



Group Chief Executive Officer

25 April 2019

FGV'S ACTION PLAN AND 1ST QUARTERLY UPDATE PERTAINING TO RSPO'S COMPLAINTS PANEL'S DIRECTIVES DATED 28 NOVEMBER 2018.

Dear Valued Business Partners and Stakeholders,

We are pleased to share with you the FGV's Action Plan pertaining to the RSPO's Complaints Panel's Directives dated on 28th November 2018. FGV had submitted this Action Plan to RSPO on 28th March 2019, and had received positive feedback and recommendation on 19 April 2019.

Appendix A provides the details of the Action Plan, and the first quarterly progress update of the actions defined thus far. As you will observe, the action plan encapsulated FGV's commitment to ensure that our sustainability journey's fundamentals are strong. Accordingly, focus on strengthening the FGV Group Sustainability Policy (GSP), and revising relevant SOPs/guidelines pertinent to ensuring effective implementation of the GSP are being prioritized. Both the GSP and core SOP / guidelines are targeted to be implemented in June 2019.

Similar to our approach previously, we are being transparent in sharing our initiatives and progress. Rest assured that we will continue working with relevant stakeholders, to achieve our collective aspirations for a sustainable and socially equitable palm oil industry.

For any inquiry related to this Action Plan and the first progress update, please contact En. Noorazam Ishak, Sustainability Engagement Department at noorazam.i@fgvholdings.com

We thank you for your continuous support to us.

Best regards,

A handwritten signature in black ink, appearing to read 'Haris'.

DATO' HARIS FADZILAH HASSAN
Group Chief Executive Officer

APPENDIX A

FGV'S ACTION PLAN AND 1st QUARTERLY PROGRESS REPORT IN RESPONSE TO RSPO'S COMPLAINTS PANEL'S DIRECTIVES DATED 28 NOVEMBER 2018

No.	Complaints Panel's Directives	Action	Progress Update as at March 2019
A. Employment Contract			
1.	FGV shall undertake a full legal and operational audit and review of its current employment contract practices/ processes/ policies/ procedures for all workers (including contractor's workers) to ensure full compliance with national laws and the P & C.	<ul style="list-style-type: none"> • FGV to revise the Employment Contract (V1) as per the CP's directives. • The revised version (V2) shall be: <ul style="list-style-type: none"> ▪ Translated into National Languages of Foreign Workers ▪ Communicated to relevant embassies of foreign workers employed by FGV. ▪ Explained to workers during orientation of new workers. ▪ Signed by all new foreign workers at their home countries. ▪ Communicated to existing workers, including explaining that the new contract shall supersede any previous contract(s), and arrange for signing. 	<ul style="list-style-type: none"> • All gaps identified in the Employment Contract (V1) by the CP, and through FGV's internal assessment have been filled. • The Employment Contract (V2) has been translated into five languages - English, Indonesian, Bengali, Tamil and Hindi. It is not been translated into Nepali and Tagalog as there are no more workers from Nepal and Philippines on site, and FGV does not intend to procure foreign labour from these countries, moving forward. • A Communications Pack has been developed to guide recruitment agents and staff members in ensuring workers understand the content of the Employment Contract. • V2 of the employment contract will be used throughout the Plantation Sector, both for new and existing workers.

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			<ul style="list-style-type: none"> - New workers will sign the contract in their home countries. - Existing workers will be given the revised contract for signing, and all new provisions will be explained to them accordingly. • 3 officials have been assigned to communicate the V2 of the Contract to all estate managers and human resources officers responsible in carrying out the task throughout Peninsular Malaysia. This exercise will be completed in end of March 2019. • The same exercise was conducted in Serting and completed on 26 March 2019.
2.	<p>As per P & C 6.12.3, a special labour policy and procedures shall be established and implemented in respect of all migrant workers employed by FGV, including contractor's workers. The special labour policy should include:</p> <ul style="list-style-type: none"> i. statement of non-discriminatory practices; ii. no contract substitution; iii. post-arrival orientation programme to focus especially on language, safety, labour laws, 	<ul style="list-style-type: none"> • FGV Group shall, where necessary, strengthen existing policies, and develop a special labour policy/SOP, to address the following issues relating to labour, including but not limited to: <ul style="list-style-type: none"> i. statement of non-discriminatory practices; ii. no contract substitution; iii. post-arrival orientation programme to focus especially on language, safety, labour laws, cultural practices, etc; and iv. descent living conditions to be provided. • FGV shall ensure that all its policies and procedures relating to labour are communicated to, and are binding on, all its 	<ul style="list-style-type: none"> • In December 2018, the FGV Group Sustainability Policy(GSP) was revised to strengthen the provisions on labour and human rights standards. • At present, the revised GSP is going through the necessary internal consultation processes. FGV plans to consult external stakeholders and invite them to provide comments on the revised GSP, so that it is more inclusive. After which, the GSP will be presented to FGV's Board for approval. Once approved, the GSP will be made public. • Alongside this, FGV is also developing a Guideline/Procedure on Responsible

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	cultural practices, etc; and iv. decent living conditions to be provided.	recruitment contractors, agents and supply chains.	<p>Recruitment of Foreign Workers which will address CP's recommendation of a special labour policy.</p> <ul style="list-style-type: none"> This Guideline will require FGV to comply to the applicable international and national standards with regard to recruiting foreign workers. It will include the following, but not limited to: <ol style="list-style-type: none"> Process of pre-recruitment, including selection criteria and appointment of recruitment agents; Statement of non-discriminatory practices; No contract substitution; Post-arrival orientation programme to focus especially on language, safety, labour laws, cultural practices, etc; and Decent living conditions to be provided. To ensure this Guideline is satisfactory, necessary consultations with internal and external stakeholders will be organised.
3.	In particular, FGV shall ensure that accurate information of working conditions in the host country, including nature of work, wages, benefits and duration of contract are duly communicated at the time of recruitment.	<p>FGV to address the gaps by adopting the following:</p> <ul style="list-style-type: none"> Where possible to conduct direct recruitment of foreign workers; Where the use of recruitment agents is inevitable, FGV must ensure that the selected recruitment agents either in Malaysia, or the sourcing countries are legally registered in 	<ul style="list-style-type: none"> FGV has developed a Communications Pack that will be used to explain the terms of employment, nature of work, wages and other benefits to all foreign workers in their home countries. This pack will also be used during the orientation programme upon their arrival in Malaysia. In addition, to ensure that the workers understand the information shared, the communications pack will include an assessment

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		<ul style="list-style-type: none"> • accordance with the applicable national laws/ regulations. • To ensure that all information on all aspects of working conditions in FGV's operations, including the terms of employment, nature of work, wages and other benefits are duly communicated to the foreign workers in their home country. • Where recruitment is done through agent, FGV shall ensure that the same information is provided to the agent to be communicated to the potential workers during the recruitment process. 	<ul style="list-style-type: none"> • section to gauge the level of understanding of the foreign workers. This is to be done in their home countries before the workers sign the employment contract. • This communications pack has been provided to Indonesian recruitment agents appointed by FGV. In addition, FGV team had a session with them on 22 February 2019 to explain the mandatory requirement by FGV that this pack be communicated to the workers prior to them signing the employment contract. • FGV will undertake the same process with all its recruitment agents in other countries, in due course, as and when necessary based on the newly acquired quota. • For the existing foreign workers employed, FGV will conduct sessions to explain the content of the communications pack and execute the V2 contract accordingly.
4.	<p>Employment contracts should be written in a language that the workers understand, signed in the workers' countries of origin and only after the terms have been properly explained to the workers (including all documents referred to in the employment contracts such as the <i>Kadar Upah Kerja</i>). The key is to ensure full disclosure</p>		<p>See Paragraphs 1 and 3 above</p>

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	to enable workers to make an informed decision as to the signing of the contract.			
5.	To promote non-discrimination against illiterate workers, the content of the contract is to be orally transmitted to the workers, by or on behalf of the employer.	<ul style="list-style-type: none"> FGV to put in place a process which will require actions to be taken in the home country to ensure that illiterate workers are not discriminated and that the contract is orally read and explained to them. For existing illiterate foreign workers, FGV shall ensure that the contract is orally transmitted to them. If necessary, an interpreter shall be provided. 	<ul style="list-style-type: none"> As part of ensuring employment terms are adequately communicated (see Paragraph 3 above), FGV had on 22 February 2019 reminded its Indonesian recruitment agents to ensure adequate understanding of all illiterate foreign workers by transmitting the employment contract orally to them. All estate managers were also reminded to ensure that the V2 contract is transmitted and explained orally to them by FGV personnel and/or when needed through an interpreter. 	
6.	Once signed, FGV shall ensure that no contract substitution occurs, whereby contracts signed by workers in their home country is respected and adhered to by FGV and the work they perform is in accordance with their contractual terms.	<ul style="list-style-type: none"> There shall be only one employment contract (V2) signed by foreign workers. For new workers, this employment contract shall be signed in their home countries and workers shall be provided with a copy for their safe keeping. For existing workers employed, FGV will seek their agreement to accept and sign the V2 contract which will supersede the previous contract. FGV will respect the workers right not to accept the revised employment contract. 	<ul style="list-style-type: none"> The V2 contract will be used as the only contract for foreign workers. The V2 contract is being shared with all recruitment agents to be executed accordingly in the foreign worker's home country. 	

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		<ul style="list-style-type: none"> There shall be periodical assessments to ensure there is no violation of the contractual terms. 	
7.	<p>Further, workers' freedom to resign without penalty and in accordance with law must be respected.</p> <p>Action plan shall consider issues that may arise from termination under the contract either by FGV or on the initiative of the workers, including costs implication and costs sharing, without undermining workers' freedom of movement</p>	<ul style="list-style-type: none"> FGV shall recognise and respect the workers' right to terminate the employment contract in accordance with prescribed requirements. eg. Notice or pay in lieu). This shall be reflected in the revised employment contract and informed to all the workers. On the implication of termination of employment, FGV shall identify an amicable solution in particular on matters relating to any cost implication resulting from the termination of employment. 	<ul style="list-style-type: none"> There is now a provision in V2 contract that recognises and respects the worker's right to terminate the employment with notice. In case of termination by workers, the contract is explicit - <ul style="list-style-type: none"> workers will not be imposed with any fee or penalty (absorbed by employer); workers will have to bear the travelling-related cost to return to home country; employer will be responsible to prepare the necessary document for repatriation. This subject has also been included in the communications pack
B. Labour recruitment contractors/agents			
8.	<p>FGV shall adopt and apply Standard Operating Procedures (SOPs) for all its labour recruitment contractors/agents (in Malaysia as well as those in the countries of origin) in full compliance with the P & C.</p> <p>Among others, the following elements should be included in</p>	<ul style="list-style-type: none"> FGV to strengthen its SOP to address the elements stipulated by CP including, but not limited to: <ul style="list-style-type: none"> i. Ensuring that FGV only engages duly registered labour recruitment contractors/agents who do not support or partake in any form of forced or trafficked labour; ii. Clarity on the imposition of recruitment fee; iii. Strengthen the grievance mechanism to 	<ul style="list-style-type: none"> Parallel to developing the Guideline on Recruitment of Foreign Workers, and to ensure consistency in processes and practices, FGV is also currently reviewing all related SOPs including those relevant to the selection and appointment of recruitment of agents/contractors. The SOPs will include elements highlighted in the earlier column and will be communicated and

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	<p>the said SOPs:</p> <ul style="list-style-type: none"> - FGV only engages duly registered labour recruitment contractors/agents who do not support or partake in any form of forced or trafficked labour; - no recruitment fees/ costs should be charged to/deducted from workers at any stage of the recruitment process, including by its contractors; - such recruitment fees/costs should be borne by FGV; - there is an effective grievance mechanism in place to receive complaints from workers, without any fear of reprisal; - errant contractors/agents should be "blacklisted" and terminated; and <p>Transparency and accountability should be required of contractors/agents in the entire recruitment process and this principle should feature prominently in the said SOPs</p>	<p>receive complaints from workers, without any fear of reprisal;</p> <p>iv. Applicable procedures to monitor and scrutinise the recruitment agents and contractors. This shall include actions necessary to address and manage errant contractors/agents, one of which shall include termination of service;</p> <p>v. Applicability of all FGV policies and SOPs on agents and contractors to ensure transparency and accountability in their actions.</p> <ul style="list-style-type: none"> • The SOPs shall be communicated to the relevant personnel for effective implementation. • Periodical review of the SOPs will be carried out to ensure the SOPs adequately addresses new / revised requirements pertaining to legal and/or sustainability standards. 	<p>implemented by June 2019.</p>

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	<p>The SOPs, upon completion, should enter into immediate force. Staff at all levels should be trained on its substance and implementation measures. It should also be assessed and reviewed regularly to ensure it meets national and international standards on recruitment and employment of migrant workers.</p> <p>FGV is obligated to exercise due diligence over its contractors/agents and will be held accountable for breaches by such contractors/agents</p>		
9.	<p>Acting on FGV's commitment to phase out contractors, FGV should where possible, conduct direct and in-person hiring in the workers' countries of origin.</p>	<ul style="list-style-type: none"> • FGV to phase out contractors with irregular workers, and where possible will recruit workers directly to fill the void. • Where inevitable, FGV is committed to engage contractors with good labour management practices and will ensure that selection and appointment of contractors follow the applicable SOPs. • FGV to strengthen provisions in the contract between FGV and contractor requiring contractors to, amongst others (i) have in place good labour practices; (ii) comply with FGV's 	<ul style="list-style-type: none"> • At the moment, given the complex situations FGV is in, the full phasing out may not be immediate. That said, FGV is considering best approaches and timeline to execute this commitment. • In the interim, the following actions have been taken: <ul style="list-style-type: none"> i. The revised agreement between FGV and contractors has incorporated new provisions on labour and imposed duty upon the contractors to ensure good labour

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		<p>policy and procedures on labour management; and (iii) comply with the applicable standards on health and safety for their workers.</p>	<p>management practices. This agreement will be further strengthened from time to time.</p> <p>ii. The agreement also requires contractors to comply with FGV's other procedures/ standards.</p>

C. Pay and working conditions

10.	<p>FGV shall undertake a full legal and operational audit and review of its current practices/processes/policies/ procedures relating to wages/deductions and working/living conditions for all workers (local and foreign) to ensure full compliance with the P & C.</p> <p>In this regard, FGV should remove all forms of discrimination between local and foreign workers.</p>	<p>See Paragraph 1 above</p>
11.	<p>As per P & C 6.12.3, a special labour policy and procedures shall be established and implemented in respect of all migrant workers employed by FGV, including contractor's workers. The special labour policy should include:</p> <p>i. statement of non-discriminatory</p>	<p>See Paragraphs 1 and 3 above</p>

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	practices; ii. no contract substitution; iii. post-arrival orientation programme to focus especially on language, safety, labour laws, cultural practices etc.; and iv. decent living conditions to be provided.		
12.	Considering the nature/risk profile of work in the plantations, FGV shall ensure access to medical amenities and affordable healthcare is available to workers in accordance with national and international laws as well as the P & C.	<ul style="list-style-type: none"> FGV to continue its current practices with regard to ensuring access to, and affordability of, appropriate / medical treatment and social security protection for all its workers. 	<ul style="list-style-type: none"> Implemented.
13.	In addition, FGV shall ensure that workers are made aware of the terms and benefits of the FWCS under which they are insured.	<ul style="list-style-type: none"> FGV to ensure that foreign workers are adequately briefed and informed of their medical benefit and entitlements. Also, FGV must ensure that foreign workers are informed of their insurance benefits under FWCS. 	This has been included in the Communications Pack as per Paragraph 3 above.
D. Passports			
14.	Whilst the Complaints Panel notes steps already taken by FGV with regard to foreign workers'	<ul style="list-style-type: none"> FGV shall ensure that all foreign workers' passports are returned to all workers. 	<ul style="list-style-type: none"> All of FGV's estates in Peninsular Malaysia are equipped with safety boxes for foreign workers to keep their passports. It is accessible to the

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	<p>passports, the Complaints Panel reiterates that retention and withholding of passport and other identity documents of workers, in particular migrant workers, is prohibited by law. In instances where the workers request the assistance of the employer in safekeeping of their passport or identity documents, this shall be done through written request in the workers' own language; and the workers must, at all times, have access to the documents.</p>	<ul style="list-style-type: none"> In facilitating the safe keeping of passports, FGV shall ensure all complexes are equipped with safety boxes. FGV to expedite the installation of the safety boxes in Sabah and Sarawak. FGV shall ensure that workers understand their responsibility to keep their passports securely and safely. In case the passports are damaged or lost, workers shall bear the associated cost for the replacement of the legal document. 	<ul style="list-style-type: none"> workers at all times. At present, safety boxes are being installed in remaining estates in Sabah and Sarawak. The installation is targeted to be completed in May 2019. Through the Communications Pack, all foreign workers will be informed of their responsibility to ensure the safekeeping of their own passport and the consequences of losing / damaging their passport. (See Paragraph 3 above).
15.	<p>There should be no constraints on the ability of the worker to leave the place of employment or any restrictions placed on their freedom of movement, outside working hours. The Complaints Panel notes FGV's submission that "legally, the workers are employed under FGV's work quota and therefore, the responsibility to know the presence of the workers lies with FGV." Nevertheless, it is important that FGV strike a balance between oversight and the workers' freedom of movement outside work time. In this regard, FGV</p>	<ul style="list-style-type: none"> FGV to ensure that it respects workers' freedom of movement and do not impose unnecessary restrictions. This must be communicated to all workers. 	<ul style="list-style-type: none"> Foreign workers are no longer required to seek approval to leave the premises, instead all workers regardless of nationality are only required to notify the guardhouse or estate's management, so that in case of an emergency, the employer is aware of the workers' whereabouts. A circular regarding this was issued on 23 January 2019.

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	shall adopt and apply Standard Operating Procedures (SOPs) setting out, among others, the circumstances under which permission to leave the plantations outside work time may be granted or denied. In coming up with these SOPs, FGV shall ensure that the workers' freedom of movement is not undermined.		

E. Undocumented / illegal/trafficked workers

16.	<p>FGV shall undertake a full legal and operational audit and review of its foreign workers (including contractor's workers) to ensure full compliance with national¹ and international² laws, as well as the P & C.</p> <p>FGV shall undertake a full legal and operational audit and review of its contractors including their labor force to ensure that any gaps or deficiencies are rectified,</p>	<p>Please see Paragraphs 8 and 9 above</p>
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¹ Anti-Trafficking in Persons and Anti-Smuggling of Migrants Act 2007 [Act 670]

² UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, Article 3(a) - "Trafficking in Persons" shall mean the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs;"

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	possibly including restitution in case of underpayment of wages or illegal/ excessive deductions, in full compliance with applicable legal requirements as well as the P & C.		
17.	<p>The unlawful outsourcing of FGV's foreign workers to contractors shall immediately stop. FGV shall commit to only recruit legal migrant workers and this commitment extends to its contractors. As clearly enshrined in P & C 6.12, FGV and its contractors shall ensure that no trafficked labour are used. To this end, FGV shall undertake a full legal and operational audit and review of its foreign workers (including contractor's workers) to ensure full compliance with national³ and international⁴ laws, as well as the P & C. Pursuant to the aforementioned audit/review, FGV shall draw up an action plan to effectively address any</p>	<ul style="list-style-type: none"> • FGV shall ensure that this incident do not recur in the future. • With regard to quota distributed in the past, FGV shall undertake the necessary remediation action to provide fair redress to all parties involved in particular the workers. 	<ul style="list-style-type: none"> • As part of its remediation plan, FGV had made two offers to the foreign workers who are recruited by contractors using FGV's quota: <ol style="list-style-type: none"> Foreign workers who are interested to continue working are offered direct employment with FGV; or Foreign workers who do not want to continue working for FGV are given the option to return to their home countries. • As at 31st January 2019, FGV has absorbed 103 out of 174 workers recruited by contractors. 18 workers returned to their home countries upon the expiry of their employment contract. While 53 others, absconded.

³ Anti-Trafficking in Persons and Anti-Smuggling of Migrants Act 2007 [Act 670]

⁴ UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, Article 3(a) - "Trafficking in persons" shall mean the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation. Exploitation shall include, at a minimum, the exploitation of the prostitution of others or other forms of sexual exploitation, forced labour or services, slavery or practices similar to slavery, servitude or the removal of organs;"

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18.	<p>Noting the findings/breaches established under items ii – iv in the preceding column, FGV should act on its commitment to phase out contractors on its plantations. In this regard, an action plan should be drawn up to guide FGV's implementation to this end, while ensuring minimal adverse impact on the contractor's workers.</p> <p>Notwithstanding, FGV shall undertake a full legal and operational audit and review of its contractors including their labour force to ensure that any gaps or deficiencies are rectified, possibly including restitution in case of</p>	<p>Please see Paragraphs 8, 9 and 17 above</p>	

No.	Complaints Panel's Directives	Action	Progress Update as at March 2019
	underpayment of wages or illegal/ excessive deductions, in full compliance with applicable legal requirements as well as the P & C.		

F. Health and safety requirements

19.	FGV shall review its current OSH/PPE policy and Standard Operating Procedures (SOPs), and ensure full compliance with P & C 4.7 and 4.8 . FGV shall ensure that such reviewed OSH/PPE policy and SOPs are properly implemented and monitored in respect of all workers including contractor's workers.	<ul style="list-style-type: none"> FGV to ensure that all OSH policies and SOPs are reviewed periodically to ensure compliance to the required standards. With regard to contractors, FGV shall require contractors to comply with FGV's health and safety standards for their workers. 	<ul style="list-style-type: none"> FGV has reviewed its SOP relating to health and safety - <i>SOP Pengenalpastian hazard, penilaian risiko dan penentuan kawalan</i>, which has been revised and communicated to all operations. With regard to contractors, please see Paragraphs 8 and 9 above.
20.	As per the Specific Guidance for P & C 6.12.3 , a comprehensive post-arrival orientation programme, which among others focuses on safety, should be drawn up and implemented in respect of all new migrant workers to ensure that these workers are well equipped and adequately prepared to commence work on the plantations.	<ul style="list-style-type: none"> FGV to include OSH and PPE information into training materials for all workers during post-arrival orientation programme. 	<ul style="list-style-type: none"> This aspect is now included in the Communications Pack which will be used during the briefings in the home country and post-arrival orientation programme. Please see Paragraph 3 above.

G. Adequate housing/ accommodation

No.	Complaints Panel's Directives	Action	Progress Update as at March 2019
21.	<p>FGV should undertake a full legal and operational audit and review of the housing / accommodation conditions of its migrant workers (including contractor's workers) to ensure full compliance with national laws, international human rights standards as well as the P & C</p>	<ul style="list-style-type: none"> FGV is committed to ensure its workers' accommodation are in line with the applicable national standards. This commitment must be supported by necessary financial provisions. In order to maintain good lineside management and to ensure healthy and safe housing conditions, there shall be periodical inspections of workers' accommodations. 	<ul style="list-style-type: none"> A budget has been set aside for the construction of new houses and to improve housing facilities. FGV has appointed contractors to build new housing for workers in all its estates all over Malaysia. The construction has started in Sabah and is expected to be completed by April 2019. Refurbishment exercise for existing housing is on-going.
22.	<p>FGV shall remove all forms of discrimination between FGV's workers and contractor's workers, as well as between local and migrant workers.</p>	<p>Please see Paragraph 1 above.</p>	
23.	<p>Relatedly, FGV should consider implementing reasonable ways to reduce the burden of electricity and water costs charged to migrant workers (including contractor's workers). For these purposes, FGV shall draw up an action plan to guide its implementation/ rectification in accordance with national laws, international human rights standards as well as the P & C.</p>	<ul style="list-style-type: none"> FGV shall reasonably consider ways to reduce the utilities burden of foreign workers. 	<ul style="list-style-type: none"> With regard to fully subsidised water supply, FGV trialled this in January and noted that the cost incurred was too high. Based on this, FGV had re-instituted its earlier practice of subsidising RM4 for workers' water supply. On 11 February 2019, FGV issued a circular instructing the following - (i) for electricity usage FGV, will subsidies RM 6 to all its workers in estates where the supply is provided by TNB; and

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			<ul style="list-style-type: none"> (ii) Where the supply is self-generated by the estates, the electricity shall be provided at no cost to the workers. The usage of electricity by workers will be monitored, and where necessary (especially if the deduction is high) an analysis of such usage will be done to understand the causes and developed an appropriate mitigation plan.
H. Adequate food and supplies			
24.	<p>FGV should undertake a full legal and operational audit and review of the access to adequate, sufficient and affordable food/supplies by its migrant workers (including contractor's workers) to ensure compliance with international human rights standards as well as the P & C.</p> <p>Gaps and deficiencies identified must be rectified to ensure meaningful improvements to migrant workers' (including contractor's workers) access to adequate, sufficient and affordable food and supplies, including basic necessities. In this regard, FGV shall eliminate</p>	<ul style="list-style-type: none"> FGV issued a circular to the estate and mill management to ensure that the prices are monitored periodically, especially those by merchants coming straight to workers' housing areas. FGV shall advise workers to inform management if there are incidences where prices are unjustified. FGV will investigate accordingly. 	<ul style="list-style-type: none"> FGV agreed to provide one-off non-deductible allowance amounting to RM 200 to all newly arrived foreign workers in the following form: <ol style="list-style-type: none"> RM 50 in cash; and Food provision / supplies equivalent to the value of RM150. Prices of goods in the shops will also be monitored periodically by the auditors and management.

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	profiteering by third party suppliers.		
I. Protection of whistleblowers and complainants			
25.	<p>FGV should undertake a full legal and operational audit and review of its grievance mechanisms, particularly the hotline.</p> <p>Guidelines for the use of the mechanisms should be adopted, and explained to the workers. There should be an accessible database to record, track and monitor the complaints and issues. Fixed response times should be set and informed to the workers.</p> <p>FGV's staff should be trained to implement the grievance mechanisms, and to constructively engage with the workers to allay the risk/fear of reprisals.</p>	<ul style="list-style-type: none"> • FGV shall ensure that workers have adequate access to functional grievance mechanism and that they can voice their concerns/grievances without fear of reprisal. • To achieve the above, FGV will develop guidelines on grievance mechanism which shall be communicated and implemented throughout its operation. • Additionally, adequate monitoring and tracking system should be developed to ensure grievances are addressed accordingly. 	<ul style="list-style-type: none"> • The revised GSP includes FGV commitments to ensure workers have access to appropriate grievance mechanism without fear of reprisal. • To date, FGV is examining all existing SOPs and guides relating to grievance process etc. • Subsequent to the above, FGV will develop a comprehensive guideline on Grievance Mechanism. This will be done between April and May 2019.
26.	FGV to implement a policy on protection of human rights defenders (whistleblowers and	FGV is bound and guided by the protection of whistleblowers as provided by its Whistleblowing Policy and the Whistleblower Protection Act 2010.	

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	complainants) and institute relevant mechanisms for reporting and protection.		

J. Compliance for human rights at the operational level

27.	<p>FGV shall ensure that its human rights policy is properly communicated and effectively implemented to all levels of its workforce including to its contractors and their workers.</p> <p>Regular and compulsory capacity building and training programmes on human rights should be conducted.</p>	<ul style="list-style-type: none"> • FGV shall establish a communication strategy to ensure that the approved policies and relevant SOPs supporting the policies are adequately communicated and implemented internally at all levels. • In addition, these policies shall also be communicated to all FGV's external stakeholders. In particular to its contractors and supply chains to ensure that they understand that they are expected to comply and implement the same in their operations. 	<ul style="list-style-type: none"> • FGV is examining existing engagement/communications strategies with a view of strengthening these strategies to ensure adequate and effective communications. • To ensure adequate and effective implementation of all communicated policies, element of trainings and capacity building shall be emphasised in the strategy.
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