1.0 PURPOSE

1.1 To ensure ASP attracts and selects the appropriate talents to achieve the goals of the company Prohibition of Forced Labour implementation and practice.

1.2 To ensure ASP complies with statutory legislation and industry standards relating to staffing and relevant operations.

1.3 To ensure ASP complies with Responsible Business Alliance requirements in all aspects.

2.0 SCOPE

2.1 It applies to all employees of ASP and any other operation that operates within ASP and appointed business partners.

3.0 REFERENCE

3.1 Responsible Business Alliance Manual.
3.2 Malaysian Employment Act 1955.
3.3 Children and Young Persons (Employment) Act 1966.
3.4 Employment Contract
3.5 Employee Handbook

4.0 DEFINITION

4.1 RBA – Responsible Business Alliance.
4.2 ASP – ASP Medical Clinic Sdn Bhd
4.3 Company - ASP Medical Clinic Sdn Bhd
4.4 Client – the place where the recruited workers are assigned to work
4.5 ILO – International Labour Organization
4.6 Migrant Worker – Foreign Worker
4.7 Business partners – appointed labor agents, contractors, and suppliers.

5.0 RESPONSIBILITY

5.1 Human Resources Department
5.2 Business Partners
5.3 Employees

6.0 POLICY

6.1 ASP shall be affirmative in its hiring practices towards achieving the operation requirement.

6.2 ASP shall comply with all statutory legislation relating to staffing and relevant operations.

6.3 ASP shall ensure all work is voluntary and employees shall be free to terminate their employment upon reasonable notice without penalty.

6.4 ASP shall ensure foreign labours are not required to pay for their employment. In other words, is zero recruitment fees.

9.3 Before signing the employment contract, ASP and client shall ensure that they are fully understand and they will be given adequate time to review and clarify any question or doubt.

9.4 There shall be no substitution or changes allowed in the employment contract upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

9.5 Workers shall have the right to enter into and terminate their employment freely with reasonable notice and with no penalty. In the event the employment has been terminated voluntarily or involuntarily, employee will be paid appropriate amounts for all hours worked. Employer are allowed to deduct 60% gross base salary for any insufficient notice period.

9.6 ASP shall conduct verbal explanation and ensure all newly hired workers on the key components of the employment conditions in a language they can understand such as nature of work, working hours, off day & break duration, leave entitlement, benefits, chargeable fees types and amount, total earning wages and deduction imposed & method of calculation and other legally required benefits.

10.0 LEVY, RECRUITMENT FEES, and COST.

10.1 Effective on 01 January 2018, the foreign workers' levy is to be borne by the client or recruitment agents.

10.2 ASP shall bear all recruitment fees. The fees include; transportation in the source country, passport application, processing of visa, first medical check-up, agent fees, and flight tickets.

10.3 The appointed worker shall not be required to pay for their employment. The cost and fees associated with recruitment, travel, and processing of foreign labor shall be covered by the company. Workers shall not be liable for any other costs unless required by law.

10.4 Any cost paid by the worker related to employment as defined in RBA guidance is allowed.

10.5 Foreign worker passport renewal for employment purposes will be covered by ASP. An individual foreign worker has to renew their passport at the respective immigration/ Embassy and produce receipts to the company for reimbursement and verification.

10.6 Any cost related to foreign workers' replacement of passports due to damage, loss, and torn incurred by employees **will not** be covered by ASP

10.7 ASP strictly follows the provision of the RBA Code and the RBA trafficked and forced labor. Any fees not permitted under the definition of fees found paid by the worker, such fees are required to be returned to the workers within 90 days of discovery and retained evidence.

10.8 Employees shall report to their immediate supervisor, manager, HR, or customer if they are forced to pay an additional fee.

10.9 Workers shall not be required to pay employers' agents or sub-agents recruitment fees or other related fees for their employment. If any such