

**patagonia**<sup>®</sup>

# Migrant Worker

*Employment  
Standards &  
Implementation  
Guidance*

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**VERSION 2.0:**  
For Finished Goods Factories  
And Material Suppliers

**Effective November 1, 2020**

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## I. OVERVIEW

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### **PATAGONIA COMMITMENT STATEMENT**

Patagonia is committed to eradicating all forms of human trafficking and forced labor in our company's supply chain. Recognizing that one of the most vulnerable groups to human trafficking and forced labor are migrant workers who have traveled within their home country or to another country to obtain employment, we have established a comprehensive set of standards that we require our business partners to adhere to in order to offer the greatest protection to this class of workers. The Patagonia Migrant Worker Employment Standards is an addendum to Patagonia's Code of Conduct and Benchmark Standards.

We acknowledge that reaching and maintaining these standards requires a long-term and ongoing commitment by our Suppliers. Patagonia will encourage and support our supply chain partners toward continuous and sustainable improvement over time. Furthermore, we will seek partnerships with key stakeholders such as governments, NGOs and local communities in order to make system-wide change that will have an impact beyond our supply chain.

As hiring practices and patterns around the world continually change and evolve, we remain committed to upholding the highest standards to protect workers during their employment life cycle. Therefore, this document will be reviewed and updated to reflect new guidance and best practices as they emerge.

Patagonia's Version 1 of the Migrant Worker Employment Standards was developed in 2014. This current version, Version 2.0, has been updated in 2020 to incorporate new guidance by the International Labour Organization (ILO) and Fair Labor Association (FLA), among other established expert organizations. It also reflects our learnings since the implementation of our migrant worker program and the valuable experience we have gained from working with our supply chain partners on responsible recruitment and employment over many years. For changes to this standard, see "[Summary of Noteworthy Revisions to 2020 Worker Employment Standards Document](#)."

*For a glossary of terms used in this document, refer to [III. Toolkit: Appendix 1](#).*

### **PATAGONIA SUPPLIER WORKPLACE CODE OF CONDUCT**

Further to our commitment, our existing Code of Conduct states: "There shall be no use of forced labor, including prison, indentured, bonded, slave or other forms of forced labor. Acts of human trafficking are also prohibited. Suppliers are required to monitor any third-party entity which assists them in recruiting or hiring employees to ensure that people seeking employment at their

facility are not compelled to work through force, deception, intimidation, coercion or as a punishment for holding or expressing political views (ILO Conventions 29, 105,182).”

## PURPOSE AND BASIS OF STANDARDS

This Migrant Worker Employment Standards and Implementation Guidance contains a series of performance standards that define what is required of Suppliers and their labor recruiters to comply with the forced labor and human trafficking provisions of the Patagonia Supplier Workplace Code of Conduct and Social and Environmental Compliance Benchmarks.

These provisions are a culmination of international standards established by widely recognized and credible labor rights organizations such as the United Nations’ International Labour Organization (ILO), the Institute for Human Rights and Business, The Fair Labor Association and Verité. A complete list of [references](#) can be found at the end of Section II before the Toolkit.

We recognize that a number of the standards listed herein exceed many countries’ national laws or address elements that are not legislated. In these cases, we expect that the Supplier will comply with the Patagonia standard. In cases where there exists a conflict of standards, the Supplier will comply with the standard that offers the most benefit and protection to the worker. If a situation arises where this may be unclear, the Supplier is asked to contact Patagonia’s Social and Environmental Responsibility department.

## SCOPE

Patagonia’s Migrant Worker Employment Standards and Implementation Guidance applies to all Patagonia Suppliers that employ foreign and domestic migrant workers, their service providers and sub-contractors, and their next-tier Suppliers (each referred to herein as a “Supplier” and collectively “Suppliers”) producing goods for Patagonia or for use in Patagonia products. It also applies to all parties involved in any aspect of worker recruitment, such as third-party labor recruiters, government hiring programs and direct hiring schemes.

In some situations, employers are encouraged or required by governments to employ workers who are ethnic minorities, refugees and/or prison laborers. If these situations are encountered, they will be assessed against Patagonia’s Benchmark Standards, Element III. Forced Labor (FL.1-FL.10) for indicators of forced labor, human trafficking, restricted freedom of movement, coercion and abuse.

## EFFECTIVE DATE

The 2020 Migrant Worker Employment Standards for Patagonia finished goods factories and material suppliers are effective on November 1, 2020. Version 2.0 supersedes all earlier versions.

Patagonia will regularly assess the effectiveness of these Standards and reserves the right to make revisions as necessary. Suppliers will be notified of substantive changes and receive adequate time for implementation.

## SUPPLIER RESPONSIBILITY

Suppliers are expected to comply with the Migrant Worker Employment Standards contained herein and to maintain appropriate documentation in order to demonstrate compliance. Suppliers that employ migrant workers will be audited by Patagonia for compliance with these standards. Where the requirements listed below are restricted by law, Suppliers are expected to follow the law while maintaining the spirit of these standards. Continuous improvement is needed with the goal of sustainable implementation to ensure ongoing compliance.

In order to comply with the Migrant Worker Employment Standards, Suppliers will need to introduce or strengthen relevant human resources management systems. A management system is a *framework of interdependent policies, processes and procedures used to ensure that a company is able to perform all tasks required to achieve a set of related business objectives*. In short, setting up a good management system is the optimal means to implement a new business requirement so that compliance is maintained without fail every day. We call this “sustainable compliance.”

### Examples of Management System Elements for Migrant Worker Employment

- **Policy:** prohibition of forced labor and human trafficking
- **Risk Assessment:** labor recruiter due diligence
- **Communication:** of Patagonia standards to sub-tier Suppliers and labor recruiters
- **Training:** pre-departure briefing and post-arrival orientation for migrant workers
- **Operational Controls:** labor recruiter service agreements; migrant worker employment contracts
- **Documentation and Recordkeeping:** receipts for fees paid by workers
- **Monitoring:** labor recruiter audits, interviews with newly arrived migrant workers, worker grievances
- **Corrective Action:** plans to address issues identified in audits, grievances, and other sources of performance information
- **Management Review:** senior management review of overall effectiveness of the Supplier’s system to manage migrant worker issues

Through the implementation or strengthening of management systems *with the appropriate operational controls in place*, Suppliers can ensure they hire migrant workers in a manner that is legally compliant and conforms with Patagonia's Migrant Worker Employment Standards.

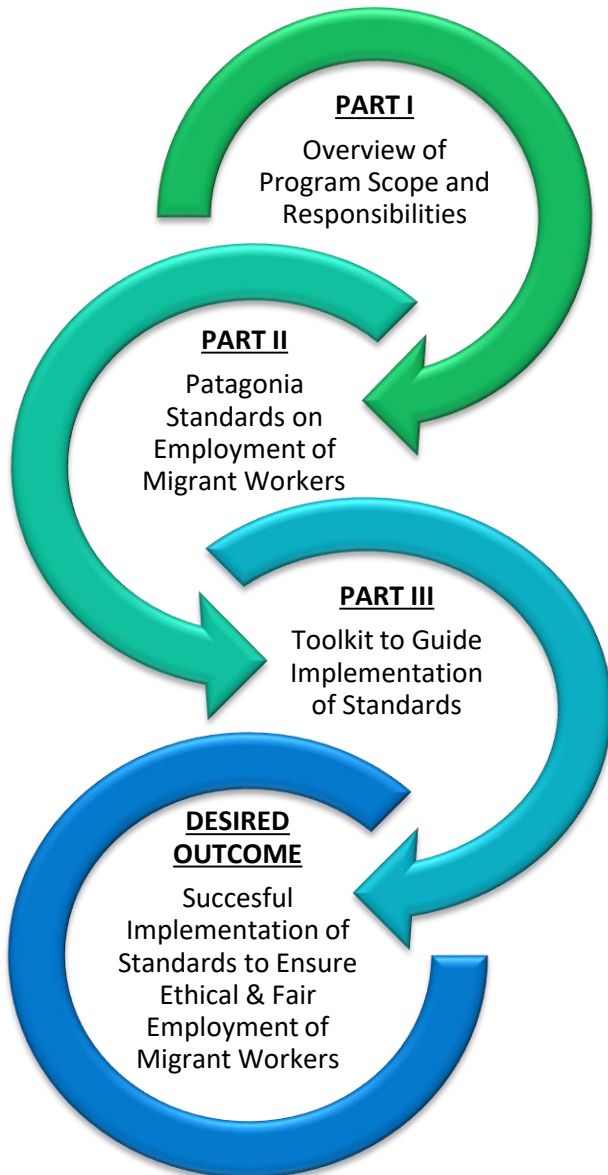
The Patagonia Migrant Worker Standards and Implementation Guidance provides examples of the type of policies, processes and operational controls that Suppliers should include in their management systems in order to ensure sustained compliance with the forced labor and human trafficking provisions outlined in this document and the Patagonia Supplier Workplace Code of Conduct and Social and Environmental Compliance Benchmarks.

## **PATAGONIA RESPONSIBILITY**

As Patagonia works to eliminate all forms of human trafficking and forced labor in our supply chain, we encourage dialogue with our stakeholders and will partner closely with our Suppliers to support monitoring, remediation and capacity building to meet these standards. Patagonia is committed to sustainable correction of these issues and will allow a reasonable amount of time for this process to occur.

## HOW TO USE THIS DOCUMENT

Following the Overview section, this document is divided into two primary sections:



- 1) **PATAGONIA STANDARDS**: description of Patagonia’s standards for Suppliers when recruiting and employing domestic or foreign migrant workers.
- 2) **IMPLEMENTATION GUIDANCE & TOOLKIT**: a toolkit found primarily in the appendix section with guidance to Suppliers on ways to implement the standards. Where this is applicable, a specific appendix is referenced next to a standard.

We encourage you to review this document in its entirety with your managerial teams in Human Resources, Finance/Payroll, Production and any other departments that are involved in the recruitment and day-to-day management of your migrant workforce. It is also critical that this information is shared and discussed with your labor recruiters and other intermediaries that employ or assist in the recruitment, deployment and management of migrant workers.

*Please see [Appendix 7](#) for a general step-by-step approach to implementing the standards in their entirety.*

## II. PATAGONIA STANDARDS

This section details the standards for the ethical and fair employment of migrant workers. The Supplier is responsible for ensuring that these standards are met for its company, subcontractors, service providers and labor recruiters.

The standards are divided into three parts reflecting the employment cycle of a worker:

- A. **Before Employment:** standards that should be met before and during the recruitment process and before a worker arrives at the Supplier’s facility.
- B. **During Employment:** standards that should be met throughout the duration of the worker’s employment at the Supplier’s facility.
- C. **After Employment:** standards that should be met after the worker’s employment ends.

Each part contains the following elements, which are explained in greater detail in this section.

A. BEFORE	B. DURING	C. AFTER
<ul style="list-style-type: none"> <li>• Supplier Policy Commitment</li> <li>• Forced or Involuntary Labor</li> <li>• Labor Recruiters</li> <li>• Fees &amp; Expenses</li> <li>• Discrimination</li> <li>• Pre-Departure Briefing</li> <li>• Contracts of Employment</li> <li>• Arrival Orientation</li> </ul>	<ul style="list-style-type: none"> <li>• Deposits</li> <li>• Identity Documents</li> <li>• Bank Accounts</li> <li>• Voluntary Overtime</li> <li>• Freedom of Association</li> <li>• Freedom of Movement</li> <li>• Privacy</li> <li>• Harassment, Abuse and Discipline</li> <li>• Grievance Procedures</li> <li>• Pregnancy Protections</li> <li>• Worker Accommodations</li> </ul>	<ul style="list-style-type: none"> <li>• Supplier Policy</li> <li>• Contract Termination and Repatriation</li> <li>• Penalties</li> </ul>

## A. BEFORE EMPLOYMENT

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### A.1. Supplier Policy Commitment

#### A.1.1 Written Policy

- Supplier shall develop a written corporate policy or code of conduct for the hiring and employment of migrant workers which articulates the supplier commitment to paying all costs related to the recruitment of migrant workers and establishes specific protections for migrant workers throughout the employment lifecycle in accordance with applicable law, the Patagonia Supplier Workplace Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
- At a minimum, the Supplier's policy or code of conduct shall meet or exceed the standards included in this document.

*Please see [Appendix 2](#) for a sample policy/Code of Conduct for Migrant Workers that can be easily incorporated into existing internal operating procedures.*

#### A.1.2 Communication

The Supplier's policy shall be communicated to and included in legally binding service contracts with all labor recruiters involved in the recruitment and employment of migrant workers.

#### A.1.3 Monitoring Compliance to Policy

The Supplier has a comprehensive process in place to monitor compliance with the policy by both the Supplier and its labor recruiters.

### A.2. Forced or Involuntary Labor

**A.2.1** Workers shall not be subject to any form of forced, compulsory, bonded or indentured labor. All work shall be voluntary, and workers shall be free to terminate their employment at any time, without penalty. Prison labor is prohibited.

**A.2.2** Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up employment or preventing them from voluntarily terminating their employment, at any time, without penalty.

## A.3. Labor Recruiters

### A.3.1 Policy

- Where practicable, the Supplier will directly recruit and hire migrant workers. If labor recruiters are utilized, the Supplier will ensure that all fees charged by labor recruiters and all related costs incurred in connection with the recruitment of the migrant workers are borne by the Supplier. The Supplier is responsible for ensuring the labor recruiters with which it partners operate ethically at all stages of the recruitment and selection process in accordance with both sending and receiving country laws, the Patagonia Supplier Workplace Code of Conduct and Migrant Worker Employment Standards and Implementation Guidance contained herein, and that labor recruiters do not engage in deceptive, fraudulent, corrupt or collusive conduct.

### A.3.2 Pre-Selection Due Diligence

- Supplier shall conduct pre-selection due diligence of labor recruiters involved in the recruitment of migrant workers to ensure their capacity and willingness to comply with relevant sending and receiving country laws and regulations, the Patagonia Supplier Workplace Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
- Suppliers shall ensure that labor recruiters are fully licensed, have a history of ethical and lawful operation, have a demonstrated commitment to uphold social responsibility standards and contractually commit to abide by the Patagonia Supplier Workplace Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.

### A.3.3 Service Agreements

- Supplier shall execute written, legally binding service agreements with labor recruiters acting on its behalf, directly or indirectly, that adhere to industry standards and comply with applicable law in both receiving and sending countries.
- Service agreements with labor recruiters shall include the following provisions:
  - Parties to the agreement.
  - Term or duration.
  - Labor recruiter responsibilities.
  - Supplier responsibilities.
  - Recruitment fees and related costs payable by Supplier to Labor Recruiter.

- Prohibition against charging any costs to applicants or selected migrant workers.
- Remedies in the event of breach.
- Governing law and dispute resolution.
- Non-discrimination in hiring.
- Pre-departure briefing.
- Contracts of employment.
- Arrival orientation, if applicable.
- Onsite management of migrant workers, if applicable.
- Supplier's right to audit labor recruiter.
- Record keeping.
- Ethical conduct.

#### **A.3.4 Labor Recruiter Audits**

- Supplier shall regularly audit labor recruiters in the sending and receiving countries involved in the recruitment and/or management of migrant workers on its behalf to verify ongoing compliance with relevant laws and regulations, the Patagonia Supplier Workplace Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
- The Supplier shall have a documented procedure in place to manage violations, including a corrective action process.
- If a labor recruiter is unwilling to be audited or remedy a violation, the Supplier shall use the contractual and legal remedies available to require compliance up to and including termination of the relationship with the labor recruiter in the event of non-cooperation.

*Please see [Appendix 3](#) for a sample Labor Recruiter Audit Checklist.*

#### **A.3.5 Record Keeping**

Supplier shall retain documents and records relating to migrant worker interviews and labor recruiter audits for a period of five years and make them available on request to Patagonia or its appointees. Records must be accurate and transparent.

At a minimum, documents and records that are to be retained shall include those referenced in Appendices [3](#) and [5](#).

### A.3.6 Ethical Conduct

- At all times, Supplier shall conduct business with labor recruiters and manage relationships with government officials in an ethical and lawful fashion.
- Suppliers (or their employees) should not solicit or accept improper payments from labor recruiters involved in the recruitment of migrant workers, allow labor recruiters acting on their behalf to do so and shall ensure that any employee or labor recruiter interacting with government officials in order to facilitate the recruitment of migrant workers complies with applicable anti-corruption laws and regulations, including the [Foreign Corrupt Practices Act](#) (FCPA) and applicable international anti-corruption conventions.

## A.4. Fees and Expenses

### A.4.1 Policy

- Supplier shall ensure that it pays all recruitment fees and related costs associated with the recruitment of migrant workers and that applicants or selected migrant workers do not pay any fees, expenses or deposits in connection with their application or employment. “Recruitment fees” and “related costs” are defined in line with the ILO Definition of Recruitment Fees and Related Costs as any fees or costs incurred in the recruitment process in order for workers to secure employment or placement regardless of the manner, timing or location of their imposition or collection. This includes monthly service fees charged by labor recruiters or third parties to migrant workers over the course of their employment.
- The recruitment fees and related costs provision shall be clearly communicated to applicants and migrant workers in a language they understand at the beginning of the recruitment process prior to their departure.
- Suppliers should pay fees or expenses related to the recruitment of migrant workers directly whenever possible or by timely reimbursement of the Supplier’s labor recruiters, if they paid legitimate and necessary recruitment fees and related costs on behalf of the Supplier. Where this is not possible or migrant workers are legally required to pay the fee directly, then Supplier shall reimburse the workers in accordance with A.4.2.

*Please see [Appendix 4](#) for a table containing more information on Recruitment Fees and Related Costs for which Supplier is responsible.*

**A.4.2 Reimbursement**

- Supplier shall promptly investigate any claim, complaint, grievance or allegation that migrant workers paid recruitment fees and related costs.
- If migrant workers are legally required to directly pay certain fees or costs connected to their recruitment or employment prior to their departure, then the Supplier shall reimburse workers within 30 days of the start of the workers' employment at Supplier's workplace.
- If the Supplier is notified or discovers that migrant workers paid recruitment costs at any time to any party in connection with their recruitment, then the Supplier shall reimburse the workers within 30 days of discovery. The amount reimbursed shall include interest incurred on loans secured to pay recruitment fees and related costs.
- Workers shall not be deemed ineligible or denied reimbursement because they did not self-identify, file an individual grievance, produce receipts or proof of payment or were previously pressured or coerced to state that they did not pay recruitment fees or related costs.
- Records of all reimbursements shall be maintained and made available upon request by Patagonia. Records shall include evidence of reimbursement, such as bank transfer receipts, payslips and other similar documentation which prove reimbursement was made to the worker.
- Migrant workers recruited by the Supplier who paid recruitment costs prior to the effective date of these standards and contrary to this standard may also be eligible for reimbursement. Supplier shall consult with Patagonia on the proposed reimbursement calculation, eligibility criteria, method of reimbursement and timing of reimbursement applicable to this category of workers.

**A.4.3 Non-Retaliation**

- Supplier shall implement a non-retaliation policy that prohibits reprisal against workers for information provided on recruitment fees and related costs paid by them during the recruitment, selection, hiring or employment processes.

## A.5. Discrimination

### A.5.1 Policy

- Migrant workers shall not be subject to any discrimination in any aspect of the employment relationship including recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline or termination.
- All workers, irrespective of their nationality or employment status, shall be treated fairly and equally in the workplace.
- Migrant workers shall be provided terms and conditions of employment that are no less favorable than those available to receiving country nationals.

## A.6. Pre-Departure Briefing

### A.6.1 Policy

Supplier shall implement a process to ensure that every migrant worker attends an in-depth briefing in a language they understand prior to signing a contract of employment and departure from the sending country.

If Supplier is unable to conduct the pre-departure briefing, a labor recruiter shall conduct the briefing using Supplier-provided content.

### A.6.2 Content

To achieve and maintain this policy standard, the pre-departure briefing shall cover, at a minimum:

- Information about the Supplier and the Supplier's workplace
- Supplier policies regarding:
  - Forced or involuntary labor.
  - Recruitment fees and related costs.
  - Identity document retention and safekeeping.
  - Freedom of movement.
  - Freedom of association.
  - Workplace equality.
  - Harassment, abuse and discipline.
  - Grievance procedures.
- Travel and repatriation arrangements.
- Terms and conditions of employment.
- Photos or a video of the workplace and surroundings, accommodation arrangements and living conditions, and transportation details.

- Receiving country legal protections, social conventions, local support resources available in workers' language and cultural practices.
- Visa, work permit and medical examination requirements.
- Sending (or home) country Embassy or Consulate information.

## **A.7. Contracts of Employment**

### **A.7.1 Policy**

Supplier shall ensure that prior to deployment from their sending country, migrant workers are provided with a written contract of employment in a language they understand and that they voluntarily sign the contract. Contract terms and conditions shall be explained to illiterate workers in their native language. Prior to deployment, migrant workers shall be provided with a copy of the executed contract of employment.

- Migrant workers shall have valid visas and work permits before commencing work.
- The use of supplemental agreements or the practice of substituting the original contract of employment or any of its provisions with those that are less favorable to migrant workers are strictly prohibited.
- Supplier shall ensure that the written contract of employment signed by migrant workers prior to their departure from their sending country complies with applicable laws and regulations in the sending and receiving countries, the Patagonia Workplace Supplier Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
- Supplier shall ensure that the written contract of employment incorporates its policy commitments that expressly prohibit forced labor and human trafficking and includes its protections for migrant workers.

### **A.7.2 Content**

To achieve and maintain this policy standard, the signed contract of employment shall include the following terms:

- Migrant worker's full name, date of birth and sending country address.
- Passport number or equivalent government-issued identification number.
- Emergency contact information.
- Supplier name and address.

- Name, address and other contact details of the labor recruiter signing the contract of employment on behalf of Supplier.
- Nature of work and address where it will be performed.
- Supplier policies regarding:
  - Forced or involuntary labor.
  - Recruitment fees and related costs.
  - Identity document retention and safekeeping.
  - Deposits or security payments mandated by receiving country law.
- Contract start and end dates.
- Provisions for contract renewal, if applicable.
- Provisions for repatriation.
- Provisions for voluntary early termination of contract by worker with and without reasonable notice.
- Grounds for involuntary termination by supplier.
- Detailed summary of living conditions, including costs (if any) for meals and accommodation.
- Expected regular working hours and overtime hours, frequency of rest days and holidays that comply with the requirements of applicable laws and regulations, the Patagonia Workplace Supplier Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
- Clearly defined regular, overtime, and holiday wage rates, including maximum allowable overtime hours that comply with the requirements of applicable laws and regulations, the Patagonia Workplace Supplier Code of Conduct and the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
- Any applicable bonuses, allowances or other cash compensation.
- Pay practices including frequency, methods and payslips, including details regarding in-kind compensation, where relevant.
- Descriptions of work-related benefits, including medical and social insurance benefits, and sick, emergency and annual leave.
- Quantitative estimates and line item descriptions of each anticipated wage deduction.
- Estimates of the minimum and maximum net pay the migrant worker can expect to receive each month. Maximum net pay shall be based on an upper limit of 60 hours per week.

## A.8. Arrival Orientation

### A.8.1 Policy

Supplier shall implement a process to ensure that every migrant worker attends a comprehensive orientation in a language they understand after arrival in the receiving country and before they commence work. The orientation shall be conducted by the Supplier at the workplace.

### A.8.2 Content

To achieve and maintain this policy standard, the arrival orientation should include:

- Supplier policies regarding:
  - Forced or involuntary labor.
  - Labor recruiters.
  - Recruitment fees and related costs.
  - Identity document retention and safekeeping.
  - Deposits or security payments mandated by receiving or sending country law.
  - Freedom of movement.
- Working hours.
- Wages and benefits including piecework, regular, overtime and holiday rates.
- Pay practices.
- Descriptions of work-related benefits, including medical and social insurance benefits, and sick, emergency and annual leave.
- Accommodations, meals and transportation.
- Arrangements for medical care, including procedures in the event of pregnancy.
- Health and safety rules and procedures.
- Policies and procedures related to:
  - Discrimination.
  - Freedom of association.
  - Communication channels.
  - Resignation, termination and repatriation.
  - Harassment, abuse and discipline.
  - Grievance procedures.
- Receiving country legal protections, social conventions and cultural practices.
- Visa, work permit and medical examination requirements.
- Sending (or home) country Embassy or Consulate information.
- Provisions for contract renewal, if applicable.

### A.8.3 Monitoring of Labor Recruiter Practices

As part of the arrival orientation, Supplier shall conduct interviews with each migrant worker from each sending country recruited through or provided by labor recruiters.

- To achieve and maintain this policy standard, these interviews should seek to verify that:
  - Migrant workers did not pay recruitment fees or and related costs prohibited by the Patagonia Migrant Worker Employment Standards and Implementation Guidance.
  - Prior to deployment from their sending country, migrant workers were furnished with and voluntarily signed a written contract of employment in a language they understood that accurately identified the employer of record, work location, start and end date of the employment contract, wages, working hours and other relevant terms and conditions of employment described in A.7.2.

A record of these interviews should be maintained on file and be made available upon request by Patagonia.

*Please see [Appendix 5](#) for a sample Newly Arrived Migrant Worker Interview Checklist.*

### A.8.4 Ongoing Communication

Supplier should periodically check-in with a representative sample of migrant workers of each nationality to monitor understanding and application of information provided as part of the arrival orientation.

## B. DURING EMPLOYMENT

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### B.1. Deposits

- B.1.1** Except where expressly required by receiving country law, Supplier shall not make deductions from worker wages or require workers to lodge deposits or security payments. If a deposit is required by receiving or sending country law, Supplier shall issue a receipt for any deposit deducted from the wages of, or otherwise lodged by, workers. Supplier shall ensure such deposits are reimbursed to workers as soon as possible but no later than 30 days following employment termination, contract expiration or the expiry of the purpose of the deposit, whichever is earlier.

## **B.2. Identity documents**

### **B.2.1 Control**

- Workers shall retain possession and control of their personal identity documents, such as passports, identity papers, travel documents and other personal legal documents, at all times. The only permitted exception is after workers' arrival in the receiving country where there is a short-term need to make original identity documents available to government agencies for the processing of visas, work permits or other legally mandated purposes.
- Supplier shall not require surrender of original identity documents, withhold identity documents or restrict workers' access to their identity documents under any circumstances.
- Supplier may obtain and retain copies of workers' original identity documents.
- Labor recruiters are expressly prohibited from holding workers' personal identity documents.

### **B.2.2 Storage**

- Supplier shall provide each migrant worker with individual secure storage for identity documents, such as passports, identity papers, travel documents and other personal legal documents.
- Individual storage shall be freely and immediately accessible to migrant workers at all times.
- Individual storage shall be accessible to migrant workers without assistance or barriers to access the storage location.
- Individual storage shall be lockable, fire-resistant, water-resistant and secured against unauthorized access.
- Migrant workers may choose to store their identity documents in such storage, but Supplier shall not require workers to do so.

## **B.3. Bank Accounts**

- ### **B.3.1**
- Neither Supplier nor any third party shall have access to or control of migrant workers' bank accounts, bank books or ATM cards except to directly deposit wages

or compensation payments in accordance with the written contract of employment.

**B.3.2** Mandatory or forced savings schemes are expressly prohibited.

## **B.4. Overtime**

### **B.4.1 Voluntary Participation**

- All overtime shall be voluntary.
- Supplier shall ensure that all workers have the right to refuse to work overtime hours. Under no circumstances shall a Supplier impose punitive measures such as salary deductions, apply coercion of any kind, deny future opportunities for overtime, threaten deportation or take disciplinary action against workers for refusing overtime.

### **B.4.2 Production Quotas**

Supplier shall not set production quotas or piecework rates at such a level that workers need to work beyond regular working hours to earn the legal minimum wage or prevailing industry wage (excluding overtime).

## **B.5. Freedom of Association for Migrant Workers**

### **B.5.1 Policy**

- Supplier shall recognize and uphold migrant workers' lawful rights to freely associate with others, including the right to join, form or refrain from joining or forming organizations of their choice, and to bargain collectively without fear of penalty or reprisal. In countries where the law restricts the right to freedom of association, Suppliers shall recognize and uphold workers' rights to alternative forms of independent and free worker representation.
- Suppliers shall maintain a policy which recognizes and upholds migrant workers' lawful rights to freedom of association.

### **B.5.2 Collective Bargaining**

Supplier shall recognize and uphold the right of organized workers to collectively bargain and shall engage in such bargaining in good faith. Supplier shall honor the terms of any signed collective bargaining agreement for the agreement's duration.

**B.5.3 Neutrality**

Workers and their associations have the right to elect representatives and to conduct activities free from Supplier interference or influence.

**B.5.4 Contracts**

Contracts shall not prohibit or otherwise infringe upon migrant workers' rights to exercise their freedom of association rights to the same extent afforded to local country nationals, as provided by applicable local law.

**B.5.5 Dues and Fees**

Supplier shall not deduct union membership dues or fees of any kind from workers' wages without the written consent of the worker unless otherwise permitted in a valid collective bargaining agreement.

**B.6. Freedom of Movement****B.6.1 Drinking Water**

Supplier shall not restrict workers' access to drinking water inside the place of production or Supplier-provided facilities and accommodation.

**B.6.2 Toilets**

Supplier shall not restrict worker access to toilets in any manner, including limiting toilet breaks or through non-payment of toilet breaks.

**B.6.3 Physical Movement**

Supplier shall not restrict workers' freedom of movement inside the place of production or Supplier-provided facilities, including worker accommodations, except where necessary for worker safety.

**B.6.4 Curfew**

Supplier shall not impose curfews or geographical limits preventing workers from movement beyond Supplier-provided accommodation. Supplier shall not restrict or limit visitors to worker accommodations except where necessary for worker privacy or safety.

**B.6.5 Personal Leave**

Migrant workers shall be free to return to their home country during periods of annual or personal leave without having to pay any form of deposit or incurring any threat of termination or other penalty.

**B.6.6** Supplier shall not prevent migrant workers from contacting their sending (or home) country Embassy or Consulate.

## **B.7. Privacy**

### **B.7.1 Policy**

Supplier shall recognize and uphold migrant workers' rights to privacy at work and in dormitories and shall refrain from implementing policies which infringe upon or otherwise limit those rights.

### **B.7.2 Surveillance**

Supplier shall not subject workers to surveillance, including video and audio recording, monitoring of personal devices, assigning handlers or other means that invade worker privacy or personal space.

### **B.7.3 Data Privacy**

Suppliers shall comply with all relevant privacy and information security laws and regulatory requirements when workers' personal information is collected, stored, processed, transmitted and shared.

## **B.8. Harassment, Abuse and Discipline**

### **B.8.1 Respectful Environment**

Supplier shall ensure the workplace is free of any form of harsh, abusive or inhumane treatment. The use or threat of physical or sexual violence, harassment and intimidation against a worker, his or her family or co-workers is strictly prohibited. Frontline supervisors and managers shall receive ongoing training on positive management techniques.

### **B.8.2 Policy**

Supplier shall develop and implement clearly defined disciplinary policies and procedures that are effectively communicated to all workers, frontline supervisors, managers and third parties involved in the onsite supervision of migrant workers.

### **B.8.3 Content**

To achieve and maintain this policy standard, disciplinary procedures shall:

- Be equally applied to both migrant workers and local workers and supervisory or management staff.

- Be applied progressively (for example: verbal warning; written warning; suspension; termination).
- Clearly outline the implementation procedures, including notification of the nature of the complaint, the opportunity for migrant workers to state their case and have a translator and representative present.
- Specify the grounds for summary or immediate termination of employment.
- Exclude abusive or inhumane disciplinary measures such as 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.
- Provide for an impartial and objective appeal process.

#### **B.8.4 Record-Keeping**

Supplier shall implement a process for documenting and tracking disciplinary procedures.

### **B.9. Grievance Procedures**

**B.9.1** Supplier shall provide migrant workers with easy access to a system which allows for confidentially submitting grievances in a language they understand, including anonymously and without fear of intimidation or retaliation.

**B.9.2** Supplier shall maintain and communicate a written grievance procedure that includes a non-retaliation policy and a designated responsible individual to whom migrant workers can submit grievances.

#### **B.9.3**

- Suppliers should, at a minimum, use notice or bulletin boards that are readily accessible to migrant workers to communicate important information of interest, such as how to submit grievances. Information posted should be in a language understood by the migrant workers.
- Where a hotline or helpline is employed, the number should be readily available to migrant workers and the service should accept calls in the workers' own languages.

**B.9.4** Grievances should be investigated promptly in a non-discriminatory manner and, save in the case of anonymous complaints, status updates shall be given to the worker through final resolution. Updates, including the final resolution, should be

recorded in writing and a copy should be provided to the worker in their language and explained to illiterate workers in a language they understand.

**B.9.5** Supplier shall implement a process for documenting and tracking grievances reports, resolutions and appeals.

## **B.10. Pregnancy Protections**

**B.10.1** Supplier shall take affirmative steps to protect the rights of migrant workers who become pregnant during the term of their employment contract. At a minimum, migrant workers shall be provided with the same legal and occupational protections and benefits as local country nationals.

**B.10.2** In situations where receiving country law requires that pregnant migrant workers return to their sending country to give birth or a worker that becomes pregnant chooses to return to their sending country to give birth, Supplier shall cover the cost of repatriation to the sending country in accordance with C.2.3 (below) in addition to such protections to pregnant workers provided by receiving country laws and regulations.

## **B.11. Worker Accommodation**

### **B.11.1 Dormitories**

Supplier or third-party provided dormitories shall be clean, safe and provide reasonable living space.

*To achieve this standard, dormitories shall meet the standards as defined in [Appendix 6](#).*

### **B.11.2 Dining Facilities**

- Food provided to workers shall be prepared, stored and served in a safe and sanitary manner and, at a minimum, meet receiving country laws and regulations.
- Sanitary or health licenses, permits and inspection records shall be maintained and posted in accordance with receiving country laws and regulations.
- Migrant workers shall not be restricted to particular seating areas of dining facilities.

*To achieve this standard, dining facilities shall meet the standards as defined in [Appendix 6](#).*

### B.11.3 Drinking Water

- Supplier shall ensure migrant workers have access to potable water in sufficient quantities at all times within a reasonable distance of the workers' workstation and dormitory sleeping rooms.
- Potable water must be tested regularly to ensure it is safe to drink. Inspection reports must be maintained and posted in accordance with receiving country laws and regulations.

*To achieve this standard, drinking water shall meet the standards as defined in [Appendix 6](#).*

### B.11.4 Toilet and Shower Facilities

- Supplier shall ensure workers have access to hygienic and private toilet and shower facilities with hot water available. There shall not be any restrictions on the use of toilets in the workplace.

*To achieve this standard, toilet and shower facilities, shall meet the standards as defined in [Appendix 6](#).*

## C. AFTER EMPLOYMENT

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### C.1 Supplier Policy

- C.1.1 There is a written policy commitment to the protection of migrant contract workers in all phases of Supplier's operations, including resignation, termination and repatriation of migrant workers.

### C.2 Contract Termination and Repatriation

- C.2.1 Supplier shall arrange and pay for the repatriation of migrant workers at the conclusion of their contract in the event that the Supplier terminates the contract for any reason or if a worker terminates their contract early in any of the following circumstances:
- Voluntary termination by the worker with reasonable notice (defined below).
  - Voluntary termination by the worker due to extenuating circumstances such as the death or serious illness of a family member or other family emergency.

- If the worker becomes pregnant and chooses to return to their sending country to give birth.
- If receiving country law requires that migrant workers who become pregnant be repatriated.
- If the worker has been subject to abuse, harassment or other infringement of rights.

Reasonable notice is defined as the lesser of that provided for in the contract of employment or minimum notice provided for by receiving country law, but in no case shall it exceed 30 days.

**C.2.2** Supplier shall provide notice of termination in accordance with applicable law. Where law is absent, Supplier shall provide 30 days' notice or pay in lieu of notice.

**C.2.3** Supplier repatriation shall include ground transfers, airfare, accommodation and reasonable meal expenses until the migrant worker arrives back at the original embarkation point in country of origin.

**C.2.4** Supplier shall consult with Patagonia regarding responsibility for the cost of repatriation in any circumstances deemed outside of those enumerated in C.2.1, where Supplier believes the worker is responsible for repatriation costs.

### **C.3 Penalties**

**C.3.1** Supplier shall not penalize migrant workers for voluntarily terminating their employment contracts at any time. Examples of penalties include, but are not limited to, withholding of wages, bonuses or allowances already earned, early termination fines or deductions or the forfeiture of lawful deposits or savings accounts.

## Summary of Noteworthy Revisions to 2020 Migrant Worker Employment Standards Document

Document Location	Revision	Purpose
Entire document	<p>2014: Usage of term “labor broker”</p> <p>2020: Labor broker has been replaced with “labor recruiter”</p>	Reflects more universally used language
Opening statement: Scope	2020: Added policy for situations where workers are imposed on the Supplier by the government	Addresses a system occurring in some regions of the world
A.1.1	2020: Edited language requiring Suppliers to establish a no-fees recruitment policy	Clarifies Supplier responsibility to pay all costs associated with recruitment
A.3.3	2020: Edited language regarding service agreements between Suppliers and labor recruiters	Enumerates specific topics which must be addressed in service agreements between Patagonia Suppliers and their labor recruiters
A.4.1	<p>2014:</p> <ul style="list-style-type: none"> <li>• Contained fees table that showed different types of fees and responsible paying party</li> <li>• Passport and in-country travel expenses were payable by the worker</li> </ul> <p>2020:</p> <ul style="list-style-type: none"> <li>• Moved fees table into Appendix 4 to show greater detail</li> <li>• Passport and in-country travel expenses are payable by the employer</li> </ul>	Fee definition and guidance was released by the United Nations International Labour Organization and the Fair Labor Association. Patagonia has adopted these recommendations, which include that passports and in-country travel expenses be paid by employer

A.4.2	<p>2014: Reimbursement policy for workers hired before and after June 2015</p> <p>2020: Removed time-bound policy and replaced with last point in A.4.2</p>	Standard is now timeless and has wider applicability
A.7.2	2020: Added language on worker contract requirements	If in-kind wages are paid, information regarding that pay structure must be included in contract
B.2.2	2020: Specifies that worker storage must be individual and accessible to a single worker at any time	Strengthens commitment to worker privacy and security
B.5	2020: New section and standards	Explicitly addresses workers' rights to freedom of association and collective bargaining
B.7	2020: New section and standards	Introduces language regarding supplier responsibility to respect workers' right to privacy, including the handling of personal data and the intrusive surveillance of workers
C. After Employment	<p>2014: Consisted of C.1-C.6.</p> <p>2020: This section has been consolidated to C.1-C.3.</p>	Offers greater protection to workers
Appendix 1: Glossary	2020: Added definitions for "subcontractor" and "service provider"	Clarifies terminology used throughout document
Appendix 1: Glossary	2020: Added definition for "recruitment fees"	Document is grounded in ILO definition of recruitment fees and related costs
Appendix 1: Glossary	2014: Term "labor broker" is used to describe recruitment agents	Document is aligned with ILO definition of labor recruiter

	2020: Revised to “labor recruiter” and defined	
Appendix 4: Recruitment Fees and Related Costs Table	<p>2014: Fees table appeared in the Before Employment section</p> <p>2020: Fees table now appears as an appendix and offers additional examples of fee types</p>	Provides more guidance on responsibility of fees by including more fee types encountered in the recruitment process
Appendix 6: Worker Accommodation	2020: Additional guidance	<p>Assigns supplier responsibility to provide and regularly launder bed linens</p> <p>Provides clarity on living space size per resident</p>

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- ILO, *General Principles and operational guidelines for fair recruitment and definition of recruitment fees and related costs (2019)*
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### III. TOOLKIT

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#### Appendix 1 – Glossary

- **Forced Labor:** Forced labor is any work or services which people are forced to perform against their will under the threat of some form of punishment. Forced labor contains three main elements:
  - First, some form of *work or service must be provided* by the individual concerned to a third party.
  - Second, *the work is performed under the threat of a penalty*, which can take various forms, whether physical, psychological, financial or other.
  - Third, *the work is undertaken involuntarily*, meaning that the person either became engaged in the activity against their free will or, once engaged, finds that they cannot leave the job with a reasonable period of notice and without forgoing payment or other entitlements.
- **Human Trafficking:** Human trafficking is the *recruitment and transportation* of people from one place to another or one country to another by *using deception, threat or force for the purpose of exploitation, including forced labor*. The United Nations expands this definition further, however Patagonia will use this definition to describe how the act is most often portrayed in supply chains.
- **Labor Recruiters:** Labor recruiters, also known as private employment agencies, labor brokers, manpower agencies, including sub-agents, are third-party service providers involved in the recruitment, selection, hiring, transportation and, in some cases, management of migrant workers. Labor recruiters operate in both the sending and receiving countries. Receiving country recruiters typically work with sending country recruiters in the country of origin or residence of migrant workers to identify and recruit potential job candidates.
- **Recruitment Fees and Related Costs:** As defined by the ILO, these fees and costs refer to any expenses incurred during the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.
- **Migrant Workers:** Workers who migrate from their country of origin or permanent residence to obtain employment at the Supplier’s facility. This includes domestic and overseas migration.
- **Sending/Receiving Entities:** The *sending* country or *sending* labor recruiter refers to the country or the labor recruiter where the worker is a citizen or permanent legal resident.

The *receiving* country or *receiving* labor recruiter refers to the country or labor recruiter where the Supplier's operation takes place and where the worker will be employed.

Example:

*A supplier in Taiwan (receiving country) hires a Taiwanese manpower agency (receiving labor recruiter) because he needs workers and cannot find enough local candidates. To locate workers overseas, the Taiwanese manpower agency contacts a labor recruiter in Vietnam (sending labor recruiter) on behalf of the supplier client in Taiwan to help him recruit workers in Vietnam (sending country) willing to work in Taiwan.*

- **Service Provider:** Refers to third-party entities engaged by Suppliers or their subcontractors to perform support services, such as canteen management or janitorial services.
- **Subcontractor:** According to the ILO, a subcontractor is an individual or entity who undertakes by a contractual arrangement with an enterprise to have work performed for that enterprise.

## Appendix 2 – Sample Code of Conduct for Supplier’s Use

This appendix supports implementation of standard:  
A.1 Supplier Policy Commitment > A.1.1 Written Policy

### Company ABC

## Commitment to Ethical and Fair Employment of Migrant Workers

### CODE OF CONDUCT

#### Forced or Involuntary Labor

Workers shall not be subject to any form of forced, compulsory, bonded or indentured labor. Prison labor shall not be used. All work must be voluntary and workers must be free to terminate their employment at any time, without penalty. Migrant workers (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up employment or preventing them from voluntarily terminating their employment, at any time, without penalty.

#### Recruitment Fees and Related Costs

Workers shall not be charged any fees or related costs directly or indirectly in order to secure or retain employment.

Labor recruiters in both sending and receiving countries involved in the recruitment, selection, hiring, and management of migrant workers will be contractually bound to comply with this policy.

The fees and expenses provision shall be clearly communicated to foreign workers in a language they understand at the beginning of the recruitment process prior to departure from their country.

#### Labor Recruiters

Where practicable, migrant workers will be directly recruited and hired. If labor recruiters are utilized, they must operate ethically at all stages of the recruitment and selection process in accordance with both sending and receiving country laws, the Patagonia Supplier Workplace Code of Conduct and Migrant Worker Employment Standards, and they must not engage in deceptive, fraudulent, corrupt or collusive conduct.

#### Contracts of Employment

Migrant workers shall have valid visas and work permits.

Prior to deployment from their sending country, migrant workers shall be provided with and voluntarily sign a written contract of employment in a language they understand. Contract terms and conditions will be explained to illiterate workers in their native language before signing.

The contract of employment shall clearly indicate workers' rights and responsibilities, the identity of the employer of record, work location, start and end date of the contract of employment, wages, working hours and other relevant terms and conditions of employment.

The use of supplemental agreements or the practice of substituting the original contract of employment or any of its provisions with those that are less favorable to migrant workers is strictly prohibited.

### **Identity Document Retention**

The confiscation or withholding of workers' original personal identity documents, including passports, visas, work permits or police clearances, is strictly prohibited.

### **Deposits**

Except where expressly required by receiving country law, workers shall not be required to lodge deposits or security payments.

### **Discrimination and Workplace Equality**

Migrant workers shall not be subject to any discrimination in any aspect of the employment relationship including recruitment, hiring, compensation, benefits, work assignments, access to training, advancement, discipline or termination.

All workers, irrespective of their nationality or employment status, shall be treated fairly and equally in the workplace.

Migrant workers shall be provided terms and conditions of employment that are no less favorable than those available to receiving country nationals.

### **Wages and Benefits**

All workers shall be paid no less than the minimum wage required by applicable laws or industry or local wage standards where there is no legal minimum wage and shall be provided all legally mandated benefits. Wage payments shall be made at regular intervals and directly to workers in accordance with receiving country law, and shall not be delayed, deferred or withheld.

Only deductions authorized by receiving country law are permitted and, if made or provided, shall only occur with the fully informed written consent of workers.

Clear and transparent information in writing shall be provided to workers about hours worked, rates of pay and the calculation of legal deductions in a language they understand for every pay cycle. All workers must retain complete and independent control over their earnings.

Wage deductions must not be used as a disciplinary measure or to keep workers bound to the employer or their jobs. Mandatory savings schemes are expressly prohibited. Workers shall not be held in debt bondage or forced to work in order to pay off a debt.

Deception in wage commitments and payment arrangements is prohibited.

### **Working Hours**

Workers shall not be forced to work in excess of the number of hours permitted by receiving country law. Where the law is silent, normal working hours shall not exceed eight per day and 48 per week, and total working hours, including overtime, shall not exceed 60.

All overtime shall be voluntary, unless otherwise required in a legally recognized collective bargaining agreement.

No worker shall be made to work overtime under the threat of penalty (including denying the opportunity for future overtime work), 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**

Workers' freedom of movement shall not be restricted except for legitimate concerns for worker safety. Workers shall not be physically confined to the workplace or related premises, such as employer- or labor recruiter-operated residences, nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.

### **Harassment, Abuse and Discipline**

The workplace shall be free of any form of harsh, abusive or inhumane treatment.

The use or threat of physical or sexual violence, harassment and intimidation against a worker, their family or co-workers is strictly prohibited.

Disciplinary policies and procedures shall be clearly defined and communicated to all workers in a language they understand.

**Grievance Procedures**

An effective, confidential grievance procedure shall be established to ensure that any migrant worker, acting individually or together with other workers, can submit a grievance or complaint, including anonymously and without fear of retaliation of any kind. All grievances must be fully investigated.

## Appendix 3 – Sample Labor Recruiter Audit Checklist

This appendix supports implementation of standard:  
 A.3. Third Party Labor Recruiters > A.3.2 Pre-Selection Due Diligence and  
 A.3. Third Party Labor Recruiters > A.3.4 Labor Recruiter Audits

### General Profile of the Labor Recruiter and Its Operations

- What is the name and address of the labor recruiter?
  - Is the labor recruiter affiliated with any other private employment agencies, labor brokers or manpower agencies, either as a subsidiary, an owner or a partner?
  - What are the names and addresses of those affiliates?
- Does the labor recruiter own any businesses that may be involved in the recruitment process, such as travel agencies, training centers or money lenders?
  - What are the names, locations and nature of those businesses?
- How many years has the labor recruiter been in the business of supplying manpower?
- What are the main services that the labor recruiter provides?
- What types of migrant workers does the labor recruiter provide?
  - Do these include professional, skilled, semi-skilled or low-skilled migrant workers?
  - In what industries does the labor recruiter place migrant workers?
  - What countries does the labor recruiter supply labor to?
- Does the labor recruiter work with local partners in each country where it provides labor?
  - Who are the local partners the labor recruiter works with for the facility in question? What are their names, addresses and complete contact information?
- Has the labor recruiter ever paid money to a facility to “win” a contract for labor provision?
- For how many years has the labor recruiter provided migrant workers to this particular facility?
- Does the contract signed between the labor recruiter and the facility contain clauses on social compliance, such as measures to prevent forced labor and human trafficking?

### General Profile of the Migrant Workers Placed by the Recruiter

- How many migrant workers has the labor recruiter placed with the facility?
- What are the countries of origin of the migrant workers placed with the facility?

- How many workers are from each country?
- What is the duration of contracts?

Does the labor recruiter have a complete list of migrant workers placed with the facility, including the following information:

- Names.
- Workstation, department or shift.
- Date of hire.
- Home country address of workers and phone numbers.
- Emergency contact information.

### Legal History and Social Compliance

Is the labor recruiter legally registered and licensed to operate in each country from which it sends or receives workers?

What aspects of the labor recruiter’s business are audited or inspected by local government authorities?

- How often does this audit or inspection occur?

What system does the labor recruiter have in place to ensure that it stays up to date on new legal and regulatory developments concerning migrant workers in the country or countries where it places workers?

Does the labor recruiter have an implementing structure, an accountable officer and clear procedures to guarantee that its policies are compliant with relevant laws and regulations?

Has the labor recruiter ever been cited or penalized by local or foreign authorities for any reason relating to its practices within the last five years?

- If yes, have these conditions been corrected to the satisfaction of the inspecting/citing authority?

Are there any civil or criminal legal actions against the owner(s) pending?

- If yes, what are the details of this action?

Does the labor recruiter have a code of conduct that explicitly prohibits forced labor and human trafficking and establishes protective measures for migrant workers?

### Recruitment and Hiring Process

What is the step-by-step process used by the labor recruiter for recruiting migrant workers, including:

- Information about recruitment and applicant selection.
  - Documents processing.
  - The contracting process and signature of employment contracts.
  - Recruitment fees and related costs.
  - Pre-departure briefing.
- Does the labor recruiter have measures in place to ensure that its representatives and sub-agents working on its behalf provide migrant workers with true and accurate details about working, employment, and living conditions at the time of recruitment?
- Does the labor recruiter provide pre-departure briefings and training to migrant workers in order to review:
- Contractual obligations.
  - Employee and employer rights and obligations.
  - Terms and conditions of work.
  - Living conditions.
  - Company policies.
  - Grievance mechanisms in place for workers.

## Recruitment Fees and Related Costs

- Do migrant workers' pay a fee in their country of origin or the receiving country for labor-recruiter services?
- How much do they have to pay and what do these fees cover?
- **Reservation or commitment fee:**
    - Is this amount returned or refunded to the workers if they are not selected for employment?
  - **Service, placement or recruitment fee:**
    - Is this fee paid up-front and directly to the labor recruiter or is it deducted from workers' salaries at the facility?
  - **Processing of travel documents, visas and work permits:**
    - Is a separate fee charged for this or is this included in the recruitment fee?
  - **Registration for skills testing or certification:**
    - Is this charge included in the recruitment fee or do workers' pay for this directly to the government labor recruiter providing the service?
  - **Mandatory physical, health or medical tests required by sending and receiving country?**
  - **Language training or pre-departure briefing or seminar?**
  - **Air travel or other transportation costs:**

<ul style="list-style-type: none"> <li>▪ Are such costs included in the recruitment fee, paid by the worker up-front or paid by the facility?</li> <li>○ <b>Security deposit?</b></li> <li>○ <b>Other fees?</b></li> </ul>
<input type="checkbox"/> Does the labor recruiter provide workers with a written itemized breakdown of the fees and expenses they pay?
<input type="checkbox"/> Upon arrival at the place of employment, are workers charged additional fees by the labor recruiter or its local partners, for example a commission, recruitment fee or security deposit that is paid on-site?
<input type="checkbox"/> Does the labor recruiter or facility deduct a portion of the recruitment fee from migrant workers' salaries? <ul style="list-style-type: none"> <li>○ If yes, how much is deducted per month, and for how many months?</li> </ul>
<input type="checkbox"/> Are migrant workers required to pay a deposit to sign an employment contract? <ul style="list-style-type: none"> <li>○ How much is the deposit and is it paid to the labor recruiter, facility or both?</li> <li>○ Under what circumstances and how do workers get their deposit back?</li> </ul>

## Employment Contracts

<input type="checkbox"/> Who are migrant workers under contract to: the labor recruiter, the facility or both?
<input type="checkbox"/> Are employment contracts with migrant workers signed in the country of origin, upon arrival at the location of employment or both?
<input type="checkbox"/> How does the labor recruiter guarantee that migrant workers understand the contents of the employment contract before they sign it?
<input type="checkbox"/> Is the contract written in a language that migrant workers understand?
<input type="checkbox"/> Are migrant workers given a copy of their signed contract?
<input type="checkbox"/> What measures does the labor recruiter have in place to ensure that its representatives and sub-agents do not misrepresent the nature of the job offered at the time of recruitment or hiring?
<input type="checkbox"/> Does the labor recruiter have measures in place to ensure that the original contracts signed by migrant workers are not amended in any way by the facility, representatives of the labor recruiter itself or its local partner in the receiving country unless to improve upon the migrant workers' originally anticipated employment conditions? <ul style="list-style-type: none"> <li>○ Are such changes made only with the full knowledge and consent of the migrant workers concerned?</li> </ul>

## Document Retention

- Does the labor recruiter, its local partner or facility ever hold migrant workers' passports or other valuable items (e.g., bank books or ATM cards)? If yes, is this legally required?
- If the labor recruiter, its local partner or facility holds passports for legal reasons or by request of the worker:
  - Do workers have unrestricted access to them at any time?
  - Are workers provided with an exact copy of the documentation when it is not in their possession?
  - Has the labor recruiter, local partner or facility nominated a responsible person to ensure that workers have free access to their documents upon demand?
  - Does the labor recruiter notify workers of these conditions and procedures in advance?

## Deposits

- Are migrant workers ever required to pay a security deposit or bond of any kind to the labor recruiter, its local partner or the facility during the recruitment process or at any other time during employment?
- How much is this deposit or bond?
  - When and how is this money returned to workers?

## Wages and Wage Deductions

- Does the labor recruiter, its local partner or facility pay migrant workers?
- If the labor recruiter or its local partner pays workers, when and at what frequency are they paid?
- Are wage payments ever delayed or withheld?
  - If yes, under what circumstances has this occurred?
- Are migrant workers given a payslip or wage statement on payday?
  - Does this payslip clearly indicate wage calculations and any deductions made from their salary?
- How does the labor recruiter ensure that migrant workers are paid at the same basic rate as local workers?
- Does the labor recruiter make any deductions or withholdings from workers' pay?
  - If yes, how much is deducted and what do these deductions cover?
  - Are these deductions stipulated in workers' contracts?
  - Are they made with workers' knowledge and consent?

- Does the labor recruiter or its local partner deduct for meals or housing?
  - If yes, do migrant workers have the option to withdraw from food and housing provisions?
- Does the labor recruiter ever provide loans to migrant workers for recruitment fees?
  - What amount is provided?
  - What is the interest rate on the loan and the financing period?
  - Are loan agreements or advances concluded with the full knowledge and consent of workers?
- If migrant workers borrow money from the labor recruiter, how do they pay the loan back?
  - Is it paid in cash to the labor recruiter or facility, deducted from paychecks or another method?
  - How much do workers' pay monthly and how many months do they have to pay for the loan?
- Does the labor recruiter, local partner or facility deduct any amount from workers' salaries as part of a savings program?
  - How much is deducted? Is this deduction voluntary?
  - Are savings kept at a bank account in the country of origin or the receiving country?
  - Do workers have full control and access to their savings at all times?
  - Does anyone else have access to workers' savings or authority to withdraw money?
  - When do workers get their savings back?

### Compulsory or Involuntary Overtime

- Are workers ever required by the labor recruiter, its local partner or the facility to work more overtime than allowed by national law?
  - What are the circumstances of such requirements?
- When overtime is necessary, are workers free to refuse it?
  - Does the labor recruiter or facility ever punish workers for refusing to work overtime?

### Freedom of Movement and Personal Freedom

- Does the labor recruiter or its local partner place any restrictions on migrant workers' freedom of movement in the workplace?
  - What are these restrictions and the reasons for them?
- Does the labor recruiter provide accommodation to migrant workers as part of its service?

<ul style="list-style-type: none"> <li>○ What is the name and address of the dormitory or hostel?</li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Are migrant workers required to live in such facilities or are they free to reside elsewhere?</li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Do migrant workers' pay for this accommodation?             <ul style="list-style-type: none"> <li>○ How much do they pay per month?</li> <li>○ Is the amount they pay equal to or lower than market rates?</li> <li>○ How do workers' pay for this accommodation?</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Are there any restrictions on movement for migrant workers within such accommodation or outside working hours?             <ul style="list-style-type: none"> <li>○ Does the accommodation have a curfew?</li> <li>○ Are workers allowed to receive guests or visitors?</li> </ul> </li> </ul>

### Workplace Discipline

<ul style="list-style-type: none"> <li><input type="checkbox"/> Who is responsible for workplace discipline in the facility?             <ul style="list-style-type: none"> <li>○ Are any parties aside from the facility involved in disciplining workers, for example the labor recruiter, its local partner or a dormitory representative?</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> What steps are taken for disciplining a worker?             <ul style="list-style-type: none"> <li>○ Are monetary fines ever levied for misconduct?</li> <li>○ If so, under what circumstances and for what types of offense are fines levied?</li> <li>○ If so, how much is charged and how are these payments made?</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Do disciplinary sanctions ever involve compulsory work?             <ul style="list-style-type: none"> <li>○ If so, under what circumstances does this occur?</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> What types of misconduct carry the penalty of dismissal and repatriation?             <ul style="list-style-type: none"> <li>○ Does the labor recruiter have a clear process that includes credible investigation before workers are terminated and repatriated?</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Are there any penalties for migrant workers who quit before their contract expires?             <ul style="list-style-type: none"> <li>○ In such cases, who pays for their return airfare or transportation?</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Are there any penalties for migrant workers who are terminated before their contract expires?             <ul style="list-style-type: none"> <li>○ In such cases, who pays for their return airfare or transportation?</li> </ul> </li> </ul>

### Threat of Violence and Intimidation

<ul style="list-style-type: none"> <li><input type="checkbox"/> Does the labor recruiter have a clear policy that strictly prohibits the following:             <ul style="list-style-type: none"> <li>○ Verbal abuse, harassment or intimidation?</li> <li>○ Physical abuse, corporal punishment?</li> </ul> </li> </ul>
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<ul style="list-style-type: none"> <li>○ Sexual harassment or abuse?</li> </ul>
<input type="checkbox"/> Have there been any instances of such abuse involving a labor recruiter representative or local partner?

### Grievance Procedure

<input type="checkbox"/> Has the labor recruiter nominated a representative to receive and process complaints from migrant workers? <ul style="list-style-type: none"> <li>○ Does this representative speak the language(s) of migrant workers?</li> </ul>
<input type="checkbox"/> Does the labor recruiter have an assigned unit or staff representative to receive and process workers' reports of harassment or abuse?
<input type="checkbox"/> What are the labor recruiter's procedures for dealing with harassment and abuse? <ul style="list-style-type: none"> <li>○ Do these include reporting, investigation, follow-up and sanctions?</li> </ul>

### Resignation and Termination of Employment

<input type="checkbox"/> What is the labor recruiter's policy and procedure for resignation? <ul style="list-style-type: none"> <li>○ Are migrant workers free to resign at any time?</li> </ul>
<input type="checkbox"/> Are there any penalties for migrant workers who terminate their contract before its end-date? <ul style="list-style-type: none"> <li>○ What are those penalties?</li> </ul>
<input type="checkbox"/> Does the labor recruiter or its local partner use any deceptive or coercive means to restrict workers' freedom to terminate employment?

### Appendix 4: Recruitment Fees and Related Costs Table

Please note: This table does not constitute an exhaustive list of the possible recruitment fees and related costs incurred during recruitment or employment. Rather, this table is intended as interpretive guidance to aid Patagonia Suppliers in understanding the types of recruitment fees and related costs for which they are held responsible under these standards. The Supplier is responsible for understanding and paying the relevant recruitment fees and related costs in each migration corridor through which the Supplier recruits migrant workers, in compliance with Patagonia Standards and applicable law.

		Payable by Supplier	Payable by Worker
A. BEFORE	Fee/Cost	Example	Example
	Government Approvals	<ul style="list-style-type: none"> <li>• Quota</li> <li>• Levy</li> <li>• Job order</li> <li>• Foreign employment permits</li> <li>• Security/police clearance</li> </ul>	
	Documentation	<ul style="list-style-type: none"> <li>• Attestation/notarization</li> <li>• Translation and legal fees</li> <li>• Exit visa</li> <li>• Entry visa</li> <li>• Employment permits</li> <li>• Security bonds and deposits</li> <li>• Passport application and associated fees (including renewals), if required for the purpose of obtaining employment</li> </ul>	
	Medical	<ul style="list-style-type: none"> <li>• Pre-departure medical exam</li> <li>• Vaccinations</li> </ul>	
	Training/Orientation	<ul style="list-style-type: none"> <li>• Pre-departure orientation</li> <li>• Skills training associated with the recruitment process, including language training and exams</li> </ul>	
	Travel and Accommodation	<ul style="list-style-type: none"> <li>• Travel in country of origin for initial employment interview/screening, follow-up interview/screening, consular appointments, training, medical exams and orientation, if required and</li> </ul>	

		<p>initiated by Supplier for purposes of recruitment</p> <ul style="list-style-type: none"> <li>• Accommodation and subsistence while awaiting departure for country of destination</li> <li>• Airfare, train/bus ticket or other transportation costs associated with sending the worker to point of performance</li> </ul>	
	Insurance Costs	<ul style="list-style-type: none"> <li>• Worker welfare fund contributions (in country of origin)</li> <li>• Security bond/bank deposit insurance schemes (e.g., foreign worker insurance guarantee)</li> </ul>	
	Professional Services Fees	<ul style="list-style-type: none"> <li>• Application, recommendation, recruitment, reservation, commitment or placement fees in sending and receiving countries, including commissions, referral fees or expenses paid to sub-agents</li> <li>• Private recruitment agent service fees, both one-time and recurring</li> </ul>	
		<b>Payable by Supplier</b>	<b>Payable by Worker</b>
<b>B. DURING</b>	<b>Fee/Cost</b>	<b>Example</b>	<b>Example</b>
	Professional Services Fees	<ul style="list-style-type: none"> <li>• Recurring private recruitment agent service fees, such as those legally permitted in Taiwan</li> </ul>	
	Travel and Accommodation	<ul style="list-style-type: none"> <li>• Shuttles, buses and other Supplier- or third-party-provided transportation to and from the workplace</li> </ul>	
	Administrative Costs	<ul style="list-style-type: none"> <li>• Bank fees related to payment of wages</li> <li>• Costs associated with contract extension, including visa or employment permit renewals</li> </ul>	

	Equipment	<ul style="list-style-type: none"> <li>• Personal protective equipment</li> <li>• Uniforms</li> <li>• Tools</li> </ul>	
	Medical	<ul style="list-style-type: none"> <li>• Annual medical exams or other health check-ups as required by law</li> </ul>	
	Documentation	<ul style="list-style-type: none"> <li>• Work permit renewals</li> <li>• Passport renewals</li> <li>• Visa renewals</li> <li>• Exit visas or permits for home leave</li> </ul>	<ul style="list-style-type: none"> <li>• Replacement costs of identity documentation, passports, etc., provided the worker is at fault</li> </ul>
	Insurance	<ul style="list-style-type: none"> <li>• Mandatory insurance costs, including the full premium and any administrative fees payable by the employer under private insurance plans and the employer’s contribution to government programs, such as social security</li> </ul>	<ul style="list-style-type: none"> <li>• Elective insurance schemes for migrant workers, such as pensions (in some receiving countries)</li> </ul>
		<b>Payable by Supplier</b>	<b>Payable by Worker</b>
<b>C. AFTER</b>	<b>Fee/Cost</b>	<b>Example</b>	<b>Example</b>
	Travel and Accommodation	<ul style="list-style-type: none"> <li>• Airfare, train/bus ticket or other transportation costs associated with sending the worker to their place of origin</li> <li>• Any associated travel fees, such as customs, border-crossing fees, terminal fees, etc.</li> <li>• Accommodation costs incurred at any point throughout the return travel</li> </ul>	<ul style="list-style-type: none"> <li>• Travel costs associated with migration to a third country or to another employer in the current country</li> </ul>
	Administrative Costs	<ul style="list-style-type: none"> <li>• Compensation package, severance, etc., if relevant</li> </ul>	
	Documentation	<ul style="list-style-type: none"> <li>• Exit visas or permits</li> </ul>	

## Appendix 5 – Newly Arrived Migrant Worker Interview Checklist

This appendix supports implementation of standard:  
 A.8. Arrival Orientation > A.8.3 Monitoring of Labor Recruiter Practices. This questionnaire is intended to for the employer to use as a guide when interviewing newly hired migrant workers.

Recruitment and Hiring
<input type="checkbox"/> How many labor recruiters were involved in the migrant worker’s recruitment in the country of origin?
<input type="checkbox"/> What is the name and address of each labor recruiter and sub-agent involved in the country of origin?
<input type="checkbox"/> At the time of recruitment, was the worker given accurate details about the job location, contract duration, anticipated earnings, working and employment conditions on the job and living conditions?
<input type="checkbox"/> Did the worker participate in a pre-departure briefing? <input type="checkbox"/> If yes, what did that briefing include? <ul style="list-style-type: none"> <li><input type="radio"/> Recruitment fees and related costs?</li> <li><input type="radio"/> Contractual obligations?</li> <li><input type="radio"/> Terms and conditions of work?</li> <li><input type="radio"/> Rights and responsibilities on the job and those of the employer?</li> <li><input type="radio"/> Living conditions?</li> <li><input type="radio"/> Company policies?</li> <li><input type="radio"/> Grievance mechanisms that are in place for the worker on the job?</li> </ul>
<input type="checkbox"/> Upon arrival in the receiving country, did the worker: <ul style="list-style-type: none"> <li><input type="radio"/> Receive accommodation?</li> <li><input type="radio"/> Undergo a medical examination?</li> <li><input type="radio"/> Open a bank account?</li> </ul>
<input type="checkbox"/> Did the worker receive an arrival orientation on the Supplier’s human resources policies? If yes, what was addressed during the orientation? <ul style="list-style-type: none"> <li><input type="radio"/> Regular wages and hours?</li> <li><input type="radio"/> Vacations, sick and personal leave?</li> <li><input type="radio"/> Overtime hours and rates?</li> <li><input type="radio"/> Grievance procedures?</li> <li><input type="radio"/> Health and safety policies?</li> </ul>

<ul style="list-style-type: none"> <li>○ Benefits and deductions?</li> <li>○ Discipline and termination?</li> <li>○ Harassment and abuse?</li> </ul>
<input type="checkbox"/> Was the worker given a copy of the Supplier human resources policies or employee handbook? <ul style="list-style-type: none"> <li>○ If yes, was this handbook written in a language that the worker understands?</li> </ul>
<input type="checkbox"/> Are the Supplier policies, procedures and work instructions communicated to workers in a language they understand?

### Fees and Expenses

<input type="checkbox"/> Did the worker pay a service, placement or recruitment fee to the labor recruiter in the sending country? <ul style="list-style-type: none"> <li>○ If yes, how much was this fee?</li> <li>○ Did the worker pay a fee to an individual or sub-agent of the recruiter?</li> <li>○ If yes, how much was this fee?</li> </ul>
<input type="checkbox"/> Did the worker pay a reservation or commitment fee? <ul style="list-style-type: none"> <li>○ If yes, how much was this fee?</li> <li>○ Is the amount refundable and, if yes, when is it refunded?</li> <li>○ If no, is the amount deducted from the total cost of the recruitment fees charged to the worker?</li> </ul>
<input type="checkbox"/> Did the labor recruiter provide the worker with a written itemized breakdown of the fees and expenses paid? <ul style="list-style-type: none"> <li>○ If yes, what did the fees and expenses cover?</li> <li>○ How much was each fee or expense?</li> </ul>
<input type="checkbox"/> Who arranged for the processing of the worker's required travel documents, such as work permit, visa and passport? <ul style="list-style-type: none"> <li>○ Was a fee charged for this service?</li> <li>○ If so, how much was this fee?</li> </ul>
<input type="checkbox"/> Did the worker pay fees for any of the following: <ul style="list-style-type: none"> <li>○ To register for a skills test or certification?</li> <li>○ Language-training?</li> <li>○ Medical or physical examination?</li> <li>○ Pre-departure briefing?</li> </ul>
<input type="checkbox"/> How much did the worker pay for travel costs (airfare or another mode of travel)? <ul style="list-style-type: none"> <li>○ Was this cost included in service or recruitment fees charged by the labor recruiter or paid directly to a travel agency?</li> <li>○ Will return travel be paid by the employer or worker?</li> </ul>

<input type="checkbox"/> Was the worker required to pay a labor recruiter’s fee in the receiving country? <ul style="list-style-type: none"> <li>○ If yes, how much was this fee?</li> <li>○ Was it paid up-front, or is it deducted from the worker’s salary?</li> </ul>
<input type="checkbox"/> Did the worker pay a security deposit of any kind, such as a bond? <ul style="list-style-type: none"> <li>○ If yes, how much did the worker pay?</li> <li>○ What was this deposit or bond for?</li> <li>○ To whom was it paid?</li> </ul>
<input type="checkbox"/> Was the worker required to pay any sort of levy or tax to obtain the job? <ul style="list-style-type: none"> <li>○ If yes, how much and to whom?</li> </ul>
<input type="checkbox"/> Were any fees, expenses, levies, deposits or bonds charged to the worker paid up front or are these deducted from their pay?
<input type="checkbox"/> Did the worker have to borrow any money to pay for recruitment fees and related costs? <ul style="list-style-type: none"> <li>○ If yes, how much was borrowed?</li> <li>○ From whom was the money borrowed?</li> <li>○ Is there an associated interest rate and, if yes, how much is it?</li> <li>○ How does the worker repay the loan?</li> <li>○ What is the repayment schedule?</li> </ul>

Contracts of Employment
<input type="checkbox"/> Did the worker sign an employment contract for the job? <ul style="list-style-type: none"> <li>○ If yes, with whom was the contract signed: the facility or the labor recruiter?</li> </ul>
<input type="checkbox"/> Were the terms of the employment contract explained to the worker? <ul style="list-style-type: none"> <li>○ If yes, who explained these terms to the worker?</li> <li>○ Does the worker fully understand the terms and conditions of the contract?</li> <li>○ If no, what parts are not understood?</li> </ul>
<input type="checkbox"/> When and where was the contract signed (e.g., prior to departure or upon arrival at the facility)?
<input type="checkbox"/> In what language is the contract written and does the worker understand that language?
<input type="checkbox"/> Was the worker given a copy of the contract to review prior to signing? <ul style="list-style-type: none"> <li>○ Once signed, was the worker given a copy of the signed contract?</li> </ul>
<input type="checkbox"/> Did the worker have to sign two sets of employment contracts? <ul style="list-style-type: none"> <li>○ If yes, were both sets the same in content and, if not, how were they different?</li> <li>○ Were these differences explained to the worker and what was the reason given?</li> </ul>

<p><input type="checkbox"/> Are the details contained in the worker’s employment contract consistent with the details that were provided at the time of recruitment?</p> <ul style="list-style-type: none"> <li>○ If not, what has changed?</li> </ul>
<p><input type="checkbox"/> Are the actual terms and conditions on the job consistent with those that are described in the employment contract?</p>
<p><input type="checkbox"/> Was the worker’s original contract amended in any way following signature?</p> <ul style="list-style-type: none"> <li>○ If yes, do these amendments improve or worsen the worker’s employment conditions?</li> <li>○ Were these amendments made with the worker’s prior knowledge and informed, written consent?</li> </ul>
<p><input type="checkbox"/> Was the worker pressured or threatened in any way into accepting the job or any of the terms included in the employment contract?</p>
<p><input type="checkbox"/> Under what conditions can the contract be renewed?</p>

**Document Retention**

<p><input type="checkbox"/> Did the worker submit any original copies of government-issued identification, passports or work permits to the facility or receiving country labor recruiter?</p> <ul style="list-style-type: none"> <li>○ If yes, what was submitted (e.g., passport, residency permit, work authorization, identity documents, ATM or bank card or other travel documents, for example the return portion of travel tickets)?</li> <li>○ What was the reason for this?</li> </ul>
<p><input type="checkbox"/> Are personal documents withheld due to legal requirements or did the worker request that the facility or labor recruiter hold them?</p> <ul style="list-style-type: none"> <li>○ Do workers have free and unhindered access to their documents?</li> <li>○ What is the procedure for getting the documents back?</li> <li>○ Are workers given an exact copy of the document when it is not in their possession?</li> <li>○ Does the facility or labor recruiter nominate a responsible person to ensure that workers have free access to their documents upon demand?</li> <li>○ Were workers given advanced notice of these requirements and procedures?</li> <li>○ Have workers ever encountered lengthy or otherwise burdensome prerequisites when accessing their passport or other personal documentation?</li> </ul>
<p><input type="checkbox"/> Do workers have free access to a locked, secure storage space for their personal documents and valuables?</p>

## Deposits

- Did the worker pay a security deposit or bond of any kind during the recruitment process?
- Has a fee or bond been paid by workers at any other time during the employment relationship?
  - If yes:
    - **How much was the fee paid?**
    - **To whom was it paid?**
    - **When does the worker expect to get the deposit back?**
    - **What are the conditions under which the amount is returned?**

## Appendix 6 – Worker Accommodation

This appendix supports implementation of standard:  
B.11 Worker Accommodation > B.11.1; B.11.2; B.11.3; and B.11.4

- The quality of accommodation, dining and washroom facilities provided to migrant workers shall be the same for all nationalities.
- Worker dormitories provided by the Supplier or a third party shall be clean and safe and provide reasonable living space.
- Supplier shall provide workers with reasonably accessible potable water and clean toilet facilities.
- Supplier-provided dining, food preparation and storage facilities shall be sanitary.

### Living Accommodations

1. Dormitory cannot be set up within the same building that houses large volumes of flammable gas or materials, boilers, kilns or machines that create strong vibrations or noise.
2. Separate sleeping accommodations shall be provided for each gender. If sleeping accommodations for men and women are in the same building, separate rooms shall be provided for each gender.
3. Comfortable beds, cots or bunk beds with padding shall be provided for each dormitory resident. Dormitory sleeping rooms shall only use double-deck bunk beds or single beds. Triple-deck bunk beds are prohibited. Sharing beds is prohibited except within individual family accommodations.
4. Each worker shall be provided with a comfortable mattress, pillow, cover and clean bedding. Bed linen shall be washed frequently.
5. Minimum clearance between upper and lower bunks of double-deck beds should be no less than 0.7 meters.
6. Dormitory sleeping rooms shall offer adequate personal living space for each occupant, in line with ILO standards. In workers' sleeping rooms, the floor area shall be no less than 7.5 square meters per person in rooms accommodating two persons; 11.5 square meters per person in rooms accommodating three persons; or 14.5 square meters per person in rooms accommodating four persons. In rooms accommodating more than four persons, the floor area shall be no less than 3.6 square meters per person. Rooms should indicate

- the permitted number of occupants. Individual living space shall include provisions for private secure storage of personal effects for each individual inside the room but should exclude the inside washing room area and balcony area.
7. The minimum space between bunk beds should be 1.2 meters. The width of the passage between two bunk beds parallel to each other shall be no less than 0.7 meters.
  8. No more than eight individuals shall occupy one dormitory sleeping room.
  9. Dormitory sleeping rooms shall have adequate and private arrangements, such as personal closets or bins for storing clothing and toiletries. Dormitory rooms shall be equipped with secure storage for storing valuable personal effects and documents.
  10. Dormitory sleeping rooms shall have adequate heat and ventilation.
  11. Dormitory sleeping rooms (not including partitioned areas) shall have at least one window or skylight opening directly to the outdoors.
  12. Durable, insect-proof, rodent-proof, clean containers in good condition shall be provided adjacent to each housing unit for the storage of garbage and other refuse.
  13. Dormitory sleeping rooms, common use rooms, hallways, stairways and yard shall have adequate lighting.

## **Toilet and Shower Facilities**

1. Supplier shall not place any undue restrictions on the use of toilets.
2. Toilets or privy seats for each gender shall number not less than one per 15 residents, with a minimum of one such unit for each gender in common-use toilet facilities.
3. Except within individual family accommodations, separate toilet facilities for men and women shall be provided.
4. If toilet facilities for men and women are in the same building, at least one solid wall from floor to ceiling shall separate them.
5. Toilet facilities shall be visually marked with “men” and “women” in the native language of the persons expected to access the toilet facilities.
6. Common-use toilet facilities shall be well lighted, well ventilated, clean and sanitary. These toilet facilities shall be located within 60 meters (200 feet) of each dormitory sleeping room inside the dormitory building.

7. Supplier shall provide both hot and cold pressurized water showers for the use of all occupants. These shower facilities shall be clean and sanitary and located within 60 meters (200 feet) of each dormitory building.
8. There shall be a minimum of one showerhead per 15 persons. Showerheads shall be separated by at least one meter.
9. Separate shower facilities shall be provided for each gender and must be designated “men” or “women” in the native language of the persons expected to use the facilities.
10. If shower facilities for both genders are in the same building, at least one solid wall from the floor to ceiling shall separate them.

### **Dining and Food Preparation**

1. All food made available to workers shall be prepared, stored and served in a safe and sanitary manner in accordance with all applicable laws and regulations.
2. Food options should respect workers dietary restrictions and cultural or religious taboos.
3. All areas of food preparation shall meet the hygiene and sanitary standards specified in applicable laws and regulations.
4. Sanitary licenses and permits and inspection records shall be maintained and posted in areas of food preparation and serving as per applicable laws and regulations.
5. The canteen, kitchen and each floor of the dormitory should have a sufficient number of emergency exits (two or more) in order to provide evacuation needs in emergency cases.

### **Drinking Water**

1. Supplier shall provide access to potable water in accordance with applicable law, in sufficient quantity for all dormitory residents, and within 60 meters (200 feet) of each dormitory sleeping room.
2. Potable water must be tested at least annually and must be safe to drink. Potable water test reports must be maintained and/or posted as required by applicable law and regulations.
3. The drinking water shall be marked in workers’ languages for identification.

4. All workers should be provided with a personal drinking cup. Common, shared cups shall not be allowed.
5. Non-drinking water (such as industrial water or the water used in case of fire) should be marked in migrant workers' languages for identification.

## Appendix 7 – Migrant Worker Employment Standards

### Implementation Checklist when Working with Labor Recruiters

This appendix provides an overview of the general steps towards implementing Patagonia’s Migrant Worker Employment Standards when working with labor recruiters. Suppliers are encouraged to explore all legal hiring methods available and to deploy those that are best suited for their business needs and capacity.



#### STEP 1: Develop and Communicate Corporate Policy Commitment

- Corporate policy manual should include prohibitions and protections described in A.1 Supplier Policy Commitment. Appendix 2 contains a sample policy.
- Communicate the policy commitment to third-party labor recruiters involved in the recruitment and employment of migrant workers.
  - Get a signed acknowledgment from labor recruiters to confirm receipt and understanding of policy.

#### STEP 2: Select Ethical Labor Recruiters

- Develop a labor recruiter due diligence process in accordance with A.3.2 Pre-Selection Due Diligence.

- Use labor recruiter due diligence process to find ethical labor recruiters that meet Supplier standards.
- Review and revise service agreements with existing labor recruiters in accordance with Standard A.3.3.
- Conduct regular audits of labor recruiters in accordance with A.3.4 Labor Recruiter Audits. Refer to the sample Labor Recruiter Audit Checklist in Appendix 3.

### STEP 3: Apply “No Fees” Policy

- Meet with existing labor recruiters to communicate the new policy and negotiate a fair labor recruiter fee structure inclusive of legally required fees (medical exams, visas, work permits, etc.) for migrant workers.
  - Where existing recruiters are unable or unwilling to comply with the requirement that the Supplier pays fees and expenses in accordance with A.4 Fees and Expenses, Supplier shall seek out alternative recruiters.

### STEP 4: Implement Critical Recruitment and Selection Process

- Plan for Supplier staff to be more directly involved in recruitment activity in the sending countries such as:
  - Selecting and supervising sending country labor recruiters in accordance with A.3 Third Party Labor Recruiters.
  - Attending the pre-departure briefing of migrant workers in accordance with A.6 Pre-Departure Briefing.
  - Ensuring that the contract of employment is explained to migrant workers and signed in accordance with A.7 Contracts of Employment.
- Design and implement an arrival orientation process, in accordance with A.8 Arrival Orientation, that is managed by Supplier staff.

### STEP 5: Ensure Freedom of Movement

- Provide migrant workers with individual secure storage for identity, travel and other legal documents.
- Return any original identity, travel or legal documents to workers immediately after legally required visa or work permit processing by government agencies.
- At all other times, ensure migrant workers retain possession and control of their personal identity documents.
- Ensure no policies, such as deposits, monetary disciplinary deductions or early contract termination penalties, are in place that would lead to debt bondage.

**STEP 6: Ensure All Other Migrant Worker Protections are Met**

- Review existing Corporate Policy Manual, Code of Conduct and facility practices for consistency with the protections contained in A. Before Employment and C. After Employment.
- Identify gaps and develop an action plan to remediate.