

## Migrant Worker Policy

**Migrant Worker:** A person who migrates or who has migrated from one country to another to seek employment.

Migrant workers are especially vulnerable to human rights violations, including forced labor, exploitation, discrimination and workplace safety. This policy is intended to protect the welfare and rights of migrant workers.

Vendor must have detailed policies and procedures in place to ensure all migrant workers are provided with fair employment, which includes training for workers to understand the terms of their employment, freedom of movement, policies that allow the worker to freely resign or return home, and benefits and wages that are paid in accordance with local laws. Policies must also include the process for managing all aspects related to migrant worker recruitment. Vendor must ensure migrant workers are treated equal to local workers at all times and in all respects in accordance with PEI's Vendor Code of Conduct and Standards.

### STANDARDS

#### 1. Eligibility & Contract

- a. Vendor is required to ensure migrant workers are legally authorized to work prior to departure from their country of origin.
- b. Vendor must ensure that each migrant worker fully understands the terms outlined in his or her formal written contract prior to the departure. This includes conditions of employment and the reasons for termination. A signed statement acknowledging that the worker has read and understood the contract should be kept on file through the term of employment. The vendor should supply the worker with a copy of the signed contract which must be in the native language of the migrant worker.
- c. Vendor must not revise or update any of the contract terms without prior written consent of the migrant worker. The consent must be voluntary and free of coercion, intimidation or penalty.
- d. Migrant workers shall be free to resign and return to their home country at any time. Vendor must not charge the worker any fees outside what is legally mandated. In addition to any legal requirements of the applicable country, Vendor shall pay return air travel and transportation expenses as well as other reasonable expenses, except under the following conditions:

- the worker was terminated due to illegal conduct;
  - the worker obtains other legal employment in the country; or
  - the worker prematurely terminates their contract; provided, however, Vendor shall pay such expenses if worker terminates due to serious illness of migrant worker (as certified by a medical professional).
- e. Vendor shall pay all outstanding payments and benefits owed to the worker for work performed through the termination date and prior to migrant worker's departure.

## **2. Worker Personal Documents**

- a. The worker who migrates from one country to another is particularly vulnerable to fraud or mistreatment and to restrictions on his or her ability to leave the factory or return home freely. To ensure the worker's freedom, vendor must not retain the worker's personal documents such as travel credentials, passports or residency permits as a condition of employment or for any other reason. If the worker wishes to voluntarily provide these documents for safekeeping, the vendor may assist at their option. Under this circumstance, the vendor must provide continued full access to and return the worker's documents immediately upon the worker's request without restrictions.

## **3. Wages**

- a. All migrant workers must be paid no less than the minimum wage stated by the host country labor laws, and receive all the applicable benefits required by law. All pay deductions must be in compliance with local laws and should be carefully explained to and understood by migrant workers. Relevant wage calculation and accounting documents must be retained on the vendor premises for a minimum of twelve (12) months, or in accordance with the legal requirements of the applicable country.
- b. All migrant workers must be provided with a detailed pay slip showing composition of pay, including applicable legally mandated benefits, deductions, overtime rate, bonuses and allowances in the worker's language.

## **4. Recruitment Agencies and Fees**

- a. A worker must not be required to pay any fees to a vendor or recruitment agent in order to secure or maintain employment. In cases where recruitment agents are used by the vendor, the vendor must ensure the respective service fees paid by the worker are reasonable and within what is legally permitted by the law applicable to the host or home country. To ensure that the vendor is not participating in a program of indentured or bonded labor, worker wages must not be garnished or deducted to repay recruitment agent fees or any other related fees. In the event where it is not possible to pay the recruitment and employment associated fees in advance, Vendor shall reimburse the worker in full and within thirty (30) days of arrival in the host country.

- b. Vendors must take the necessary steps to ensure the recruitment agents, if used, are legitimate, reputable and are in compliance with applicable legal requirements.
- c. Vendors must have an established process to monitor recruitment agents to certify the worker was not required to pay any fees to secure employment nor any fees which exceed applicable legal limits.
- d. Prior to departure from the migrant worker's home country, Vendors must ensure the recruitment agency has provided the migrant worker with a copy of the employment contract including all employment details, conditions of employment, pay structure and fees paid by the Vendor. Additionally, Vendor must ensure that recruitment agencies provide the migrant worker with a complete understanding and acknowledgement of the employment contract, including a copy of the signed contract which must be in the native language of the migrant worker.

## **5. Benefits**

- a. All migrant workers must be provided with benefits required per local laws including, paid holidays, sick and annual leave, etc. Where the local laws are not specific with respect to annual leave, migrant workers are to receive the same number of fully paid holidays as local workers.
- b. Workers have the right to spend non-work hours wherever they choose and curfew time should be reasonable. Where curfews exist, they should apply to both local and migrant workers equally. Where housing/dormitories exist for migrant workers, they must be comparable to local workers' housing.
- c. Vendor acknowledges migrant worker's religious practices and observances and should make necessary accommodations for prayer as well as time off.

## **6. Training**

- a. Vendor must provide training as outlined in the Worker Training Standard and also ensure migrant workers have access to training relevant to local customs, culture and language.

## **7. Coordinator**

- a. Vendor must ensure that there is a coordinator on staff who speaks the language of both the migrant worker and the employer.