



# PANGAIA

## Migrant Worker Policy

## **PANGAIA Migrant Worker Policy**

At PANGAIA, we recognise that our industry relies heavily on the contributions of migrant workers who play a crucial role throughout the value chain. Many factors can influence or force people to migrate in search of security, opportunity and employment. Migrant workers may be found in supply chains where local labour availability is declining, where there are well-established immigration routes through agencies, or where there are high levels of immigration e.g. due to economic hardship or conflict.

This policy is the minimum standard that applies to all PANGAIA partners - vendors, suppliers, agents, distributors, factories, mills, processing facilities, farms and any associated subcontractors, subsidiaries and other suppliers who contribute to PANGAIA's products (henceforth referred to in this policy as 'Suppliers') must meet. All Suppliers shall uphold this policy, or have a similar policy of their own, and are responsible for disseminating to their suppliers and any approved subcontractors to ensure that these principles are adhered to.

### **Our Commitment**

We recognise the importance of ensuring fair and ethical treatment of migrant workers throughout our operations and supply chain. We are committed to safeguarding the rights and wellbeing of migrant workers, promoting their welfare, and fostering an inclusive and respectful work environment. As such we support the principles outlined in the Dhaka Principles for Migration with Dignity to ensure that migrant workers are recruited ethically, live and work in a dignified and decent manner, and are inclusively treated in the factory workforce and local community. Our commitment applies equally to international, refugee and domestic migrant workers.

PANGAIA's Code of Conduct applies equally to all workers regardless of migration status and all workers should be treated with dignity, respect and afforded the protections included in our Code of Conduct.

### **Supply Chain Responsibilities**

Suppliers must comply with all applicable international, national, local and other relevant laws and regulations, including the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families, ILO Convention 97 on Migration for Employment and ILO Convention 143 on Migrant Worker, and the Dhaka Principles for Migration with Dignity. For international migrants, Suppliers should ensure that they adhere to the applicable national law in both the destination country and country of origin of migrant workers. Where there are differences or conflicts with local law, the Supplier should apply the provision which offers greater benefit to the worker.

Suppliers are responsible for carrying out due diligence on the employment of migrant workers in both facilities under their control or subcontracted facilities, including recording origin of worker, whether they are directly or indirectly recruited, and have legal right to work. Throughout the supply chain, Suppliers must have zero tolerance of modern slavery including; forced, bonded labour, and human trafficking.

### **Right to Work**

Suppliers are responsible for ensuring that all migrant workers are employed responsibly, this means that migrant workers are employed legally (including obtaining work permits where required by local law), not indebted to recruitment agencies, and that their legal rights are protected. Suppliers must keep informed on the immigration legislation and legally required rights and permits to work in their operating locations. Suppliers should help migrant workers enrol in obligatory state social security and taxation systems, and help workers to set up bank accounts, as necessary.

Where Suppliers identify migrant workers employed in their supply chain who are undocumented or have no legal right to work, these migrants should not be terminated, discriminated against or threatened with

deportation. The employer should explore ways to bring such workers back into legal working status, meanwhile ensuring they are afforded all rights and entitlements. If gaining legal working status is not possible due to the law or lack of regulation, the employer should assist with their repatriation if feasible and safe. Workers must be consulted in this situation throughout the process and have the final say.

## **Employment Conditions & Documentation**

Migrant workers should be given a clear understanding of the employment and living conditions prior to signing a contract. Migrant workers must be provided with clear, written employment contracts in a language they understand, outlining their rights, responsibilities, and terms of employment. All contracts, any policies or handbooks, must be in the workers' own language or in a language they can read. For international migrants, the full contractual details should be accurate and explained prior to the worker leaving their country of departure. In the case that the worker is illiterate, the contract should be verbally explained in the workers' native language.

There must be no adverse retention of documents, meaning that no identity papers, including passport, ID documents, visa or equivalent papers, bank/savings cards or books, or certification of qualification should be held by Suppliers. Only photocopies should be kept on file. Where workers ask that these are held for safekeeping, documents must be made available to the concerned worker within 24 hours. A written record of the workers' agreement to this must be kept on file.

Suppliers must ensure that migrant workers are treated inclusively and not discriminated in wages, working hours, representation, safe and decent working conditions, access to remedy or workplace policies and procedures. Suppliers are responsible for ensuring their policies are inclusive, equitable and fair to migrant workers. Efforts should be made by the Supplier to integrate all migrant workers into the local context, focusing on inclusive practices and respecting cultural differences.

All wages should be paid on time, regularly, and direct to the worker (preferably through bank transfer) and not through a third party. There shall be no unlawful deductions, and no fees incurred from recruitment. Any wages owed must be paid in full on the end of contract, before the migrant worker returns home.

Suppliers must support migrant workers' right to freedom of association, where this is not possible parallel means should be supported. Suppliers must ensure that migrant workers are represented on worker committees, health and safety committees and in all other workplace communications. Suppliers should encourage migrant workers to join unions, worker committees and to participate in collective bargaining processes.

Training, including health and safety training must be given in a language that the worker understands, including all signs and information. If a translator is needed, then neutral and reliable translation services should be utilised and freely available. Suppliers should ensure that migrant workers are given a basic explanation of employment rights including how to raise a concern, grievance or access remedy as part of their induction. Grievance mechanisms must be transparent and accessible that allows all workers, including migrant workers, to report any concerns, complaints, or instances of misconduct without fear of retaliation. These grievances should be addressed promptly, impartially, and with confidentiality.

As for every worker, all work is voluntary and migrant workers shall be free to terminate their employment or seek work elsewhere upon reasonable notice without penalty.

## **Recruitment**

To safeguard workers from mistreatment through exploitative recruitment practices, PANGAIA prefers that migrant workers are employed directly by Suppliers. The hiring and recruitment of workers should be conducted in an open and safe manner. If private recruitment agencies or third party agents are used then the Supplier must rigorously check that recruitment is reputable and responsible, and not exploitative, ensuring that methods such as debt, bondage, and low earnings are not used. Suppliers should maintain direct communication with workers throughout the recruitment process to prevent exploitation and misinformation.



Suppliers must establish appropriate due diligence and monitoring programmes in advance of recruitment, to screen any recruitment agents used to select, recruit, and/or transport foreign migrant workers to their workplace. Suppliers should also keep copies of contracts between each party (e.g. agent and sub-agent) for their records and to show to auditors, if needed.

PANGAIA supports the principle that the employer always pays, which means no worker should pay for a job and the costs of recruitment should be borne by the employer. This includes workers not paying recruitment fees, deposits to obtain employment or have any charges deducted from their wages. Suppliers should cover the full cost of transit to and from the migrant workers' home country to the host country from an agreed point of departure. This includes but is not restricted to: inbound/outbound airfare/transportation costs, visa expenses, health checks, work permits, registration fees or any other fees.

## **Living Conditions**

Accommodation used by migrant workers should be safe and hygienic with lockable storage for the safe retention of documents. Good practice is to show potential workers a video of working and living conditions. No Supplier or Landlord should confine workers to their living quarters or restrict freedom of movement outside of working hours.

If dormitories are provided by the Supplier, the buildings should be included in third party audits and regularly risk assessed for meeting health and safety requirements. Migrant workers should also be able to give feedback on ways to improve living accommodation.

## **Transparency and Collaboration**

Suppliers are expected to be transparent with PANGAIA on the employment of migrant workers in all factories and subcontractors. Where requested by PANGAIA, Suppliers should provide information on the number of migrant workers employed, whether they are international or domestic migrants, how they were recruited and the origin of the workers.

We recognise that monitoring the employment conditions and recruitment practices of migrant workers can be challenging and involves ongoing commitment. Because of the social, economic and political complexity of migration we value the insight and information shared by Suppliers. PANGAIA recognises that potential negative issues that could be faced by or impact migrants can only be addressed through partnership and collaboration with NGOs and other brands.

## **Remediation**

PANGAIA is committed to working collaboratively with Suppliers and will provide support and encouragement to Suppliers working towards becoming more responsible. PANGAIA commits to support and work with Suppliers if they are facing genuine difficulties complying with this policy. Where possible PANGAIA will provide support and advice to Suppliers who fully disclose the presence of migrant workers in their facilities, or identify other risks, to assist with the above commitments being kept. If we discover standards which do not adhere to this policy PANGAIA will advise recommendations and will work with the Supplier to set out a corrective action plan. For any queries, feedback, disclosures, or whistleblowing please contact: [impact@thepangaia.com](mailto:impact@thepangaia.com)

## **Definitions**

**Agency workers:** An agency worker has an employment contract with an agency but works temporarily for an employer.

**Casual workers:** An employment arrangement that does not have regular or systematic hours of work or an expectation of continuing work. A typical casual employee is employed on a daily basis when the need arises.

**Direct employment:** An arrangement where a Worker is employed directly by the Supplier.

**Domestic migrants:** A person who is engaged or has been engaged in a remunerated activity for which they have travelled to a foreign region of their national state specifically for employment.

**Indirect employment:** An arrangement where a Worker continues to be employed or managed by a third party such as a recruitment agency or labour provider while they are working for the Supplier.

**Intermediary:** Intermediary is defined as any person(s) or organisation not directly employed by the supplier who is involved in the sourcing of Homeworkers, distribution or collection of home work or other roles contributing to the completion of work by Homeworkers.

**International migrants:** A person who is engaged or has been engaged in a remunerated activity in a country, nation or state of which they are not a national.

**Recruitment agent:** A private employment agency, labour recruiter, labour broker, subagent, or any other third party involved in the recruitment, selection, hiring, transportation, and/or management of Migrant Workers in either sending or receiving countries.

**Refugees:** A refugee is a person who has fled their own country because they are at risk of serious human rights violations and persecution there. The risks to their safety and life were so great that they felt they had no choice but to leave and seek safety outside their country because their own government cannot or will not protect them from those dangers. Refugees have a right to international protection.

**Short-term contracts:** Workers in short-term employment are workers who hold explicit or implicit contracts of employment which are limited to a certain period of time and are shorter than regular employees.

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

**Supplier:** Factories, suppliers, licensees, partners, agents and any other party who supply Ted Baker with goods or materials for sale.

**Temporary workers:** An employment situation where the working arrangement is limited to a certain period of time.