

3.0. Farmer Responsibilities to Farm Employees and Interns

Employees of food businesses other than farms are covered under section 4.0.

Principle

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

Standards

3.1. Labor Rights

3.1.1. Freedom of association

- a. All workers have 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. This right must be explicitly included in the employee contract and policies.
- b. Workers with claims of employer retaliation for the exercise of these rights shall have access to an efficient and fair conflict resolution procedure to resolve the dispute in question.
- c. 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.

3.1.2. Negotiation process

- a. The employer will recognize and negotiate in good faith the terms of employment with (a) any employee, in the case of a single hired worker, (b) any group of employees, in the case of more than one hired worker, who choose to bargain collectively or (c) representatives democratically chosen by employees, which could include union representation, free from employer or supervisor interference or intimidation. All references to negotiating and negotiating rights contained in these standards shall be interpreted to apply to one of the three above categories, as appropriate in each particular case.
- b. Contracts between employer and employee will contain requirements for all disputes to be handled in a speedy fashion with imposition of penalties for actions conducted without “good faith.”
- c. If either party is found to be negotiating in bad faith, the farmer will allow access to the conflict resolution procedure outlined by AJP.
- d. *Employers and workers may develop a 5-year plan (with 1 year goals by which progress can be measured) for improving the fairness and equity of the operation.*

3.1.3. Conflict resolution procedure

- a. The employer must have in place an internal conflict resolution procedure available to all workers. This procedure must include a multi-step process to use in cases when conflicts cannot be resolved in the first attempt. Workers who have complaints against their employer related to workplace practices including employer retaliation for workers’ submission of complaints, and who are not satisfied with the result of the internal conflict resolution procedure (which may include an option for seeking assistance from a dispute settlement center), will be able to present their case through the AJP Conflict Resolution

Procedure. Workers must be informed of this process and how to access it as part of their employee training.

3.1.4. Transparency and full disclosure

- a. All employees will receive a written contract and/or a written personnel policy manual containing the terms and conditions of employment. Employers will provide workers with a copy of the contract and/or manual defining working conditions and the disciplinary procedures that are followed in the workplace. Contracts must be written in the worker's native language or in another language accessible to the worker.
- b. Contracts must include: rights and responsibilities, wages and method of payment, location and type of work (job description), hours of work and overtime requirements and rates, access to trade unions, complaints procedure, conflict resolution procedure as outlined above in 3.1.3, health and safety procedures, disciplinary procedure, holiday pay, sick pay or sickness benefit or leave, compensation for injury (e.g. worker's compensation), worker's right to terminate the employment, worker's right to recover wages in cases of farm bankruptcy and the right to make public the nature of any dispute if they so choose with the exception of disclosure of confidential or proprietary information, and layoff and recall policies and criteria, and other benefits such as pensions, maternity/paternity leave,.
- c. Any subsequent changes in this contract will be negotiated with employees or with their representatives, democratically chosen, free from employer or supervisor interference or intimidation.
- d. Employers will maintain adequate records in employee files including wages and other remuneration, performance reviews, and any disciplinary actions taken. This applies to seasonal workers as well and in such cases file will include duration of employment for all seasons worked. Workers will have free access, upon request, to their own employee files. Farmers will provide workers with a copy of their own employment records upon request.
- e. Workers will be provided documents, as well as a presentation, in their native language, or if not possible, in a language in which they are fully fluent, detailing their rights and responsibilities, as well as other provisions granted by these standards in a timely manner after initial employment.
- f. Farmers will present information to workers orally to ensure that workers understand their employment contract and any other work-related written documents.
- g. Regular meetings between management and workers will be held during paid working hours.

3.1.5. Anti-discrimination clause

- a. Employer will not discriminate against any employee or prospective employee, in hiring, wages, benefits, or any other capacity, on the basis of race, creed, color, national or ethnic origin, nationality, gender, gender identity, age, handicap or disability (including HIV status), union or political activity, immigration status, citizenship status, marital status, or sexual orientation.¹¹

¹¹ This standard does not restrict an employer from complying with legally required procedures such as in the USA I-9 verification procedures.

- b. Employers must not display favoritism in the assigning of work tasks or other working conditions.

3.1.6. Human relations

- a. All employees will be treated with dignity and respect.
- b. No physical, psychological, verbal, or sexual harassment or abuse is tolerated.
- c. No corporal punishment is allowed.
- d. Deductions from wages as a disciplinary measure are not practiced.
- e. Employer does not retain worker's original legal documents for a period longer than demanded by law.
- f. Employer does not retain any part of a worker's salary or benefits.

3.1.7. Regular performance reviews

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

3.1.8. Recruitment agencies

- a. If the employer uses agencies to recruit employees, such agencies must be in compliance with all legal requirements.

3.1.9. Direct hiring

- a. The employees will be hired directly by the farm owner.
- b. Intermediaries such as labor contractors shall not be used by AJP compliant farms, without receiving an approved certifier variance based on the tiered steps in 3.1.10 below. Before seeking variance for direct hire employer must first post or advertise labor need to the local community in an attempt to hire qualified individuals directly.

3.1.10. Labor contractors

- a. When using a labor contractor, the farmer is responsible along with the contractor for the terms of employment and working conditions while the contracted workers are working on the farm. The farmer must **agree to or** adopt legal **employer or** joint employer status for all who work on the farm. This must be explicitly stated in written form such as a written disclosure or as part of the farm employee manual. All wages, terms of employment, benefits, etc. (except for length of employment) must be extended equally to contracted workers. The one exception to this standard is for the use of any subcontractors performing extraordinary **and non-farm business** functions such as plumbing or electrical work by businesses which are engaged in independently established trade
- b. In the case of a documented need for the use of a labor contractor in any of the following scenarios, the farmer will follow all pertinent laws, including but not limited to using licensed contractors.

3.0. Farmer Responsibilities to Farm Employees and Interns

- c. If there is a dispute or grievance at the worksite, an employer cannot use a labor contractor or employment agency in any of the below scenarios to interfere with the grievance or conflict resolution process.

Scenario One:

- d. The farm employers seeking variance to direct hire shall first document their need and report such need to their certifier (including documentation that the farmer advertised locally for workers and was unable to find qualified workers).
- e. Secondly, such farmers shall seek to work collaboratively with an organization representing agricultural workers, rather than a labor contractor, and farm owner must document this effort. If, such collaboration is successful and the worker organization serves as an intermediary on an on-going basis then the worker organization will be included in the certifier's audit of the farm. If the worker organization's role is only to identify workers that are then hired directly by the farm owner then these employees are covered under employee rights for directly hired workers in this section.
- f. Thirdly, if such collaboration is not possible then farmer will submit an initial request to the certifier (including documentation of the above steps) to use an AJP compliant labor contractor (which may either be an independent AJP certified labor contractor or a labor contractor that is fully audited in addition to the farm, and in compliance throughout their business with all AJP standards for which they have direct control^[1]). In subsequent years, the farmer will submit justification to the certifier for continued use of the same labor contractor (and this labor contractor will be either AJP certified or part of the annual farm audit).

Scenario Two:

- g. Farmers failing the above requirements but remaining in need of contracted farm labor shall be granted a transition period based on a plan approved by certifier and recognized by AJP for the elimination of all non-AJP approved contractors or the development of an alternative service which is AJP compliant.
 - i. The exact period of this transition must be satisfactorily completed within a maximum of two consecutive farming seasons or one 18 -month period, whichever is shorter. Such approved transition plans shall remain under certifier and AJP supervision.
 - ii. Such transition plans shall not only be limited in time but cannot represent more than 20 percent of the total labor hours and no more than 25 days annually of total farm labor used during this period.
 - iii. Such approved transition labor contractors must maintain a clean labor violation record and farmer must discontinue use of labor contractor if notified by AJP of a labor violation on the part of the labor contractor.

Scenario Three:

- h. Emergency exemption – Farmers who suffer temporary unforeseen labor crisis due to severe weather, natural disasters, or other such unexpected calamities or unexpected loss of existing labor force shall have the right to seek emergency labor through any means. Under no circumstance shall this occur other than for documented and fully temporary emergencies. Post emergency, the farmer must submit to the certifier, an explanation of

the emergency situation, labor contractor and labor used and timeframe, as well as a plan for how such emergency needs for labor could be more compliant with AJP standards in the future.

3.1.11. Forced labor

- a. Forced labor including bonded or involuntary prison labor, is prohibited in any form. This includes indirect forms of coercion including withholding of pay, debt or payment of deposits (other than reasonable security deposits on housing if provided), extortion, or physical or psychological threats or abuse.

3.1.12. Family working relationships

- a. Employment is not conditional on the employment of the domestic partner. Domestic partners have the right to work elsewhere.
- b. Domestic partners shall not be direct supervisors of one another.

3.1.13. Compliance

- a. The employer will not engage or participate in voluntary programs or practices that prevent or prohibit full compliance with the standards set forth in this document. In the U.S.A., this currently includes guestworker visa programs including h2A and h2B.ⁱⁱ
- b. The employer does not hire and fire workers on a continual basis to avoid providing regular employment. There is no indication that sub-contracting, homeworking, apprenticeships or other methods are used to avoid providing regular employment and direct hiring.
- c. Employers will not use independent contractors to avoid an employer-employee contract.
- d. Negotiations with independent contractors will be in good faith. Contracts will outline terms of work including timeframe, pay that is considered fair to both parties, payment method, deliverables, terms of terminating the contract, resources to be provided to contractor and resources contractor is required to supply themselves, any additional benefits, and an explicit anti-discrimination clause that complies with the AJP standards.
- e. All relevant federal, state, and local laws covering working conditions, health and safety, and terms of employment must be complied with.¹² It is the responsibility of the employer to know his/her legal obligations and to comply.

3.1.14. Termination

- a. No worker will be disciplined or terminated without just cause. The enterprise has a documented disciplinary procedure with a system of warnings before any dismissal, and employees must be given full details on why they are being dismissed.
- b. Upon the worker's request, the worker has the right to have a worker representative or union representative of their choosing present during any disciplinary interview.
- c. Any worker who is found to have been disciplined or discharged unjustly through use of the Conflict Resolution Procedure will be:
 - i. Reinstated and compensated for loss of earnings during the period of the related discharge or disciplinary action or
 - ii. If reinstatement is not the desire of both employee and employer, the employer will offer a mutually agreeable severance package.

¹²AJP guidance on employee immigration status is covered separately.

3.0. Farmer Responsibilities to Farm Employees and Interns

- iii. In the case of a worker being found to have been fired unjustly, employer will not blacklist them formally or informally.
- d. Workers have the right to terminate employment without restriction.
- e. Employers must have a policy on factors they will consider when making decisions about lay-offs if such a situation arises. This policy must include (but is not limited to) consideration of seniority. This policy must be part of the employment contract with employees (and therefore negotiated by individuals, or worker representatives democratically selected by employees in the case of collective bargaining.) The employer will give employees notice of a pending lay-off in writing as soon as he/she is aware of the financial necessity of such a decision, and at least 14 days. Employer must share financial details of need for lay-off with employees with written notice. The employer must provide final paychecks immediately upon termination by lay off.
- f. The employer must also have a policy that is included in the employee contracts and/or personnel manual that outlines the criteria that will be used for recalling employees.

3.1.15. Training for farm employees and interns

- 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 as employees. 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. Employers must post in an area accessible to and frequented by employees information regarding their rights under AJP.
- c. *If not conducted by the farmer, such training may be conducted by local farm employee unions or other organizations, or in their absence, legal services or similar agencies.*
- d. Employer must provide contact information of local or regional worker advocate groups and AJP sponsored worker groups posted in plain sight along with other required postings for employees
- e. All trainings must include opportunities for worker questions to be addressed and concerns to be raised. The exact format can vary depending on context but should always be more than the simple submission of written materials to employees to read on their own time, and should take into account employees who do not have sufficient reading skills to understand written materials.

3.2 Child Labor

- a. Hiring minors (under 18) for full-time labor is prohibited. In countries where young people can legally leave school at the age of 16, these standards would allow the full-time employment of 16 to 18 year olds if it can be documented that the minors either completed high school or left school voluntarily.
- b. Under no circumstances will minors be given tasks that expose them to hazards or potential hazards such as chemicals or machinery. Minors should not work at night, and all loads carried or lifted or other physical demands placed on them should be age appropriate. Minors should be carefully supervised. Minors will be assigned tasks commensurate with their physical limitations.
- c. Minors will not be kept from schooling or school work in order to work on the farm.

3.0. Farmer Responsibilities to Farm Employees and Interns

- d. The employer must facilitate the attendance of schooling programs by children of employees.
- e. *Employer may facilitate attendance of other educational programs by minors that may be available and allow opportunities for parents of school age children to work part time whenever feasible.*
- f. The employer will provide for care of children of employees who are housed on the farm while their parents are working on the farm.

3.3 Wages and Benefits

3.3.1. Living wage

- a. Employees will receive a living wage, defined as the net wage earned during a country's legal maximum work week, but not more than 48 hours, that provides for the needs of an average family unit (nutrition, clothing, health care, education, potable water, child care, transportation, housing, and energy), plus savings (10 percent of income). The amount of a living wage will vary by region. A living wage can be inclusive of non-monetary fringe benefits.
- b. Wages will allow for employees' access to culture and recreation.
- c. Farmers will phase out or eliminate piece rate. Employers must not use other requirements that are a practical equivalent with piece rate, such as a minimum required harvest in order to earn the hourly rate. When piece rate is still in use (during phase out) it must be an hourly equivalent that complies with the living wage standards for all employees.
- d. Employer will make clear to employees in pay stubs or other equivalent records submitted to the employee: the wage rate, all legally required deductions and other mutually agreed upon deductions, for instance for employer-provided housing.
- e. *If fair trade brings a higher revenue to the business, employers may increase wages and benefits for workers first.*
- f. *Employers may provide year or season-end bonuses to employees.*
- g. For pay increases a clear policy will be developed and communicated to workers based on criteria that could include seniority, job performance based on transparent evaluations, and business profits.
- h. *Employers may develop mechanisms that encourage increased participation and responsibility of employees in the enterprise and provide wages and benefits commensurate with such increased responsibility.*
- i. *Farms may provide year round employment for their workers.*

3.3.2 Economic realities

In the current economy, agricultural producers will not always be able to pay a living wage. When this occurs the following standards apply.

IF UNABLE TO PAY LIVING WAGE:

- a. Employers must document and justify their inability to pay a living wage to their employees.

IF UNABLE TO PAY LIVING WAGE:

- b. Employers must disclose their financial records and cost of production data sufficient to verify their financial status and allow for fair and transparent negotiations. Such financial records must be made available to both the certifier and to employees and/or their chosen representatives.

IF UNABLE TO PAY LIVING WAGE:

- c. Actual wages must be determined through a negotiation process between the employer and individual employee or democratically chosen, free from employer or supervisor interference or intimidation, representatives of employees.

IF UNABLE TO PAY LIVING WAGE:

- d. In no case will wages fall below prevailing wages for equivalent work for that region. This, however, shall be viewed as a floor only justified by short-term economic hardship, and wages will be expected to increase.

IF UNABLE TO PAY LIVING WAGE:

- e. In no case will the ratio of lowest paid employee to highest paid (including the farm owner/employer) be greater than one to eight, in accordance with principles of a democratic workplace.

IF UNABLE TO PAY LIVING WAGE:

- f. The employer must implement a plan to reach the goal of a living wage and, with participation of workers and/or their representatives, develop a process by which progress towards that goal is measured.

IF UNABLE TO PAY LIVING WAGE:

- g. Wages of employees shall increase with increased profitability (net income) of the farm.

3.3.3. Right to benefits

- a. Employers will provide employees workers compensation, disability, and unemployment coverage, social security, sick leave (unpaid at least), and maternity or paternity leave.
- b. Employers will never require an employee to work who is ill or requiring medical attention.
- c. Employer will not discipline a worker in any way for missing work due to illness or illness in the family (this does not preclude the employer from requiring the employee to notify the employer as soon as possible and/or to provide healthcare provider note or documentation of illness for long absences).
- d. *Employers may offer paid sick leave.*
- e. In those jurisdictions in which certain benefits such as workers compensation do not require the inclusion of agricultural workers, and such programs are unavailable on a voluntary basis, employers must document a reliable alternative method that will adequately provide for financial needs of employees injured or disabled on the job. (Such coverage is mutually beneficial as it should also provide protection to the employer from excessive liability exposure in the case of a work-related accident or injury.)

3.3.4. Day of rest and overtime

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

- a. Employers must comply with all laws pertaining to overtime and total hours worked per week, as well as the standards outline here.
- b. Employer will provide all employees at least one day of rest out of every seven.
- c. Time lost due to machine stoppage and other events beyond the control of the employee other than adverse weather conditions will be fully remunerated even for short-term hourly paid labor.
- d. Employers will not require a worker to work more than an average of 48 hours per workweek. Work beyond this average must be agreed to by the worker.
- e. Employers must develop an overtime policy (in negotiations with employees or their democratically chosen worker representatives if they so choose, free from employer influence or intimidation), with the understood goal through continual improvement of providing overtime pay (time and a half) to employees when not required by law. Overtime hours (logged over 48 per week) will be well documented and this documentation shared with workers at their request.
- f. Employers will plan for and make every effort to provide alternative work to employees during otherwise unproductive time due to poor weather conditions.
- g. Employees must know if overtime is mandatory before signing an employee agreement or taking a job.
- h. Special consideration must be given regarding overtime requirements for employees who have children they must be home to care for.

3.3.5 Seniority

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

3.3.6. Equal pay for equal or equivalent work

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

3.3.7. Right to return to seasonal position

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

3.3.8. Penalties and deductions

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

¹ As defined in ILO Conventions #95 (Protection of Wages) and #105 (Abolition of Forced Labor).

3.3.9. Leave of absence

- a. Workers must be granted unpaid (at least) leaves of absence of appropriate length for maternity leave, paternity leave, or medical or family emergencies, in accordance with the Medical and Family Leave Act and any additional agreements reached between the Employer and the Employees.
- b. *Employers may provide paid leaves of absence of appropriate length for maternity, paternity, medical or family emergencies and other types of leave.*
- c. *Employers may develop similar policies for seasonal employees.*

3.3.10. Regular and timely payments

- a. Employers will pay workers regularly and in a timely manner and on fixed days, and no less frequently than every two weeks except at an employee's request.
- b. Payments must be properly documented, and the employer's records includes: rates of pay, hours worked, period of payment, details of deductions (for taxes, health insurance, etc), overtime worked, and net amount of wages due.
- c. Payment is made in legal tender (not in the form of promissory notes, vouchers or coupons).

3.3.11. Additional benefits

- a. *Employers are encouraged to offer additional benefits to employees in an effort to continually improve. Suggestions include (but are not limited to):*
 - i. *An enterprise that produces, processes, or sells food is encouraged to offer employees a discount on food purchases or free food.*
 - ii. *Employers providing meals to employees may do so at no or low cost (such as covering costs of providing such food).*
 - iii. *The employer is encouraged to do whatever possible to provide small loans at good conditions in case of need.*
 - iv. *Employees may receive advanced 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 and value to the business and to advance them in their field of work.*
 - v. *Employer may work toward providing all permanent workers (including regularly returning seasonal workers) full health insurance,*
 - vi. *Employer may work toward providing all permanent workers (including regularly returning seasonal workers) the benefits of a pension or retirement fund,*
 - vii. *Employer may offer profit sharing*
 - viii. *Employer may offer daycare at workplace or allowance for parents to leave on time to pickup children from school.*
 - ix. *Employers may institute a policy of paying time and a half for any work over 48 hours.*
 - x. *Employer may improve on health and safety policies, leave and retirement benefits, and job security above what is required by these standards.*

3.3.12. Payment of wages from settlements

- a. If the employer goes out of business or files for bankruptcy, the employee(s) is (are) first in line for payments on wages and other payments owed for completed work from the company assets. The employer cannot waive this right. The contract must contain a provision that guarantees the right of employees to recover unpaid wages and other owed payments from an employer.

3.4. Employer Provided Housing

3.4.1. Tenants rights and housing conditions

- a. All employer-provided housing must be safe and sanitary.
- b. Housing must conform to legal requirements, including health and safety: The housing provided must be weather proof, solid, spacious enough to comfortably accommodate number of people living in it (including adequate space for socializing during non-work hours), have lighting, electricity, potable water, toilets, and cooking facilities (unless all meals are provided by employer), and be maintained at a comfortable temperature (60-80 degrees Fahrenheit, unless otherwise preferred by tenants).
- c. Housing must have fire escapes or well marked exits and fire extinguishers.
- d. 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.
- e. 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, except for an emergency, notify residents. Such work must be done with a minimum of disturbance to any personal belongings.
- f. If employees are hired with no transportation of their own and housed in employer-provided housing, employer will work collaboratively with employees to ensure their adequate access to shopping and other necessities.
- g. 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 except in the case of acts of violence or sexual abuse or other cases in which the employer can document a physical threat or risk to the safety of others.
- h. *Employer provided housing may include proper facilities for recreation.*

3.4.2. 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.

3.4.3. Fair rent

- a. Where rent is charged to workers (in localities in which this practice is legal):
 - i. Rent must never be higher than rates charged in the local market for equivalent housing.
 - ii. Wages must be sufficient to justify charging rent.
 - iii. Rents must not compromise the stated goal of providing each worker a living wage.

3.5. Health and Safety

Principle

Farmers must protect the health and safety of all employees by minimizing exposure to pesticides, other harmful agricultural inputs, or other workplace hazards.

Standards

3.5.1. Safe workplace

- a. The employer must provide a safe and sanitary working environment, and develop a health and safety plan consistent with the specific nature of the workplace.¹⁴
- b. Farm must have adequate safety equipment: such as first aid kit, facilities for eye washing.
- c. All indoor workplaces must have adequate lighting, heating and ventilation.
- d. Fire exits, escape routes, firefighting equipment and fire alarms will be provided. They are properly marked and kept clear of obstruction, allowing swift and safe exit during emergencies.
- e. Electrical equipment, wiring and outlets must be properly placed, grounded and inspected for overloading and leakage by a qualified individual on a regular basis.
- f. Any transportation provided by the employer must be safe and in compliance with legal requirements.
- g. Employer will not send employees to work in dangerous conditions, such as unusual and potentially hazardous weather events.
- h. Employer will not pressure workers into lifting loads that are beyond what they can do safely.
- i. *Employers are encouraged to enable and work with workers to consider cutting edge health and safety issues and to develop workplace health and safety plan and achieve aims related to these innovations*

3.5.2. Safety training

- a. Employers must provide timely trainings for workers regarding workers' legal rights related to worker protection, pesticide safety, and requirements for sanitation and food safety. In the U.S., as required by law, employers must ensure that agricultural workers are trained in the EPA Worker Protection Standard. *For the purposes of AJP, employers*

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

3.0. Farmer Responsibilities to Farm Employees and Interns

are encouraged to utilize a qualified farmworker organization to conduct the training. Health and safety trainings required by law in other jurisdictions must be implemented.

- b. Employers must conduct safety training before new employees are exposed to any potential toxins or workplace hazards. This training must include proper lifting techniques and weight limits.
- c. Employers must educate employees on adequate ergonomic considerations to promote long-term well-being.
- d. *Employers are encouraged to make arrangements for unions or workers' organizations to conduct these trainings when possible.*
- e. All employees performing particularly hazardous tasks, such as but not limited to spraying, tractor or other equipment usage, must receive adequate and thorough additional training.

3.5.3. Access to medical care

- a. Workers must have access to adequate medical care of their choice.
- b. In the event of workplace injuries or illnesses, the employer is responsible for providing transportation for workers to medical care, or for facilitating the timely arrival of medical personnel to the farm or employer-provided housing to care for employees.
- c. In case of work related accidents, the employer must provide worker's compensation or other comprehensive medical insurance coverage.

3.5.4. Rest and sanitary facilities

- a. Employers must encourage workers to take sufficient breaks to allow for periodic rest, consumption of water, use of sanitation facilities, and the prevention of heat-related ailments, exposure to extreme weather events (including but not limited to high winds, fires, cold temperatures, and storms). Taking legally required breaks will be enforced without exception.
- b. Employers must provide field sanitation facilities within reasonable distance from the work site (in the USA the OSHA standard of a quarter mile or 15 minute walk maximum should be followed).
- c. Employers must provide safe and clean water to workers for consumption, washing, (and household use in the case of employer-provided housing).
- d. In cases in which employees work for short periods of time in distant fields, and the employer is not legally required to provide sanitation facilities, such as exemptions for smaller operations, the employer may in lieu of providing on site facilities, provide the workers with independent means of transportation to travel to sanitation facilities. In this case employees must be given explicit instructions to make use of this as needed. All time including travel to and from the sanitation facilities will be on the clock.
- e. If the employer requires employees to wear a uniform, the employer provides all workers with the required clothing free of charge.
- f. The farmer must provide all workers who are exposed to toxic materials with necessary working clothes and protective equipment appropriate to their tasks free of charge.
- g. The farmer must provide a dedicated area for undressing and washing with individual lockable storage facilities available to all workers, when workers are exposed to toxic materials or required to change clothing for work.

3.5.5. Work related accidents and injuries

- a. An accident or injury rate higher than the average for similar operations in the region is unacceptable and must be fully explained to the certifier.
- b. In such a case the employer must develop a comprehensive plan to lower the accident rate in an efficient manner, taking into account factors including average hours worked by employees, equipment maintenance, and adequate training and supervision. This plan will be implemented in a timely manner.
- c. Employers must document all workplace accidents and injuries and retain such records for at least five years after the date of the incident.
- d. If a worker is injured or disabled the company will cooperate with the employee in order to receive any available benefits from insurance or government programs, and agree to a mutually agreeable mediation process before taking any legal action to prevent the worker from receiving those benefits.
- e. When an accident occurs on the worksite or in employer-provided housing, or during transportation if employer provides transportation to workers on a regular basis, then the employer must seek medical attention for the employee without delay and facilitate the process of accessing adequate medical care for the employee.

3.5.6. Reduction of accidents

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

3.5.7. Health and safety committee

- a. For employers with 10 or more employees (including interns), employers must maintain a Workplace Health and Safety Committee which meets regularly to address relevant issues.
- b. In the absence of union representation, participation must be open to all interested employees or determined through a democratic process by employees.
- c. Members of the committee must have free access to all documents and information pertinent to issues of health and safety, as long as such access does not violate the privacy rights of any individual employee.
- d. On those farms with fewer than 10 employees (including interns), employers do not need to maintain an official committee, but will meet regularly with all employee(s) to address workplace health and safety in the manner described above. The right to access documents and information as described above applies equally to such employee(s).
- e. The employer should make every effort to involve workers and their representatives in the addressing of health and safety concerns.

3.5.8. Right to know about toxic materials

- a. Employers must provide information to workers about the hazardous and toxic materials used in their workplace including but not limited to agricultural chemicals and genetically modified organisms.
- b. Employers must provide workers with unimpeded access to label information and other written information in their possession pertaining to the potential toxicity of materials used in the workplace (for instance MSDS).

3.0. Farmer Responsibilities to Farm Employees and Interns

- c. Provisions such as oral presentations must be made for workers who are not fully literate or unable to read the information in the language provided.
- d. Workers handling hazardous materials must be provided with adequate training and personal protective equipment of good quality and in good condition at the employer's expense. Workers must always use such equipment and must never take it to their homes.
- e. Workers engaged in handling any potentially hazardous materials must be given medical examinations at regular intervals by a physician at the expense of the employer, and records of these examinations are kept in the workers file for five years.

3.5.9. Least toxic alternative

- a. Farmer shall provide organic certificate, plus a copy of the section of their organic plan where they list approved materials allowed in the certified organic operation in use or, if not certified organic:
- b. If toxic substances of any kind are used on the farm, the farmer must provide written documentation about how these meet the least toxic alternative that complies with bio intensive IPM criteria and how these criteria have been implemented, specifically:
 - i. The farmer must develop and implement a tiered least toxic alternative pest management plan that includes at a minimum:
 - A list of potential pest problems,
 - A first tier response using non-pesticide control of pests,
 - A second tier response that uses the least toxic alternative, which includes reduced risk pesticides to minimize risks to the ecological balance of the farm and to employees and interns.
 - ii. If the farm already uses toxic materials at the time of applying for certification, a plan to steadily reduce the use of these materials that complies with this least toxic alternative pest management plan standard must be implemented.
 - iii. The farmer will not use high-risk materials or high risk inert materials (see Appendix I).
 - iv. Farmer will not use GMOs.
 - v. Farmer will not use cloned animals.
 - vi. Farmer will not use nanotechnology.
- c. Chemical, physical and biological substances and agents used on the farm must be stored, issued, handled and used in such a way that health risks are minimized.
- d. After spraying pesticides on the farm, re-entry intervals as specified on the product label, MSDS, or user instruction manual must be strictly observed..

3.5.10. Retention of injured workers

- a. Employers must make every effort to maintain the employment of workers who are injured on the job by providing a job that is compatible with any physical limitations due to their injury. Such workers must receive wages comparable to those earned before the injury. The injured worker will receive a job compatible with the injury and receive pay for that position at a rate based on worker's seniority from previous position
- b. In the event that no such employment is possible, the injured worker will receive compensation as provided in Worker Compensation or Disability statutes of the applicable jurisdiction or other acceptable alternative if not a legal requirement.

3.5.11. Choice of health providers

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

3.5.12. Protection from hazards

- a. Pregnant employees may not, under any circumstances, perform potentially hazardous tasks (including exposure to hazardous substances).
- b. Pregnant employees must be assigned tasks commensurate with their physical limitations.

3.5.13. Health and safety violations

- a. Repeated health and safety violations, and/or any one gross violation resulting in real or potential serious harm to workers are not permitted.

3.6. Interns and Apprentices

Principle

Farm internships must provide the practical skill acquisition and learning necessary to become a farmer.

Standards

3.6.1. Intern/apprentice rights

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

3.6.2. Contracts

- a. Employers must formalize their relationship with interns/apprentices through contracts that include at least the following administrative provisions:
 - i. The intern/apprentice's working conditions.
 - ii. Methods of evaluation for providing regular feedback and for mutual evaluation at the end of the internship.
 - iii. Disciplinary procedures.
 - iv. The stipend to be provided to the intern/apprentice by the farmer.
 - v. Housing to be provided, if any.
 - vi. The farmer's expectations for working hours and types of labor to be provided.

3.0. Farmer Responsibilities to Farm Employees and Interns

- b. The contract must also cover the opportunities to be provided by the employer for the intern/apprentice to meet educational goals either at the farm or through visits to other farms, conferences, workshops, or other appropriate means, including at least:
 - i. The subjects about which the intern/apprentice desires to learn.
 - ii. The educational approach of the farm (hands-on, classroom style).

3.7. Continual Improvement

- a. Farmers are required to continually improve their hiring and employment practices as they relate to the principles of the AJP standards. Farmers must select an area in section 3.0 to work on and make progress annually. Farmers may select from one of the suggested/encouraged standards outlined by AJP in this section or develop a specific practice that aligns with the principles that is not outlined in the standards in this section.
- b. The farmer must document the area of specific selected improvement and progress towards this annually. If progress was not achieved the farmer must submit:
 - i. The efforts they engaged in during the year
 - ii. The reasons it did not work, and
 - iii. The revised plan for improvement for the next year

3.8. Community Relations

- a. *AJP certified farms are encouraged to cooperate with neighbors and to invest in their community for more sustainable and just community relations. Suggestions include (but are not limited to):*
 - i. *Developing a policy of hiring and training local people*
 - ii. *Purchasing from local and regional suppliers of products and services*
 - iii. *Providing resources to promote fair labor practices and living wages throughout the community.*
 - iv. *Supporting local schools, health and social services, cultural events and language classes and translation services.*