

# **Responsible Recruitment Guidelines**

Implus expects all our manufacturing partners to practice responsible recruitment in accordance with local laws and international standards. Implus has developed these expectations from key retailer customers including Dick's Sporting Goods Responsible Recruitment requirements (of their Global Sourcing Compliance for Vendors) and Walmart's Responsible Recruitment requirements.

Implus is committed to the American Apparel & Footwear Association and the Fair Labor Association's Industry Commitment to Responsible Recruitment. Learn at <u>CSR Guidance:</u> Commitment to Responsible Recruitment.

### As such:

- No worker must pay for their job.
- Workers must retain control of their travel documents and have full freedom of movement
- All workers must be informed of the basic terms of their employment before leaving home.

Suppliers are responsible to ensure these guidelines are met when recruiting and employing migrant workers:

### **BEFORE EMPLOYMENT**

**FEES AND EXPENSES** - Migrant workers shall not pay any fees or expenses to any recruitment agency or to the factory in order to secure or retain employment. The provision of fees and expenses shall be clearly communicated to migrant workers in a language they understand at the beginning of the recruitment process before their departure from home country.

**IDENTITY DOCUMENT** – Employers shall understand that confiscation or withholding of any worker's original passports, visas or work permits is strictly prohibited.

**EMPLOYMENT CONTRACT** – Migrant workers shall have valid visas and work permits. They shall also be provided with and voluntarily sign a written contract of employment in their local language. Migrant workers shall not be held in debt bondage or forced to work in order to pay off a debt. The contract of employment shall clearly include the worker's rights and responsibilities, working hours, rates of payment, benefits, calculation of legal deduction, contract terms including start and end dates and other relevant terms and conditions of employment. The contract between the factory and migrant workers shall be in line with or better than the contract between the recruitment agency and migrant workers if applicable.

#### **DURING EMPLOYMENT**

<sup>&</sup>lt;sup>1</sup> These Guidelines are taken from Dicks Sporting Good's Global Sourcing Compliance for Vendors manual under the Responsible Recruitment section (page 43). All attribution should be made to DSG's compliance team.



**DEPOSITS** – Migrant workers shall not be required to lodge deposits or security payment, except if it is in particular required by receiving country law.

**ORIENTATION** – Migrant workers shall be undertaken an orientation in their local language at the factory include, but not limited to, factory policies & Code of Conduct, relevant job training, health & safety training, workplace equality, grievance procedures and termination policies.

**CONTRACT ONSITE** – Employment contracts between migrant workers with the agency and/or with the factory shall be available at the factory at all times.

# **AFTER EMPLOYMENT**

**REPATRIATION** - At the end of the contract, and where there is no other contractual or legal obligation, the factory shall cover the costs of the migrant worker's return home. Depending on any agreements with the recruitment agency or government services, the factory must also handle the repatriation process itself, i.e. booking tickets, arranging transportation to the disembarkation point, etc.

Suppliers who do not comply with these expectations may be subject to consequences, up to and including termination of business with Implus. If the local law and the Responsible Recruitment Guidelines differ, the more stringent requirement will apply.

We request that you retain all policies, procedures and tracking of recruiters and workers demonstrating compliance with Responsible Recruiting Guidelines for at least five years, and to produce them to Implus upon request.