



C&A Migrant Labour Guideline

This guideline defines migrant labour as follows:

- A person who is engaged in a remunerated activity in a country of which he or she is not a national
- Refugees and displaced persons in so far as they are workers employed outside their home country

Migrant workers contribute to growth and development both in their countries of destination and countries of origin. Improper employment practices for migrant workers can lead to unsafe and unacceptable working conditions ranging from wage discrimination, poor working conditions, lack of access to social protection and abusive recruitment practices to bonded or forced labour and trafficking.

In C&A, we believe that protecting labour rights and promoting safe and secure working environments for all workers, including migrant workers, is important to safeguard their dignity and rights. We acknowledge that monitoring and improving employment practices and working conditions for migrant workers can be challenging. We are fully committed to co-operating with our suppliers in order to address migrant labour risks in workplaces.

This guideline outlines the responsibility of our suppliers and their production units. They shall meet fundamental principles for the employment of migrant workers as outlined in the ILO Conventions¹ and comply with local labour laws and our Code of Conduct.

C&A expects from its suppliers and production units to show utmost care and attention to all associated compliance risks before, during and after a migrant worker is settled in his/her new workplace. All C&A Code of Conduct provisions are applicable on top of these guidelines.

Process:

The migrant labour employment process often starts with an employment agency, which manages the employment process on behalf of a contracted company willing to employ labour from outside the home country. In some cases, production units engage directly with potential migrant workers through individuals, e.g. an experienced senior worker.

Pre-Employment:

- The supplier shall only work with reputable and legally registered employment agencies.
- The supplier shall have a written contract with the employment agency explicitly pointing out that no fees shall be paid by the worker to the agency or any other person/organization.
- The contract between the supplier and the employment agency shall explicitly outline all other details related to hiring practices and service provided.
- The employment agency must disclose any potential use of sub-contractors or sub-agents.
- The supplier must share a copy of their own Code of Conduct (where available) and of C&A Code of Conduct with the agency.
- The supplier shall assess whether the employment agency complies with all requirements set out in this guideline.
- The employment contract shall be signed between both parties before migrant workers leave their home country to final workplace destination.
- The supplier shall ensure that the employment contract is in the native language of migrant workers.

¹ **The guidelines are based on following guidance documents (review)**

Migration for Employment Convention (Revised), 1949 (ILO Convention No. 97)
Migration for Employment Recommendation (Revised), 1949 (ILO Convention No. 86)
Migrant Workers (Supplementary Provisions) Convention, 1975 (ILO Convention No. 143)
Migrant Workers Recommendation, 1975 (ILO Convention No. 151)
Private Employment Agencies Convention, 1997 (ILO Convention No. 181)



- The employment contract shall be signed directly between the supplier/factory and the migrant workers.
- In case a migrant worker is illiterate, the supplier shall ensure workers' rights, working conditions, living conditions and all other obligations are clearly explained to him/her in his/her native language.

Employment:

- It is unacceptable to employ migrant workers who do not possess relevant legal permission to work in the country.
- It is the supplier's responsibility to compensate all associated costs for the employment of the migrant worker, including but not limited to employment fee, renewal fee, travel and any other associated costs (excluding passport issuing).
- It is unacceptable to request a deposit pay for the employment. The suppliers must have control measures in place to ensure that no such fees or deposits are imposed on the migrant workers.
- The supplier shall not ask for reimbursement from the workers or charge back any cost of employment to the workers.
- It is unacceptable to impose any additional requirements on the workers once the employment contract is signed unless explicitly required by law.

Details of the Employment Contract:

- Terms and conditions of employment for migrant workers shall be the same as for local workers.
- The employment contract shall specify
 - Name of employee
 - Date of birth
 - Passport details
 - Job description
 - Agreed contracted wage
 - Overtime rates
 - Bonuses or allowance
 - All other benefits including means of transportation from home country to host country and back
 - All entitled legal deductions
 - All holiday and rest benefits
 - Where applicable detailed description of living (dormitory) conditions, allowances for meals, domestic transportation
 - Conditions of termination
 - Any other relevant law abiding requirements

Management Systems:

- The production unit shall communicate all health & safety requirements in the factory as well as policies and procedures to the migrant workers in a language they can understand. Notice board notifications and warning signs shall be translated into the native language of migrant workers.
- The production unit shall keep records of the migrant workers' personnel files, working and payment records unless it is restricted by law (data protection and privacy). Even under such circumstances, the production unit shall provide full access to these documents for review by the C&A SSC team within a reasonable timeframe.
- Supplier must maintain a translated copy of the original labour contract by certified translator.
- The production unit shall pay at least the legal minimum wage set to all workers in the operating country. Workers shall have full control over the wages they earn.
- The production unit shall provide all wages and benefits directly to the migrant workers and not to any other third party or intermediary. Provided payslips shall be clear and understandable for the migrant workers. If wages are set as piece rate, the production unit shall explain the calculation to the workers.



- The production unit shall identify a staff member on-site who can communicate fluently with the migrant workers. Worker representatives in the production unit need to ensure the migrant workers' specific issues are handled and communicated with the management.
- In the case of labour contract termination, the migrant worker shall be paid according the terms in his/ her contract, including the return trip to the home country.