

**Core
Principle A**

ALL WORKERS ARE TREATED EQUALLY AND WITHOUT DISCRIMINATION

Migrant workers should be treated no less favourably than other workers performing the same or similar work. Moreover, migrant workers should be protected from any discrimination that would constitute a violation of human rights.

Migrant workers often experience unequal treatment in many aspects of their employment. They are frequently paid less than other workers and perform work under less favourable conditions. These conditions can include lower rates of compensation including overtime rates, less favourable working times, little or no access to training or promotion, less protection from workplace hazards, unfavourable allocation of tasks, discipline, less access to health care and social protection, or the provisions of collective agreements that apply to other workers performing the same or similar work. Such practices can render migrant workers a second or lower tier of the workforce.

Migrant workers are frequently discriminated against in other ways, ranging from disregard for religious beliefs, cultural practices and dietary requirements, to wider discrimination on the basis of their race, colour, caste, sex, sexual orientation, maternity, religion, health, political opinion, national extraction, or social origin. In countries where forms of discrimination are legally sanctioned, employers or migrant recruiters sometimes violate the human rights of migrant workers and justify it on the basis of the national law or the legal status of the worker.

Some categories of migrant workers are acutely vulnerable to unequal treatment. Migrant workers who become undocumented through no fault of their own, such as married women who lose their legal status upon a husband's death, are at particular risk. Employers have been known to take advantage of this undocumented status and to discriminate against workers under threat of deportation. Migrant workers that become pregnant are also often dismissed without payment of outstanding wages or the means to travel home. These workers often lack access to any form of legal protection or remedy and are particularly vulnerable to further exploitation.

IMPLEMENTATION STEPS

- Migrant workers should not be treated less favourably than other workers. The allocation of tasks (e.g. dirty, dangerous, and demeaning work), access to training and opportunities, working hours, pay, overtime, benefits, healthcare, union rights, collective bargaining agreements, disciplinary procedures and termination policies, should be fair, transparent and based on the equal treatment principle.
- Employers should not discriminate against migrant workers on the basis of ethnicity, gender, national or social origin, caste, age, politics, religion, sexual orientation, union membership, disability, health (e.g. HIV), pregnancy, or other status, in line with local and national labour law, or international human rights standards where these provide more protection for the worker.
- Medical or pregnancy testing should not be used as a means of screening applicants, and only conducted where required by the law. The results should only be used for legally required purposes, or to make suitable provisions, e.g. in accommodation or healthcare provision.
- Migrant workers should not face dismissal, or be involuntarily repatriated for any medical reason (such as HIV positive status) that does not impede their ability to perform their job, unless required by the law, in which case the employers should pay any outstanding wages and cover repatriation costs.
- Sexual harassment or discrimination against women migrant workers should never be acceptable and complaints should be addressed promptly and with utmost concern when encountered. Where women become pregnant, they should not face punitive measures, including coercive abortion, nor should they be denied reproductive healthcare. No pregnant women should face dismissal or involuntary repatriation unless required by the law, in which case the employers should provide maternity benefits and respect the right to return to work after childbirth.
- Line managers and supervisors should be adequately trained in working with migrant workers in a non-

discriminatory manner, including sensitising staff on the rights of women migrant workers.

- Migrant workers already in the country of employment should have the same opportunities for employment as migrant workers recruited across borders by migrant recruiters.
- Where employers identify migrant workers that have become irregular or undocumented migrants through no fault of their own, these workers should not be discriminated against or threatened with deportation. The employer should explore ways to bring such workers back into regular status, or assist with their repatriation where that is not possible.

**Core
Principle B**

ALL MIGRANT WORKERS ENJOY THE PROTECTION OF EMPLOYMENT LAW

Migrant workers should have a legally recognised employment relationship with an identifiable and legitimate employer in the country where the work is performed.

Migrant workers are vulnerable to abuse without the protection of law, and are at particular risk where the placement and recruitment of workers is outsourced to third parties that are not legally recognised as employers in the country where the work is performed. The principle means by which workers are protected is through labour or employment law, which is distinct from the law that applies to commercial relationships. The application of labour or employment law is based on the recognition of an employment relationship, which creates a legal link between the employee and the employer. Employment law is usually designed to protect the rights and outline the responsibilities of workers and employers and creates a framework to ensure that workers have protection from exploitation, while recognising the mutual obligations of both parties to uphold the terms of any contract between them. Irrespective of how the law is defined in a particular country, the employment relationship is a universal concept. It is among the most important means by which society ensures that workers' rights are protected and employment relationships are fair and just.

Much of the exploitation and abuse of migrant workers is possible because the work is performed outside of the legal framework intended to protect workers. In order for workers to have the protection of law and access to justice their work must be performed within a legal framework in the country in which the work is undertaken. Because both parties in an employment relationship must be recognised, the employer must be identifiable and legally recognised as such within the country where the work is performed. The employer must be a business enterprise capable of assuming the legal obligations of the employer established in national law. With respect to domestic work the employer need not be a business enterprise but needs to be capable of assuming the legal obligations of an employer.

IMPLEMENTATION STEPS

- An agreement between a worker and a migrant recruiter for job placement in another country must not be treated as a substitute or an alternative to a written contract of employment between the migrant worker and the user enterprise in the country in which the work is performed.
- Employers should provide migrant workers with a written contract of employment according to the national law and practice of the country in which the work is performed. Where necessary an authorised translation of the contract should be provided in a language each worker understands.⁵
- Employers should be familiar with the legal requirements and necessary documentation for migrant workers in countries of origin and destination, and ensure that proper legal procedures are followed and any necessary paperwork is obtained.

⁵ See Principle 2 for additional guidance on migrant worker contracts.

Principle 1

NO FEES ARE CHARGED TO MIGRANT WORKERS

The employer should bear the full costs of recruitment and placement. Migrant workers are not charged any fees for recruitment or placement.

Migrant recruiters frequently charge fees to workers for recruitment and placement. Placement fees may include travel, visa and administrative costs, and other assorted unspecified 'fees' and 'service charges'. Sometimes the fees are treated as loans with high rates of compound interest. These practices lead many migrant workers into heavy debt to secure a job and can increase vulnerability to exploitation, including debt bondage, forced labour and human trafficking.

After arrival in the country the worker may experience non-transparent salary deductions and overcharging for essential goods and services. In some cases, this makes the migrant worker vulnerable and places them in debt. Women, who in practice earn less and own fewer assets, and in practice are granted lower status than men, are especially vulnerable to such charging.

Heavy indebtedness can seriously erode the value of remittances, with negative consequences for families back home and to the economy in the country of origin. It also means that migrant workers may be more likely to leave their jobs to find illegal but better paid work in the shadow economy of the country of employment.

IMPLEMENTATION STEPS

- All business enterprises should have an explicit policy, which prohibits the charging to migrant workers of recruitment fees and placement fees, irrespective of where or how they are recruited.
- No business enterprises should require workers to pay a deposit or bond to secure work, nor should they charge or accept reimbursement from any worker to cover recruitment fees and costs.
- Business enterprises that use migrant recruiters should only use migrant recruiters that are legally registered. All contracts with the migrant recruiter should specify that no fees be charged to the workers.
- Migrant recruiters should be transparent to user enterprises with regard to details of any agents/sub-agents used, including their charges and terms of engagement.
- Employers and migrant recruiters should inform applicants through job advertisements and the interview process that the applicants should not bear any costs of recruitment and placement.
- Employers and migrant recruiters should provide successful applicants with a breakdown of legitimate recruitment expenses that are to be covered by the employer prior to signing the job contract.
- Employers should check with migrant workers on arrival that migrant recruiters have not charged any fees for recruitment or placement, and should take remedial action if fees have been levied. Confidential channels for reporting complaints about fees should be available to migrant workers. Any fees found to have been paid by the migrant worker to secure employment should be refunded to that worker.
- Should the employment contract be extended, the employer should pay the full cost of extending working visas, and any associated costs.

Principle 2

ALL MIGRANT WORKER CONTRACTS ARE CLEAR AND TRANSPARENT

Migrant workers should be provided with written contracts in a language each worker understands, with all terms and conditions explained clearly, and the worker's assent obtained without coercion.

Much exploitation of migrant workers arises from contract deception surrounding working conditions, the nature of the job, pay, benefits, hours of work, contract duration, accommodation, and personnel policies etc.

False contracts of employment, i.e. contracts that bear no relation to the subsequent workplace reality, and 'contract substitution,' where migrant workers find on arrival that their conditions of work or the nature of the job or wages are changed, occur often. Additions to contracts on arrival can also add unexpected and unacceptable burdens and conditions, such as hidden deductions for food, transport, longer working hours, no overtime etc.

In addition, as outlined in Core Principle B, some contracts with migrant recruiters fail to provide migrant workers with a legally recognised employment relationship in the country where the work is performed. Such contracts are unacceptable as they deprive migrant workers of all the rights and access to justice accorded to that relationship under national law.

IMPLEMENTATION STEPS

- Migrant workers should have chosen to work freely, without coercion. Contracts should be signed /agreed to by the worker without coercion.
- In some instances, the migrant worker will be required to sign contracts with the migrant recruiter and the user enterprise. Migrant workers should always have the terms and conditions of their contract⁶, and the employment relationship under which the work will be performed, explained at the time of recruitment prior to giving their assent. This should apply whether the migrant worker has been recruited directly or via migrant recruiters. The contract and terms of employment should be clear and simple and in a language each worker understands, with extra precautions taken to explain the contract to illiterate workers and to ensure its implications are clearly understood. The information must be complete and not misleading in any way.
- Employers should give applicants a written copy of the contract in a language each worker understands. This should be signed, or assent given, prior to deployment, and adequate time should be allowed so the full implications of the contract can be understood. Contract signing at the airport or point of arrival should be prohibited. On arrival contracts terms and conditions should be checked for consistency with the contract agreed at the time of recruitment by a workers' representative.
- Employers should ensure that applicants are able to demonstrate a clear understanding of the employment arrangements.
- Employers should not make any additions or changes to contracts after deployment, even where expressly required by law, without the migrant worker's consent and only after adequate explanation and consultation with a worker representative.
- No worker should ever be asked to sign a blank sheet of paper along with their contract by any employer
- Employers should take steps to identify any form of contract inaccuracy, deception or substitution perpetrated by migrant recruiters, and take swift effective remedial action where necessary. Equally, migrant recruiters should ensure that any contract agreed between migrant worker and employer is consistent with the contractual terms agreed at the time of recruitment.

⁶ A number of the Dhaka Principles address the issue of employment contracts for migrant workers. See Appendix 2 – Checklist for migrant worker contracts.

Principle 3

POLICIES AND PROCEDURES ARE INCLUSIVE

Migrant workers' rights should be explicitly referred to in employer and migrant recruiter public human rights policy statements, relevant operational policies and procedures addressing human rights responsibilities.

Company human rights policy statements, operational policies and procedures do not always make specific reference to migrant worker rights. Companies may assume that migrant worker rights will be covered by general company policies and procedures but this is not always the case, moreover such overarching policies frequently fail to provide sufficient detailed guidance on the practical challenges encountered by migrant workers. Migrant workers often face unique circumstances and issues directly related to their migrant status, such as contract deception or substitution, passport confiscation, or language, religious or cultural requirements that might be overlooked without explicit attention. Where migrant workers are not explicitly included in company policies and procedures, performance-tracking systems (e.g. audits) will often fail to pick up areas of particular concern and potential discrimination.

IMPLEMENTATION STEPS

- All business enterprises which work with migrant workers (including user enterprises and migrant recruiters) should adopt a human rights policy commitment that explicitly refers to migrant workers. The policy should be based on international human rights law and be gender-sensitive.⁷ References to migrant workers should focus on their human rights rather than their migrant status.
- The policy should be approved at the most senior level of the business, and responsibility for ensuring migrant worker welfare should lie with a senior manager.
- Supervisors and line managers should be trained to ensure that company policies are effectively and fairly applied to migrant workers. This should include guidance on not accepting any financial inducements, and on avoiding intimidation, threats, sexual harassment and discrimination. Managers should understand what behaviour is and is not acceptable when dealing with migrant workers.
- The policies and procedures, including management systems and performance tracking systems, such as audits, should include detailed provision for the particular challenges migrant workers face. All companies should communicate these to all personnel, suppliers, and other relevant business relationships, and to migrant workers themselves in a language each worker understands.
- Employers should conduct and demonstrate on-going due diligence over the human rights of migrant workers including in their selection of migrant recruiters. They should determine that workers are recruited legally and in accordance with these *Dhaka Principles*, and have not been trafficked or exploited. The process should involve meaningful consultation with migrant workers, their representatives, as well as migrant rights groups and trade unions representing workers in the area or the industry.
- Contracts between business enterprises and their suppliers, and with migrant recruiters, should set out clear guidance on migrant workers' rights and compliance expectations, as well as standards against which performance can be measured. Any audits or monitoring should draw on the perspectives of migrant workers, their representatives and migrant rights groups.
- Migrant recruiters should also conduct and demonstrate on-going due diligence over the human rights of

⁷ UN Guiding Principle 16 provides clear guidance on a company's policy commitments in this regard.
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

migrant workers. They should determine that workers are recruited legally, in accordance with these *Dhaka Principles*, and have not been trafficked or exploited. They should also carry out due diligence on the employer and conditions at the place of work, including health and safety conditions for the migrant workers. The process should involve meaningful consultation with migrant workers, their representatives, as well as migrant rights groups and trade unions representing workers in the area or the industry.

Principle 4

NO WORKERS' PASSPORTS OR IDENTITY DOCUMENTS ARE RETAINED

Migrant workers should have free and complete access to their own passport, identity documents, and residency papers, and enjoy freedom of movement.

Confiscation and retention of migrant workers' passports, visas and other working documents by employers or migrant recruiters is common. This is a contributory factor towards bonded and forced labour and human trafficking. The practice allows the employer/broker to control workers' freedom of movement, ability to change jobs and consequently, often compromises the worker's willingness to complain about poor conditions.

Not being in possession of identity documents makes migrant workers vulnerable to unwarranted attention from local police and security services and can make it difficult to access consular/diplomatic assistance, banking, healthcare and other services.

If working or living conditions are hazardous or fail to live up to contractual expectations, migrant workers sometimes leave the workplace and forfeit their passports, residence and other identity documents. This increases their vulnerability, by rendering them undocumented migrant workers with no legal residence status, unable to find regular/ formal work, and without access to any medical or social services.

IMPLEMENTATION STEPS

- No employer or migrant recruiter should confiscate, or withhold the passports, work permits, or other identity documents, of any migrant worker without their consent. Where the law requires presentation of such documents by the employer, the employer can access the documents but should return them promptly to the worker. Only duplicates should be held by the employer in the workers' personnel files.
- No employer should retain identity documents as a means of restricting a worker's freedom of movement, or to bind them to a particular job, even as a means of deterring migrant workers from breaking the terms of their visas.
- Migrant workers should have access to individual, safe, lockable storage for important documents and other valuables. If migrant workers specifically request that the employer holds their documents for safekeeping, there should be clear and simple procedures for workers to access or take back their documents at any time.
- Where voluntary safeguarding systems are in place for key documents, it should be made clear to workers in their conditions of employment that they shall have free, direct and immediate access to them on request. Employers should retain a written record of the worker's consent.
- Temporary or local identity cards and other smart cards can offer useful additional identification documentation for migrant workers but should not be a substitute for workers' retaining control over their own passports and other similar official documents.
- No employer or migrant recruiter should withhold the bankbooks, ATM or credit cards of any migrant worker.

Principle 5

WAGES ARE PAID REGULARLY, DIRECTLY AND ON TIME

Migrant workers should be paid what they are due on time, regularly and directly.

Migrant workers are often paid less than other workers doing the same job and denied minimum wages. Many also face discrepancies between expected and actual wages. Some employers use false accounting, unregulated payment systems, fraud and the deliberate withholding of pay that is due, as a means of exploitation and control of migrant workers.

Forced savings schemes, irregular payments, and the withholding of pay can cause serious financial difficulties for migrant workers, many of whom may have taken on considerable debt to find work. If they miss loan repayments, they can incur considerable additional penalties and go even deeper into debt. These practices adversely affect families, and indirectly, economies that rely on regular remittances from migrant workers.

In some instances employers pay wages into bank accounts that are inaccessible to migrant workers. This widespread practice can create particular problems if the employer goes out of business or terminates the worker's contract, or at times of crisis when the worker needs funds instantly. Women migrant workers are especially vulnerable, as their wages are frequently deposited into accounts in the employer's name or that of a working husband.

IMPLEMENTATION STEPS

- Employers must pay wages on a regular basis in accordance with the terms of the contract and national law. The contract should contain a breakdown of which costs the employer and worker are expected to pay. Agreed deductions e.g. for accommodation, food, medical care, should be reasonable.
- There should be no hidden deductions of which migrant workers are unaware when signing the contract.
- The withholding or delaying of pay should be prohibited.
- Employers should pay at least the legal minimum wage to all workers or the appropriate prevailing wage, whichever is higher, and comply with all legal requirements on wages. In any event wages should always be enough to meet basic needs and to provide some discretionary income.⁸
- Payments should be made direct to migrant workers, or via an official banking system where such a system exists, and not via a third party, e.g. migrant recruiter. Migrant workers should be able to choose their own bank freely.
- Migrant workers should have full and complete control of any money earned. Pay should be deposited into a bank account in the migrant worker's own name, not in the name of the employer, nor in the case of female employees into the account of a spouse or male relative.
- All workers should receive appropriate pay slips with both payments and deductions clearly itemised and explained in a language each worker understands.
- Forced savings schemes, deposits, and runaway insurance should be prohibited.
- Tracking payment processes should be an integral part of managing migrant workers within company operations and establishes a paper trail for assurance and monitoring of the labour supply.

⁸ This is based on the [Ethical Trading Initiative Base Code](#) and [Fair Labor Association Workplace Code of Conduct](#) in relation to living wages and compensation.

Principle 6

THE RIGHT TO WORKER REPRESENTATION IS RESPECTED

Migrant workers should have the same rights to join and form trade unions and to bargain collectively as other workers.

Migrant workers are sometimes barred from joining trade unions or participating in other forms of workplace representation. This may be due to national laws banning unions, or due to discrimination, intimidation, preventing/failing to provide migrant workers access to the union official or worker representative, or not providing proper information in a language migrant workers can understand to inform them of their rights and choices.

Freedom of association and the right to collective bargaining are fundamental human rights. Companies that do not respect these rights are not meeting the corporate responsibility to respect human rights.

IMPLEMENTATION STEPS

- All workers, including migrant workers, have a human right to form or join a trade union of their choice and to bargain collectively. In some countries the government does not fully protect these rights for any workers. In other countries the government specifically excludes migrant workers from joining or participating in trade unions. Employers must recognise that the failure of governments to fulfil their obligation to protect these human rights does not absolve employers from their responsibility to respect the same human rights.
- Contracts between migrant recruiters and workers must not contain provisions that would prohibit or have the effect of discouraging workers from exercising their right to form or join trade unions and to bargain collectively.
- Employers should not take any measures that would have the effect of discouraging workers including migrant workers, from forming or joining a trade union. Workers should not be subject to any discrimination or dismissal because they support or are seeking to join or form a trade union. Employers should not use the legal status of migrant workers to prevent or discourage their trade union activities. Nor should employers take actions that would cause migrant workers to lose their residence/ work permits because they are suspected of, or support forming or joining a trade union. Respect for the right of all workers, including migrant workers, to form or join trade unions and to bargain collectively should be a public commitment of all business enterprises employing migrant workers.
- In situations where migrant workers are not permitted to be represented by legally recognised trade unions, the employer, to the extent possible, shall respect the self-organisation of migrant workers and engage with representatives of their organisations. In these situations the employer shall not avoid any genuine opportunity to bargain collectively. Employers should not seek to establish or support committees or organisations where the effect is to discourage workers from joining or forming their own organisations.
- Employers should facilitate the participation of migrant workers in the industrial relations of the business enterprise. Independent translation facilities should be made available to allow migrant workers to communicate confidentially and collectively with worker representatives. Employers should make facilities available, and provide reasonable time off, for union workplace representatives to advise migrant workers of workplace issues and their rights.
- Employers should allow access by local migrant workers support groups to the workplace where barriers exist to migrant workers ability to join trade unions. On no account should this be a substitute to respecting the right of migrants to form or join trade unions of their choosing.

Principle 7

WORKING CONDITIONS ARE SAFE AND DECENT

Migrant workers should enjoy safe and decent conditions of work, free from harassment, any form of intimidation or inhuman treatment. They should receive adequate health and safety provision and training in relevant languages.

Migrant workers often have to endure working conditions that violate their human rights. They may be subjected to physical, psychological, or even sexual abuse, or may face harassment or inhumane disciplinary measures. Migrant workers are frequently targeted to work over-time, or are forced to work excessively long hours under threat of wage deductions or dismissal.

Health and safety provision for migrant workers is often sub-standard. Migrant workers are not always included in standard company health and safety training. Language, culture, and comprehension issues often compound migrant workers' lack of awareness of health and safety issues. Health and safety training, manuals, signage and product/equipment labelling are often not available in languages migrant workers can understand, posing significant health and safety risks. Migrant workers may also be denied access to healthcare, including reproductive health.

IMPLEMENTATION STEPS

- Migrant workers should not be subjected to harassment, harsh or inhumane treatment. The use or threat of physical force or sexual violence, or intimidation of any kind should be strictly prohibited.
- All conditions of work, including regular hours, overtime, days off, permitted breaks (including for religious purposes), and disciplinary procedures where applicable should be clearly defined and communicated to all workers in a language each worker understands.
- Disciplinary procedures should not entail the use of punitive fines. No worker should be forced to sign a letter of resignation in advance or any blank paper.
- Migrant workers should be able to terminate their employment with reasonable notice without penalty or as provided in national law. The employment contract should stipulate a period of reasonable notice for termination initiated either by the employer or the worker.
- Migrant workers should not be forced to work overtime, and disciplinary measures should not include forced overtime work, nor should there be a threat of dismissal, penalty, or involuntary repatriation in cases where migrant workers refuse to work beyond contracted hours.
- Migrant workers should be free to return home during paid leave, without fear of reprisal or sanction.
- Employers should ensure that migrant workers are included in all health and safety training provided at the workplace. This should be in a language each worker understands, and migrant workers should be required to provide feedback on any training or materials received to demonstrate their understanding.
- Migrant workers must have access to adequate health and safety equipment. Labelling of hazardous chemicals, operational instructions for machinery etc. should be translated into relevant languages and provided verbally as well as in writing. Posters and safety notices should also be in a language each worker understands or in pictorial form.
- Migrant recruiters should carry out due diligence to determine if workplaces are safe, and should ensure that any workers they have recruited/placed receive health and safety training.
- Employers should respect migrant workers' religious practices, make appropriate facilities available for religious observance, enable access to places of worship, and ensure their meals conform with any religious requirements.
- Employers should provide or ensure access to healthcare for all workers. Employers should have a policy to cope with illness, accident or pregnancy of migrant workers, and provide them with information on the prevention

and treatment of relevant infectious and communicable diseases, including sexually transmitted diseases.

- Migrant workers should have access to worker compensation in cases of injury. This should not be restricted only to those with regular migration status.

Principle 8

LIVING CONDITIONS ARE SAFE AND DECENT

Migrant workers should enjoy safe and hygienic living conditions, and safe transport between the workplace and their accommodation. Migrant workers should not be denied freedom of movement, or confined to their living quarters.

Migrant workers' dormitories or shared accommodation are often cramped and unsafe, and may lack privacy or basic hygiene. Migrant workers, particularly women, may be confined to their living quarters or denied freedom of movement outside working hours. Where employers do not provide safe transport between living quarters and the workplace, migrant workers may face harassment or detention by local authorities, as well as physical or psychological abuse while travelling to and from work.

Migrant workers frequently have minimal leisure and recreational opportunities outside of work. They often receive little support (if any) in helping them adjust to the local culture or environment, or in dealing with being separated from their families and homes, which can have detrimental effects on their physical or mental health.

IMPLEMENTATION STEPS

- Migrant workers should be able to choose whether to live in company-provided housing or to make their own living arrangements. Where migrant workers decide not to live in company housing, the employer should provide them with clear information in a language each worker understands on accommodation options and details of transportation to and from the workplace.
- All accommodation provided by the employer to migrant workers should be safe, clean and hygienic, with potable and running water, adequate sanitary facilities, as well as temperature-control equipment where necessary. Workers should have adequate personal space and some privacy. Buildings should meet all laws concerning multiple occupancy dwelling and local building regulations.
- Employers should make provision for safe travel between company housing and the workplace where needed. This should include safe transport for women, particularly after dark.
- No employer or landlord should confine migrant workers to their living quarters or restrict their freedom of movement outside of working hours. Security personnel should not impede migrant workers' ability to come and go. Any restrictions on freedom of movement resulting from legal requirements or as a result of legitimate security concerns should be set out in the employment contract.
- Employers should take account of migrant workers' dietary needs related to health or religious requirements, and make appropriate meals available in dormitory canteens.
- Employers should provide or facilitate access to social and leisure activities for their migrant workforce. Migrant workers living in company-provided housing should have access to recreation facilities.

Principle 9

ACCESS TO REMEDY IS PROVIDED

Migrant workers should have access to judicial remedy and to credible grievance mechanisms, without fear of recrimination or dismissal.

Many migrant workers lack access to effective remedy when their rights are abused. Migrant workers seeking any form of redress, which can range from an apology, reinstatement, restitution to compensation, often face huge challenges accessing State-run judicial mechanisms such as courts or labour tribunals, or non-judicial grievance mechanisms such as publically funded mediation services where they exist. Migrant workers in many cases do not have access to operational level (company) grievance mechanisms. There is often a lack of awareness among migrant workers of their rights to bring complaints concerning their working conditions or treatment either to State or to company mechanisms. Migrant workers moreover may be deliberately misinformed or denied access to worker representatives who could advise them on the process to access independent legal advice. This situation is frequently exacerbated by language or cultural barriers. They may fear discrimination, intimidation, or losing their jobs and being repatriated. This fear will be particularly acute when migrant workers face financial pressures, such as a heavy debt or where wages or benefits are outstanding.

In some countries, work permits/visas are terminated the moment a migrant worker is dismissed. This can render it almost impossible for them to pursue their claims in the country where the work took place, as many judicial and non-judicial systems require migrant workers to be present during any hearings/trial. Women migrant workers may face particular obstacles, including legal constraints in some countries on their ability to use the legal system, if they wish to bring claims around unpaid wages, discrimination or sexual violence.

IMPLEMENTATION STEPS

- All workers must have access to judicial or non-judicial grievance mechanisms beyond the company level, including legal complaints procedures. Migrant workers should not be denied access to consular services.
- Employers should provide access to workplace level grievance mechanisms, administered by themselves and their trade unions or in collaboration with others. The mechanism should be explained, and fully accessible, in a language each worker understands. Genuinely confidential channels to lodge complaints or raise concerns should be provided.
- Employers should make appropriate provision for all workers to lodge complaints (individually or with other workers) and to seek remedy without fear of financial penalty, intimidation, recrimination or dismissal. Employers should never threaten to or contact immigration authorities services as a means of eliminating or deterring complaints.
- Employers should ensure that company grievance policies and procedures adhere to relevant laws, are timely, and meet the eight effectiveness criteria⁹ set out in the UN Guiding Principles. Grievance procedures should be reviewed regularly with input from workers' representatives, and performance should be tracked impartially.
- Employers should not interfere with migrant workers' approaches to worker representatives who can provide impartial advice on, and support with accessing, appropriate grievance mechanisms, including translation/interpreting and legal assistance. Employers should not use such mechanisms to undermine the exercise of the workers' right to form or join trade unions or to use such mechanisms to deny workers access to legal remedies.
- Dismissal procedures should always allow for a proper suspension period to enable workers to pursue an independent investigation without risk of deportation.

⁹ UN Guiding Principle 31 sets out effectiveness criteria for non-judicial grievance mechanisms. These should be: a) legitimate, b) accessible, c) predictable, d) equitable, e) transparent, f) rights-compatible, g) a source for continuous learning, and h) at the operational level be based on engagement and dialogue.

- Migrant workers whilst pursuing complaints should have the right to remain employed. Accommodation should remain available throughout the complaints process.
- Grievance mechanisms for female migrant workers should include safe processes specifically designed to identify and address sexual harassment or other gender-related complaints. It may be appropriate to provide safe alternative accommodation in cases involving sexual harassment during the complaints process.

Principle 10

FREEDOM TO CHANGE EMPLOYMENT IS RESPECTED, AND SAFE, TIMELY RETURN IS GUARANTEED

Migrant workers should be guaranteed provision for return home on contract completion and in exceptional situations. They should not, however, be prevented from seeking or changing employment in the host country on completion of first contract or after two years, whichever is less.

Once a migrant worker's contract has expired, the worker is in a particularly vulnerable situation because their related work permits and right to remain in the country may legally expire. In some cases, migrant workers are left to make their own arrangements for return at their own cost. Withholding of final wages and other deductions at the end of employment is a recurrent problem. Migrant workers lack leverage with former employer to pursue claims for payments due once contracts are completed and work permits may have expired.

Contrary to international labour standards, migrant workers are sometimes prevented from seeking or changing employment in the host country due to restrictions placed on them by business enterprises that go beyond any found in national law.¹⁰

IMPLEMENTATION STEPS

- Business enterprises, either the employer or the migrant recruiter, should not prevent migrant workers from seeking employment or from changing employment in the host country by placing restrictions that go beyond any found in national law. Where legally possible, contracts between the migrant workers and the employer or migrant recruiter should explicitly permit the migrant workers to change employment following the completion of the first contract or after two years whichever is less.¹¹
- Employers should arrange and pay for migrant workers' airfare or other reasonable transport costs associated with safe return. All migrant workers' contracts should include clauses guaranteeing safe and timely return home at the end of the contract, or during the contract in cases of medical emergency or political and civil unrest that put workers' lives in danger, or threaten the closure of the workplace.
- At the end of a contract all migrant workers should be paid outstanding wages and any other benefits or savings accrued in full. These should be paid to the workers before they leave for home.
- Where migrant workers terminate their contract early, there must be no penalty for doing so except where established in the worker's original contract, and the worker must be given access to all savings and receive the usual assistance in repatriation.
- Employers should provide migrant workers with return tickets home at the employer's expense prior to the end of the contract if a migrant worker becomes pregnant, needs to travel home for a family emergency, or wishes to leave the place of employment for any reason and at any time, unless the migrant worker is in clear breach of contract.
- Employers should honour contracts with migrant workers and not use false reasons for terminating a worker's contract prematurely to avoid the costs associated with repatriation at the end of the normal contract term.
- In cases of retrenchment, the employer should assist migrant workers in finding new work, or provide a proper compensation package, including the costs of returning home.

¹⁰See ILO Convention 143 - Migrant Workers (Supplementary Provisions), Article 14.

¹¹ILO Convention 143, Article 14 states that "a member may (a) make the free choice of employment, while assuring migrant workers the right to geographical mobility, subject to the conditions that the migrant worker has resided lawfully in its territory for the purpose of employment for a prescribed period not exceeding two years or, if its laws or regulations provide for contracts for a fixed term of less than two years, that the worker has completed his first work contract.

APPENDIX 1 - INTERNATIONAL STANDARDS & CODES

Core Principle A	All workers treated equally and without discrimination
<p>Authoritative international standards International Covenant on Economic, Social and Cultural Rights [Article 7] International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families [Articles 25, 47,48 & 55] International Convention on Migrant Workers and its Committee ILO Convention 97 - Migration for Employment [Article 6 & 9] ILO Convention 95 - Protection of Wages Convention [Article 8] ILO Convention 143 - Migrant Workers (Supplementary Provisions) [Article 10] ILO Convention 181 - Private Employment Agencies [Article 5] ILO Convention 111 - Discrimination (Employment and Occupation) Convention ILO Convention 100 - Equal Remuneration Convention ILO Committee of Experts, 1999, article 266</p> <p>Other codes/principles/policies CIETT Code of Conduct [Principle 6] Memorandum of Understanding between CIETT Corporate Members and UNI Global Union ITUC Resolution on a Fair Migration Policy 2011 [Part 4] ITUC Resolution Migration 2011 [Undocumented workers] Global Unions Principles on Temporary Work Agencies [Page 3]</p>	
Core Principle B	All workers enjoy the protection of employment law
<p>Authoritative international standards ILO Recommendation 198 - Employment Relationship Recommendation</p> <p>Other codes/principles/policies CIETT Code of Conduct [Principle 4]</p>	
Principle 1	No fees are charged to workers
<p>Authoritative international standards ILO Convention 181- Private Employment Agencies Convention [Article 7] ILO Convention 96 - Fee-Charging Employment Agencies Convention (Revised) [Article 5]</p> <p>Other codes/principles/policies ITUC Resolution on Migrant Workers 2010 [Point 9] ITUC Resolution on a Fair Migration Policy 2011 [Point 6] ITUC Resolution Migration 2011 [Recruitment agencies] CIETT Code of Conduct [Principle 4] Global Unions Principles on Temporary Work Agencies [Page 3 & 4] Memorandum of Understanding between CIETT Corporate Members and UNI Global Union</p>	
Principle 2	All worker contracts are clear and transparent
<p>Authoritative international standards ILO Convention 97 - Employment for Migration Annex 1 [Article 5]</p> <p>Other codes/principles/policies CIETT Code of Conduct [Principle 3] Global Unions Principles on Temporary Work Agencies [Page 3 & 4]</p>	
Principle 3	Policies and procedures are inclusive
<p>Authoritative international standards International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families [Article 54] UN Guiding Principles on Business and Human Rights [Principles 16, 17 & 18]</p>	

Principle 4	No workers' passports or identity documents are retained
<p>Authoritative international standards <i>International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families</i> [Article 21]</p> <p>Other codes/principles/policies <i>Global Unions Principles on Temporary Work Agencies</i> [Page 4]</p>	
Principle 5	Wages are paid regularly, directly and on time
<p>Authoritative international standards <i>ILO Convention 95 - Protection of Wages Convention</i></p>	
Principle 6	The right to worker representation is respected
<p>Authoritative international standards <i>International Covenant on Economic, Social and Cultural Rights</i> [Article 8] <i>International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families</i> [Article 26, 40 & 42] <i>ILO Convention 87 - Freedom of Association and Protection of the Right to Organise Convention</i> <i>ILO Convention 98 – Right to Organise and Collective Bargaining Convention</i></p> <p>Other codes/principles/policies <i>CIETT Code of Conduct</i> [Principle 7] <i>ITUC Resolution on Migrant Workers</i> [Point 8] <i>ITUC Resolution Migration 2011</i> [Undocumented workers] <i>Global Unions Principles on Temporary Work Agencies</i> [Page 3 & 4] <i>Memorandum of Understanding between CIETT Corporate Members and UNI Global Union</i></p>	
Principle 7	Working conditions are safe and decent
<p>Authoritative international standards <i>International Covenant on Economic, Social and Cultural Rights</i> [Article 7] <i>ILO Convention 187 - Promotional Framework for Occupational Safety and Health Convention</i> <i>ILO Convention 155 - Occupational Safety and Health Convention</i> <i>ILO Convention 161 - Occupational Health Services Convention</i></p> <p>Other codes/principles/policies <i>CIETT Code of Conduct</i> [Principle 5] <i>Global Unions Principles on Temporary Work Agencies</i> [Page 3]</p>	
Principle 8	Living conditions are safe and decent
<p>Authoritative international standards <i>International Covenant on Economic, Social and Cultural Rights</i> [Article 11]</p>	
Principle 9	Access to remedy is provided
<p>Authoritative international standards <i>UN Guiding Principles on Business and Human Rights</i> [Principle 22, 25, 29 to 31]</p> <p>Other codes/principles/policies <i>ITUC Resolution Migration 2011</i> [Undocumented workers] [Recruitment agencies] <i>Global Unions Principles on Temporary Work Agencies</i> [Page 4]</p>	
Principle 10	Freedom to change employment is respected, and safe, timely return is guaranteed
<p>Authoritative international standards <i>International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families</i> [Article 32 & 67] <i>ILO Convention 143 - Migrant Workers (Supplementary Provisions)</i> [Article 14]</p>	

APPENDIX 2 – CHECKLIST FOR MIGRANT WORKER EMPLOYMENT CONTRACTS

Many of the Dhaka Principles address protections that should be afforded to migrant workers in employment contracts. Contracts should be in writing and in a language the worker can understand. The terms should be clear and understandable. Where the worker is illiterate, the contract and terms of employment should be fully explained to the worker.

Employment contracts should include:

- The worker's name, date of birth, birthplace, nationality, and other unique identity information, e.g. passport number, place and date of issue, and expiry.
- The worker's emergency contact details.
- A basic job description
- Identification of the site of employment.
- The duration of the contract and renewal conditions. The renewal conditions should make it clear that the employer will bear the full costs of extending working visas and other costs associated with contract extension.
- A comprehensive breakdown of all legitimate recruitment expenses (e.g. travel, medical checks and travel documents) to be covered by the employer. The contract should make it clear that no recruitment or placement fees will be charged to the worker.
- Regular hours of work, expected overtime, frequency of rest days, and holidays. It should spell out the maximum amount of overtime hours permitted consistent with national law or the prevailing industry practice whichever is the least onerous.
- Basic, overtime, and holiday rates of remuneration, and an estimate of the worker's minimum monthly net pay.
- A clear explanation of the means of payment of the salary to the worker.
- A list of all bonuses and allowances where they exist, as well as any non-cash compensation and work-related benefits, such as medical and social security benefits and sick, emergency, and annual leave.
- Outline of sickness and employment injury compensation, and emergency medical care procedures.
- A clear description of all the conditions and the level at which the employer may make deductions from remuneration. Agreed deductions, such as for accommodation, food, medical care, should be reasonable.
- No provisions that would prohibit or have the effect of discouraging workers from exercising their right to form or join trade unions and to bargain collectively subject to applicable laws and regulations.
- Describe the working and living conditions, including any costs for accommodation, food and transport, any curfews and/or any restrictions on freedom of movement arising from local laws or legitimate security concerns.
- A reasonable notice period stipulated for the termination of the employment contract by the employer and the worker.
- Any reasons for which a contract may be prematurely terminated.
- Outline of complaints and grievance mechanisms systems, and a settling of dispute clause.
- Clauses guaranteeing safe and timely return home at the end of contract, or during the contract in emergency situations.

This checklist is sourced from the Dhaka Principles for Migration with Dignity, © IHRB 2012; BSR's *Migrant Worker Management Toolkit: A Global Framework*, © BSR 2012; and Verité: *Understanding the Policy Context of Hiring, Human Trafficking and Modern-Day Slavery. A Brief for Responsible Business*, © 2011.

APPENDIX 3 - KEY RESOURCES

BSR: [Migrant Worker Management Toolkit: A Global Framework, Managing Workers and Protecting Rights](#)
© BSR 2012

BSR: [Good Practice Guide: Global Migration](#)
© BSR 2010

BSR: [International Labour Migration: The Responsible Role For Business](#)
© BSR 2008

Clean Clothes Campaign: [False Promises – Migrant Workers In The Global Garment Industry](#)
© CCC Discussion Paper, 2009

Ethical Trading Initiative: *The ETI - Base Code*
<http://www.ethicaltrade.org/eti-base-code>

Fair Labor Association: *FLA Workplace Code of Conduct*
<http://www.fairlabor.org/labor-standards>

Global Unions: *A Primer in Global Unions and What They Can Do For Migrant Workers*
<http://www.global-unions.org/global-unions-primer-on-migrant.html>

IFC and EBRD: [Workers' accommodation: processes and standards](#),
© International Finance Corporation and European Bank for Reconstruction and Development, 2009

ILO: [Fact Sheet on Discrimination against Migrants](#)
© ILO 2006

ILO: [International labour migration. A rights based approach](#)
© 2010

ITUC: *ITUC Guide - How to Combat Forced labour and Trafficking*.
<http://www.ituc-csi.org/ituc-guide-how-to-combat-forced.html?lang=en>

Verité and ManpowerGroup
[An Ethical Framework for Cross-Border Labor Recruitment: An Industry/Stakeholder Collaboration to Reduce the Risks of Forced Labor and Human Trafficking](#)
© 2012

Verité: [Help Wanted - Fair Hiring Toolkit](#)
© 2011

Verité: [Understanding the Policy Context of Hiring, Human Trafficking and Modern-Day Slavery. A Brief for Responsible Business](#)
© 2011

UN.GIFT: [Human Trafficking and Business: Good practices to prevent and combat human trafficking](#)
© UN.GIFT 2010