

## 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 contract<sup>6</sup>, 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.

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