

Ethical Recruitment Policy

POLICY STATEMENT

Gi Group UK recognise the responsibility that we share to tackle forced labour. The principles below are drawn from ILO Conventions, Protocols, Recommendations and Instruments such as the Declaration on Fundamental Principles and Rights at Work and the Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy, the UN Protocol to Prevent, Suppress and Punish Trafficking in Persons, Especially Women and Children, the ETI Base Code and the UN Guiding Principles on Business and Human Rights. The principles address businesses and aim to provide clear and practical interpretation of international labour standards. They should also be applied by Gi Group UK's suppliers and their labour providers.

RESPONSIBILITY

UK Chief Executive Office, Paulo Canoa, has overall responsibility for this policy.

SPECIFIC SUPPLIER REQUIREMENTS

COERCION

1. Freedom of Engagement: All workers shall have the right to enter into engagement voluntarily and freely, without the threat of a penalty.
2. Termination of Engagement: Workers shall have the freedom to terminate engagement of indefinite or long duration by means of notice of reasonable length (in accordance with national law or collective agreement) at any time without penalty. Workers on contracts of fixed duration shall not be required to serve beyond the expiry of their contract. Gi Group UK shall not use means to restrict a worker's ability to terminate engagement, for example by requiring deposits, withholding worker documentation, threats or use of violence, imposing financial penalties or requiring payment of recruitment fees.
3. Threat of Violence, Harassment & Intimidation: Gi Group UK shall not exact work or service from any person under the menace of any penalty. This includes the use or threat of physical or sexual violence or harassment.

COERCION IN WAGE PAYMENT, INCLUDING DEBT BONDAGE AND BONDED LABOUR:

4. Wages shall be paid regularly and methods of payment are prohibited that deprive workers of the genuine possibility of terminating

engagement. Wage payments shall not be delayed or deferred such that wage arrears accumulate.

5. Wages shall be paid directly to the worker and should be paid by either BACS transfer or cheque. Payment in the form of vouchers, coupons or promissory notes is prohibited.
6. Payments “in-kind” in the form of goods or services shall not be used to create a state of dependency of the worker on Gi Group UK.
7. Workers that earn wages calculated on a performance-related or piece-rate basis shall not earn less than the legally mandated minimum wage.
8. Workers shall not be held in debt bondage or forced to work for Gi Group UK in order to pay off an actually incurred or inherited debt.
9. Deception in wage payment, wage advances, and loans to workers shall not be used as a means to bind workers to engagement. Advances and loans, and deductions from wages made for their repayment, shall not exceed the limits prescribed by national law. Workers shall be duly informed of the terms and conditions surrounding the granting and repayment of advances and loans.
10. No deductions from wages shall be made with the aim of indebting a worker and binding him or her to engagement, and measures should be taken to limit wage deductions to prevent such conditions. Workers shall be informed of the conditions and extent of wage deductions, and only deductions authorised by national law, collective agreement or arbitration award shall be made.

11. Workers shall not be compelled to make use of stores or services operated in connection with an undertaking.

DISCIPLINARY MEASURES

12. Disciplinary measures should not include sanctions that result in an obligation to work.
13. Compulsory labour shall not be used to discipline workers or as punishment for participation in a strike.

COMPULSORY OVERTIME

14. Workers shall not be forced to work overtime above the limits permitted in national law and collective agreements under the menace of a penalty, for example the threat of dismissal.
15. Work or service outside normal daily working hours shall not be imposed by exploiting a worker’s vulnerability under the menace of a penalty. For example, Gi Group UK shall not set performance targets that result in an obligation to work beyond normal working hours because of the worker’s need to be able to earn the minimum wage.
16. Freedom of Movement: Coercion shall not be used to physically confine or imprison workers to the workplace or related premises, for example Gi Group UK-operated residences. Mandatory residence in Gi Group UK - operated residences shall not be made a condition of engagement.
17. Conditions relating to Skills Development & Vocational Training: Training opportunities provided to workers shall be undertaken voluntarily. Gi Group UK shall not

unreasonably impose work or service as a means of recovering the costs associated with them.

HUMAN TRAFFICKING & FORCED LABOUR MIGRATION FOR ENGAGEMENT:

18. Migrant workers, irrespective of their legal status, shall be treated fairly, and measures shall be taken to prevent abusive conditions and fraudulent practices that may lead to coercion and trafficking for labour exploitation.
19. Migrant workers shall benefit from conditions of work no less favourable than those available to local workers, and shall have the right to enter into and terminate engagement (with reasonable notice in accordance with national law or collective agreement) voluntarily and freely, without the threat of a penalty.
20. Gi Group UK shall not threaten irregular migrant workers or their family members with denunciation to the authorities or otherwise coerce such workers into taking up or maintaining engagement.
21. Recruitment of Migrant Workers: No fee or cost for recruitment shall be charged directly or indirectly, in whole or in part, to the worker.

DOCUMENT RETENTION:

22. Practices such as confiscating or withholding original worker identity documents or other valuable items (e.g. work permits, travel documentation or financial records) are prohibited.
23. Gi Group UK shall not retain personal documents for the purpose of binding workers to engagement.

CONTRACTS

24. Gi Group UK will, where required, provide written contracts in language that migrant workers can easily understand and that clearly indicate their rights and responsibilities with regard to payment of wages, working hours, valid grounds for termination, and other issues related to preventing forced labour.

WORKING CONDITIONS ARE SAFE AND HYGIENIC

25. A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Gi Group UK will ensure that its clients take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
26. Gi Group UK will ensure that our clients provide all necessary recorded health and safety training, and such training shall be repeated for new or reassigned workers.
27. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
28. Gi Group UK does not provide accommodation.
29. Gi Group UK shall ensure that each client assigns responsibility for health and safety to a senior management representative.

CHILD LABOUR SHALL NOT BE USED

30. There shall be no recruitment of child labour.
31. Children and young persons under 18 shall not be engaged unless they are on an apprenticeship or traineeship, or unless they are working part time whilst in part time education or training.
32. Children and young persons under 18 shall not be engaged at night or in hazardous conditions.
33. These policies and procedures shall conform to the provisions of the relevant ILO standards.

LIVING WAGES ARE PAID

34. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
35. All workers shall be provided with written and understandable information about their engagement conditions in respect to wages before they enter engagement and about the particulars of their wages for the pay period concerned each time that they are paid.
36. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

WORKING HOURS ARE NOT EXCESSIVE

37. Working hours must comply with national laws, collective agreements, and the provisions of 38 to 42 below, whichever affords the greater protection for workers. Sub-clauses 38 to 42 are based on international labour standards.
38. Working hours, excluding overtime, shall be defined by contract. Any worker choosing to work more than 48 hours in one week, must have agreed to do so, in writing. Any worker who does not wish to work more than 48 hours in a week shall not be disadvantaged by their choice. Gi Group UK recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.
39. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular engagement.
40. The total hours worked in any 7 day period shall not exceed 60 hours, except where covered by clause 42 below.
41. Working hours may exceed 60 hours in any 7 day period only in exceptional circumstances where all of the following are met:
 - this is allowed by national law;
 - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce,
 - appropriate safeguards are taken to protect the workers' health and safety; and

- the client can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

42. Workers shall be provided with at least one day off in every 7 day period or, 2 days off in every 14 day period.

NO DISCRIMINATION IS PRACTISED

43. There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

REGULAR ENGAGEMENT IS PROVIDED

44. Work performed must be on the basis of a recognised engagement relationship established through national law and practice.

45. Obligations to workers under labour or social security laws and regulations arising from the regular engagement relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular engagement, nor shall any such obligations be avoided through the excessive use of fixed-term worker contracts.

NO HARSH OR INHUMANE TREATMENT IS ALLOWED

46. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and

verbal abuse or other forms of intimidation shall be prohibited.

Disclaimer: This policy is meant to provide general guidelines and should be used as a reference. It may not take into account all laws and is therefore not a legal document. The Company will not assume any legal liability that may arise from the use of this policy.

Signed: Paulo Canoa – Regional Head and Country Manager UK & Ireland

Date: March 2023

