Setu MC	Jl.Raya Setu No.3Kel Setu Jakarta Timur	021-84998544
17	Klinik Bahktiar MC	Jl. Raya Condet No.6 Cillilitan Jakarta Timur	021-8092850
18	Klinik Afiat MC	Jl.Conder Raya No.16 Jakarta Timur	021-8090480
19	Klinik Insani MC	Jl.Easuki Rachmat No.18 Jakarta Timur	021-8192222
20	Klinik Nurhuda MC	Jl. Otista III No.13A Jakarta Timur	021-8566945
21	Klinik Ar Rahmah MC	Jl. Fawamangun Muka Barat No.1 Jakarta Timur	021-4700262
22	Klinik Avida MC	Jl.Cipinang Cempedak No.5 Jakarta Timur	021-8195850
23	Klinik Amalia MC	Jl.Dewi Sartika No.349 Cawang Jakarta Timur	021-8000344
24	Klinik Ar Rhida MC	Jl.Kampung Melayu Besar No.13 Jakarta Timur	021-8190580
25	Klinik Dewi Sartika MC	Jl.Dewi Sartika No.261 Cawang III Jakarta Timur	021-8090163
26	R.S Puri Medika	Jl. Sungai Bambu Raya No.5 Jakarta Utara	021-43903355
27	Klinik Permata Indah MC	Komp Perum Tmn Permata Indah II Blok E No.8 Jakut	021-6680843
28	Klinik Rosela Indah MC	Jl.Rosela Raya No.185 Jakarta Barat	021-5643405
Surabaya			
29.	Klinik General MC	Jl.Abdul wahab Sianin,Ruko Bukit Mas RN-19 Surabaya	031-5661656
30.	Laboratium Klinik Ultra Medika	Jl. Nias No.26 Surabaya 60281	031-5032055
31.	Klinik Citra MC	Jl. Ketitang Baru III, No.56 Surabaya	031-8291214
32.	Laboraorium Klinik As Shafa	Jl. Leljen Utoyo No.11 Medaeng, Waru Sidoarjo, Jatim	031-8555001
33.	Klinik Rahmat Sejahtera	Jl.Dr.Cipto No.202 Lawang, Malang	0341-422691
34.	Klinik Higina MC	Jl. Kaliurang No.30 Malang 65141	0341-368341
Semarang			
35.	Balai Lab Kesehatan Semarang	Jl.Soekarno Hatta No.185 Semarang	024-6710662
36.	Laboratorium Klinik Permata	Jl.Mayjen Soetoyo S.96A Semarang 50241	024-8412270

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NO	NAMA RS/KLINIK	ALAMAT	NOMBOR TELEFON
37.	Laboratorium Klinik Utama Cito	Jl.Indraprasta No.81-83 Semarang	024-3556853
38.	Laboratorium Klinik Ultra Medika	Jl.P.Sudirman 187, Semarang	024-7612920
39.	Laboratorium Klinik Imam Bonjol	Jl.Imam Bonjol 177 A,Semarang 50142	024-3553188
Mataram			
40.	Rumah Sakit Umum Mataram	Jl. Pejangik No.6 Mataram	
41.	RSUD Praya	Jl.Basuki Rahmat No.11 Praya 83511 NTB	
42.	Lab Klinik Alumni Agung	Jl. Bung Karno No.2 Mataram, NTB	
43.	Lab Klinik Hepatika	Jl.Bung Hatta 3A Mataram, NTB	
Purwokerto			
44.	RSUD Prof.Dr.Margono	Jl.Dr.Gubreg No.1 Purwokerto 53146	0281-632708
45.	Klinik An Nur MC Purwokerto	Jl.Perintis Kemerdekaan No.24,Purwokerto 53141	0281-621829
46.	RSUD Banyumas	Jl.Rumah Sakit No.1 Banyumas	0281-796031
Bandung			
47.	Labraorium Klinik Medcore	Jl.Dipati Ukur No.5 Bandung 40132	022-2506302
Cirebon			
48.	Badan RSUD Waled Cirebon	Jl.Kesehatan No.4 Kec Waled Cirebon	0231-661275
Yogyakarta			
49.	RS PKU Muhammadiyah	Jl. KH. Ahmad Dahlan 20,Yogyakarta 55122	0274-512653
Banyuwangi			
50.	Rumah Sakit Al Huda	Jl. Dipenegoro No.65 Genteng Banyuwangi	0333-840033
Medan			
51.	Klinik Anugerah Ibu MC	Jl.Nibung Raya No.24/28 Medan Sumatera Utara	061-4147785
52.	Rumah Sakit H.Adam Malik	Jalan Bangau Lau, No.17,Tuntungan, Medan	
53.	Rumah Sakit Dr.Pringadi, Medan	Jalan Prof HM Yamin SH No.47, Medan	
54.	Medan Medical Centre	Jalan Agus Salim No.5, Medan	
Cilacap			
55.	Klinik An Nur MC Cilacap	Jl. MT Haryono No.60A Cilacap 53222	0282-534144
56.	Klinik Marchsya	Jl.Cerme No.27 Sidanegara, Cilacap	0282-538914
Kudus			
57.	RSUD Unit Swadana Kudus	Jl.Lukmonohadi No.19 Kudus 59348	0291-431831
Pekan Baru, Riau			
58.	RS Prof Tabrani		
59.	RS Bina Kasih		
60.	Klinik Dr.Abdullah Qayyum		
61.	Klinik Cendana Husada		
62.	RS Islam Ibnu Sina		
63.	RS Awal Bros		
64.	Daerah Pekan Baru		

NO	NAMA RS/KLINIK	ALAMAT	NOMBOR TELEFON
Dumai, Riau			
65.	Balai Pengobatan, Machribi		
66.	Balai Pengobatan Mitra Keluarga		
67.	Balai Pengobatan Sehati		
68.	RS Umum Kota Dumai		
Pontianak, Kalimantan Barat			
69.	RS Soedarso		
70.	RS St, Antonious		

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List of Questions for the Interview with Charge d’Affaires ad interim of the Indonesian Embassy, Tatang B. Razak, on 13 March 2008, as follows:

1. How many Indonesian domestic workers are in Malaysia?
2. Can the Indonesian Embassy monitor the working conditions of Indonesian domestic workers in Malaysia?
3. How do you see employment situation in Malaysia?
4. How do you describe the role of the Indonesian Embassy in relation to the working arrangement of the domestic workers?
5. What are the problems the Indonesian Embassy encounter in handling the case of Indonesian domestic workers?
6. What does Indonesian Embassy do to assist Indonesian domestic workers who encounter problem?
7. Are there many unsolved cases of Indonesian domestic workers in Malaysia?
8. Why do Indonesian domestic workers often suffer abuse and exploitation? Is it because they are not prepared enough to work overseas?
9. Do you think Malaysia is a better destination country for Indonesian domestic workers if we compare to Singapore and Hong Kong?
10. What are the steps that the Government of the Republic of Indonesia and the Government of Malaysia should take in order to minimize the problems?