



# Migrant Worker Policy

2021 Edition



# About Pentland Brands Ltd

Pentland Brands Limited is the name behind some of the world's best sports, outdoor and lifestyle brands. We own Speedo, Berghaus, Canterbury of New Zealand, Endura, ellesse, SeaVees, Red Or Dead and Mitre. We're also the UK licensee for Kickers and we manage the Fitco business.

Our products are available in over 190 countries and are sold either directly or by licensees and distributors.

Pentland Brands Limited is a division of [Pentland Group Limited](#).

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# Introduction

In today's global supply chains there are more migrant workers than ever before. Poverty, unemployment, and civil and political conflicts have encouraged many workers to migrate in search of more rewarding employment opportunity. Many developing countries have increased demand for labour, especially unskilled labour.

Supply chains in our industry sector tend to employ migrant workers when local low-skilled labour availability is in decline and employment of migrant workers has become a necessity.

Unfortunately, migrant workers are often provided little social protection, face inequalities in the labour market and are vulnerable to exploitation, forced labour and sometimes human trafficking.

Poor or exploitative recruitment practices can lead to debt bondage or unacceptable employment conditions.

For any queries, feedback, disclosures, or whistleblowing please contact [corporate.responsibility@pentland.com](mailto:corporate.responsibility@pentland.com)

# Migrant Labour Policy Definitions

**International Migrant Worker** 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 national.

**Domestic Migrant Worker** A person who is engaged or has been engaged in a remunerated activity for which he/she who, having his/her habitual residence in one State, and has to travel to another State or States within the same nation for short periods, owing to the nature of his or her occupation.

**Recruitment Agent** A private employment agency (PEA), labour recruiter, labour broker, sub-agent, or any other third party involved in the recruitment, selection, hiring, transportation, and/or management of migrant workers in either sending or receiving countries.

Government-to-government program may have specific process to select overseas workers as trainees or apprentice for skill education and arrange placement to selected organization or factory such as TITP (Technical Intern Training Program) program. There is licensed agency from sending countries but not in receiving countries.

**Sub agent** A third party employed by a recruitment agent to help facilitate the recruitment, including selection, hiring, and/or transportation of migrant workers.

# Our Commitment

Pentland Brands is committed to ensuring that migrant workers in our operations and supply chains are treated with due respect for their human rights, in accordance with Our Standards, local and international law and the Dhaka Principles for Migration with Dignity.

This policy is designed to provide detail on Pentland Brands' expectations of our own operations, and those of our suppliers and partners. For our expectations, please refer to the section on Policy Implementation and Requirements.

Pentland Brands is committed to fully and consistently supporting our suppliers and partners who provide transparency on conditions and practices and actively engage in the process of developing and delivering agreed, time bound improvement plans where necessary.

# Supplier and Partner Responsibilities

**Adopt policy:** Pentland Brands require all our suppliers/partners to adopt and implement this policy or have a similar policy of their own. Our policy is aligned with the Dhaka Principles for Migration with Dignity (<https://www.ihrb.org/dhaka-principles>) and the principles outlined in Our Standards.

**Be transparent:** We expect our suppliers/partners to provide full transparency on current practices, and to adopt and implement this policy or have a similar policy aligned with, or exceeding these requirements, and to maintain appropriate process and documentation to manage.

**Targeted Audit:** Suppliers/partners who employ migrant workers should expect Pentland Brands to conduct targeted audits of their policies and operational delivery.

**Commit to improvement:** Pentland Brands understands that operational changes take time to affect, and our expectation is that all our suppliers/partners are fully committed to sustainable operational alignment. We expect the alignment process to start immediately, through policy development and seeking responsible legal and financial advice regarding obligations when recruiting migrant workers.

**Comply with law and policy:**

Suppliers/partners should ensure that they adhere to the applicable national law in both the host country and the country of origin of migrant workers. In applying policy, suppliers/partners must comply with national and other applicable laws and, where the provisions of the law and this policy address the same subject, apply the provision that gives migrant workers the greater benefit.

**Communicate:** When adopting and implementing this policy, our suppliers/partners should be particularly sensitive to challenges in communication that arise when employees and management do not share a common language.

**Reliable translation:** Suppliers/partners should ensure that neutral and reliable translation services are utilised and freely available to ensure successful and effective implementation of this policy.

**Avoid conflict of interest:**

Suppliers/partners should not utilise translators involved in the recruitment process for day-to-day shop floor communication and facilitating communication between migrant workers and management. These roles should be clearly separated.

# Policy Implementation & Requirements

## A. All workers are to be treated equally and without discrimination.

Migrant workers should not be treated less favourably than other workers performing the same or similar work. Moreover, migrant workers should be protected from any discrimination that would constitute a violation of human rights.

### Implementation Steps

- 01.** Migrant workers should not be treated less favourably than other workers in the allocation of jobs or tasks (e.g., dirty, dangerous, or demeaning work).
- 02.** Migrant workers should without discrimination have appropriate access to training, promotional opportunities, working hours, pay, overtime, benefits, healthcare, union rights, and collective bargaining agreements. Disciplinary procedures and termination policies should be fair, transparent, and based on an equal treatment principle.
- 03.** Employers should not discriminate against migrant workers based on ethnicity, gender, national or social origin, caste, age, politics, religion, sexual orientation, union membership, disability, health (e.g., HIV), pregnancy, or any other status, in line with local and national labour law, or international human rights standards where these provide more protection for the worker.
- 04.** Medical or pregnancy testing should not be used as a means of screening applicants for employment, and only conducted where required by the law. The results should only be used for legally required purposes, or to make suitable provisions, e.g., in accommodation or healthcare provision.
- 05.** Migrant workers should not face dismissal or be involuntarily repatriated for any medical reason (such as HIV positive status) that does not impede their ability to perform their job, unless required by the law, in which case the employers should pay any outstanding wages and cover all repatriation costs.
- 06.** Line managers and supervisors should be adequately trained in working with migrant workers in a non-discriminatory manner, including educating staff on the rights of women migrant workers.
- 07.** Sexual harassment or discrimination against women migrant workers should never be acceptable and complaints should be addressed promptly and with utmost concern when encountered. Where women become pregnant, they should not face punitive measures, including coercive abortion, nor should they be denied reproductive healthcare. No pregnant women should face dismissal or involuntary repatriation unless required by the law, in which case the employers should provide maternity benefits and respect the right to return to work after childbirth.
- 08.** Migrant workers already in the country of employment should have the same opportunities for employment as migrant workers recruited across borders.
- 09.** Where employers identify migrant workers that have become irregular or undocumented migrants through no fault of their own, these workers should not be discriminated against or threatened with deportation. The employer should explore ways to bring such workers back into regular status or assist with their repatriation where that is not possible.



## B. All Migrant Workers should enjoy the protection of Employment law.

Migrant workers should have a legally recognised employment relationship with an identifiable and legitimate employer in the country where the work is performed.

### Implementation Steps

- 01.** An agreement between a worker and a recruitment agent for job placement in another country should not be treated as a substitute or an alternative to a written contract of employment between the migrant worker and the supplier/partner in the country in which the work is performed.
- 02.** Suppliers/partners should provide migrant workers with a written contract of employment according to the national law and practice of the country in which the work is performed. Where necessary an authorised translation of the contract should be provided in a language each worker understands.
- 03.** Suppliers/partners should be familiar with the legal requirements and necessary documentation for migrant workers in countries of origin and destination and ensure that proper legal procedures are followed, and any necessary paperwork is obtained.
- 04.** All work shall be voluntary and migrant workers shall be free to terminate their employment with a supplier/partner upon reasonable notice without penalty.

## C. Migrant workers under the age of 18 should not be recruited

It is the employer's responsibility to ensure due diligence in avoiding recruitment of migrants under the age of 18 years.

### Implementation Steps

- 01.** Suppliers/partners should employ policies and procedures that reflect its commitment not to recruit migrant workers who are under the age of 18 and should require the same from recruitment agents.
- 02.** Suppliers/partners and their recruitment agents must have procedures in place to verify each migrant workers' age as a part of the recruitment process.
- 03.** Suppliers/partners and their recruitment agents should have a remedial procedure in place to manage any cases where a migrant worker under the age of 18 was recruited.

## D. No fees are charged to migrant workers

The employer should bear the full costs of recruitment, placement, and contract-end repatriation.

### Implementation Steps

#### **Manage recruitment fees for employers to cover**

**01.** Except when specifically required by receiving country law, no worker shall be required to lodge deposits or security payments or have such deducted from earnings.

**02.** Suppliers/partners should have an explicit policy which prohibits the charging of migrant workers for recruitment, placement and contract-end repatriation costs or fees as detailed below:

Referring ILO Definition of recruitment fee.

([https://www.ilo.org/global/topics/fair-recruitment/WCMS\\_536755/lang--en/index.htm](https://www.ilo.org/global/topics/fair-recruitment/WCMS_536755/lang--en/index.htm))

- Administrative Cost
  - Agency service fees, recruitment or placement service fees in both sending and receiving countries
  - Country of Origin Migrant Worker card
  - Passport & application facilitation documents
  - Visa
  - Host country Work and/or residence permits (including renewals)
  - Security deposits or bonds
  - Costs for skills and qualification tests
  - Pre-deployment skills tests or certifications
  - workers' language test
- Medical Costs
  - medical exams or other requirements for employment by receiving country or supplier/partner

- Receiving country medical exams
- Training and Orientation
  - Pre-and/or post departure training or orientation
- Travel and Lodging Costs
  - Airfare or fare for other mode of international transportation, terminal fees, and travel taxes
  - Transportation in receiving country to and from airport to supplier facility or provided accommodations.
- Insurance or legal required fees
  - Levy or other government required fees
  - Insurance
  - Contributions to worker welfare funds or government provided benefits in sending countries required to be paid by employer.
- Equipment costs:
  - tools, uniforms, safety gear, and other equipment needed to perform assign work.

**03.** All contracts with recruitment agents should specify that no fees (as per above) are to be charged to recruited workers.

**04.** Suppliers/partners should cover the full cost of transit to and from the migrant worker's home country to the host country, from an agreed upon point of departure. Any costs levied for internal transport in the country of origin as part of the recruitment process in

advance of contract signing shall be clearly explained in writing to all applicants through job advertisements and the interview process.

**05.**Any health checks required for migrant workers as part of the recruitment process should be at the cost of the supplier/partner. Health checks and reports on applicants should merely indicate the worker's fitness or otherwise to undertake the job. Pregnancy testing should not be conducted unless stipulated by local law.

**06.**Should the employment contract be extended, the supplier/partner should pay the full cost of extending working visas, and any associated costs.

**Reasonable cost for workers to cover**

**07.**Any costs that need to be covered by a migrant worker, relating to recruitment or other requirements of employment or recruitment should be explicitly specified in the job advertisement and interview process, and should not include any of the prohibited costs outlined above.

**08.**Evidence of payment (written receipts) should be provided to the migrant worker,

stating the clear amount and date of payment. In some sending countries, the fees are required to be listed in the form of a mandatory statement (i.e., affidavit).

**09.**Also consider Responsible Business Alliance (RBA) Definition of fees (<http://www.responsiblebusiness.org/media/docs/RBADefinitionofFeesJan2020.pdf> ).

Reasonable Costs for workers include:

- Basic expense item to prepare for the interview such as CV copies, copies of existing documents and certificates, incidentals
- Costs to meet minimum qualifications for the job such as degree or certification
- Passport replacement cost due to employee loss or fault. For replacing visas/permits this also includes photo(s), providing/photocopying any documents, etc.
- Dormitory and meals (must be fair market value and meet international health & safety standards)
- Early leave without full notice period if not specific by law, then those fees (i.e. return travel, lodging etc.) must include in contract and explain to worker

## E. Recruitment Agency selection and monitoring

### Implementation Steps

**01.** Suppliers/partners that use recruitment agents should only use partners that are legally registered or recruit directly. Wherever possible suppliers/partners should recruit workers directly without using a third-party supplier.

**02.** Suppliers/partners shall establish appropriate due diligence and monitoring programmes well in advance of recruitment, to screen and manage any recruitment agents used to select, recruit, and/or transport foreign migrant workers to their workplaces. Due diligence shall require the supplier/partner to evaluate the recruitment agent's legal status, ethical practices, any record of penalties or complaints, and the capability of the agent to fulfil the supplier/partner's requirements while meeting the specifications of this policy.

**03.** Suppliers/partners should conduct regular audits of recruitment agents to ensure that they meet the requirements of this policy and of the agreement between the recruitment agent and the supplier/partner.

**04.** Recruitment agents should be transparent with details of any further agents/sub-agents used, including their charges and terms of

engagement. Recruitment agents shall be wholly responsible for the conduct of any sub-agents, who must also comply with this policy.

**05.** Suppliers/partners and recruitment agents should inform applicants through job advertisements and the interview process that the applicants should not bear any costs of recruitment and placement.

**06.** Suppliers/partners and recruitment agents should provide successful applicants with a breakdown of legitimate recruitment expenses that are to be covered by the supplier/partner prior to signing the job contract.

**07.** Suppliers/partners should have an effective system in place to check with migrant workers on arrival that recruitment agents, sub-agents or any third parties have not charged any fees for recruitment or placement and should take remedial action if fees have been levied. Confidential channels for reporting complaints about fees should be available to migrant workers. Any fees found to have been paid by the migrant worker to secure employment should be immediately refunded to that worker.

## F. General procedures for recruiting workers

Procedures to be followed for recruiting workers should comply with national law in both origin and destination countries. However, where not specified, the following process may be considered appropriate.

### Implementation Steps

- 01.** Supplier/partner informs the approved recruitment agency of the job-related information, general conditions of work, remuneration, and skills required of applicants, as well as specific recruitment costs to be borne by the worker and the supplier/partner respectively.
- 02.** The partner/supplier or nominated recruitment agent will interview the applicants for preselection
- 03.** The pre-selection process must be consistent and formalised
- 04.** The applications of short-listed candidates are provided to the supplier/partner for final selection
- 05.** Recruitment agencies must ensure that selected workers are informed in their own language, or a language understood by the worker
- 06.** Workers must clearly understand and freely accept the terms and conditions of employment prior to recruitment
- 07.** The employment contract must include all terms and conditions and be signed by each worker
- 08.** Migrant workers must be provided with copies of all relevant employment contracts
- 09.** Pre-departure training should be provided to the successful candidates, covering what documentation will be provided and the relevance of each, terms and conditions of employment, workplace health and safety, complaint mechanisms, relevant law and the culture applicable to working and living in the host country. Training should be paid for fully by suppliers/partners
- 10.** Suppliers/partners, and the approved recruitment agency, should liaise with the immigration and other authorities concerned to ensure that selected applicants are equipped with visas or other forms of country departure and entry permission, work permits or labour cards, and health insurance or health service access
- 11.** Timelines for recruiting migrant workers need to be adequate to ensure responsible delivery of services by the recruitment agent.
- 12.** Suppliers/partners should provide a written grievance policy that promotes worker disclosure, and prohibits reprisals against workers, relating to any recruitment fees or expenses paid by them during the recruitment, selection, and hiring or employment process.
- 13.** Suppliers/partners should provide a clear policy prohibiting 'introduction fees' being paid by the migrant worker to any party, including recruitment agents, HR staff, internal translators, supervisors or other employees or 3rd parties.
- 14.** Charging new recruits, a commission to help them find a job in the factory should be grounds for disciplinary action against any employee

## G. Providing adequate orientation

Migrant workers should receive adequate orientation relating to living and working in the host country.

### Implementation Steps

**01.**All migrant workers should receive training that includes:

- Basic legal rights and entitlements, as well as obligations in accordance with all relevant laws
- Culture and practices of the host country or receiving community
- Safe sex, reproductive health and HIV/AIDS prevention
- Employer rules and regulations, disciplinary system, communication systems, and grievance processes
- Migrant workers should receive the employer handbook and/or work regulations in a language they understand
- Guidelines on how to react if they are stopped by police, and details of how the employer will support them in difficulty
- Any fees that may charge to workers should be explained including legal required and terms in employment contract

**02.**The workplace should be made navigable for all employees:

- All written signs and information must be duplicated in all employee's native languages
- If illiterate employees, they should have the information explained to them in their own language by a translator
- The employer provides cultural understanding and, where necessary, language training for supervisors. Simple miscommunications and/or misunderstandings can be avoided if supervisors and workers are sensitised to each other's cultural and communication styles.

**03.**The employer must determine whether it requires a translator to effectively communicate with migrant workers who do not speak the language of the managers and supervisors

## H. Employment contracts are clear and transparent

Migrant workers should be provided with written contracts in a language each worker understands, with all terms and conditions explained clearly via conversation. Suppliers/partners should ensure that each worker's agreement to be employed is obtained without coercion.

### Implementation Steps

**01.** Contracts should be signed, prior to deployment (migration), and adequate time should be allowed so the full implications of the contract can be understood. Contract signing at the border entry or point of arrival, or any time thereafter should be prohibited. Contracts should be signed at least 7 days prior to departure. On arrival, contracts terms and conditions should be checked for consistency with the contract agreed at the time of recruitment by a workers' representative.

**02.** All conditions of employment for migrant workers should be the same as those afforded to local workers.

**03.** Contracts should be provided to migrant workers in their mother tongue and should specify:

- Employee name
- Date of birth
- Birthplace
- Nationality
- Passport number/Date of expiry
- Job role
- Description of work
- Occupational Category (skilled/semi-skilled/unskilled)
- Length of contract & renewal conditions
- Probationary period and terms
- Gross pay rate to be paid.
- Pay Day
- Overtime wage rates to be paid.
- Bonus and allowance, and conditions for attaining and maintaining.
- Accommodation and meal provisions:
- If accommodation and/or meals are to be provided, detail and example photographs should be provided in the employment

contract, with clarity as to charges, or wage deductions

- Estimated minimum net pay the worker should expect to receive each month
- Any/all benefits to be provided to workers including medical coverage, holiday pay, sick pay, annual leave and holidays
- Maximum allowable overtime hours consistent with the law of the country and Our Standards
- Grounds on which the contract may be terminated

**04.** Suppliers/partners should ensure applicants are able to demonstrate a clear understanding of the employment arrangements.

**05.** Contracts should be directly between the supplier/partner and the migrant worker. Contracts should not be between the migrant worker and the recruitment agent, or any other 3rd party.

**06.** Contracts should be legally enforceable in the receiving country.

**07.** Changes to contracts after deployment, even where expressly required by law, should not be made without migrant workers consent and only after adequate explanation and consultation with a worker representative.

**08.** Suppliers/partners should take steps to identify any form of contract inaccuracy, deception or substitution perpetrated by the recruitment agency, and take swift effective remedial action where necessary. Equally, the recruitment agency should ensure that any contract agreed between migrant worker and employer is consistent with the contractual terms agreed at the time of recruitment.



# I. Policy and procedures are inclusive

Migrant workers' rights should be explicitly referred to in employer and recruitment agency human rights policies, relevant operational policies and procedures addressing human rights responsibilities.

## Implementation Steps

**01.** Suppliers/partners should adopt a migrant workers policy based on international human rights law.

**02.** Policy should be approved at the most senior level of the business.

**03.** Contracts with business partners, particularly recruitment agencies, should set out clear guidance on migrant workers' rights and compliance expectations, as well as standards against which performance can be measured.

**04.** Recruitment agencies should also conduct and demonstrate on-going due diligence in protecting the human rights of migrant workers.

They should determine that workers are recruited legally, in accordance with this policy and the Dhaka Principles, and have not been trafficked or exploited. They should also carry out due diligence on the employer and conditions at the place of work, including health and safety conditions for the migrant workers. The process should involve meaningful consultation with migrant workers, their representatives, as well as migrant rights groups and trade unions representing workers in the area or the industry.

**05.** Human resource managers, supervisors and line managers should be trained to ensure that company policies are effectively and fairly applied to migrant workers.

## J. No worker's documents should be retained

When documents are taken from workers for processing, confirmation receipts should be issued, a photocopy of the document should be provided to the worker, and such documents should be returned in the shortest possible time. Only duplicate documents should be held by the supplier/partner, in the workers' personnel files.

### Implementation Steps

**01.** Safe, lockable storage, for important personal documents and possessions, should be provided to migrant workers. Workers use of provided storage should be voluntary. Access should be limited to the employee. Safe keeping of documentation or possessions by the employer at the request of any employee is not an acceptable alternative.

**02.** Where voluntary safe storage systems are provided, it should be made clear to migrant workers in their conditions of employment that

they shall have free, direct and immediate access to them on request. Suppliers/partners should retain a written record of the worker's consent.

**03.** No supplier/partner, recruitment agent, or any other individual should withhold the bankbook, ATM or credit cards of any employee, have access to employee's financial records or control access to funds or remittances.

## K. Wages are paid regularly, directly and on time

Migrant workers should be paid consistently, earn at least the minimum legal entitlements, and receive payment directly and on time.

### Implementation Steps

**01.** Wages to be paid on a regular basis in accordance with the terms of the contract and national law.

**02.** No deductions beyond those allowed by applicable national law should be made from a worker's payments. If such deductions are allowed by national laws, such deductions and the conditions involved shall be outlined clearly in a workers' contract and payslip.

**03.** There should be no hidden deductions of which migrant workers are unaware when signing the employment contract.

**04.** Withholding or delay of payment should be prohibited.

**05.** Payments should be made directly to employees, or via an official banking system. Payments should not be made via any third party, e.g. a recruitment agent, spouse or

relative. Migrant workers should be able to choose their own bank freely.

**06.** Migrant workers should have full and complete control of any money earned. Pay should be deposited into a bank account in the migrant workers own name, not the name of the employer, nor in the case of female or young workers into the account of a spouse or relative.

**07.** All workers should receive detailed pay slips in a language each worker understands.

**08.** Forced saving schemes, deposit, and 'runaway insurance' should be prohibited.

**09.** Tracking payment processes should be an integral part of managing migrant workers within company operations and establishes a paper trail for assurance and monitoring of the labour supply.

## L. The right to worker representation is respected

Migrant workers should have the right to join and form trade unions and to bargain collectively, as should all workers.

### Implementation Steps

**01.**All workers, including migrant workers should have the right to join or form a trade union of their choice and bargain collectively. Where the government does not permit this, the employer should ensure this human right is still respected and seek to promote other suitable forms of social dialogue in the workplace, ensuring democratic representation of the whole workforce.

**02.**Suppliers/partners should not take any measures that would have the effect of discouraging workers, including migrant workers, from forming or joining a trade union or participating in collective bargaining. Workers should not be subject to any discrimination or dismissal because they support or are seeking to join or form a trade union. Contracts should not discourage workers from joining unions and bargaining collectively.

**03.**In situations where migrant workers are not legally permitted to be represented by legally recognised trade unions, the supplier/partner, to what extent possible, shall respect and promote the right to self-organisation of migrant workers and positively engage with representatives of such organisations.

**04.**Suppliers/partners should facilitate the participation of migrant workers in the industrial relations of the business. Independent translation facilities should be made available to allow migrant workers to communicate confidentially and collectively with worker representatives. Employers should make facilities available and provide reasonable time off for union workplace representatives to advise migrant workers of workplace issues and their rights.

## M. Working Conditions are safe and hygienic

Migrant workers should experience safe and hygienic conditions of work, free from harassment, any form of intimidation or inhuman treatment. They should receive adequate health and safety provision and training in relevant languages.

### Implementation Steps

**01.**Migrant workers should not be subjected to harassment, harsh or inhumane treatment. The use of threat of physical force or sexual violence, or intimidation of any kind should be strictly prohibited.

**02.**All conditions of work, including regular hours, voluntary overtime, days off, permitted breaks, and disciplinary procedures where applicable should be clearly defined and communicated to all workers in a language each worker understands.

**03.**Disciplinary procedures should not entail the use of punitive fines. No workers should be forced to sign a letter of resignation in advance or any blank paper.

**04.**Migrant workers should be able to terminate their employment with reasonable notice without penalty, or as provided in national law. The employment contract should stipulate a period of reasonable notice for termination, initiated either by the employer or the worker

**05.**Migrant workers should not be forced to work overtime, and disciplinary measures

should not include forced overtime work. Nor should there be any threat of dismissal, penalty, or involuntary repatriation in cases where migrant workers refuse to work beyond contracted hours on any occasion. Consent to undertake overtime work should be evidenced in writing on each occasion.

**06.** Migrant workers should be free to return home during paid leave without fear of reprisal or sanction.

**07.** Suppliers/partners should ensure that migrant workers are included in all health and safety training provided at the workplace and that this is performed in a language each worker understands. Labelling of hazardous chemicals/equipment and operational instructions for machinery etc. should also be translated into relevant languages. Posters and safety notices should also be in a language each worker understands or in pictorial form. Migrant workers should be required to provide feedback to demonstrate their understanding.

**08.** Suppliers/partners should carry out regular due diligence to determine workplaces are safe and should ensure that any workers recruited/placed receive health and safety training.

**09.** Suppliers/partners should respect migrant workers' religious practice, make appropriate facilities available for religious observance, enable access to places of worship and ensure their meals confirm with any religious requirements.

**10.** Suppliers/partners should provide or ensure access to healthcare for all workers. Policy should be developed and documented to cope with illness, accident or pregnancy of migrant workers and provide them with information on the prevention and treatment of relevant infectious and communicable diseases, including sexually transmitted diseases.

**11.** Migrant workers should have access to worker compensation in cases of injury. This should not be restricted only to those with regular migrant status.

**12.** Migrant workers should be provided free of charge with all the necessary health and safety equipment, uniform or other materials required to carry out the job assigned to them as part of their employment safely and effectively. Free replacements of such materials when worn or damaged should be provided at times of reasonable frequency.

## N. Living Conditions are safe and hygienic

Migrant workers should enjoy safe and hygienic living conditions and safe transport between the workplace and their accommodation. Migrant workers should not be denied freedom of movement or confined to their living quarters.

### Implementation Steps

**01.** Migrant workers should be able to choose whether to live in company-provided housing or to make their own living arrangements. Where migrant workers decide not to live in company housing, the employer should provide them with clear information in a language each worker understands on accommodation options and details of transportation to and from the workplace.

**02.** All accommodation provided by the supplier/partner to migrant workers should be safe, clean and hygienic, with potable and

running water, adequate sanitary facilities, as well as temperature-control equipment where necessary. Workers should have adequate personal space, a secure locker for valuables and documents, and some access to privacy. Buildings should meet all laws concerning multiple occupancy dwelling and local building regulations.

**03.** Suppliers/partners should make provision for safe travel between company housing and the workplace where needed. This should include safe transport for women, particularly

after dark. Organised transport should be frequent so as not to negatively impact personal time.

**04.**No suppliers/partner or landlord should confine migrant workers to their living quarters or restrict their freedom of movement outside of working hours. Security personnel should not impede migrant workers' ability to come and go. Any restrictions on freedom of movement resulting from legal requirements or as a result of legitimate security concerns should be set out in the employment contract.

**05.**Suppliers/partners should take account of migrant workers' dietary needs related to health or religious requirements and make appropriate meals available in dormitory canteens.

**06.**Suppliers/partners should provide or facilitate access to social and leisure activities for their migrant workforce.

**07.**Migrant workers living in company-provided housing should have access to recreation facilities.

## O. Access to remedy is provided

Migrant workers should have access to judicial remedy and to credible grievance mechanisms, without fear of recrimination or dismissal.

### Implementation Steps

**01.**All workers should have access to judicial or non-judicial grievance mechanisms beyond the company level, including legal complaints procedures. Migrant workers should not be denied access to consular services.

**02.**Suppliers/partners should provide access to workplace level grievance mechanisms, administered by themselves, Pentland Brands, trade unions or in collaboration with others. The mechanism should be explained, and fully accessible, in a language each worker understands. Genuinely confidential channels to lodge complaints or raise concerns should be provided.

**03.**Suppliers/partners should make appropriate provision for all workers to lodge complaints (individually or with other workers) and to seek remedy without fear of financial penalty, intimidation, recrimination or dismissal. Suppliers/partners should never threaten to or contact immigration authorities as a means of eliminating or deterring complaints.

**04.**Suppliers/partners should ensure that company grievance policies and procedures adhere to relevant laws, are timely, and meet the eight effectiveness criteria set out in the United Nations Guiding Principles. Grievance procedures should be reviewed regularly with

input from workers' representatives, and performance should be tracked impartially.

**05.**Suppliers/partners should not interfere with migrant workers' approaches to worker representatives who can provide impartial advice on, and support with accessing, appropriate grievance mechanisms, including translations/interpreting and legal assistance. Employers should not use such mechanisms to undermine any workers' right to form or join trade unions or to use such mechanisms to deny access to legal remedy.

**06.**Dismissal procedures should always allow for a proper suspension period, to enable workers to pursue an independent investigation without risk of deportation.

**07.**Migrant workers whilst pursuing complaints should have the right to remain employed. Accommodation should remain available throughout the complaints process.

**08.**Grievance mechanisms for female migrant workers should include safe processes specifically designed to identify and address sexual harassment or other gender-related complaints. It may be appropriate to provide safe alternative accommodation, in cases

involving sexual harassment, during the complaints process.

## P. Freedom to change employment is respected, and safe, timely return is guaranteed

Migrant workers should be guaranteed provision for return home on contract completion and in exceptional situations. They should not be prevented from seeking or changing employment in the host country by placing restrictions that go beyond any found in national law.

### Implementation Steps

**01.** Suppliers/partners should either provide or arrange and pay for migrant workers' airfare or other reasonable transport costs associated with safe repatriation in completion of their contract or as provided in national laws.

**02.** All migrant workers' contracts should include clauses guaranteeing safe and timely return home at the end of the contract, or during the contract in cases of medical emergency or political and civil unrest that put workers' lives in danger or threaten the closure of the workplace.

**03.** At the end of a contract all migrant workers should be paid outstanding wages and any other benefits or savings accrued in full. These should be paid to the workers before they leave for home.

**04.** Where migrant workers terminate their contract early, there should be no penalty and

the usual assistance in repatriation should be provided.

**05.** Suppliers/partners should provide migrant workers with return tickets home at the employer's expense prior to the end of the contract if a migrant worker becomes pregnant, needs to travel home for a family emergency, or wishes to leave the place of employment for any reason and at any time, unless the migrant worker is in clear breach of contract.

**06.** Suppliers/partners should honour contracts with migrant workers and not use false reasons for terminating a worker's contract prematurely to avoid the costs associated with repatriation at the end of the normal contract term.

**07.** In cases of retrenchment, the supplier/partner should assist migrant workers in finding new work, or provide a proper compensation package, including the costs of returning home.

## Q. Integrating migrant workers

Suppliers/partners should encourage 2-way communication with their migrant workforce in making integration comfortable, mutually beneficial and sustainable.

### Implementation Steps

**01.**Language training in the host country should be offered.

**02.**Communication should be facilitated between the workers and their families by providing using low-cost systems. Free provision of computer and WIFI access should be considered. Where grievance systems are reliant on smart technology access to WIFI must be provided. This can be limited to break-times and communal locations.

**03.**Suppliers/partners must allow all workers access to their smartphones & communication devices during production break periods.

**04.**Leisure and recreation facilities and formation of clubs should be considered, especially those offering health benefits such as access to sport and outdoor activities.

# References

Dhaka Principles: Dhaka Principles for Migration with Dignity

<https://www.ihrb.org/dhaka-principles>

Our Standards: Pentland Brands' Business Standards policies

<https://pentlandbrands.com/reports-and-resources/>

ILO Definition of Recruitment Fee and related costs:

[https://www.ilo.org/global/topics/fair-recruitment/WCMS\\_536755/lang-en/index.htm](https://www.ilo.org/global/topics/fair-recruitment/WCMS_536755/lang-en/index.htm)

RBA Definition of Fees:

<http://www.responsiblebusiness.org/media/docs/RBADefinitionofFeesJan2020.pdf>

Ethical recruitment principles: The IRIS Standard-Labor recruiter's ethical recruitment principles

<https://iris.iom.int/iris-standard>

UN Guiding Principles: UN Guiding Principles on Business and Human Rights

[https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR\\_EN.pdf](https://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf)

# Contacts

We encourage feedback on any of the content in this document.

For any queries, feedback, disclosures or whistleblowing please

contact: [corporate.responsibility@pentland.com](mailto:corporate.responsibility@pentland.com)