

### **Statement In Response To Seasonal Worker Allegations March 2024**

Five seasonal workers from South America are accusing Haygrove of illegal employment practices, underpayment of wages, and discrimination. These claimants are supported by lawyers from the United Voices of the World (UVW), an NGO that purports to take direct action to support “low-paid, migrant and precarious workers.”

This statement is to make it clear to interested parties that we strongly deny these allegations and are prepared to go through the courts if necessary to uphold the valuable reputation earned over the 35 years it has been in business growing soft fruit.

Haygrove is an international organisation that has been employing more than 1000 people from outside the UK on an annual basis for the summer harvest season since 198x. Many middle and senior management were born outside the UK and enjoy successful, progressive careers. There are equal opportunities for all, regardless of ethnicity, age, gender, or beliefs.

In 2023, we employed 1,146 seasonal workers for this purpose and these colleagues comprised 21 different nationalities. 134 people were recruited from South America. Care is taken to translate documentation so that each worker can understand their terms and conditions of employment. There is a dedicated welfare team, and the member of the team involved in the recruitment in South America is fluent in Spanish and Portuguese. During the recruitment events applicants are informed in their home language about the type of work available, working arrangements and rates of pay. They are also informed about accommodation costs.

The number of people employed each year is dependent on the predicted fruit yield and the timing of harvest.

During the course of these recruitment drives, prospective workers expressed concern about having to bear the cost of flights to the UK to undertake the seasonal work available. Haygrove took a positive decision to reduce the risk to the workers of in-country exploitation by organising the flights through a 3rd party travel agent and providing the workers with the option of taking an interest-free loan to cover the cost of the flights, expected to be in the region of £1,000 – £1,400. The loan was to be paid back by workers in instalments, over a number of weeks, when they could comfortably make payment, on a voluntary basis. This was communicated to prospective workers, and it was never suggested that the cost of flights would be deducted from workers' wages.

The start of the 2023 harvest season was delayed by three weeks due to extremely adverse weather conditions (a mild, wet and dark spring with low UV levels) and a 25 – 30% reduction in yield at the beginning of the season. This led to a delay in the commencement of work and opportunity to earn, during which time interest-free cost of living loans were available to be repaid when sufficient funds were amassed. The offer of these loans was accepted by the vast majority of those affected by the delay and authority granted to Haygrove to make the deductions through the payroll.

At this point, the workers affected were made aware of the delay in the start date of employment, which, regrettably for some, was longer than expected after arrival due to the

unprecedented circumstances. All workers sign electronically to accept their employment particulars which provide that a minimum of 32 hours of paid work a week would be provided, paid, as a minimum, at the National Living Wage (NLW). It is explained that on occasion, there may be factors outside of our control which might prevent being able to provide 32 hours of work. Where that is the case, we pay workers the guaranteed 32 hours' pay, even if fewer working hours are available.

Seasonal workers are paid weekly. They are informed of their gross pay on Thursdays, and the payment is made on the following Monday after authorised deductions are made. The Team Leaders and Payroll team are available to answer any questions a worker may have. The payslips detail all components of pay and deductions for accommodation are adjusted down in cases where earnings are low.

We take health and safety incredibly seriously, underpinned by an extensive Health and Safety Policy and Statement. All colleagues are provided with thorough health and safety training, including manual handling, fire safety, and risk management briefings, which are essential prerequisites for commencing work. All necessary equipment, such as a tripod ladder, is provided, and colleagues are trained on safe working practices. The General Rules also state that workers must remember to take to work with them food, water, their hi-vis jacket, any PPE required by their role and a waterproof and that toilets are provided on the field sites and farm camps. Haygrove retains a signed record of training for all colleagues on successful completion, often based on multiple-choice questions. Colleagues must complete all modules and read the rules before they are permitted to start work.

The South American workers were employed as cherry pickers on two sites: Ledbury and Kington. The trees are grown in polytunnels, so both the pickers and the trees are protected from the wind and rain. Contrary to some of the claims made by the South American pickers, it is a pleasant working environment. As the crop is covered the Health and Safety risk assessment does not suggest that cherry pickers wear boots or waterproofs. It does, however, require staff to be provided with and wear a hi-visibility jacket to ensure safety on site.

We have posters at all accommodation sites providing helpline details; SEDEX ETI posters at all sites; and we provide workers with details of a confidential email route to the Head of HR if they have concerns which they are not comfortable raising with their line manager. The latter avenue is provided to ensure that any safety concerns can be raised properly and investigated and addressed accordingly.

The seasonal workers from South America raised a concern about the cost of the flights, having received an email communicating the amount. The workers called an unofficial and unlawful strike, refusing to attend work and calling for an emergency meeting with the management. Haygrove had decided to average the cost of the flights across all workers in an attempt to demonstrate fairness. The workers disagreed with this decision. Preferring to pay the actual cost of the flight, and therefore, the decision was reversed, and their request was complied with. The issues related to flight costs and loan agreements were addressed through discussions with workers, rectifying discrepancies in charges and ensuring clarity on financial matters. The claimant never repaid the cost of the flights even though an agreement was documented and signed for.

Rather than taking disciplinary action, our approach is to take steps to address any concerns raised by workers through dialogue rather than punitive measures, aiming to maintain positive relations. No written grievance was ever lodged with management. The majority of the workers were reassured by the contents of the discussion with the chairman and returned to work quite contently. However, six individuals who had initially been involved in instigating the unlawful industrial action were not content. They went around their accommodation site threatening other South American workers for having ceased taking part in the action or indicating that they wished to return to work. This led to the visa sponsorship being removed due to threatening behaviour. For an unknown reason, one claimant chose to leave the farm with these people in the transport provided. The claimant did not intimate that she was resigning or leaving. However, we did contact her with her flight details to see whether she needed the flight changed. The claimant never responded to that communication, and she did not contribute to the cost of her inbound or return flight, despite the terms of her loan agreement and the information expressly provided to her before her commencing employment.

After a disappointing crop yield in July 2023, resulting in lower-than-expected hours for the seasonal workers (who all, in any event, continued to be paid at least the contractually guaranteed 32 hours per week), the weather regularised somewhat in August and September. The seasonal workers who remained during this period (accounting for the vast majority of seasonal workers) experienced a dramatic increase in the available work. As of mid-October, when the cherry harvesting season ended, 85 of the 134 South American seasonal workers engaged remained in employment. They continued to work an average of 40 – 50 working hours per week at that time, picking other crops. Notwithstanding that, by the end of the Season, the total crop yield remained in the region of 13% lower than forecast.

Haygrove's employment practices emphasise the importance of maintaining fairness, ensuring high worker welfare standards, addressing issues through open communication, and taking corrective action where necessary.

We continue to refute all the claimants' allegations vehemently and can provide written and witness evidence in support.