



Migrant Labour Policy

Purpose

Migration for work is becoming an increasingly permanent feature in today's labour market. Growing inequality has added the incentive, and in some cases created a need for people to explore economic opportunities in other regions within their country and for some, those opportunities are abroad.

The Very Group modern slavery programme identifies the risks to migrant workers which may occur through unscrupulous labour brokers and/or recruitment agencies. Our programme has found that migrant workers in our supply chain are commonly found where there are well established immigration routes, where local labour availability is declining and where conflict or economic hardship forces migration.

This Policy is intended support The Very Group suppliers and factories understand the steps they need to take to responsibly recruit migrant labour and safeguard their wellbeing before, during and after employment.

Definition

Migrant Workers:

- International migrants: A person employed in a state in which they are not a national
- Domestic migrants: A person employed in a foreign region within their national state to which they have travelled

Recruitment agent: An employment agency, labour recruiter, labour broker or any other third party responsible for sourcing, selection, hiring, transportation and/or supply of migrant workers in either sending or receiving countries.

- Sub-agent: A third party employed by a recruitment agent to aid in the recruitment process this can include sourcing, selection, hiring and transportation of migrant workers

Our Requirements

We require all suppliers and factories in our supply chain and business operation to adopt and implement this policy. The standards in this policy are aligned to the [Dhaka Principles for Migration with Dignity](#). We expect all our suppliers to monitor their own supply chains with regards to the responsible recruitment and ongoing employment of migrant labour, full transparency must be provided on current practice and any challenges to comply with our requirements should be shared immediately.

Use of Recruitment Agencies

1. Where possible, suppliers/factories should avoid using recruitment agencies and instead hire workers directly.
2. If using a recruitment agency to hire migrant workers, the supplier/factory must ensure that it works with a reputable government-registered recruitment agency (where a licence is issued by the relevant authority).
3. Recruitment agencies must not charge directly or indirectly, in whole or in part, any fees or costs to workers (ILO Convention 181 Art. 7 (1))
4. The supplier/factory must have a written contract with the recruitment agency expressly stating that no fees shall be paid by the worker to the recruitment agency or any other person/organisation. This contract must fully explain the hiring practices and detail the services which the agency will provide
5. Suppliers/factories should ensure that labour agents or brokers are aware of the factory's policy and recruitment requirements on subjects of child labour, forced and prison labour and discrimination.
6. Suppliers/factories should require labour agents or brokers to provide documentation specifying the policy/procedure taken to ensure that all workers are hired voluntarily, and that no underage workers are hired, and no discrimination is applied in recruitment (e.g. on basis of age or gender).
7. The recruitment agent must provide full transparency of its recruitment supply chain, including written details of the use of any sub-agents and the terms of engagement between the agency and its sub-agents.



8. Suppliers/factories must arrange an annual evaluation of the recruitment agent either themselves or through an independent party to ensure the above steps are being followed.

Recruitment of Migrant Workers

The Supplier/factory is prohibited from employing migrant workers who are not legally permitted to work in the receiving country.

Migrant workers under the age of 18 must not be recruited either directly or via recruitment agents. The supplier/factory must conduct verifiable due diligence on worker documentation to ensure no workers under 18 are being recruited.

1. Suppliers/factories must ensure that they adhere to the law of the land of the host country and the country of origin of the Migrant Worker, as well as to the core conventions of the ILO, during the Migrant Worker application process.
2. Suppliers/factories must pay all costs, including recruitment fees, renewal fees, travel or other costs associated with the recruiting/repatriation and use of migrant workers and maintain accurate records of these costs. The migrant worker must not have to pay a deposit to obtain employment.
3. Suppliers/factories must carry out checks to ensure that migrant workers have not paid any fees to agents or sub-agents as part of the recruitment process.
4. Suppliers/factories (including its employees and representatives) must not accept any reimbursements, financial inducements or other amounts from any recruitment agency or other person involved in the recruiting process. Suppliers/factories must not charge back or accept reimbursement from any foreign contract worker to recover any fees paid by the Supplier/factory in the recruitment or hiring of the worker.
5. Any health checks required for employees must be at the cost of the Supplier/factory. Feedback to the Supplier/factory on health checks of applicants should merely indicate the worker's fitness or otherwise to undertake the job and cannot be used for discriminatory purposes.
6. For international migrants somebody representing the supplier should visit the sourcing country prior to any migrant worker recruitment and ensure workers have a full understanding about factory facilities, terms & conditions, documentation etc. prior to travelling.
7. The supplier/factory must ensure that no original ID documents of the migrant workers, items of value or currency are retained by the supplier, factory or agent.
8. All conditions of employment for migrant workers must be the same as those afforded to local workers.
9. The employment contract for the migrant worker must be directly between the Supplier/Factory and the worker, NOT with the recruiting agency or labour broker and must be legally enforceable.
10. The Supplier/factory is responsible for ensuring that each Migrant Worker receives prior to departure, a detailed employment contract in a language that the worker understands. The Employment Contract should specify: employers name and address, employee's name; date of birth; passport number; nature of the work and place where it will be performed; length of contract; occupational category; the method and responsibility for costs of transporting the migrant worker to the host country and back; gross pay rates to be paid; overtime wage rates to be paid; bonuses and allowances; all legal deductions; any and all benefits to be provided, including but not limited to medical coverage, sick leave, annual leave and holidays; maximum allowable overtime hours consistent with the laws of the country; grievance, harassment and disciplinary processes; a detailed summary of the living conditions including the address, costs (if any) for meals and accommodation; length of the contract; the grounds on which the contract may be terminated; This is not an exhaustive list and additional information can be included.
11. If the Migrant Worker is illiterate, the terms and conditions contained within the contract and other employment policies of the factory, including workers' right and obligations, must be clearly explained to them in their own language.



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12. The Supplier/factory should sign the employment contract with each Migrant Worker in the worker's home country and countersign the contract a second time when the Migrant Worker arrives in the host country, to help guard against any additional charges or changes being raised by a recruitment agent.
13. The Supplier/factory must not impose any additional terms or requirements on the migrant worker after the employment contract is signed unless expressly required by law. Where new terms have been introduced, the supplier must ensure that such terms are fully understood and accepted by workers.
14. The Supplier/factory must ensure that their Code of Conduct covers all workers.
15. The Supplier/factory must issue an Employee Handbook to all workers in a language that workers understand. Training should accompany the handbook to ensure full understanding and give workers the opportunity to ask questions and seek clarification.
16. The Supplier/factory must train supervisors and managers to ensure that they understand the kind of behaviour that is not acceptable. This training should include guidance on avoiding intimidation, threats, sexual harassment, discrimination etc.
17. The Supplier/factory must maintain Migrant Workers' personnel, financial and all business records on site and allow the worker access to these if requested.
18. The Supplier/factory must always allow the worker to retain his or her passport, identity papers and work permits. Only photocopies shall be kept on file. NB: If it is a legal requirement in the host country to retain a worker's passport, then a system must be implemented to allow the Migrant Worker access to his/her passport at their request.
19. Migrant Workers must be able to return home for any reason and at any time without fear of reprisal from the supplier, factory or recruitment agent and without incurring additional debt.
20. The Supplier/factory must maintain records of all migrant workers employed at each facility, including the date of arrival, contract terms, employment history, anticipated and actual date of return and migrant worker recruitment fees, for at least five years, or as required by law.
21. The Supplier/factory must pay at least the legally mandated minimum wage to all of its workers. The Supplier must review the level of wages and benefits on a regular basis to ensure that workers' wages are sufficient to meet their basic needs and those of their families and to provide some discretionary income.
22. The Supplier/factory must not withhold any guarantee money, 'runaway insurance', surety bond, commitment or membership or reservation fees, deposits or recruitment fee sums from pay at any time.
23. The Supplier/factory must provide all wages and benefits directly to all workers and not to any third party. The pay slip must be clear and in a language that the workers understand. If workers are paid on a piece rate basis, the wage calculations shall be clear and the employer must check that workers understand it.
24. Where the host country laws allow deductions from the workers' wages for "savings", the Supplier/factory must ensure that such deductions are strictly voluntary and supported by the written consent of the workers. Savings must be placed in the individual worker's savings account. Workers must be able to monitor and have access to these accounts at any time.
25. Where applicable the supplier/factory shall assist the worker with any necessary visa extensions or renewals. Any costs relating to this should be borne by the supplier/factory not the worker.
26. The Supplier/factory must have a policy in place regarding the treatment and care of Migrant Workers who are injured at work, become ill or pregnant. Health and safety policies and procedures must be communicated to all workers.
27. All accommodation provided to Migrant Workers must be of a safe and decent standard and meet all local building regulations and The Very Group code of conduct requirements. The supplier/factory must also ensure that recreational facilities are provided for workers.
28. The Supplier/factory must have someone on-site who can communicate fluently in the languages of the Migrant Workers and of the factory management.



29. The Supplier/factory must ensure that there is a grievance and disputes procedure in place and that Migrant Workers are aware of this. Where there is a trade union present in the factory they should be made aware that they can raise grievances and issues with the union rep. This will allow the Migrant Workers to let the factory know if they are unhappy about their supervisors or about any of their working and/or living conditions.

30. The supplier/factory must ensure all sums owing are paid to the worker prior to their return to the home country. If suppliers and/or factories are found to have breached any of the above, then The Very Group reserve the right to suspend the relationship until these issues are rectified. If suitable progress is not made in remediating issues found, then The Very Group may cease our trading relationship with the supplier and blacklist the offending factory.

The Very Group Responsibilities

The Very Group commit to working in partnership with suppliers and factories who follow the above procedure and will support suppliers in ensuring that migrant workers are recruited responsibly.

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1.2	March 2022	Carly Bilsbrough Head of CSR	March 2023