

TFG London Migrant Workers Employment Policy and Implementation Guidelines

Part 1 | Overview of Program Scope and Responsibilities

TFG London Commitment Statement

TFG London and its brands are committed to eradicating all forms of human trafficking and forced labour in our company's supply chain. Recognising that the most vulnerable groups are migrant workers who have travelled within country or from overseas to obtain employment, we have established a comprehensive set of standards that we require our business partners to adhere to in order to offer the greatest protection to this class of workers.

We acknowledge that reaching and maintaining these standards is a long-term and ongoing commitment by our Suppliers. TFG London and its brands will encourage and support our supply chain partners toward continuous and sustainable improvement over time. Furthermore, we will seek partnerships with key stakeholders such as government, NGO's and local communities in order to make system-wide change that will have an impact beyond our supply chain.

TFG London Supplier Code of Conduct

Further to our commitment, our existing Code of Conduct states: "There shall be no use of forced labour, including prison, indentured, bonded, slave or other forms of forced labour. Acts of human trafficking are also prohibited. Suppliers are required to monitor any third party entity which assists them in recruiting or hiring employees to ensure that people seeking employment at their facility are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views (ILO Conventions 29, 105, 182)."

Purpose and Basis of Standards

This Migrant Worker Employment Policy and Implementation Guidance contains a series of performance standards that provide clarity to Suppliers and their third party labour brokers on what is required to comply with the forced labour and human trafficking provisions of the TFG London Supplier Code of Conduct and Social and Environmental Compliance Benchmarks.

These provisions are a culmination of international standards established by widely-recognised and credible organisations such as the United Nations' International Labour Organization (ILO), the Institute for Human Rights and Businesses, The Fair Labour Association and Verité. A complete list of references can be found at the end of Section II before the Toolkit.

We recognise that some of the standards listed herein exceed many countries' national laws or cover elements that are not legislated. When this is the case, we expect that the Supplier will comply with the TFG London standard. In any cases where there may be a conflict of standards, the Supplier will comply with the standard that offers the most benefit and protection to the worker. If a situation arises where this may be unclear, the Supplier is asked to contact TFG London's CSR & sustainability team.

Scope

This Migrant Worker Employment Policy and Implementation Guidance applies to all of TFG London brand's Suppliers that employ migrant contract workers, their sub-contractors, and their next tier Suppliers (each referred to herein as a "Supplier" and collectively "Suppliers") producing goods for the brands of TFG London or for use in their products. It also applies to service providers including third party labour brokers.

Effective Date

The Migrant Worker Employment Policy are effective from July 30, 2017. The reimbursement of recruitment fees and expenses provision in A.3.2 below apply to all migrant workers working at Supplier's facility on or after July 30, 2018.

TFG London will regularly assess the effectiveness of these Standards and reserves the right to make revisions as necessary. Suppliers will be notified of any substantive changes and will receive adequate time for implementation.

Supplier Responsibility

Suppliers are expected to comply with the Migrant Worker Employment Policy contained herein and to maintain appropriate documentation in order to demonstrate compliance. Where the requirements listed below are restricted by law, Suppliers are expected to follow the law while maintaining the spirit of these standards, to the extent practicable. We understand this is a new area of compliance for our Suppliers. Continuous improvement is needed with the goal of sustainable implementation to ensure ongoing compliance.

In order to comply with the Migrant Worker Employment Policy, Suppliers will need to introduce or strengthen relevant human resources management systems. A management system is a framework of interdependent policies, processes and procedures used to ensure that a company is able

to perform all tasks required to achieve a set of related business objectives. In short, setting up a good management system is the best way to implement a new business requirement so that compliance is maintained every day without fail.

Examples of Management System Elements for Migrant Worker Employment

- **Policy:** prohibition of forced labour and human trafficking
- **Risk Assessment:** labour broker due diligence
- **Communication:** of TFG London's standards to sub-tier Suppliers and labour brokers
- **Training:** pre-departure briefing and post arrival orientation for migrant workers
- **Operational Controls:** labour broker service agreements; migrant worker employment contracts
- **Documentation and Recordkeeping:** receipts for fees paid by workers
- **Monitoring:** labour broker audits, interviews with newly arrived migrant workers; worker grievances
- **Corrective Action:** plans to address issues identified in audits, grievances, and other sources of performance information
- **Management Review:** senior management review of overall effectiveness of the Supplier's system to manage migrant worker issues

Through the implementation or strengthening of management systems, with the appropriate operational controls in place, Suppliers can make sure they hire migrant workers in a manner that is legally compliant and conforms with TFG London's Migrant Worker Employment Policy.

The TFG London Migrant Worker Standards and Implementation Guidance provides examples of the type of policies, processes, and operational controls that Suppliers should include in their management systems in order to ensure sustained compliance with the forced labour and human trafficking provisions outlined in this document and the TFG London Supplier Code of Conduct.

TFG London Responsibility

As TFG London works to eliminate all forms of human trafficking and forced labour in our supply chain, we will encourage dialogue with our stakeholders, and we will partner closely with our Suppliers to support monitoring, remediation and capacity building to meet the standards. TFG London is committed to sustainable correction of these issues and will allow a reasonable amount of time for this process to occur.

How to Use This Document

Following the Overview section, this document is divided into two main parts:

- 1) TFG London's Standards: Description of TFG London's standards for Suppliers when recruiting and employing domestic or foreign migrant workers.
- 2) Implementation Guidance & Toolkit: a toolkit found mostly in the appendix section that offers guidance to Suppliers on ways to implement the standards. Where this is applicable, you will see a specific appendix referenced next to a standard.

We encourage you to review the document in its entirety with your managerial teams in Human Resources, Finance/Payroll, Production and any other departments that are involved in the recruitment and day-to-day management of your migrant workforce. It is also critical that this information is shared and discussed with your third party labour broker and other intermediaries that employ or assist in the recruitment and development of migrant workers.

Please see Appendix 6 for a general step-by-step approach to implementing the standards in their entirety

Part 1	Overview of Program Scope and Responsibilities
Part 2	TFG London's Standards on Employment of Migrant Workers
Part 3	Toolkit to Guide Implementation of Standards
Part 4	Successful Implementation of Standards to Ensure Ethical & Fair Employment of Migrant Workers

Part 2 | TFG London's Standards on Employment of Migrant Workers

This section details the standards for the ethical and fair employment of migrant workers. The Supplier is responsible for ensuring that these standards are met for its company, subcontractors and for the companies that it hires to recruit and employ migrant workers.

The standards are divided into three parts reflecting the employment cycle of a worker:

- A. Before Employment** – standards that should be met before and during the recruitment process and before a worker arrives to the Supplier's facility
- B. During Employment** – standards that should be met throughout the duration of the worker's employment at the Supplier's facility
- C. After Employment** – standards that should be met after the worker's employment ends

Each part contains the following elements, which are explained in greater detail in this section.

A. Before	B. During	C. After
Supplier policy commitment	Deposits	Supplier policy
Forced or involuntary labour	Identity documents	Repatriation Penalties
Third party labour brokers	Bank accounts	Early termination of contract by migrant worker
Fees and Expenses	Voluntary overtime	
Discrimination	Freedom of movement	
Pre-departure briefing	Harassment, abuse & discipline	Involuntary termination of contract of employment
Contracts of employments	Grievance procedures Pregnancy protections	
Arrival orientation	Worker accommodation	

A Before Employment

A.1 Supplier Policy Commitment

A.1.1 Written Policy

Supplier must develop a written corporate policy or code of conduct for the hiring and employment of migrant workers, which sets out specific protections for migrant workers throughout the employment lifecycle in accordance with applicable law, the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy and Implementation Guidance. At a minimum, the Supplier's policy or code of conduct shall meet or exceed the standards included in this document.

Please see Appendix 2 for a sample policy/Code of Conduct for Migrant Workers that can be easily incorporated into existing internal operating procedures.

A.1.2 Communication

The Supplier's policy shall be communicated to and included in legally binding service contracts with all third party labour brokers involved in the recruitment and employment of migrant workers.

A.1.3 Monitoring Compliance to Policy

The Supplier has a comprehensive process in place to monitor its own and third party labour broker's compliance with the policy.

A.2 Forced or involuntary labour

A.2.1 Workers shall not be subject to any form of forced, compulsory, bonded, or indentured labour. All work must be voluntary, and workers must be free to terminate their employment at any time, without penalty. Prison labour shall not be used.

A.2.2 Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up employment or preventing them from voluntarily terminating their employment, at any time, without penalty.

A.3 Third Party Labour Brokers

A.3.1 Policy

Where practicable the Supplier will directly recruit and hire migrant workers. If third party labour brokers are utilized the Supplier will ensure that they operate ethically at all stages of the recruitment and selection process in accordance with both sending and receiving country laws, the TFG London Supplier Code of Conduct and Migrant Worker Employment Policy contained herein, and do not engage in deceptive, fraudulent, corrupt, or collusive conduct.

A.3.2 Pre-Selection Due Diligence

Supplier shall conduct pre-selection due diligence of third parties involved in the recruitment of migrant workers to ensure their capacity and willingness to comply with relevant sending and receiving country laws and regulations, the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy and Implementation Guidance.

To achieve and maintain this standard, Suppliers should ensure that third parties are fully licensed, have a history of ethical and lawful operation, have a demonstrated commitment to uphold social responsibility standards, and contractually commit to abide by the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy and Implementation Guidance.

A.3.3 Service Agreements

Supplier shall execute written legally binding service contracts with third party labour brokers acting on its behalf, directly or indirectly, that comply with applicable law in both receiving and sending countries.

To achieve and maintain this standard, service contracts should incorporate provisions of the TFG London Migrant Worker Employment Policy relating to:

- Non-discrimination in hiring
- Fees and expenses
- Pre-departure briefing
- Contracts of employment
- Arrival orientation, if applicable
- Onsite management of migrant workers, if applicable
- Supplier right to audit, record keeping, and ethical conduct.

A.3.4 Labour Broker Audits

Supplier shall ensure that regular audits of all third parties involved in the recruitment and/or management of migrant workers on its behalf are conducted to verify ongoing compliance with relevant law and regulations, the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy and Implementation Guidance.

The Supplier shall have a documented procedure in place to manage violations, including a corrective action process.

At a minimum, the Supplier must terminate its relationship with any third party unwilling to be audited or unwilling or unable to remedy a violation.

Please see Appendix 3 for a sample Labour Broker Audit Checklist.

A.3.5 Record Keeping

Supplier shall retain documents and records relating to migrant worker interviews and third party labour broker audits for a period of five years and make them available on request to TFG London and its brands or its appointees. Records must be accurate and transparent.

At a minimum, documents and records that are to be retained shall include those referenced in Appendices 3 and 4.

A.3.6 Ethical Conduct

At all times, Supplier shall conduct business with third party labour brokers and manage relationships with government officials in an ethical fashion.

To achieve and maintain this standard, Suppliers (or their employees) should not solicit or accept improper payments from third parties involved in the recruitment of migrant workers, allow third parties acting on their behalf to do so, and shall ensure that any employee or third party interacting with government officials in order to facilitate the recruitment of migrant workers complies with applicable anti-corruption laws and regulations, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti- corruption conventions.

A.4 Fees and Expenses

A.4.1 Policy

Supplier shall ensure that migrant workers do not pay any fees, expenses, or deposits in connection with their employment-this includes monthly service fees charged by third party labour brokers to migrant workers over the course of their employment. Exceptions to this policy may include cost of transportation from the worker's home directly to the recruitment centre or embarkation point and passport fees directly chargeable to workers in accordance with local law.

The fees and expenses provision shall be clearly communicated to foreign workers in a language they understand at the beginning of the recruitment process prior to departure from their country.

To achieve and maintain this standard, Suppliers should pay fees or expenses related to the recruitment of migrant workers directly whenever possible. Where this is not possible or migrant workers are legally required to pay the fee directly, then Supplier shall reimburse the workers within 30 days of the start of the worker's employment with Supplier.

Fees and Expenses Payable by Supplier

- Application, recommendation, recruitment, reservation, commitment, or placement fees in sending and receiving countries including commissions, referral fees or expenses paid to sub-agents.
- Labour broker service fees, both one-time and recurring
- Airfare or costs of other mode of international transportation, terminal fees, and travel taxes associated with travel from sending country to receiving country and the return journey at the end of the contract.
- Pre-employment medical examinations or vaccinations in the sending country
- Visas including exit clearances or certificates
- Pre-departure skills testing, training, or orientation
- Documentation fees including notarization, translation, and legal fees
- Sending and receiving country Government mandated fees, levies, and insurance
- Security deposits and bonds
- Receiving country medical examinations
- Transportation from the airport or disembarkation point to dormitories or facility
- Work permits, residence certificates, and security clearances (including renewals)

Fees and Expenses Payable by Migrant Workers

- Passport fees (including renewals)
- Transportation costs in the sending country (including meals and accommodation) during transit from the worker's home to the first point of departure only. This means the transportation cost from the starting point, usually the worker's home, to the first departure airport, train/bus station, labour broker processing centre or transitional site. This shall not include the actual cost of airfare, train/bus ticket or other transportation/accommodation costs associated with sending the worker to their final destination.

A.4.2 Reimbursement

Eligibility

The reimbursement of recruitment fees and expenses provisions of the TFG London Migrant Worker Employment Policy applies to migrant workers working at Supplier's facility on or after

July 1, 2016. Workers whose contracts end before July 1, 2016 will not be eligible for reimbursement of fees and expenses.

Reimbursement

If the worker meets the eligibility condition above then the reimbursement level is based on the worker's date of hire.

Migrant Workers Hired on or After December 1, 2016:

Where a migrant worker, hired on or after June 1, 2015, has paid recruitment fees and expenses payable by the Supplier under this policy, Supplier shall reimburse such fees and expenses to the worker within 30 days of the worker's date of hire.

Migrant Workers Hired Before December 1, 2016:

Where a migrant worker working at the Supplier's facility on or after June 1, 2015 was hired before June 1, 2015, and paid recruitment fees and expenses payable by the Supplier under this policy, Supplier shall reimburse such fees and expenses in excess of the applicable legal limits to the worker before December 31, 2015 or the end of the worker's contract, whichever is sooner. Reimbursement of fees in excess of the legal limit may be made in instalments up to December 31, 2015 or the end of the worker's contract, whichever is sooner.

If there are no legal limits applicable then, Supplier shall reimburse such fees and expenses in excess of the worker's one month net wage. One month net wage includes regular working hours included in the contract of employment up to a maximum of 48 total working hours per week.

Allowances and bonuses can only be included in the calculation where they are contractually guaranteed as a fixed amount per pay period. Variable bonuses, overtime hours, or "at risk" incentives tied to production volumes or other performance measures may not be included in the calculation.

A.4.3 Non-Retaliation

Supplier shall implement a non-retaliation policy that prohibits reprisals against workers for information provided on recruitment fees or expenses paid by them during the recruitment, selection, hiring, or employment processes.

A.5 Discrimination

A.5.1 Policy

Migrant workers shall not be subject to any discrimination in any aspect of the employment relationship including recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline or termination.

All workers irrespective of their nationality or employment status shall be treated fairly and equally in the workplace.

Migrant workers shall be provided terms and conditions of employment that are no less favourable than those available to receiving country nationals.

A.6 Pre-Departure Briefing

A.6.1 Policy

Supplier shall implement a process to ensure that every migrant worker attends an in-depth briefing in a language they understand prior to signing a contract of employment and departure from the sending country.

If Supplier is unable to conduct the pre-departure briefing, a third party labour broker should conduct the briefing using Supplier-provided content.

A.6.2 Content

To achieve and maintain this standard, the pre-departure briefing should cover:

- Information about the Supplier and the Supplier's workplace
- Supplier policies regarding:
 - Forced or involuntary labour
 - Recruitment fees and expenses
 - Identity document retention and safekeeping
 - Freedom of movement
 - Freedom of association
 - Workplace equality
 - Harassment, abuse and discipline
 - Grievance procedures
- Travel and repatriation arrangements
 - Terms and conditions of employment
 - Photos or a video of the workplace and surroundings, accommodation arrangements and living conditions and transportation details
 - Receiving country legal protections, social conventions and cultural practices
 - Visa, work permit, and medical examination requirements
 - Sending (or home) country Embassy or Consulate information.

A.7 Contracts of Employment

A.7.1 Policy

Supplier shall ensure that prior to deployment from their sending country, migrant workers are provided with a written contract of employment in a language they understand, and that they voluntarily sign the contract. Contract terms and conditions shall be explained to illiterate workers in their native language. Prior to deployment, migrant workers should be provided with a copy of the executed contract of employment.

Migrant workers shall have valid visas and work permits before commencing work.

The use of supplemental agreements or the practice of substituting the original contract of employment or any of its provisions with those that are less favourable to migrant workers are strictly prohibited.

Supplier shall ensure that the written contract of employment signed by migrant workers prior to their departure from their sending country complies with applicable laws and regulations in the sending and receiving countries, the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy and Implementation Guidance.

Supplier shall ensure that the written contract of employment incorporates its policy commitments that expressly prohibit forced labour and human trafficking, and protections for migrant workers.

A.7.2 Content

To achieve and maintain this standard, the signed contract of employment should include the following terms:

- Migrant worker's full name, date of birth, and sending country address

- Passport number or equivalent government issued identification number
- Emergency contact Information
- Supplier name and address
- Name, address, and other contact details of the labour broker signing the contract of employment on behalf of Supplier
- Nature of work and address where it will be performed
- Supplier policies regarding:
 - Forced or involuntary labour
 - Recruitment fees and expenses
 - Identity document retention and safekeeping
 - Deposits or security payments mandated by receiving country law
- Contract start and end dates
- Provisions for contract renewal, if applicable
- Provisions for repatriation
- Provisions for voluntary early termination of contract by worker with and without reasonable notice
- Grounds for involuntary termination by supplier
- Detailed summary of living conditions, including costs (if any) for meals and accommodation
- Expected regular working hours, overtime hours; frequency of rest days and
- Holidays that comply with the requirements of applicable laws and regulations, the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy and Implementation Guidance.
- Clearly defined regular, overtime, and holiday wage rates; including maximum allowable overtime hours that comply with the requirements of applicable laws and regulations, the TFG London Supplier Code of Conduct, and the TFG London Migrant Worker Employment Policy

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- Any applicable bonuses, allowances, or other cash compensation
- Pay practices including frequency, methods, and pay slips
- Descriptions of work-related benefits, including medical and social insurance benefits, and sick, emergency, and annual leave
- Quantitative estimates and line item descriptions of each anticipated wage deduction
- Estimates of the minimum and maximum net pay the migrant worker can expect to receive each month. Maximum net pay shall be based on an upper limit of 60 hours per week.

A.8 Arrival Orientation

A.8.1 Policy

Supplier shall implement a process to ensure that every migrant worker attends a comprehensive orientation in a language they understand after arrival in the receiving country and before they commence work. The orientation shall be conducted by the Supplier at the workplace.

A.8.2 Content

To achieve and maintain this standard, the arrival orientation should include:

- Supplier policies regarding:
 - Forced or involuntary labour

- Recruiters, employment agents, labour brokers
- Recruitment fees and expenses
- Identity document retention and safekeeping
- Deposits or security payments mandated by receiving country law
- Freedom of movement
- Working hours
- Wages and benefits including piecework, regular, overtime, and holiday rates
- Pay practices
- Descriptions of work-related benefits, including medical and social insurance benefits, and sick, emergency, and annual leave
- Accommodations, meals, and transportation
- Arrangements for medical care, including procedures in the event of pregnancy
- Health and safety rules and procedures
- Policies and procedures related to:
 - Discrimination
 - Freedom of association
 - Communication channels
 - Resignation, termination, repatriation
 - Harassment, abuse, and discipline
 - Grievance procedures
- Receiving country legal protections, social conventions and cultural practices
- Visa, work permit, and medical examination requirements
- Sending (or home) country Embassy or Consulate information
- Provisions for contract renewal, if applicable.

A.8.3 Monitoring of Labour Broker Practices

As part of the arrival orientation, Supplier shall conduct interviews with a representative sample of migrant workers from each sending country recruited through, or provided by, third party labour brokers.

To achieve and maintain this standard, these interviews should seek to verify that:

- Migrant workers did not pay recruitment fees or expenses prohibited by the TFG London Migrant Worker Employment Policy and Implementation Guidance
- Prior to deployment from their sending country, migrant workers were furnished with and voluntarily signed a written contract of employment in a language they understood that accurately identified the employer of record, work location, start and end date of the employment contract, wages, working hours, and other relevant terms and conditions of employment.

Please see Appendix 4 for a sample Newly Arrived Migrant Worker Interview Checklist.

A.8.4 Ongoing Communication

Supplier should periodically check-in with a representative sample of migrant workers of each nationality to monitor understanding and application of information provided as part of the arrival orientation.

B During Employment

B.1 Deposits

B.1.1 Except where expressly required by receiving country law, Supplier shall not deduct or require workers to lodge deposits or security payments. If a deposit is required by receiving country law, Supplier shall issue a receipt for any deposit deducted from the wages of, or otherwise lodged by, workers. Supplier shall ensure such deposits are reimbursed to workers as soon as possible but no later than one month following employment termination or the expiry of the purpose of the deposit, whichever is earlier.

B.2 Identity Documents

B.2.1 Control

Workers shall retain possession and control of their personal identity documents, such as passports, identity papers, travel documents, and other personal legal documents at all times. The only permitted exception is after workers' arrival in the receiving country where there is a short term need to make original identify documents available to government agencies for the processing of visas, work permits or other legally mandated purposes.

Supplier shall not require surrender of original identity documents, withhold identity documents, or restrict workers' access to their identity documents under any circumstances. Supplier may obtain and retain copies of workers' original identity documents.

Third party recruiters, employment agents, and labour brokers are expressly prohibited from holding workers personal identity documents

B.2.2 Storage

Supplier shall provide each migrant worker with individual secure storage for identity documents, such as passports, identity papers, travel documents, and other personal legal documents.

Storage shall be freely and immediately accessible to migrant workers at all times.

Storage shall be accessible to migrant workers without assistance and there shall be no barriers to access.

Storage shall be lockable, fire-resistant, water-resistant, and secured against unauthorized access.

Migrant workers may choose to store their identity documents in such storage, but Supplier shall not require workers to do so.

B.3 Bank Accounts

B.3.1 Neither Supplier nor any third party shall have access to, or control of, migrant workers' bank accounts, except to directly deposit wages or compensation payments in accordance with the written contract of employment.

B.3.2 Mandatory or forced savings schemes are expressly prohibited.

B.4 Overtime

B.4.1 Voluntary Participation All overtime shall be voluntary.

Supplier shall ensure that all workers have the right to refuse to work overtime hours. Under no circumstances shall a Supplier impose punitive measures such as salary deductions, apply coercion of any kind, deny future opportunities for overtime, threaten deportation, or take disciplinary action against workers for refusing overtime.

B.4.2 Production Quotas

Supplier shall not set production quotas or piecework rates at such a level that workers need to work beyond regular working hours to earn the legal minimum wage or prevailing industry wage (excluding overtime).

B.5 Freedom of Movement

B.5.1 Drinking water

Supplier shall not restrict worker's access to drinking water inside the place of production or Supplier-provided facilities and accommodation.

B.5.2 Toilets

Supplier shall not restrict worker access to toilets in any manner, including limiting toilet breaks or non-payment of toilet breaks.

B.5.3 Physical movement

Supplier shall not restrict worker's freedom of movement inside the place of production or Supplier- provided facilities, including the worker's accommodation, except where necessary for worker safety.

B.5.4 Curfew

Supplier shall not impose curfews or geographical limits on worker movement beyond Supplier- provided accommodation. Except where necessary for worker privacy or safety Supplier shall not restrict or limit visitors to worker's accommodation.

B.5.5 Personal leave

Migrant workers shall be free to return to their home country during periods of annual or personal leave without having to pay any form of deposit, and free for the threat of termination or other penalty.

B.5.6 Supplier shall not prevent any migrant worker from contacting his or her sending (or home) country Embassy or Consulate.

B.6 Harassment, Abuse and Discipline

B.6.1 Respectful Environment

Supplier shall ensure the workplace is free of any form of harsh, abusive, or inhumane treatment. The use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family, or co-workers is strictly prohibited. Frontline supervisors and managers shall receive ongoing training on positive management techniques.

B.6.2 Policy

Supplier shall develop and implement clearly defined disciplinary policies and procedures that are effectively communicated to all workers, frontline supervisors, managers, and third-parties involved in the onsite supervision of migrant workers.

B.6.3 Content

To achieve and maintain this standard, disciplinary procedures should:

- Be equally applied to both migrant workers and local workers and supervisory or management staff

- Be applied progressively (for example: verbal warning; written warning; suspension; termination)
- Clearly outline the implementation procedures including notification of the nature of the complaint, the opportunity for migrant workers to state their case and have a translator and representative present
- Specify the grounds for summary or immediate termination of employment
- Not include abusive or inhumane disciplinary measures such as corporal punishment, mental or physical coercion, or verbal abuse of workers; nor shall they include sanctions that result in wage deductions, reductions in benefits, or compulsory labour
- Provide for an impartial and objective appeal process

B.6.4 Record-keeping

Supplier shall implement a process for documenting and tracking disciplinary procedures.

B.7 Grievance Procedures

B.7.1 Supplier shall provide migrant workers with easy access to a system which allows them to confidentially submit grievances in a language they understand, including anonymously, without fear of intimidation or retaliation.

B.7.2 There is a written grievance procedure that includes non-retaliation policy and a designated responsible individual to whom migrant workers can submit grievances.

B.7.3 To achieve and maintain this standard, Suppliers should use notice or bulletin boards that are readily accessible to migrant workers to communicate important information of interest such as how to submit grievances. Information posted should be in a language understood by the migrant workers.

Where a hotline or helpline is employed, the number should be readily available to migrant workers and the service should accept calls in the workers' own language.

B.7.4 Grievances should be investigated promptly in a non-discriminatory manner and, save in the case of anonymous complaints, status updates given to the worker through to final resolution. Updates including the final resolution should be recorded in writing and a copy should be given to the worker in their language and explained to illiterate workers in a language they understand.

B.7.5 Supplier shall implement a process for documenting and tracking grievances reports, resolutions, and appeals.

B.8 Pregnancy Protections

B.8.1 Supplier shall take affirmative steps to protect the rights of migrant workers who become pregnant during the term of their employment contract. At a minimum, migrant workers should be provided with the same legal and occupational protections and benefits as receiving country workers.

B.8.2 In situations where receiving country law requires that pregnant migrant workers return to their sending country to give birth, Supplier shall provide transportation to the sending country and such protections to pregnant workers provided for by receiving country laws and regulations.

B.9 Worker Accommodation

B.9.1 Dormitories

Supplier or third party provided dormitories shall be clean, safe, and provide reasonable living space.

To achieve this standard, dormitories shall meet the standards set out in Appendix 5

B.9.2 Dining Facilities

Food provided to workers shall be prepared, stored, and served in a safe and sanitary manner and at a minimum, meet receiving country laws and regulations.

Sanitary or health licenses, permits, and inspection records shall be maintained and posted in accordance with receiving country laws and regulations.

Migrant workers shall not be restricted to particular sitting areas of dining facilities. To achieve this standard, dining facilities shall meet the standards set out in Appendix 5.

B.9.3 Drinking Water

Supplier shall ensure migrant workers have access to potable water, in sufficient quantities, at all times within a reasonable distance of the worker's workstation and dormitory sleeping rooms.

Potable water must be tested regularly to ensure it is safe to drink, and inspection reports maintained and posted in accordance with receiving country laws and regulations.

To achieve this standard, drinking water shall meet the standards set out in Appendix 5.

B.9.4 Toilet and Shower Facilities

Supplier shall ensure workers have access to hygienic toilet and shower facilities with hot water available. There shall not be any restrictions on the use of toilets in the workplace.

To achieve this standard, toilet and shower facilities, shall meet the standards set out in Appendix 5.

C Before Employment

C.1 Supplier Policy

C.1.1 There is a written policy commitment to the protection of migrant contract workers in all phases of Supplier's operations, including resignation, termination and repatriation of migrant workers.

C.2 Repatriation

C.2.1 Supplier shall arrange and pay for the repatriation of migrant workers at the conclusion of their contract or in the event that the Supplier terminates the contract for any reason, except due to documented gross misconduct or illegality, before the contract end date.

C.2.2 To achieve and maintain this standard, Supplier repatriation should include ground transfers, airfare, accommodation, and reasonable meal expenses until the migrant worker arrives back at the original embarkation point

C.3 Penalties

C.3.1 Supplier shall not penalize migrant workers for voluntarily terminating their employment contracts at any time. Examples of penalties include, but are not limited to, withholding of wages, bonuses, or allowances already earned, early termination fines or deductions, or the forfeiture of lawful deposits or savings accounts.

C.4 Early Termination of Contract by Migrant Worker with Reasonable Notice

C.4.1 If the migrant worker voluntarily terminates the contract of employment prior to the contract end date by providing reasonable notice, Supplier shall not be responsible for paying for repatriation, unless the migrant worker was terminated due to harassment, abuse or other serious violation of the worker's rights by the employer.

C.4.2 Reasonable notice is defined as the lesser of that provided for in the contract of employment or minimum notice provided for by receiving country law, but in no case shall it exceed 30 days.

C.5 Early Termination of Contract by Migrant Worker without Reasonable Notice

C.5.1 If the migrant worker voluntarily terminates the contract of employment prior to the contract end date without providing reasonable notice, Supplier shall not be responsible for paying for repatriation, unless the migrant worker terminated due to harassment, abuse or other serious violation of the worker's rights by the employer.

C.5.2 If the migrant worker voluntarily terminates the contract of employment prior to the contract end date due to extenuating circumstances such as the death or serious illness of a family member or other family emergency, Supplier shall pay for the cost of repatriation.

C.6 Involuntary Termination of Contract by Employer

C.6.1 Where a migrant worker is summarily dismissed for gross misconduct, illegality or otherwise involuntarily terminated for cause in accordance with Supplier's disciplinary procedures, Supplier shall not be responsible for paying for repatriation.

References

- Business for Social Responsibility, Migrant Worker Management Toolkit, 2010
- The Fair Labour Association, Enhancing the FLA Workplace Code of Conduct and Compliance Benchmarks, 2011
- International Labour Organization, Forced Labour Convention 29, 1930
- International Labour Organization, Private Employment Agencies Convention 181, 1997
- Institute for Human Rights and Business, Dhaka Principles for Migration with Dignity 2012
- Manpower Group and Verité, Ethical Framework for Cross Border Labour Recruitment 2012
- TFG London Supplier Code of Conduct
- Sedex, Supplier Workbook, Part 1, 2013
- United Nations, International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families 1990
- United Nations Global Compact, Addressing the Retention of Identity Documents, 2013
- United Nations Global Compact, Principle 4 (Forced and Compulsory Labour), 2009
- Verité, Fair Hiring Toolkit 2011

Part 3 | Toolkit to Guide Implementation of Standards

Appendix 1 – Glossary

Forced labour: Forced labour is any work or services which people are forced to do against their will under the threat of some form of punishment. It contains three main elements: first, some form of work or service must be provided by the individual concerned to a third party; second, the work is performed under the threat of a penalty, which can take various forms, whether physical, psychological, financial or other; and third, the work is undertaken involuntarily, meaning that the person either became engaged in the activity against their free will or, once engaged, finds that he or she cannot leave the job with a reasonable period of notice, and without forgoing payment or other entitlements.

Human trafficking: Human trafficking is the recruitment and transportation of people from one place to another, or one country to another by using deception, threat or force for the purpose of exploitation, including forced labour. The United Nations expands this definition even further, but we will use this to describe how the act is most often portrayed in the supply chain.

Labour brokers: Also known as private employment agencies, labour recruiters, manpower agencies, including sub-agents, are third party service providers involved in the recruitment, selection, hiring, transportation, and, in some cases, management of migrant workers. Labour brokers operate in both the sending and receiving countries. Receiving country brokers typically work with sending country brokers in the country of origin or residence of migrant workers to identify and recruit potential job candidates.

Migrant workers: Workers who migrate from their country of origin or permanent residence to obtain employment at the Supplier's facility. This includes domestic and overseas migration.

Sending/Receiving entities: The sending country or sending labour broker refers to the country or the labour broker where the worker is a citizen or permanent legal resident. The receiving country or receiving labour broker refers to the country or labour broker where the Supplier's operation takes place and where the worker will work from.

An example:

A supplier in Taiwan (receiving country) hires a Taiwanese labour broker (receiving labour broker) because he needs workers and cannot find enough local candidates.

To locate workers overseas, the Taiwanese labour broker contacts a labour broker in Vietnam (sending labour broker) to help him recruit workers in Vietnam (sending country) willing to work in Taiwan.

Appendix 2 – Sample Code of Conduct for Supplier’s Use

This appendix supports implementation of standard:

A.1 Supplier Policy Commitment > A.1.1 Written Policy

Company ABC

Commitment to Ethical and Fair Employment of Migrant Workers

Code of Conduct

Forced or Involuntary Labour

Workers shall not be subject to any form of forced, compulsory, bonded, or indentured labour. Prison labour shall not be used. All work must be voluntary, and workers must be free to terminate their employment at any time, without penalty. Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up employment or preventing them from voluntarily terminating their employment, at any time, without penalty.

Recruitment Fees and Expenses

Workers shall not be charged any fees or expenses directly or indirectly, in order to secure or retain employment.

Third party labour brokers, in both sending and receiving countries, involved in the recruitment, selection, hiring, and management of migrant workers will be contractually bound to comply with this policy.

The fees and expenses provision shall be clearly communicated to foreign workers in a language they understand at the beginning of the recruitment process prior to departure from their country.

Third Party Labour Brokers

Where practicable migrant workers will be directly recruited and hired. If third party labour brokers are utilized, they must operate ethically at all stages of the recruitment and selection process in accordance with both sending and receiving country laws, the TFG London Supplier Code of Conduct and Migrant Worker Employment Policy, and they must not engage in deceptive, fraudulent, corrupt, or collusive conduct.

Contracts of Employment

Migrant workers shall have valid visas and work permits.

Prior to deployment from their sending country, migrant workers shall be provided with and voluntarily sign a written contract of employment in a language they understand. Contract terms and conditions will be explained to illiterate workers in their native language before signing.

The contract of employment shall clearly indicate the worker’s rights and responsibilities, the identity of the employer of record, work location, start and end date of the contract of employment, wages, working hours, and other relevant terms and conditions of employment.

The use of supplemental agreements or the practice of substituting the original contract of employment or any of its provisions with those that are less favourable to migrant workers are strictly prohibited.

Identity Document Retention

The confiscation or withholding of worker's original personal identity documents including passports, visas, work permits, or police clearances is strictly prohibited.

Deposits

Except where expressly required by receiving country law, workers shall not be required to lodge deposits or security payments.

Discrimination and Workplace Equality

Migrant workers shall not be subject to any discrimination in any aspect of the employment relationship including recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline or termination.

All workers irrespective of their nationality or employment status shall be treated fairly and equally in the workplace.

Migrant workers shall be provided terms and conditions of employment that are no less favourable than those available to receiving country nationals.

Wages and Benefits

All workers shall be paid no less than the minimum wage required by applicable laws or industry or local wage standards where there is no legal minimum wage and shall be provided all legally mandated benefits. Wage payments shall be made at regular intervals and directly to workers, in accordance with receiving country law, and shall not be delayed, deferred, or withheld.

Only deductions authorized by receiving country law are permitted and, if made or provided, shall only occur with the fully informed written consent of workers.

Clear and transparent information in writing shall be provided to workers about hours worked, rates of pay, and the calculation of legal deductions in a language they understand for every pay cycle.

All workers must retain complete and independent control over their earnings.

Wage deductions must not be used as a disciplinary measure, or to keep workers tied to the employer or to their jobs. Mandatory savings schemes are expressly prohibited. Workers shall not be held in debt bondage or forced to work in order to pay off a debt.

Deception in wage commitments and payment arrangements is prohibited.

Working Hours

Workers shall not be forced to work in excess of the number of hours permitted by receiving country law. Where the law is silent, normal working hours shall not exceed eight per day and forty- eight per week, and total working hours, including overtime, shall not exceed sixty.

All overtime shall be voluntary, unless otherwise required in a legally recognized collective bargaining agreement.

No worker shall be made to work overtime under the threat of penalty (including denying the opportunity for future overtime work), dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet production quotas.

Freedom of Movement

Workers' freedom of movement shall not be restricted except for legitimate concerns for worker safety. Workers shall not be physically confined to the workplace or related premises, such as employer- or broker-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.

Harassment, Abuse, and Discipline

The workplace shall be free of any form of harsh, abusive, or inhumane treatment.

The use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family, or co-workers is strictly prohibited.

Disciplinary policies and procedures shall be clearly defined and communicated to all workers in a language they understand.

Grievance Procedures

An effective confidential grievance procedure shall be established to ensure that any migrant worker, acting individually or with other workers, can submit a grievance or complaint, including anonymously, without fear of retaliation of any kind. All grievances must be fully investigated.

Appendix 3 – Sample Labour Broker Audit Checklist

This appendix supports implementation of standard:

A.3. Third Party Labour Brokers > A.3.2 Pre-selection Due Diligence, and A.3. Third Party Labour Brokers > A.3.4 Labour Broker Audits

General Profile of the Labour Broker and its Operations

- What is the name and address of the labour broker?
 - The names of its owners and their nationalities?
 - The names and addresses of other labour agencies operated by the owners?
- Do the owners of the labour brokerage have any other businesses?
 - What are the names, locations and nature of those businesses?
- How many years has the labour broker been in the business of supplying manpower?
- What are the main services that the labour broker provides?
- What types of migrant workers does the labour broker provide?
 - Do these include professional, skilled, semi-skilled or low-skilled migrant workers?
 - In what industries does the labour broker place migrant workers?
- Does the labour broker work with local partners in each country where it provides labour?
 - Who are the local partners the labour broker works with for the facility in?
- Has the labour broker ever paid money to a facility to “win” a contract for labour provision?
- For how many years has the labour broker provided migrant workers to this particular facility?
- Does the contract signed between the labour broker and the facility contain clauses on social compliance, such as measures to prevent forced labour and human trafficking?

General Profile of the Migrant Workers Placed by the Broker

- How many migrant workers has the labour broker placed with the facility?
- What are the countries of origin of the migrant workers placed with the facility? o How many workers are from each country?
 - What is the duration of contracts?
- Does the labour broker have a complete list of migrant workers placed with the facility, including the following information:
 - Names;
 - Workstation, department, or shift;
 - Date of hire;
 - Home country address of workers and phone numbers; and
 - Emergency contact information.

Legal History and Social Compliance

- Is the labour broker legally registered and licensed to operate in each country from which it?
- What aspects of the labour broker's business are audited or inspected by local government authorities?
 - How often does this audit or inspection occur?
- What system does the labour broker have in place to ensure that it stays up-to-date on new legal and regulatory developments concerning migrant workers in the country or countries where it places workers?
- Does the labour broker have an implementing structure, an accountable officer, and clear procedures to guarantee that its policies are compliant with relevant laws?
- Has the labour broker ever been cited or penalized by local or foreign authorities for any reason relating to its practices within the last five years?
 - If yes, have these conditions been corrected to the satisfaction of the inspecting/citing authority?
- Are there any civil or criminal legal actions against the owner(s) pending? o If yes, what are the details of this action?
- Does the labour broker have a code of conduct that explicitly prohibits forced labour and human trafficking, and sets out protective measures for migrant workers?

Recruitment and Hiring Process

- What is the step-by-step process used by the labour broker for recruiting migrant workers, including:
 - Information about recruitment and applicant selection;
 - documents processing;
 - the contracting process and signature of employment contracts;
 - recruitment fees;
 - pre-departure briefing
- Does the labour broker have measures in place to ensure that its representatives and sub-agents working on its behalf provide migrant workers with true and accurate details about working, employment and living conditions at the time of recruitment?
- Does the labour broker provide pre-departure briefings and training to migrant workers in order to review:
 - contractual obligations;
 - employee and employer rights and obligations;
 - terms and conditions of work;
 - living conditions;
 - company policies;
 - grievance mechanisms in place for workers

Recruitment Fees and Expenses

- Do migrant workers' pay a fee in their country of origin or the receiving country for labour-broker services?
- How much do they have to pay, and what do these fees cover?
 - Reservation or Commitment Fee
- Is this amount returned or refunded to the worker if he or she is not selected for employment?
 - Service, Placement or Recruitment Fee
- Is this fee paid up-front and directly to the labour broker, or is it deducted from the worker's salary at the facility?
 - Processing of Travel Documents, Visas and Work Permits
- Is a separate fee charged for this or is this included in the recruitment fee?
 - Registration for Skills Testing or Certification
- Is this charge included in the recruitment fee or do workers' pay for this directly to the government labour broker providing the service?
 - Mandatory Physical, Health or Medical Tests Required by Sending and Receiving Country
 - Language Training or Pre-departure Briefing or Seminar
 - Air Travel or Other Transportation Costs
- Are such costs included in the recruitment fee, paid by the worker up-front, or paid by the facility?
 - Security Deposit
 - Other Fees
- Does the labour broker provide workers with a written itemised breakdown of the fees?
- Upon arrival at the place of employment, are workers charged additional fees by the labour broker or its local partners, for example a labour brokerage fee or security deposit that is paid on-site?
- Does the labour broker or facility deduct a portion of the recruitment fee from migrant workers' salaries?
- Are migrant workers required to pay a deposit to sign an employment contract?
 - How much is the deposit, and is it paid to the labour broker, facility or both?
 - Under what circumstances and how do workers get their deposit back?

Employment Contracts

- Who are migrant workers under contract to: the labour broker, the facility, or both?
- Are employment contracts with migrant workers signed in the country of origin, upon arrival at the location of employment, or both?
- How does the labour broker guarantee that migrant workers understand the contents of the employment contract before they sign it?

- Is the contract written in a language that migrant workers understand?
- Are migrant workers given a copy of their signed contract?
- What measures does the labour broker have in place to ensure that its representatives and sub-agents do not misrepresent the nature of the job offered at the time of recruitment or hiring?
- Does the labour broker have measures in place to ensure that the original contracts signed by migrant workers are not amended in any way by the facility, representatives of the labour broker itself, or its local partner in the receiving country, unless to improve upon the migrant worker's originally anticipated employment conditions?
 - Are such changes made only with the full knowledge and consent of the migrant worker concerned?

Document Retention

- Does the labour broker, its local partner or facility ever hold migrant workers' passports or other valuable items (e.g. bank books or ATM cards)? If yes, is this legally required?
- If the labour broker, its local partner or facility holds passports for legal reasons or by request of the worker:
 - Do workers have unrestricted access to them at any time?
 - Are workers provided with an exact copy of the documentation when it is not in their possession?
 - Has the labour broker, local partner or facility nominated a responsible person to ensure that workers have free access to their documents upon demand?
 - Does the labour broker notify workers of these conditions and procedures in advance?

Deposits

- Are migrant workers ever required to pay a security deposit or bond of any kind to the labour broker, its local partner or the facility during the recruitment process or at any other time during employment?
- How much is this deposit or bond?
 - When and how is this money returned to workers?

Wages and Wage Deductions

- Does the labour broker, its local partner or facility pay migrant workers?
 - If the labour broker or its partner pays workers, when and at what frequency are they paid?
- Are wage payments ever delayed or withheld?
 - If yes, under what circumstances has this occurred?
- Are migrant workers given a pay slip or wage statement on payday?
 - Does this pay slip clearly indicate wage calculations and any deductions made from their salary?

- How does the labour broker ensure that migrant workers are paid at the same basic rate as local workers?
- Does the labour broker make any deductions or withholdings from workers' pay? o If yes, how much is deducted, and what do these deductions cover?
 - Are these deductions stipulated in workers' contracts?
 - Are they made with workers' knowledge and consent?
- Does the labour broker or its local partner deduct for meals or housing?
 - If yes, do migrant workers have the option to withdraw from food and housing provisions?
- Does the labour broker ever provide loans to migrant workers for recruitment fees? o What amount is provided?
 - What is the interest rate on the loan and the financing period?
 - Are loan agreements or advances concluded with the full knowledge and consent of workers?
- If migrant workers borrow money from the labour broker, how do they pay the loan back?
 - Is it paid in cash to the labour broker or facility, deducted from pay checks, or another method?
 - How much do workers' pay monthly, and how many months do they have to pay for?
- Does the labour broker, local partner or facility deduct any amount from workers' salaries as part of a savings program?
 - How much is deducted? Is this deduction voluntary?
 - Are savings kept at a bank account in the country of origin or the receiving country?
 - Do workers have full control and access to their savings at all times?
 - Does anyone else have access to workers' savings or authority to withdraw money?
 - When do workers get their savings back?

Compulsory or Involuntary Overtime

- Are workers ever required by the labour broker, its local partner or the facility to work more over- time than allowed by national law?
 - What are the circumstances of such requirements?
- When overtime is necessary, are workers free to refuse it?
 - Does the labour broker or facility ever punish workers for refusing to work overtime?

Freedom of Movement and Personal Freedom

- Does the labour broker or its local partner place any restrictions on migrant workers' freedom of movement in the workplace?
 - What are these restrictions and the reasons for them?
- Does the labour broker provide accommodation to migrant workers as part of its service?
 - What is the name and address of the dormitory or hostel?
- Are migrant workers required to live in such facilities or are they free to reside elsewhere?

- Do migrant workers' pay for this accommodation? o How much do they pay per month?
 - Is the amount they pay equal to or lower than market rates?
 - How do workers' pay for this accommodation?
- Are there any restrictions on movement for migrant workers within such accommodation or outside working hours?
 - Does the accommodation have a curfew?
 - Are workers allowed to receive guests or visitors?

Workplace Discipline

- Who is responsible for workplace discipline in the facility?
 - Are there any parties aside from the facility involved in disciplining workers, for example the labour broker or its local partner, or a dormitory?
- What steps are taken for disciplining a worker?
 - Are monetary fines ever levied for misconduct?
 - If so, under what circumstances, for what types of offense, how much is charged, and how are these payments made?
- Do disciplinary sanctions ever involve compulsory work?
 - If they do, under what circumstances does this occur?
- What types of misconduct carry the penalty of dismissal and repatriation?
 - Does the labour broker have a clear process that includes credible investigation before workers are terminated and repatriated?
- Are there any penalties for migrant workers who quit before their contract expires?
 - In such cases, who pays for their return airfare or transportation?
- Are there any penalties for migrant workers who are terminated before their contract expires?
 - In such cases, who pays for their return airfare or transportation?

Threat of Violence and Intimidation

- Does the labour broker have a clear policy that strictly prohibits the following: o Verbal abuse, harassment or intimidation?
 - Physical abuse, corporal punishment?
 - Sexual harassment or abuse?
- Have there been any instances of such abuse involving a labour broker representative or local partner?

Grievance Procedure

- Has the labour broker nominated a representative to receive and process complaints from migrant workers?
 - Does this representative speak the language(s) of migrant workers?
- Does the labour broker have an assigned unit or staff representative to receive and process?
- What are the labour broker's procedures for dealing with harassment and abuse?
 - Do these include reporting, investigation, follow-up and sanctions?

Resignation and Termination of Employment

- What is the labour broker's policy and procedure for resignation?
 - Are migrant workers free to resign at any time?
- Are there any penalties for migrant workers who terminate their contract before its end date?
 - What are those penalties?
- Does the labour broker or its local partner use any deceptive or coercive means to restrict workers' freedom to terminate employment?

Appendix 4 – Newly Arrived Migrant Worker Interview Checklist

This appendix supports implementation of standard:

A.7. Arrival Orientation > A.7.3 Monitoring of Labour Broker Practices

Resignation and Termination of Employment

- How many labour brokers were involved in migrant workers' recruitment in the country?
- What is the name and address of each labour broker or agency involved in the country of?
- At the time of recruitment, was the worker given accurate details about the job location, contract duration, anticipated earnings, working and employment conditions on the job, and living conditions?
- Did the worker participate in a pre-departure briefing?
- If yes, what did that briefing include?
 - Recruitment fees and expenses
 - Contractual obligations;
 - Terms and conditions of work;
 - Rights and responsibilities on the job, and those of the employer;
 - Living conditions;
 - Company policies; and/or
 - Grievance mechanisms that are in place for the worker on the job?
- Upon arrival in the receiving country, did the worker:
 - Receive accommodation;
 - Undergo a medical examination; and/or
 - Open a bank account?
- Did the worker receive an arrival orientation on the Supplier's human resources policies? If yes, what was addressed during the orientation?
 - Regular wages and hours;
 - Vacations, sick and personal leave;
 - Overtime hours and rates;
 - Grievance procedures;
 - Health and safety policies;
 - Benefits and deductions;
 - Discipline and termination;
 - Harassment and abuse
- Was the worker given a copy of the Supplier human resources policies or employee handbook?
 - If yes, was this handbook written in a language that the worker understands?
- Are the Supplier policies, procedures and work instructions communicated to workers in a language they understand?

Fees and Expenses

- Did the worker pay a service, placement, or recruitment fee to the labour broker in the sending country?
 - If yes, how much was this fee?
 - Did the worker pay a fee to an individual or sub-agent of the broker?
 - If yes, how much was this fee?

- Did the worker pay a reservation or commitment fee?
 - If yes, how much was this fee?
 - Is the amount refundable and, if yes, when is it refunded?
 - If no, is the amount deducted from the total cost of the recruitment fees charged

- Did the labour broker provide the worker with a written itemized breakdown of the fees and expenses paid?
 - If yes, what did the fees and expenses cover?
 - How much was each fee or expense?

- Who arranged for the processing of the worker's required travel documents, such as work permit, visa, and passport?
 - Was a fee charged for this service?
 - If so, how much was this fee?

- Did the worker pay fees for any of the following:
 - To register for a skills test or certification
 - For language-training
 - For medical or physical examination; and/or
 - For a pre-departure briefing?

- How much did the worker pay for travel costs (airfare or another mode of travel)?
 - Was this cost included in service or recruitment fees charged by the labour broker, or paid directly to a travel agency?
 - Will return travel be paid by the employer or worker?

- Was the worker required to pay a labour broker's fee in the receiving country?
 - If yes, how much was this fee?

- Did the worker pay a security deposit of any kind, such as a bond?
 - If yes, how much did the worker pay?
 - What was this deposit or bond for?
 - To whom was it paid?

- Was the worker required to pay any sort of levy or tax to obtain the job?
 - If yes, how much and to whom?

- Were any fees, expenses, levies, deposits or bonds charged to the worker paid up-front, or are these deducted from his or her pay?

- Did the worker have to borrow any money to pay for recruitment fees and expenses?
 - If yes, how much was borrowed?

- From whom did the money come?
- Is there an associated interest rate and, if yes, how much is this?
- How does the worker repay the loan?
- What is the repayment schedule?

Contracts of Employment

- Did the worker sign an employment contract for the job?
 - If yes, with whom was the contract signed: the facility or the labour broker?
- Were the terms of the employment contract explained to the worker?
 - If yes, who explained these terms to the worker?
 - Does the worker fully understand the terms and conditions of the contract?
 - If no, what parts are not understood?
- When and where was the contract signed (e.g. prior to departure or upon arrival at the facility)?
- In what language is the contract written and does the worker understand that language?
- Was the worker given a copy of the contract to review prior to signing?
 - Once signed, was he or she given a copy of the signed contract?
- Did the worker have to sign two sets of employment contracts?
 - If yes, were both sets the same in content and, if no, how were they different?
 - Were these differences explained to the worker, and what was the reason?
- Are the details contained in the worker's employment contract consistent with the details that were provided at the time of recruitment?
 - If not, what has changed?
- Are the actual terms and conditions on the job consistent with those that are described in the employment contract?
- Was the worker's original contract amended in any way following signature?
 - If yes, do these amendments improve or worsen the worker's employment conditions?
 - Were these amendments made with the worker's prior knowledge and informed, written consent?
- Was the worker pressured or threatened in any way into accepting the job or any of the terms included in the employment contract?
- Under what conditions can the contract be renewed?

Document Retention

- Did the worker submit any original copies of government-issued identification, passports or work permits to the facility or receiving country labour broker?
 - If yes, what was submitted (e.g., passport, residency permit, work authorization, identity documents, ATM or bank card, or other travel documents, for example the return portion of travel tickets)?
 - What was the reason for this?

- Are personal documents withheld due to legal requirements or did the worker request that the facility or labour broker hold them?
 - Do workers have free and unhindered access to their documents?
 - What is the procedure for getting the documents back?
 - Are workers given an exact copy of the document when it is not in their possession?
 - Does the facility or labour broker nominate a responsible person to ensure that workers have free access to their documents upon demand?
 - Were workers given advanced notice of these requirements and procedures?
 - Have workers ever encountered lengthy or otherwise burdensome prerequisites when accessing their passport or other personal documentation?

- Do workers have free access to a locked, secure storage space for their personal documents and valuables?

Deposits

- Did the worker pay a security deposit or bond of any kind during the recruitment process?
- Has a fee or bond been paid by workers at any other time during the employment relationship?
- If yes, is answered to either of these questions:
 - How much was the fee paid?
 - To whom was it paid?
 - When does the worker expect to get the deposit back?
 - What are the conditions under which the amount is returned?

Appendix 5 – Worker Accommodation

This appendix supports implementation of standard:

B.10 Worker Accommodation > B.10.1; B.10.2; B.10.3; and B.10.4

The quality of accommodation, dining and washroom facilities provided to migrant workers shall be the same for all nationalities.

Worker dormitories provided by Supplier or a third-party shall be clean and safe and provide reasonable living space.

Supplier shall provide workers with reasonably accessible potable water and clean toilet facilities. Supplier provided dining, food preparation, and storage facilities shall be sanitary.

Living Accommodations

1. Dormitory cannot be set up within the same building that houses large volumes of flammable gas or materials, boilers, kilns, or machines that create strong vibrations or noise.
2. Separate sleeping accommodations shall be provided for each gender. If sleeping accommodations for men and women are in the same building, separate rooms shall be provided for each gender.
3. Comfortable beds, cots, or bunk beds with padding shall be provided for each dormitory resident. Dormitory sleeping rooms shall use double-deck bunk beds or single beds only. Triple-deck bunk beds are prohibited. Sharing beds is prohibited except within individual family accommodations.
4. Minimum clearance between upper and lower bunks of double-deck beds should be no less than 0.7 meters.
5. Dormitory sleeping rooms shall offer no less than 3 square meters of individual living space per occupant. Individual living space is a place that include the provisions for private storage of personal effects for each individual inside the room but should exclude the inside washing room area and balcony area.
6. The minimum space between bunk beds should be 1.2 meters. The width of the passage between two bunk beds parallel to each other shall be no less than 0.7 meters.
7. No more than 8 individuals shall occupy one dormitory sleeping room.
8. Dormitory sleeping rooms shall have adequate and private arrangements such as personal closets or bins for storing clothing and toiletries. Dormitory rooms shall be equipped with secure storage for storing valuable personal effects and documents.
9. Dormitory sleeping rooms shall have adequate heat and ventilation.
10. Dormitory sleeping rooms (not including partitioned areas) shall have at least one window or skylight opening directly to the outdoors.

11. Durable, insect-proof, rodent-proof, clean containers in good condition shall be provided adjacent to each housing unit for the storage of garbage and other refuse.
12. Dormitory sleeping rooms, common use rooms, hallways, stairways, and yard shall have adequate lighting.

Toilet and Shower Facilities

1. Supplier shall not place any undue restrictions on the use of toilets.
2. Toilets or privy seats for each gender shall number not less than one per 15 residents, with a minimum of one such unit for each gender in common-use toilet facilities.
3. Except within individual family accommodations, separate toilet facilities for men and women shall be provided.
4. If toilet facilities for men and women are in the same building, at least one solid wall from floor to ceiling shall separate them.
5. Toilet facilities shall be visually marked with “men” and “women” in the native language of the persons expected to access the toilet facilities.
6. Common-use toilet facilities shall be well lighted, well ventilated, clean, and sanitary. These toilet facilities shall be located within 200 feet (60 meters) of each dormitory sleeping room inside the dormitory building.
7. Supplier shall provide both hot and cold pressurized water showers for the use of all occupants. These shower facilities shall be clean and sanitary and located within 200 feet (60 meters) of each dormitory building.
8. There shall be a minimum of one showerhead per 15 persons. Showerheads shall be separated by at least one meter.
9. Separate shower facilities shall be provided for each gender and must be designated “men” or “women” in the native language of the persons expected to use the facilities.
10. If shower facilities for both genders are in the same building, at least one solid wall from the floor to ceiling shall separate them.

Dining and Food Preparation

1. All food made available to workers shall be prepared, stored, and served in a safe and sanitary manner in accordance with all applicable laws and regulations.
2. Food options should respect workers dietary restrictions and cultural or religious taboos.
3. All areas of food preparation shall meet the hygiene and sanitary standards specified in applicable laws and regulations.
4. Sanitary licenses and permits and inspection records shall be maintained and posted in areas of food preparation and serving as per applicable laws and regulations.

5. The canteen, kitchen and each floor of the dormitory should have a sufficient number of emergency exits (2 or more) in order to provide evacuation needs in emergency cases

Drinking Water

1. Supplier shall provide access to potable water, in accordance with applicable law, in sufficient quantity for all dormitory residents and available within 200 feet (60 meters) of each dormitory sleeping room.
2. Potable water must be tested at least annually and must be safe to drink. Potable water test reports must be maintained or posted as required by applicable law and regulations.
3. The drinking water shall be marked in workers' languages for identification.
4. It is not allowed for workers to share a common cup. All workers should be provided with their personal cup to drink from.
5. Non-drinking water (such as industrial water or the water used in case of fire) should be marked in migrant workers' languages for identification

Appendix 6 – Migrant Worker Employment Policy Implementation Checklist

This appendix provides an overview of the general steps towards implementing TFG London's Migrant Worker Employment Policy.

Step 1: Develop and communicate corporate policy commitment

Step 4: Implement critical recruitment and selection process

Step 2: Select ethical labour brokers

Step 5: Ensure freedom of movement

Step 3: Apply 'No fees' policy and reimbursement

Step 6: Ensure all other worker protections are met

Step 1: Develop & Communicate Corporate Policy Commitment

- Corporate policy manual should include prohibitions and protections described in A.1 Supplier Policy Commitment. Appendix 2 contains a sample Policy.
- Communicate the Policy Commitment to third party labour brokers involved in the recruitment and employment of migrant workers.
- Get a signed acknowledgment from labour brokers to confirm receipt and understanding of policy.

Step 2: Select Ethical Labour Brokers

- Develop a labour broker due diligence process in accordance with A.3.2 Pre-Selection Due Diligence.
- Use labour broker due diligence process to find ethical labour brokers that meet Supplier standards.
- Review and revise service agreements with existing labour brokers
- Conduct regular audits of labour brokers in accordance with A.3.4 Labour Broker Audits. Refer to the sample Labour Broker Audit Checklist in Appendix 3.

Step 3: Apply "No Fees" Policy & Reimbursements

For Suppliers Who Will Hire Migrant Workers After June 1, 2015

- Meet with existing labour brokers to communicate the new policy and negotiate a fair labour broker fee structure, inclusive of legally required fees (medical exams, visas, work permits etc.) for migrant workers hired after June 1, 2015.
- Where existing brokers are unable or unwilling to comply with the requirement that the Supplier pays fees and expenses in accordance with A.3 Fees and Expenses, Supplier should seek out alternative brokers.

For Suppliers Who Hired Migrant Workers Before June 1, 2015 That Continue To Be Employed On or After June 1, 2015

- Assemble a list of the recruitment fees and expenses legal limits in order to prepare to reimburse existing migrant workers with a date of hire before June 1, 2015 working at the Supplier's facility on or after June 1, 2015 who paid fees and expenses in excess of the applicable legal limits. These listings are available on the web sites of relevant government agencies in most sending and receiving countries.

Step 4: Implement Critical Recruitment and Selection Process

- Plan for Supplier staff to be more directly involved in recruitment activity in the sending countries such as:
 - selecting and supervising sending country labour brokers in accordance with A.2 Third Party Labour Brokers
 - attending the pre-departure briefing of migrant workers in accordance with A.5 Pre-Departure Briefing
 - ensuring that the contract of employment is explained to migrant workers and signed in accordance with A.6 Contracts of Employment
- Design and implement an arrival orientation process, in accordance with A.6 Arrival Orientation, that is managed by Supplier staff.

Step 5: Ensure Freedom of Movement

- Provide migrant workers with individual secure storage for identity, travel, and other legal documents.
- Return any original identity, travel, or legal documents to workers immediately after legally required visa or work permit processing by government agencies.
- At all other times, ensure migrant workers retain possession and control of their personal identity documents at all time.
- Ensure no policies, such as deposits, monetary disciplinary deductions or early contract termination penalties, are in place that would lead to debt bondage.

Step 6: Ensure All Other Migrant Worker Protections are Met

- Review existing Corporate Policy Manual, Code of Conduct, and facility practices for consistency with the protections contained in B. Before Employment and C. After Employment.
- Identify gaps and develop an action plan to remediate.