

Overview of the IRIS Standard

BACKGROUND

- To put it simply, ethical recruitment means hiring workers lawfully, and in a fair and transparent manner that respects their dignity and human rights.
- The **IRIS Standard** explains what ethical recruitment means in practice and what labour recruiters need to demonstrate to become IRIS certified.
- The IRIS Standard consists of seven core principles for ethical recruitment. There are two overarching principles (Principles A and B) and five specific principles (Principles 1 to 5).
- Each principle is supported by one or more criteria, which provide further guidance on the key elements of each principle. Each criterion is then supported by set of indicators that need to be met for a recruiter to be IRIS certified.
- The IRIS Standard was developed in consultation with a wide range of stakeholders.
- It is based on existing international human rights instruments, ILO Conventions and standards, ILO's General principles and operational guidelines for fair recruitment, the UN Guiding Principles on Business and Human Rights, as well as related codes of conducts and best practice from the recruitment industry, including World Employment Confederation Code of Conduct.

PRINCIPLE A: RESPECT FOR LAWS, AND FUNDAMENTAL PRINCIPLES AND RIGHTS AT WORK

- The first overarching principle – Principle A – is respect for laws and fundamental rights at work.
- While this principle is self-explanatory, there are several elements that the recruiter will need to address to be IRIS certified.
- Firstly, the recruiter will need to demonstrate that they are **complying with all applicable laws**.
 - To do this, they will need to have a licence from the relevant authority to provide recruitment services in their country – as well as any other jurisdiction where they operate and where it is required by the law.
 - The recruiter's licence needs to be held in 'good standing', which means that it is not a probationary license, suspended or placed under any other conditions.
 - There also can be no adverse/negative court decisions against the recruiter.
 - Finally, the recruiter will need to demonstrate that their company's policies, procedures and practices do not breach any laws.
 - It will be up to the recruiter to do their homework and know what laws they need to follow in their country and any other jurisdiction where they operate.

- The second part of Principle A is about **complying with international standards**.
 - To do this, the recruiter will need to demonstrate that they have policies and procedures in place that **prohibit forced labour and child labour**.
 - This means that the recruiter and their staff are familiar with the *ILO's Forced Labour Indicators* that outline the most common signs or clues of possible forced labour.
 - Similarly, the recruiter will need to show that they are not recruiting workers who are under the age of 18 – or the legal age limit if it is higher in some countries.
 - A key part of this will be demonstrating that the recruiter has a procedure in place to verify an applicant's age.
 - This could be as simple as checking the date of birth on the applicant's birth certificate and/or passport.
- The two other international standards that recruiters need to be aware of are **freedom of association and equal treatment and non-discrimination**.
 - This means that the recruiter cannot discriminate against an applicant based on whether they are a member of a trade union.
 - Similarly, the recruiter cannot discriminate against an applicant because of their age, sex, sexual orientation, religious beliefs or race.
- This brings us to a very important point. Within the context of IRIS certification, we do recognize that some issues are outside the recruiter's control.
 - For example, when a job order comes in it may specify that only men of a certain age are requested for this position. Similarly, some of the countries where recruiters send workers do place restrictions on freedom of association.
- Within this context, it is still possible for a recruiter to be IRIS certified provided:
 - a) The recruiter is not discriminating against the applicant based on their own biases, and
 - b) The recruiter has provided the applicant with all the information upfront about the job on offer and the destination country.

Practical Examples

- **Freedom of association:**
 - The recruiter receives a job order to send workers to a country that restricts freedom of association (ie union membership). However, the recruiter receives an application from a person who is actively involved with their trade union.
 - The recruiter cannot prevent this person from applying as this would restrict their freedom of association. That said, it will be the recruiter's responsibility to explain to the applicant that this particular country limits freedom of association and what this will mean in practice for the applicant (ie they can get in legal trouble if they practice freedom of association).

- It will then be up to the applicant to make an informed decision about whether they still want to apply for this position.
- **Equal treatment and non-discrimination:**
 - The recruiter receives a job order for welders to work on an oil rig.
 - The job order doesn't specify that it's only for male applicants. However, the recruiter knows that almost all the workers on the oil rig are men.
 - The recruiter shouldn't prevent women from applying as this would be discriminatory. That said, it will be the recruiter's responsibility to explain to any female candidate what the work environment will be like – ie that it will be all men in a confined location.
 - It will then be up to the female applicant to decide if she wants to apply or not.

PRINCIPLE B: RESPECT FOR ETHICAL AND PROFESSIONAL CONDUCT

- The second overarching principle – Principle B – is respect for ethical and professional conduct.
- To put it simply, this principle is about making sure that all workers are treated with dignity and respect.
- For the recruiter, this means ensuring that all their policies and procedures are consistent with the IRIS principles. However, there is more to Principle B than just this point.
- It is the recruiter's responsibility to look out for their workers' interests as they navigate their way through the recruitment process.
 - This includes doing their background research – or homework – on the employer to make sure they are a legitimate and ethical business (ie they treat their workers well).
 - The same applies for all the recruiter's business partners – such as any training or medical facilities, or employment agencies in the country of destination, that workers are channeled through.
 - It is important to note that this should not be a once off, ad hoc, process but rather part of an ongoing process.
 - In other words, to be IRIS certified, the recruiter will need to demonstrate that they have the management system in place to regularly monitor your employers and business partners.
 - This means that the recruiter has clear policies and procedures, staff who are trained to carry out assessments, and a commitment from senior management to regularly monitor employers and business partners.
- While monitoring is essential, it is also important that the recruiter has service agreements (contracts) in place with the employers and their business partners that clearly set out their business arrangements.
 - The service agreement should include provisions about not charging fees or related costs to workers, and prohibit any subcontracting without the recruiter's knowledge.

- Importantly, the service agreement with the employer should also allow the recruiter to regularly check the wellbeing of workers abroad and confirm that all agreed terms and conditions are being met.

PRINCIPLE 1: PROHIBITION OF RECRUITMENT FEES AND RELATED COSTS TO JOBSEEKERS

- The first specific IRIS principle is about the prohibition of recruitment fees and related costs to jobseekers.
- This principle is focused on shifting the cost of recruitment from the worker to the employer – it is what we commonly refer to as the **Employer Pays Principle**.
- To comply with this principle, the recruiter will need to demonstrate that they have a clear policy in place that prevents the charging of recruitment fees and related costs to workers.
 - This policy should be communicated to prospective workers (jobseekers) through the recruiter’s website, job advertisements etc. In doing so, the recruiter needs to make it clear to workers that they should not pay fees or related costs during any part of the recruitment process.
 - Similarly, the recruiter needs to make sure that their staff are trained on this policy and know the right questions to ask workers and business partners to ensure it is being enforced.
 - Finally, as mentioned under Principle B, the recruiter needs to make sure that this policy is clearly stipulated in their service agreements (contracts) with their business partners.
 - There needs to be a mechanism in place for the recruiter to monitor the practices of their business partners – and the recruiter’s staff – to ensure they are not charging fees and costs to workers.
 - If the recruiter discovers that a worker has been charged fees and costs, the recruiter will also need to have a mechanism in place that addresses this breach and leads to the worker being reimbursed.
 - See Principle 5 for more information on Access to Remedy.

What are recruitment fees and costs?

- This refers to any fees or costs incurred during the recruitment process in order for workers to secure employment or placement, regardless of the manner, timing or location of their imposition or collection.
- This includes costs relating to international travel (ie passport, visa, return flights etc), medical and training costs, and any administrative or overhead fees associated with job placement.
- IRIS’s position on recruitment fees and costs is consistent with the ILO’s global definition.
- Please see **Attachment A** for more information.

PRINCIPLE 2: RESPECT FOR FREEDOM ON MOVEMENT

- The second specific IRIS principle is about respect for freedom of movement.
- This principle is mostly about preventing recruiters, employers and/or business partners from holding workers' passports and/or other forms of identity documents.
- It is important to note that there are times within the recruitment process when the recruiter will need to hold onto a worker's passport – such as to verify their identity or organize travel.
- However, this does not mean that the recruiter can hold onto a worker's passport indefinitely or as a way to prevent a worker from accepting a job through another recruiter.
- As a general rule, workers need to have unrestricted access to their passport at all stages of the recruitment process.
- This means that when the recruiter takes a worker's passport, they will need to explain to the worker why they are taking their passport and when they will return it.
 - This discussion needs to be supported by some sort of written log that records who has the worker's passport and why, and that the worker has agreed – in writing – to the recruiter taking the worker's passport for this specific purpose.
- It is important to note that when the worker is in the country of destination they also need unrestricted access to their passport.
 - This means that the worker will have their passport in their possession.
 - Alternatively, if there is nowhere suitable for the worker to keep their passport then the employer must provide a safe or secure place for the worker to store their passport. This must be accessible to the worker at all times.
 - It is the recruiter's responsibility to do their background research on the employer and to check in with your workers to make sure this is occurring.
- While the holding of passports is one way to restrict a worker's freedom of movement, it is not the only way.
- That is why Principle 2 also prohibits the recruiter from holding a worker's bank books, bank cards, or deeds to property.
 - While it is uncommon, there have been examples where a worker has been prevented from leaving their job because a recruiter has held the deed to their family property.
 - There is no reason for an ethical recruiter to hold on to these items.
- Similarly, it is the recruiter's responsibility to ensure that there are no clauses within a worker's employment contract, or in the agreement they have with the worker, that prevents the worker from leaving their job.
- Finally, the recruiter needs to also ensure that the employer's working and living conditions do not restrict the worker's freedom of movement – especially during their free time.

- This again goes back to the recruiter doing their homework on the employer to make sure they are a legitimate and ethical business that treats workers well.
- Please see **Attachment B** (Passport Case Studies) for more information.

PRINCIPLE 3: RESPECT FOR TRANSPARENCY OF TERMS AND CONDITIONS OF EMPLOYMENT

- The third specific IRIS principle is about respect for transparency of terms and conditions of employment.
- There are four basic elements to this principle:
- Firstly, the recruiter needs to have a **written agreement with the worker** to provide recruitment services.
 - This agreement doesn't need to be detailed, but as a minimum, it should set out that the recruiter will provide recruitment services to the worker and that they will not charge and fees or related costs.
- Secondly, the recruiter will need to have a **service agreement with the employer**.
 - As mentioned previously, the service agreement should include provisions about not charging fees or related costs to workers, and prohibit any subcontracting without the recruiter's knowledge.
 - Importantly, the service agreement with the employer should also allow the recruiter to regularly check the wellbeing of workers abroad and confirm that all agreed terms and conditions are being met.
- Thirdly, the recruiter needs to provide the **worker with a written employment contact** – in consultation with the employer - before they leave their country of origin.
 - The employment contract must be straightforward and easy to understand – including in a language that is understood by the worker.
 - As a minimum, the employment contact should include the following information: position of worker, job description, job site, duration of contracts, details of transportation, details of accommodation, details of pay and deductions, details of entitlements, work hours, leave entitlements etc.
- The employment contract should not be misleading in any way – such as containing blank sheets of paper for the workers to sign or references to other documents
 - If the employer wants to refer to another document – such as their Code of Conduct – then this should be attached to the contract
- Importantly, it is the recruiter's responsibility to ensure that workers are given adequate time to consider the contract and are not forced to sign it.
- It is also the recruiter's responsibility to check that the terms and conditions of the contract are being upheld by the employer.

- This includes ensuring that worker’s contracts are not being substituted for worse conditions when they reach the employment site.
 - Again, this goes back to the recruiter having a mechanism in place to monitor their workers’ wellbeing and doing their homework on their employers.
- The final element of Principle 3 is about providing workers with comprehensive pre-departure orientation training.
 - This involves providing workers with information about their rights and obligations, as well as information about the destination country, employer, work and living conditions.

PRINCIPLE 4: RESPECT FOR CONFIDENTIALITY AND DATA PROTECTION

- The fourth specific IRIS principle is about respect for confidentiality and data protection.
- In practical terms, this means that the recruiter needs to have policies and procedures in place for handling the personal data of the workers.
 - Personal data includes the information recruiters collect from workers when they first apply for a job or when they deployed, but also other sensitive information such as worker complaints.
- There are essentially four key elements that recruiters need to demonstrate:
 - First of all, the recruiter needs to make sure that you are only collecting personal data from workers that is relevant for the recruitment process.
 - Secondly, the recruiter needs to make sure that this data is only shared with others (ie staff, government officials) on a ‘need to know’ basis and with the written consent of the worker.
 - Thirdly, the recruiter needs to ensure that they are storing this data in a safe manner – ie they don’t have workers’ passports lying on tables where anyone can see them.
 - Finally, the recruiter needs to make sure that all their staff are trained on their data and confidentiality policy.

PRINCIPLE 5: RESPECT FOR ACCESS TO REMEDY

- The final IRIS principle is about providing access to remedy to workers.
- This means that workers are able to raise their concerns – and have them addressed – when things go wrong during the recruitment or employment process.
- In practical terms, this means that the recruiter needs to have an effective grievance or complaints mechanism in place for workers.
- For a mechanism to be considered ‘effective,’ the recruiter will need to demonstrate that workers are aware of their mechanism and that complaints are acted upon and addressed.

- One way to make workers aware of the recruiter’s grievance mechanism is to include information about it during the workers’ pre-departure orientation training.
- This brings us to an important point. We do recognize that recruiters have limited control over what happens at the employment site overseas.
- While it is not the direct responsibility of the recruiter to resolve workplace disputes between the worker and employer, the recruiter does need to have a mechanism in place that provides some level of information and support to workers.
 - For minor workplace issues or disputes, this could involve referring workers to the employer’s complaints mechanism.
 - For more serious allegations, this could involve referring workers to local NGOs or to the relevant government embassy (or labour attaché) for immediate assistance.
- The main point is that the recruiter has a mechanism in place to check in with the workers and hear their concerns.
- One way they recruiter can do this is to be proactive and to link up with relevant stakeholders in the destination country such as the country’s embassy and NGOs.
 - For example, both IOM and ILO support Migrant Resource Centres in many destination countries.
 - The role of these Centres is to provide support, and in some cases legal assistance, to migrant workers.
 - This is a free service for workers. IOM can help recruiters link up with these Centres.

ILO Definition of Recruitment Fees and Costs: For employers to cover

Recruitment Fees

Covers recruitment, referral and placement services that can involve advertising, disseminating information, arranging interview, submitting documents for government clearances, confirming credentials, organising travel and placement into employment.

Medical Costs	Insurance Costs	Skills & Qualifications	Training and Orientation	Equipment Costs	Travel and Lodging	Administrative Costs
<ul style="list-style-type: none"> • Medical examinations • Tests • Vaccinations 	<ul style="list-style-type: none"> • Mandatory government insurance • Health and safety of workers • Enrolment in Migrant Welfare Funds 	<ul style="list-style-type: none"> • Language proficiency tests • Skills and qualifications tests • Certification or licensing 	<ul style="list-style-type: none"> • Mandatory training • Pre-departure and post-arrival training • On-site training 	<ul style="list-style-type: none"> • Tools • Uniforms • Safety gear 	<ul style="list-style-type: none"> • Including for training, interviews, consular appointments • Relocation • Return or repatriation 	<ul style="list-style-type: none"> • Application and service fees • Employment contracts, passports, IDs, visas, background checks, security & exit clearance, banking services, work & residence permits

Background: In November 2018, the ILO hosted a Tripartite Expert Meeting of Experts on Recruitment Fees and Related Costs in Geneva. The meeting brought together representatives from governments, employers and workers organizations. The goal of the meeting was to agree on an international definition of recruitment fees and related costs in order to clarify what can and cannot be charged to workers, including international migrant workers. In March 2019, the ILO Governing Body approved the publication and dissemination of the definition that was agreed by the parties at the meeting. The table above list the fees and costs that should be covered by employers, while the following page list the costs that are reasonable to charge workers. For more information, please visit the [ILO webpage](#).

Reasonable costs for workers to cover

Job Qualifications	Initial interview	Documentation and travel costs	Replacement of lost documents	Accommodation	Transport to/ from workplace	Early leave: Return travel
<ul style="list-style-type: none"> • Costs to meet minimum job requirements • Certificates, Degrees • (ie for skilled or semi-skilled jobs) 	<ul style="list-style-type: none"> • Transport • Lodging • Subsistence costs • Provided recruiter makes every effort to reduce costs (ie Skype interview) 	<ul style="list-style-type: none"> • Passport, visa etc • Transport • When initiated by the worker BEFORE a job offer is made 	<ul style="list-style-type: none"> • Passport • Visa and/or residency requirements • Costs of photos and photocopies • NB: Only when the worker is at fault 	<ul style="list-style-type: none"> • Employer provided accom that is truly optional • Must be charged at fair market value and meet health and safety standards 	<ul style="list-style-type: none"> • Employer provided transport (ie shuttle bus) that is truly optional • Must be charged at fair market value and meet health and safety standards 	<ul style="list-style-type: none"> • Return travel, lodging etc when worker does not provide full notice • Must be legal and included in contract • Must be explained to the worker



Don't forget: When the recruitment process is **initiated** by the employer than the employer should cover these costs. This includes situations where the employer recruits a worker and elects for permanent residency over a work permit.

Discussion questions

- Are the practices described in the case studies below consistent with ethical recruitment principles? If not, what are the potential risks to the worker?
- What policies and practices need to be in place to be consistent with ethical recruitment principles?

Case Study One

Khay lives in Phnom Penh and has decided to work overseas to support his family. He meets with a local labour recruiter who tells him he can get him a job in Kuwait. In order to secure a job, Khay is asked to fill in some basic paperwork and give his passport to the labour recruiter. Khay hands over his passport and waits to hear from the labour recruiter. Three months later, Khay is contacted by the labour recruiter and told that he can start his new job in Kuwait in two weeks.

Answer: It is not ethical for the recruiter to hold Khay's passport for three months as this restricts Khay's freedom of movement and prevents him from accepting a job through another recruiter.

Case Study Two

Kim lives in Manila and has decided to work in Hong Kong as a domestic worker. When Kim arrives in Hong Kong she is asked to sign a contract for two years' and to give her passport to the Hong Kong employment agency. She is told she can get her passport back when she has completed her contract, or if she has written approval from her employer.

Answer: It is not ethical for the employment agency to hold Kim's passport. She should have unrestricted access to her passport.

Case Study Three

Amar is from Kathmandu and has recently moved to Qatar to work in the construction sector. Amar lives in a dormitory with the other workers, which is provided by his employer. As there is nowhere safe to store his passport in the dormitory, Amar has given his passport to his employer for safe keeping. His passport is locked up with all the other workers' passports in a safe in the main office. Amar doesn't know the code to the safe, but he can ask his supervisor to get his passport from the safe when he needs it. Amar must remember to ask during work hours.

Answer: It is not ethical as Amar cannot access his passport whenever he wants (ie outside of office hours) and he does not know the code for the safe.