

## **BURBERRY MIGRANT WORKER POLICY**

Burberry is committed to respecting migrant workers' rights and upholding the following principles and conventions on which this policy is based:

- 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

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

### **1. BASIC PROVISIONS**

- I. The Business Associate cannot use illegal immigrants anywhere in its supply chain. Each worker must have all documentation required by law to work in the country of work.
- II. In the event that illegal immigrants are hired or the Business Associate is unable to provide adequate evidence of the legally required documentation, the Business Associate is responsible for the cost of humane repatriation of the illegal immigrant if he/she so chooses.
- III. The Business Associate must comply with all Laws including for the avoidance of doubt, in both the Sending Country and the Receiving Country relating to any worker.
- IV. The Business Associate should ensure that it establishes and keeps an up-to-date list of all workers it employs, including but not limited to: contract terms, basic employment history, location of origin and a record of the recruitment fees paid by the Business Associate on behalf of the worker.
- V. In the case of workers whose residence permit or visa is tied to their employment contract, the Business Associate should also record the workers' details of arrival date and date of departure. Such documentation should be available at the Business Associate's premises for review on request by Burberry at any time. The Business Associate should retain such information for at least 3 years after the date of departure of the worker or for a longer period if required by applicable law.

### **2. RECRUITMENT AGENCIES**

- 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. The Business Associate will pay the agency any and all legally allowed fees. The Business Associate should also keep copies of contracts between each party (e.g. agent and sub-agent) to show to auditors on behalf of Burberry if needed.
- III. The recruitment agency should provide full details of the use of any sub-contractors or sub-agents used to hire workers.

### **3. RECRUITMENT FEES**

- I. Workers should not pay recruitment fees. The employer should bear the full cost of recruitment and placement. The Business Associate must pay all legally allowed Recruitment Fees in relation to each worker in the nation state, Sending Country and in the Receiving Country.
- II. The Recruitment Fees should not be passed onto the worker and should not be deducted from the worker's wages.
- 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 Excessive Fees<sup>1</sup> 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 in the Sending Country and the Receiving Country 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. 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.

### **4. DISCRIMINATION**

- I. All workers should be treated equally and without discrimination. Each worker should have the same rights and terms and conditions of employment as national or local workers employed by

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<sup>1</sup> Excessive fees defined as those that exceed 1 month of the worker's salary

- 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. Health checks carried out on any worker should only indicate a worker's ability to carry out the duties for which the worker has been employed or in order to comply with any Laws. Health checks should not be used for pregnancy testing or any other forms of discriminatory practice unless required by applicable law.
  - III. Workers should not be discriminated against on the grounds of ethnicity, gender, religion, age, sexual orientation, caste, political views or health in accordance with the Laws. The workers' employment conditions should be no less favourable than those that apply to locals to the area or nationals of the Receiving Country including but not limited to remuneration, accommodation, social security payments and membership of trade unions. Allocation of employment, roles, tasks, overtime, shifts, availability for work and training opportunities should also match local workers.

## **5. REMUNERATION**

- I. All wages should be paid regularly, on time and in full. 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 for the Sending Country.

## **6. RETENTION OF DOCUMENTS**

- I. No worker's identity papers, including his/her passport, visa or equivalent papers, ATM, cards, bank / savings books or certificates of qualification should be held by the Business Associate or any third party.
- II. Each worker should keep his/her passport or papers with his/her personal belongings. If any worker requires safe keeping of his/her passport or papers, the Business Associate should provide such safe keeping by secure lockers in the worker's dormitory or living area and each worker should retain the key to his/her own locker.

## **7. REPATRIATION**

- I. Any worker shall have the right to leave any Receiving Country, and return to the Sending Country at any time.
- II. The Business Associate must pay for the worker's return to the Sending Country on expiry of the worker's contract of employment with the Business Associate, or in the event that the worker wishes to terminate his/her contract of employment with the Business Associate (except where the worker's contract of employment is terminated by the Business Associate due to illegal conduct) mid-contract. This should be included as part of the workers' contract.

## **8. CONTRACT OF EMPLOYMENT**

- I. All workers' contracts should be clear, accurate and transparent. All workers should understand the full details of the contract of employment *before* the worker leaves the Sending Country.
- II. In the case that the worker is illiterate, the contract must be clearly explained to the worker in his/her native language *and* the worker must be provided with a written version with at least 1 week to consider its terms.
- III. All Laws regarding contracts should be followed.

In the case of workers' whose residency permit of visa is tied to the employment contract,

- The contract of employment of each worker must be enforceable in the Receiving Country
- Each worker should receive a copy of the contract of employment to review in their own language, at least 1 week before the worker is required to sign the contract in the Sending Country.
- The Business Associate should ensure that each worker signs a contract of employment in the worker's own language and receives a copy of the employment contract signed by the Business Associate and any agents before leaving the Sending Country.
- The worker shall keep such contract with him/her before the worker leaves the Sending Country. This shall be the responsibility of the Business Associate.

In the case of all workers,

- The contract of employment and its terms cannot be changed after the worker has either signed the contract, or once the worker has arrived in the Receiving Country, unless any changes are required by Law of the Receiving Country or the changes are mutually agreed between the worker and the Business Associate.
- The Business Associate and the worker should re-sign the same contract of employment once the worker has arrived in the Receiving Country. It is the Business Associate's responsibility to ensure that each contract of employment for a worker complies with the Ethical Trading Code of Conduct (available to access on Burberry World).

As a minimum, the contract of employment for each worker should cover the following issues:

- Personal information of the worker including name, date of birth and passport number;
- Term of the employment;
- Type of work to be performed, and details of any training programme required, and any tests which must be passed in the Receiving Country;
- Wages, including overtime rates to be paid;
- Maximum working hours and maximum overtime work hours permitted at work;
- Benefits provided including accident and medical insurance and any legally required

- pensions and other benefits;
- Any deductions to be taken. Deductions can only be taken if required by Law (e.g. for taxes, social security and pensions);
  - Expected minimum net pay per month;
  - Accurate details of living conditions including costs such as transportation and food;
  - Grievance, harassment and disciplinary procedures in the place of employment;
  - Details of how and when the employer will pay the costs of transporting the worker back to the Sending Country;
  - All of the Business Associate rules and any grounds for termination of the contract of employment.

## **9. LIVING TERMS**

- I. The Business Associate cannot impose any written or unwritten workplace or accommodation rules that are in violation of any Laws or international covenants of human rights, including the United Nations Declaration of Human Rights.
- II. The Business Associate should retain no rights regarding the use of the monies earned by the worker nor can the Business Associate prevent any worker from using such monies in whichever way the worker sees fit. This may include, but is not limited to, personal transportation and means of communication. Each worker should have complete autonomous control of his/her own earnings and funds.
- III. Living or overnight accommodation should be separate from any manufacturing facilities or any production floors and should be safe and fit for purpose.
- IV. Workers should be free to choose whether to live in company provided housing or to make their own arrangements. Any accommodation provided by the employer should be safe, clean and hygienic with potable and running water. Buildings should meet all Laws concerning multiple occupancy dwelling and local building regulations. Any charge for accommodation should be fair and reasonable and not more than prevailing market rate for equivalent accommodation
- V. Workers should not be confined to their living quarters or have their freedom of movement restricted in any way.
- VI. If needed, safe travel between company accommodation and the workplace should be provided or ensured.
- VII. 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.

## **10. RECOMMENDATIONS**

- I. The Business Associate is encouraged to develop its own policies and practices that go beyond the required minimum to ensure good labour practices.

- II. It is encouraged that the Business Associate prepares visual materials so that workers might view accurate working and living conditions in the Receiving Country.
- III. The Business Associate is encouraged to put aside a fund equivalent to the cost of one transport ticket for a worker to return to the Sending Country.