

BURBERRY MIGRANT WORKER POLICY

INTRODUCTION:

Burberry is committed to ensuring that all workers within its supply chain are treated fairly and ensuring that labour rights are upheld.

Unfortunately, migrant workers can be vulnerable to unfair working conditions, exploitation and forced labour.

This policy outlines how Burberry expects its Business Associates, to treat migrant workers in their own companies and throughout their supply chains.

Burberry encourages its suppliers to review the [Guide to Implementing the Dhaka Principles](#), for specific step by step guidance to introducing best practice policies and processes. To enable this, we have referenced the relevant Dhaka Principle, throughout the policy.

Burberry recognises that Business Associates may require support to comply with this policy, Burberry is committed to supporting all Business Associates on their journey of improvement to ensure all migrant workers are treated fairly and with dignity.

This policy is based on:

- The Ethical Trading Initiative (ETI) Base Code
- The United Nations Universal Declaration of Human Rights
- The Fundamental Conventions of the International Labour Organisation (ILO)
- International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families
- The Dhaka Principles for Migration and Dignity

Burberry requires its Business Associates to respect the above principles and conventions, and adhere to the provisions within Burberry's Migrant Worker Policy.

LEGAL REQUIREMENTS

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

DEFINITIONS

"Business Associates" as defined in the Burberry Responsible Business Principles.

"Migrant workers": A person who is engaged or has been engaged in a remunerated activity in a state

of which he/she is not a national.

“Recruitment agents”: Migrant recruiters, also known as labour brokers or recruitment agencies, are intermediaries that supply migrant workers for the use of other business enterprises, usually on the basis of agreements with these user enterprises as well as agreements with the migrant workers concerned. They perform various functions, which can include matching migrant workers to jobs in other parts of the country or abroad, arranging for visas, making travel arrangements, and providing pre-departure orientation or training. The term ‘labour brokers’ is sometimes used to apply to organisations that, in addition to recruiting migrant workers also manage them at the job site. Migrant recruiters should be legally recognised and duly authorised to conduct all of the functions they perform. However, there are migrant recruiters that are not legally recognised business enterprises and that do not necessarily carry out activities in accordance with applicable law.

REFERENCES

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A. OVERALL PRINCIPLES

1. EQUALITY

- *Dhaka Principles – Core Principle A – All workers are treated equally and without discrimination.*
- I. Each worker should have the same rights and terms and conditions of employment as national or local workers employed by the Business Associate, including (but not limited to) being eligible for the payment of a national living wage (unless otherwise stipulated by law, such as in relation to social security benefits).
 - II. All workers should be treated equally and without discrimination.
 - III. Migrant workers should be treated no less favourably than other workers performing the same or similar work.
 - IV. Moreover, migrant workers should be protected from any discrimination that would constitute a violation of human rights.
 - V. Employers should not discriminate against migrant workers on the basis of ethnicity, gender, national or social origin, caste, age, politics, religion, sexual orientation, union membership,

disability, health (e.g. HIV), pregnancy, or any other status, in line with local and national labour law, or international human rights standards where these provide more protection for the worker.

- VI. Migrant workers should have appropriate access to training, promotional opportunities, working hours, pay, overtime, benefits, healthcare, union rights, and collective bargaining agreements without discrimination. Disciplinary procedures and termination policies should be fair, transparent and based on an equal treatment principle.
- VII. Medical or pregnancy testing should not be used as a means of screening applicants for employment, and only conducted where required by the law. The results should only be used for legally required purposes, or to make suitable provisions, e.g. in accommodation or healthcare provision.

2. LEGAL PROTECTION

- *Dhaka Principles: Core Principle B – All workers enjoy the protection of employment law*

- I. All workers enjoy the protection of employment law. Migrant workers should have a legally recognised employment relationship with an identifiable and legitimate employer in the country where the work is performed.

3. AGE

- I. Migrant workers under the age of 18 should not be recruited.
- II. It is the employer's responsibility to ensure due diligence in avoiding recruitment of migrants under the age of 18 years.
- III. Suppliers/partners and their recruitment agents must have procedures in place to verify each migrant workers' age as a part of the recruitment process.
- IV. Suppliers/partners and their recruitment agents should have a remedial procedure in place to manage any cases where a migrant worker under the age of 18 was recruited. For more information, please see Burberry's Child and Young Worker Policy.

B. RESPONSIBLE RECRUITMENT PRINCIPLES

1. RECRUITMENT AGENTS

- I. Where possible, the Business Associate should avoid using recruitment agencies, and instead recruit workers directly. If using a third party, the Business Associate should work with a government registered recruitment agency where possible.
- II. The Business Associate should have clear contracts with, and ensure that any agency they use adheres to the Burberry Ethical Trading Code of Conduct and this Migrant Worker Policy. The Business Associate will pay the agency all legally allowed fees. The Business Associate should also keep copies of contracts between each party (e.g. agent and sub-agent(s)).
- III. The recruitment agency should provide full details of the use of any sub-contractors or sub-agents used to hire workers.

2. FEES

- *Dhaka Principles: Principle 1 – No fees are charged to migrant workers*

- I. The employer should bear the full costs of recruitment and placement.
- II. Migrant workers should not be charged any fees for recruitment or placement outright or through wage deductions.
- III. If any worker already employed by the Business Associate has previously paid for any Recruitment Fees, the Business Associate shall reimburse such worker for any fees paid by the worker. If by law, the worker is required to pay any fee, any Excessive Fees will be reimbursed by the Business Associate where the worker can provide documentation and receipts of the fee paid.
- IV. The Business Associate should not retain any Recruitment Fees from the worker's wage. Furthermore, the Business Associate should not retain any money from the worker or deduct money from the worker's wages including but not restricted to levies, deposits or guarantee monies (sometimes known as runaway insurance), or compulsory savings schemes.
- V. The Business Associate is responsible for additional fees not covered by a recruitment agency incurred during migration for the employment of a worker including, but not restricted to: inbound airfare/transportation costs, outbound airfare transportation costs, visa expenses, visas, health checks, work permits, registration fees or any other fee.
- VI. The Business Associate (including all employees and representatives or any person affiliated with the Business Associate) should not accept any reimbursement or bribe from any recruitment agency or other person or organisation involved in the recruitment of any worker.

3. RIGHT TO WORK

- I. Business Associates must ensure that migrant workers have all documentation required by law to work in the country of work.
- II. In the event that migrants are employed who do not have adequate evidence of the legally required documentation, the Business Associate should support the worker, and cover the cost of obtaining the required legal documentation and right to work.
- III. In the event that a worker is unable to obtain legal right to work, the Business Associate is responsible for the cost of humane repatriation, if the worker chooses to return to their home country.

4. CONTRACTS

- *Dhaka Principles: Principle 2 – All migrant worker contracts are clear and transparent*

- I. Migrant workers should be provided with written contracts in a language each worker understands, with all terms and conditions explained clearly, and the worker's assent obtained without coercion. Where the worker is illiterate, the contract and terms of employment should be fully explained to the worker.

- II. Contracts should include the criteria included in Appendix 1 of this policy: [Migrant Worker Employment Contracts Checklist](#).
- III. Contracts should be signed, prior to deployment (migration), and adequate time should be allowed so the full implications of the contract can be understood. Contracts should be signed at least 7 days prior to departure. Contract signing at the border entry or point of arrival, or any time thereafter should be prohibited.
- IV. On arrival, contracts, terms and conditions should be checked for consistency with the contract agreed at the time of recruitment by a workers' representative.

5. ORIENTATION

- I. Migrant workers should receive adequate orientation relating to living and working in their host location. Migrant workers should receive the employer handbook and/or work regulations in a language they understand.
- II. Orientation programme should include: basic job training, health and safety information, production requirements, legal rights and responsibilities, workplace policies, rules, disciplinary systems, and communications systems, grievance channels and processes, living conditions and, if applicable, dormitory rules, basic local language skills, culture and common practices, advice about safe sex, reproductive health, and HIV/AIDS prevention, awareness of and prevention skills related to most relevant diseases.
 - For more information, please see: [BSR Migrant Worker Management Toolkit](#)

C. RESPONSIBLE RECRUITMENT

1. INTEGRATION

- I. Suppliers/partners should encourage 2-way communication with their migrant workforce in making integration comfortable, mutually beneficial and sustainable.
- II. The Business Associate should assign a worker conversant in both the migrant worker's language and management language to coordinate communication. Where there is no worker with such skills, the Business Associate should employ an onsite worker coordinator who is conversant in the languages of the migrant workers and management languages. This worker coordinator should not be involved in the recruitment process, these roles should be clearly separated.
- III. Communication should be facilitated between the workers and their families by providing using low cost systems. Free provision of computer and WIFI access should be considered. Where grievance systems are reliant on smart technology access to WIFI must be provided. This can be limited to break-times and communal locations.

2. POLICIES

- *Dhaka Principles: Principle 3 – Policies and procedures are inclusive*

- I. Migrant workers' rights should be explicitly referred to in employer and migrant recruiter public human rights policy statements, relevant operational policies and procedures addressing human rights responsibilities.

3. DOCUMENT RETENTION

- *Dhaka Principles: Principle 4 – No workers' passports or identity documents are retained*
- I. Migrant workers should have free and complete access to their own passport, visa, identity documents, ATM or credit cards, banking book and residency papers, and enjoy freedom of movement.
 - II. Migrant workers should have access to individual, safe, lockable storage for important documents and other valuables.

4. REMUNERATION

- *Dhaka Principles: Principle 5 – Wages are paid regularly, directly and on time*
- I. Migrant workers should be paid what they are due on time, regularly and directly.
 - II. Final wages and any redundancy or equivalent payment, if applicable, should be paid in full at the end of the contract before the worker leaves.

5. WORKER REPRESENTATION

- *Dhaka Principles: Principle 6 – The right to worker representation are be respected*
- I. Migrant workers should have the same rights to join and form trade unions and to bargain collectively, as should other workers.

6. WORKING CONDITIONS

- *Dhaka Principles: Principle 7 – Working conditions are safe and decent.*
- I. Migrant workers should enjoy safe and decent conditions of work, free from harassment, any form of intimidation or inhuman treatment.
 - II. They should receive adequate health and safety provision and training in relevant languages.

7. LIVING CONDITIONS

- *Dhaka Principles: Principle 8 – Living conditions are be safe and decent.*
- I. Migrant workers should be able to choose whether to live in company-provided housing or to make their own living arrangements.
 - II. Living or overnight accommodation should be separate from any manufacturing facilities or any production floors and should be safe and fit for purpose.
 - III. Migrant workers should enjoy safe and hygienic living conditions, and safe transport between the workplace and their accommodation.
 - IV. All accommodation provided by the employer to migrant workers should be safe, clean and hygienic, with potable and running water, adequate sanitary facilities, as well as temperature-control equipment where necessary.

- V. Buildings should meet all laws concerning multiple occupancy dwelling and local building regulations.
- VI. Migrant workers should not be denied freedom of movement, or confined to their living quarters.

8. ACCESS TO REMEDY

- *Dhaka Principles: Principle 9 – Access to remedy is provided*
- I. Migrant workers should have access to judicial remedy and to credible grievance mechanisms, without fear of recrimination or dismissal.
- II. All workers should have access to judicial or non-judicial grievance mechanisms beyond the company level, including legal complaints procedures. Migrant workers should not be denied access to consular services.
- III. Suppliers/partners should provide access to workplace level grievance mechanisms, administered by themselves, Burberry, independent NGOs, trade unions or in collaboration with others.

9. FREEDOM TO CHANGE EMPLOYMENT

- *Dhaka Principles: Principle 10 – Freedom to change employment is respected, and safe, timely return is guaranteed.*
- I. Freedom to change employment is respected, and safe, timely return is guaranteed. Migrant workers should be guaranteed provision for return home on contract completion and in exceptional situations. They should not, however, be prevented from seeking or changing employment in the in the host country on completion of first contract or after two years, whichever is less.
- II. Where migrant workers terminate their contract early, there must be no penalty for doing so except where established in the worker's original contract, and the worker must be given access to all savings and receive the usual assistance in repatriation.

APPENDIX 1: Migrant Worker Employment Contracts Checklist

Employment contracts should include:

- The worker's name, date of birth, birthplace, nationality, and other unique identity information, e.g. passport number, place and date of issue, and expiry.
- The worker's emergency contact details.
- A basic job description
- Identification of the site of employment.
- The duration of the contract and renewal conditions. The renewal conditions should make it clear that the employer will bear the full costs of extending working visas and other costs associated with contract extension.
- A comprehensive breakdown of all legitimate recruitment expenses (e.g. travel, medical checks and travel documents) to be covered by the employer. The contract should make it clear that no recruitment or placement fees will be charged to the worker.
- Regular hours of work, expected overtime, frequency of rest days, and holidays. It should spell out the maximum amount of overtime hours permitted consistent with national law or the prevailing industry practice whichever is the least onerous.
- Basic, overtime, and holiday rates of remuneration, and an estimate of the worker's minimum monthly net pay.
- A clear explanation of the means of payment of the salary to the worker.
- A list of all bonuses and allowances where they exist, as well as any non-cash compensation and work-related benefits, such as medical and social security benefits and sick, emergency, and annual leave.
- Outline of sickness and employment injury compensation, and emergency medical care procedures.
- A clear description of all the conditions and the level at which the employer may make deductions from remuneration. Agreed deductions, such as for accommodation, food, medical care, should be reasonable.
- No provisions that would prohibit or have the effect of discouraging workers from exercising their right to form or join trade unions and to bargain collectively subject to applicable laws and regulations.
- Describe the working and living conditions, including any costs for accommodation, food and transport, any curfews and/or any restrictions on freedom of movement arising from local laws or legitimate security concerns.
- A reasonable notice period stipulated for the termination of the employment contract by the employer and the worker.
- Any reasons for which a contract may be prematurely terminated.
- Outline of complaints and grievance mechanisms systems, and a settling of dispute clause.
- Clauses guaranteeing safe and timely return home at the end of contract, or during the contract in emergency situations.