

VOICE Norge AS - Migrant Labor Policy

1. Purpose

The employment of migrant labour is becoming increasingly important in the global supply chain as workers seek better opportunities to provide for their families and futures.

Migrant workers are commonly found in our supply chain, where local labour availability is declining, and the employment of migrant labour has become necessary. In some regions, migrant workers form most of the workforce.

Poor recruitment practices for migrant workers can often leave this workforce vulnerable to unsafe and unacceptable employment conditions. Migrant workers will often be contracted for a fixed period and are dependent on the guaranteed income to provide for families back home. Some migrant workers must pay a fee to recruitment agents to secure a job.

2. Defining a 'Migrant Worker'

Our definition of a Migrant Worker is based upon ILO definitions:

- The term 'migrant for employment' refers to a person who migrates (moves) within or outside their home country to pursue work. Migrant workers usually don't intend to stay permanently in the country or region they work.
- The term 'migrant recruitment' means the engagement of a person in one territory on behalf of an employer in another territory, or the giving of an undertaking to a person in one territory to provide them with employment in another territory.
- The making of any arrangements as mentioned above, including the recruitment and selection of migrants and the preparation for departure of migrants, is also included in the ILO definition.

3. Our Commitment

Voice Norge AS's commitment to improving working standards in our supply chain through the application of our Code of Conduct, includes a commitment to monitor and improve the recruitment practices and employment conditions of migrant labour in our supply chain.

We acknowledge that monitoring and improving recruitment practices and employment conditions for Migrant Workers is challenging. Under this Migrant Worker Policy, we commit to:

- **Communicate** our position on Migrant Workers throughout our company, and to those who supply us.
- **Work** with our suppliers and factories for sustainable improvement of migrant recruitment practices and employment conditions for Migrant Workers in our supply chain.

4. Our Suppliers

This Policy outlines the responsibilities of suppliers and factories (hereafter referred to as "the Supplier") for ensuring that Migrant Workers are treated with respect to their basic human rights and in accordance with Voice Norge AS Code of Conduct and relevant local laws.

5. Recruitment Agency

Where possible, the Supplier must avoid using recruitment agencies altogether and instead hire workers directly. If the Supplier wants to use a recruitment agency to hire migrant workers, the Supplier must ensure that it does business with reputable government-registered recruitment agencies (where a licence is issued by the relevant authority) and do not engage in fraudulent behaviour that places workers at risk of forced labour or trafficking for labour exploitation.

Recruitment agencies or the factory (if it hires workers directly) must not charge directly or indirectly, in whole or in part, any fees or costs to workers (ILO Convention 181 Art. 7 (1)). This includes costs associated with travel, processing official documents and work visas in both home and host countries.

The Supplier must have a written contract with the recruitment agency where it is specifically stated that **no fees shall be paid by the worker to the recruitment agency or any other person/organization.**

The contract must fully explain the hiring practices and detail the services which the agency will provide (see example in Appendix A)

The recruitment agent must provide full transparency of its recruitment supply chain, including written details of the use of any sub-contractors or sub-agents and the terms of engagement between the agency and its sub-agents.

The recruitment agent must be sent a copy of the Supplier's Code of Conduct (if documented) and Voice Norge AS Code of Conduct and be provided with management systems and procedures (such as this Policy) to ensure full compliance with the Code/s.

The Supplier must arrange an annual evaluation of the recruitment agent, either themselves or through an independent party and provide feedback to Voice Norge AS on how they are ensuring sustained compliance to the Code. Recruitment agents may also be subjected to visits by Voice Norge AS, either announced or unannounced.

6. Recruitment

The Supplier is forbidden from employing migrant workers who are not legally permitted to work in the country/region.

The Supplier must seek reliable legal and financial advice regarding the obligations of recruiting Migrant Workers.

The Supplier must ensure that they adhere to the law of the land of the host country and the country of origin of the Migrant Worker, as well as to the core conventions of the ILO, during the application process.

The Supplier must pay all costs, including recruitment fees, renewal fees, travel or other costs associated with the recruiting and use of Migrant Workers and maintain accurate records of these costs. **The Migrant Worker must not have to pay a deposit to obtain employment.** The Supplier must carry out checks to ensure that migrant workers have not paid any fees to agents or sub-agents as part of the recruitment process.

The Supplier (including its employees and representatives) must not accept any reimbursements or financial incentives from any recruitment agency or other person involved in the recruiting process.

The Supplier also must not charge back or accept reimbursement from any foreign contract worker to recover any fees paid by the Supplier in the recruitment or hiring of the worker.

Any health checks required for employees must be at the cost of the Supplier. Feedback to the Supplier on health checks of applicants should merely indicate the worker's fitness or otherwise to undertake the job.

A factory representative shall visit the sourcing country and present to potential workers about factory facilities, terms and conditions, documentation etc.

7. Employment Contract

- All conditions of employment for migrant workers must be the same as those offered to local workers.
- The employment contract for the migrant worker must be directly between the Supplier/Factory and the worker, NOT with the recruiting agency or labour broker and must be legally enforceable in the relevant country.
- The Supplier is responsible for ensuring that each Migrant Worker receives a detailed employment contract in a language that the worker understands.
- A Supplier recruiting workers and bringing them into a different country must cover the cost of the transport to and from the migrant worker's home country to the host country.
- The Employment Contract must be in the local language of the worker and should specify:
 - employee's name
 - date of birth
 - passport number
 - scope of the work and place where it will be performed
 - type of occupation
 - the method and responsibility for costs of transporting the migrant worker to the host country and back
 - gross pay rates to be paid
 - overtime wage rates to be paid
 - bonuses and allowances
 - an estimated minimum net pay that the worker should expect to receive each month
 - all legal deductions
 - all benefits to be provided, including but not limited to medical coverage, sick leave, annual leave and holidays
 - maximum allowable overtime hours consistent with the laws of the country and regulations listed in Voice Norge AS Code of Conduct
 - grievance, harassment and disciplinary processes
 - a detailed summary of the living conditions, including costs (if any) for meals and accommodation
 - length of the contract
 - the grounds on which the contract may be terminated

This is not an exhaustive list and additional information may be included.

- Migrant Workers must be given a clear understanding of their employment and living conditions and the employee practices of the factory. If the Migrant Worker is illiterate, the terms and conditions contained within the contract and other employment policies of the factory, including workers' right and obligations, must be clearly explained to them in their own language.
- Good practice is to prepare a video to show potential employees the working and living conditions in their intended country of employment. All potential workers should be able to demonstrate a full understanding of the employment arrangements. This could be from verbal discussions, or from a multiple-choice questionnaire.
- The Supplier must sign the employment contract with each Migrant Worker in the worker's home country and countersign the contract a second time when the Migrant Worker arrives in the host country, to help guard against any additional charges or changes being raised by a recruitment agent.
- The Supplier must not impose any additional terms or requirements on the migrant worker after the employment contract is signed, unless expressly required by law. Where new terms have been introduced, the supplier must ensure that such terms are fully understood and accepted by workers. 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 favourable) are strictly prohibited.

8. During Employment: Policies

The Supplier must ensure that their Code of Conduct covers all workers.

The Supplier must issue an Employee Handbook to all workers in a language that workers understand. Good practice is to accompany the distribution of the handbook with training or explanation of the contents of the handbook to ensure that workers raise any questions or seek clarification.

The Supplier must train supervisors and managers to ensure that they understand the kind of behaviour that is not acceptable. This training should include guidance on avoiding intimidation, threats, sexual harassment, discrimination etc.

The Supplier must maintain Migrant Workers' personnel, financial and all business records on site.

The Supplier must allow workers access to their personnel records or files.

The Supplier must always allow the worker to retain his or her passport, identity papers and work permit. **Only photocopies shall be kept on file.** 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. NB: If it is a legal requirement in the host country to retain a worker's passport, it must be made available to the worker on request and a written agreement signed by both parties to acknowledge this.

Migrant Workers must be able to return home for any reason and at any time without fear of reprisal from the Supplier and without acquiring additional debt.

A Supplier recruiting workers and bringing them into the host country must pay all transportation costs back to the worker's home country for any Migrant Worker who must travel home due to family emergency or who wishes to leave the factory at any time prior to conclusion of contract term, unless the Migrant Worker is in clear breach of contract.

The Supplier must maintain records of all Migrant Workers employed at each facility, including the date of arrival, contract terms, employment history, anticipated and actual date of return and Migrant Worker recruitment fees, for at least five years, or as required by law. The Supplier must make such records available to Voice Norge AS or our representatives, as required.

9. During Employment: Wages and Benefits

The Supplier must pay at least the legally mandated minimum wage to all its workers. The Supplier must review the level of wages and benefits on a regular basis to ensure that workers' wages are sufficient to meet their basic needs and those of their families and to provide some discretionary income.

The Supplier must allow all workers full and complete control over the money they earn.

The Supplier must not withhold any guarantee money, 'runaway insurance', surety bond, commitment /membership/reservation fees, deposits or recruitment fee sums from pay at any time.

The Supplier must provide all wages and benefits directly to all workers and not to any third party. The pay slip must be clear, and in a language that the workers understand. If workers are paid on a piece rate basis, the wage calculations shall be clear and the employer must check that workers understand it.

Where the host country laws allow deductions from the workers' wages for "savings", the Supplier must ensure that such deductions are strictly voluntary and supported by written consent of the workers. Savings must be placed in the individual worker's savings account. Workers must be able to monitor and have access to these accounts at any time.

The Supplier must have a policy in place regarding the treatment and care of Migrant Workers who are injured at work, become ill or pregnant. Health and safety policies and procedures must be communicated to all workers.

All accommodation provided to Migrant Workers must be of a safe and decent standard and meet all local building regulations and Code of Conduct requirements.

The Supplier must provide the same training and education opportunities to Migrant Workers that are provided to local workers.

10. During Employment: Dialogue with Migrant Workers

The Supplier must develop and implement tools and processes for direct contact with the Migrant Workers, in their own language/s.

In line with Article 4 of ILO Convention 181, measures shall be taken to ensure foreign migrant workers are not denied or impeded in their right to freedom of association and collective bargaining.

The Supplier must have an on-site Migrant Worker Coordinator who can communicate fluently in the languages of the Migrant Workers and of the factory management.

The Supplier must develop freely elected independent worker committees which can also help to deal with issues specific to Migrant Workers. Where there is a trade union present in the factory, a representative from the trade union shall have a place on the committee. However, worker committees should not be used to replace the trade union as the sole bargaining agent in the factory.

The Supplier must ensure that there is a grievance and dispute procedure in place and that Migrant Workers are aware of this. Where there is a trade union present in the factory, they should be made aware that they can raise grievances and issues with the union representative. This will allow the Migrant Workers to let the factory know if they are unhappy about their supervisors or about any of their working and/or living conditions.

Facilities (including reasonable time off) must be made available to workplace representatives to appraise all workers of their rights in this respect.

11. On Contract Completion

A Supplier recruiting workers and bringing them into the host country must arrange and pay for the worker's airfare and all reasonable transportation costs home.

The Supplier must pay the worker any wages, benefits or other amounts due and owed to the worker.

All these sums must be paid to the worker prior to their return to the home country.

12. Monitoring

Voice Norge AS will carry out checks on their suppliers and factories in line with the Code of Conduct requirements and this Migrant Labour Policy.

Voice Norge AS will carry out checks on recruitment agencies in line with the Code of Conduct requirements and this Migrant Labour Policy.

Suppliers must monitor their own performance in line with this Policy and provide updates to Voice Norge AS.

Sources:

[ILO Convention C143 Migrant Workers](#) (Supplementary Provisions) Convention, 1975

[ILO Convention C97 Migration for Employment Convention](#) (Revised), 1949

[ILO Convention C181 Private Employment Agencies Convention](#), 1997

[ILO Labour Migration](#)

Appendix A

Services for recruiting Migrant Workers

Recruitment Agency services can include any or all of the following:

1. Identification of a place of work and facilitation of a work contract
2. Processing of travel documents, visas and work permits (if obtainable from the embassies of the receiving country)
3. Registration for skills testing and the cost of certification
4. Mandatory physical and health tests and other tests (e.g. an HIV/AIDS test)
5. The cost of language training and/or a pre-departure orientation meeting
6. Transportation costs
7. Vaccination or inoculation required

Appendix B

[Dhaka Principles for Migration with Dignity.](#)

www.dhaka-principles.org

