

Agricultural Justice Project Standards for Review and Comment 2009

Table of Contents

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- Executive Summary (to be added later)
- I. Introduction (to be added later)
- II. Limitations of a Labeling Program (to be added later)
- III. Project Purposes (to be added later)
- IV. Next Steps (to be added later)
- V. Definitions.....
- VI. Background and Underlying Assumptions.....
- VII. Applying the Standards to Different Operations.....
- VIII. Agricultural Justice Project Standards.....
 - 1.0. Food System Business/Company Responsibilities to Farmers (in general).....
 - Introduction.....
 - 1.1. Contracts and Bargaining Process Standards.....**
 - 1.2. Equity, Price Setting and Other Benefits Standards.....**
 - 1.3. Enforcement Standards.....**
 - 1.4. Fair Trade Relationship Standards.....**
 - 2.0. Food System Business/Company Responsibilities to Indigenous Collectors and Farmers.....
 - 2.1. Contractual Relationships.....**
 - 2.2. Collectors’ Organization.....**
 - 2.3. Anti-Discrimination Policy.....**
 - 2.4. Child Labor.....**
 - 2.5. Respecting Customary Rights.....**
 - 2.6. Fair Trade Business Behavior.....**
 - 2.7. Fair Prices and Fair Trade Premium.....**
 - 3.0. Food System Business/Company Responsibilities to Employees.....
 - 3.1. Labor Rights.....**
 - 3.2. Child Labor.....**
 - 3.3. Wages and Benefits.....**
 - 3.4. Health and Safety.....**
 - 4.0. Farmer’s Responsibilities to Buyer’s.....
 - 4.1. Certification.....**
 - 4.2. Transparency.....**
 - 4.3. Conflict Resolution Procedures.....**
 - 4.4. Anti-Discrimination Clause.....**
 - 5.0. Farmer’s Responsibilities to Workers.....
 - 5.1. Labor Rights.....**
 - 5.2. Child Labor.....**

1 **5.3. Wages and Benefits.....**
2 **5.4. Housing.....**
3 **5.5. Health and Safety.....**
4 **5.6. Interns and Apprentices.....**
5
6

7 Dear Reader,

8
9 We would like to focus your attention on certain issues addressed in these standards:

10
11 * We request your suggestions about what standards to classify as Major and Minor non-
12 compliances

13
14 * We believe there is a need to develop co-op standards, for both producers and retailers.
15 We welcome advice on how to best address social justice for co-ops.

16
17 * We are seeking comment on the phrase “democratically chosen” in the worker
18 standards. What language would reflect the right of workers to choose their own
19 representatives, whether in a union or in a less formal structure, but that could not be
20 misinterpreted to allow for anti-union behaviour by employers?

21
22 * We also seek suggestions for a process for judging continual improvement. Should the
23 certifier award points for various standards? If so, should we require a minimum number
24 of points from each section for an applicant to qualify to use the AJP seal? In addition,
25 please consider the table VII below as a suggested format for displaying the minimum
26 requirements as well as areas for continuing improvement.

27
28 * AJP anticipates the need to develop standards for grower groups with an organizational
29 staff/body. These would include provisions such as the internal auditing team
30 requirements including a trained worker representative on the internal audit team on
31 member farms with labor, holding training sessions for member farmers and possibly for
32 workers and interns on member farms as a grower group (rather than each individual
33 farmer conducting training for their own workers on legal rights and rights per AJP
34 standards), conducting annual visits of member farms to complete internal audits, and
35 addressing conflict of interest issues in education, price setting, and monitoring for
36 compliance with AJP standards. AJP seeks additional input during the public comment
37 period on appropriate standards for grower groups seeking AJP certification.

38
39 * We would also like to draw the reader’s attention to the issue of At Will Employment.
40 In many states this law provides that employers may fire employees “At Will” without a
41 determined “just cause.” AJP believes in the right of the worker to a fair contract and
42 grievance process that includes termination only for just cause, and believes that this is a
43 fundamental issue of workers’ rights. The At Will provision is not a mandatory
44 requirement in any state that it is allowed. Therefore, employers can voluntarily give up
45 the right to have an At Will workplace. AJP is seeking comments on this issue, especially
46 from organizations that have dealt with this legal provision, or that believe they have
47 developed creative solutions for providing workers their right to a just cause in
48 termination while maintaining At Will status.

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* AJP is seeking comments on the use of temporary worker visa programs (such as the h2A agricultural guestworker program). Up to now AJP has prohibited the use of h2A as it is widely viewed in the farmworker community as exploitative by not recognizing workers' fundamental rights such as access to federal courts or the ability to change employers if problems occur. That being said, should AJP view the situation differently if workers themselves request h2A visas of their employers? In addition, without comprehensive immigration reform that solves the deeper problems in our immigration system, it is becoming increasingly difficult for farm employers to hire enough workers without fearing increased enforcement. Is there an alternative way that AJP could develop standards to protect workers' rights and allow for the use guestworker programs, or are these programs inherently flawed to the degree that makes that impossible?

* Finally, We seek comments from indigenous people involved in wild crafting who would like to make suggestions for these standards. We developed them at the request of an indigenous trading project, but without the participation of stakeholders. We especially seek answers to these questions:
p. 3 Definitions l. 16: How to define wild collection company – should the fair trade claim be limited to indigenous projects? Or extended to for-profit or ngo projects?
p. 18. 2.3.1. Anti-discrimination: should collectors be limited to tribal members?

V. Definitions

- Consumer -**
- Contractor –**
- Farmer –**
- Food sovereignty –**
- Mentoring –**
- Food system worker -**
- Collectors -** the individuals from the indigenous community who do the physical work of selecting and collecting the natural resources.
- Wild collection company –** (we could limit it to indigenous projects or leave it open to any NGO or for profit entity)
- Wild gathering -**
- Wild harvest -**
- Indigenous land -**
- Bad faith -** Intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others.¹

- 1 **Buyer** - The broker, wholesaler, integrator, retailer, or processor to which the farmer
2 sells. Buyers are both the closest links to the farmer, as well as the buyers who take
3 custody of the product throughout the food chain.
- 4 **Child labor** - Full-time employment or any employment that interferes with schooling in
5 accordance with national legislation,² or the culturally appropriate educational needs of
6 the children involved. We define children as 16 years of age or younger.
- 7 **Collective bargaining** - The performance of the mutual obligation of the employer and
8 the employees or representative of the employees to meet at reasonable times and confer
9 in good faith with respect to wages, hours, and other terms and conditions of
10 employment, or the negotiation of an agreement or
11 any question arising thereunder, and the execution of a written contract incorporating any
12 agreement reached if requested by either party.³
- 13 **Contract** - Refers very broadly both to (a) terms and conditions of employment between
14 the farmer and the farm worker, and (b) all written marketing agreements.
- 15 **Eco-label** - Eco labels act as seal of approval and clearly identify products that have been
16 produced according to specific guidelines. Eco labels inform consumers about production
17 practices and social issues in addition to product attributes.
- 18 **Employee** - A person hired by the farmer or other party (refer to specific standards) to
19 work on the farm; i.e. a farm worker in the employ of a farmer. Also a person hired by a
20 retail store, processing plant or other food enterprise to work in that enterprise.
- 21 **Employer** - In the context of this paper, the farmer who hires the farm worker, the food
22 enterprise that hires workers.
- 23 **Good faith** - Honest intent to act without taking an unfair advantage over another person
24 or to fulfill a promise to act, even when some legal technicality is not fulfilled.⁴
- 25 **Indigenous peoples** - Peoples native to a particular region, autochthonous.
- 26 **Farm labor contractor** - Any person other than the agricultural employer, or an
27 employee of an agricultural employer, who, for any money or other valuable
28 consideration paid or promised to be paid, performs any recruiting, soliciting, hiring,
29 employing, furnishing, or transporting any agricultural worker.⁵
- 30 **Farm worker** – This term refers to an employee of a farmer, and is used within this
31 document as a synonym for farm employee (see below).

¹ Adapted from *The Real Life Dictionary of the Law*, Gerald and Kathleen Hill, Publisher General Publishing Group, 1997

² This definition was developed by the Soil Association (UK). Its applicability internationally must be examined on a country-by-country basis. For instance, we recognize that federal labor law in the United States allows children to work on the home farm within certain limits, depending on the age of the child, and that to work on a farm other than the home farm, a child must be accompanied by a parent or guardian or have written permission from a parent or guardian. However, we feel that current US law (such as the Fair Labor Standards Act) does not adequately protect the children of agricultural workers.

³ Adapted from *The Real Life Dictionary of the Law*, Gerald and Kathleen Hill, Publisher General Publishing Group, 1997.

⁴ Revised from 29 U.S.C. §1802, Migrant and Seasonal Agricultural Workers Protection Act of 1983.

⁵ A Time to Act, VII. Description of a Small Farm, p.28.

1 **Intern / Apprentice** – A worker or laborer on a farm whose *primary* motivation in
2 working is educational and not economic. An intern or apprentice views his/her
3 compensation for labor to be *primarily* learning or knowledge, rather than wages.

4 **Major violation**- An act resulting in immediate decertification.

5 **Minor violation** – A violation of standards that must be corrected, but that in and of
6 itself does not result in decertification or disqualification.

7 **Small family farm** - This definition still needs to be refined and will need to be crafted
8 to fit the needs of small farmers in specific countries. For example, for U.S. purposes, the
9 USDA/ Small Farm Commission has adopted a definition of small farms as farms with
10 less than \$250,000 gross receipts annually on which day-to-day labor and management
11 are provided by the farmer and/or the farm family that owns the production or owns, or
12 leases, the productive assets. This comprises 94% of all U.S. farms. Despite, this high
13 figure, the net income of these farms can still be below the US poverty line.⁶

14 **Organic** - Organic agriculture is a holistic production management system which
15 promotes and enhances agro-ecosystem health, including biodiversity, biological cycles,
16 and soil biological activity. It emphasizes the use of management practices in preference
17 to the use of off-farm inputs, taking into account that regional conditions require locally
18 adapted systems. This is accomplished by using, where possible, agronomic, biological,
19 and mechanical methods, as opposed to using synthetic materials, to fulfill any specific
20 function within the system.

1 **VI. Background and Underlying Assumptions**

2
3 **General Principles**

4 Social justice and social rights are integral aspects of organic agriculture, processing,
5 distribution, and retailing. For the authors, as for many organic farmers around the world
6 and the hundreds of organizations which have signed on to the IFOAM principles, Social
7 justice and social rights are integral aspects of organic agriculture, processing,
8 distribution, and retailing.

9
10 This document specifically addresses organic farms, but these guidelines could be
11 adapted for uncertified organic farms and conventionally managed farms, so long as
12 adequate measures are taken to address the use of pesticides not only as an environmental
13 issue, but also as a significant health and safety issue.

14
15 These principles are essential:

- 16 • To allow everyone involved in organic and sustainable production and processing
17 a quality of life which meets their basic needs and allows an adequate return and
18 satisfaction from their work, including a safe working environment.
- 19 • To progress toward an entire production, processing and distribution chain which
20 is both socially just and ecologically responsible.⁷

21
22 **Underlying Assumptions**

23 These standards are intended to guarantee minimally just working and living conditions
24 for all agricultural workers and food system workers, and minimally just financial
25 returns, equity and fair working conditions for small farmers and their families. All
26 parties involved are encouraged and expected to go voluntarily beyond the following
27 minimum, whenever that is possible.

28
29 These standards have been "field-tested" and need to be perfected with consideration of
30 the AJP pilot project experience. These standards are not intended for large-scale or
31 plantation farms but as a tool for small and medium-sized farmer and farm worker-
32 friendly claims to help these groups add value and further differentiate their market share.
33 These revised standards include sections that could be used by a food system business, a
34 cooperative store, a restaurant or even an organic certifier. There is also a section for
35 indigenous wildcrafters who might want to make a fair trade claim.

36
37 In addition, consistent with the vision outlined later in this document, the goal is to build
38 and maintain a mutually respectful and supportive relationship amongst the various
39 parties (buyer, farmer, farm worker), rather than an antagonistic one.

40
41 We envision a symbiotic relationship, in which despite occasional differences and
42 disputes, the farmer, farm worker, and other food system workers and managers, the
43 buyers of farm products and the citizens who purchase the final product are able to live

1 full and rewarding lives. In this scenario, the farmer can count on a fair
2 agreement/contract with at least minimum fair prices, and a well-trained and consistent
3 work force. The workers can count on stable, dignified work and just treatment. The
4 buyer can rely on getting high quality food products.

5
6 These standards are intended to be consistent with and to build on IFOAM principles on
7 Social Justice, and the work of the Food and Agriculture Organization of the United
8 Nations (FAO), the International Commitment of Phylogenetic Resources, and the
9 International Labor Organization (ILO).⁸

10
11 A just workplace depends upon the equal involvement of buyers, farmers, and workers,
12 directly or through democratically chosen representatives. To this end, any boards or
13 other decision-making bodies of a certifying agency must include significant participation
14 of farmers and worker's representatives, equal to participation by representatives of
15 buyers. All efforts will be made to include participation of organizations representing
16 farm and other food system workers and farmers, rather than merely public and private
17 agencies providing services to these groups. In the case of workers, such representatives
18 could be from unions chosen by workers on the farms, plants or stores to be certified or
19 other local worker organizations. In the case of farmers, such representatives could be
20 from associations chosen by farmers to be certified, or from other local farmer or
21 indigenous people's organizations.

22
23 Participants in this program will be committed to continual improvement. In relation to
24 workers, employers under this program are committed to continual improvement in
25 matters relating to employee wages, benefits, housing, and working conditions. In
26 relation to farmers, buyers under this program are committed to continual improvement
27 in matters relating to pricing of farm products, contracts, benefits and equity sharing, and
28 all are committed to improving community relations. The farmer is committed
29 continually to improve product quality, production efficiency and environmental
30 stewardship.

31
32 Employers under this program will agree to comply with all existing national and local
33 laws pertaining to agricultural and other food system workers, and buyers under this
34 program will agree to comply with all existing national and local laws pertaining to
35 farmers' rights. Such compliance would be verified during the inspection and verification
36 process by a certifying agency. The standards outlined below presume compliance with
37 all relevant laws as a starting point; the standards are intended as additional to any
38 existing laws.

Taken from IFOAM Basic Standards list of Principle Aims

⁷ This includes but is not limited to ILO Conventions 87, 95, 98, 105, 110, and 129.

⁸ These guidelines were developed from the work of RAFI-USA, CPGA Contract Producers Bill of Rights, CATA *Comité de Apoyo a los Trabajadores Agrícolas* social justice guidelines for farm workers, FLO for producers' rights language, work of AOPEB Association of Organizations of Ecological Producers of Bolivia and others.

1 Recognizing that laws protecting farmers, agricultural workers and other food system
2 workers are in general weak, and that enforcement is often lax, the lack of such a record
3 of violations will not be considered as a positive indication of the working or equity
4 conditions. However, significant violations will disqualify an applicant for certification.
5

6 We assume that buyers have rights that need to be protected, and we further assume that
7 both the farmer and the buyer need to be certified or engaged in some other form of third-
8 party verification system. We intend these standards to be used for a certification process
9 as an additional seal with organic certification. We also see a place for these standards as
10 a guide for family-scale farms that sell direct to local markets, have a small number of
11 employees and are not under market pressure to obtain organic certification. For these
12 direct sales farms we would like to offer a pledge to these standards that will be verified,
13 not by a third party certification program but by one of the following in order of
14 preference: 1. a local farmworker organization or intern association; 2. a group of
15 customers or 3. a local church social justice committee. We urge the development of a
16 code of conduct set of responsibilities and practices by the buyers, to ensure that these
17 standards can translate into win/win marketplace rewards for all involved.
18

19 These standards will have sections: the first will cover farmers, including indigenous
20 farmers and smallholders' rights in relation to buyers; the second, buyers rights and
21 farmer responsibilities; third, farm workers' (including children and interns) rights in
22 relation to farmers as employers, the fourth, food system workers rights in relation to
23 their employers, and fifth, the relations among indigenous wild collectors, collecting
24 companies and their buyers. While we have included a separate section to address the
25 unique rights of indigenous peoples, we assume that the overall farmers' rights section
26 also applies to indigenous farmers and smallholders.
27
28

1 VII. Applying Standards to Specific Operations

Type of Operation or Applicant	Sections of the Standards that Apply									
	Section 1.0		Section 2.0		Section 3.0		Section 4.0		Section 5.0	
	Minimum Required	Points for Improvement	Minimum Required	Points for Improvement	Minimum Required	Points for Improvement	Minimum Required	Points for Improvement	Minimum Required	Points for Improvement
Small and medium farms							X			X
Businesses (certifiers, processors, distributors, etc.)	X (if business buys from AJP certified farmers)		X (If business buys from indigenous collectors/farmers)		X (if business has one or more paid employees)					
Grower Groups							X			X
							X			X

2

1 **VIII. Agricultural Justice Project Standards**

2
3 **1.0. Food System Business/Company Responsibilities to Farmers (in general)**⁹

4
5 **Introduction**

6 This section of the standards establishes the intrinsic rights of farmers, regardless of the
7 kind of buying arrangement in which they may be engaged. It covers both formal
8 contracts and less formal marketing arrangements. This section applies to both individual
9 farmers and farmer groups, except where specifically stated otherwise. For the purposes
10 of this document we are broadly interpreting the definition of “contract.” The concepts
11 below may be implemented with great benefit even in situations in which no formal
12 agreement or written contract is established.

13
14 **1.1. Contracts and Bargaining Process**

15
16 *Principle*

17 Contracts between farmers and buyers will be fair and transparent and equitable.

18
19 *Standards*

20
21 **1.1.1. Freedom of association and collective bargaining**

- 22 a. Buyers must grant farmers freedom of association and the right to organize and
23 engage in collective bargaining, free from retaliation of any kind by the buyer or
24 his/her agents, as defined and allowed for farm workers by ILO Conventions 87
25 and 98.
- 26 b. Any legal violation of such a right or any findings of unfair practices is
27 considered a “major violation” and results in revocation of certification of the
28 buyer. Major violations include a buyer defrauding a farmer.
- 29 c. Where there is no legal protection for freedom of association and the right of
30 farmers to organize, the certifier should verify that the buyer has not
31 compromised the exercise of this right in any way.
- 32 d. Farmers must not be barred by the buyer or the buyer’s agent from access to
33 representatives of organizations assisting farmers in exercising these rights.
34 Barring access is considered a major violation.

35
36 **1.1.2. Bargaining process**

- 37 a. The buyer will recognize and bargain with representatives chosen by the farmer or
38 democratically chosen by the farmer’s association in the case of collective
39 bargaining.
- 40 b. Where farmers are organized as a group, an association, or cooperative, collective
41 bargaining will be used. The buyer and farmer(s) will utilize the collective
42 bargaining process to determine equity sharing, contracts, and other benefits and
43 policies.
- 44 c. Arbitration clauses are prohibited between individual farmers and buyers, since
45 they eliminate a farmer’s access to the courts even when a buyer may have
46 violated state or federal law.

1 **1.1.3. Conflict Resolution Procedure**

- 2 a. In the absence of a formal contract, which provides for fair Conflict Resolution
3 Procedures, mechanisms must be established to provide an equitable procedure by
4 which farmers and buyers can submit complaints and appeals to address concerns
5 about unfair contracts and other equity/price-setting practices.
6 b. Farmers will be protected from buyer retaliation for submitting such complaints.
7 c. In the cases of farmer groups, unions, collectives, cooperatives, or other
8 legitimate associations, if either party claims that negotiations are in bad faith, a
9 neutral arbitrator shall be appointed to conduct binding arbitration proceedings
10 between the buyer and the farmer organization. This right also applies to
11 individual farmer/buyers grievances.

12 **1.1.4. Long-term relationships**

- 13 a. Buyers and farmers will work in good faith to establish long-term and stable
14 relationships which provide mutual respect for the needs and rights of both
15 parties. In the case of a long term relationship with a written contract, it would
16 include terms for: price setting, quality, quantity, shipping schedule, equity-
17 sharing, other benefits, standards, and any pre-finance/credit arrangements. Both
18 parties shall agree to the terms of the contract before the harvest season or
19 delivery dates have started.
20

21 **1.1.5. “Right to Know” and “Good Faith” clauses for farmer contracts and/or**
22 **marketing agreements**

- 23 a. Buyers must provide, if requested by farmers, a copy of the contract defining the
24 farmer’s roles, payments, benefits and equity-sharing arrangements. Contracts
25 must be written and/or explained in the farmer’s native language or in another
26 language accessible to the farmer. The information must be easy to read and
27 understand and must clearly disclose all major material risks to the farmer.
28 b. The buyer must provide full transparency of their costs and pricing formulas.
29 c. The buyer contractor must negotiate the contract in good faith by providing
30 complete, accurate, and honest information to the farmer. This is required for both
31 oral and written communications between the contractor, buyer and farmer.
32 d. Farmers retain the right to seek recovery of damages if they are harmed by
33 misleading or incomplete information.
34 e. Any changes in the contracts or agreements must be negotiated. The buyers and
35 farmers must meet and negotiate in good faith. Violation of this contracting
36 process is considered a major non-compliance and grounds for revocation of
37 certification.
38 f. Farmers must have free access, upon request, to their buyer’s contract files on
39 them and be provided a copy thereof upon their request.
40 h. The certifier if named and requested by the farmer must work in conjunction with
41 locally appropriate representatives of a democratically run farm organization or
42 the farmers' chosen representative to complete their verification in a timely
43 manner prior to initial contract or agreement.
44 i. All attempts to keep farmers from discussing the contracts with others are
45 forbidden.

- 1 j. If the buyer goes out of business or files for bankruptcy, the farmer is first in line
2 for payments from the company assets. The buyer cannot waive this right. The
3 contract must contain a provision that guarantees the right to recover money from
4 a buyer.
- 5 k. Both the buyer and the farmer have up to three business days after signing the
6 contract to change their minds and cancel the agreement without penalty.
- 7 l. The certifying agency or its agent will facilitate and verify that all of the
8 provisions in this section are implemented and must ensure that the presentation
9 of these provisions by the buyer or their agent was in the farmer's native language
10 or another accessible language.

11 **1.1.6. Recapture of capital investment**

- 12 a. When fulfillment of a contract requires that a farmer or group of farmers make
13 capital investments and the buyer terminates the contract, if the farmer is not
14 guilty of breach of contract with the buyer, the farmer can collect damages related
15 to any significant capital investment that was required as part of the contract.
- 16 b. Unless alternative arrangements exist, if a buyer cancels a production contract
17 before a farmer's mortgage to engage in that contract is paid in full, the buyer
18 must reimburse the farmer for the remainder of his investment. This includes any
19 buyer-required capital improvements or upgrades since the initial mortgage was
20 obtained.

21 **1.1.7. Anti-discrimination clause**

- 22 a. The buyer shall not discriminate against any farmer, in setting agreements,
23 contracts, pricing, benefits, or any other capacity, on the basis of race, creed,
24 color, national or ethnic origin, gender, age, handicap or disability, union or
25 political activity, immigration or citizenship status, marital status, or sexual
26 orientation.

27 **1.1.8. Human relations**

- 28 a. All farmers must be treated with dignity and respect, without physical,
29 psychological, verbal, or sexual harassment or other abuse.

30 **1.1.9. Direct farmer-buyer contracts**

- 31 a. Farmers or farmer associations will contract or establish marketing arrangements
32 directly with the buyer, whenever possible. Intermediaries such as
33 brokers/subcontractors will be avoided except where explicitly agreed upon and
34 requested by the farmer. In the case of a documented need for the use of such an
35 intermediary, the buyer assumes full legal responsibility that the provisions in
36 these standards are fully complied with and verified.
- 37 b. And such farmers using indirect contracts to their buyers must be afforded the
38 same rights as farmers who contract, negotiate and set agreements directly with
39 the buyer.

40 **1.1.10. Termination of contracts**

- 41 a. No farmer/buyer agreements or contracts will be terminated without just cause.

- 1 b. All farmers have the right, if they so request, to have a representative of their
- 2 choosing present during any agreement or contract interview or renewal.
- 3 c. Any farmer who is found through the existing Conflict Resolution Procedure to
- 4 have had his/her agreement or contract unjustly terminated must be reinstated by
- 5 the buyer and must be compensated for any loss of earnings during the period of
- 6 such discharge action, as determined by the grievance proceedings.
- 7

8 **1.2. Equity, Price Setting, and Other Benefits**

9 *Principles*

10 Farmers should receive at least a minimally fair price. There should be transparency in

11 the price setting process.

12

13

14 Buyers will be encouraged to increase prices to the farmer through measures such as

15 sharing profits with growers, long term relationships based on agreed upon price fairness

16 improvements target with timelines.

17

18 *Standards*

19 **1.2.1. Fair pricing**

- 20 a. Farmers will receive a fair price, which covers the cost of production plus a fair
- 21 margin for profit and investment and the ability to pay fair wages and other
- 22 benefits for themselves, their families and workers.
- 23
- 24 b. The price paid to the farmer will be based on:
 - 25 • Documented farmer and buyer costs.
 - 26 • Fair and open negotiations that set a fair price that is acceptable to both
 - 27 parties.
 - 28 • Where appropriate, the world price or regional price for that specific type of
 - 29 product, whichever is higher.
 - 30 • The product's specific market qualities; including but not limited to –
 - 31 additional identity preserved claims of organic, geographic indicators and
 - 32 other verified sustainability claims.
- 33 c. The pitting of one farmer against another to drive down prices and the use of a
- 34 discriminatory ranking system for determining payments is prohibited. Any such
- 35 retaliation or the spreading of false or misleading information by the buyer or the
- 36 buyer's agents shall not be allowed.
- 37 d. The Buyers' responsibility is to demonstrate continuous quality improvements in
- 38 sharing the risk with the farmer. This can include paying in advance for an agreed
- 39 upon quantity of product of agreed upon quality requirements, "locking-in" a fair
- 40 price for set portion of farmers products to be delivered during set time period. Or
- 41 other forms of equity sharing as mutually agreed upon by both parties.
- 42

43 BB the Buyer will move towards sharing the risk with the farmer by paying in advance

44 for an agreed upon quantity of product of agreed upon quality requirements.

45

46 **1.2.2. Minimum price fairness protection**

- 1 a. To protect farmers in markets experiencing extreme price volatility, minimum fair
2 prices will be negotiated by the farmer and the buyer that overrule market prices
3 when market prices fall below the farmer's costs of production.
- 4 b. Minimum fair prices will not preclude additional price differentials based on
5 quality, where such quality is documented in the contract provisions or where the
6 market for such products recognizes such additional qualities.
- 7 c. The farmer and buyer will negotiate this price premium protection based on:
8
 - 9 • The current world or the regional price, where appropriate and whichever is
 - 10 • Documented farmer and buyers costs.
- 11 d. Minimum fair pricing protection will only be triggered when the documented
12 market prices fall below the farmers cost of production and where the
13 participating farmers specifically seek this protection.

14
15 **1.2.3. Payment**

- 16 a. The buyer pays the farm fully and on time as agreed in purchase agreements.

17
18 **1.2.4. Credit**

- 19 a. In countries where small farmer access to fair credit is not widely available,
20 buyers will offer credit to such farmers for up to 60% of their contract in the form
21 of pre-financing or other mechanisms in favor of the producer, as long as these
22 arrangements are deemed mutually beneficial and are not administered in a scale
23 bias manner.
- 24 b. Disbursement of credit shall take place upon signing of the letter of intent, the
25 agreement or the contract, or at any date after that which meets the needs of the
26 farmer.
- 27 c. All credit instruments, direct and indirect, are allowed as long as the resources are
28 made available to the producers in an effective, reasonably-priced and timely
29 manner. Interest rates and all other terms shall be clearly established in the
30 agreement or contract.
- 31 d. Other benefits such as profit sharing, company stock options, pooling of
32 insurance, and other creative mechanisms for sharing equity are encouraged as
33 long as they are mutually beneficial.

34
35 **1.2.5. Economic realities**

36 It is recognized that in the current economy, small buyers will not always be able to pay a
37 fair price or offer all of the credit opportunities mentioned above. In such circumstances:

- 38 a. The buyer's inability to do so must be fully documented and justified, including
39 full disclosure of financial records to both the farmer and the certifier.
 - 40 b. Actual prices will be determined through a negotiation process between the buyer
41 and farmer and/or the farmers' democratically elected representative.
 - 42 c. A plan shall be implemented to reach the goal of a fair price, and progress
43 towards that goal will be measured. Failure to make reasonable progress will be
44 deemed grounds for non-compliance. The plan should include a timeline for
45 improvement.
- 46

1 **1.2.6. Profit sharing**

- 2 a. Prices to the farmer shall be increased with increased profitability for the buyer
3 of the farmers' products.
4

5 **1.2.7. Penalties and deductions**

- 6 a. Provisions such as excessive docking for low quality and other unwarranted
7 deductions are prohibited.
8 b. Withholdings of payments is prohibited. Payments to the farmer must meet the
9 terms of the letter of intent, the agreement, or the contract.
10 c. Late payments to the farmer are subject to all local, national, and international
11 laws as well as possible fines, penalties, and interest accrual.
12

13 **1.3. Enforcement**

14
15 ***Recommendation***

16 Mechanisms will be developed by which farmers of limited resources are able to afford
17 the costs of contract dispute resolution.
18

19 ***Standards***

20
21 **1.3.1. Responsibility for Payment of Court Costs**

- 22 a. Any buyer or farmer found to be in violation of the law will be responsible for
23 court costs and attorney fees. [NOTE: This provision is essential to helping
24 farmers with a valid complaint engage a lawyer, while also protecting the buyer
25 from unwarranted claims.]
26

27 **1.4. Fair Trade Relationship**

28
29 ***Standards***

30
31 **1.4.1. Fair Trade Relationship**

- 32 a. Buyer has an overall Fair Trade sourcing policy that favors family-scale, local
33 producers.
34 b. The buyer supports the suppliers by providing information, help with marketing,
35 attending trade fairs, providing advanced training.
36 c. Buyers develop a plan to share the risk with the farms that supply them.
37 d. If the buyer pays for and owns the AJP certificate of the farm, the farm is
38 permitted to sell product that the certificate owner does not buy to other markets:
39 possibly, the farmer has to bear part of the certification costs if selling as certified
40 to other buyers.

1 **2.0. Food System Business/Company Responsibilities to Indigenous Collectors**
2 **and Farmers**

3
4 Dear Reader;

5
6 We seek comments from indigenous people involved in wild crafting who would like to
7 make suggestions for these standards. We developed them at the request of an
8 indigenous trading project, but without the participation of stakeholders. We especially
9 seek answers to these questions:

- 10
11 p. 3 Definitions l. 16: How to define wild collection company – should the fair trade
12 claim be limited to indigenous projects? Or extended to for-profit or ngo projects?
13 p. 18. 2.3.1. Anti-discrimination: should collectors be limited to tribal members?
14

15 Based on IMO Fair Wild Standards (version 1 (11/2006) by Florentine Meinshausen,
16 IMO.

17
18 ***Indigenous rights:***

19 The right to participate in a fair and equitable manner in the benefits generated by access
20 to their genetic resources. The right to say NO to any attempts to commercialize their
21 genetic and intellectual resources (cultural objections).
22

23 ***Principle***

24 Fair contractual relationship between company and collectors.
25 Collectors have the structures and access to information to represent their interests in
26 relation to the wild collection company.
27 Local communities and indigenous peoples customary rights to use and manage
28 collection areas and wild collected resources shall be recognized and respected.
29
30

31 **2.1. Contractual relationships**

32
33 **2.1.1. Fair and transparent agreements**

- 34 a. The economic relation between the company and collectors is fair and transparent.
35 b. Collectors feel well treated in the contractual relationship.
36

37 **2.1.2. Long Term relationships**

- 38 a. The collection company aims at long-term collection agreements with collectors.
39 b. Collectors contracts are only cancelled with documented reasons (insufficient
40 quality, drop in sales).
41

42 **2.1.3. Right to terminate agreements**

- 43 a. Collector can resign from collection activities within an appropriate and fair time
44 frame.
45

46 **2.2. Collectors organization**

1
2 **2.2.1. Organizational structure and governance/leadership**

- 3 a. Collectors have the organization structures to represent and defend their interests
4 b. Within a year from first fair trade certification onwards, the contracting collection
5 company initiates and supports the set up of one or several collectors’
6 representation organizations if none exist already.
7 c. Within a year from first certification onwards, the collectors’ representation
8 organization has at least constitutionally a democratic structure with voting rights
9 for all members to elect their representatives.
10 d. Within 2 years from first certification onwards, collectors’ representation
11 organization is in place and discussing collectors’ interests with collection
12 company.
13 e. If wished by the collectors’ group, it shall be permitted to gradually take over
14 more and more responsibilities of an independent collector organization that sells
15 its products to the collection company.
16

17 **2.3. Anti-discrimination**

18
19 **2.3.1. Anti-discrimination commitments**

- 20 a. No discrimination of particular social groups as collectors. The collection
21 company supports the registration of women as collectors.
22 b. Selection of collector: No discrimination of particular social groups and
23 encouragement of women as registered collectors.
24 c. Collection company policies or guidelines do not restrict access to collectors
25 groups based on race, color, religion, sex, political opinion, national extraction or
26 social origin
27 d. Disadvantaged groups are not systematically excluded as registered collectors.
28 e. All collectors have the same working conditions (contract, trainings, prices paid,
29 etc.)
30 f. Women are not excluded from registration as collectors. Wives of registered
31 collectors can also attend meetings and trainings.
32 g. Women are actively encouraged to participate in the group and become full group
33 members.
34

35 **2.4. Child labor**

36
37 **2.4.1. Child labor avoided and limited**

- 38 a. Collection activity is done without substantial work contribution of children
39 b. Children are not contracted as collectors nor used by collectors as workers. All
40 young workers never do any hazardous work.
41 c. The collection company does not contract with children under 15 years of age as
42 collectors.
43 d. If the collection company contracts young collectors of age 15 – 18 years, it
44 monitors carefully that the collection activity is not dangerous to the young
45 people’s health, safety or may jeopardize their development.

- 1 e. The collectors do not contract with children under 15 years of age for collection
- 2 activities (this does not mean that children are excluded from helping their parents
- 3 in collection, see below)
- 4 f. Young workers (15-18 years) contracted as collectors do not engage in work that
- 5 is dangerous to their health, safety and that may jeopardize their development.
- 6 g. If there are still some children contracted when fair trade certification begins, the
- 7 work of children under 15 does not jeopardize educational and physical
- 8 development and is not hazardous. Children always work under adult
- 9 supervision.
- 10 h. Children helping their parents in collection: children do very limited work in
- 11 collection and always work under adult supervision.
- 12 i. Children helping their parents: children below the age of 12 do only very little
- 13 collection related work (less than 2 hours a day)
- 14 j. Children helping their parents: the work of children under 15 does not jeopardize
- 15 educational and physical development and is not hazardous or heavy. Children
- 16 always work under adult supervision.
- 17 k. If there are many children under 15 working substantially in the collection for
- 18 their families or there are some contracted children workers/collectors, the
- 19 company and the collectors develop a plan to gradually eliminate child labor and
- 20 improve attendance at school.
- 21

22 ***Indigenous Rights***

23 The right to their territory and lands.

24 The right to conserve their culture and cosmic vision.

25 The right to maintain, protect, and conserve their traditional knowledge.

26 The right to maintain, control, and develop their germplasm, local varieties, and seeds.

28 **2.5. Respecting Customary Rights**

30 **2.5.1. Rights to livelihood resources**

- 31 a. Traditional use, access rights and cultural heritage: Local communities and
- 32 indigenous people with legal or customary tenure or use rights maintain
- 33 control to the extent necessary to protect their rights or resources for
- 34 collection
- 35 b. Knowledge of legal or customary rights, traditional uses and cultural and
- 36 religious significance of collection is available.
- 37 c. Traditional uses/access rights are included in the resource/collection area
- 38 management plan (see section 5. 1)
- 39 d. Collection of wild resources respects the cultural and religious significance of
- 40 the resource, species, and habitat
- 41 e. Potential impact of collection activities on traditional use, access rights, and
- 42 cultural heritage in the collection area are defined.
- 43 f. Measures are taken to avoid loss or damage affecting the legal or customary
- 44 rights, resources, health, security or livelihoods of local communities and
- 45 indigenous people.
- 46 g. Fair compensation is provided in the case of any loss or damage

- 1 h. Availability, accessibility, and quality of medicinal plant resources for local
2 and traditional use are not undermined or diminished by commercial
3 collection.
- 4 i. Appropriate and effective mechanisms are use to resolve grievances.
5

6 ***Indigenous Rights***

7 The right to participate in a fair and equitable manner in the benefits generated by access
8 to their genetic resources (patents, registered products, etc.)

9 The right to guaranteed access to markets.

10 The right to guaranteed economic and financial support to develop their resources.
11

12 **2.5.2 Benefit sharing**

- 13 a. Agreements with local communities and indigenous people are based on
14 appropriate and adequate knowledge of the wild resource, tenure, management
15 requirements and resource value.
- 16 b. Agreements with local communities and indigenous people on the use of the
17 resources exist.
- 18 c. Agreements are in compliance with relevant national and state laws and
19 regulations concerning access and benefit sharing.
- 20 d. Concerning the use of traditional knowledge: informed consent is given by the
21 source community, and mutually agreed on terms are reached for access to this
22 knowledge and the equitable distribution of benefits arising from its use.
- 23 e. Evidence exists of prior informed consent and mutually agreed terms with respect
24 to genetic resources access, management responsibility, and delegation of control
25 to other agencies.
- 26 f. Resource access and benefit sharing agreements reflect available scientific, local,
27 industry, and other relevant sources of knowledge/information concerning the
28 current and anticipated value of the resource.
- 29 g. Mechanisms for sharing benefits are perceived as fair by beneficiaries.
- 30 h. Agreements allow for new information and changing local conditions affecting
31 these communities.
- 32 i. Collection and processing of wild collected products are conducted in a manner
33 that strengthens and diversifies the local economy.
34

35 **2.5.3 Fair and transparent business relationships**

- 36 a. Fair Trade minimizes trade intermediaries, ensures collectors a fair price for the
37 collected goods and allows for social community development through means of a
38 Fair Trade fund.
- 39 b. Transparent calculation of costs allows fair price negotiations between the
40 collection company and the collectors, as well as with buyers/traders.
- 41 c. The collection company presents at least a basic cost calculation. This cost
42 calculation includes costs of collection, prices paid to collectors, purchase and
43 processing costs, overhead and profit as well as sales prices.
- 44 d. The cost of collection requires detailed data collection on the basis of resources
45 assessment and sustainable resource management implementing species/area
46 management plans.

- 1 **e. Sustainable resource management includes decision- making whether or not**
- 2 **a resource is harvested at all in the context of Fair Trade.**
- 3 f. In setting prices with collectors, the collection company bears in mind that
- 4 collectors shall earn a fair share of the profit and that they should receive higher
- 5 payments since they do not receive any social benefits that employees get (in
- 6 addition to very uncertain income)
- 7
- 8 g. Payment of collectors: the collection company agrees with collectors on fair
- 9 prices and pays the agreed prices on time.
- 10 h. The company gives sufficient information about its costs/benefits calculations to
- 11 the collectors and their organizations to allow good faith negotiations on prices
- 12 paid to the collectors.
- 13 i. The collectors are paid within a reasonable time after product delivery and
- 14 according to rates agreed upon with them.
- 15 j. The collectors are paid in a way convenient to them (cash, normally)
- 16 k. Collectors receive at least slightly higher prices for the sustainably collected
- 17 products than from local traders.
- 18 l. Collectors are paid a pre-payment if they request it (e.g. 20% of estimated sales
- 19 value). In case of new collectors or substantial misuse by collectors in the past,
- 20 this requirement may be waived.
- 21

22 **2.5.4. Intermediate traders and product assortment**

- 23 a. Fair Trade minimizes trade intermediaries and keeps long-term interests of
- 24 collectors in mind.
- 25 b. If collectors' dependency on a single product, or limited product group, is a
- 26 serious economic problem, the collection company makes reasonable efforts to
- 27 promote product diversification.
- 28 c. The trade relation between the company and the collector (the person or family
- 29 actually doing the collection) comprises not more than one trader/middlemen
- 30 collector who only receives locally common margins for his service (or only
- 31 contracted purchase personnel).
- 32

33 **2.5.5. Fair Trade Premium use**

- 34 a. As soon as any Fair Trade premium is received, it is administered transparently in a
- 35 premium fund and decisions on the use are done in a democratic way.
- 36 b. Use of Fair Trade premium is decided by the collectors' assembly or by a Fair Trade
- 37 committee with collector representation on the committee.
- 38 c. If the use of premium fund money is decided by a committee (not the collectors'
- 39 assembly), collectors are informed on fund activities and basically support the
- 40 projects.
- 41 d. Any Fair Trade premium paid into a Fair Trade premium fund is responsibly
- 42 administered and any use well documented.
- 43 e. The premium fund committee or board writes a short report each year on all
- 44 activities financed by fund money with a detailed budget.
- 45 f. The records of use expenses paid from the fund correspond with the amount spent
- 46 and the activities reported in the annual fund report.

- 1 g. The effective use of the Fair Trade premium fund is basically for the agreed projects
- 2 (small other justifiable expenses are acceptable)
- 3 h. The use of Fair Trade premium should be for social projects. If considered necessary
- 4 by the collectors' assembly, or the committee and the collection company the funds
- 5 may also be used for investment in the business (but not to cover ongoing costs of
- 6 running the business.

7
8 **Working conditions: these will be the same as those for other groups of workers and**

9 **are covered in section 3.0 of the AJP Standards.**

10
11 ***Indigenous Rights***

12 The right to participate at the local, national and international levels.

13
14 **2.6 AJP Business Behavior**

15 **2.6.1 Responsible and Transparent Trade Relations**

- 16 a. The wild collection company works closely with its clients on clear and transparent
- 17 trade agreements.
- 18 b. Buying/sales commitments are negotiated at the beginning of the season among the
- 19 trading parties and set down in writing specified expected quantities and quality.
- 20 c. The collection company fulfills the agreements or, if not, finds a mutually agreed
- 21 upon solution with its clients.
- 22 d. The collection company shares upon request its cost calculations with its buyer and
- 23 they make their cost calculations clear.

24
25 **2.6.2. Quality Management**

- 26 a. The collection company works continuously towards quality improvement and
- 27 resolves quality problems in mutual consent with buyers.
- 28 b. The company works towards continuous improvement of product quality.
- 29 c. If there have been substantial quality problems and quality claims partners come
- 30 to agreement on the consequences (e.g. return of produce) and the company takes
- 31 steps to improve the situation.

32
33 **2.6.3. Use of Pre-payment**

- 34 a. If any prepayment has been received, it is used to pay collectors in advance/on time or
- 35 other measures agreed with trade partner.

36
37 **2.6.4 AJP Practices – Based on the Principles of the Domestic Fair Trade**

38 **Association**

- 39 a. The buyer of AJP products strives for mutually beneficial long-term trade
- 40 relations based on respect, transparency and support of the collecting company in
- 41 quality improvement.
- 42 b. Mutually beneficial trade relations: the buyer endeavors to maintain long term
- 43 trade relations with its AJP suppliers, keeps the trade chain short and allows
- 44 suppliers trade flexibility.
- 45 c. Buyer has (or plans) long-term relations with its AJP suppliers.

- 1 d. The number of trade intermediaries between wild collection company and buyer:
2 no intermediaries/ basically direct from collecting company.
- 3 e. If the buyer pays and owns the AJP certificate of the supplying collecting
4 company: the collecting company is also permitted to sell its products to other
5 buyers directly in case the contracting buyer cannot buy all products at agreed
6 price (possibly the collecting company has to bear part of the certification costs if
7 selling as certified to other traders).

9 **2.6.5 Transparent Trade Agreements**

- 10 a. Trade is based on written, clear trade agreements that outline both parties'
11 obligations.
- 12 b. Buying/sales agreements are negotiated in good faith at the beginning of the
13 season among the parties and set down in writing specifying approximate
14 expected quantities and quality.
- 15 c. Buying agreements outline the expected quality (with tolerances), quality claim
16 procedures, delivery conditions and payment conditions in clear terms, in a way
17 that both trading partners know their obligations clearly.
- 18 d. In case of fresh/perishable products, the buyer provides the suppliers with
19 sourcing plans with projected quantities in regular intervals.
- 20 e. In price setting negotiation, the buying company also informs its suppliers at least
21 roughly on its cost calculations, in order to allow fair negotiations.
- 22 f. AJP pricing is not avoided by linking AJP sales contracts to reduced prices of
23 “normal” sales contracts: no such cases at all, or all cases really fair and
24 transparent.

26 **2.6.6 Prepayment**

- 27 a. Small wild collection companies are partially pre-paid (if needed) to finance their
28 purchases from collectors.
- 29 b. If requested by small wild collection company, the buyer provides partial pre-
30 payment. Exception: new trade relation or substantial delivery problems in the
31 past.

33 **2.6.7 Quality Improvement**

- 34 a. Support of the supplier on quality improvements and deal with quality problems
35 in tolerant and transparent way.
- 36 b. If there have been substantial quality problems and quality claims: partners find
37 agreement on the consequences (e.g. return of produce) and take steps to improve
38 the situation.
- 39 c. The buyer supports its suppliers with relevant market information and gives
40 assistance with quality issues.

42 **2.7 Fair Prices and Fair Trade Premium**

44 **2.7.1. Fair Prices**

- 45 a. The buyer of AJP products pays fair prices and a Fair Trade premium to allow for
46 social development of the collectors' communities.

- 1 b. Prices paid for certified AJP products are based on individual cost calculations,
2 but always slightly above normal market prices paid on the conventional market.
- 3 c. In addition to the agreed fair price for the product, the buyer pays an agreed Fair
4 Trade premium into the supplier's AJP collectors' fund.
- 5 d. The agreed fair price plus Fair Trade premium shall be negotiated with regard to
6 the whole quantity purchased (not some lots "fair prices," others very low prices.
- 7 e. The buyer agrees with the suppliers on minimum prices in order to avoid prices
8 for producers falling under costs of production for the collectors.
- 9 f. The buyer shows efforts to understand actual production costs and to adapt his
10 pricing policy as much as possible to this understanding.
- 11 g. The buyer pays the supplier fully and on time as agreed in purchase contracts.

1 **3.0. Food System Business/Company Responsibilities to Employees**

2 Note: Farmworkers are covered under section 5.0.
3 All relevant federal, state, and local laws covering working conditions, health and safety,
4 and terms of employment must be complied with.¹⁰ It is the responsibility of the
5 employer to know his/her legal obligations and to comply. AJP standards are intended to
6 go beyond legal requirements.

7 **Note: A cooperative business may in reality use a model in many ways distinct from**
8 **what is described below, but all principles outlined here still apply and must be**
9 **fulfilled.**

10
11 ***Principle***

12 All workers have the right to safe working conditions, just treatment, and fair
13 compensation.

14 **3.1 Labor Rights**

15 ***Recommendations***

16 International norms for socially just working conditions will be complied with, including
17 but not limited to all ILO Conventions relating to labor welfare, as well as the United
18 Nations Charter of Rights for Children and Universal Declaration of Human Rights.
19 Enterprises certified under AJP standards will show steady improvement towards an ideal
20 work situation by providing training to workers, regular advancement, adequate breaks
21 and rest, full health, leave and retirement benefits, and job security.

22 ***Standards***

23 **3.1.1 Freedom of association**

- 24 a. All workers will be granted the rights to freedom of association, to organize, and to
- 25 bargain collectively, free from retaliation of any kind by the employer or his/her agents,
- 26 as defined by ILO Conventions 87 and 98. Any such retaliation will be considered a
- 27 major violation.
- 28 b. In the event that workers are granted these rights by law in the nation or region under
- 29 question, any judicial or governmental findings of unfair labor practices will be
- 30 considered a major violation.
- 31 c. Workers with claims of employer retaliation for the exercise of these rights shall have
- 32 access to an efficient and fair grievance procedure to resolve the dispute in question.¹¹

24
24
24
24

¹⁰ AJP guidance on employee immigration status is covered separately.

¹¹ Such grievance procedure must be designed to comply with ISO Guide 65 – The Complaints Procedure, in addition to the provisions specified herein.

- 1 d. Access must not be denied to representatives of labor organizations assisting workers
2 in exercising these rights, so long as meetings are during non-work hours.
3 e. The employer will recognize and bargain with any and all representatives
4 democratically chosen by their employees.
5

6 3.1.2 Bargaining process

- 7 a. The employer will recognize and bargain in good faith the terms of employment
8 with (a) any employee, in the case of a
9 single hired worker, (b) any group of
10 employees, in the case of more than one
11 hired worker, or (c) representatives
12 democratically chosen by their
13 employee(s). All references to bargaining
14 and bargaining rights contained in these
15 standards shall be interpreted to apply to
16 one of the three above categories, as
17 appropriate in each particular case.
18 b. Contracts between employer and
19 employee must require use of the collective
20 bargaining process (except in the case of a
21 single employee) to determine workplace
22 policies.
23 c. Contracts between employer and
24 employee will contain requirements for all
25 disputes to be handled in a speedy fashion
26 with imposition of penalties for actions
27 conducted without “good faith.”
28 d. In the event that employees have elected
29 to have union representation:
30 ▪ The employer and employees will
31 utilize the collective bargaining
32 process to determine workplace
33 policies, conditions, and
34 compensation throughout a
35 contract.
36 ▪ If either party is found to be
37 negotiating in bad faith, a neutral
38 arbitrator will be appointed to conduct binding arbitration proceedings
39 between the employer and the labor organization.
40

Collective Bargaining is universally recognized as a fundamental means to achieving fair contracts in agriculture as well as other industries. However, bargaining rights must be ensured for individuals as well, whether they be farmers or workers. When the implementation of a contract breaks down, an arbitration procedure is one viable option for ensuring a rapid and impartial resolution. This is in contrast to utilizing the court system for instance, which in many countries (such as the U.S.), can often delay any final decision for years, at which point it is difficult if not impossible to remedy the wrong that had been done. Arbitration is a controversial subject, in that it has been used against farmers in contracts of adhesion – “take it or leave it” contracts that favor buyers over farmers to an excessive degree. In the case of an unfair contract, arbitration will most likely result in an unfair outcome. In the context of a contract bargained in good faith and based on the principles outlined in this document, arbitration is an invaluable tool for both sides.

41 3.1.3 Grievance Process

¹¹ Definition adopted by Living Wage Summit, July 1998, Berkeley, CA; citation from “Codes of Conduct: From Corporate Responsibility to Social Accountability”, by Lynda Yanz and Bob Jeffcott, Maquila Solidarity Network, Sep 1999

1 a. The employer must have in place an internal grievance or conflict resolution
2 procedure available to all workers. Workers who have claims against their employer
3 related to workplace practices including employer retaliation for workers' submission
4 of complaints, and who are not satisfied with the result of the internal grievance
5 procedure, will be able to present their case through the external AJP appeals process.
6 Workers must be informed of this process and how to access it as part of their
7 employee training.

9 **3.1.4 Transparency and Full Disclosure**

- 10 a. Employers will provide workers with a copy of the contract defining working
11 conditions and the disciplinary procedures that are followed in the workplace.
12 Contracts must be written in the worker's native language or in another language
13 accessible to the worker. Adequate provisions such as oral presentations must be
14 made for any workers who are not fully literate. Contracts must include: rights
15 and responsibilities, wages and method of payment, location and type of work
16 (job description), hours of work and overtime, access to trade unions, complaints
17 procedure, health and safety procedures, disciplinary procedure, holiday pay, sick
18 pay or sickness benefit, compensation for injury, other benefits such as pensions,
19 maternity/paternity leave, worker's right to terminate the employment.
- 20 b. Any subsequent changes in this contract will be negotiated with democratically
21 chosen worker representatives.
- 22 c. Workers will have free access, upon request, to their own employee files.
23 Employers will provide workers with a copy of their own employment records
24 upon request.
- 25 d. Workers will be provided documents as well as a presentation, in their native
26 language, or if not possible, in a language in which they are fully fluent, detailing
27 their rights and responsibilities, as well as other provisions granted by these
28 standards in a timely manner after initial employment.
- 29 e. Employers will present information to workers verbally to ensure that workers
30 understand their employment contract and any other work-related written
31 documents.
- 32 f. Regular meetings between senior management and workers will be held during
33 working hours.

35 **3.1.5 Anti-discrimination clause**

- 36 a. Neither the employer or the union or other employee organization, if such exists,
37 will discriminate against any employee or prospective employee, in hiring, wages,
38 benefits, or any other capacity, on the basis of race, creed, color, national or
39 ethnic origin, gender, age, handicap or disability (including HIV status), union or
40 political activity, immigration status, citizenship status, marital status, or sexual
41 orientation.

43 **3.1.6 Human relations**

- 44 a. All employees will be treated with dignity and respect.

- 1 b. No physical, psychological, verbal, or sexual harassment or abuse is tolerated.
- 2 c. No corporal punishment is allowed.
- 3 d. Deductions from wages as a disciplinary measure are not practiced.
- 4 e. Employer does not retain worker's original legal documents for a period longer
- 5 than demanded by law
- 6 f. Employer does not retain any part of a worker's salary or benefits.

8 **3.1.7 Regular performance reviews**

- 9 a. Employers will provide regular performance reviews for all workers, once a year
- 10 at a minimum.
- 11 b. The person performing the review will write an evaluation that will be placed in
- 12 the worker's file, and workers will have access to their own files.

14 **3.1.8 Direct hiring**

- 15 a. Employees will be hired directly by the management or business owner.
- 16 b. Intermediaries such as labor contractors will be avoided. They are to be used only
- 17 when all other possibilities are exhausted or when unforeseen emergencies arise.
- 18 c. In such situations, the employer will first seek to work collaboratively with an
- 19 organization representing workers, rather than a labor contractor.
- 20 d. Farmers will document the circumstances that forced them to use labor
- 21 contractors and present this information for verification by the certifier.
- 22 e. In the case of a documented need for the use of a labor contractor, the employer
- 23 will follow all pertinent laws, including but not limited to the licensing of
- 24 contractors.
- 25 f. When using labor contractors, the employer will assume full responsibility for any
- 26 and all working conditions, that the provisions in these standards be fully
- 27 implemented, and that the workers supplied through labor contractors are hired
- 28 under the same conditions as other employees.
- 29 g. Utilizing the assistance of a legitimate worker organization or union to recruit
- 30 workers is not only permitted but encouraged for those employers who encounter
- 31 difficulties in direct hiring.

33 **3.1.9 Forced labor**

- 34 a. Forced labor including bonded or involuntary prison labor, does not occur.
- 35 a. Employment is not conditional on the employment of the spouse. Spouses
- 36 have the right to work elsewhere.
- 37 b. Spouses shall not be direct supervisors of one another.

39 **3.1.10 Compliance**

40 The Employer will not engage or participate in voluntary programs or practices that
41 prevent or prohibit full compliance with the standards set forth in this document. The
42 employer does not hire and fire workers on a continual basis to avoid regular
43 employment. No indication that sub-contracting, homeworking, apprenticeships or
44 other methods are used to avoid providing regular employment and direct contracting.

46 **3.1.11 Termination**

- 1 a. No worker will be disciplined or terminated without just cause. The enterprise
2 has a documented disciplinary procedure with a system of warnings before any
3 dismissal, and employees must be given full details on why they are being
4 dismissed.
- 5 b. Upon the worker's request, the worker has the right to have a union representative
6 or other worker representative of their choosing present during any disciplinary
7 interview.
- 8 c. Any worker who is found to have been disciplined or discharged unjustly through
9 use of the grievance/conflict resolution procedure, will be reinstated and will be
10 compensated for loss of earnings during the period of the related discharge or
11 disciplinary action.
- 12 d. Workers have the right to terminate employment without restriction.

14 **3.1.12 Training in legal labor rights as employees**

- 15 a. In a timely manner after initial employment, the employer will conduct, or
16 otherwise provide for, training of his/her employees regarding their legal rights.
17 This training must include a presentation to employees of additional rights
18 granted them under AJP. All employees must receive a copy of the AJP workers'
19 rights pamphlet prior to or as part of this training.
- 20 b. If not conducted by the management or business owner, such training will be
21 conducted by local worker unions or other organizations, or in their absence, legal
22 services or similar agencies.

23 **3.2 Child labor**

24 *Standards*

- 25 a. Hiring children for full-time labor is prohibited.
- 26 b. Under no circumstances may children be given tasks that expose them to hazards
27 or potential hazards such as chemicals or machinery.
- 28 c. Children will not be kept from schooling in order to work.

29 **3.3 Wages and Benefits**

30 *Recommendations*

31 Employees will receive a living wage. A living wage is the net wage earned during a
32 country's legal maximum work week, but not more than 48 hours, that provides for the
33 needs of an average family unit (nutrition, clothing, health care, education, potable water,
34 child care, transportation, housing, and energy) plus savings (10 percent of income).¹²

35 Wages should allow for employees' access to culture and recreation.

36 In addition, social security obligations will be met, including benefits such as
37 maternity/paternity, sickness, and retirement benefits.

38 Employers will be encouraged to adopt measures such as employee profit sharing in
39 order to fulfill the expectations outlined herein.

1 Employers should encourage the increased participation and responsibility of employees
2 in the enterprise and provide wages and benefits commensurate with such increased
3 responsibility.

4 **Standards**

5 **3.3.1 Economic Realities**

6 In the current economy, small-scale Employers will not always be able to pay a living
7 wage. When this occurs:

- 8 a. Employers must document and justify their
9 inability to pay a living wage to their
10 employees.
- 11 b. Employers must fully disclose their financial
12 records to facilitate verification of their
13 financial status. Such financial records must
14 be made available to both the certifier and to
15 employees and/or their chosen
16 representatives.
- 17 c. Actual wages must be determined through a
18 negotiation process between the employer
19 and democratically chosen representatives of
20 employees.
 - 21 ▪ In no case will wages fall below
22 prevailing wages for equivalent work for
23 that region. This, however, shall be viewed as a floor only justified by short-
24 term economic hardship, and wages will be expected to increase.
 - 25 ▪ In no case will the ratio of lowest paid employee to highest paid (including the
26 general manager/owner/employer) be greater than one to four, in accordance
27 with principles of a democratic workplace.
- 28 d. The employer must implement a plan to reach the goal of a living wage and, with
29 participation of workers and/or their representatives, develop a process by which
30 progress towards that goal is measured.
- 31 e. Wages of employees shall increase with increased profitability (net income) of the
32 enterprise.

Employee pay rations: We do not know if this ratio per se is the best to propose. For one thing, the applicability of this specific ratio to the reality in other nations, particularly low-income nations, must be evaluated. However, we affirm the principle behind this standard as universally applicable and desirable. In the case of the U.S., we believe that in most small-scale businesses this ratio probably exists already or is close to existing. Only in large-scale businesses with multiple tiers of hierarchy – which are not the objects of these guidelines--do we believe that this becomes a “politically” unrealistic goal.

33 **3.3.2 Right to benefits**

- 34 a. Employees are entitled to workers compensation, disability, and
35 unemployment coverage, maternity/paternity leave

36 **3.3.3 Day of rest**

37 Employers should abide by regional laws. However the following conditions must be met
38 at a minimum even if regional laws do not cover workers or if laws are weaker than the
39 following standard:

- 40 a. All employees are entitled to at least one day of rest out of every seven.

- 1 b. Employers may not normally require a worker to work more than an average
2 of 48 hours per workweek, with the understanding that such a requirement
3 will occasionally be necessary. Work beyond this average on an ongoing basis
4 (more than for brief periods, for instance) must be agreed to by the worker on
5 a voluntary basis.
- 6 c. Employers must develop an overtime policy in negotiations with
7 democratically chosen worker representatives, with the understood goal of
8 providing overtime pay to employees at a minimum in accordance with
9 federal, state, and local laws.

10 **3.3.4 Seniority**

- 11 a. Employers shall implement a seniority policy.

12 **3.3.5 Equal pay for equal or equivalent work**

- 13 a. All workers performing the same task will be paid the same wages. (NOTE:
14 This clause shall not prohibit the employer from developing pay scales based
15 upon seniority as outlined above or based upon productivity or other
16 measurable indicators that are documented by the employer.)

17 **3.3.6 Right to return to seasonal position**

- 18 a. In the case of seasonal employment, workers must have the right to return for
19 employment in successive years or seasons, in accordance with seniority,
20 unless the employer can provide justification for denying re-hiring.

21 **3.3.7 Penalties and deductions**

- 22 a. Provisions such as initial deposits, excessive and unwarranted deductions, or
23 withholdings of any pay until the end of the fiscal year are prohibited.¹³

24 **3.3.8 Leave of absence**

- 25 a. Workers must be granted leaves of absence of appropriate length for maternity
26 leave, paternity leave, or medical or family emergencies, in accordance with
27 the Medical and Family Leave Act and any additional agreements reached
28 between the Employer and the Employees.

29 **3.3.9 Regular and Timely Payments**

- 30 a. Employers will pay workers regularly and in a timely manner.
- 31 b. Payments are properly documented, and the employer's records includes: rates
32 of pay, hours worked, period of payment, details of deductions (for taxes, health
33 insurance, etc), overtime worked, and net amount of wages due.
- 34 c. Payment is made in legal tender (not in the form of promissory notes,
35 vouchers or coupons), and
- 36 d. Overtime is compensated at a higher rate.
- 37

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As defined in ILO Conventions #95 (Protection of Wages) and #105 (Abolition of Forced Labor).

1 **3.3.10 Additional Benefits:**

- 2 a. An enterprise that processes or sells food may offer employees a discount on food
3 purchases.
4 b. Employer works towards providing all permanent workers with full health
5 insurance and the benefits of a pension fund.

6 **3.4 Health and Safety**

7 ***Principle***

8 Employers must protect the health and safety of all workers by minimizing exposure to
9 any toxins or other workplace hazards.

10 ***Recommendation***

11 The employer should make every effort to involve workers and their representatives in
12 the addressing of health and safety concerns. For instance, wherever possible employers
13 should facilitate the conducting of health and safety trainings by qualified unions or
14 similar organizations, or in coordination with such organizations.

15 ***Standards***

16 **3.4.1 Safe workplace**

- 17 a. The employer must provide a safe and sanitary working environment, and develop
18 a health and safety plan consistent with the specific nature of the workplace.¹⁴
19 b. All indoor workplaces have adequate lighting, heating and ventilation.
20 c. Fire exits, escape routes, firefighting equipment and fire alarms are provided.
21 They are properly marked and kept clear of obstruction, allowing swift and safe
22 exit during emergencies.
23 d. Electrical equipment, wiring and outlets are properly placed, grounded and
24 inspected for overloading and leakage by a professional on a regular basis.

25 **3.4.2 Safety training**

- 26 a. Employers must provide timely trainings for workers regarding workers' legal
27 rights related to worker protection, chemical safety, and requirements for
28 sanitation and food safety.
29 b. Employers must conduct safety training before new employees are exposed to any
30 potential toxins or workplace hazards. Employers are encouraged to make
31 arrangements for unions or workers' organizations to conduct these trainings
32 when possible
33

34 **3.4.3 Access to medical care**

- 35 a. Workers must have access to adequate medical care of their choice.

¹³ Protection from hazardous employment is outlined in ILO Convention 138.

- 1 b. In the event of workplace injuries or illness, the employer is responsible for
2 providing transportation for workers to medical care, or for facilitating the timely
3 arrival of medical personnel to the workplace to care for employees.

4
5 **3.4.4 Rest and sanitation facilities**

- 6 a. Employers must allow workers sufficient breaks to allow for periodic rest,
7 consumption of water, and use of sanitation facilities
8 b. Employers must provide accessible sanitation facilities that does not result in
9 significant delays to use facilities and does not result in docking pay due to
10 distance or inconvenience of location of sanitation facilities.
11 c. Employers must provide safe and clean water to workers for consumption and
12 hand washing.
13 d. The company provides all workers with necessary working clothes appropriate to
14 their tasks free of charge.
15 e. There is a dedicated area for undressing and washing with individual lockable
16 storage facilities available to all workers.

17
18 **3.4.5 Accident rate**

- 19 a. An accident or injury rate higher than the average for similar operations in the
20 region is unacceptable and must be fully explained to the certifier.
21 b. In such a case the employer must develop a comprehensive plan to lower the
22 accident rate in an efficient manner. The timely implementation of this plan will
23 be monitored by the certifier.
24 c. Employers must document all workplace accidents and injuries and retain such
25 records for at least five years after the date of the incident.

26
27 **3.4.6 Reduction of accidents**

- 28 a. Employers must demonstrate a commitment to continual reduction of the injury
29 and accidents rate in the workplace.

30 **3.4.7 Health and Safety Committee**

- 31 a. Employers must maintain a Workplace Health and Safety Committee which meets
32 regularly to address relevant issues.
33 b. In the absence of union representation, employee representatives on the
34 committee must be chosen democratically by employees.
35 c. Members of the committee must have free access to all documents and
36 information pertinent to issues of health and safety, as long as such access does
37 not violate the privacy rights of any individual employee.
38 d. In those businesses with only one or two employees, employers will meet
39 regularly with such employee(s) to address workplace health and safety in the
40 manner described above. The right to access documents and information as
41 described above applies equally to such employee(s).

42
43 **3.4.8 Right to know about toxic materials**

- 44 a. Employers must provide information to workers about the hazardous and toxic
45 materials used in their workplace.

- 1 b. Employers must provide workers with unimpeded access to label information and
2 other written information in their possession pertaining to the potential toxicity of
3 materials used in the workplace.
- 4 c. Provisions such as oral presentations must be made for workers who are not fully
5 literate or unable to read the information in the language provided.
- 6 d. Workers handling hazardous materials are provided with adequate personal
7 protective equipment of good quality and in good condition at the employer's
8 expense. Workers must always use such equipment and must never take it to their
9 homes.
- 10 e. Workers engaged in handling any potentially hazardous materials are given
11 medical examinations at regular intervals by a physician at the expense of the
12 employer, and records of these examinations are kept in the workers file for five
13 years.

14 **3.4.9 Least toxic alternative**

- 16 a. If hazardous or toxic substances are used in the workplace, the employer must
17 provide written documentation about why less toxic alternatives have not been
18 implemented.
- 19 b. The employer must implement a plan to steadily reduce the use of hazardous and
20 toxic substances and replace them with proven non-toxic alternatives. Note: The
21 certifier may exempt from this requirement any employer whose use of hazardous
22 and toxic substances is already minimal or non-existent.
- 23 c. Chemical, physical and biological substance and agents used on the production
24 site are stored, issued, handled and used in such a way that health risks are
25 minimized.
- 26 d. After spraying pesticides on the production site, minimum re-entry intervals as
27 specified in the user instruction manual are strictly observed.

28 **3.4.10 Retention of injured workers**

- 30 a. Employers must make every effort to maintain the employment of workers who
31 are injured on the job by providing a job that is compatible with any physical
32 limitations due to their injury. Such workers must receive wages comparable to
33 those earned before the injury.
- 34 b. In the event that no such employment is possible, the injured worker will receive
35 compensation as provided in Worker Compensation or Disability statutes of the
36 applicable jurisdiction.

37 **3.4.11 Choice of health providers**

- 39 a. Workers shall have the opportunity to select and submit the names of health care
40 providers to any list of qualified doctors for the purposes of worker compensation
41 and disability programs.

42 **3.4.12 Protection from hazards**

- 43 a. Pregnant employees and employees under the age of 18 may not, under any
44 circumstances, perform potentially hazardous tasks (including exposure to
45 hazardous substances).

- 1 b. Pregnant employees and employees under the age of 18 must be assigned tasks
2 commensurate with their physical limitations.
3

4 **3.4.13 Health and safety violations**

- 5 a. Repeated health and safety violations, and/or any one gross violation resulting
6 in real or potential serious harm to workers is considered to be a major
7 violation of these standards and shall be grounds for revocation of
8 certification.

1 **4.0. Farmer’s Responsibilities to Buyers**

2
3 ***Introduction***

4 To achieve a win/win/win scenario for each of the parties involved, the unique rights and
5 responsibilities of the farmers, buyers, and workers must be protected and implemented.
6 However, the current paradigm is clearly weighted against the rights of farmers, even
7 more so against the rights of the worker, and most especially against the rights of
8 indigenous peoples. Therefore their rights have been spelled out in great detail based on
9 the most common areas of abuse and where additional protections are deemed necessary.
10 When attempting to codify the rights of buyers, it is essential to remember this historic
11 imbalance.

12
13 Furthermore, buyers’ agreements with farmers regarding specific products and their
14 quality, quantity, and the timetables for delivery are not covered here. It is assumed,
15 however, that abuses, complaints, or grievances about such matters fall within the rights
16 of both farmers and buyers for the fair implementation of agreements and their good faith
17 execution.

18
19 ***Principle***

20 Contracts between buyers and farmers must be fair and equitable. There will be steady
21 improvement in the terms of these contracts.

22
23 ***Standards***

24 These apply to all products that have the AJP label, regardless of whether the buyer is
25 AJP certified. In addition to the buyers’ rights implied in the above farmers’ rights
26 section these additional standards apply:

27
28 **4.1. Certification**

29 Buyers have the right to require up-to-date farmer certification of all applicable products.

30
31 **4.2 Transparency**

32 Buyers have the right to transparency of the farmers’ costs of production for the purposes
33 of determining fair prices for farmers.

34
35 **4.3 Conflict Resolution Procedures**

36 Buyers have the rights to fair Conflict Resolution Procedures as described in the above
37 farmers’ rights section.

38
39 **4.4 Anti-discrimination clause**

40 The farmer will not discriminate against any buyer, in setting agreements, contracts,
41 pricing, benefits, or any other capacity, on the basis of race, creed, color, national or
42 ethnic origin, gender, age, handicap or disability, union or political activity, immigration
43 or citizenship status, marital status, or sexual
44 orientation

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5.0. Farmer’s Responsibilities to Farmworkers

All relevant federal, state, and local laws covering working conditions, health and safety, and terms of employment must be complied with.¹⁵ It is the responsibility of the employer to know his/her legal obligations and to comply. AJP standards are intended to go beyond legal requirements.

Principle

All workers have the right to safe working conditions, just treatment, and fair compensation.

5.1 Labor Rights

Recommendations

International norms for socially just working conditions will be complied with, including but not limited to all ILO Conventions relating to labor welfare, as well as the United Nations Charter of Rights for Children and Universal Declaration of Human Rights. Farms certified under AJP standards will show continual improvement in working conditions for their workers through training, advancement, adequate breaks and rest, adequate health and safety policies, leave and retirement benefits, and job security. Farms will seek to provide year round employment for their workers.

Standards

5.1.1 Freedom of association

- a. All workers will be granted the rights to freedom of association, to organize, and to bargain collectively, free from retaliation of any kind by the employer or his/her agents, as defined by ILO Conventions 87 and 98. Any such retaliation will be considered a major violation.
- b. In the event that workers are granted these rights by law in the nation or region under question, any judicial or governmental findings of unfair labor practices will be considered a major violation.
- c. Workers with claims of employer retaliation for the exercise of these rights shall have access to an efficient and fair Conflict Resolution Procedure implemented by the certification body that certifies the farm on which the alleged problem occurs, to resolve the dispute in question.¹⁰
- d. Access must not be denied to representatives of labor organizations assisting workers in exercising these rights, so long as such visits are during non-work hours.
- e. The employer will recognize and bargain with any and all representatives democratically chosen by their employees.

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2 **5.1.2 Bargaining process**

- 3 a. The employer will recognize and bargain in good faith the terms of employment
- 4 with (a) any employee, in the case of a single hired worker, (b) any group of
- 5 employees, in the case of more than one
- 6 hired worker, or (c) any and all
- 7 representatives democratically chosen by
- 8 their employee(s). All references to
- 9 bargaining and bargaining rights
- 10 contained in these standards shall be
- 11 interpreted to apply to one of the three
- 12 above categories, as appropriate in each
- 13 particular case.
- 14 b. Contracts between employer and
- 15 employee must require use of the
- 16 collective bargaining process (except in
- 17 the case of a single employee) to
- 18 determine
- 19 workplace policies.
- 20 c. Contracts between employer and
- 21 employee will contain requirements for
- 22 all disputes to be handled in a speedy
- 23 fashion with imposition of penalties for
- 24 actions conducted without “good faith.”
- 25 d. In the event that employees have elected
- 26 to have union representation:
- 27 a. The employer and employees
- 28 will utilize the collective
- 29 bargaining process to determine
- 30 workplace policies, conditions,
- 31 and compensation throughout a
- 32 contract.
- 33 b. If either party is found to be
- 34 negotiating in bad faith, a neutral arbitrator will be appointed to conduct
- 35 binding arbitration proceedings between the employer and the labor
- 36 organization.

Collective Bargaining is universally recognized as a fundamental means to achieving fair contracts in agriculture as well as other industries. However, bargaining rights must be ensured for individuals as well, whether they be farmers or workers. When the implementation of a contract breaks down, an arbitration procedure is one viable option for ensuring a rapid and impartial resolution. This is in contrast to utilizing the court system for instance, which in many countries (such as the U.S.), can often delay any final decision for years, at which point it is difficult if not impossible to remedy the wrong that had been done. Arbitration is a controversial subject, in that it has been used against farmers in contracts of adhesion – “take it or leave it” contracts that favor buyers over farmers to an excessive degree. In the case of an unfair contract, arbitration will most likely result in an unfair outcome. In the context of a contract bargained in good faith and based on the principles outlined in this document, arbitration is an invaluable tool for both sides.

37
38 **5.1.3 Conflict Resolution Procedure**

- 39 a. The employer must have in place an internal grievance or conflict resolution
- 40 procedure available to all workers. Workers who have claims against their employer
- 41 related to workplace practices including employer retaliation for workers’ submission
- 42 of complaints, and who are not satisfied with the result of the internal grievance

¹⁵ AJP guidance on employee immigration status is covered separately.

¹⁰ Such Conflict Resolution Procedure must be designed to comply with ISO Guide 65 – The Complaints Procedure, in addition to the provisions specified herein

1 procedure, will be able to present their case through the external AJP appeals process.
2 Workers must be informed of this process and how to access it as part of their
3 employee training.
4

5 **5.1.4 Transparency and Full Disclosure**

- 6 a. Employers will provide workers with a copy of the contract defining working
7 conditions and the disciplinary procedures that are followed in the workplace.
8 Contracts must be written in the worker's native language or in another language
9 accessible to the worker. Adequate provisions such as oral presentations must be
10 made for any workers who are not fully literate. Contracts must include: rights
11 and responsibilities, wages and method of payment, location and type of work
12 (job description), hours of work and overtime, access to trade unions, complaints
13 procedure, health and safety procedures, disciplinary procedure, holiday pay, sick
14 pay or sickness benefit, compensation for injury, other benefits such as pensions,
15 maternity/paternity leave, worker's right to terminate the employment.
16 b. Any subsequent changes in this contract will be negotiated with democratically
17 chosen worker representatives.
18 c. Workers will have free access, upon request, to their own employee files. Farmers
19 will provide workers with a copy of their own employment records upon request.
20 d. Workers will be provided documents, in their native language, or if not possible,
21 in a language in which they are fully fluent, detailing their rights and
22 responsibilities, as well as other provisions granted by these standards. The
23 certifying agency will ensure or otherwise arrange for a presentation of these
24 provisions, in the worker's native language, or if not possible, in a language in
25 which they are fully fluent, and whenever possible in conjunction with
26 representatives of a farm worker union or other farm worker organization, in a
27 timely manner after initial employment.
28 e. Farmers will present information to workers orally to ensure that workers
29 understand their employment contract and any other work-related written
30 documents.
31

32 **5.1.5 Anti-discrimination clause**

- 33 a. Neither the employer or the union or other employee organization, if such exists,
34 will discriminate against any employee or prospective employee, in hiring, wages,
35 benefits, or any other capacity, on the basis of race, creed, color, national or
36 ethnic origin, gender, age, handicap or disability (including HIV status), union or
37 political activity, immigration status, citizenship status, marital status, or sexual
38 orientation.
39

40 **5.1.6 Human relations**

- 41 f. All employees will be treated with dignity and respect.
42 g. No physical, psychological, verbal, or sexual harassment or abuse is tolerated.
43 h. No corporal punishment is allowed.
44 i. Deductions from wages as a disciplinary measure are not practiced.
45 j. Employer does not retain worker's original legal documents for a period longer
46 than demanded by law.

- 1 k. Employer does not retain any part of a worker’s salary or benefits.
2
3

4 **5.1.7 Direct hiring**

- 5 a. Employees will be hired directly by the farm owner.
6 b. Intermediaries such as labor contractors will be avoided. They are to be used only
7 when all other possibilities are exhausted or when unforeseen emergencies arise.
8 c. In such situations, the employer will first seek to work collaboratively with an
9 organization representing agricultural
10 workers, rather than a labor contractor.
11 d. Farmers will document the circumstances
12 that forced them to use labor contractors
13 and present this information for
14 verification by the certifier.
15 e. In the case of a documented need for the
16 use of a labor contractor, the employer
17 will follow all pertinent laws, including
18 but not limited to the licensing of
19 contractors.
20 f. When using labor contractors, the
21 employer will assume full responsibility
22 for any and all working conditions, that
23 the provisions in these standards be fully
24 implemented, and that the workers
25 supplied through labor contractors are
26 hired under the same conditions as other
27 employees.
28 g. Utilizing the assistance of a legitimate
29 farmworker organization or union to
30 recruit workers is not only permitted but
31 encouraged for those employers who
32 encounter difficulties in direct hiring.
33

One example of such a voluntary program in the United States is the H-2A or guestworker program, used by agricultural employers to contract seasonal foreign workers, primarily from Mexico. In its current form, the H-2A program simply does not provide workers enough legal protections to allow a nongovernmental initiative such as this one to function properly. For example, an H2A worker who feels he/she has been fired unjustly has no effective right to remain in the U.S. to participate in a Conflict Resolution Procedure such as the one required by these standards. Furthermore, some of the wage deductions stipulated under H-2A would also violate provisions of these standards. It is possible that in the future the guestworker program will be replaced or modified by legislation that respects workers’ rights to a sufficient degree to amend this provision. Other voluntary programs in the U.S., as well as programs in other nations, must be evaluated on a case-by-case basis.

34 **5.1.8 Compliance**

35 The Employer will not engage or participate in voluntary programs or practices that
36 prevent or prohibit full compliance with the standards set forth in this document. The
37 employer does not hire and fire workers on a continual basis to avoid providing
38 regular employment. There is no indication that sub-contracting, homeworking,
39 apprenticeships or other methods are used to avoid providing regular employment and
40 direct contracting.
41

42 **5.1.9 Termination**

- 43 a. No worker will be disciplined or terminated without just cause.
44 b. Upon the worker’s request, the worker has the right to have a union representative
45 or other worker representative of their choosing present during any disciplinary
46 interview.

- c. Any worker who is found to have been disciplined or discharged unjustly through use of the Conflict Resolution Procedure of the certification body that certifies the farm by which the worker is employed, will be reinstated and will be compensated for loss of earnings during the period of the related discharge or disciplinary action.
- d. Workers have the right to terminate employment without restriction.

5.1.10 Training in legal rights

- a. In a timely manner after initial employment, the employer will conduct, or otherwise provide for, training of his/her employees regarding their legal rights. This training must include a presentation to employees of additional rights granted them under AJP. All employees must receive a copy of the AJP workers’ rights pamphlet prior to or as part of this training.
- b. If not conducted by the farmer, such training will be conducted by local farm worker unions or other organizations, or in their absence, legal services or similar agencies.

5.1.11 Additional Benefits

- a. Workers receive free food or can purchase food from the farm at a discount.
- b. The employer does whatever possible to provide small loans at good conditions in case of need.
- c. Workers receive training in the farm’s practices to allow them to understand the farm’s methods of production, marketing and economics, and to improve their skills.

5.2 Child labor

Recommendation

Working with nurturing adults as their mentors is the traditional way that children or young people learn the complex craft of farming, and for this reason the development of mentoring programs for children should be encouraged. The certifier must develop a meaningful method for distinguishing child labor from the mentoring of children who belong to the farm family, are related to farm workers, or come from the local community.

Standards

- a. Hiring children for full-time labor on the farm is prohibited.
- b. Under no circumstances may children be given tasks that expose them to hazards or potential hazards such as agricultural chemicals or machinery while on the farm.

Child Labor: This is a subject for which we have so far failed to find language that we consider satisfactory. Therefore, we ask for guidance in the form of comments, critique, and suggestions regarding child labor guidelines. We agree that children should never be exploited as farm labor. However, we also agree that there is a deep value to children being “on the farm” People should be free to bring up their children as farmers, and children can benefit from being participants in farm life, as long as their labor is not exploited. Guidelines should probably differentiate children of the farm family from children of employees, but many questions remain. How are we defining “child”? What about children from the community? For example, in a Community Supported Agriculture (CSA) situation, these children can benefit tremendously from being an active part of the farm of which their family are members. What about small farms in the Global South where the labor of an older child may make it financially possible to educate younger children?

1 c. Children will not be kept from schooling in order to work on the farm; the employer
2 must facilitate the attendance of schooling programs by children of
3 employees.

4 d. The employer will provide for care of children of
5 employees who are present on the farm while their
6 parents are working on the farm.

7
8 **5.3 Wages and Benefits**

9
10 ***Recommendations***

11 Employees will receive a living wage. A living
12 wage is the net wage earned during a country’s
13 legal maximum work week, but not more than 48
14 hours, that provides for the needs of an average
15 family unit (nutrition, clothing, health care,
16 education, potable water, child care, transportation,
17 housing, and energy) plus savings (10 percent of
18 income).¹¹

19 Wages should allow for employees’ access to
20 culture and recreation.

21 In addition, social security obligations will be met, including benefits such as maternity,
22 sickness, and retirement benefits.¹²

23 Employers will be encouraged to adopt measures such as employee profit sharing in
24 order to fulfill the expectations outlined herein.

25
26 Employers should encourage the increased
27 participation and responsibility of employees on the
28 farm and provide wages and benefits commensurate
29 with such increased responsibility.

30
31 ***Standards***

32 **5.3.1 Economic Realities**

33 In the current economy, small agricultural producers
34 will not always be able to pay a living wage. When
35 this occurs:

- 36 a. Employers must document and justify their
37 inability to pay a living wage to their
38 employees.
- 39 b. Employers must fully disclose their financial
40 records to facilitate verification of their
41 financial status. Such financial records must

Employee pay ratios: We do not know if this ratio per se is the best to propose. For one thing, the applicability of this specific ratio to the reality in other nations, particularly low-income nations, must be evaluated. However, we affirm the principle behind this standard as universally applicable and desirable. In the case of the U.S., we believe that on most small-scale farms this ratio probably exists already or is close to existing. Only on large-scale farms with multiple tiers of hierarchy – which are not the objects of these guidelines--do we believe that this becomes a “politically” unrealistic goal.

Benefits: The issue of benefits, particularly in the international context, is complex. Adequate compensation to a worker injured on the job is a fundamental human right. The question is, in countries in which this right is not guaranteed, how would such programs be administered? In the U.S. for instance, agricultural workers are entitled to fewer benefits than workers in other industries under government programs such as unemployment coverage. In addition, it will be necessary to address the unique needs of very short-term workers (day workers for instance) vis a vis the granting of benefits.

- 1 be made available to both the
2 certifier and to employees and/or their chosen representatives.
- 3 c. Actual wages must be determined through a negotiation process between the
4 employer and democratically chosen representatives of employees.
 - 5 d. In no case will wages fall below prevailing wages for equivalent work for that
6 region. This, however, shall be viewed as a floor only justified by short-term
7 economic hardship, and wages will be expected to increase.
 - 8 e. In no case will the ratio of lowest paid employee to highest paid (including the
9 farm owner/employer) be greater than one to four, in accordance with principles
10 of a democratic workplace.
 - 11 f. The employer must implement a plan to reach the goal of a living wage and, with
12 participation of workers and/or their representatives, develop a process by which
13 progress towards that goal is measured.
 - 14 g. Wages of employees shall increase with increased profitability (net income) of the
15 farm.
 - 16 h. Payments are regularly done and on fixed days.

17
18 **5.3.2 Right to benefits**

- 19 a. Employees are entitled to workers compensation, disability, and unemployment
20 coverage. Employers are encouraged to provide health insurance whenever possible.

21
22 **5.3.3 Day of rest**

- 23 a. All employees are entitled to at least one day of rest out of every seven.
- 24 b. Employers may not normally require a worker to work more than an average of
25 48 hours per workweek, with the understanding that such a requirement will
26 occasionally be necessary. Work beyond this average on an ongoing basis (more
27 than for brief harvest periods, for instance) must be agreed to by the worker on a
28 voluntary basis. We recognize that farms have peak harvest periods and farm
29 workers often prefer to maximize earnings.
- 30 c. Employers must develop an overtime policy in negotiations with democratically
31 chosen worker representatives, with the understood goal of providing overtime
32 pay to employees who work in excess of this average.
- 33 d. We may consider adding to this section regarding overtime either as
34 recommendations for a negotiated agreement, or as the bare minimum AJP
35 requirements:
- 36 e. Overtime (hours logged over 40 per week) hours are well documented and this
37 documentation is shared with workers at their request.
- 38 f. Overtime is not obligatory
- 39 g. Time lost due to machine stoppage and other events beyond the control of
40 employee other than adverse weather conditions are fully remunerated even for
41 short-term hourly paid labor.

¹¹ Definition adopted by Living Wage Summit, July 1998, Berkeley, CA; citation from “Codes of Conduct: From Corporate Responsibility to Social Accountability”, by Lynda Yanz and Bob Jeffcott, Maquila Solidarity Network, Sep 1999

¹²As recommended by IFOAM

- 1 a. Unproductive time due to poor weather conditions is fully remunerated.
- 2 b. If accommodation or other in-kind remuneration is offered, worker can
- 3 choose freely .
- 4

5 **5.3.4 Seniority**

- 6 a. Employers shall implement a seniority policy for those workers continuously
- 7 employed and those who return for successive seasons.
- 8

9 **5.3.5 Equal pay for equal or equivalent work**

- 10 a. All workers performing the same task will be paid the same wages. (NOTE: This
- 11 clause shall not prohibit the employer from developing pay scales based upon
- 12 seniority as outlined above or based upon productivity or other measurable
- 13 indicators that are documented by the employer.)
- 14

15 **5.3.6 Right to return to seasonal position**

- 16 a. In the case of seasonal employment,
- 17 workers must have the right to return for
- 18 employment in successive years or seasons, in
- 19 accordance with seniority, unless the
- 20 employer can provide justification for denying
- 21 re-hiring.
- 22

23 **5.3.7 Penalties and deductions**

- 24 a. Provisions such as initial deposits, excessive
- 25 and unwarranted deductions, or withholdings
- 26 of any pay until the end of the season are
- 27 prohibited.¹³
- 28

29 **5.3.8 Leave of absence**

- 30 a. Workers must be granted unpaid leaves of
- 31 absence of appropriate length for maternity or
- 32 paternity leave, or medical or family
- 33 emergencies.
- 34

35 **5.3.9 Records of Employment**

- 36 a. Employers must keep records of part time seasonal workers, including pay and
- 37 conditions and duration of employment.
- 38

39 **5.4 Housing**

40 ***Recommendation***

41 All employer-provided housing must be safe and sanitary. Housing must conform to

42 government regulations where they exist.

43

44

Overtime: This issue has not been fully resolved, and perhaps cannot be except on a farm-by-farm basis. We recognize that farm work currently involves long hours for low pay for small farmers and farm workers alike, and recognize the difficulty in reaching this goal as a matter of practical reality. So long as farm work is undervalued in our society, both groups will continue working such long hours “voluntarily,” because of the need to make a minimum income to survive. Our experience in the U.S. is that farm workers will most often choose to work all hours offered to them, far in excess of 48 hours per week, due to economic desperation. A truly sustainable and just agricultural system will not require such long hours to be worked by farmers or farm workers. These standards intend to promote some movement in that direction.

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Standards

5.4.1 Tenants Rights

- a. Workers living in employer-provided housing must be provided full visitation rights, i.e. the right to receive visitors of their choosing. Such visitors might include but are not limited to friends, family members, representatives of unions or other organizations promoting the welfare of workers, or health care workers. Note: This provision does not preclude the employer from developing reasonable rules for on-site housing designed to prevent unlawful tenants, or to limit noise or other disturbances to neighbors and/or other residents.
- b. Workers living in employer-provided housing have a right to privacy. The employer/owner has a right to inspect and enter the housing for the purposes of routine maintenance and/or repairs, but must whenever possible notify residents beforehand. Such work must be done with a minimum of disturbance to any personal belongings.
- c. Workers who are terminated from employment before the time period specified by their employment contract and who choose to appeal such termination through the Conflict Resolution Procedure will retain the right to remain in employer provided housing while the appeal is pending.

5.4.2 Protection from contamination

- a. Employers must provide a buffer zone between worker housing and fields or other areas where potentially hazardous substances are applied or stored. (Employers who document that absolutely no hazardous substances are used, including manure, dust, and those that are approved for use on certified organic farms, are exempt from the requirement to provide a buffer zone.)
- b. This buffer zone must protect housing and water supplies from drift, direct application, and contamination from agricultural chemicals.

5.4.3 Fair rent

- a. Where rent is charged to workers (in localities in which this practice is legal):
 - a. Rent must never be higher than rates charged in the local market for equivalent housing.
 - b. Wages must be sufficient to justify charging rent.
 - c. Rents must not compromise the stated goal of providing each worker a living wage.
- b. Housing must conform to legal requirements, including health and safety:
 - a. The housing provided must be weather proof, solid, spacious enough to accommodate number of people living in it, have lighting and electricity, have fire escapes or well marked exits and fire extinguishers.

5.5 Health and Safety

¹³ As defined in ILO Conventions #95 (Protection of Wages) and #105 (Abolition of Forced Labor).

1 These standards will be used in the context of organic production practices. Even on
2 organic farms some natural materials, such as rotenone, and sulfur, can cause irritation
3 and health related problems.
4 For application of these Social Justice standards to conventional farms, more explicit
5 standards regarding the use of agri-chemicals and other hazardous substances on the farm
6 must be developed.

7
8 **Principle**

9 Farmers must protect the health and safety of all farm workers by minimizing exposure to
10 pesticides and other harmful agricultural inputs.

11
12 **Recommendation**

13 The employer should make every effort to involve workers and their representatives in
14 the addressing of health and safety concerns. For instance, wherever possible employers
15 should facilitate the conducting of health and safety trainings by qualified farm worker
16 unions or similar organizations, or in coordination with such organizations.

17
18
19 **Standards**

20 **5.5.1 Safe workplace**

- 21 a. The employer must provide a safe and sanitary working environment, and develop
22 a health and safety plan consistent with the specific nature of the workplace.¹⁴

23
24 **5.5.2 Safety training**

- 25 a. Employers must provide timely trainings for workers regarding workers' legal
26 rights related to worker protection, pesticide safety, and requirements for
27 sanitation and food safety. In the U.S., as required by law, employers must ensure
28 that agricultural workers are trained in the EPA Worker Protection Standard. For
29 the purposes of AJP, employers are encouraged to utilize a qualified farmworker
30 organization to conduct the training. Health and safety trainings required by law
31 in other jurisdictions must be implemented.
- 32 b. Employers must conduct safety training before new employees are exposed to any
33 potential toxins or workplace hazards.

34
35 **5.5.3 Access to medical care**

- 36 a. Workers must have access to adequate medical care of their choice.
- 37 b. The employer is responsible for providing transportation for workers to medical
38 care, or for facilitating the timely arrival of medical personnel to the farm to care
39 for employees.
- 40 c. In case of work related accidents, the employer must provide worker's
41 compensation or other comprehensive medical insurance coverage.

42
43 **5.5.4 Rest and sanitary facilities**

- 1 a. Employers must allow workers sufficient breaks to allow for periodic rest,
2 consumption of water, use of sanitation facilities, and the prevention of heat-
3 related ailments.
4 b. Employers must provide field sanitation facilities.
5 c. Employers must provide safe and clean water to workers for consumption, hand
6 washing, and household use in the case of employer-provided housing..
7 d. In cases in which workers work for short periods of time in distant fields, and
8 the employer is not legally required to provide sanitation facilities, such as
9 exemptions for smaller operations, the employer may in lieu of providing on site
10 facilities, provide the workers with independent means of transportation to travel
11 to sanitation facilities. In this case employees must be given explicit instructions
12 to make use of this as needed. All time including travel to and from the
13 sanitation facilities will be on the clock
14

15 **5.5.5 Accident rate**

- 16 a. An accident or injury rate higher than the average for similar operations in the
17 region is unacceptable and must be fully explained to the certifier.
18 b. In such a case the employer must develop a comprehensive plan to lower the
19 accident rate in an efficient manner. The timely implementation of this plan will
20 be monitored by the certifier.
21 c. Employers must document all workplace accidents and injuries and retain such
22 records for at least five years after the date of the incident.
23

24 **5.5.6 Reduction of accidents**

- 25 a. Employers must demonstrate a commitment to continual reduction of the injury
26 and accidents rate in the workplace.
27

28 **5.5.7 Health and Safety Committee**

- 29 a. Employers must maintain a Workplace Health and Safety Committee which meets
30 regularly to address relevant issues.
31 b. In the absence of union representation, employee representatives on the
32 committee must be chosen democratically by employees.
33 c. Members of the committee must have free access to all documents and
34 information pertinent to issues of health and safety, as long as such access does
35 not violate the privacy rights of any individual employee.
36 d. On those farms with only one or two employees, employers will meet regularly
37 with such employee(s) to address workplace health and safety in the manner
38 described above. The right to access documents and information as described
39 above applies equally to such employee(s).
40

41 **5.5.8 Right to know about toxic materials**

- 42 a. Employers must provide information to workers about the hazardous and toxic
43 materials used in their workplace including but not limited to agricultural
44 chemicals and genetically modified organisms.

¹⁴ Protection from hazardous employment is outlined in ILO Convention 138.

- 1 b. Employers must provide workers with unimpeded access to label information and
2 other written information in their possession pertaining to the potential toxicity of
3 materials used in the workplace.
- 4 c. Provisions such as oral presentations must be made for workers who are not fully
5 literate or unable to read the information in the language provided.

7 **5.5.9 Least toxic alternative**

- 8 a. If hazardous or toxic substances (including agricultural chemicals and/or
9 genetically -modified organisms) are used in the workplace, the employer must
10 provide written documentation about why less toxic alternatives have not been
11 implemented.
- 12 b. The employer must implement a plan to steadily reduce the use of hazardous and
13 toxic substances and replace them with proven non-toxic alternatives. Note: The
14 certifier may exempt from this requirement any farmer whose use of hazardous
15 and toxic substances is already minimal or non-existent.

17 **5.5.10 Retention of injured workers**

- 18 a. Employers must make every effort to maintain the employment of workers who
19 are injured on the job by providing a job that is compatible with any physical
20 limitations due to their injury. Such workers must receive wages comparable to
21 those earned before the injury. The injured worker will receive a job compatible
22 with the injury and receive pay for that position at a rate based on worker's
23 seniority from previous position
- 24 b. In the event that no such employment is possible, the injured worker will receive
25 compensation as provided in Worker Compensation or Disability statutes of the
26 applicable jurisdiction.

28 **5.5.11 Choice of Health Providers**

- 29 a. Workers shall have the opportunity to select and submit the names of
30 health care providers - to any list of qualified doctors for the purposes of
31 worker compensation and disability programs.

33 **5.5.12 Protection from Hazards**

- 34 a. Pregnant employees and employees under the age of 18 may not, under any
35 circumstances, perform potentially hazardous tasks (including exposure to
36 hazardous substances).
- 37 b. Pregnant employees and employees under the age of 18 must be assigned tasks
38 commensurate with their physical limitations.

40 **5.5.13 Health and safety violations**

- 41 a. Repeated health and safety violations, and/or any one gross violation resulting in
42 real or potential serious harm to workers is considered to be a major violation of
43 these standards and shall be grounds for revocation of certification.

45 **5.6 Interns and Apprentices**

1 **Recommendations**

2 Because interns/apprentices are stakeholders in the food production system, certifiers
3 must also allow for their representation in the process of setting standards and policies.

4
5 **Standards**

6 **5.6.1 Intern/apprentice rights**

- 7 a. Since interns/apprentices work primarily for the educational experience rather
8 than for economic compensation, they are exempt from the portions of these
9 standards related to economic compensation. Instead, the intern/apprentice and
10 the farmer shall agree on a fair stipend to cover the living expenses of the intern
11 while compensating the farmer for providing instruction.
- 12 b. To ensure that farmers do not classify workers as interns or apprentices in order to
13 make inappropriate use of this exemption, employers must document the
14 educational opportunities made available to the interns/apprentices.
- 15 c. Employers must comply with the other provisions of these Social Justice
16 Standards with regard to their use of labor from interns/apprentices including
17 provision of the right of interns/apprentices to organize and bargain collectively.

18
19 **5.6.2 Contracts**

- 20 a. Employers must formalize their relationship with interns/apprentices through
21 contracts that include at least the following administrative provisions:
- 22 a. The intern/apprentice's working conditions.
 - 23 b. Methods of evaluation for providing regular feedback and for mutual
24 evaluation at the end of the internship.
 - 25 c. Disciplinary procedures.
 - 26 d. The stipend to be provided to the intern/apprentice by the farmer.
 - 27 e. Housing to be provided, if any.
 - 28 f. The farmer's expectations for working hours and types of labor to be
29 provided.
- 30 b. The contract must also cover the opportunities to be provided by the employer for
31 the intern/apprentice to meet educational goals either at the farm or through visits
32 to other farms, conferences, workshops, or other appropriate means, including at
33 least:
- 34 a. The subjects about which the intern/apprentice desires to learn.
 - 35 b. The educational approach of the farm (hands-on, classroom style).