

## **DRAFT LABOR CONTRACTOR STANDARD**

*These standards are in draft form until AJP conducts a pilot program with a labor contractor interested in becoming certified. At this point, labor contractors are not eligible for certification without going through the AJP pilot process. Certifiers must contact AJP if an interested labor contractor applies or inquires about certification*

*These standards are also available for public comment and stakeholder input at this time. Please contact [agjusticeproject@gmail.com](mailto:agjusticeproject@gmail.com) with comments and input, or call 919-623-9516.*

### **7.0 Labor contractor responsibilities to Employees (farm or other non-farm business)**

#### ***Principle***

Contracted workers shall receive the same fair working conditions and just treatment as all other workers. Certified contractors will provide fair and just working conditions for all workers, not just those on certified farms and businesses.

#### ***Standards***

##### **7.1 Joint Employer Status and legal compliance**

- a. Labor contractors seeking certification shall adopt legal employer status for all workers, or joint employer status with all business owners to whom they provide contracted workers, not only for those farms or businesses that are AJP certified.
- b. Labor contractors seeking certification shall comply with all legal requirements related to labor rights, working conditions, and terms of employment throughout their business, not only for those farms or businesses that are AJP certified.

##### **7.2 Compliance with AJP standards**

- a. Labor contractors seeking certification shall comply with all AJP standards as employers, as outlined in Sections 3 and 4 of the AJP standard, for all employees throughout their business, not only for those farms or businesses that are also AJP certified. The only exceptions to this are outlined in this section below.

##### **7.3 Terms of Employment**

- a. All terms of employment such as wages, benefits, etc. must meet AJP standards, not only for those farms or businesses that are also AJP certified.
- b. It is recognized that there may be an added opportunity for increased wages and benefits for contracts specific to AJP certified farms or other operations.
  - i. In such cases the relevant AJP standards for wages and benefits must still be met in all cases.
  - ii. The contractor is required to fairly share any increased income from contracts with AJP certified farms or businesses, with employees.

#### **7.4 Working Conditions**

- a. All working conditions must meet AJP standards for all workers, not only for those farms or businesses that are also AJP certified.
- b. It is recognized that certain aspects of working conditions are determined not by the contractor but by the farm or business owner being contracted with. In the case of non-certified farms or businesses, such conditions may not in all cases fully meet AJP standards. For example, health and safety standards may not be met on a non-certified farm due to agro-chemical usage. In such cases:
  - i. The contractor must ensure that the farm or business owner is complying with all relevant legal requirements.
  - ii. The contractor shall do everything possible to move all conditions toward full compliance with AJP standards. For example, a small-scale farmer may in some states be exempt from providing field sanitation facilities to his/her employees. In such a case the contractor shall be responsible for providing such facilities to workers in compliance with the relevant standard.
  - iii. The contractor is responsible for removing any workers exposed to illegally hazardous conditions and relocate them to another worksite if the violation cannot be immediately resolved.
- c. If transportation is provided by the Labor contractor, the fee to the employees can only be deducted from employee's pay with employee consent, the fee cannot exceed the actual cost of the transportation, the fee cannot amount to more than 3% of that employee's daily wage and cannot reduce the daily wage to less than the federal minimum wage.

#### **7.5 Labor Rights**

- a. All workers must be afforded labor rights meeting AJP standards and these rights must be outlined in the contractor's employee policies and manuals, not only for those farms or businesses that are also AJP certified.
- b. It is recognized that in certain cases on non-certified farms and businesses being contracted with, the farm/business owners may not themselves recognize such rights. In such cases:
  - i. The contractor must ensure that the farm or business owner is complying with all relevant legal requirements.
  - ii. The contractor shall do everything possible to move all conditions toward full compliance.
  - iii. The contractor shall protect workers from any farm or business- initiated retaliation for exercising rights such as the right to freedom of association or filing grievances or complaints. In cases in which the business owner does not recognize these rights and is not legally required to do so, the contractor shall intervene on the worker's behalf to resolve the conflict, or when not possible, relocate them to another worksite.

iv. The contractor shall make it explicitly clear to all workers both verbally and written in a language they understand that they are to report any violations or issues originating with the farm or business owner / operator that cannot be directly resolved or in the case that they may wish to have support in resolving the issue.

**7.6 Contractor Responsibilities in Cases of Legal Violations by Farms or Businesses**

- a. In cases of contracts with non-certified farms or businesses, where the farm or business owner being contracted with is in violation of relevant laws:
  - i. The contractor shall make a good-faith effort to inform the business owner of their legal obligations and to resolve and remedy the situation.
  - ii. In cases where the farm or business owner refuses to remedy the situation or is repeatedly or chronically violating relevant laws, the contractor shall in the case of immediate hazards or acute gross violations, terminate the contract, or in other cases not renew a contract in the future.
- b. In cases of contracts with certified farms or businesses, the contractor is obligated to inform the certifier of any standards violations or relevant legal violations that cannot be immediately resolved.
- c. As legal employer (or joint employer) the contractor is ultimately required to remedy any violations even if originating with the farm / business owner.

Draft for Comment