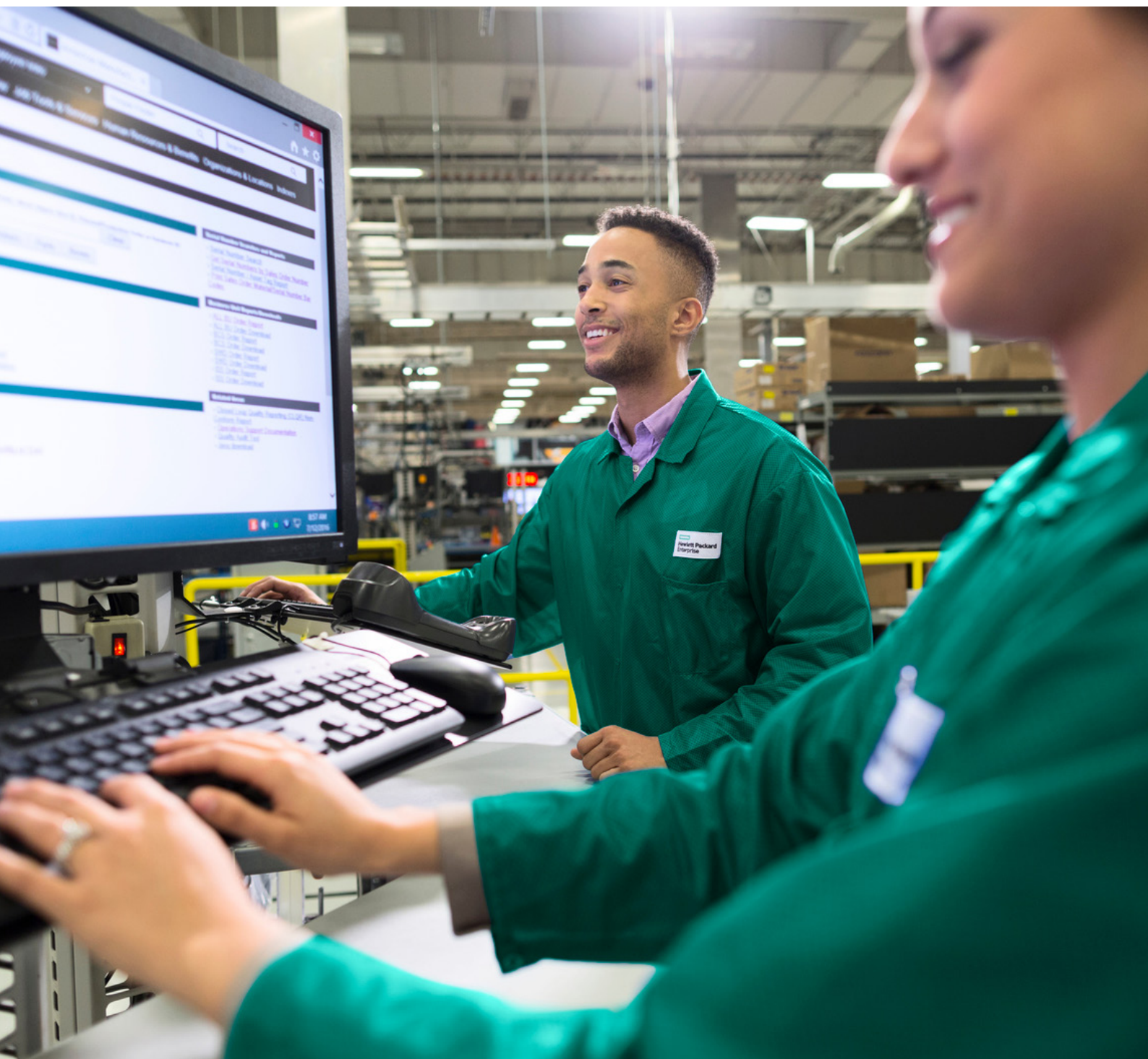




HEWLETT PACKARD ENTERPRISE MIGRANT WORKER STANDARD

Version 2





Organization: Ethics and Compliance Office

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OBJECTIVE

The objective of this standard is to set forth the minimum requirements for the appropriate and ethical recruitment, employment and management of, and support for migrant workers by or on behalf of suppliers doing business with Hewlett Packard Enterprise (HPE).

Although this standard sets out good practice that could be applied to recruitment and management of all workers, we recognize the heightened vulnerabilities of migrant workers. Migrant workers—both foreign and internal—face additional forced labor risk given the common challenges of travel, distance from family and home, language barriers, ethnic inclusion, and living and working in an unfamiliar environment.

HPE defines a migrant worker as a person who either migrates within their country of origin (internal migration) or outside it (crossing an international border) to pursue employment. A foreign migrant worker is an individual who is recruited and migrates from their country of origin to another country where they are not a permanent resident for specific purposes of employment with the supplier. An internal, or sometimes known as domestic, migrant worker is an individual who is recruited and migrates from their habitual place of residence to another state/province/region within the same country where they are a national for specific purposes of employment. For the purposes of this document, the term “migrant worker” refers to foreign migrant workers and internal migrant workers.

Thank you to all stakeholders who reviewed and contributed to the development of this updated standard.

SCOPE

All suppliers and facilities globally that are involved in manufacturing HPE’s products, packaging, parts, components, subassemblies, and materials, or involved in processes related to that manufacturing, and all suppliers that provide services to or on behalf of HPE.





POLICY

The [HPE Supplier Code of Conduct \(Supplier COC\)](#) expressly forbids any forced, bonded, indentured, involuntary prison labor, slavery or trafficking of persons. Recognizing the particular vulnerability of migrant workers to exploitative labor practices and risks of forced labor, this policy sets out the minimum requirements for the recruitment, selection, hiring and management of both foreign and internal migrant workers by or on behalf of suppliers doing business with HPE.

Suppliers must comply with all applicable national and local labor laws, together with the HPE Supplier COC and shall respect the rights expressed in the ILO Core Conventions regarding forced labor (including [Forced Labor Convention, 1930 \(No. 29\)](#) and [Abolition of Forced Labor Convention, 1957 \(No. 105\)](#)) and the [United Nations Guiding Principles on Business and Human Rights \(UNGPs\)](#). Where this standard and the national or local laws and/or guidelines have requirements in the same area, suppliers shall meet the more stringent requirements, implementing best practice approaches along with legal compliance.

All work shall be freely chosen, overtime work shall be voluntary, and migrant workers shall be free to terminate their employment with a supplier upon reasonable notice without penalty. Migrant workers shall not be required to pay for their employment. Suppliers shall maintain adequate controls to ensure that migrant workers have not been charged recruitment or placement fees during their recruitment process.

There shall be no fraud, deception, nor coercion in the recruitment, placement, transportation or management of migrant workers. Suppliers and their recruitment agents shall proactively communicate with migrant workers about all aspects of employment terms and conditions, including leave policies, and be transparent about the job and its requirements and terms and conditions at all times. All foreign migrant workers must be employed and paid directly by the supplier, not by agents, sub-agents, or third parties. All migrant workers must be provided a written employment contract, in their native language, prior to departure from their home country that describes all the terms and conditions of their employment with the supplier.

Neither suppliers, recruitment agents, nor any other third parties shall hold official migrant worker identification documents, passports, travel papers or other personal documents.

Suppliers shall establish appropriate due diligence and monitoring programs to screen and manage any recruitment agents used to select, recruit and/or transport migrant workers. Due diligence should include all recruitment business partners including sub-agents and ensure ethical recruitment practices. Under no circumstances should any worker be recruited from a prison, detention, re-education or similar center. Suppliers shall establish systems to oversee the training and management of migrant workers on equal terms with local workers, consistent with local law and the requirements in the Supplier COC.





Employment Contracts¹

Foreign migrant workers

- Employment contracts for foreign migrant workers shall be signed directly with the supplier, not with a recruitment agent. Foreign migrant workers shall be employed and managed directly by the supplier.²
- The required notice period for foreign migrant workers to terminate their contracts early shall not exceed one month, unless required to be less per local law. Foreign migrant workers shall not be penalized for early termination of their employment contract with required notice. See [Table 1](#) of the Appendix for requirements on termination of employment contracts without required notice and for leaving under special circumstances.
- Contracts shall be provided to foreign migrant workers for review and signature in reasonable advance of their departure from their home country.

All migrant workers

- Suppliers shall only hire migrant workers who are legally permitted to work in the receiving country/location and employment contracts shall be legally valid and enforceable in the receiving country/location.
- Employment contracts shall be provided to migrant workers for review with reasonable advance of their departure from the sending country/location³, in order to provide workers sufficient time to review and discontinue the process without penalty.
- For illiterate migrant workers, the contract terms and conditions shall be verbally explained in their native language prior to signing the contract and workers' understanding of the contract terms shall be confirmed.
- Migrant workers shall be provided a signed copy of their employment contract in their native language prior to their departure from their home country.⁴
- All employment contracts shall stipulate, at a minimum, the terms in [Table 2](#) of the Appendix.
- Contract substitution is prohibited. Any amendments to the employment contract after arrival in the receiving country or new location must be in line with local labor laws, clearly explained to the migrant workers in their native language, and authorized through an amendment freely consented to and signed by the worker. If an amendment is for materially worse terms and the migrant worker does not consent to the change, they should be provided the choice to terminate their contract without penalty and be provided return transportation at the supplier's cost to their home.

¹ In countries where the legal employment agreement is other than an employment contract, such as an employment letter or other agreement, such a document may be used, provided it is legally enforceable in the receiving country and meets the requirements contained in this standard.

² Foreign migrant workers may be employed through an outsourced employment arrangement if the worker is a European Union member country citizen working in another European Union member country.

³ HPE recommends providing contracts to workers at least one week in advance of departure.

⁴ Foreign migrant workers already in the receiving country at point of hire with valid working documents shall sign contracts prior to beginning employment.

Use of Recruitment Agents

- Suppliers should seek, where possible, to minimize the use of recruitment agents and hire migrant workers directly. Where recruitment agents are used, suppliers shall only use legally licensed recruiters in both the sending and receiving countries or domestic locations.





- Suppliers shall conduct proper due diligence on recruitment agents and sub-agents prior to their engagement. Such due diligence shall evaluate the recruitment agent's legal status, ethical practices, any record of penalties or complaints, and the capability to fulfill the supplier's requirements while meeting the specifications of this standard and the Supplier COC.
- Suppliers shall have a written contract (e.g. service agreement) with any recruitment agents specifying the terms and conditions for recruitment and hiring of migrant workers including adherence to the requirements of this standard and the Supplier or Responsible Business Alliance (RBA) COC. Supplier shall provide copies of recruitment agent contracts to HPE for all agents used at the facility to demonstrate compliance with these requirements.
- Supplier-recruitment agent contracts shall explicitly prohibit the charging of fees to potential migrant workers by recruitment business partners including any sub-agents, and assign responsibility to the supplier for reimbursement should fees be identified.
- Suppliers shall conduct audits of recruitment agents every two years to ensure that they meet the requirements specified in the contract, this standard, and the Supplier COC.
- Suppliers are responsible for ensuring recruitment agents conduct due diligence on sub-agents including legal status and compliance history and are to disclose the details of any sub-agents to suppliers including the terms of agreement between the recruiter and sub-agent. Contracts between agents and sub-agents must stipulate which party bears costs, and no fees required by workers.
- Suppliers (including employees and representatives) shall not accept any compensation, benefit, reimbursement or other items of value from recruitment agents, sub-agents or other third parties involved in the recruitment process.

Recruitment Fees and Costs

- Migrant workers shall not be required to pay for their employment. The costs and fees associated with recruitment, travel and processing of migrant workers shall be covered by the supplier, at a minimum as specified for foreign and internal migrant workers in [Table 3](#) of the Appendix. Suppliers hiring migrant workers shall report invoice and payment documentation demonstrating that any recruitment fees were paid by the supplier for all migrant workers in their facility.
- Suppliers shall pay the costs of recruitment directly to the extent possible. In instances where workers were found to have paid fees, suppliers shall reimburse within 90 days of the identification of fees paid by migrant workers.

Deposits/Forced Savings

- Migrant workers shall not be required to lodge deposits or post bonds at the time of their recruitment or at any point during their employment.
- Migrant workers shall not be required to participate in savings programs, unless legally required. If a migrant worker chooses to voluntarily participate in a savings program, the worker shall retain full access to their account at all times. Neither the supplier nor any recruitment agents are allowed access to migrant worker bank accounts at any time.

Document Retention

- Neither suppliers, recruitment agents nor any other third parties shall hold original migrant worker identification documents, passports, travel papers, or other personal documents. Where suppliers are legally required to hold documents, suppliers shall securely store and protect the document and must implement alternative means to ensure worker freedom of movement, including workers' right to request and retrieve documents at any time. Where documents must be submitted to authorities for visas or work permits (new or renewal), the worker shall be given a photocopy of all documents submitted.
- Suppliers must provide migrant workers with individual, safe, secure, lockable storage for documents and other valuables. Such storage shall be adequately protected from unauthorized access, and at no cost to the worker.





Working Conditions during Employment

- The treatment of migrant workers shall be equal with that of local workers. This includes the same wage rate for the same job, equal opportunity for bonuses and promotions, regular and overtime hours, shift arrangements, holidays, access to facilities, insurance and any other benefits, except where different benefits are specified under local law. Registration of migrant workers' applicable social security, work accident insurance and other benefits shall be made timely.
- Suppliers shall ensure that migrant workers are treated ethically and humanely, and provided with a safe working environment consistent with the Supplier COC. Migrant workers shall not be subjected to any forms of discrimination, threats, harassment or abuse. Suppliers should take proactive steps to provide resources and guidance to support migrant workers in their understanding of and adapting to local life, and ensuring a welcoming environment, free from discrimination. HPE encourages suppliers to embrace diversity as beneficial to business and society, and to understand specific vulnerabilities on workers based on ethnicity, culture, religious beliefs, sexual orientation and preferences.
- Migrant workers shall not be unreasonably restricted in their movements including during working hours to access drinking water and toilets, to leave the facility during meal breaks or from supplier provided accommodations unless there are legitimate security concerns or where required by law. Any such restrictions should be clearly specified in the employment contract and should be applied equally to all workers.
- Migrant workers shall be free to return home during leave, without threat of penalty or termination.
- All facility policies and procedures shall be provided in the migrant worker's native language.
- Migrant workers shall be adequately trained in the facility's policies and procedures, health and safety requirements, exit routes in case of fire or other emergencies and any other job-related requirements necessary to their role prior to commencing their employment. Such training shall be conducted in the native language of the migrant workers.
- Migrant workers shall be provided access to proper medical care when they are ill or injured with assistance from translators if they do not speak the local language.

Accommodation

- Where suppliers provide, facilitate access to or manage accommodations for migrant workers, such accommodations shall be safe, hygienic, and well maintained with access to potable water, clean toilet facilities, sanitary food preparation areas (if applicable), appropriate emergency exits, fire suppression and notification equipment, clean bathing/showering facilities, adequate heat and ventilation, reasonable personal space, and secure storage.⁵
- Where suppliers provide, facilitate access to or manage accommodations, such accommodations shall meet or exceed receiving country/location housing and safety standards, and should seek to meet global best practice as identified by the [IFC & EBRD Guidance Note](#) and [ILO Guidance](#).
- Migrant workers shall be offered safe, free transportation between that accommodation and place of work.

⁵ For detailed guidance on accommodation, please refer to International Finance Corporation (IFC) and European Bank for Reconstruction and Development (EBRD) Workers' accommodation: processes and standards, [ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/publications/publications_gpn_workersaccommodation](https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/publications/publications_gpn_workersaccommodation)





Wages and Working Hours

Foreign migrant workers

- Foreign migrant workers may not be paid by a third party.⁶

All migrant workers

- Migrant workers shall be compensated at the same rates for the same work as local workers and shall be provided with no less than the minimum wage and benefits specified by local law.
- Migrant workers shall be paid regularly and in a timely manner.
- Migrant workers shall be provided a pay slip with appropriate details to understand the basis on which they are compensated. This shall include separate itemization for overtime, bonuses, deductions and other components of compensation.
- Pay slips shall be provided in the migrant worker's native language or the worker shall be provided a key to enable them to translate the itemization.
- Total working hours as stated in the employment contract are not to exceed local law, or 60 hours per week, whichever is lower.
- All overtime must be voluntary. Workers shall have the right to refuse overtime requests without threat of penalty.

Grievance Mechanisms and Worker Voice

- Suppliers shall have effective, confidential grievance mechanisms, available in the migrant workers' native languages, and shall ensure that workers can raise grievances without intimidation or fear of retaliation. Such mechanisms should also include the ability to report grievances anonymously if desired, unless restricted by local law.
- Suppliers shall have procedures in place to respond to and address grievances in a prompt manner. The resolution of grievances shall be reported back to workers. Workers who disagree with how a grievance is resolved shall be given the opportunity to appeal the decision. No retaliation shall be taken against any worker, including migrant workers who report grievances.
- Suppliers shall support migrant workers' well-being by providing outreach and training to help them settle locally, understand their rights, and access a channel for emotional or personal support.

Freedom of Association

- All workers, including migrants shall have the right to freely join trade unions in accordance with local law, or through alternative worker representation where local law limits freedom of association.
- Employment contracts, facility rules and management must not restrict migrant workers from exercising their rights to freedom of association and collective bargaining in accordance with local law.

Payment of Transportations Costs and Repatriation of Foreign Migrant Workers

- Suppliers shall pay for inbound transportation costs where the foreign migrant worker has been hired from another country (see Table 3 of the Appendix).
- Suppliers shall pay return transportations costs for workers to return to their home country upon completion or termination of an employment contract (see Table 3 of the Appendix).⁷
- Should a supplier need to terminate a worker's contract early due to downsizing, facility closure, pandemic, or other business-related purpose, the supplier shall pay the cost of return transportation to the worker's home country. Alternatively, if other legal employment opportunities are available in the receiving country and the worker wishes to take such employment instead of returning home, then the supplier may support the worker to do so.
- Transportation costs either to the receiving country or return costs to the worker's home country are not required to be paid by the supplier for foreign migrant workers already within the receiving country at time of hire with valid working documents. Additionally, return transportation costs are not required to be paid by the supplier if the foreign migrant worker finds alternative legal employment in the receiving country upon completion of the employment contract.

⁶ Foreign migrant workers may be employed and paid through an outsourced employment arrangement if the worker is a European Union member country citizen working in another EU member country.

⁷ Suppliers should consider providing transportation costs if a foreign migrant worker terminates his or her contract early due to unforeseen circumstances such as family emergency, critical illness or personal safety concern.





Remedy

Suppliers must adhere to all standards in this document and prevent forced labor to the best of their ability. HPE recognizes that supplier due diligence may not surface all incidences and may be due to third party actors' actions or omissions. When nonconformance with this standard is identified, suppliers must take corrective action and remedy in cases where workers underwent harm or paid fees. For additional guidance, suppliers can request a copy of the RBA Standard for the Investigation and Repayment of Fees.

- Suppliers shall be accountable for a timely response and remedy when nonconformance with this standard is identified. Suppliers will commission or cooperate with an investigation, be open and transparent with HPE, engage with and seek HPE approval of a remediation plan, and regularly report on progress. Workers should be engaged in the development or roll-out of the plan, the supplier should continue to engage with workers and monitor impact on workers, and the supplier should commission a third-party assessment to verify closure of serious incidences of forced labor.
- In cases where worker-paid recruitment fees are discovered, the supplier will:
 - Consult with all migrant workers⁸ to assess the degree and amount of fees, propose a reimbursement schedule and amount based on an average (or median) amount workers reported per migration corridor, and engage workers in the plan.
 - Implement management systems improvements to prevent, identify and mitigate cases of fees.
 - Communicate a prohibition of worker-paid recruitment fees policy to all workers and communicate a channel for raising concerns safely and effectively.
 - Engage with all recruitment agencies to ensure agencies and sub-agencies also adopt a policy of no fees, communicate the policy with applicants and workers and maintain management systems to prevent and monitor for fees.
 - Provide a reimbursement plan for HPE approval within 90 days after verification of fee charging. After HPE approves the reimbursement plan, the supplier will complete reimbursement to all in scope workers in the next 90 days.⁹
 - In cases where workers' contracts are completed or terminated, suppliers agree to reimburse all fees upon the workers' last day of employment.
- The supplier is responsible for ensuring the full reimbursements are paid directly to the worker.
- The supplier shall have their worker payments verified through an on-site visit.
- When not possible, or where the migrant worker is legally required to pay a fee or cost directly, the migrant worker shall be reimbursed by the supplier as soon as practicable upon arrival, but no later than 90 days after the worker's arrival in the receiving country.
- Suppliers will put processes and checks in place to ensure worker safety and well-being are prioritized throughout remediation and management system improvements.
- Departed workers¹⁰ that are found to have paid fees shall be repaid within 90 days of providing relevant details for repayment (i.e. bank information, etc.).

⁸ If fees are greater than one month of workers' salaries, then a third party shall be used to conduct worker interviews during the fee investigation process.

⁹ Departed workers have 90 days to accept repayment offer.

¹⁰ Applicable to workers who departed within last six months from the date of verification.



**TABLE 1.** Early termination

- If a foreign migrant worker does not give required notice they shall not be penalized. The supplier must ensure they are paid for all hours worked.¹¹
- Workers are not required to provide full notice, if termination is due to abuse or threat to their own safety.

TABLE 2. Employment Contract Terms

- Name and address of the supplier (the employer)
- Worker's full name
- Worker's date of birth
- Work start date and duration of contract
- Contract termination requirements including notice period not to exceed one month, or less per local law
- Contract renewal provisions
- Description of the location and nature of work to be performed
- Regular wage rate
- Overtime and holiday wage rates
- Regular work hours and shifts
- Anticipated overtime hours with total working hours not to exceed 60 hours per week or local law, whichever is lower
- Method and frequency of wage payment
- Any bonuses and conditions for earning them
- Any allowances
- Full listing of any and all deductions including specification of the type and amount of each deduction and which, if any, are optional
- Description of additional benefits including medical insurance coverage, accident/injury insurance, holidays, annual leave, sick leave, and/or any other applicable benefits (some details may be included in employee handbook or other policy documents)
- Detailed description of living conditions and breakdown of any deductions for accommodations, meals, transportation or other services provided or offered by the supplier
- Description of repatriation process and specification of the costs to be borne by the supplier and the worker
- Any other facility specific requirements, as applicable
- Any other terms required by applicable laws and regulations, including those related to prohibitions on trafficking in persons
- Clear prohibition on charging of recruitment or placement fees
- No terms restricting a worker's rights to freedom of association and collective bargaining consistent with local law

¹¹ The supplier should consider waiving the notice period requirements—if the worker requests early contract termination due to family emergencies, health reasons, personal safety, pandemic, or other legitimate uncontrollable events.





TABLE 3. Fees and costs to be covered by supplier

Foreign migrant workers:

- Agency service fees, recruitment or placement service fees in both sending and receiving countries
- In-bound and out-bound travel costs including airfare or fare for other mode of international transportation, terminal fees, travel taxes and basic in-transit subsistence costs
- Passport
- Visa
- Work and/or residence permits (including renewals)
- Pre-deployment skills tests, certifications, medical exams or other requirements for employment by receiving country or supplier
- Receiving country medical exams
- Pre-and/or post departure training or orientation
- Transportation in receiving country to and from airport to supplier facility or provided accommodations
- Security deposits or bonds
- Levy or other government required fees
- Insurance
- Contributions to worker welfare funds or government provided benefits in sending countries required to be paid by supplier

Internal migrant workers:

- Agency service fees, recruitment or placement service
- Local work permits or government registration fees, where applicable
- Health or medical exams
- Pre-and/or post departure training or orientation
- Insurance

DEFINITIONS

- A **foreign migrant worker** is an individual who is recruited and migrates from their country of origin to another country where they are not a permanent resident for specific purposes of employment with the supplier.¹²
- An **internal migrant worker** is an individual who is recruited and migrates from their habitual place of residence to another state/province/region within the same country where they are a national for specific purposes of employment.
- **Recruitment agents** shall mean private employment agencies (PEA), labor recruiters, labor brokers, and any other third parties involved in the recruitment, selection, hiring, transportation, and/or in some cases management of foreign migrant workers in either sending or receiving countries.
- **Recruitment business partners (e.g. sub-agents)** are any third parties used by a recruitment agent to help facilitate the recruitment, selection, hiring, and/or transportation of foreign migrant workers.
- **Sending country** is the foreign migrant worker's country of origin and citizenship.
- **Receiving country** is the country where the supplier's facility or business operation is located and where the foreign migrant worker is working.
- **Native language** is the language of the migrant worker's country of origin or a language that the migrant worker speaks and understands.

¹² Excludes foreign workers with permanent residency and/or professional employees on short or long term international assignments. Professional employees are defined as those engaged in work that is predominantly intellectual and varied in character as opposed to more routine mental, manual, mechanical, or physical work; such work involves the consistent exercise of discretion and judgment in its performance and is of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time.





REFERENCES

The following standards, regulations, notifications and opinions were used in preparing this standard and may be a useful source of additional information.

Hewlett Packard Enterprise Supplier Code of Conduct:
hpe.com/psnow/doc/c04797632?jumpid=in_lit-psnow-red

Responsible Business Alliance Code of Conduct and member guidance documents on recruitment fees: responsiblebusiness.org/code-of-conduct/

International Finance Corporation (IFC) and European Bank for Reconstruction and Development (EBRD) Workers' accommodation: processes and standards
ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/publications/publications_gpn_workersaccommodation

ILO No. 6 ILO Helpdesk: Workers' housing
ilo.org/empent/Publications/WCMS_116344/lang--en/index.htm

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