# Supplier Code of Conduct (COC)

May 2024

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# INTRODUCTION

At Skechers, we rely on our suppliers around the world to deliver high-quality apparel and footwear to our multifaceted customers. We expect our suppliers to share our values to foster respect for employees in our supply chain, safeguard their health and safety, improve their lives, and promote responsible environmental practices.

This Code of Conduct applies to all facilities that produce goods for Skechers. Our Code strives for alignment with legal regulations, industry standards and universal principles. Although this Code does not include every aspect of ethical operations, nor does it cover any specific legal requirements, it sets the basic requirements that all suppliers must meet in order to collaborate with Skechers.

This Code has been created with the goal of delivering value to consumers, at the same time maintaining our brand's integrity, enhancing productivity and product quality, and working collaboratively with our suppliers toward a resilient and socially responsible supply chain.

### **Skechers is committed to:**

- Respecting workers' human rights including the ILO Declaration on Fundamental Principles and Rights and Work including freedom of association, the right to collective bargaining, and the right to not be subject to forced labor, child labor or discrimination.
- Respecting human rights under the Universal Declaration of Human Rights.
- Respecting the OECD Guidelines for Multinational Enterprises.
- The International Bill of Human Rights.
- Respecting UNGPs (UN Guiding Principles on Business and Human Rights).



# **Skechers Supplier Code of Conduct**

### **Management System**

Suppliers must fully comply with all applicable laws, rules and regulations of the country in which they are located and operating, including those relating to labor, workplace health and safety, and the environment.

Suppliers must comply with all relevant laws and avoid all forms of corruption, including but not limited to extortion, bribery, embezzlement, theft or other abuse of power to gain business or personal advantage.

#### **Discrimination**

Employees shall not be discriminated against on the basis of race, color, gender, nationality, religion, age, maternity, marital status, indigenous status, ethnicity, social origin, disability, sexual orientation, HIV/AIDS status, or trade union and/or political affiliation – either in the hiring process or during employment. Human resources decisions, including hiring, wages, benefits, advancement, discipline and termination, shall be based on employees' qualifications, abilities, productivity and overall job performance.

#### Harassment and Abuse

Suppliers must treat all employees with dignity and respect, and employees shall be free from sexual, psychological, physical and verbal harassment, abuse or intimidation.

#### **Forced Labor**

Suppliers must not use any form of forced labor, including but not limited to prison, convict, slave, indentured and bonded labor, and involuntary overtime. All work must be completed on a voluntary basis, all employees' freedoms are to be respected, and human trafficking is prohibited within our supply chain.

#### **Underage Labor**

Suppliers shall ensure all employees meet the applicable legal minimum employment age requirements or are at least 15 years of age, whichever is higher, at the time of hire, and that they shall have met the age of completion of compulsory education.

### Freedom of Association

Suppliers shall not interfere in the legal exercise of the right to freedom of association, and if the right to freedom of association and collective bargaining is restricted under local or national law, Suppliers shall provide alternative forms of independent and free employee representation and negotiation.

#### **Compensation and Benefits**

Suppliers shall ensure compensation for employees (including piece rate employees) is not less than that required by local laws relating to minimum wages, overtime rates and allowances, and mandated benefits (including sick and maternity leave, social insurance, and medical care, as required by law) for each legal employee classification.

#### **Hours of Work**

The regular work week shall not exceed 48 hours, and the total weekly hours shall not exceed 60 hours, including overtime. Employees shall be provided at least one day off during each period of seven work days. Additionally, suppliers shall ensure work hours are in compliance with local standards and applicable laws.

#### Health and Safety

Suppliers shall ensure employees are provided with a safe and healthy work environment. Employees' exposure to hazards (including those associated with manufacturing processes), as well as health and safety concerns within the facility, must be minimized to the extent possible, and must be in accordance with applicable laws and industry practices.

#### **Subcontracting and Homework**

Suppliers must document and disclose all subcontracting and homework activities to Skechers, and obtain written approval from Skechers before start of production.

#### **Environment**

Suppliers shall comply with all applicable environmental laws, rules and regulations in the communities in which they operate, particularly with respect to water, energy, hazardous chemicals, air and noise quality, and waste.



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# **Management System**

### **Compliance with Laws**

• Suppliers must fully comply with all applicable laws, rules and regulations of the countries in which they are located and operating, including those relating to labor, workplace health and safety, and the environment.

### **Transparency & Unrestricted Access**

- Suppliers must provide Skechers with full disclosure of all production-related practices, resources and records. All records and documents must be complete and accurate.
- Suppliers must allow all Skechers representatives or authorized agents unrestricted access to their facilities (including employees' living quarters), employees (for interviews), recruitment agents, and relevant records at any time.
- Suppliers must not interfere or otherwise impede Skechers' efforts to collect relevant information on the working conditions at any of their facilities.

### Corruption, Bribery & Fraud

- Suppliers must comply with all relevant laws and avoid all forms of corruption, including but not limited to extortion, bribery, embezzlement, theft or other abuse of power to gain business or personal advantage.
- Suppliers must not engage in fraudulent behavior (e.g., document fraud).
- Suppliers must have anti-bribery and corruption policies and procedures in place, and with a zero-tolerance stance.
- All management and employees must be trained on these policies and on dealing with bribery and corruption.
- Skechers prohibits any forms of bribery and prohibits providing monetary gifts of any nature or size. This prohibition against gifts supersedes any local cultural norms or practices (e.g., providing guests a welcome gift or money for refreshments).



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### **Subcontracting & Homework**

- Suppliers must document and disclose all subcontracting and homework activities to Skechers, and obtain written approval from Skechers before start of production. Disclosure must include the identity and location of all subcontractors.
- When homeworkers are used, all local laws and internationally recognized standards must be followed. At a minimum, hours and wages must be tracked and homeworkers must be guaranteed proper compensation and access to minimum social provisions.
- Skechers reserves the right to reject any request for subcontracting, and written approvals must occur for each order or at least annually.
- All subcontracting and homework occurring must comply with Skechers' Supplier Code of Conduct and be monitored by the Suppliers.
- Suppliers must integrate such standards into contracts with their own suppliers.
- Suppliers must disclose audit information to Skechers at least annually, including whether or not an audit was conducted and by whom. In the case where Skechers identifies a critical issue through an audit, the supplier must disclose such information to Skechers in a timely manner.
- Skechers reserves the right to audit any subcontracting and homework facilities.
- Suppliers are responsible for taking corrective action for any practices that are in violation of Skechers' Supplier Code of Conduct. Where remediation is required, the supplier is expected to remediate the problem to the satisfaction of the aggrieved party and Skechers.



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# **Labor Management**

#### **Labor Contracts**

- Suppliers shall maintain personnel files and all relevant employment information for all types of employees including but not limited to contract/seasonal/temporary/indirect-hired/migrant (domestic or foreign)/non-migrant employees at the facility.
- Employment contract must be directly between supplier and employee. Use of a third-party employment agency is strictly prohibited unless approved in advance by Skechers.
- Skechers retains the right to conduct due diligence on any (new and/or existing) labor agents/brokers used to recruit and employ supplier employees.
- Suppliers shall ensure an employee employment contract list, the duration of the contracts (including terms of resignation and termination), work assignments, wage and benefit agreements (including overtime allowances), and employee's identification document(s).
- Employment contracts must be in a language understood by the employee and be signed by both employee and management.
- Employee probation periods shall be in compliance with law.
- Where training and apprentice contracts and wages are used, the supplier must ensure they are in compliance with law, and limit the time frame of these contracts.
- Apprentices shall receive the same protections and benefits as regular employees. The time period during which an individual is an apprentice must be reasonable. Suppliers must offer trainees and apprentices opportunities for regular employment, to the extent required by law.
- Suppliers shall require original legal documents to verify employees' ages at the time of hire, and maintain copies of these documents.
- All employees must be granted access to their employment agreement at all times.

### **Underage & Juvenile Labor**

- Child labor is not to be used at any stage of production. The term "child" refers to any person under the age of 15, or under the age of completing compulsory education, or under the minimum age of employment in the country, whichever is greatest. A person who meets any of these criteria may not be involved in any stage of production.
- The use of legitimate workplace training programs that comply with all laws and regulations is permitted.
- Suppliers shall maintain up-to-date documentation of applicable law stating the age for completion of compulsory education, and the minimum age for work, in the countries where
  they operate.



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#### **Underage & Juvenile Labor (Cont.)**

- Suppliers shall maintain written policies and procedures on the minimum age of employees, in compliance with applicable laws and regulations, including a rigorous recruiting and age verification procedure, underage labor remediation plan (as described below), and the education of all supervisors and personnel in charge of recruitment on such policies and procedures.
- Suppliers must verify the age of job applicants by the best available official documentation, such as government-issued identification cards, birth certificates, dental records, etc.
- Suppliers shall have an underage labor remediation plan; if an underage employee is found to be working in the facility, the supplier must ensure that the underage employee receives legal schooling (at the supplier's expense) and base wage payments (if in school) until s/he reaches legal working age.
- If child labor is discovered, the supplier must disclose the violation to Skechers and follow-up audits of the facility must be conducted.
- Suppliers must maintain records showing the age at which each employee is hired.
- Suppliers shall ensure that no underage person is in the production areas, even if they are not working.
- Upon request, Suppliers shall provide documentation of any legal restrictions applicable to employees under age 18 (i.e., juvenile employees), and provide evidence that such restrictions are being adhered to.
- Suppliers shall ensure that working conditions of juvenile employees are in compliance with the law, including but not limited to the type and hours of work, registration with authorities, wages, benefits and prioritization of education.
- Juvenile employees shall undergo legally required medical tests before and during employment.
- Juvenile employees shall not perform work which by its nature can jeopardize their health, safety or morals.
- Payment to juveniles, apprentices and trainees shall be made directly to the employees and not to a third party, including their parents.

#### **Forced Labor**

- Forced labor is strictly prohibited. This includes but is not limited to prison, convict, slave, indentured and bonded labor.
- Forced or involuntary overtime is strictly prohibited. All work must be completed on a voluntary basis, and all employees' freedom of movement shall not be infringed upon.
- Practices that restrict workers' freedom of movement or ability to terminate his or her employment are prohibited.
- Suppliers may not coordinate, collaborate or engage, directly or indirectly, with third parties for the recruitment of employees unless approved in advance by Skechers.
- Employees must not incur loans or debts that could require continued employment.

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### Forced Labor (Cont.)

- Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law—in which case the Supplier must notify Skechers.
- All Employees must be provided with a safe and secure location for their identity documents. Suppliers shall not in any way restrict access to such documents at any time.
- Employees must be free to terminate employment at any time (in accordance with their labor contract).
- Suppliers must not illegally terminate employees and shall maintain termination records, as required by law.
- Suppliers shall abide by all applicable laws pertaining to mandatory overtime. Mandatory overtime (if legally permitted) shall be within legal overtime limits in policy and in practice.
- Overtime shall not be implemented under the menace of penalty and employees shall provide written consent to overtime requirements prior to overtime work.
- All overtime work must be voluntary, and there shall not be any penalties (e.g., wage deductions or threats of dismissal) for refusal to work overtime.
- Employees who cannot complete the production quota shall not be forced to work overtime to complete tasks.
- Employees must be free to leave the facility at the end of their shift, and during the shift under certain circumstances (e.g., illness and family emergencies).
- Employees shall have access to phones (personal mobile phones, etc.) or other means of communication outside of working hours.

### **Recruited Employees**

Employees who are hired through agents to work outside of their place of residence can be placed at an increased risk of forced labor, particularly if they are relocating to a country or region that is foreign to them. Suppliers should take extra precautions to safeguard recruited employees.

- Suppliers may not coordinate, collaborate or engage, directly or indirectly, with third parties for the recruitment of employees unless approved in advance by Skechers.
- For any approved recruitment agencies, Suppliers must ensure that the agencies are registered or licensed, regardless of whether the employees are local or migrant, and regardless of whether the employees are domestic or foreign. Recruitment agencies must comply with laws in both sending and receiving countries.
- Suppliers shall execute written, legally binding contracts with any approved recruitment agencies, specifying the terms and conditions for recruitment and hiring of employees.
- Suppliers shall ensure any approved recruitment agencies can provide all foreign migrant employees with copies of the labor contracts, and contracts signed by each foreign migrant employee. The contract must be legal and must not include any unethical terms. The employee must receive a copy of the contract written in his/her own language.
- Foreign migrant employees shall be provided with a written copy of their labor contract before leaving their country of origin.
- Employment relationship must be directly between Supplier and employee; recruitment agencies shall not have an employer-employee relationship with employees placed at Suppliers' facilities.
- Employees must be free from paying fees to suppliers and third-party recruitment intermediaries (e.g., fee for transportation, recruitment, and medical tests), taxes, deposits, security payments, and/or bonds for the purpose or condition of recruitment/hiring or employment.
- Suppliers shall be solely responsible for paying any fees associated with hiring, including but not limited to agents' or other third-party intermediaries' recruitment fees. If any such fees are found to have been paid by employees, such fees shall be repaid to the employees.



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### Recruited Employees (Cont.)

- Where recruitment fees or related costs (including "introduction fees") are charged, Suppliers must reimburse the employee within 30 days of the start of the employee's employment with Supplier.
- Employees must not be indebted due to the recruitment or hiring process.

### Harassment, Abuse & Disciplinary Practices

- Suppliers must treat all employees with dignity and respect, and employees shall be free from sexual, psychological, physical and verbal harassment, abuse or intimidation.
- Suppliers shall maintain a written policy against harassment or abuse and ensure all employees understand the policy.
- Suppliers shall ensure management has sufficient training on how to deal with harassment issues.
- Suppliers shall ensure all disciplinary actions are clearly documented and explained.
- Disciplinary practices shall be legal, appropriate and progressive in character (e.g., from verbal warning to written warning, suspension and termination).
- Overtime, deduction or withholding of wages shall not be used as disciplinary measures.
- Suppliers shall maintain disciplinary records for each individual employee.
- Suppliers must ensure that body searches and pat downs are conducted only when necessary, are conducted in the open and completed only by personnel of the same gender as the employee; are appropriate and not abusive; and do not involve the removal of clothing.
- Suppliers shall ensure that disciplinary actions taken against employees or management are consistent across the company.
- Disciplinary measures may not include the use of mental or physical coercion, including corporal punishment, violence or threats of violence, public warnings or punishments, fines and the removal of benefits required by contract. Employees are free to seek assistance and have the right to appeal disciplinary decisions.
- Suppliers shall comply with all national laws or regulations concerning discipline and all types of harassment prohibited, including that which is gender-based.
- Sexual harassment, including unwelcome sexual advances, unwanted hugs and touches, suggestive or lewd remarks, requests for sexual favors, or the display of indecent, derogatory, or pornographic pictures, posters, drawings, or videos, is prohibited.
- Sexual harassment in any form is not acceptable in the workplace or in any facilities related to the workplace, including transportation and dormitories.
- All workers are protected from retaliation for complaining about harassment.



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#### **Discrimination**

- Employees shall not be discriminated against on the basis of race, color, gender, nationality, religion, age, maternity, marital status, indigenous status, ethnicity, social origin, disability, sexual orientation, HIV/AIDS status, or trade union and/or political affiliation either in the hiring process or during employment.
- Women and men workers shall be protected against discrimination on the basis of marital status.
- Pregnancy tests or the use of contraception shall not be used as a condition of hiring or continued employment.
- Women workers shall be protected against threats of dismissal or any other employment decision that negatively affects their employment status in order to prevent them from getting married or becoming pregnant.
- Equal opportunities for women and men shall be provided in all aspects of training and personal and professional development.
- Workers with family responsibilities shall be protected against discrimination with regard to dismissal (see ILO convention No. 156).
- Suppliers will endeavor to ensure that employees with similar years of experience and roles receive commensurate compensation, work hours and other merit decisions regardless of their gender, race, nationality or other personal characteristics.
- Suppliers shall base human resources decisions, including hiring, wages, benefits, advancement, discipline and termination, on employees' qualifications, abilities, productivity and overall job performance.
- Suppliers shall ensure there is no unreasonable age requirement for applicants.
- Suppliers shall not prohibit religious holidays and observances, or prayer breaks.
- Suppliers shall not require employees to undergo medical tests, prior to or during employment (e.g., pregnancy or HIV/AIDS tests), except as required by law. In such cases, test results shall not be used in any discriminatory manner.
- Employees shall be protected against acts of anti-union discrimination and not be subject to discrimination in remuneration.
- Female employees' employment terms and conditions during pregnancy, maternity leave, and return from maternity leave shall be in compliance with law.
- Suppliers shall train all managers and supervisors on their policies regarding equality and non-discrimination.
- If not provided by law, suppliers must provide protection to employees who allege discrimination in any form, including recruitment and employment practices, compensation, marital status or health status.



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### **Hours of Work**

- Suppliers shall ensure that work hours are in compliance with local standards and applicable laws.
- Suppliers must ensure that their written policy of working hours is in compliance with applicable laws and regulations, and that employees understand these laws and regulations, including overtime obligations.
- Employees shall not work in excess of 48 hours per week in a regular work week, or 60 hours per week including overtime. Overtime hours must be consensual and paid at a premium rate. Suppliers are required to hold their business partners to the same standards on working hours.
- Suppliers shall take into consideration additional safety precautions for vulnerable employees, such as women and young employees when assigning night shifts. Working hours for pregnant women shall be in compliance with local laws or per the recommendation of a licensed physician.
- Policies for the calculation of basic wages, overtime, bonuses, and payroll deductions are the same for both men and women workers, and measures are taken to ensure that all personnel understand these policies.
- Piece-rate work shall not be exempted from the right to overtime compensation.
- Suppliers must maintain legally required overtime waivers, if applicable.
- Suppliers must ensure that all overtime work is consensual, voluntary, and compensated at the legal premium rate.
- The imposition of overtime where women or men workers are unable to leave the work premises or are in any way forced to accept it (through abuse, threats of dismissal, or other) is not allowed.
- Employees shall have at least one day off during each period of seven work days.
- Suppliers shall give breaks during and between shifts, as well as special working hours for pregnant women and elderly, disabled and juvenile employees, as required by law.
- Suppliers must maintain complete and accurate time records showing each employee's working hours, overtime hours and days of work, by using a time clock or scan-card system.
- Employees shall not have off-clock work or work to be taken home to complete a task or quota.

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### Wage, Compensation & Benefits

- Suppliers shall ensure that compensation for employees (including piece rate employees) is not less than that required by local laws relating to minimum wages, overtime rates and allowances, and mandated benefits (including sick and maternity leave, social insurance and medical care as required by law) for each legal employee classification.
- Fair and comparable wages, hours and benefits are guaranteed to all workers for comparable work.
- Suppliers shall maintain liability insurance or other commercial insurance as required by law.
- Suppliers shall ensure that training wages are in accordance with law, if applicable.
- Suppliers shall not illegally deduct or withhold partial or full wages. Deductions for disciplinary purposes are strictly prohibited.
- Suppliers shall retain written consent for any voluntary deductions and loan payments.
- Wage policies and calculation methods shall be communicated and understood by all employees. Such policies shall include:
  - Minimum wages
  - o Compensation premiums for overtime at a wage rate greater than regular hourly rates
  - Rest day and holiday compensation
  - Mandated benefits
- Suppliers shall ensure that employees be paid at least once a month; the method, frequency and time of payment must be in compliance with the law, with wages paid directly to the employee or into an employee-controlled account.
- Suppliers shall provide pay slips to employees in a language they understand, showing regular and overtime hours, their respective rates, piece rates (if applicable), benefits, deductions, and gross and net wages.
- Suppliers shall make necessary back-payments to employees for missing wages.
- In instances where some or all compensation is based upon piecework or other incentive systems, Suppliers shall use a parallel calculation system to verify that piecework pay is equal to or greater than the minimum pay required by any applicable minimum wage law, including overtime and other premiums. If the employee's wage is lower than that of the legal minimum, the difference shall be made up; any downtime shall be paid.
- Suppliers shall maintain complete and accurate payroll and production records for all employees; payroll registers should include regular working hours or days, overtime working hours, gross wages derived from working hours or pieces produced, production bonuses, allowances, deductions and net wages.
- Employees have the right to refuse employer-provided services (e.g., housing and meals).
- Suppliers shall ensure that deductions for services or goods to employees (e.g., housing, meals, supplies, etc.) do not exceed the actual cost and are charged at a fair market rate.
- Suppliers shall ensure the full payment of legal termination benefits should an employee be suspended or terminated.
- Suppliers shall date all seniority and other fringe benefits from the employee's first day as a contract/temporary hire, and not from the first day of regular employment for regular employees who were previously contract/temporary employees.
- Suppliers shall give retrenched employees an opportunity to transfer to other Supplier-owned facilities in the country at a comparable wage, and shall make all efforts to facilitate reemployment in other enterprises in the country.
- Suppliers shall maintain at least 12 months' payroll records on-site.

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### Freedom of Association

- Suppliers shall respect the rights of all employees, regardless of status, to form and join a trade union and bargain collectively in conformance with local laws.
- Suppliers shall not interfere in the legal exercise of the right to freedom of association or peaceful assembly.
- Where relevant, suppliers shall provide alternative forms of independent and free employee representation and negotiation if the right to freedom of association and collective bargaining is restricted under local or national law.
- Employees shall be free from retaliation of any kind for supporting efforts to unionize or collective bargain, including but not limited to, discrimination, reprisal, intimidation or harassment.
- Suppliers shall permit activities associated with employees' representation, and shall permit employee representatives' access to represented employees within the facility.
- Suppliers shall maintain a written policy on freedom of association, in compliance with applicable laws and regulations, and ensure that:
  - All employees are notified of the policy.
  - Employees' representatives are freely selected, participate voluntarily and communicate with management on related issues.
  - Management representatives are designated to communicate with employee representatives on related issues.
  - o Employees who report problems or abuses, and participate in lawful demonstrations and strikes, are not retaliated against.
- Suppliers shall engage in collective bargaining in good faith, and comply with all contractual provisions.
- Suppliers shall maintain records of all meetings between management and employee representatives.
- Suppliers shall not deduct union membership fees and dues from an employee's wages unless the employee has given written consent.
- This policy applies to both the employees and/or their representatives.

#### **Communication and Grievance**

- Suppliers must provide employees with a clear and accessible means to report harassment and grievances confidentially without fear of reprisal.
- Supplier shall ensure that the grievance procedures and applicable rules are known to employees, and that employees are fully trained on their proper use regularly.
- Where necessary, when employees speak different languages from management, Suppliers shall appoint facilitators/translators to facilitate communication; for non-production related issues, reliable outside translators shall be engaged for assistance.
- Suppliers shall assign a committee responsible for overseeing grievances.
- Suppliers shall provide confidential and anonymous means for employees and their trade union-elected or freely chosen representative to report grievances to management.
- Grievance channels must include means other than the employee's immediate supervisor.
- Suppliers shall provide a system for dispute resolution among employees, and between employees and management.
- Grievances shall be addressed in a timely manner, with the specifics of the grievances and steps taken documented. Any resolution should be communicated to the employee.
- All employees and their legal representatives shall be protected from retaliation, including termination of employment and legal action or violence against them.
- Consideration for Vulnerable Employees: at times, certain employees may be at an increased risk of labor exploitation given their status. This includes women, underage children, and migrant employees. Suppliers must take additional precautions to prevent the exploitation of these employees.



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### End-of-Contract, Post Employment and Repatriation for Foreign Migrant Employees

Employees employed outside of their home environment might be at a higher risk of labor exploitation. Suppliers shall take extra measures to ensure that migrant employees are safely repatriated at the end of their employment.

- Upon the completion of employment contracts with foreign migrant employees, Suppliers shall pay for the employees' repatriation under these circumstances:
  - o The employment contract expires and is not voluntarily renewed by either the Supplier or the foreign migrant employee before returning to his/her home country.
  - The employment contract terminates due to the Supplier's downsizing, closure of the facility, or other related events.
  - The foreign migrant employee terminates the employment contract due to unforeseen circumstances, such as critical illness or family emergencies.
  - The employment contract terminates due to the agreed mutual interest of both the Supplier and the foreign migrant employee.
- Repatriation shall include all transportation fees, accommodations and meal expenses until foreign migrant employees arrive back at their country of origin.
- Should the foreign migrant employees wish to pursue other employment in the receiving country, they may do so, and the Supplier is not responsible for their repatriation.
- Where seeking such employment is permitted, the supplier shall not infringe in any way on the employee's attempts to find new employment.

#### **Entertainment for Employees**

- Suppliers are encouraged to provide entertainment and activities for employees to help employees relax following their work.
- Suppliers are encouraged to provide facilities for employees' entertainment.



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**Health & Safety** 

Employees shall be provided with a safe and healthy work environment. Employees' exposure to hazards (including those associated with manufacturing processes), as well as health and safety concerns within the facility, must be minimized to the greatest extent possible, and must be in accordance with applicable laws and industry practices.

Suppliers shall ensure that additional precautions will be taken for vulnerable employees such as pregnant women, and that exposure to unsafe conditions or certain chemicals does not occur.

### General Housekeeping / Safe & Healthy Workplace

- Suppliers must take steps to ensure that employees are safe and protected in all facilities operated by the supplier, including any dormitories, cafeterias, or common areas provided to employees by the supplier.
- Suppliers must maintain applicable building and construction permits and licenses, and must ensure that the structure of the building is consistent with such permits and licenses.
- Suppliers must adhere to building codes and ensure that the facility's infrastructure is used for its stated and approved purpose.
- Suppliers shall regularly conduct visual examinations to ensure that the building's walls do not have visible cracks.
- Suppliers shall maintain up-to-date health and safety permits, licenses, and certificates for the facility and all of its operations, including those for machinery and appliances.
- Suppliers shall obtain copies of and comply with applicable laws and regulations governing facility health and safety, including those pertaining to air quality, noise, lighting and fire prevention.
- Suppliers shall establish an Occupational Health & Safety Committee (OHS Committee) that is responsible and accountable for all OHS activities at the facility.
- The OHS Committee shall conduct periodic evaluations of the facility to identify any practices that may require modifications to ensure a safe and healthy workplace.
- The OHS Committee shall meet on a regular basis to review health- and safety-related incidents, best practices, and protocol implementation towards a safe workplace. All activities and meetings shall be documented.
- Employees shall be trained on topics related to safety in the workplace and workplace hazards, including but not limited to the safe operation of machines, use of personal protective equipment, and spotting unsafe behavior. All trainings shall be documented.
- All safety and warning signs must be clear, in language(s) understood by the employees, and posted visibly in designated areas.
- Suppliers shall ensure that working facilities are appropriately ventilated and take extra precautions for areas of work using chemicals that might have a negative impact on an employee's health.
- All areas must have access to safe egress. At no time shall doors or windows designated for emergency egress be blocked or locked.
- Access to basic healthcare services shall be ensured to workers in accordance with national law and international norms (including UDHR and CEDAW), recognizing gender differences and specifically facilitating services for migrants and their dependents who may face language or other social barriers to care.
- Reasonable actions should be taken (e.g., providing on-site clinics, a strong referral system, and external health providers) to ensure that workers have access to health services that serve the distinctive concerns and needs of women and men.
- On-the-job attention and accommodations shall be given to ensure that the reproductive rights of women and men workers are respected, which includes ensuring access to family planning products and services and care relating to pregnancy, maternity leave and childcare. Feminine hygiene products also shall be available to women workers.

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### General Housekeeping / Safe & Healthy Workplace (Cont.)

- Each floor must be equipped with a well-stocked first aid kit.
- An adequate number of personnel trained on first aid must be available for every shift, and an infirmary and nurse or doctor must be on-site, if required by law.
- All workplace accidents shall be investigated, remediated and documented.
- Suppliers shall provide medical tests (e.g., hearing tests) to applicable employees, as required by law.
- Suppliers shall provide employees with safe drinking water:
  - Access shall be free and unlimited and at all times (including in production areas, dormitories, and dining facilities)
  - Drinking water containers shall be kept clean and have adequate protection to restrict any type of contamination
  - Drinking water shall be tested regularly, as required by law, to ensure safety
- Suppliers shall ensure that toilets are:
  - Provided with unlimited access
  - Of sufficient quantity (as required by law, if applicable)
  - Segregated by gender
  - Sanitary, well-lit, ventilated and cleaned regularly
  - Provided with appropriate privacy (door equipped with lock)
  - Equipped with flushing water and basic supplies (tissues and soap, provided with unlimited access and free of charge)
  - Free to access and not charged a fee to use at any point
- The number of toilets shall also take into consideration the number of workers, privacy for each individual and gender, accessibility, and hygiene. Undue restrictions shall not be imposed on the time and frequency of toilet use.
- Workplace policies and practices shall be established to ensure that women and men have the agency to take rest and water breaks and take leave to obtain non-emergency services from on-site or off-site health service providers when needed.
- Where doctors, nurses, or other health professionals are required on site, they shall be qualified not just to provide curative care for injuries, but also to address the broader health needs of men and women workers, including providing referrals to accessible, affordable, quality services off site.
- Flexible working arrangements and on-site facilities shall be offered to women who are pregnant or nursing.



### Personal Protective Equipment (PPE)

- Suppliers shall establish a system for the identification, maintenance, storage, usage, and training of personal protective equipment (PPE). Suppliers shall assign trained personnel for overall PPE management.
- Suppliers shall provide employees with appropriate PPE, and hazardous materials' protective measures, as required by law.
- PPEs for employees shall be of the correct size, and worn in accordance with the manufacturer's instructions to achieve maximum effectiveness.
- Employees shall be trained on PPE's proper usage, and identifying faulty PPEs for replacement.
- Suppliers shall properly store, track, maintain, replace, and dispose of all PPEs as suggested by the PPE manufacturer.
- Suppliers shall abide by all laws relating to deducting costs of PPE from employee wages. If any deductions are legally permitted, the supplier must keep a record of such deductions.



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### **Chemical Safety**

- Suppliers shall adhere to chemical restrictions, as described in Skechers' Restricted Substance List (SRSL).
- Suppliers shall establish a system for chemicals management, including tracking, identification, maintenance, storage, use and training of hazardous materials. Suppliers shall assign trained personnel for overall chemicals management.
- Suppliers shall train employees (especially those who work with chemicals) on the hazards of chemicals used, and safe chemical-handling procedures.
- Men and women employees engaged in working with hazardous materials will be informed of the potential risks to their reproductive health. To prevent unsafe exposure to hazardous chemicals and hazardous substances, appropriate accommodations shall be made for pregnant women.
- Suppliers shall maintain a Material Safety Data Sheet (MSDS) for each chemical, in local language(s), in chemicals use and storage areas, and provide MSDS training to employees.
- Suppliers shall post signage in close proximity to each chemical used, indicating the chemical's name or number, hazards associated with its use, preventive measures and PPEs appropriate for usage, and procedures to follow should a spillage occur.
- Each chemical container must be covered, labeled with the chemical name or identification number, and labeled with the appropriate hazard warning labels.
- Chemical usage areas must be equipped with eye wash and spill clean-up stations.

#### **Dust Control**

- Suppliers shall ensure equipment that generates dust be fitted with exhaust ducts or vacuum apparatus.
- Employees exposed to dust shall wear the appropriate PPE.

#### **Noise Exposure**

- Suppliers must maintain acceptable noise levels, as required by law.
- Suppliers shall periodically test the noise levels of the facility, and if such levels exceed the legal limit, measures shall be taken to remediate the noise level (e.g., soundproofing, PPEs, etc.)

#### Lighting

- Suppliers shall ensure adequate lighting, as required by law.
- Suppliers shall periodically test the brightness of the facility to ensure such levels do not fall below the legal minimum, and if so, take measures to remediate the situation.
- Each facility shall have powered back-up emergency lights throughout the facility.



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### **Equipment Safety**

- Suppliers shall maintain an updated inventory list for all machinery in the facility.
- Suppliers shall maintain certificates and inspection reports for all machinery, including production machinery and operating equipment such as elevators, forklifts, boilers, generators, compressors and industrial refrigerators, as required by law and regulations.
- Suppliers shall set up a machinery operation and maintenance system, periodically check and maintain all machinery, and keep records for inspection.
- All machinery operators shall be trained on safe operations and training records maintained. Special operators (e.g., electrician, elevator operator, boiler operator, cargo lift operator and welding operator, etc.) must possess special operator certificates or work permits, as required by law.
- Suppliers shall ensure that standard operation methods are used, and that safety switches and safeguards for all machinery are provided to prevent employees from coming into contact with any machine parts, functions or processes that may cause injury.

### Fire Safety

- Suppliers must comply with all applicable laws regarding fire safety, and maintain relevant permits and licenses.
- All exit and emergency signage and instructions shall be in language(s) understood by all employees.
- Employees shall be given fire safety and evacuation training orientations, with refresher trainings and fire drills at least every six months for the entire facility (jointly with other occupants of the building, if applicable).
- Suppliers shall maintain all training and fire drills records for at least one year.
- Suppliers shall train at least 40% of employees on the proper usage of fire extinguishers and fire hoses, with annual refresher trainings, and training records must be maintained for 12 months.
- Suppliers shall ensure that fire extinguishers are:
  - Appropriate (correct types for various types of materials) and sufficient, as required by law
  - o Placed in areas where flammable or combustible materials are stored
  - Placed in locations for quick access (as required by law)
  - Mounted on walls, and clearly marked and visible
  - Accessible and unblocked
  - Checked, tested and cleaned at least monthly
  - Serviced by qualified, licensed personnel at least annually
- Suppliers shall maintain a fire suppression system, such as a sprinkler and/or fire hydrant system. Fire suppression systems shall have quarterly inspection tags (at a minimum) and be inspected annually by a licensed third party.



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### Fire Safety (Cont.)

- A manual or automatic emergency alarm system shall be present and tested, according to law. Manually operated emergency alarms shall be clearly visible. Alarms shall be accessible and shall have notification lighting in areas where the noise level is above ambient levels. Alarm signs shall be in a language(s) understood by employees. The emergency alarm system shall be inspected at least annually by a certified contractor.
- Suppliers shall ensure that emergency exits are:
  - On opposite sides of the building, and at a minimum, two exits on each floor
  - With appropriate width, as required by law
  - Open to the outdoors or exterior stairway
  - Accessible to ground level exits
  - Equipped with workable emergency lights with backup power on all exit pathways, above exits and in stairwells
  - o Appropriately marked with exit signs that are visible, and are internally or externally illuminated
  - o Accessible, unblocked and unlocked at all times, and are manually operable
  - Equipped with doors that open outward
- Suppliers shall ensure that evacuation plans are:
  - Clearly visible
  - Posted on each floor along emergency exit pathways and entrances to stairs
  - Accurately drawn, showing evacuation routes, "you are here" signage, correct layouts and directions, and locations of fire extinguishers and hydrants, in language(s) understood by employees
- Suppliers shall ensure that emergency pathways are:
  - Of the appropriate width, as required by law
  - o Prominently marked with photo-luminescent evacuation directions
  - Adequately lit and accessible
  - Leading out of the building
- Suppliers shall ensure that stairwells are:
  - Equipped with workable emergency lights and handrails on both sides
  - Marked with evacuation directions
  - Of the appropriate width, as required by law



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### **Electrical Safety**

- Only certified electricians shall maintain electrical equipment, and their licenses must be current.
- Electrical wiring shall not be damaged, frayed, exposed, or strung in unsafe ways.
- Electrical junction boxes and control panels must be covered and labeled.
- Suppliers shall conduct regular inspections and preventive maintenance on all electrical installations and machinery.
- All electrical machineries shall be connected with an earth continuity conductor (ECC).
- In wet or damp areas of the facility, ground fault circuit interrupters (GFCIs) shall be installed and maintained.

#### **Dormitories**

- Suppliers shall maintain valid and up-to-date dormitory health and safety permits and licenses, as required by law.
- All fire, safety and evacuation provisions within the dormitory shall follow those under the "Fire Safety" section of this Code.
- Dormitories must be separated from the production areas, and be in a designated building designed for accommodations.
- Sleeping quarters, showers and toilets shall be segregated by gender, and shall be clean and well-maintained; cleanliness and safety standards must meet the same standards as working facilities.
- Suppliers shall ensure that living facilities have emergency egress, hot water, and adequate heat and ventilation.
- The living space provided for each employee shall meet applicable legal requirements.
- All employees living in dormitories shall be provided with their own individual mats or beds, and there is sufficient space for occupants to avoid overcrowding.
- Individual storage spaces must be provided for employees, and must be private and secure.
- Dormitories shall be well ventilated and lit, and maintained at an acceptable room temperature.
- Employees must be free to enter and exit the facility at all times, and not be subject to any curfews or electricity shut-offs.
- Employees must be free to choose between Supplier-provided housing and other accommodations, as required by law.



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#### **Dining Facilities & Food Preparation Areas**

- Suppliers shall maintain up-to-date canteen health and hygiene certificates, as required by law.
- Suppliers shall ensure that all canteen employees maintain health certificates, as required by law.
- All dining facility personnel shall wear masks, hats, and aprons.
- Dining facilities shall be orderly and sanitary.
- Food provided by the Supplier shall be nutritious, properly prepared, and protected from contamination.
- Suppliers shall ensure that canteens have sufficient seating to accommodate all employees who choose to utilize this service.



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# **Environment**

#### **Environmental Protection**

- Suppliers shall maintain up-to-date environmental licenses and permits, as applicable and required by law.
- Suppliers shall maintain written policies and procedures on environmental protection, in compliance with applicable laws and regulations, and ensure that waste disposals do not pollute the environment.
- Suppliers shall strive to eliminate waste by using practices as such reduction and recycling, conservation, and modification of production processes.
- Hazardous and non-hazardous waste shall be stored separately in secure areas.
- Suppliers shall discharge and dispose waste in compliance with law, and maintain all discharge documents for 12 months minimum, or longer if required by law.
- All wastewater shall be treated and discharged in compliance with legal limits.
- Suppliers are encouraged to use environmentally-friendly energy sources where possible.

### **Air Quality**

- Suppliers must comply with applicable laws and regulations governing air quality standards. Copies of such laws and regulations and relevant compliance records shall be maintained on the facility premises. The facility's air quality assurance must include the proper management of volatile organic compounds (VOCs), solvents, and dust.
- Suppliers shall periodically test the air quality to ensure it is within the legal limit, and if not, measures shall be taken to remediate the air quality.

### **Chemical Management**

- Chemicals storage areas shall be fireproof and separated from production areas, and include secondary containment or other spill controls to prevent chemicals from entering into the environment. Secondary containment must be able to hold 110% of the volume of the largest container.
- Suppliers shall maintain an inventory of all chemicals used and stored in the facility.
- Suppliers shall dispose of chemicals and other hazardous materials as required by law.
- Suppliers shall periodically test the air quality for solvent vapors in areas where solvents are used as well as areas in close proximity to employees, and ensure that the air quality is legally compliant.
- Suppliers shall monitor, control, and emit chemicals into the air in conformity with applicable laws.



# **Appendix: Glossary Of Terms**

### Agent/Agency

One who agrees and is authorized to act on behalf of another, a principal, to legally bind an individual in particular business transactions with third parties.

#### **Bonded Labor**

Work for an employer not for compensation received by the employee, but to pay off a debt, which is often incurred by another employee who is offering the employee's labor as part of an exchange.

#### Child

The term "child" refers to any person under the age of 15, or under the age of completing compulsory education, or under the minimum age of employment in the country, whichever is greatest.

#### **Collective Bargaining**

Sometimes called a Collective Bargaining Agreement, collective bargaining is an arrangement whereby working conditions and wages are fixed by negotiation between employees' representatives (a trade union or other body) and production unit management.

#### **Freedom of Association**

The right of all employees to join or form a trade union of their own choosing, which is legal in the country in which merchandise is manufactured, and carry out trade union activities without interference from their employer or public authorities.

#### **Forced Labor**

All work or service that is extracted from any person under the menace of any penalty for which the said person has not offered him/herself voluntarily, or for which such work or service is demanded as a means of repayment of debt.

#### Harassment

Unjustifiable conduct, typically persistent and repetitive, aimed at an individual, which causes distress or discomfort.



# **Appendix: Glossary Of Terms (Cont.)**

#### **Hazardous Jobs**

Hazardous jobs include working with dangerous machinery/equipment (e.g., knives, saws); chemicals or hazardous substances; noisy environments; lifting heavy things; and extremely cold or hot conditions.

#### **Human Trafficking**

The recruitment, enticement, transportation, transfer, or receipt of individuals by means of threat or use of force or other forms of coercion, for the purpose of exploitation or involuntary servitude.

#### **Indentured Labor**

Work performed on behalf of an employer who forbids employees from leaving employment at the employee's discretion.

#### **Piece Rate**

A method of paying employees by the number of items they produce, rather than the number of hours they work.

#### Trade Union (or "Union")

An organization of employees that promotes and protects the interests of its members with regards to issues such as wages and working conditions through negotiations with employers.

#### **Third Party**

Any party, company, or entity other than the Supplier and Skechers, including both government and non-government entities.

#### **Young Person**

Also known as a "juveniles" or "minors" or any employee over the age of a "child" as defined above, and under the age of 18.

# 5KECHES 供应商行为准则



# 引言

Skechers依靠全球供应商向各行各业的客户提供优质服装及鞋类产品。我们希望供应商与Sketchers有共同的价值观,包括尊重Skechers供应链内的所有员工、提供健康安全的工作环境,改善员工生活质量,以及推行负责任的环保措施。

本行为准则适用于所有为Skechers生产商品的供应商,力求符合法律规定、行业标准与普遍准则。本准则虽未涵盖道德行为的所有举措,也未纳入具体的法律规章,但明确规定了全体供应商在与Skechers合作时必须遵守的基本行为准则。

本准则旨在:为客户创造价值,同时维护Skechers的品牌形象,提高生产能力与产可以品质量,并与供应商合作,建设适应性强且对社会负责的供应链体系。

### Skechers致力于:

- 尊重工人的人权,包括国际劳工组织的《工作中的基本原则和权利宣言》里涵盖的关于结社自由、集体谈判权以及不受强迫劳动、避免童工或歧视的权利。
- 尊重《世界人权宣言》规定的人权。
- 尊重经合组织《跨国公司行为准则》。
- 《国际人权宣章》。
- 尊重《联合国工商业与人权指导原则》 (UNGP)。



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# Skechers供应商行为准则



### 管理体系

供应商应全面遵守其设施及业务所在国的一切适用法律、法规与规则,包括用工、工作场所卫生安全和环境方面的相关规定。

供应商应遵守一切反腐相关法律,避免任何形式的腐败,包括但不限于敲诈、贿赂、贪污、盗窃及其他滥用权力以谋取商业或个人利益的行为。

## 歧视

员工在招聘过程中和受雇之后均不应受种族、肤色、性别、国籍、宗教、年龄、怀孕、婚姻狀況、本地身份、民族、社会根源、残疾、性取向、艾滋病患者/病毒携带者、工会和/或政治面貌等歧视。有关人力资源决策(包括聘用、工资、福利、晋升、纪律和解雇)应以员工的资质、能力、生产力和整体工作绩效为基础。

# 骚扰与虐待

供应商应尊重全体员工,确保员工不会遭受性、生理、心理及语言上的骚扰、虐待或恐吓。

### 强迫劳动力

供应商不得使用任何形式的 强 迫 劳动力,包括但不限于监狱、罪犯、奴隶、契约和抵押劳工,以及非自愿加班。在Skechers供应链内,所有工作必须由员工自愿完成,以及尊重所有员工享有的自由。 禁止人口贩卖。

# 未适龄劳工

供应商应确保所有员工在聘用之时,均达到当地法律规定的最低就业年龄或不小于 15岁(以二者中之较高者为准),且均已达到完成义务教育的年龄。

## 结社自由

供应商不得妨碍员工合法行使其结社自由权,如果地方或全国性法律限制了结社自由权和集体谈判权,则供应商应提供其他的员工独立自由代表及谈判的方式。

# 薪酬与福利

供应商应保证员工(包括计件员工) 报酬不低于当地法律规定的最低工资、加班费、津贴以及强制性福利(包括法定病假及产假、社会保险及医疗服务等),适用于每个法定工种。

### 工时

每周正常工作时数不能超48小时,每周总工作时数(含加班时数)不得超过60小时。 员工在连续7个工作日内,应该至少休息一天。此外,供应商应保证工作时数符合地 方标准和适用法律规定。

### 健康安全

供应商应确保员工拥有健康安全的工作环境。供应商须尽可能降低员工所面临的危险 (包括有关生产流程的风险,以及供应商设施内的健康安全风险),并遵守适用法律 与行业措施。

# 分包商与家庭作坊

供应商应记录并向Skechers 披露一切分包与家庭作业活动, 并在开始生产前征得 Skechers的书面许可。

### 环境

供应商应遵守业务所在地区内的一切适用的环境法律、法规与规则,尤其是有关水、能源、危险化学物品、空气质量、噪声质量与垃圾的规定。



# 管理体系

# 合规

• 供应商应全面遵守其设施及业务所在国的一切适用法律、法规与规则,包括用工、工作场所卫生安全和环境方面的相关规定。

# 透明度与无限制访问

- 供应商应向Skechers全面披露所有生产相关的行为、资源与记录。所有记录均应完整准确。
- 供应商应允许所有Skechers代表或授权代理可随时无限制地探访其设施(包括员工生活区)、采访其员工、接触其招聘代理、查阅相关记录。
- 供应商不得干涉或以其他方式阻碍Skechers收集有关其任何设施工作条件的相关信息。

### 贿赂、腐败和欺诈

- 供应商应遵守一切反腐相关法律,避免任何形式的腐败,包括但不限于敲诈、贿赂、贪污、盗窃及其他滥用权力以谋取商业或个人利益的行为。
- 供应商不得参与欺诈行为(如文件欺诈)。
- 供应商须制定反贿赂、反腐败的政策与程序,并对贿赂与腐败零容忍。
- 应对所有管理人员和员工进行培训,介绍上述政策及贿赂、腐败的应对方式。
- Skechers禁止任何形式的贿赂,禁止提供任何形式或价值的金钱礼物,禁止由于当地的任何文化习俗或惯例而赠送礼品(例如,向客人提供欢迎礼品或金钱)。

### 分包商与家庭作坊

- 供应商必须记录并向Skechers披露所有分包外发与家庭作业活动,包括所有分包商的身份信息和位置,并在开始生产前征得Skechers的书面许可。
- 当使用家庭工人时,必须遵守所有当地法律和国际公认的标准。至少,必须跟踪工时和工资,必须保证家庭工人获得适当的补偿和获得最低限度的社会福利。
- Skechers保留拒绝任何分包请求的权利,并且每个订单或至少每年必须获得书面批准。
- 所有的外发生产及家庭作业必须遵守Skechers供应商行为准则,供应商必须对其所有的分包商与家庭作业进行监督。
- 供应商必须将这些标准纳入与其供应商签订的合同中。
- 供应商必须至少每年向Skechers披露一次审核信息,包括是否进行审核以及由谁进行审核。如果Skechers通过审核发现关键问题,供应商必须及时向 Skechers披露相关信息。
- Skechers保留审查任何分包与家庭作业设施的权利。
- 供应商有责任对任何违反Skecehrs供应商行为准则的违规行为采取纠正措施。在需要补救的情况下,供应商应对问题进行补救,以使受害方和Skechers满意。



1. 管理体系 2. 劳工管理 3. 健康安全 4. 环境

# 劳工管理

# 劳工合同

- 供应商应保存所有类型员工的个人档案及一切相关就职信息,包括但不限于工厂内的合同工/季节性员工/临时工/非直接聘用员工/移民工(本国及海外)/非移民员工。
- 聘用合同必须直接在供应商和员工之间签订。除非事先得到Skechers的批准,否则严禁使用第三方职业介绍机构。
- Skechers保留对用于招聘和雇用供应商员工的任何(新的和/或现有的)劳务代理/经纪人进行尽职调查的权利。
- 供应商应确保员工聘用合同中列明了,包括但不限于劳动合同的起止日期(包括辞职和解雇条款)、工作任务、工资与福利约定(包括加班津贴)和员工身份证明。
- 聘用合同应采用员工可理解的语言编制,并署有员工和管理人员双方的签名。
- 员工试用期应符合法律规定。
- 如果供应商采用了培训学徒合同与工资,则应确保其符合法律规定,并在长期雇佣情形中限制此类合同的时间期限。
- 学徒应享有与正式员工相同的保护与福利,作为"学徒"身份的持续期限应合理。供应商应按照法律规定,向受培训者和学徒提供正式就职的机会。
- 供应商应索取相关法律文件的原件,以核实员工在聘用时的年龄,并保存文件副本。
- 所有员工必须随时被允许查阅他们的雇佣协议。

### 童工与未成年工

- 在生产的任何阶段都不得使用童工。"儿童"一词是指未满**15**岁或未满完成义务教育年龄或未满该国最低就业年龄的任何人,以最严格标准为准。符合任何这些标准的 人员不得参与任何阶段的生产。
- 允许使用符合所有法律法规的合法工作场所培训计划。
- 供应商应保留最新的适用法律文件,说明其经营所在国家/地区完成义务教育的年龄和最低工作年龄。
- 供应商应保留关于用工最低年龄且符合适用法律法规的书面政策和程序,包括严格的招聘和年龄验证程序、童工补救计划(如下所述),以及所有主管和负责招聘的人员对此类政策和程序的培训。
- 供应商应通过能获取到的最佳官方记录,以核实求职者的年龄,包括但不限于政府出具的身份证、出生证明、牙医记录等。
- 供应商应制定童工补偿方案;如果供应商发现其设施内存在童工,则应确保该童工在达到法定工作年龄之前,可接受法定学校教育(费用由供应商承担)并获得基础工资(如果该员工进校读书)。
- 如果发现童工,供应商必须向Skechers披露该违规行为,对工厂的跟进审核必须进行。
- 供应商应记录每名员工聘用时的年龄。
- 供应商应确保生产区域内没有任何未达法定工作年龄的人员,即使他们没有工作。
- 供应商应提供一切18岁以下员工(即未成年工)工作的法律限制政策和相关记录,并证明其遵守了该法律限制。
- 供应商应确保未成年工 的工作条件符合法律规定,包括但不限于工作类型与工作时数、政府机关登记、工资、福利和教育优先规定。



#### **1. 管理体系 2.** 劳工管理 **3.** 健康安全 **4.** 环境

- 18岁以下未成年工 应在入职前和就职期间接受法律规定的医疗检查。
- 未成年工不得从事性质上可能损害其健康、安全或道德的工作。
- 应将未成年工、学徒和培训生的钱款直接支付给其本人,而不得付予第三方(包括其父母)。

# 强迫劳动力

- 严禁强迫劳动。这包括但不限于监狱劳工、罪犯、奴隶、契约劳工和抵押劳工。
- 严禁强迫或非自愿加班。所有工作必须在自愿的基础上完成,所有员工的行动自由不得受到侵犯。
- 禁止限制员工行动自由或终止其雇佣关系的做法。
- 除非Skechers事先批准,否则供应商在招聘员工过程中不得直接或间接与第三方协调、合作或雇佣员工。
- 禁止让员工因贷款或债务而被要求持续雇佣关系的行为。
- 雇主和代理人不得持有或以其他方式销毁、隐瞒、没收或拒绝员工获取其身份或移民文件,如政府颁发的身份证明、护照或工作许可证,除非持有这些文件是法律要的(在这种情况下,供应商必须通知Skechers)。
- 必须为所有员工提供一个安全可靠的身份证件存放地点。供应商在任何时候都不得以任何方式限制员工对这些身份证件的获取。
- 员工应有权(根据其劳动合同)自由离职。
- 供应商不得非法解雇员工,且应根据法律规定,保存解雇记录。
- 供应商应遵守一切强制加班的适用法律规定。强制加班(如经法律许可)政策及实践均应遵循法律对于加班的限制。
- 不得在有处罚威胁的情况下实施加班,员工应在加班前书面同意加班要求。
- 一切加班均应遵循自愿原则,如果员工拒绝加班,不得处以罚款(如扣除工资或威胁开除)。
- 员工如果未能完成生产定额,供应商不得要求其延长工作时间以达到生产定额。
- 员工在轮班结束时以及轮班期间的特定情形下(如疾病和家庭紧急情况),应有权自由离开供应商设施。
- 员工在工作时间之外应该可获取并使用电话(私人电话等)及其它通讯工具。



**1. 管理体系 2. 劳工管理 3.** 健康安全 **4.** 环境

# 招聘员工

通过代理机构雇佣到居住地以外工作的员工可能会面临更高的强迫劳动风险,特别是如果他们要搬迁到对他们来说陌生的国家或地区。供应商应采取额外的预防措施来保护招聘的员工。

- 除非Skechers事先批准,否则供应商在招聘员工过程中不得直接或间接与第三方协调、合作或雇佣员工。
- 对于任何经批准的招聘机构,无论招聘的员工是本地人还是移民,也无论是国内还是国外,供应商必须确保这些机构已注册或获得许可。招聘机构必须遵守派遣国和接收国的法律。
- 供应商应与任何经批准的招聘机构签订具有法律约束力的书面合同,注明招聘和雇佣员工的条款和条件。
- 供应商应确保任何经批准的招聘机构都向所有外籍移民员工提供劳动合同以及每位外籍移民员工签署的合同副本。合同必须合法,不得包含任何不道德的条款。员工必须收到一份用自己语言编写的合同副本。
- 外国移民雇员在离开原籍国之前,应获得其劳动合同的书面副本。
- 雇佣关系必须是供应商和员工之间的直接关系:招聘机构不得与安置在供应商设施的员工建立雇佣关系。
- 员工必须免于向供应商和第三方招聘中介机构支付费用(如交通费、招聘费和体检费)、税款、押金、保证金和/或以招聘或雇佣为目的或条件的债券。
- 供应商应全权负责支付与招聘相关的任何费用,包括但不限于代理商或其他第三方中介机构的招聘费。如果发现任何此类费用由员工支付,则应将此类费用偿还给员工。
- 如果收取招聘费或相关费用(包括"介绍费"),供应商必须在员工开始受雇于供应商后30天内偿还给员工。
- 员工不得因招聘或雇佣过程而负债。

### 骚扰、虐待和惩戒

- 供应商应尊重全体员工,确保员工免于性、生理、心理及语言上的骚扰、虐待或恐吓。
- 供应商应制定反骚扰、反虐待的书面政策,并确保所有员工理解政策。
- 供应商应确保管理人员围绕如何处理骚扰问题开展了充分培训。
- 供应商应确保已向全体员工明确解释了所有惩罚措施,且已取得全体员工的透彻理解。
- 应制定合法、合理且渐进的惩罚措施(如从口头警告到书面警告,再到停职或解雇)。
- 加班、克扣工资或暂停发放工资不应作为惩罚措施。



#### **1. 管理体系 2.** 劳工**管**理 **3.** 健康安全 **4.** 环境

- 供应商应保存每个员工的惩戒记录。
- 供应商应确保搜身在公开场合下进行,搜身人员与被搜身员工属同一性别,搜身措施合理无滥用,且无需脱除衣物。
- 在对员工或管理人员施加惩戒时,供应商应确保全体采用一致的惩戒措施。
- 纪律措施不得包含使用精神或身体胁迫,包括体罚、暴力或暴力威胁、公开警告或惩罚、罚款和取消合同规定的福利。员工可以自由寻求帮助,并有权对纪律处分决定 提出上诉。
- 供应商应遵守有关纪律的所有国家法律或法规,禁止一切类型的骚扰,包括基于性别的骚扰。
- 禁止性骚扰,包括不受欢迎的性挑逗、不必要的拥抱和触摸、暗示性或猥亵言论、性恩惠请求,或展示不雅、贬损或色情图片、海报、图纸或视频。
- 在工作场所或与工作场所相关的任何设施,包括交通工具和宿舍,都不接受任何形式的性骚扰。
- 所有员工都受到保护,不会因投诉骚扰而遭到报复。

# 歧视

- 员工在就业/工作中,不受种族、肤色、性别、国籍、宗教、年龄、怀孕、婚姻狀況、本地身份、民族、社会根源、残疾、性取向、艾滋病患者/病毒携带者、工会和/或政治面貌歧视。
- 应保护男女工人不受基于婚姻状况的歧视。
- 妊娠测试或避孕不应作为雇佣或继续雇佣的条件。
- 应保护女工不受解雇威胁或任何其他对其就业状况产生负面影响的就业决定的影响,以防止她们结婚或怀孕。
- 应在培训以及个人和专业发展的各个方面为妇女和男子提供平等的机会。
- 应保护有家庭责任的工人在解雇方面不受歧视(见劳工组织第156号公约)。
- 供应商将努力确保具有类似经验和角色的员工获得相应的薪酬、工作时间和其他绩效奖励,无论其性别、种族、国籍或其他个人特征如何。
- 供应商应根据员工的资质、能力、生产力和整体工作表现做出人力资源决策,包括招聘、工资、福利、晋升、纪律和解雇。
- 供应商应确保未对求职者作出不合理的年龄要求。
- 供应商不得禁止宗教节日与仪式,亦不得禁止员工间断工作祈祷。
- 供应商不得要求员工在入职前或就职期间接受医疗检查(如孕检或艾滋病/病毒携带检查),除非有法律规定。如有法律规定,则检查结果不得用于歧视员工。
- 应保护员工不受反工会歧视,亦不受薪酬歧视。
- 女性员工在孕期、产假和结束产假回岗期间的就业条款与条件应遵守法律规定。
- 供应商应就公司的平等不歧视政策,向全体管理人员与监管人员进行培训。
- 如果法律没有规定,供应商必须为声称存在任何形式歧视的员工提供保护,包括在招聘和雇佣行为、补偿、婚姻状况或健康状况方面。



1. **管理体系 2.** 劳工**管理 3.** 健康安全 4. 环境

### 工时

- 供应商应保证工作时数符合地方标准和适用法律规定。
- 供应商必须保证与工作时长相关的书面政策与适用法律和法规一致,且员工了解这些法律和法规,包括加班义务。
- 员工每周正常工作时数不能超48小时,每周总工作时数(含加班时数)不得超过60小时。加班工时必须经双方协商同意,并向员工依法支付加班费。供应商必须要求其业务合作伙伴在工作时间上达到相同的标准。
- 供应商在分配夜班时应考虑针对弱势员工(例如女性和年轻员工)的额外安全预防措施。孕妇的工作时间应符合当地法律或根据执业医师的建议。
- 男女工人的基本工资、加班费、奖金和工资扣除的计算政策是一样的,并采取措施确保所有人员都了解这些政策。
- 计件工作不应免除加班补偿的权利。
- 如适用,供应商应当保持法律规定的加班豁免。
- 供应商应保证所有加班都基于双方自愿的基础上,并且按照法律规定的倍率进行补偿。
- 女工或男工无法离开工作场所或以任何方式被迫接受加班(通过虐待、威胁解雇或其他方式)的强制加班方式是不允许的。
- 员工在连续7个工作日内,应该至少休息一天。
- 供应商应保证休息时间和轮班间隔的合理安排,以及法律规定的老人及孕妇、残疾人及未成年员工的特殊工作时间。
- 供应商应使用打卡钟或打卡系统,保证每位员工的工作时长、加班时长和工作天数有完整且准确的记录。
- 员工不应被要求打卡下班后继续工作,或被要求为完成任务、定额回家之后继续工作。

### 工资、报酬及福利

- 供应商应保证员工(包括计件员工)所得报酬不低于当地法律规定的最低工资、加班费、津贴以及强制性福利(包括法定病假及产假、社会保险及医疗服务等),适 用于每个法定工种。
- 应保证所有工人都获得公平和合理的工资、工时和福利。
- 供应商应按法律规定投保责任保险或其他商业险。
- 如适用,供应商应保证实习工资符合法律规定。
- 供应商不得非法扣除或拒付部分或全部工资。严禁以处罚为目的进行扣款。
- 对于任何自愿扣款和借款偿还,供应商应保有书面协定。
- 工资政策和计算方式应当传达给所有员工并使其理解。这类政策包括:
  - 。 最低工资
  - o 加班补助费(工资率应高于正常小时工资)
  - 。 休息日和假期补助
  - 。 法定福利



#### **1. 管理体系 2.** 劳工管理 **3.** 健康安全 **4.** 环境

- 供应商应保证至少每月向员工支付一次工资,支付方式、频率和时间必须符合法律规定,直接付给员工或打入员工名下账户。
- 供应商应向员工提供工资单,工资单使用员工能理解的语言,并标明正常工作时间及加班时数、各自的费用、计件费(若适用)、福利、扣除、总工资和净工资。
- 供应商应保证向员工支付少付(如有)的工资。
- 部分或全部报酬是基于计件工作或其他奖励制度的情况下,供应商应使用并行计算系统来核实计件工资等于或大于任何适用法律规定的最低工资,包括加班费和其他费用。若员工工资低于法定最低工资,应当补齐差额;停工期应支付工资。
- 供应商应当保留完整且准确的全员工资登记表和生产记录表。 工资登记表应包含正常工作时数或天数、加班时数、由工作时数或计件产品所得的工资总额、生产奖金、 津贴、扣除以及净工资。
- 员工有权接受或拒绝雇主提供的服务(例如住宿和用餐)。
- 供应商应保证因向员工提供服务或商品(例如住宿、 用餐、供应品等)而扣除的金额不超出实际成本且按合理的市场价格收费。
- 若员工被停职或解雇,供应商应保证全额支付法定解雇福利。
- 供应商应当自合同工或临时工入职首日起计算其工龄及其它附加福利, 而并非自合同工或临时工转正为长期雇员的首日起开始计算。
- 供应商应当给被裁员工提供机会,让他们以同等待遇转岗到其旗下其它国内公司,并尽力促成员工在国内其它公司实现再就业。
- 供应商应当在现场保留至少12个月的工资记录。

### 结社自由

- 供应商应尊重所有员工的权利,无论其身份如何,都有权根据当地法律组建和加入工会和集体谈判。
- 供应商不得干涉員工行使法定结社自由权以及和平集合的权利。
- 如果结社自由和集体谈判受到地方或国家法律限制,供应商应提供其它形式的、独立且自由的员工代表和谈判的方式。
- 不得以任何方式打击支持各工会的员工,包括但不限于歧视、报复、恐吓或骚扰。
- 供应商应当允许与员工代表相关的活动,以及员工代表在公司内与成员的接触。
- 供应商应保留结社自由相关书面政策,保证其符合相关适用法律,并保证:
  - 。 覆盖所有员工。
  - o 员工代表可自由选择、自愿参与并与管理层就相关问题进行沟通。
  - 。 管理层应指定代表,就相关问题与员工代表进行沟通。
  - o 对举报问题或举报滥用职权,以及参与合法示威及罢工行动的员工,不得打击报复。
- 供应商应参与诚信合法的集体谈判,并遵守所有合同规定。
- 供应商应保存管理层和员工代表之间所有会议的记录。
- 未经员工书面同意,供应商不得从员工工资中扣除工会会员费和税款。
- 本政策适用于员工和/或其代表。



1. **管理体系 2.** 劳工**管理 3.** 健康安全 4. 环境

### 沟通及申诉制度

- 供应商必须为员工提供一种清晰易用的手段,以保密方式报告骚扰和申诉,而不必担心遭到报复。
- 供应商应确保员工了解申诉程序和适用规则,并定期对员工进行正确使用的全面培训。
- 如有需要,当员工与管理人员使用的语言不一样时,供应商应指定调解员或翻译人员去协助沟通,特别是在与生产无关的事情上,则应该从外面邀请专业的翻译人员参与协助。
- 供应商应指派一个委员会负责监督申诉。
- 供应商应确保员工及其代表工会或自由选择的代表能以保密和匿名的方式向管理层申诉。
- 必须保证员工有除了向直接主管提出以外的方式进行申诉。
- 供应商应为员工、雇主和管理层之间提供一个解决争议的机制。
- 申诉应及时处理,并记录好申诉细节和对申诉采取的措施。任何解决方案都应传达给员工。
- 应保护所有员工及其法定代表免受报复,报复形式包括解雇,法律行为及暴力威胁等。
- 对弱势员工的考虑:有时,某些员工因其身份而面临更大的劳动剥削风险。这包括妇女、未成年儿童和移民雇员。供应商必须采取额外的预防措施,以防止对这些员工的剥削。

### 合同终止、离职和遣返(针对外国移民员工)

在家庭环境之外受雇的员工可能面临更高的劳动剥削风险。供应商应采取额外措施,确保移民雇员在就业期满时安全遣返。

- 在完成与外国移民员工的雇佣合同后,供应商应在下列情况下支付遣返的费用:
  - o 合同期满后,供应商或外国移民员工在返回原籍国前没有自愿续签合同的。
  - o 因供应商裁员、设施关闭或其他相关事件而终止合同。
  - 外国移民员工因重大疾病或家庭紧急情况等不可预见的情况而终止合同。
  - o 由于供应商和外国移民员工双方同意的共同利益而终止合同。
- 遣返费用应包括了外国移民员工返回原籍国之前的所有交通费,住宿和膳食费用。
- 如果外国移民员工希望在接受国从事其他工作,他们可以这样做,供应商可不负责遣返他们。
- 在允许寻求此类工作的情况下,供应商不得以任何方式侵犯雇员寻找新工作的尝试。

### 员工娱乐

- 我们鼓励供应商为员工提供娱乐活动,使员工在闲暇之余能放松心情。
- 我们鼓励供应商为员工提供娱乐设施。



**1. 管理体系 2.** 劳工管理 **3. 健康安全 4.** 环境

# 健康安全

应为员工提供健康安全的工作环境。必须尽可能减少员工暴露于危险(包括与制造过程相关的危险)以及设施内的健康和安全问题,并且必须符合适用的法律和行业惯例。

供应商应确保对孕妇等易受伤害的员工采取额外的预防措施,并且不会暴露于不安全的环境或某些化学品中。

# 健康安全的工作环境

- 供应商必须采取措施确保员工在供应商运营的所有设施中安全并受到保护,包括供应商提供给员工的任何宿舍、自助餐厅或公共区域。
- 供应商必须持有适用的建筑施工许可证和执照,且所建建筑结构与许可证和执照对应一致。
- 供应商必须遵守建筑规范,并确保建筑的基础设施用于规定和允许的用途。
- 供应商应定期进行外观检查,确保建筑墙壁无可见裂缝。
- 供应商应持有设施及设施所有操作(包括机械和设备)所需的有效健康安全许可证、执照和证书。
- 供应商应获取并遵守设施卫生安全的适用法律法规,包括与空气质量、噪音、照明和防火有关的法律法规。
- 供应商应建立一个职业健康安全委员会(OHS委员会),负责设施的所有职业健康安全活动。
- 职业健康安全委员会应定期对工厂进行评估,确定可能需要调整的做法,保证工作场所的安全和健康。
- 职业健康安全委员会应定期召开会议,审查卫生安全相关的事件、最佳操作方法以及工作场所安全规定执行情况。所有活动和会议都应有记录。
- 员工应接受与工作场所健康安全和危险防控有关的培训,培训包括但不限于如何安全操作机器、如何使用个人防护设备以及怎样及时发现不安全行为。所有培训都应有记录。
- 所有安全警告标志必须使用员工能够理解的语言,张贴在指定区域并保持清晰。
- 供应商应确保工作设施通风良好,并对使用可能对员工健康产生负面影响的化学品的工作区域采取额外的预防措施。
- 所有区域都必须有安全出口。任何时候都不得堵塞或锁上指定用于紧急出口的门窗。
- 应根据国家法律和国际规范(包括《世界人权宣言》和《消除对妇女一切形式歧视公约》)确保工人获得基本保健服务,承认性别差异,并特别为可能面临语言或其他社会障碍的移民及其家属提供服务。
- 应采取合理行动(例如,提供现场诊所、强大的转诊系统和外部卫生服务提供者),以确保工人能够获得满足男女独特关切和需求的卫生服务。
- 应给予在职关注和便利,以确保男女工人的生育权利得到尊重,包括确保获得计划生育产品以及与怀孕、产假和育儿有关的服务和护理。女性卫生用品也应提供给女工。
- 每楼层都必须至少配备一个配件齐全的急救箱。
- 每班必须有一定数量的人员接受过急救培训,如法律规定,还必须配有医务室且有护士或医生在场。



#### **1. 管理体系 2.** 劳工管理 **3. 健康安全 4.** 环境

- 应对所有工作场所事故进行调查、补救和记录。
- 供应商应根据法律要求,向适用员工提供医疗检查(例如听力测试)。
- 供应商应向员工提供卫生安全饮用水:
  - o 随时可以不受限制和自由地使用(包括生产区、宿舍和餐饮设施)。
  - o 饮用水容器应保持清洁,并有足够的保护措施防止任何类型的污染。
  - 。 根据法律要求定期测试,确保安全。
- 供应商应确保厕所:
  - 。 无限制向员工开放
  - o 数量充足(如果适用法律,则根据法律要求建设足够数量的厕所)
  - o 区分性别
  - o 卫生,照明良好,通风良好,需定期清洁。
  - o 能提供适当的隐私(带锁的门)
  - 配备冲洗水和基本用品(纸巾和肥皂,无限制免费使用)
  - o 免费使用,任何时候使用都不收取任何费用
- 厕所的数量还应考虑工人的数量、个人隐私和性别、便利性和卫生。不得对如厕的时间和频率施加不当限制。
- 应制定工作场所的政策和做法,以确保所有员工有合理休息和饮水时间,并在需要时请假从现场或场外健康服务提供方那里获得非紧急服务。
- 如果现场需要医生、护士或其他健康专业人员,他们不仅应有资格为受伤者提供治疗护理,而且还应满足男女员工更广泛的健康需求,包括提供可获得的、负担得起的、高质量的服务。
- 应为怀孕或哺乳的女员工提供灵活的工作安排和现场设施。

### 个人防护装备(PPE)

- 供应商应建立个人防护装备(PPE)的识别、维护、储存、使用和培训体系。供应商应指派受过培训的人员进行个人防护装备的全面管理。
- 供应商应根据法律要求为员工提供适当的个人防护用品和对危险品的防护设施。
- 员工的个人防护装备应具有合适的尺寸,使用时员工应按照制造商的说明穿戴,以达到最大的防护效果。
- 员工应接受培训怎样正确使用个人防护装备,并学会如何识别有缺陷的个人防护装备以便进行更换。
- 供应商应按照个人防护装备制造商的建议妥善储存、跟踪、维护、更换和处置所有个人防护装备。
- 供应商应遵守与从员工工资中扣除个人防护装备成本有关的所有法律。如果法律允许任何扣除,供应商必须保留此类扣除的记录。



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# 化学安全

- 供应商应遵守Skechers限用物质清单中对化学物质的限制。
- 供应商应建立化学品管理体系,包括危险品的跟踪、识别、维护、储存、使用和培训。供应商应指派经过培训的人员进行化学品的全面管理。
- 供应商应对员工(尤其是使用化学品的员工)进行所用化学品危害和化学品安全处理程序培训。
- 工作中接触有害物质的男女雇员将被告知对其生殖健康的潜在风险。为了不暴露于有害化学品和有害物质中,应为孕妇提供适当的岗位安排。
- 供应商应在化学品使用和储存区以本地语言存有每种化学品的材料安全数据表 (MSDS),并为员工提供材料安全数据表培训。
- 供应商应在每种化学品附近张贴标牌,标明化学品的名称或编号、相关的危害、适用的预防措施和个人防护装备,以及发生泄漏时所应遵循的处理程序。
- 每个化学品容器必须带有封盖,并贴有化学品名称或编号以及相关危险警告标志。
- 化学品使用区域必须配备洗眼站和泄露清理站。

## 防尘

- 供应商应确保产生粉尘的设备配备排气管或真空装置。
- 接触灰尘的员工应穿戴适当的个人防护装备。

### 噪声暴露

- 供应商必须按照法律规定使噪音保持在可接受的水平。
- 供应商应定期测试设施的噪音水平,如果噪音水平超过法定限值,则应采取措施降低噪音水平(例如隔音、个人防护装备等)。

# 照明

- 供应商应根据法律要求确保充足的照明。
- 供应商应定期测试设施的亮度,以确保其亮度不低于法定的最低水平,如果低于最低水平,则应采取措施提高照明亮度。
- 整个设施应配备备用应急灯。

### 设备安全

- 供应商应保存设施内所有机器的最新库存清单。
- 供应商应保存法律法规要求的所有机械设备的的有效的证书和检验报告,包括电梯、叉车、锅炉、发电机、压缩机和工业冰箱等生产机械和操作设备等。
- 供应商应建立机械运行和维护制度,定期对所有机械进行检查和维护,并做好检查记录。
- 所有机械操作人员应接受安全操作培训,并保存培训记录。特殊操作人员(如电工、电梯操作员、锅炉操作员、货梯操作员、焊接操作员等)必须持有法律规定的有效的特殊操作人员证书或工作许可证。
- 供应商应确保采用标准操作方法,并为所有机械提供安全开关和防护装置,防止员工因任何机械零件、功能的缺失、损坏或在机械操作期间可能受到伤害。



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### 消防安全

- 供应商必须遵守有关消防安全的所有适用法律,并持有相关许可证和执照。
- 所有出口和紧急标志应使用所有员工都能理解的语言。
- 员工应接受消防安全和疏散培训,整个设施至少每六个月进行一次复习培训和消防演习(如适用,同一建筑物内其他用户一起参与)。
- 供应商应将所有培训和消防演习记录至少保存一年以上。
- 供应商应至少对40%的员工进行正确使用灭火器和消防水带的培训,并每年进行进修培训,培训记录必须保存12个月。
- 供应商应确保灭火器:
  - o 根据法律要求,备有适当(不同材料所适用的灭火器类型)且足够的灭火器
  - o 放置在存放易燃或可燃材料的区域
  - o 放置在便于存取的位置(根据法律要求)
  - 。 标示清晰目位于明显的地方
  - o 无障碍物阻挡
  - o 至少每月检查、测试和清洁一次
  - o 至少每年由合格的持证人员进行相关检查
- 供应商应维护包括喷淋系统和/或消防栓系统在内的灭火系统。灭火系统应有季度检查标签(至少),并每年由持有执照的第三方进行检查。
- 应依法配备并定期检测手动或自动紧急报警系统。手动紧急警报装置应位于明显的地方。警报应无障碍物遮挡,且在噪音水平高于环境水平的区域应配有指示照明设备。警报标志应使用员工理解的语言。紧急报警系统应由经过认证的承包商至少每年检查一次。
- 供应商应确保紧急出口:
  - o 每层至少有两个出口,并分别位于建筑物内的对立位置。
  - 根据法律要求,具有适当的出口宽度
  - o 向室外或逃生楼梯开放
  - o 通向地面出口
  - 在所有出口通道、出口上方和楼梯间配备工作良好的带备用电源的应急灯。
  - o 有明显的安全出口标志,标志需能自亮或由外部照亮。
  - o 任何时候不得有障碍物阻挡或上锁,且可以手动操作
  - 。 配备向外打开的门



- **1. 管理体系 2.** 劳工管理 **3. 健康安全 4.** 环境
- 供应商应确保疏散指示图:
  - 。 清晰可见
  - o 在每层楼紧急出口通道和楼梯入口处张贴
  - o 绘制准确,以员工理解的语言标有疏散路线、"你在这里"的位置、正确的楼宇结构和方向、灭火器和消防栓的位置
- 供应商应确保紧急通道:
  - o 根据法律要求,具有适当的通道宽度
  - 。 发光标志醒目地指明疏散方向
  - o 照明充足且无遮挡
  - 。 指引员工离开建筑物
- 供应商应确保楼梯间:
  - 。 两侧配有扶手和工作良好的应急灯
  - 。 标明疏散方向
  - o 根据法律要求具有适当的宽度

# 用电安全

- 只有持有有效操作证的电工才能维护电气设备。
- 不得以不安全的方式损坏、磨损、暴露或串接电线。
- 电气接线盒和控制面板必须盖上并贴上安全标签。
- 供应商应对所有电气装置和机械进行定期检查和预防性维护。
- 所有电气设备应与接地导线(ECC)连接。
- 在设施的潮湿区域,应安装接地故障断路器(GFCI)并经常进行维护。



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### 宿舍

- 供应商应根据法律要求持有有效且最新的宿舍卫生安全许可证与执照。
- 宿舍内的所有消防、安全和疏散规定应遵循本规范"消防安全"部分的规定。
- 宿舍必须与生产区分开,并位于专为住宿而设计的指定建筑内。
- 寝室、淋浴间、厕所应按性别隔离,并应保持清洁和维护;清洁和安全标准必须符合与工作设施相同的标准。
- 供应商应确保生活设施有紧急出口、热水以及足够的暖气和通风。
- 为每位员工提供的生活空间应达到法律要求的规模。
- 应为所有住在宿舍的员工配备自己的垫子或床,并有足够的空间供居住者使用,以避免过度拥挤。
- 员工应有自己私密和安全的存储空间。
- 宿舍应通风、照明良好,室温适宜。
- 员工可以随时进出宿舍,不受任何宵禁或断电的影响。
- 根据法律要求,员工可以自由选择住在宿舍或住在别处。

### 餐饮设施及备餐区

- 按照法律要求,供应商应持有最新的有效的食堂健康和卫生证书。
- 按照法律要求,供应商应确保所有食堂员工持有最新的有效的健康证书。
- 所有餐饮设施内的工作人员应戴口罩、帽子和围裙。
- 餐饮设施应整洁卫生。
- 供应商应妥当备餐,提供营养丰富的食品,并防止污染。
- 供应商应确保食堂有足够的座位容纳所有选择在食堂就餐的员工。



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# 环境

# 环境保护

- 供应商应根据当地法律要求持有最新有效的环境许可证和执照。
- 供应商应遵守适用的法律法规,遵从有关环境保护的书面政策和程序,并保证废物处理不会导致环境污染。
- 供应商应努力通过回收、保存和修改生产工艺等做法减少废物排放。
- 危险废物和非危险废物应分别存放在不同的安全区域。
- 供应商应依法排放和处置废物,并将所有排放文件保存至少 12 个月,如果法律要求,则保留更长时间。
- 所有废水应按照法律规定进行处理和排放。
- 供应商应尽可能地使用环保能源。

# 空气质量

- 供应商必须遵守有关空气质量标准的适用法律法规。设施场所应存有空气质量法律法规和相关合规记录的副本。设施空气质量管理须包括对挥发性有机化合物(VOC)、溶剂和粉尘的适当管理。
- 供应商应定期对空气质量进行测试,以确保各物质浓度在法定限度内,否则应采取措施提升空气质量。

### 化学品管理

- 化学品储存区应防火,并与生产区分开。化学品储存区应有二次防渗容器或其他溢出控制方法防止化学品进入环境。二次防渗容器的容积必须达到最大容器容积的110%。
- 供应商应保存有设施中所有使用和储存的化学品的库存清单。
- 供应商应按照法律要求处置化学品和其他有害物质。
- 供应商应定期在使用溶剂的区域和靠近员工的地方测试空气质量,并确保空气质量符合法律要求。
- 供应商应根据适用法律要求监控、控制和向空中排放化学气体。



# 附录: 术语表

### 代理/机构

同意并被授权代表他方(委托人)与第三方进行特定商业交易的人,此行为对委托人有法律约束力。

# 抵押劳工

为雇主工作,旨在偿还债务而非获得报酬,通常由另一员工提供劳动作为交换而产生的。

### 儿童

"儿童"一词是指未满15岁或未满完成义务教育年龄或未满该国最低就业年龄的任何人,以最严格标准为准。

### 集体谈判

有时称为集体谈判协议,集体谈判是员工代表(工会或其他机构)与生产单位管理层之间通过谈判来确定工作条件和工资的一种安排。

#### 结社自由

所有员工都有权加入或组建他们自己选择的、在商品制造国是合法的工会,并在不受雇主或公共当局干涉的情况下开展工会活动。

### 强迫劳动力

以惩罚作为威胁,员工非自愿提供,从员工身上榨取工作或服务,或者要求员工提供工作或服务以偿还债务。

#### 骚扰

造成个人困扰或不适的不合理的行为,通常是持续性和重复的。



# 附录:术语表(接上文)

### 危险工作

危险工作包括使用危险机器/设备(如刀、锯)、化学品或危险物质、嘈杂的环境、举重物、极冷或极热的工作条件。

### 人口贩卖

通过威胁或使用武力或其他胁迫手段,招募、引诱、运送、转移或接收人口,以达到剥削或非自愿劳役的目的。

### 契约工

代表雇主进行工作,禁止员工自行离岗。

### 计件

按员工生产的物品数量而非工作时长支付工资。

#### 工会

通过与雇主谈判,在工资和工作条件等问题上促进和保护其成员利益的员工组织。

### 第三方

除供应商和 Skechers 以外的任何一方、公司或实体,包括政府和非政府实体在内。

#### 青年人

也称为"少年"或"未成年人"或超过上述定义为"儿童"的年龄但未满 18 岁的员工。

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