# **RALPH LAUREN FOREIGN MIGRANT WORKER STANDARDS**

**Global Human Rights Compliance Department** 

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### I. KEY RIGHTS AFFORDED TO ALL FOREIGN MIGRANT WORKERS

In addition to our Operating Guidelines, under the Foreign Migrant Worker Standards, all foreign migrant workers in Ralph Lauren Corporation's supply chain are entitled to the rights and protections presented below. This reflects Ralph Lauren's commitment to internationally recognized migrant workers' rights as described by the International Labor Organization, and in the United Nations Dhaka Principles on Migration with Dignity. These rights extend to workers during recruitment, hiring, migration, employment and termination, and as such, shall be upheld by all factories in Ralph Lauren Corporation's operations.

- Freedom from Forced and Bonded Labor: All work shall be voluntary. There shall be no forced, bonded, or indentured labor, involuntary prison labor, or trafficking.<sup>2</sup> To this end, Ralph Lauren recognizes migrant workers' rights to the following:
  - Ethical Recruitment: Workers have the right to a clear and accurate understanding of the workplace, the employment position, and terms and conditions of work before accepting the position.
  - o **Identity Documents:** Workers have the right to maintain custody of their own personal identity documents whenever they are not needed to meet a legal requirement.
  - Access to Finances: Workers have the right to exclusive access to and control of their own finances.
  - Living Conditions: Workers have the right to safe and hygienic accommodations that afford them dignity.
  - Freedom of Movement: Workers have the right to move freely and without unreasonable restrictions at the workplace and at factory-provided accommodation, unless such restrictions are necessitated by legitimate security concerns or required by law.
  - o **Freedom to Resign:** Workers who wish to return home before the end of their contract shall be able to do so without incurring unreasonable costs and other penalties.
  - Access to Recourse: Workers should have access to recourse during recruitment, hiring and employment should they be subject to unethical behavior.
  - No fees: Workers should not pay any costs or fees associated with recruitment, migration, and employment.

### II. FOREIGN MIGRANT WORKER STANDARDS

In recognition that the ethical recruitment and onsite management of foreign migrant workers requires effective management systems and oversight, the factory must develop and implement policies and procedures that set out protections for foreign workers to meet applicable requirements of national legal frameworks and the Ralph Lauren Foreign Migrant Worker Standards.

The factory must ensure that all legal requirements of the sending and receiving country governments will be met during the recruitment process before the actual process is initiated. Due diligence must confirm that labor agents are legally registered and permitted to recruit workers. The factory must determine that all legal requirements will be met for

Ralph Lauren Foreign Migrant Worker Standards

<sup>&</sup>lt;sup>1</sup> Foreign migrant workers' rights are also relevant under emerging national legislation, such as the *United Kingdom Modern Day Slavery Act, the Executive Order 13627—Strengthening Protections Against Trafficking in Persons in Federal Contracts,* and the California Transparency in Supply Chains Act.

<sup>&</sup>lt;sup>2</sup> Forced labor is defined in ILO Convention No. 29 as "all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily." The ILO has published indicators of forced labor that signal a worker's risk to being trapped in forced labor; these are abuse of vulnerability, deception, restriction of movement, isolation, physical and sexual violence, intimidation and threats, retention of identity documents, withholding of wages, debt bondage, abusive working and living conditions, and excessive overtime. More information on ILO conventions on forced labor and the identification of forced labor can be found at http://www.ilo.org/global/topics/forced-labour/lang--en/index.htm

foreign workers; these requirements include, but are not limited to, a medical examination, passport, visa, medical clearance, and a government-required pre-departure orientation. The process for recruiting and hiring foreign migrant workers shall fully cover any items that the workers may need to migrate and work legally.

#### A. Ethical Recruitment

# 1. Labor Agents: Selection and Monitoring

When hiring foreign migrant workers, the factory shall only use agents that are legally licensed and recruit workers ethically as laid out in these standards. The factory shall ensure that any agents it uses conform to the foreign migrant worker standards through background checks, due diligence monitoring, service agreements, and regular compliance auditing efforts. The factory should seek to minimize its use of recruitment agents, recruiting and hiring workers directly wherever possible.

- **Direct Recruitment and Hiring:** Factories shall seek to minimize the use of recruitment agents and labor agents in the sending and receiving countries, hiring foreign workers directly wherever possible.
- **Due Diligence:** Before accepting the services of an agent, the agent must undergo a background check and due diligence monitoring to determine that the agent and any sending country counterpart agents it may use will recruit foreign workers in a legal and ethical manner that meet the requirements of these standards.
- Service Agreements: Factories should conclude, in writing, legally binding Service Agreements with labor agents acting on its behalf, directly or indirectly, that comply with applicable law in both receiving and sending countries. Agreements should reflect key components of the Ralph Lauren foreign migrant workers standards, specifically: non-discrimination in hiring; no fees charged; a prohibition on the use of sub-agents; provision of a pre-departure briefing to workers; requirements for contracts (including explicit prohibitions against contract substitution); onsite management of workers; and the factory's right to audit the agent. See Appendix 1 for additional items to be considered.
- **Regular Monitoring:** The factory shall conduct regular assessments (at least annually, or concurrent with new rounds of hiring of foreign migrant workers) of any and all agents used to recruit foreign workers for the factory to ensure that agents comply with terms and conditions of service agreements (and have appropriate systems to ensure workers are recruited ethically). Monitoring should consist of, among other activities, the following:
  - Onboarding interviews with a representative sample of foreign migrant workers to ensure agents' conformance to factory policies on contracts, discrimination, document retention, fair treatment, fees, pre-departure briefing, and sub-agents. Interviews shall be confidential and protect workers from retaliation for information provided. Interviews shall be carried out using to detect any instances of workers paying fees, and the information gathered shall be used to initiate reimbursement activities should workers be found to have paid recruitment fees.
  - Audits of each agent, conducted at least once annually and followed by a corrective action and verification process to ensure that findings are remediated.
  - A grievance mechanism available to workers during recruitment and hiring in the sending country to report recruitment agent misconduct.
- **Documentation Retention during Recruitment:** Agents shall only require workers' personal documents for the period required to process migration documentation or related requirements. Under no cases shall workers' documents, such as passports and education certificates, be held by the agent while the worker is deployed fulfilling the employment contract.
- **Pre-Departure Orientation**: Before signing their contract of employment in the sending country, all prospective workers shall be fully briefed on the terms and conditions of their employment included in their contract, as well as on protections afforded to them under the laws (of the sending and receiving country) and these standards.

- Presentation of No-Fees Policy: As part of the orientation, workers must be informed that they
  should not pay any fees in conjunction with their recruitment, hiring, migration and
  employment (as laid out in the Fees section of these standards) and if applicable, the
  reimbursement process. Workers must be briefed on the recourse mechanisms available to
  them
- Content: In addition to covering the requirement on no fees, the briefing shall cover the topics listed in Appendix 2 at the end of this document.
- Responsible Parties: The relevant factory personnel should provide the briefing, and at a
  minimum, must create the material for the briefing and monitor to ensure that the briefing is
  delivered by its agent according to the factory's provided material.
- Adequate Record Keeping: The factory shall maintain comprehensive and adequately filed records of
  the entire employment lifecycle, including recruitment, onboarding, employment, and termination/
  contract conclusion. All record keeping shall be for a length of time such that these are available for a
  minimum of one year after the worker returns to the home country

# 2. Contract of Employment

Prior to deployment, workers shall be given a contract of employment that accurately and comprehensively describes the workplace, the employment position, and the terms and conditions of work.

- Contract Language: The contract provided to the worker must be written in the native language of the
  worker and the native language of the factory. The contract provided to the worker shall be written in
  the language of the host country with translation to the worker's native language located directly below
  in each section. Translations must be accurate and precise.
- **Contract Changes:** Contracts must not be altered or replaced to be less favorable to the worker. Any amendments made to the contract after it has been signed must be legal, equally favorable or more favorable to the worker, explained to the worker in full, and fully consented to.
- Contract Signing: The contract shall be provided to the worker at least five days prior to departure, and
  the worker shall be afforded time to review and ask questions regarding the contract provisions before
  signing.
- Contract Contents: The contract shall accurately and comprehensively describe the workplace, the
  employment position, and terms and conditions of work. To this end, the contract shall contain the
  items listed in Appendix 3 at the end of the document.
- **Contract Termination:** Workers shall be free to terminate their contract and return home without incurring unreasonable costs or other penalties.
  - Reasonable Notice: The contract shall allow workers to terminate their employment without penalty provided they resign with reasonable notice. The reasonable notice period shall be defined as no more than thirty days, or less according to local law.
  - No Notice: Workers terminating the contract without any notice may be required to pay a
    penalty of no more than sixty percent of one month of gross base wages, or less if required by
    law.
  - Partial Notice: Workers terminating with partial notice may be required to pay in proportion to the number of days for which they have not provided the required notice, provided the total payment does not exceed sixty percent of one month of gross base wages, or the maximum payment permitted by law if it is lower.
  - Accommodations for Special Conditions: Workers who terminate the contract under special conditions shall not pay a penalty, even if they resign without the required notice. Special conditions for contract termination include, but are not limited to, the following: pregnancy, a serious medical condition, the death or serious illness of a family member, and additional conditions that factory management may add to the list at their discretion.

Outstanding Wages: In all cases of termination of the contract (with or without notice), workers must be paid all outstanding wages for time already worked.

# **B.** Ethical Employment

### 3. <u>Identity Document Retention</u>

All foreign migrant workers shall maintain custody of their own personal identity documents whenever they are not immediately needed to meet a pertinent legal requirement.

- Workers Maintain Custody of Documents: Workers shall maintain custody of their original identification documents throughout their recruitment and employment.
  - Exception for Legal Document Processing: The sole exception for this requirement is in the event that workers' original documents are required for a legal purpose, i.e. to obtain a work permit. In the event that original documents are necessary to meet a legal requirement, the factory shall implement a process to ensure that workers retain their documents immediately before and after processing, are adequately briefed on the process and timeline in advance, sign a standard form to indicate document submission and receipt upon the documents' return, and are provided with a copy of the document in the interim processing period.
- **Secure Document Storage:** To ensure that workers may safely maintain custody of their own original identification documents, the factory shall provide secure, lockable, individual storage at migrant workers' accommodation. Workers shall have unimpeded, twenty-four-hour access to their individual storage locker.

# 4. Host Country Orientation Program

All foreign migrant workers shall be provided comprehensive orientation training to enable them to thrive in their new employment positions, and understand their rights and access to recourse.

- Mandatory Orientation: All foreign migrant workers shall attend a mandatory post-arrival orientation
  that covers employment conditions and other rights afforded to them during employment. The
  orientation shall be conducted in the host country language and the native language of the foreign
  migrant workers attending the orientation. The factory shall ensure that translated orientation material
  is accurate and precise.
- **Orientation Content:** The orientation shall serve as a comprehensive introduction to, among other items, the following:
  - Terms and Conditions of Employment
  - Company Policies
  - Working Rules
  - o Grievance & Communication Procedures
  - Discipline Policies
  - o Rights to Freedom of Association
  - Working Hours
  - Method of Wage Calculation
- Access to Orientation Material: To ensure that workers maintain an accurate and up-to-date
  understanding of company policies, grievance channels, and the other items covered during the
  orientation, this information shall be provided as such that workers can easily access and review the
  material at will. This information may be distributed to workers via the following methods: a worker
  handbook, on an intranet, regular annual refresher training, and prominently posted material in the

workplace and worker accommodation. Material should be accurately translated into workers' native languages, and materials should be updated to match current company policy and practice.

# 5. Fees and Finances

Ralph Lauren recognizes that many foreign migrant workers are at risk of paying unreasonable and illegal fees in conjunction with their employment, a practice that increases workers' risk of tolerating poor working conditions and becoming trapped in debt bondage. In recognition of the risks faced by foreign migrant workers, and in recognition that all work should be fair and voluntary, Ralph Lauren requires that foreign migrant workers recruited to work in its supply chain pay no fees to obtain their employment.

- **No Fees Recruitment:** Foreign migrant workers shall not pay any fees in conjunction with their recruitment and hiring, either to the factory or to labor agents, with the sole exception of reasonable and market rate local travel and accommodation within the sending country.
  - If it is not feasible for workers to complete the recruitment process in the sending country without temporarily paying a cost for documentation, medical examinations, or a similar government-required cost, workers shall be refunded in full for the cost of the item within thirty days upon provision of a receipt.
  - See Appendix 4 for an itemized list of costs that should be covered for foreign migrant workers as part of their recruitment.
- The factory shall pay all labor agents used for services or hiring foreign migrant workers to ensure that these costs are not passed on to workers.
- **Reimbursement:** The factory shall ensure that foreign migrant workers are reimbursed for fees paid in excess of the applicable brand or legal limit, referred to as overcharges, in a timely manner.
  - Workers shall be reimbursed for overcharges within thirty days of their discovery.
- **Bonds, Deposits, and Loans:** Foreign Migrant workers shall not be required during recruitment or employment to lodge deposits, take out loans, or post bonds, unless a deposit is legally required.
- Bank Accounts: Foreign migrant workers shall maintain full access to and control over their bank accounts. This includes exclusive access to any documents needed to access and use their accounts, such as bank books and chops.
  - The employer shall not have access to workers' accounts except to make deposits for wages and reimbursements.
  - Savings Programs: Workers shall not be required to participate in savings programs, especially
    programs that necessitate automatic deductions from their wages. Labor agents are explicitly
    prohibited from gaining direct access to foreign migrant workers' bank accounts.

### 6. Freedom of Movement

Foreign Migrant workers shall be able to move freely and without unreasonable restrictions at the workplace and at factory-provided accommodation, unless such restrictions are necessitated by legitimate security concerns or required by law.

 Access to Facilities: Workers shall be afforded access to drinking water, toilets, religious liberties, and medical facilities during their shifts.

- **Freedom of Movement:** Workers must not be subject to practices that constrain them to perform additional or unpaid work.
  - Workers are free to leave the work site at the end of their shift.
  - Mandatory overtime is prohibited, and workers' consent for overtime must be obtained.
     Workers must never be constrained to work overtime.

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- Workers must not be required to attend meetings or perform tasks outside of their working hours.
- No Curfews: Workers shall not be subjected to curfews or similar practices in supplier-provided
  accommodation. If access restrictions are needed for security purposes, this should not impede workers'
  access to accommodation facilities.

### 7. Harassment, Abuse, and Discipline

Interactions in foreign migrant workers' workplace and accommodation should always be characterized by fairness and respect. To this end, foreign migrant workers shall not be subject to behavior that constitutes verbal, physical, or sexual harassment or abuse in their interactions with factory and labor agent personnel.

- Zero Tolerance for Harassment and Abuse: Any incidents of harassment or abuse that are reported or otherwise detected must be acted upon swiftly, documented fully, and include protections for affected workers.
- Progressive Discipline: Disciplinary procedures shall be based on an escalating series of verbal and written warnings.
  - No Monetary Penalties: The factory shall not issue any form of monetary penalties. Deductions
    made for tardiness shall not exceed the amount of time missed. Factories shall not restrict
    workers' access to overtime as a form of discipline.
  - No Physically Degrading Penalties: Workers must never be asked to carry out physical activities
    as part of a disciplinary measure, whether at the worksite or their place of accommodation. This
    includes, but is not limited to, cleaning.
- Training on Harassment, Abuse, and Discipline: Frontline supervisors, management, and any relevant labor agent personnel shall receive periodic refresher training on factory policies and procedures on harassment and abuse, and on disciplinary procedures.
- Communication and Record Keeping: Disciplinary measures shall be adequately communicated to the worker and recorded per the factory's procedure.

# 8. Wages and Benefits

Foreign migrant workers shall be afforded the same wages and benefits as local workers. To this end, the factory's practices around wages and benefits shall meet the following standards.

- Wage Payments and Pay Slips Shall Meet Legal Requirements: All worker compensation shall be paid according to receiving country law, including with regard to the method of payment, timing of payment, and contents of the pay slip. This extends to the provision of pay slips.
- **Pay Slips:** Pay slips shall provide accurate details of regular and overtime wages, any legally-required deductions, overtime, benefits, and any other legally-required information.
  - Pay slips shall be accurately translated into workers' native language, either on the pay slip itself or via a key provided to all foreign migrant workers that enables them to translate their pay slip themselves.

- **Direct Payment:** All wages and additional forms of compensation must be released to workers directly, via direct deposit to a bank account to which the worker has exclusive control. Foreign migrant worker compensation must not be channeled through a labor agent.
- Accurate Records: The factory shall implement a system to ensure that wages are paid as due and reflected accurately in payroll records.
- Required Benefits: The factory shall pay in full or subsidize foreign migrant workers' costs related to transportation, accommodation, meals, and medical care as part of the overall costs of hiring and managing foreign migrant workers. The charges to workers should be no more than market rates, and should not be excessive. Any costs that may be passed on to workers shall be communicated to workers in their contract of employment and for foreign migrant workers, as part of their pre-departure briefing.
  - o **Transportation:** Foreign migrant workers shall receive free round-trip transportation from the facility to the site of their accommodation.
  - o **Accommodation:** The factory shall pay in full or subsidize the majority of foreign migrant workers' accommodation fees.
  - Medical Costs: The factory shall pay for all medical costs for regular check-ups and emergency care for foreign migrant workers
  - o **Meals:** The factory shall pay in full or subsidize the cost of foreign migrant workers' meals

### 9. Working Hours

Foreign migrant workers shall be afforded the same working hour limits and access to overtime as local workers. To this end, the factory's working hour system shall meet the following standards.

- The factory shall implement a comprehensive management system for working hours and overtime to ensure that workers' hours are within limits set by law and the Ralph Lauren Operating Guidelines.
  - The system should take into account workers' required periods of rest, including hours between shifts, and one day of rest in seven.
  - o The system should include a reliable attendance system, accompanied by a mechanism to review daily attendance for errors and risks of workers approaching working hour limits.

# 10. Discrimination

Foreign migrant workers have the right to freedom from discrimination during hiring, remuneration, benefits, and access to overtime, training, promotion, and termination. There shall be no discrimination on the basis of race, caste, national origin, age, religion, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other characteristic prohibited by law.

- To meet this standard, the factory shall implement a system to ensure that printed materials viewed by job applicants contain no discriminatory bias. Factory and labor agent personnel involved in recruitment shall receive training on avoidance of discrimination.
- Protections from discrimination during recruitment and hiring shall defer to legal requirements in the sending and receiving countries where applicable, including with regards to pregnancy and HIV status.

### 11. Living Conditions

Foreign Migrant workers shall be provided accommodation that is safe and hygienic. Accommodations shall afford workers adequate privacy, comfort, and dignity.

- Legal Requirements: Factory-provided accommodation must meet all applicable legal requirements for
  residential facilities. This includes, but is not limited to, legal requirements on structural integrity, fire
  prevention and mitigation, potable water, and capacity established by local agencies and the Ministry of
  Health.
- Personal Space: Workers shall be given adequate privacy and will not be subject to over-crowding:
  - o Each worker shall be provided their own bed.
  - o As a best practice, each bedroom shall accommodate no more than eight workers.
  - o As a best practice and per the ILO recommendation, there shall be at least one toilet, shower, and bathroom sink for every six workers.
- **Canteen, Kitchen and Laundry Facilities:** Foreign migrant workers shall be provided clean, functional and adequately furnished canteens, kitchens and laundry facilities as part of their housing arrangement.
  - o To this end, kitchens shall be equipped with sinks with running water, counter space, cooking stoves, and appropriate lighting, ventilation and storage.
- **Potable Water:** Workers shall have access to potable water in their accommodation, free of any additional charge. Water shall be regularly tested to ensure that it is potable. Should water onsite be found to be unpotable, workers shall be provided potable water from offsite in the interim period while onsite water quality is improved.
- Pest Control: Factory-provided accommodation must have effective pest control in place.
- Regular Monitoring and Remediation: The factory shall implement a monitoring system so that factory-provided accommodation is regularly monitored by designated factory personnel, violations of legal and customer requirements are detected, and follow-up is conducted to ensure that issues are addressed. This system should make use of grievances submitted by foreign migrant workers related to their accommodation.

# 12. Grievance Mechanisms & Communication

Workers shall be provided access to recourse during recruitment, hiring and employment should they be subject to unethical behavior.

- The factory shall ensure that a mechanism is in place to receive and manage grievances from workers regarding their recruitment, employment, living conditions, and rights and well-being. This system shall enable workers to submit grievances confidentially, in their own native language, and with a clear understanding that they are protected from retaliation.
- Grievances submitted by workers shall be accompanied by proper follow-up; workers shall receive responses to their grievance within a reasonable timeframe. To this end, the grievance mechanism shall include procedures and designated personnel for collecting, handling, and responding to grievances, as well as recording the grievance follow-up and outcome.
- Workers shall receive communication on the grievance mechanisms available to them during recruitment and employment, including written communication in their own native language.
- Effective Communication: The factory shall have a system in place that enables foreign workers to perform their jobs and communicate effectively with line leaders, supervisors, dormitory coordinators, and other personnel without being blocked by language barriers.
  - The factory shall employ qualified interpreters and translators to aid the factory and foreign migrant workers in their daily interactions.
  - Foreign migrant workers should be provided with a handbook detailing factory policies, the working rules, discipline policy, grievance mechanisms, protections for foreign migrant workers, and termination procedures, among other necessary and helpful items.
  - Materials provided to foreign migrant workers shall be accurately and precisely translated into workers' native languages, and updated as necessary to match current factory policies. Materials include, but are not limited to, the contract of employment, the pre-departure briefing, onboarding training, refresher training, the handbook, pay slips, public postings, the grievance card, and the confidential phone line.

# 13. End of Employment and Repatriation

Foreign migrant workers shall be provided with logistical and monetary assistance in returning to their home country at the end of their employment, in accordance with the terms of workers' contracts and, if applicable, the Ralph Lauren standards on early termination contained under Contracts of Employment.

- Foreign migrant workers shall be provided free transportation from their place of work to their destination country (to the international airport nearest their home) at the end of their contract.
- The factory or the worker shall pay for return transportation to the home country depending on the method of termination, as stipulated in the requirements under the section on Contract of Employment and if applicable, as required by local law.

# 14. Freedom of Association

Foreign migrant workers have the right to form, join (or choose not to join), participate in, and collectively bargain in organizations as permitted by receiving country law, without risk of discrimination, harassment, interference or retaliation.

- **Communication of Rights:** Foreign migrant workers shall be informed of their legal rights to freedom of association and collective bargaining in onboarding training, verbal communication and in written materials such as the worker handbook and prominent postings.
- Communication of Factory Programs: Foreign Migrant workers shall be informed of any programs available to them at the factory that enable them to freely associate or collectively bargain, such as a union or worker welfare committee. Communication shall be provided in onboarding training, verbal communication and in written materials such as the worker handbook and prominent postings.
- Factory staff should conduct monitoring, such as interviews of a representative sample of workers, to confirm that workers understand their rights.

### III. APPENDICES AND RESOURCES

### Appendix 1: Content of Formal Service Agreement with the Labor Agent

Service Agreements shall clearly note the following information:

- Name, address, and other contact information of the recruitment agent in the receiving country;
- Name, address, and contact information of recruitment agents that will be engaged in the sending country, if any will be used in recruitment activities for the factory;
- Services the recruitment agent and any sending country counterparts will perform for the factory;
- The party responsible for conducting job interviews, a pre-departure briefing, and any skills tests required in the sending country;
- o The fee amount payable to the agent by the factory for each worker recruited;
- A commitment by the agent to conform to the factory's latest ethical recruitment requirements (which may be updated over time) as a condition of continuing the business relationship, including the requirement that workers must not be charged fees at any point during the recruitment process;
- o A prohibition on forced labor and human trafficking; and
- o A prohibition on the use of independent sub-agents.

# Appendix 2: Contents of the Pre-departure Briefing

The Pre-departure Briefing shall cover the following items:

- An overview of the company, workplace, and working and living conditions;
- Terms and conditions of employment;
- Terms and conditions of contract termination and repatriation;
- Any pre-departure requirements that must be fulfilled by workers for legal or employer purposes, including training, medical examinations, and documentation;
- Protections afforded to workers in the sending and receiving countries by law and in company policies on the following:
  - The prohibition on forced labor;
  - The No-Fees policy and if applicable, the reimbursement process;
  - o Identify document retention and safekeeping;
  - o Freedom of movement;
  - The grievance mechanisms available to workers in the sending and receiving country, and the process for reporting unethical practices during recruitment.

# **Appendix 3: Contents of the Contract of Employment**

The contract should meet legal requirements and cover the following:

- Worker identification and contact information;
- Nature of work and the location where it will be performed;
- Contract start and end dates;
- The factory policy prohibiting forced labor;
- Provisions for contract renewal, as applicable;
- Provisions for repatriation, including a breakdown of costs to be borne by the factory and worker;
- Provisions for voluntary early termination of contract by worker with and without reasonable notice, including termination under special conditions;
- The process for involuntary termination by the factory;
- Overview of living conditions, including any costs for meals, accommodation, and regular transportation;
- Expected work schedule (including holidays and rest days);
- Expected regular working hours and overtime hours;
- Clearly defined regular and overtime wage rates;
- Any applicable bonuses, allowances, or other cash compensation;
- Descriptions of work-related benefits, including medical and social insurance benefits, and leave, including sick, emergency, and annual leave;
- Frequency and method of payment, and an explanation of pay slips;
- Any permissible legal deductions;
- No terms that prevent a worker from exercising their right to organize and collectively bargain.

### **Appendix 4: Fees for Foreign Migrant Worker Recruitment**

This list serves to illustrate typical costs encountered during recruitment, and may not reflect all costs for the given migration corridor.

- Service fees, recruitment fees, placement fees, and monthly broker service fees of any labor agents used in the sending and receiving countries;
- Legally-permissible deposit;
- Insurance;
- Legally-required documentation, such as a visa, stamping fee, work permit,
- Government-required medical clearance and medical examinations;
- Government- or company-required training, including skills training, language training, and a pre-departure orientation;
- Other government-imposed costs, such as a foreign worker levy, tax, or welfare fund contribution;
- International round trip travel to and from the sending and host countries, less any
  proration of costs for early termination of contract as outlined in the employment
  contract.

The factory should ensure that the cost items listed above, as well as any other costs that may arise outside of local travel and accommodation, are covered for workers as part of their recruitment and hiring.