

# CODE OF CONDUCT



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## INTRODUCTION

August Moon Productions is committed to furthering worker's rights and ending discriminatory practices both locally and globally. We will strive to adhere to the Fair Labor Association's rules both within our organization and with the suppliers that we work with.

## FORCED LABOR AND HUMAN TRAFFICKING

August Moon Productions shall prohibit forced labor and trafficking in persons in all its operations and in those of its suppliers, labor intermediaries, and agents of the global supply chain. Workers shall not be subject to any form of forced, compulsory, bonded, indentured, or prison labor.

All work must be voluntary, and workers must be free to quit and leave their jobs at any time without penalty upon giving reasonable notice. Workers (or their families) shall not be threatened in any way, real or perceived, to compel them to take a job or prevent them from voluntarily ending their employment.

## DEBT BONDAGE

Workers shall not be forced to work to repay a debt, whether related to recruitment fees, salary advances, debts incurred to employer- or labor broker-owned stores located on farms, or other types of debts.

Workers shall not be compelled to purchase essential goods or services from their employer or labor broker. When access to independently operated stores or services is not possible, employers shall ensure that goods are provided at fair and reasonable prices (not to exceed the fair market price), and that workers are provided with written receipts that detail the cost of each item.

If workers purchase goods on credit, they shall be provided with written records of the amount owed, and the cost of goods purchased shall not be deducted directly from workers' salary or wages.

Interest rates and repayment terms for advances, loans, and credit purchases must not exceed those available from local banks and:

- A worker's total outstanding balance must not exceed 50 percent of one- month's base wages.
- Monthly payments must not exceed ten percent of one-month's base wages.
- Loan terms must not exceed six months or extend beyond the duration of a worker's employment contract, whichever is shortest.
- Loan advances and credit accounts can only be provided with the full, prior, and free consent of workers.

Workers shall not be prohibited from quitting their jobs, punished or threatened with punishment, blacklisted, or reported to authorities for failing to pay back a debt.

## **CONFISCATION OF PERSONAL IDENTITY DOCUMENTS AND CELLULAR PHONES**

Workers shall have a secure place to store their identification documents and other valuables, including cellular phones, and shall have access to them at all times, including while working.

Neither the employer nor labor brokers shall under any circumstances confiscate, destroy, retain, or deny workers access to their identity or immigration documents — including personal identification documents, documents needed to claim benefits, work permits, and travel documents — or cellular phones.

## **DEPOSITS & DEDUCTIONS**

Neither the employer nor its intermediaries shall ask workers to make monetary deposits, pay bonds, or have part of their wages withheld in exchange for an offer of employment or to maintain employment. Deposit schemes, forced savings, or mandatory deductions from wages to buy goods or services are prohibited.

## **FREEDOM OF MOVEMENT & PERSONAL FREEDOMS**

Neither the employer nor labor brokers or security guards shall limit the freedom of movement of workers during recruitment, transportation, or employment. Workers shall not be subjected to unwarranted surveillance at the worksite or worker housing.

The employer shall not require staff to live in employer-provided or arranged housing unless required by law. Neither the employer, labor brokers, or security shall physically confine workers at the worksite or housing, or require workers to gain permission to leave these areas.

Outside of working hours, neither the employer nor labor brokers shall control the movement of workers, nor shall they restrict their activities or relationships during their free time, including interactions with labor unions, government agencies, or civil society organizations.

The use of threats of any kind or physical violence to limit these freedoms is strictly prohibited.

## **RECRUITMENT & HIRING**

### ***Labor Brokers and Third-Party Labor Providers***

When employers determine that it is necessary to use labor brokers, they must ensure that:

- Employers have a signed contract with recruiters that obligates them to abide by national law, international standards, and company codes of conduct.
- The labor brokers operate in accordance with the laws of the countries of origin and destination of immigrant workers.
- The labor brokers are registered and authorized by the competent authority in the receiving and/or countries of the migrants (including the outsourcing agents).
- The labor brokers operate ethically at all stages of the recruitment and selection process for workers and does not engage in deceptive or fraudulent recruitment practices that put workers at risk of forced labor and other forms of labor exploitation.

## RECRUITMENT FEES & TRANSPORTATION COSTS

Workers shall not be charged recruitment fees, either directly or indirectly, or in whole or in part. This includes the following:

- The employer shall cover all expenses charged by its intermediaries for interviewing, evaluating, selecting, recruiting, and placing workers. These expenses shall not be transferred to the worker directly or indirectly (through fees charged by labor brokers, deductions from workers' wages, or reduced wages).
- Training expenses shall be covered by the employer at all times. Workers shall not be required to cover the cost of training as a requirement for obtaining a job.
- The employer shall assume the costs for processing official documents related to work and employment visas, or reimburse these expenses if a worker has to initially cover them.
- Employers shall cover the cost of transportation from workers' communities or countries of origin to the area/place of employment, as well as the cost of return transportation. Similarly, employers shall cover the cost of transportation between worker housing and the place of employment.

Labor brokers, both in countries of origin and employment, involved in the recruitment, selection, hiring, and management of workers shall be contractually bound to comply with this policy on the prohibition of worker-paid recruitment fees. This policy shall be clearly communicated to workers in a language they understand at the beginning of the recruitment process.

## LABOR CONTRACTS

Whether workers are hired directly or through labor brokers, it is essential that they be provided with thorough, accurate information about the nature and conditions of work during the recruitment and hiring process.

Written employment contracts shall be provided to workers in a language they understand (including indigenous languages that may be spoken in certain countries). Workers who are not able to understand the contents of their written contracts shall be provided with detailed verbal descriptions of the contents of their contracts in languages they can understand. Such agreements must be documented for auditability, such as in the employer's management system.

Workers' contracts should include, at a minimum, the following information:

- the start and end date of the employment contract;
- the type of work and tasks the worker is expected to carry out;
- the full name of their employer;
- the location of the workplace;
- a detailed description of workers' legal rights and responsibilities;
- wages and benefits, including the rate and frequency of payment;
- working hours and overtime premiums;
- daily rest breaks;
- weekly rest day(s);
- sick leave and annual leave;
- legally required deductions from wages;
- a description of worker accommodation and associated costs, if relevant; and
- any occupational health risks to which workers will be exposed.

Internal and international migrant workers should receive a copy of their employment contract in their native language at least five days before departing their home communities. People with difficulties understanding a written contract must be provided with a detailed verbal explanation of the terms and conditions of the contract at this time.

The practice of contract substitution or use of supplemental agreements by the employer to replace an original contract or any of its provisions with a new contract or terms that are less favorable to the worker is strictly prohibited.

Workers have the right to voluntarily terminate their employment contract without penalty at any time upon giving reasonable notice. Workers have the right to resign and leave their places of work at any time. Employers shall be required to cover all transportation costs back to workers' communities of origin regardless of the reason for termination of the employment relationship.

## **CHILD LABOR**

### ***Code Standard***

Child labor shall be strictly prohibited. Child labor refers to work by any person under the age of 15, under the legal age for completion of compulsory education, or under the legal minimum age for employment according to national law, whichever is higher (excluding light work on family farms that does not harm development, negatively impact school attendance, and that is within limited hours).

Juvenile laborers between the minimum age for child labor and 18 shall only engage in legally permissible work that complies with restrictions on hours of work, school attendance, and activities that do not present a danger to their health, safety, or morals. In all cases, juvenile laborers shall be prohibited from working overtime or at night and must be registered, paid directly, and paid at least the minimum wage.

#### **Auditable Standards**

No worker under the age of 18 shall work in tasks that are hazardous to their physical, emotional, intellectual, or moral development. Tasks that shall be explicitly prohibited for all minors under the age of 18 include:

- the handling or application of potentially harmful chemicals.
- working with sharp instruments.
- operating hazardous machinery.
- prolonged exposure to noise exceeding 85 dBA or vibration hazards.
- lifting or carrying heavy loads. (the ILO recommends additional protective measures for all male workers transporting loads above 55 kilograms and sets substantially lower weight limits for women and children);
- working at heights, such as when climbing ladders, etc.
- working at night or during the early morning hours; and
- working during the school day, for minors under the maximum age for obligatory education.

The company shall clearly define and communicate its child labor policies and procedures to all personnel.

## **DISCRIMINATION & EQUALITY**

### ***Code Standard***

Workers shall not be subject to any form of unequal treatment or discrimination based on race, color, age, gender, sexual orientation, gender identity and expression, ethnic or national origin, disability, pregnancy, religion, political affiliation, union affiliation, protected genetic information, or marital status during recruitment, hiring, or employment, including in determining wages, promotions, bonuses, and access to benefits and training.

## ***Auditable Standards***

- Workers shall be provided reasonable accommodation for religious practices.
- Workers and job applicants shall not be subjected to medical examinations or physical examinations that may be used in a discriminatory manner (including pregnancy tests). Medical examinations and testing shall only be administered where required by law or to support objective job performance requirements.
- All working people, regardless of their nationality or legal status, shall be treated fairly and equitably. Immigrants shall enjoy working conditions no less favorable than those available to nationals of the worksite host country.
- All women engaged in work and auxiliary tasks (such as cooking, cleaning, and child care), including those who are employed part time, shall be directly hired and paid by the company, and shall be paid the same rates as men who perform similar tasks.

The company shall clearly define and communicate its Discrimination and Equality policies and procedures to all personnel.

## **FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING**

### ***Code Standard***

Employers and labor brokers are required to respect the right of all workers to form and join unions, workers' organizations, and labor committees, among other types of organizations of their choosing, and to bargain collectively for wages and other conditions of employment.

Workers shall have the right to freely choose union leaders through secret ballot elections and employers shall not interfere in union operations or engage in discriminatory practices or retaliation against workers for participating in union activities.

## ***Auditable Standards***

- Workers shall be permitted to form and join organizations of their own choosing without prior authorization.
- Worker organizations shall be allowed to draw up their own rules and constitutions, elect their own representatives, and organize their own affairs without any employer intervention.
- Workers shall be compensated at their regular rate during the time they carry out their official duties as worker representatives.
- Workers shall not face any type of discrimination or reprisal for forming or participating in unions or for engaging in collective bargaining or strikes.
- Employers shall engage in good faith collective bargaining with unions representing workers employed by their company.
- Workers and their representatives shall be able to communicate openly and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, retaliation, intimidation, harassment, or violence.
- The company shall clearly define and communicate to all workers its Freedom of Association policies and procedures.

## **HARASSMENT & ABUSE**

### **Code Standard**

The workplace shall be free from any form of cruel or inhumane treatment. Workers shall not be subjected to physical, verbal, mental, or sexual harassment or abuse. The deprivation of food, water, or sleep; transfers to dangerous or undesirable tasks; or dismissal, blacklisting, or denunciation to authorities may not be used as a threat or form of punishment against workers.

### **Auditable Standards**

- The use or threat of physical or sexual violence, harassment, and intimidation against a worker, their family, or associates is strictly prohibited.
- Workers, managers, and labor brokers shall receive training on sexual harassment.
- Anonymous channels for reporting incidents of sexual harassment shall be established and individuals who report sexual harassment shall not be subjected to any form of reprisal. Anyone found to engage in sexual harassment shall be subjected to appropriate disciplinary measures.
- Disciplinary measures shall not include any inhumane treatment.
- Workers shall not be charged fines, including for arriving late for work beyond the value of the time missed, making errors, or loss or damage of tools or equipment.
- Deductions from workers' wages, reductions of benefits, or compulsory work may not be used as disciplinary measures.
- The employer shall clearly define and communicate its disciplinary measures and procedures to all workers.

## **WORKERS GRIEVANCES**

### **Code Standard**

The company shall ensure that there is a confidential and effective grievance mechanism to ensure that any worker can file a complaint without being subjected to any type of retaliation.

### **Auditable Standards**

- The Company should set up grievance mechanisms that are easy to use and understand and are appropriate for workers' level of literacy, language fluency, and technology access.
- Mechanisms shall be available in workers' native languages, including indigenous languages.
- The mechanism shall allow workers to confidentially report grievances to individuals other than their supervisors or labor brokers.
- The mechanism must include a procedure for management to follow-up on reported grievances that is communicated to workers, a system to remediate issues reported, and an appeals process in the case that workers are not satisfied with the resolution.
- Workers should be encouraged to share their concerns about working conditions and health and safety at work and to report hazardous conditions to management and/or government authorities without being subjected to any form of reprisal.
- Workers who report grievances shall not be subjected to any form of penalty, dismissal, discrimination, harassment, or reprisal of any kind.

## **WAGES & PAYMENT**

### ***Code Standard***

All workers shall be paid at least the legal minimum wage for all regular working hours, regardless of the wage system (for example, payment by piece, production, task, hour, or month).

Overtime work and work on public holidays and rest days shall be compensated at the legally established premium rate.

All workers shall be provided with all legally mandated benefits, including social insurance and leave.

### ***Auditable Standards***

- Workers who are paid by piece or task shall not be paid less than the legally established minimum wage for their work during regular working hours, regardless of production.
- All workers, including family member who help with production, shall each be paid directly for their work and may not be paid less than the minimum wage for the hours worked. All working people shall retain full and complete control over their earnings.
- Payments shall be made directly to workers in regular intervals (as established by law) and never less often than bimonthly.
- Payment of wages — in whole or in part — shall not be delayed, deferred, or withheld (including until the end of the harvest season or the end of a worker's contract).
- If a worker chooses to leave their employment at any time, the worker shall be immediately provided with all outstanding wages due to them.
- Payment in the form of vouchers, coupons, or promissory notes is prohibited.
- Workers who are paid in cash shall have access to a safe place to store their cash to which they have unrestricted access.
- Workers who are paid by direct deposit must have access to their debit cards, as well as transportation to withdraw their money. Workers paid by check shall be provided with transportation to cash their checks.
- Only deductions authorized by applicable laws shall be allowed and, if made, shall only be taken with the full consent and understanding of workers. Information shall be provided to workers at the time of hiring about all legal deductions.
- Workers shall be provided with pay slips that itemize earnings, hours worked, and deductions. When necessary, verbal explanations of earnings and deductions shall be provided in a language workers can understand.

## **HOURS OF WORK**

### ***Code Standard***

The total number of hours worked per week, including overtime, shall not exceed limits set by applicable laws, and in no case shall they surpass 60 hours per week, including overtime.

All overtime work shall be voluntary, and workers who elect to work overtime shall be paid legally mandated overtime rates.

## **Auditable Standards**

- Workers who are paid a piece rate shall never have to work in excess of legal working hours in order to earn the minimum wage.
- All overtime hours shall be paid at the legally established premium rates, regardless of whether workers are paid by piece, task, hour, or month.
- Overtime shall always be voluntary. No one shall be forced to work overtime under the threat of any penalty (such as denying the opportunity to work overtime in the future, dismissal, or reporting to the authorities). No person shall be forced to work overtime as a disciplinary measure or for not meeting production quotas.
- The imposition of penalties for failing to meet production targets shall be prohibited.
- The employer shall clearly define and communicate its working hours policies and procedures to all workers.

## **HEALTH & SAFETY**

### **Code Standard**

The employer shall identify workplace safety and health hazards and establish procedures and controls to minimize worker exposure to hazards.

Workers shall be provided with adequate information and training on occupational health and safety in a language workers can understand, including all the identified risks to which workers are exposed in the workplace (mechanical, electrical, chemical and fire, and physical hazards) and the necessary precautions and protective measures.

## **LIVING CONDITIONS**

### **Code Standards**

Employer-provided or arranged worker accommodation, and food storage, preparation, and dining areas, shall be clean, safe, hygienic, and in compliance with applicable country and international standards. If provided by the employer, worker housing shall be provided with freely accessible potable water, hygienic washing and toilet facilities, adequate light, heat and ventilation, and food storage and preparation facilities. Worker housing shall have adequate emergency exits, alarms, and fire suppression equipment. Workers shall be provided with adequate personal space and privacy, and individual lockable compartments for storing personal items and valuables.

## **STAFF TRAINING & AWARENESS**

Workers shall be made aware of their rights and responsibilities at the time of hiring, as well as the terms and conditions of their employment contract, the provisions of the code of conduct, and all applicable laws and regulations.

Workers must receive trainings on company rules and procedures upon arrival at the worksite, as well as on complaint and grievance mechanisms, living arrangements (if provided or provided by the company), and working conditions, including occupational hazards and necessary preventive measures to guarantee worker safety.