

## Policy on Forced Labor and Responsible Recruitment

This document outlines the requirements for the responsible recruitment and fair treatment of migrant workers in our supply chain.

Human trafficking, also known as modern-day slavery, is a form of slavery that can include forced labor, bonded labor, prison labor, sex trafficking and domestic servitude. Reformation believes modern slavery and human trafficking are egregious violations of human rights and we are deeply committed to doing our due diligence to minimize, detect and remediate forced labor and human trafficking within our supply chain.

It is increasingly apparent that one of the greatest drivers of modern slavery, permeating all economic sectors was the exploitation of migrant workers occurring at the hands of unscrupulous recruitment agencies and/or labor brokers.

The Governing Body of the International Labour (ILO) Organization, in its 2014 Recommendations of Supplementary Measures for the Effective Suppression of Forced Labor, calls out the corporate responsibility of “protecting persons, particularly migrant workers, from possible abusive and fraudulent practices during the recruitment and placement process” in combating forced labor. Additionally, in 2016 the Governing Body issued general principles and operational guidelines for fair recruitment stating that companies and public employment services should include “human rights due diligence assessments of recruitment procedures and should address adverse human rights impacts with which they are involved.”

We are committed to the fair treatment of workers in the apparel and footwear supply chains and to eliminating the practice of migrant workers paying recruitment costs and fees to secure their employment. We support the Dhaka Principles for Migration with Dignity to enhance respect for the rights of migrant workers from the moment of recruitment, during employment and through to further employment or safe return. Our Supplier Code of Conduct is based on Global Social Compliance Programme (GSCP) which represents international standards for fair labor conditions and fundamental labor rights including forced labor and responsible recruitment in supply chains. These standards apply equally to permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly, part-time, night workers, homeworkers, young workers and migrant workers. We require that as a condition of doing business with us, suppliers:

1. Agree not to engage in any form of human trafficking or slavery. We describe examples of good management practices for evaluating and addressing risks of human trafficking in their own supply chain, including not using forced or involuntary labor of any type (e.g., forced, bonded, indentured, involuntary prison labor) or illegal child labor.
2. At a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime hours, piece rates and other elements of compensation, and provide legally mandated benefits.
3. Treat all employees with respect and will not use corporal punishment, threats of violence or other forms of physical coercion or harassment. Supplier should have a policy that prohibits inappropriate conduct and a process for employees to report such conduct for supplier’s investigation and resolution.

Additionally, in July 2019 we pledged our support to the joint American Apparel & Footwear Association (AAFA) and FLA industry pledge, committing to working with our suppliers to ensure the following:

1. No worker pays for their job or right to work;
2. Workers retain control of their travel documents and have full freedom of movement; and
3. All workers are informed of the basic terms of their employment before leaving home.

We expect our suppliers to adopt and maintain terms of employment for their employees that comply with local law and our Supplier Code of Conduct and the below provisions addressing factors that are “enablers” or contributors to situations or risks of human trafficking and forced labor. These standards apply equally to permanent, temporary, and agency workers, as well as piece-rate, salaried, hourly, part-time, night workers, homeworkers, young workers and migrant workers.

- **FORCED OR INVOLUNTARY LABOR:** Workers shall not be subject to any form of forced, compulsory, bonded, indentured, or prison labor. All work must be voluntary and workers shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length.
- **RECRUITMENT FEES:** Workers shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents and work visas in both home and host countries. All costs and fees associated with recruitment, travel and processing of migrant workers from their home community to the workplace, including through to return when the relocation is not permanent should be covered by the employer. The employer should pay the costs of recruitment directly to the extent possible. When not possible, or where the migrant worker is legally required to pay a fee or cost directly, the migrant worker shall be reimbursed by the employer as soon as practicable upon discovery.
- **CONTRACTS OF EMPLOYMENT:** Written contracts of employment shall be provided to migrant workers in a language they understand, clearly indicating their rights and responsibilities with regard to wages, working hours and other working and employment conditions. Migrant workers shall be provided with their employment contract prior to departing their home country. The use of supplemental agreements and the practice of contract substitution (the replacement of an original contract or any of its provisions with those that are less favorable) are strictly prohibited.
- **DOCUMENT RETENTION:** Confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation (e.g. passports), is strictly prohibited. The retention of personal documents shall not be used as a means to bind workers to employment or to restrict their freedom of movement.
- **DEPOSITS:** Migrant workers shall not be required to lodge deposits or security payments at any time.
- **HUMANE TREATMENT:** The workplace shall be free of any form of harsh or inhumane treatment. Disciplinary policies and procedures shall be clearly defined and communicated to all workers, and shall not include any inhumane disciplinary measure, including any corporal punishment, mental or physical coercion, or verbal abuse of workers; nor shall they include sanctions that result in wage deductions, reductions in benefits, or compulsory labor. The use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family, or close associates, is strictly prohibited.
- **WORKPLACE EQUALITY:** All workers, irrespective of their nationality or legal status, shall be treated fairly and equally. Migrant workers shall benefit from conditions of work (including but not limited to wages, benefits, and accommodations) no less favorable than those available to country nationals. Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment.
- **WAGES AND BENEFITS:** All workers shall be paid at least the minimum wage required by applicable laws, and shall be provided all legally mandated benefits. Wage payments shall be made at regular intervals and directly to workers, in accordance with national law, and shall not be delayed, deferred, or withheld. Only deductions, advances, and loans authorized by national law are permitted and, if made or provided, actions shall only be taken with the full consent and understanding of workers. Clear and transparent information shall be provided to workers about hours worked, rates of pay, and the calculation of legal deductions. All workers must retain full and complete control over their earnings. Wage deductions must not be used as a disciplinary measure, or to keep workers tied to the employer or to their jobs. Workers shall not be held in debt bondage or forced to work in order to pay off a debt. Deception in wage commitments, payment, advances, and loans is prohibited.

- **WORKING HOURS:** Workers shall not be forced to work in excess of the number of hours permitted in national law. Where the law is silent, normal working hours shall not exceed eight per day and forty-eight per week, and total working hours including overtime shall not exceed sixty. All overtime shall be purely voluntary, unless part of a legally recognized collective bargaining agreement. No worker shall be made to work overtime under the threat of penalty, dismissal, or denunciation to authorities. No worker shall be made to work overtime as a disciplinary measure, or for failure to meet production quotas.
- **FREEDOM OF MOVEMENT AND PERSONAL FREEDOM:** Workers' freedom of movement shall not be unreasonably restricted. Workers shall not be physically confined to the workplace or related premises, such as employer- or recruiter-operated residences; nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom. Mandatory residence in employer-operated facilities shall not be made a condition of employment.
- **GRIEVANCE PROCEDURES:** An effective grievance procedure shall be established to ensure that any migrant worker, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.
- **PRIVATE EMPLOYMENT AGENCIES AND LABOR RECRUITERS:** Companies should hire migrant workers directly whenever possible. When the subcontracting of recruitment and hiring is necessary, companies shall ensure that the labor agencies they engage operate legally, are certified or licensed by the competent authority, and do not engage in fraudulent behavior that places workers at risk of forced labor or trafficking for labor exploitation. Suppliers must have a formal policy and due-diligence process in place for vetting recruitment agencies responsible for the labor supply.

## **ZERO TOLERANCE**

× Situations of forced labor - using coercion or fraud to hire and retain workers - or any involvement in acts of trafficking in humans can have serious consequences for a supplier. For Reformation these are Zero Tolerance issues. If found, we will try to remediate the situation first, ensuring that workers currently in forced or indentured conditions are taken care of and terminate if the situation is not rectified in a timely manner which should be reasonable and defined.

× In many countries trafficking in labor is a criminal offence. Harsh penalties may apply, including substantial fines and a lengthy prison sentence for directors and business owners.

## **Victim Support**

Everyone has the potential to discover a human trafficking situation. If you think that you might have known or identified a victim of forced labor or human trafficking, please visit <https://www.state.gov/j/tip/id/index.htm> or call 1-888-373-7888 for information on how to help and to report a tip.

## **Forced Labor and Responsible Recruitment Benchmarks**

Please find below benchmarks to serve as a basis for establishing and monitoring performance indicators.

### **FORCED OR INVOLUNTARY LABOR**

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- Company policies and practices express a clear prohibition of forced, compulsory, bonded, indentured, and prison labor that applies to all enterprises in its supply chain, including those involved in the recruitment, selection, and hiring of workers.
- Clear and transparent human resource practices on recruitment, contracts, wages and working hours are adopted by the company and its subcontractors to minimize the risk of forced labor and human trafficking.
- The company, or subcontractors acting on its behalf, comply with all relevant local laws and regulations concerning the prohibition of forced labor and human trafficking in each jurisdiction in which they operate.
- The workplace is free of any form of forced, compulsory, bonded, indentured, or prison labor.
- Workers enter into employment freely and employment terms and conditions are agreed to voluntarily, without deception or threat of penalty.
- All work is voluntary.
- Workers have the freedom to terminate their employment at any time without penalty, given notice of reasonable length.

### **RECRUITMENT FEES**

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- The company has a written policy declaring that workers shall not pay any amount to secure a job in their facility.
- The job advertisements from the company include the statement that no fees shall be charged at any phase in the recruitment and hiring process.
- The employer covers all recruitment and processing fees, costs, and expenses, including those associated with securing identity cards, medical certificates and examinations, skills testing, and travel.
- The company has mechanisms to ensure that workers are not charged any amount to secure a job in their facility.
- The company only engages recruiters, agents, and sub-agents who do not charge fees to jobseekers.
- The company, or subcontractors acting on its behalf, has means of informing jobseekers at the point of recruitment that workers do not pay fees or costs for any services directly related to temporary assignment or permanent placement.
- The company or receiving country recruiter has a verification process to ensure that workers are not charged any fees.
- Workers found to have been charged fees are repaid, and contracts with recruiters found to have charged fees are terminated.

### **CONTRACTS OF EMPLOYMENT**

- All candidates are clearly informed of the terms and conditions of employment, and successful candidates are provided a copy of the contract prior to departing their home country.
- All workers are provided a signed copy of their original contract, in a language they understand, prior to departing their home country.
- The company explains the terms and conditions of the contract, and has means to verify that said terms are clearly understood and fully agreed to by the workers.
- Employment contracts clearly specify the rights and responsibilities of workers with regard to wages; hours of work, including regular hours and overtime requirements; days off and annual leave; and disciplinary and other procedures that can lead to termination, as well as appeal procedures consistent with local law.
- The details of working conditions described at the point of recruitment are consistent with the details contained in the employment contract at the time of hiring, and with actual job conditions and responsibilities.
- Company policy prohibits the substitution of original contract provisions with those that are less favorable to the worker. Any amendments made to improve conditions are made with the knowledge and the informed, written consent of the worker.
- Changes to working conditions are made with the knowledge and consent of the worker. Consent is obtained voluntarily and without the threat of penalty. No changes are made that in any way diminish the worker's originally anticipated wages, benefits, or other conditions of work; or place the worker in a position of physical or mental risk or peril, or other form of disadvantage or vulnerability.
- Employment contracts clearly stipulate the rights and responsibilities of each party regarding the termination of employment.
- Employment contracts clearly specify the circumstances in which a worker can terminate his or her contract without penalty, given reasonable notice, and in accordance with national law.

## **DOCUMENT RETENTION**

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- Applicants' or workers' passports, residency or work permits or other personal documents, such as bank books or automatic teller machine (ATM) cards, are not kept or withheld for any reason.
- In the event that personal documents are held by the employer or subcontractor due to legal requirements or upon request by the worker, these are immediately returned to the worker upon demand and without any preconditions. In such circumstances, the employer or subcontractor:
  - Provides workers with an exact copy of personal documentation when not in their possession;
  - Develops written policies and procedures to prevent abuse;
  - Nominates a responsible person to ensure workers have unhindered access to their documents upon demand; and
  - Notifies workers of these procedures.
- Lengthy or otherwise burdensome prerequisites for accessing one's passport or other personal documents, such as written requests, monetary deposits or waiting periods, are strictly prohibited.
- Migrant workers are provided with a locked, secure storage space, accessible without permission or notice 24 hours a day, 7 days a week, for personal documents and valuables.

## **DEPOSITS**

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- Workers are not required to post a bond at the time of recruitment or at any other time during the employment relationship.

- The company policies strictly prohibit the collection of deposits or security payments.
- The company, or subcontractor acting on its behalf, withholds portions of workers' pay only where it is legally required.
- In those cases where migrant workers have opted to participate in voluntary savings schemes facilitated by their employer, such workers have unhindered access to and full control over all savings and monies owed at the time of contract termination.

## **HUMANE TREATMENT**

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- Company policies and procedures prohibit sanctions that impose work or wage deductions as a means to discipline workers.
- No form of compulsory labor is imposed on any worker.
- The policy of the company, or subcontractor acting on its behalf, strictly prohibits the use or threat of physical or sexual violence, harassment and intimidation, and senior management has expressed clear commitment to this policy.
- Effective measures are in place to implement, monitor, and ensure company-wide compliance with this policy.
- There is no evidence of complaints, grievances, or actions taken against the company, its managers or supervisors with respect to violence, intimidation, or harassment in the workplace. In cases where a complaint or grievance has been raised, evidence should show that swift and transparent action was taken to address it.

## **WORKPLACE EQUALITY**

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- All workers, regardless of their national origin, ethnicity, race, or legal status, are treated equally in the workplace.
- Migrant workers are treated no less favorably than country nationals with respect to:
  - Remuneration, hours of work, overtime arrangements, and holidays with pay;
  - Membership in labor unions;
  - Accommodation; and
  - Benefits and social insurance, including social security, maternity and sick leave, disability and employment injury insurance.
- The company, or subcontractors acting on its behalf, explicitly prohibits the abuse of vulnerability of migrant workers, including the threat of denunciation to authorities as a means of coercion.

## **WAGES AND BENEFITS**

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- The freedom of workers to dispose of their wages is not limited in any way.
- Wages specified in employment contracts meet legal or industry minimum wage standards in the country of employment, and wage calculations are equitable and objective.
- Wage payments are not deferred, delayed, or withheld as a means of binding workers to employment.
- Non-cash or "in-kind" payments are not used as a means to create a state of dependency of the worker on the employer.
- Wage rates and payments are calculated with full transparency.

- The calculation and payment of wages, including legal wage deductions, are clearly explained to workers, and undertaken preferably with written worker consent.
- No unlawful or unauthorized deductions are made from workers' wages.
- Wage deductions levied for tardiness or absence are not excessive and are commensurate to the time missed on the job, for example 10 minutes worth of pay for 10 minutes tardiness.
- Wage advances or loans provided to workers, along with related interest rates, comply with the law.
  - Interest rates and repayment terms are fair, such that loans can be repaid in a reasonable amount of time in short installment or financing periods not exceeding the remaining term of the contract;
  - Provision of loans or advances, the calculation of interest rates and wage deductions made for their repayment are made with complete transparency to the worker;
  - The terms of wage advances and their repayment are agreed to by both parties in advance and in written form.
- Jobseekers, applicants or workers are not required to participate in any form of forced or mandatory savings in order to recoup costs associated with recruitment or other services.
- Where the company, or subcontractors acting on its behalf, is required or requested to remit workers' earnings to a third party, this is only done with workers' prior knowledge and full and voluntary consent, and with provision of receipt for full amount remitted.
- If migrant workers are required by law to pay for room and board, such charges:
  - Do not exceed market rates or the rate paid by local workers;
  - Should not aid companies or subcontractors in earning a profit at workers' expense; and
  - Are not part of efforts to reclaim placement fees or other fees paid by employers for worker recruitment.

## **WORKING HOURS**

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- Workers are not forced to work more than the number of hours allowed by national law, or, where the law is silent, working hours do not exceed eight per day and forty-eight per week, and total working hours including overtime does not exceed 60 hours in a week.
- Effective workplace and company-wide measures are adopted to ensure full implementation and compliance with this policy.
- All overtime work is purely voluntary, unless specifically stated otherwise in a legally recognized collective bargaining agreement.
- Workers are free to refuse overtime work without threat or fear of punishment or reprisal.
- For those that agree to work overtime, a system is in place to obtain their written consent at the time of the request.
- In cases where remuneration is based on productivity targets, for example piece rate, workers are not forced to work more overtime hours than allowed by national law in order to achieve their production quota.

## **FREEDOM OF MOVEMENT AND PERSONAL FREEDOM**

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- Workers enjoy reasonable freedom of movement within their work and living environments. Any legitimate constraints on such movement in the workplace are specified prior to the signing of the employment contract.
- The presence of security personnel or other security measures in the workplace or employer- or recruiter-operated residences are not used as a means to restrict worker freedom of movement.

- No other coercive means are used to restrict migrant workers' freedom of movement or personal freedom, including confiscation of personal documents, levying of financial penalties or security deposits, or use of deception in wage payment and deductions.
- Workers are not required to live in employer- or recruiter-operated residences as a condition of recruitment or continued employment.
- Migrant workers are free to return to their home country during paid leave, without any penalty, or threat of termination.

## **GRIEVANCE PROCEDURES**

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- Supplier and recruiter policy and practice reveals a functioning and effective grievance procedure available to migrant workers.
- Effective measures are in place to ensure that migrant workers know how to use this procedure and feel safe and free from potential retaliation if doing so.
- Where grievances are raised, effective and appropriate procedures are in place to ensure a rapid and mutually agreed settlement.

## **PRIVATE EMPLOYMENT AGENCIES AND LABOR RECRUITERS**

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- The supplier should hire migrant workers directly whenever possible.
- When the recruitment, selection, and hiring of workers is undertaken by a private employment agency or other third-party, suppliers shall have the responsibility to ensure that the agencies operate legally, are certified or licensed by the competent authority, and do not engage in fraudulent behavior that places workers at risk of forced labor or trafficking for labor exploitation.
- The company signs a formal contract with the subcontracted agency and performs due diligence on the agency and its partners involved in the hiring and placement of migrant workers.
- Effective measures are established by the company to ensure the legal compliance of sub-contractors in each jurisdiction in which they operate.
- The subcontracted agency has an up-to-date license or permit to operate in all countries of operation, and any partners or agents working on its behalf also have up-to-date permits or licenses.
- The subcontracted agency has not been cited, suspended, or otherwise sanctioned for non-compliance with any laws in any country of operation; or, where a citation for non-compliance exists, the agency can demonstrate that it has rectified the non-compliance.
- The company has mechanisms to ensure that no deception, fraud and/or coercion in the recruitment, placement, transport or management of migrant workers take place.
  - The company, or subcontractors acting on its behalf, provides jobseekers with accurate details of working conditions at the time of recruitment, including the nature of work, wages, benefits and duration of contract.
  - Details of working and employment conditions are communicated to jobseekers in a language they understand.
  - False promises are not made to applicants or workers regarding employment conditions, job locations, employment or contract duration, or anticipated earnings.
  - Training is provided to workers both before departure and upon arrival to ensure that they understand their own rights and employer obligations and responsibilities.



- Pre-departure orientation is conducted to review contractual obligations, terms and conditions of work and other matters including but not limited to living conditions, company policies, and any grievance mechanisms that may be in place for workers.
- The subcontracted agency has an implementing structure, an accountable officer, and clear procedures to ensure that all policies are compliant with all relevant legislation and regulations. This includes a current registry of laws for all countries of operation; and a mechanism that ensures the company is regularly informed of new legislation/regulations or changes in legislation/regulations.
- The subcontracted agency has a code of conduct that prohibits forced labor and human trafficking and sets out protective measures for migrant workers. The code covers principles elaborated in relevant ILO Conventions and the Code of Conduct of the International Confederation of Private Employment Agencies (CIETT), and applies to all parties in the chain of recruitment. The code is supported by an institutional structure that ensures its effective implementation.
- The subcontracted agency has established a mechanism for confidential reporting of noncompliance, a grievance mechanism, procedures of investigation and reporting on grievances, and protection for whistleblowers.
- The subcontracted agency has established effective remediation procedures in case of verified reports of noncompliance, including mechanisms to ensure the reimbursement of workers for any recruitment fees charged.
- The company, or subcontractors acting on its behalf, does not use any means to restrict migrant workers' freedom to terminate employment, for example by levying excessive recruitment fees, requiring deposits, or withholding personal documentation.