



# Social Stewardship Standards for Farms and Other Businesses

2019 Published Version

The Agricultural Justice Project was founded as a partnership between the following organizations.



“Eating is an agricultural act.”  
- *Wendell Berry*

**AJP Contact Information:**

Agricultural Justice Project  
info@agriculturaljusticeproject.org  
www.agriculturaljusticeproject.org  
(919) 809-7332

**Founders and Authors:**

Michael Sligh  
Rural Advancement Foundation International RAFIUSA  
msligh@rafiusa.org  
www.rafiusa.org

Jessica Culley and Nelson Carasquillo  
*Comité de Apoyo a los Trabajadores Agrícolas /*  
Farmworker Support Committee CATA  
phone: 845 7961-883  
www.catafarmworkers.org

Marty Mesh  
P.O. Box 12345  
Gainesville, Florida  
phone: 352-538-1743

Elizabeth Henderson  
Northeast Organic Farming Association  
phone: 585-764-8471  
elizabethhenderson13@gmail.com  
www.nofa.org

Oscar Mendieta  
*Fundacion Renace*  
fundacion.renace@gmail.com

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## Executive Summary

The Agricultural Justice Project bases these standards for fair trade and social justice in the food system on the Declaration of Human Rights, the conventions of the International Labor Organization and the experience of farmers, farmworkers, and other participants in the current food system in the United States and Canada.

The Agricultural Justice Project works to transform the existing agricultural system into one based on empowerment, justice and fairness for all who labor from farm to retail. Central to our mission are the principles that all humans deserve respect, the freedom to live with dignity and nurture community, and share responsibility for preserving the earth's resources for future generations.

### Farmer Rights

The standards outlining farmers' rights are based on the principle that all contracts between farmers and buyers will be fair and equitable. These standards ensure the following:

- Good faith negotiations on any contract with a buyer, with payments to the farmer that cover the cost of production of the farm products plus a fair return on the farmer's investment and a living wage for the farmer. Should the buyer not be able to afford to pay an adequate price, full disclosure of financial records would be required, as well as steady improvement as finances improve.
- Freedom of association and the right to collective bargaining.
- Fair conflict resolution procedure.
- Contract specifications such as recapture of capital investment, anti-discrimination clauses, prohibition of the termination of contracts without just cause, and profit-sharing incentives (if offered).

### Farmworker and Food System Worker Rights

The standards outlining workers' rights are based on the principle that all workers have the right to safe working conditions, just treatment, and fair compensation.

These standards ensure the following:

- Adherence to international laws protecting workers, including ILO Conventions and UN Charters.
- Freedom of association and right to collective bargaining.
- Fair conflict resolution procedure.
- Living wages.
- Safe and adequate housing (when provided).

- Health and safety protections, including access to adequate medical care and a “right to know” clause regarding use of potential toxins, with the expectation that the least toxic alternative is always used. We believe that the application of pesticides and the use of hazardous materials should be done according to the instructions on the label and according to the law and that training employees on the proper use and application of these products is required as part of an operation’s health and safety program. Every effort should also be made to limit exposure to natural hazards such as scalding by the sun, lightning and high winds, excessive cold or dust, etc.

### **Buyer Rights**

The standards outlining buyers’ rights are based on the principle that all contracts between farmers and buyers will be fair and equitable. The standards ensure the following:

- Fairly negotiated and equitable contracts with farmers.
- Buyers’ right to transparency of farmers’ costs of production for the purposes of determining fair prices.
- Fair conflict resolution procedure.
- Buyers’ right to require up-to-date farmer certification of all applicable products.

### **Farm Intern/Apprentice Rights**

In recognition of the vital role that interns/apprentices have played in organic and sustainable agriculture and the commitment of many farmers to training the next generation, the standards include a section devoted to interns. The standards are based on the fact that interns are inherently distinct from wage laborers, and therefore have distinct rights and responsibilities. These standards ensure the following:

- A clear, mutually agreed-upon, written contract laying out the expectations and assuring the intern/apprentice that the farmer will provide the desired instruction.
- A fair stipend to cover living expenses.
- All other rights accorded to farm employees.

### **Indigenous Rights**

Most of the world’s farmers are indigenous peoples. An ecolabel that makes claims regarding social justice in agriculture needs to address their unique concerns. This section is under development as AJP actively seeks input from representatives of indigenous communities.

## Incentives for Performance

AJP's certification program builds in incentives for consistent good performance according to these standards. Farms and businesses that are long term clients, who regularly meet all standards, consistently achieve continual improvement points, and have had no changes in their business or employment structure may be allowed to switch to bi-yearly in person inspections (that is, every other year). This practice is further explained in the AJP Policy Manual.

## Definitions

**Agroecological Sustainability** - Agroecology is defined by UC Santa Cruz Professor Stephen Gliessman as "the application of ecological concepts and principles to the design and management of sustainable agroecosystems..."

Sustainable agroecosystems -

1. Maintain their natural resource base.
2. Rely on minimum artificial inputs from outside the farm system.
3. Manage pests and diseases through internal regulating mechanisms.
4. Recover from the disturbances caused by cultivation and harvest...

Sustainable agriculture (is a) whole-systems approach to food, feed, and fiber production that balances environmental soundness, social equity, and economic viability among all sectors of the public, including international and intergenerational peoples. Inherent in this definition is the idea that sustainability must be extended not only globally but also indefinitely in time, and to all living organisms including humans."

**At-Will Employment** - The at-will employment doctrine ("at-will doctrine") reflects a legal presumption that an employer enjoys absolute discretion to terminate employment without fear of liability. Termination may take place at any time and for any reason or no reason at all. Likewise, an employee may walk away from a job at any time, for any or no reason. While the at-will doctrine applies equally to both parties, its benefits flow to the party with greater power, which is usually the employer. Prevalent in America is the unconditional form of at-will employment. This means an employee may be released arbitrarily and with impunity. Some jurisdictions have tempered what they considered to be particularly harsh and inflexibly strict enforcement of at-will employment agreements. Prohibitions against termination of workers for making many types of workplace complaints are present, and, of course, anti-discrimination statutes prohibit termination on the basis of protected characteristics. Workers are protected when they report or resist unlawful activity by whistleblower statutes. The at-will doctrine does not limit the power of employers and employees to contract for employment under other lawful terms, and, in turn, to enforce that contract. The at-will doctrine is a well-settled feature of law protecting an employer's liability for wrongful termination, but it has given rise to a growing number of challenges in recent years. Courts have

recognized that an employer's power to freely discharge at-will employees may be contractually restricted. Because of the presumption that employment relationships are at-will, particular circumstances must be present to alter or supersede that presumption. An example of such circumstances includes the issuance of employee handbooks containing detailed procedures for employee discharge.

**Agricultural mediation** - Mediation is a tool for farmers, farm employees and others in the food system to talk about difficult subjects and to reach fair and workable solutions that everyone involved can live with without calling upon outside authorities. Mediation can help people solve problems, avoid escalating conflict, and reduce stress. The people who are involved directly make decisions and solve problems for themselves with the help of a neutral mediator who does not decide on outcomes or give legal advice. About 30 states in the United States have Centers for Dispute Settlement.

**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.<sup>1</sup>

**Buyer** - The broker, wholesaler, integrator, retailer, or processor to whom the farmer sells. Buyers are the closest links to the farmers.

**Child labor** - In these standards "minor" and "child" are used as synonyms. AJP standards prohibit full time employment or any employment that interferes with schooling in accordance with national legislation, or the culturally appropriate educational needs of the children involved. AJP refers to the intent of children working on the farm outlined by the International Labour Organization (ILO website 2010): "Not all work that children undertake in agriculture is bad for them or would qualify as work to be eliminated under the ILO Minimum Age Convention No. 138 or the Worst Forms of Child Labor Convention No. 182. Age-appropriate tasks that are of lower risk and do not interfere with a child's schooling and leisure time, can be a normal part of growing up in a rural environment. Indeed, many types of work experience for children can be positive, providing them with practical and social skills for work as adults." AJP defines children as under 18 years of age. In countries where young people can legally leave school at the age of 16, these standards would allow the full-time employment of 16 – 18-year olds if it can be documented that the children left school voluntarily.

**Cloning** - The use of artificial engineering to create genetically-identical offspring. In animal husbandry this is primarily used to multiply breeding stock. The science is relatively new and any long-term effects to human or animal health are understudied and not yet known.

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

**Collective bargaining** - The performance of the mutual obligation of the employer and the employees or representative of the employees or the buyer and farmer or representative of farmers to meet at reasonable times and confer in good faith with respect to conditions of either wages, hours, and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party.

**Collective mark** - A collective mark is an emblem adopted by a collective organization for use by its members in selling their individual goods or services and distinguishing their goods or services from those of non-members.

**Conflict resolution procedure** - A procedure outlined by the Agricultural Justice Project that includes a series of steps designed to resolve conflicts, disputes, or disagreements.

**Contract** - Refers very broadly to (a) both verbal and written terms and conditions of employment between an employer and an employee and (b) all written and verbal marketing agreements. Contracts and agreements are often used interchangeably in agricultural employment. Personnel policy manuals must include a tiered disciplinary process that guides termination decisions so that when an employee is fired, the cause is clear to all parties and is not arbitrary. Even if an entity uses an At-Will employment clause in a written contract or personnel manual, if any AJP certified entity fires an employee without just cause, that entity will lose AJP certification.

**Contractor** - One who works based on contract, not as an employee.

**Collectors** - the individuals from the indigenous community who do the physical work of selecting and collecting the natural resources.

**Democratic Process:** A democratic process is a practice that allows democracy to exist. Democracy is based on the idea that everyone should have equal rights and be allowed to participate in making important decisions. It is a form of governance that facilitates transparency and equal participation, either directly (or through elected leaders) or indirectly in the proposal, development and establishment of all policies that run the organization.

**Democratically chosen** - This phrase is used throughout this document in referring to the right (not requirement) of employees to choose a representative to engage in dialogue and/or bargaining with the employer over terms and conditions of employment, as well as the right (not requirement) of farmers to choose a representative to engage in dialogue and/or negotiating with the buyer over terms and conditions of their contract or agreement. Management/Buyer interference or

intimidation which would violate this standard includes, but is not limited to, suggesting in any way that wages, benefits, working conditions, housing conditions, or terms of a contract or agreement are in any direct or indirect way contingent on workers' or farmers' decisions with respect to collective representation; generalized statements that are anti-union, anti-organizing, or anti-collective bargaining in character.

**Ecolabel** - Ecolabels act as seals of approval and clearly identify products that have been produced according to specific guidelines. Ecolabels inform consumers about production practices and social issues in addition to product attributes.

**Employee** - A person hired to work in a business or on a farm including migrant, temporary, seasonal, subcontracted and permanent workers. Not limited to field workers, but also includes administrative personnel. Worker and employee are used interchangeably in this document.

**Employer** - In the context of this document, the farmer who hires the farm employee, or the food business that hires workers.

**Farmworker** – This term refers to an employee of a farmer and is used within this document as a synonym for employee (see employee).

**Farm Work (including but not limited to)** – Working on a farm means the services performed by an employee on a farm in the employ of the owner, lessee or operator of a farm in connection with: (1) the preparation, care and treatment of the soil including plowing, discing and fertilizing; (2) sowing, planting, cultivating, irrigation, weed control, thinning, heating, pruning, or tying, spraying, dusting, and raising of any agricultural or horticultural commodity, including the raising or hatching of poultry, the raising, shearing, feeding, caring for, milking, housing, training, management of livestock, bees, fur-bearing animals, fish, mollusks, insects and wildlife and harvesting of any agricultural or horticultural crop, including, but not limited to picking, cutting, threshing, mowing, knocking off, field chopping, bunching, baling, field packing, and placing in field containers or in the vehicle in which the crop will be hauled and transportation on the farm or to a place of first processing or distribution; (3) the production or harvesting of maple syrup or maple sugar; (4) the operation, management, conservation, improvement or maintenance of a farm and its tools and equipment; (5) the operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for removing, supplying and storing water for farming purposes; (6) the handling, planting, drying, packing, packaging, processing, freezing, grading, loading, stacking, binding, piling, storing or delivering to market or to a carrier for transportation to market, of any agricultural or horticultural commodity raised on the employer's farm.

**Family Scale Farm** – AJP supports the overall framework put forward by La Via Campesina that defends family farming in terms of peasant-based ecological farming, as opposed to the "large-scale, industrial, toxic farming of agribusinesses, which expel peasants and small farmers and grab the world's lands." However, in the context of agriculture in the US, we believe that additional refinements are necessary to clarify which farms qualify for Food Justice Certification. The term 'family farming' is vast, and may include almost any agricultural model or method, and many farms in the US, even very small ones, take the legal structure of a corporation. Defining size by acreage and excluding "large" farms does not coincide with the reality in the US: for example, there are family-scale farms, where members of the family do most of the work with a minimum of hired help, that work over a thousand acres growing grains and beans. By contrast, there are corporate-controlled vegetable and fruit operations that farm a few hundred acres and hire hundreds of farm workers where the profits go to people who never work on the farm. In California, there are mid-sized organic farms that are good candidates for FJC where the farmer may own some land, but also rents land, hires employees who do a large portion of the work, and spends most of his/her time managing the farm, making the majority of the day-to-day, operational decisions, and all strategic management decisions. Increasingly in many parts of the country, it is not a traditional family, but a group of unrelated people who cooperate in running a farm either as a legal cooperative or a more informal Limited Liability Company or worker owned structure. For FJC, it is not the acreage but the management control and beneficiaries of the proceeds that are critical as well as the farm's connection with the local economy. The farms AJP supports range in size by acreage and gross sales from smallholders to medium-sized farms. These farms are diverse in character and usually also diversified in what they produce, thus making important contributions to biodiversity. To borrow language from the Food and Agriculture Organization (FAO) of the United Nations, these farms are embedded in "territorial networks and local cultures and spend their incomes mostly within local and regional markets, generating many agricultural and non-agricultural jobs." The income generated by these farms is not siphoned off to pay dividends to distant stockholders but goes to the farmers themselves and to the people who work on the farms. The values of ecology, health, care and fairness as defined in the IFOAM Principles of Organic Agriculture take priority over profit. At the same time, to survive in the capitalist marketplace and to afford ecological practices, these farms must generate sufficient revenues from the sale of farm products to cover production costs including living wages for farmers and farm workers as well as funds to ensure the future of the farm.

**Food sovereignty** - The right of peoples, communities, and countries to define their own agricultural, labor, fishing, food and land policies which are ecologically, socially, economically and culturally appropriate to their unique circumstances. It includes the true right to food and to produce food, which means that all people have the right to safe, nutritious and culturally appropriate food and to

food-producing resources and the ability to sustain themselves and their societies (La Via Campesina, 1996)

**Food business worker** - This term refers to an employee of any food business and is used in this document as a synonym for employee (see employee).

**Genetically Modified Organism (GMO)** - A plant, animal or organism that is developed by genetic engineering (GE), which is a modern biotechnological technique that alters and recombines the genetic material of biological units. Because of the relative newness of the technology, and a lack of independent research surrounding it, there may be long-term physical, mental and environmental effects that are not fully known. Society should observe the precautionary principle that would dictate extensive testing by independent researchers before commercializing GMOs.

**Good faith** - Honest intent to act without taking an unfair advantage over another person or to fulfill a promise to act, even when some legal technicality is not fulfilled.<sup>2</sup>

**Grower group** - A group of producers with minimal hired labor and similar production and farming systems who live and farm within a prescribed geographical area and market cooperatively.

**Hazardous Materials/ Natural Dangers** - Those materials or conditions on a farm (chemical or non-chemical) whose presence may be naturally occurring or unavoidable, but that should be regarded with caution, and must be part of an operation's health and safety program. For example: dust is a naturally occurring material to which workers and farmers are exposed in all types of farm work that can cause damage to one's health.

**Hired Labor** - For the purposes of the AJP label, all individuals present at the operation must be treated fairly with respect to the AJP standards whether paid, members of the farm family, or there as volunteers or visitors.

**Homeworking** - production work performed in their own homes by workers who are usually paid by the piece with no benefits. This should be distinguished from the work at home of salaried employees or independent contractors who have home offices.

**Indigenous peoples** - Peoples native to a particular region, autochthonous.

**Intern / apprentice** - A worker or laborer on a farm whose *primary* motivation in working is educational, an on-farm training in the craft of farming, and not

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<sup>2</sup>Adapted from The Real Life Dictionary of the Law, Gerald and Kathleen Hill, Publisher General Publishing Group, 1997.

economic. An intern or apprentice views his/her compensation for labor to be *primarily* experiential learning, and practical and theoretical knowledge of farming, rather than wages. As compensation to the farmer for providing a well-crafted and thorough program of training, interns often agree to accept minimum wages.

**Labor agreement** - Refers to any verbal or written agreement or outline of the terms of work and is considered synonymous with contract in this document.

**Labor contractor (including but not limited to farm labor contractors and temp agencies)** - Any person other than the employer, or an employee of an employer, who, for any money or other valuable consideration paid or promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or transporting any worker.<sup>3</sup> An example of a labor contractor is the person or agency that arranges for field labor to arrive on the farm for harvest, or the person or agency that arranges for short-term staffing needs. A consultant or an individual who is paid under contract for their own work is not a labor contractor.

**Mark** - The name and symbol that indicates certified origin, mode of production, quality, and compliance with our standards when it appears on products in the marketplace. The use of the mark is granted to certified entities by contractual arrangement only.

**Materials Safety Data Sheet (MSDS)** - Formal document containing important information about the characteristics and actual or potential hazards of a substance. It identifies the manufacturer of the material (with name, address, phone, and fax number) and usually includes (1) chemical identity, (2) hazardous ingredients, (3) physical and chemical properties, (4) fire and explosion data, (5) reactivity data, (6) health hazards data, (7) exposure limits data, (8) precautions for safe storage and handling, (9) need for protective gear, and (10) spill control, cleanup, and disposal procedures. Mandated by the US Occupational Safety and Health Administration (OSHA), it is used also in many other countries in one form or the other.

Read more: [What is a material safety data sheet \(MSDS\)? definition and meaning](#)

**Nanotechnology** - Engineered nanomaterials: substances deliberately designed, engineered and produced by human activity to be in the nanoscale range (approx 1-300 nm) because of very specific properties or compositions (e.g. shape, surface properties, or chemistry) that result only in that nanoscale. Incidental particles in the nanoscale range created during traditional food processing such as homogenization, milling, churning, and freezing, and naturally occurring particles in the nanoscale range are not intended to be included in this definition. All nanomaterials (without exception) containing capping reagents or other synthetic components are intended to be included in this definition.

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<sup>3</sup>Revised from 29 U.S.C. §1802, Migrant and Seasonal Agricultural Workers Protection Act of 1983.

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

**Profit-sharing (also profit sharing)** - A system in which the people who work for a company receive a direct share of the profits.

**Transparency** - As a principle, managers and directors of businesses and organizations and board trustees have a duty to act visibly, predictably and understandably to promote participation and accountability. Transparency goes beyond simply making information available. Transparency is about honesty and choice and free access to knowledge, which implies that information flows all ways; information should be managed and published so that it is relevant and accessible as well as timely and accurate. Confidentiality should be incorporated to ensure the integrity of confidential matters. Information should be provided in comprehensible language and formats appropriate for different audiences and stakeholders and information should be presented with sufficient time and enough detail to permit analysis, evaluation and engagement. This means that information needs to be accessible while planning as well as during and after the implementation of policies and programs. Information should be up-to-date, accurate, and complete.

**Toxic Materials** - The standard definition refers to materials or substances that are poisonous, noxious, dangerous, harmful, or even lethal, causing damage to living beings whether human, animals, plants or soil microorganisms. Acute toxicity involves harmful effects on an organism through a single or short term exposure. Subchronic toxicity is the ability of a substance to cause damage that is less acute, but longer lasting. Chronic toxicity is the ability of a substance to cause harmful effects for an extended period, usually from repeated exposure. In the context of these Standards, toxic refers to those materials used in agriculture that are harmful to living creatures on the farm or along the food chain from farm to table. Farm workers have identified exposure to toxic materials as one of the most unfair practices in agricultural work. Most toxic materials used in agriculture are synthetic xenobiotics that are used as pesticides and herbicides. Naturally-occurring toxic materials such as rotenone, copper sulfate and pyrethroids are allowed in organic agriculture under some regulatory standards. There are also hazardous materials that are not toxic in small amounts, but excessive exposure can lead to health effects, such as dust, flying sand particles and fumes from manure.

**Whistleblower** - A 'whistleblower' is a person who raises a genuine concern in good faith relating to the many types of reports that employees might make, such as failure to comply with legal or professional obligations or regulatory requirements; dangers to health and safety; child protection and safety concerns; wage violations; hygiene and food safety issues; animal welfare; sexual harassment, physical abuse; criminal activity, environmental violations and financial mismanagement. This would also include complaints or allegations against a certified entity about potential Food Justice Certified Standards violations.

**Worker organization** - An organization, association, or trade union that is membership-based and is comprised of and directed by workers and/or the worker community (as distinguished from an advocacy organization that may speak or work on workers' behalf but not directly represent them).

**Working time** - Working time means the hours that an employee is permitted to work or is required to be available for work at the assigned place of work and shall include time spent in going from one field to another, in waiting for baskets, pickup or breakdown of machinery or equipment where the employer requires the employee to remain at the site of the breakdown during repairs. Time not worked because of weather conditions shall not be considered as hours worked. An employee, who lives on the premises of the employer, or in comparable facilities at the work site, shall not be considered to have worked or to have been available for work:

1. during normal sleeping hours solely because the employee is required to be on call during such hours; or
2. at any other time when the employee is free to leave the place of employment.

## Background and Underlying Assumptions

### General Principles

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

These principles of social justice are essential:

- a. To allow everyone involved in organic and sustainable production and processing a quality of life that meets their basic needs and allows an adequate return and satisfaction from their work, including a safe working environment.

- b. To progress toward an entire production, processing, and distribution chain that is both socially just and ecologically responsible.<sup>4</sup>

### **IFOAM's Principle of Fairness**

“Organic agriculture should build on relationships that ensure fairness with regard to the common environment and life opportunities. Fairness is characterized by equity, respect, justice and stewardship of the shared world, both among people and in their relations to other living beings.

This principle emphasizes that those involved in organic agriculture should conduct human relationships in a manner that ensures fairness at all levels and to all parties – farmers, workers, processors, distributors, traders and consumers. Organic agriculture should provide everyone involved with a good quality of life and contribute to food sovereignty and reduction of poverty. It aims to produce a sufficient supply of good quality food and other products. This principle insists that animals should be provided with the conditions and opportunities of life that accord with their physiology, natural behavior and well-being.

Natural and environmental resources that are used for production and consumption should be managed in a way that is socially and ecologically just and should be held in trust for future generations. Fairness requires systems of production, distribution and trade that are open and equitable and account for real environmental and social costs.” (IFOAM Principles)

### **Underlying Assumptions**

These Standards are intended to guarantee just working and living conditions for all agricultural and food system workers, and just financial returns, equity, and fair working conditions for family-scale farmers, their families, and other food business employers. All parties involved are encouraged and expected to voluntarily go beyond the minimum, whenever possible.

Consistent with the vision outlined later in this document, the goal is to build and maintain a mutually respectful and supportive relationship amongst the various parties in the food system (e.g., buyers, farmers, farm employees, cooperative employees, restaurant employees, and other food business owners and employees), rather than an antagonistic one.

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<sup>4</sup>Taken from IFOAM Basic Standards list of Principle Aims. AJP has also drafted a section for indigenous wildcrafters who want to make a fair trade claim; however AJP needs input from stakeholders in that group in order to finalize that section and include it as part of the standards in this document. Please see [www.agriculturaljusticeproject.org](http://www.agriculturaljusticeproject.org) for the draft indigenous wildcrafting standards for comment.

We envision a symbiotic relationship, in which despite occasional differences and disputes, the farmer, farm employee, and other food business employees and managers, buyers of farm products, and citizens who purchase the final product are able to live full and rewarding lives. In this scenario, the farmer can count on a fair agreement/contract with at least minimum fair prices and a well-trained and consistent work force. The workers can count on stable, dignified work and just treatment. The buyer can rely on getting high quality food products.

Although these Standards are applicable to a range of scale operations they are primarily intended as a tool for small and medium scale family farms and food businesses to help these groups add value and further differentiate their market share. The standards include sections that can be used by all types of food businesses including cooperative stores, restaurants, or even certifiers.

These Standards have been field-tested through a number of years of pilot certifications on small and medium-sized farms and in food system businesses, coops, and organic certifiers in the U.S. It is recognized that the local, regional, national and/or international context of food production and distribution may require adjustments to these Standards in order to maintain the protection, integrity and quality of life of these stakeholders and there is a formal Standards revision process every five years.

These Standards are intended to be consistent with and to build on IFOAM principles on Social Justice, and the work of the Food and Agriculture Organization of the United Nations (FAO), the International Commitment of Phylogenetic Resources, and the International Labor Organization (ILO).<sup>5</sup> The Standards setting process is intended to be consistent with the ISEAL Code of Good Practice for Setting Social and Environmental Standards.<sup>6</sup>

A just workplace depends upon the equal involvement of employers and employees, directly or through democratically chosen representatives. All efforts will be made to include participation of organizations representing farm and other food system workers and farmers, rather than merely public and private agencies providing services to these groups. In the case of workers, such representatives could be from unions chosen by workers on the farms, plants or stores to be certified or other local worker organizations.

In the case of farmers, such representatives could be from associations chosen by farmers to be certified, or from other local farmer or indigenous people's organizations.

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<sup>5</sup>This includes but is not limited to ILO Conventions 87, 95, 98, 105, 110, and 129.

<sup>6</sup>ISEAL Code of Good Practice for Standards Setting, Version 5.01, April 2010, [www.isealliance.org](http://www.isealliance.org)

Participants in this program will be committed to continual improvement. For example, in relation to workers, employers under this program are committed to continual improvement in matters relating to employee wages, benefits, housing, and working conditions. In relation to farmers, buyers under this program are committed to continual improvement in matters relating to pricing of farm products, contracts, benefits and equity sharing, and all are committed to improving community relations. The farmer is committed continually to improve product quality, production efficiency, ecological balance, and environmental stewardship.

Employers under this program will agree to comply with all relevant federal, state, and local laws covering working conditions, health and safety, and terms of employment.

Recognizing that laws protecting farmers, agricultural workers, and other food system workers are, in general, weak, and that enforcement is often lax, the lack of record of violations will not be considered a positive indication of the working or equity conditions.

We assume that buyers have rights that need to be protected, and we further assume that all the parties using the claim of fairness of these standards need to be certified or engaged in some other form of third-party verification system. We intend these standards to be used for a certification process as an additional mark with organic certification. Farms that use organic practices but are not certified organic may also qualify.

We also see a place for these standards as a guide for family-scale farms that sell direct to local markets, have a small number of employees and are not under market pressure to obtain organic certification.

### **The Kinds of Farms that AJP Supports**

AJP wants to support farms that:

- Conserve resources and a clean environment
- Set fair pricing
- Provide conditions of respect, safety, and living wages for the people who work on them
- Treat livestock humanely
- Are embedded in their local community and where the people doing the work have control over the resources necessary to farm successfully

These are all possible on a farm where one person or one family lives and works, or on a farm with one hundred hired employees, or on a cooperative farm with any number of cooperating partners.

## Applying the Standards

### What Certification Means

Standards are outlined for both labor and trade practices of the operation including: working conditions, pay and benefits, participation and training for workers and interns, negotiations, pricing, and contracting between buyers and sellers. All entities are welcomed to apply. Please see the AJP Policy Manual for our requirements regarding partial chain labeling and multi-ingredient products.

### AJP and Organic Certification

AJP standards can be applied to a continuum of operations, however specific standards compliance for health/safety and toxic exposure requirements regarding farmers, workers, children and interns will be different depending on the type of operation and the materials used. In general, AJP standards are designed to ensure a movement away from use of chemical industrial agriculture toward more bio-intensive, organic and regenerative agriculture.

AJP reserves the rights to not approve any entities, which do not meet our standards.

### Meeting the Standards

It has been critical to the Agricultural Justice Project to develop a certification system that recognizes continual progress over time. Compliance with the standards will result in certification and the right of the certified entity to a market claim so long as it complies with AJP's policy on labeling and partial chain and multi-ingredient products.

#### *Requirements for Certification:*

- a. Compliance with all required standards.
- b. Correction of minor non-compliances according to certifier's instructions, no major non-compliances found.
- c. Payment of all fees.
- d. Certification review by an AJP accredited certifier.
- e. Signature and compliance with AJP licensing and seal use contract.

### How Standards Will be Evaluated

An operation will either be found to be in compliance with a standard or will be issued a **minor** or **major non-compliance**. Minor and major non-compliance designations are outlined by AJP certifiers, based on these principles:

- a. A major non-compliance is a violation of the standard that infringes on the rights of individuals.
- b. A minor non-compliance is an error related to documentation of those rights.

A limited number of minor non-compliances does not prevent certification but must be corrected within the time frame outlined by the entity's certifier for the entity to remain certified. Any major non-compliance means the entity cannot qualify for certification until the major non-compliance is corrected.

Compliance with the standards will be determined by the AJP accredited certifier based on inspections.

### **Continual Improvement**

It is expected that AJP certified entities continue to improve from year to year (i.e., they do not stagnate once they receive certification). Certified entities may select from one of the suggested/encouraged standards outlined by AJP in each standards section (indicated by italics and the terminology "are encouraged" or "may") or develop a specific practice that aligns with the principles that is not outlined in the standards. The entity must document the area of specific selected improvement and progress towards this annually.

# Agricultural Justice Project Standards

## 1.0. Food Business Responsibilities to Farmers

### Introduction

This section of the standards establishes the intrinsic rights of farmers, regardless of the kind of buying arrangement in which they may be engaged. It covers both formal contracts and less formal marketing arrangements. This section applies to non-farm food businesses that buy directly from farms (whether they be processors, brokers, brandholders or retailers), and to both individual farmers and farmer groups, except where specifically stated otherwise. For the purposes of this document we are broadly interpreting the definition of “contract.” The concepts below may be implemented with great benefit even in situations in which no formal agreement or written contract is established.

### 1.1. Contracts and Negotiating Process

#### **Principle**

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

#### **Standards**

##### **1.1.1. Freedom of association and collective bargaining**

- a. All farmers have the right to freedom of association and to organize and engage in collective bargaining, free from retaliation of any kind by the buyer or his/her agents.
- b. Buyers are required to comply with all regional and national laws regarding freedom of association and rights to collective bargaining.
- c. All farmers with whom the buyer does business must not be barred by the buyer or the buyer’s agent from access to representatives of organizations assisting farmers in exercising these rights.
- d. If farmers so choose, contracts between buyers and farmers will be negotiated using a collective bargaining process.
- e. If farmers have already formed an association or group for the purposes of negotiating with buyers, buyers will respect and work with those existing associations or groups and not circumvent them by contracting directly with individual farmers or subgroups of farmers.
- f. *To mitigate the risk of exploitation, small-scale producers who are not organized into formal democratic structure may still hold annual meetings and take on some of the responsibilities of a traditional farmer organization (i.e. discussing fair prices, electing representatives to negotiate with buyers).*

**1.1.2. Negotiating process**

- a. Buyers must not offer farmers "take-it-or-leave-it" prices. Buyers should ensure that farmers know they may access a transparent and open negotiation process regarding pricing.
- b. If a farmer chooses to select a representative, the buyer will recognize and negotiate with representatives chosen by the farmer or democratically chosen by the farmer's association in the case of collective bargaining.
- c. Farmers shall have the right to choose their representatives in a process free of buyer interference or intimidation.
- d. If the farmers are organized as a group, an association, or cooperative farmer or farmer group, the buyer will engage in collective bargaining to determine equity sharing, contracts, and other benefits and policies if the farmer or farmer group, association or cooperative chooses to use collective bargaining.
- e. Binding arbitration clauses are prohibited between individual certified farmers and buyers, since they eliminate a farmer's access to the courts even when a buyer may have violated state or federal law.

**1.1.3. Conflict resolution procedure**

- a. Formal contracts between certified farmers and buyers must contain a fair conflict resolution process through which farmers and buyers can submit complaints and appeals to address concerns about unfair contracts and other equity/price-setting practices.
- b. In the absence of a formal contract, which provides for fair Conflict Resolution Procedures, mechanisms must be established to provide an equitable procedure by which certified farmers can submit complaints and appeals to address concerns about unfair contracts and other equity/price-setting practices.
- c. Farmers will be protected from buyer retaliation for submitting such complaints.
- d. Buyers agree to follow the AJP conflict resolution procedures (outlined in the AJP policy manual) in the case that either party is not satisfied with the outcome of the conflict resolution process outlined in the farmer buyer contract.

**1.1.4. Long-term relationships**

- a. Buyers and farmers will work in good faith to establish long-term and stable relationships which provide mutual respect for the needs and rights of both parties.

**1.1.5. Transparency and contracts**

- a. Written contracts or informal agreements will include terms for: price setting, quality, quantity, shipping schedule, equity-sharing, other benefits, standards, conflict resolution, and any pre-finance/credit arrangements and the right of the farmer to be first in line to recover all payments due from the

buyer should the buyer go out of business. Both parties shall agree to the terms of the contract before the harvest season or delivery dates have started.

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

- a. Farm-Gate Buyers must provide, if requested by farmers, a copy of the contract defining the farmer’s roles, payments, benefits and equity-sharing arrangements. Contracts must be written and/or explained in the farmer’s native language or in another language accessible to the farmer. The information must be easy to read and understand and must clearly disclose all major material risks to the farmer.
- b. The buyer must provide full transparency of their costs and pricing formulas to certified farmers if farmers feel the price is not fair.
- c. If the farmer feels the price is unfair or inadequate, the buyer must engage in a transparent and egalitarian process of negotiation.
- d. Certified farmers retain the right to seek recovery of damages if they are harmed by misleading or incomplete information.
- e. If the farmer feels the price is unfair or inadequate, the buyer should engage in a negotiation process in good faith, providing complete, accurate and honest information. Farmers should have the opportunity for negotiation at any time.
- f. Farmers must have free access, upon request, to their buyer’s contract files on them and be provided a copy thereof upon their request.
- g. All attempts to keep all farmers from discussing the contracts with others are forbidden.
- h. If the buyer goes out of business or files for bankruptcy, the certified farmer(s) is (are) first in line for payments from the company assets. The buyer cannot waive this right. The contract must contain a provision that guarantees the right to recover money from a buyer.
- i. Both the buyer and the certified farmer have up to three business days after signing the contract to change their minds and cancel the agreement without penalty.
- j. The buyer will make transparent procedures for grading and justifications for price differentials based on quality.
- k. The buyer will give the farmer information on the total quantity delivered and the total money paid to the farmer.
- j. Act of God clause: All contracts between buyers and farmers shall include an “Act of God” clause which obligates the farmer to deliver only what is harvested from the acres covered by a contract. Under no circumstances shall farmers be required to purchase crops from outside the farm to fulfill delivery requirements of a production contract. Suffering the loss of crop due to natural occurring flood, drought, wind, hail or other causes beyond the farmer’s control must never place additional burden on the farmer to source replacement crops.

**1.1.7. Recapture of capital investment**

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

**1.1.8. Anti-discrimination clause**

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

**1.1.9. Human relations**

- a. All farmers must be treated with dignity and respect, without physical, psychological, verbal, or sexual harassment or other abuse.
- b. A farmer cannot retaliate against an employee who reports injuries, whistleblower concerns, or activities protected by the Occupational Safety and Health Act.<sup>8</sup> Whistleblower protections apply to many types of reports that employees might make such as failure to comply with legal or professional obligations or regulatory requirements; dangers to health and safety; child protection and safety concerns; wage violations; hygiene and food safety issues; animal welfare; sexual harassment, physical abuse; criminal activity, environmental violations and financial mismanagement. This would also include complaints or allegations against a certified entity that would become a noncompliance after the certifier does their due diligence in investigating the validity of the complaint(s). Complaints may be filed with the Agricultural Justice Project and complaints relating to an employee's own personal circumstances, such as the way one has been treated at work, should refer to the certified entities' official grievance policy and or procedures for conflict resolution.

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<sup>7</sup>This standard does not restrict an employer from complying with legally required procedures such as in the USA I-9 verification procedures.

<sup>8</sup>"Section 11(c) of the OSH Act prohibits employers from discriminating against employees for exercising their rights to file a complaint with OSHA, speak with an inspector, seek access to employer records of injuries or exposure to hazards, reporting an injury or raising safety and health complaints with the employer."

#### **1.1.10. Direct farmer-buyer contracts**

- a. Farm gate buyers that are FJ certified will contract or establish marketing arrangements directly with farmers or farmer associations, whenever possible. Intermediaries such as brokers/subcontractors will be avoided except where explicitly agreed upon and requested by the farmer. In the case of a documented need for the use of such an intermediary, the buyer assumes full legal responsibility that the provisions in these standards are fully complied with and verified.
- b. Buyers will afford the same rights to certified farmers using indirect contracts as certified farmers who contract, negotiate and set agreements directly with the buyer.

#### **1.1.11. Termination of contracts**

- a. No farmer/buyer agreements or contracts will be terminated without just cause.
- b. All farmers have the right, if they so request, to have a representative of their choosing present during any agreement or contract interview or renewal.
- c. Any certified farmer who is found through the existing Conflict Resolution Procedure to have had his/her agreement or contract unjustly terminated must be reinstated by the buyer and must be compensated for any loss of earnings during the period of such discharge action, as determined through the conflict resolution procedure.

#### **1.1.12. Right to Save Seed**

- a. Buyer contracts must not limit farmers' right to save and re-use seed in any way and must not require the use of varieties that are covered with intellectual property patents which would limit the farmers' right to save seeds.

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

### ***Principles***

Farmers should receive a fair price. There should be transparency in the price setting process.

Buyers will be encouraged to increase prices to the farmer through measures such as sharing profits with farmers and establishing long term relationships based on agreed upon price fairness improvement targets with timelines.

### ***Standards***

#### **1.2.1. Fair pricing**

- a. Certified farmers will receive a fair price, which covers the cost of production plus a fair margin for profit and investment and the ability to pay fair wages and other benefits, such as health insurance, for themselves, their families and their workers.
- b. The price paid to the certified farmer will be based on:
  - i. Documented farmer and buyer costs.
  - ii. Fair and open negotiations that set a fair price that is acceptable to both parties.
  - iii. Where appropriate, the world price or regional price for that specific type of product, whichever is higher.
  - iv. The product's specific market qualities; including but not limited to – additional identity preserved claims of organic, geographic indicators and other verified sustainability claims.
- c. The pitting of one farmer (whether AJP certified or not) against another to drive down prices and the use of a discriminatory ranking system for determining payments is prohibited. Any such retaliation or the spreading of false or misleading information by the buyer or the buyer's agents shall not be allowed.
- d. *Buyers are encouraged to continuously make improvements in sharing the risk with the farmer. This may include paying in advance for an agreed upon quantity of product of agreed upon quality requirements, "locking-in" a fair price for a set portion of farmers' products to be delivered during a set time period, or other forms of equity sharing as mutually agreed upon by both parties.*
- e. *Buyers are encouraged to adopt all the practices outlined in these standards with all farmers from whom they buy products.*

### **1.2.2. Minimum price fairness protection**

- a. To protect all farmers in markets experiencing extreme price volatility, minimum fair prices will be negotiated by the farmer and the buyer that overrule market prices when market prices fall below the farmer's costs of production. When real costs are not known, local market prices or established fair trade minimum prices can be used if these can be determined to cover costs of production; if these prices do not cover costs of production, 10% should be added.
- b. Minimum fair prices will not preclude additional price differentials based on quality, where such quality is documented in the contract provisions or where the market for such products recognizes such additional qualities.
- c. The farmer and buyer will negotiate this price premium protection based on:
  - i. The current world or the regional price, where appropriate and whichever is higher, for that commodity.
  - ii. Documented farmer and buyers' costs.
- d. Minimum fair pricing protection will only be triggered when the documented market prices fall below the farmers' cost of production and where the participating farmers specifically seek this protection.

### **1.2.3. Credit**

- a. *In countries where farmer access to fair credit is not widely available, buyers may offer credit to all such farmers for up to 60% of their contract in the form of pre-financing or other mechanisms in favor of the producer, as long as these arrangements are deemed mutually beneficial and are not administered in a scale bias manner. If credit is offered:*
  - i. Disbursement of credit shall take place upon signing of the letter of intent, the agreement or the contract, or at any date after that which meets the needs of the farmer.
  - ii. All credit instruments, direct and indirect, are allowed as long as the resources are made available to the producers in an effective, reasonably-priced and timely manner. Interest rates and all other terms shall be clearly established in the agreement or contract.
  - iii. Other benefits such as profit sharing, company stock options, pooling of insurance, and other creative mechanisms for sharing equity are encouraged as long as they are mutually beneficial.
  - iv. The financing and/or subsidizing of organic inputs should also be considered as an alternative to providing cash credit.

### **1.2.4. Economic realities**

It is recognized that in the current economy, buyers will not always be able to pay a fair price or offer all of the credit opportunities mentioned above. In such circumstances when a fair price and compliance with all of the outlined credit opportunities mentioned above are not feasible the following standards apply.

#### **IF BUYERS ARE UNABLE TO PAY A FAIR PRICE:**

- a. The buyer's inability to do so must be fully documented and justified, including full disclosure of financial records pertaining to the most recent profit and loss statement.

#### **IF BUYERS ARE UNABLE TO PAY A FAIR PRICE:**

- b. Actual prices will be determined through a negotiation process between the buyer and certified farmer and/or the farmers' democratically elected representative.

#### **IF BUYERS ARE UNABLE TO PAY A FAIR PRICE:**

- c. A plan shall be implemented to reach the goal of a fair price with a timeline for improvement and progress towards that goal will be measured.

### **1.2.5. Profit sharing**

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

### **1.2.6 Buyer responsibility to grower groups**

- a. *In cases where growers request it, buyers are encouraged to help support and develop grower groups with democratic Internal Control Systems.*

### **1.2.7. Payments, penalties, and deductions**

- a. Buyers will make payments in a timely way.
- b. *Buyers may provide farmers with a sourcing plan with estimates of future purchases.*
- c. Provisions such as excessive docking by buyers for low quality and other unwarranted deductions are prohibited for all farmers.
- d. Withholdings of payments is prohibited. Payments to farmers must meet the terms of the letter of intent, the agreement, or the contract. The buyer must pay the farmer fully and on time as agreed in purchase agreements.
- e. Late payments to farmers are subject to all local, national, and international laws.

## **1.3. Enforcement**

### **1.3.1. Responsibility for payment of court costs**

- a. Any certified buyer or certified farmer found to be in violation of the law will be responsible for court costs and attorney fees. [NOTE: This provision is essential to helping farmers with a valid complaint engage a lawyer, while also protecting the buyer from unwarranted claims.]
- b. *Buyers are encouraged to develop mechanisms by which farmers of limited resources are able to afford the costs of contract dispute resolution.*<sup>9</sup>

## **1.4. Fair Trade Relationships**

### **1.4.1. Fair trade relationship**

- a. Buyer will have an overall fair trade sourcing policy that favors family-scale, local producers.
- b. Buyer will allow verification of overall buying policies and practices with all farmers.
- c. *The buyer may support the certified farmers by providing information, help with marketing, attending trade fairs, providing advanced training.*
- d. *Buyers are encouraged to develop a plan to share the risk with the farms that supply them.*
- e. *Buyers may pay for the certification fee for farmers. If the buyer pays for the AJP certificate of the farm, the farm is permitted to sell products that the AJP buyer does not buy to other markets: If the farmer chooses to sell farm products to other*

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<sup>9</sup>At least 30 states in the US have Centers for Dispute Settlement that offer low cost or even free mediation services for agricultural conflict resolution.

*buyers the farmer and buyer must negotiate a fair arrangement regarding payment or reimbursement of the costs of certification.*

#### **1.4.2. Sourcing**

- a. *Buyers may increase the percentage of their purchases from certified farms.*

#### **1.4.3. Labor contractors**

- a. *In regions where the use of labor contractors is prevalent, buyers are encouraged to work with farmers and farm employee associations and other community partners to develop AJP compliant farm labor services to meet their specific market needs.*

#### **1.4.4. Honest Audits**

- a. Auditors are granted access to the entirety of requested documents and information necessary to complete the audit.
- b. The operation does not bribe auditors.

### **1.5. Continual Improvement**

- a. Food businesses are required to continually improve their negotiating and contracting practices as they relate to the principles of the AJP standards. Food businesses must select a point to work on and make progress on continuing improvement on an annual basis. Food businesses 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 food business must document the area of specific selected improvement and progress towards this annually. If progress was not achieved the business 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.

### **1.6. Community Relations**

- a. FJC operations are required to invest in their community, in a manner of their choosing in an effort to achieve 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.

## **2.0. Farmer Responsibilities to Buyers**

### ***Principle***

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

### ***Standards***

#### **2.1. Certification**

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

##### **2.1.1. Honest audits**

- a. Auditors are granted access to the entirety of requested documents and information necessary to complete the audit.
- b. The operation does not bribe auditors.

#### **2.2. Transparency**

- a. AJP certified buyers have the right to transparency of the farmers' costs of production for the purposes of determining fair prices for farmers.
- b. AJP certified farmers make the commitment to continually improve their operations, the quality of their products and their skills in calculating production costs.

#### **2.3. Conflict Resolution Procedures**

- a. Formal contracts between farmers and certified buyers must contain a fair conflict resolution process through which buyers and farmers can submit complaints and appeals to address concerns about unfair contracts and other equity/price-setting practices.
- b. In the absence of a formal contract, which provides for fair Conflict Resolution Procedures, mechanisms must be established to provide an equitable procedure by which farmers and certified buyers can submit complaints and appeals to address concerns about unfair contracts and other equity/price-setting practices.
- c. Certified businesses will be protected from farmer retaliation for submitting such complaints.
- d. Farmers will follow the AJP conflict resolution procedures (outlined in the AJP policy manual) in the case that either party is not satisfied with the

outcome of the conflict resolution process outlined in the farmer buyer contract.

#### **2.4. Anti-Discrimination Clause**

- a. The farmer will not discriminate against any buyer, in setting agreements, contracts, pricing, benefits, or any other capacity, on the basis of race, creed, color, national or ethnic origin, nationality, gender, gender identity, age, handicap or disability, union or political activity, immigration or citizenship status, marital status, pregnancy<sup>10</sup> or sexual orientation.

#### **2.5. Long-Term Relationships**

- a. Buyers and farmers will work in good faith to establish long-term and stable relationships which provide mutual respect for the needs and rights of both parties.

#### **2.6. Contracts**

- a. Written contracts or informal agreements with a certified buyer will include terms for: price setting, quality, quantity, shipping schedule, equity-sharing, other benefits, standards, conflict resolution, and any pre finance/credit arrangements and the right of the farmer to be first in line to recover all payments due from the buyer should the buyer go out of business. Both parties shall agree to the terms of the contract before the harvest season or delivery dates have started.

#### **2.7. Right to Know**

- a. Any changes in the contracts or agreements must be negotiated.
- b. Both the buyer and the farmer have up to three business days after signing the contract to change their minds and cancel the agreement without penalty.
- c. No farmer/buyer agreements or contracts will be terminated without just cause.

#### **2.8. Fair Trade Relationship**

- a. If the farmer chooses to sell farm products to other buyers, the farmer and buyer must negotiate a fair arrangement regarding payment or reimbursement of the costs of certification.

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<sup>10</sup>This standard does not restrict an employer from complying with legally required procedures such as in the USA I-9 verification procedures.

## **2.9. Responsibility for Payment of Court Costs**

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

## **2.10 Labor Contractors**

- a. *In regions where the use of labor contractors is prevalent, farmers are encouraged to work with buyers and farm employee associations and other community partners to develop AJP compliant farm labor services to meet their needs.*

## **2.11. Continual Improvement**

- a. AJP certified farms are required to continually improve their negotiating and contracting practices as they relate to the principles of the AJP standards. Farmers must select a point to work on and make progress on continuing improvement on an annual basis. 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 business 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.

## 3.0. Farmer/Employer 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.
  - i. This right must be explicitly included in the employee contract and policies.
  - ii. Violations of these rights include: interference or prevention of strikes; employer proposed or initiated worker elections; worker elections conducted or facilitated by management; mandatory worker participation in elections; prevention of worker organizations from presenting to workers; prevention of trade union representatives from regular and reasonably free access to workers during workers' free time.
  - iii. Employers do not institute unions or alternative associations and do not utilize protection contracts.
- 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.

##### 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

- b. negotiating rights contained in these standards shall be interpreted to apply to one of the three above categories, as appropriate in each particular case.
- c. 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.”
- d. If either party is found to be negotiating in bad faith, the employer will allow access to the conflict resolution procedure outlined by AJP.
- e. *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 but is not limited to the ability to refer to workers’ rights to access representation from Workers’ organizations as well as assistance from dispute settlement centers), 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.
- b. An independently elected workers’ committee may be involved in conflict resolution and in investigating and resolving grievances.

### **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. Hiring and negotiation practices must not be deceptive (as in, all offers, agreements and policies must be communicated in the most transparent and readily understandable manner).
- e. 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, files will include duration of employment for all seasons worked. Workers will have free access, upon request, to their own employee files. Employers will provide workers with a copy of their own employment records upon request.
- f. 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.
- g. Employers will present information to workers orally to ensure that workers understand their employment contract and any other work-related written documents.
- h. 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, pregnancy or sexual orientation.<sup>11</sup>
- b. Employers must not discriminate 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. No physical, psychological, verbal, or sexual harassment or abuse is tolerated. Employer is responsible for disciplining personnel, including supervisors, who engage in any sort of harassment or abuse.
- b. No corporal punishment is allowed.
- c. Deductions from wages or fines as a disciplinary measure are not practiced.
- d. Employer does not retain worker's original legal documents for a period longer than demanded by law.
- e. Employer does not retain any part of a worker's salary or benefits.

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

- f. An employer cannot retaliate against an employee who reports injuries, whistleblower concerns, or activities protected by the Occupational Safety and Health Act.<sup>12</sup> Whistleblower protections apply to many types of reports that employees might make such as failure to comply with legal or professional obligations or regulatory requirements; dangers to health and safety; child protection and safety concerns; wage violations; hygiene and food safety issues; animal welfare; sexual harassment, physical abuse; criminal activity, environmental violations and financial mismanagement. This would also include complaints or allegations against a certified entity that would become a noncompliance after the certifier does their due diligence in investigating the validity of the complaint(s). A 'whistleblower' is a person who raises a genuine concern in good faith relating to any of the above. Complaints may be filed with the Agricultural Justice Project and complaints relating to an employee's own personal circumstances, such as the way one has been treated at work, should refer to the certified entities official grievance policy and or procedures for conflict resolution.

#### **3.1.7. Regular performance reviews**

- a. Employers will provide regular performance reviews for all workers, once a year at a minimum.
- b. Employees will also have the opportunity in the evaluation to provide feedback to the employer and/or their supervisors, free from retaliation.
- c. 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. Use of a recruitment agency is permitted without restriction as long as the employer directly hires the employees, according to 3.1.9. Any labor brokerage fees must not be passed on to the employee to pay back.

#### **3.1.9. Direct hiring and Permanent Positions**

- 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, employers must first post or advertise labor needs to the local community in an attempt to hire qualified individuals directly.

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<sup>12</sup>"Section 11(c) of the OSH Act prohibits employers from discriminating against employees for exercising their rights to file a complaint with OSHA, speak with an inspector, seek access to employer records of injuries or exposure to hazards, reporting an injury or raising safety and health complaints with the employer."

- c. If a farm experiences seasonal or regular short-term labor needs, the employer must organize a committee of employees to advise on labor decisions. This committee may be elected by farm employees or may consist of volunteers as is appropriate for the farm. The employer should meet with the labor committee to discuss potential labor needs, and collectively find solutions. If additional short-term labor is necessary, the committee may advise on how to recruit additional employees and how to incorporate their labor into the existing staff activities.
- d. Farms must not use part-time contracts to avoid hiring full-time positions or to reduce the hourly work-week of other full-time employees. If a farm hires more part-time employees than the industry average, they must ensure that the part-time contracts are justified and that there is a plan to enable employees who wish to obtain full-time positions to increase their work-week until they reach full-time.

#### **3.1.10. Labor contractors**

- a. If a farm faces a sudden short-term labor need, the employer must first consult with the labor committee described in 3.1.9c. If no current workers are available to form a committee, the employer must first consult with AJP worker organizations or local worker organizations regarding the reputations and performance of currently operating labor contractors in their area.
- b. When using a labor contractor, the employer is responsible along with the contractor for the terms of employment and working conditions while the contracted workers are working on the farm. The employer 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) provided by the farm employer 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.
- c. In the case of a documented need for the use of a labor contractor in any of the following scenarios, the employer will follow all pertinent laws, including but not limited to using licensed contractors.
- d. If there is a dispute or grievance at the work site, 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:**

- a. The farm employers seeking variance to direct hire shall first document their need and report such need to their certifier (including documentation that

- the employer advertised locally for workers and was unable to find qualified workers).
- b. Secondly, such employers 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.
  - c. Thirdly, if such collaboration is not possible, then employer will submit an initial request to the certifier (including documents of the above steps) to use an AJP certified labor contractor (see section 7 for labor contractor standards).

**Scenario Two:**

- a. Farm employers failing the above requirements (which includes the possibility of a certified contractor not being available) 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 certified 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 be limited in time and cannot represent a significant portion (more than 10 - 20%) of the total labor requirements of the farm.
  - iii. Such approved transition labor contractors must maintain a clean labor violation record and employer must discontinue use of labor contractor if notified by AJP of a labor violation on the part of the labor contractor. The farm employer will be required to acquire a signed affidavit from the contractor that all pertinent laws related to working conditions and terms of employment are complied with throughout their business (not just in their work contracted with the certified operation in question).
  - iv. During this transition period the employer is responsible for ensuring that all standards are complied with for all contracted workers during their time as employees on the farm and for any additional costs associated with either compliance or additional auditing required to verify the above.

- v. In the event that no AJP certified labor contractor is available to initiate transition, the farm may be granted an exemption to use a labor contractor if:
  - a. The farm makes clear efforts to avoid the use of a labor contractor by continuously seeking alternatives (for example by seeking or investing in technology, or in local labor training and continuous recruitment etc., that would negate the need for a labor contractor.)
  - b. The farm documents the need for a labor contractor
  - c. The farm meets other requirements in 3.1.10 a

**Scenario Three:**

- a. Emergency exemption – Employers 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 employer must submit to the certifier, an explanation of the emergency situation, labor contractor and labor used and time frame, 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 such as h2A and h2B.
  - i. An exemption to this standard can be made if the following criteria are met: (1) the requests for such visas are initiated by the employees and/or their families; (2) visas are for current and/or past employees, their families and/or known members of their communities; (3) the employer is directly engaged in the recruiting and hiring process such that identification and hiring of employees is not being handled by a

- recruitment or other agency. This does not preclude the employer from utilizing professional assistance in submitting paperwork.
- ii. If the employee's right to remain in the country is linked to active employment status, the employer agrees not to terminate employment of any employee working under this class of visa without first allowing a full appeal, as outlined in the AJP conflict resolution process, if the employee so wishes. Employees working under this class of visa must be informed of this right upon being hired.
  - iii. The employer is responsible for any recruitment or other administrative fees as well as travel costs to and from the place of employment at the beginning and end of the contract. All provisions of the visa program, including but not limited to housing, wage provisions, and payment of travel costs, will be independently verified by the certifier.
  - iv. The employer is responsible for increased auditing and inspection costs associated with the utilization of this type of program.
  - v. This exemption will be considered temporary, to be extended only so long as no reasonable alternatives exist to enable the employees in question to arrive and remain in the country.
- b. The employer does not hire and fire workers on a continual basis to avoid providing regular employment. There is no indication that subcontracting, 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 time frame, 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.<sup>13</sup> 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.

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<sup>13</sup>AJP guidance on employee immigration status is covered separately.

- 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.
  - 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.
- g. Employer must not engage in blacklisting of previous employees or in any way discouraging other employers from hiring them.

**3.1.15. Training and capacity building 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 employer, 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.

- f. All required trainings, including those conducted by an outside organization, must be considered paid time on the clock for attending employees.
- g. Employers must work with employees to ensure that development opportunities exist for all and achieving development opportunities is part of employee's work plan. Such opportunities may include but are not limited to:
  - i. Paid time to attend or participate in trainings for job skills.
  - ii. Paid time to shadow or apprentice with advanced workers in higher positions.
  - iii. Employer offers or pays for language classes or other external development opportunities that increase workers' job capacity.

### **3.1.16. Volunteers**

- a. All volunteers present on the farm must be treated fairly with respect to the AJP standards.
- b. Employers accepting volunteers of any type must post notice of this (their right to fair treatment) in a clearly visible and public working space on the farm.

## **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 old's 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.
- 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. In the situation where employees are housed on the farm, while their parents are working on the farm, the employer will provide an arrangement for childcare.
- g. The farm must maintain a written policy which is made clear to staff, published in personnel manuals or elsewhere, stating that child labor is prohibited and ensuring that the participation of minors in any way does not negatively impact their health, security, education or recreation.

### 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 40 or 48 hours (depending on FLSA work classification), that provides for the necessities and allows a livelihood with human dignity. Living wage rates will be determined based on the needs of one individual. A living wage must cover at least resources for adequate nutrition, clothing and sanitary needs, health care, childcare, transportation, housing and utilities, plus savings (10 percent of income). The amount of a living wage will vary by region. The MIT living wage calculator uses information gathered from a wide variety of sources to generate regionally calculated living wages. More specific information on their sources can be found here:  
<http://livingwage.mit.edu/resources/Living-Wage-User-Guide-and-Technical-Notes-2015.pdf>  
and there may be regional or city specific surveys which can also be used to understand very local situations.<sup>14</sup> A living wage can be inclusive of non-monetary fringe benefits. Living wage calculations must not include hours worked beyond 40 or 48 hours, depending on job classification, which is considered voluntary overtime.
- b. Part-time workers must be paid at an hourly rate that would equal a living wage for one individual if multiplied by full-time hours.
- c. Part-time employees must receive equivalent value benefits to full-time employees, prorated according to the number of hours worked or other adequate measurement (example: a prorated number of paid vacation days, contribution to health insurance, etc.)
- d. Wages will allow for employees' access to culture and recreation.
- e. *Employers may make living wage rates inclusive of education expenses for employees as a benefit.*
- f. Employers 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

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<sup>14</sup>While AJP recommends certain calculators, we do not mandate the use of a particular one and in determining whether an employer is paying a living wage, inspectors should take into account whether there are different calculations for the living wage in a given area.

is still in use (during phase out) it must be an hourly equivalent that complies with the living wage standards for all employees.

- g. 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.
- h. Employers will not maintain double records, one set for employer use, the other for sharing with employees, and there will be no off-clock work required.
- i. *If fair trade brings a higher revenue to the business, employers may increase wages and benefits for workers first.*
- j. *Employers may provide year or season-end bonuses to employees.*
- k. 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.
- l. *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.*
- m. *Farms may provide year-round employment for their workers.*
- n. *Employers may make living wage rate adjustments to be inclusive of the number of dependents.*

### **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. Farmers/employers must offer a minimum of 1 hour paid sick time for every 30 hours worked unless more is required by state, regional, provincial, or federal law.
- 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 outlined here.
- b. The sum of regular and overtime hours shall not exceed 72 hours or the maximum allowed by law, whichever is less. Exceptions may be allowed in certain scenarios, such as during seeding and harvest (may not exceed three consecutive weeks), particularly for perishable crops as long as workers willingly engage in additional hours of labor and this is documented. If this

- total exceeds 60 hours per week, this does not occur for more than six months per year.
- c. Employer will provide all employees at least one day of rest out of every seven.
  - d. 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.
  - e. Employers will not require a worker to work more than 48 hours per workweek. Work beyond this is considered voluntary overtime and must be agreed to by the worker.
  - f. 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). This policy must:
    - i. Make clear the employee's opportunity to choose to work voluntary overtime.
    - ii. If an employee has accepted a work agreement in which the employer clearly states that overtime hours may be occasionally required, this overtime policy must make clear the boundaries on those overtime hours. Employees must not be required to work excessive overtime, or overtime on a consistent week after week basis.
    - iii. Make clear the terms for overtime pay and explain a clear path of continual improvement toward providing overtime pay (time and a half) when it is not required already by law.
    - iv. Make clear that voluntary overtime hours (and required overtime hours for employees that have agreed to them) will be well documented and this documentation will be shared with employees at their request.
  - g. Employers will plan for and make every effort to provide alternative work to employees during otherwise unproductive time due to poor weather conditions.
  - h. Employees must know if overtime is mandatory before signing an employee agreement or taking a job.
  - i. Special consideration must be given regarding overtime requirements for employees who have children they must be home to care for.
  - j. Employers must not retaliate or otherwise discriminate against employees for refusing voluntary overtime hours.
  - k. In case of seasonal peak times, deadlines, or other urgent needs for overtime work, only those employees who have previously agreed to work overtime may be required to work overtime. This overtime work must be of a reasonable amount and must be carried out according to terms previously agreed upon in the work agreement or contract. Employees who have not agreed in their work agreement or contract to work overtime must not be required or otherwise pressured to work overtime. Instead, these employees may be offered a choice to do so. (Employers should seek to explain the need

for overtime work to employees and agree upon a workplan that accomplishes the work and compensates employees fairly.)

### **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, monetary fines, or withholdings of any pay until the end of the season are prohibited.<sup>15</sup>

### **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 Family and Medical Leave Act and any additional agreements reached between the Employer and the Employees. (FMLA)<sup>16</sup>
- 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 include: rates of pay, hours worked, period of payment, details of deductions (for taxes, health insurance, etc.), overtime worked, and net amount of wages due.

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<sup>15</sup>As defined in ILO Conventions #95 (Protection of Wages) and #105 (Abolition of Forced Labor).

<sup>16</sup>This varies from Canadian provincial labor law. Ontario guidelines can be found here <https://www.labour.gov.on.ca/english/es/pubs/guide/family.php> under the Employment Standards Act (ESA), 2000.

- c. Payment is made in legal tender (not in the form of prepaid debit cards, 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 the workplace or allowance for parents to leave on time to pick up 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 unless the law determines that other payments take priority. 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 weatherproof, 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 hazardous materials or natural dangers are present, applied or stored. (Employers who document that absolutely no hazardous materials or natural dangers are present or 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. The buffer zone between fields and water must be at least 9 feet.
- c. If pesticides are stored on farm they must be stored in a locked area, off the ground, at least 400 feet from drinking water and 200 feet from surface water.

- d. If hazardous inputs are used, farm must have a system in place for workers and neighbors to report or track pesticides or other chemical exposures or contamination that is due to the farm's activities.
- e. Farm must maintain a written drift management plan to minimize drift of applied hazardous materials or natural dangers.

### **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***

Employers 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.<sup>17</sup>
- 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. 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. All exits must be able to be unlocked from the interior.
- d. Electrical equipment, wiring and outlets must be properly placed, grounded and inspected for overloading and leakage by a qualified individual on a regular basis.
- e. Any transportation provided by the employer must be safe and in compliance with legal requirements.

Employer will not send employees to work in dangerous conditions, such as unusual and potentially hazardous weather events and will allow extra rest periods, as needed, during excessively hot or cold conditions.

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<sup>17</sup>Protection from hazardous employment is outlined in ILO Convention 138.

- f. Employer will not pressure workers into lifting loads that are beyond what they can do safely.
- g. Application of pesticides and other hazardous materials must follow all instructions.
- h. Records of applications of hazardous inputs (pesticides, herbicides, synthetic materials, etc.) must be kept for at least 3 years.
- i. Any mixing of pesticides or hazardous materials must be conducted in designated, well ventilated areas. Closed systems must be used for mixing any materials labeled with "Danger."
- j. *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.*
- k. An employer cannot retaliate against a worker who reports injuries, safety concerns, or other activities protected by the Occupational Safety and Health Act or other concerns about wages, working conditions or food safety. Section 11(c) of the OSH Act prohibits employers from discriminating against employees for exercising their rights to file a complaint with OSHA, speak with an inspector, seek access to employer records of injuries or exposure to hazards, reporting an injury or raising a safety and health complaint with the employer.
- l. New buildings will be designed to minimize energy and water usage as well as waste, and use low VOC (volatile organic compounds) paints and materials, and as older buildings are renovated these features will be added.

### **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 and emergency preparedness. 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 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 toxins or workplace hazards. This training must include proper lifting techniques and weight limits. This training must include a review of all materials used on the farm and any safety regulations or procedures recommended for each of these materials.
- 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.

- f. If pesticides or hazardous materials are applied, workers must be trained upon hire, and annually in safe and proper application practices.
- g. All required trainings, including those conducted by outside organizations, must be considered paid time on the clock for employees.

### **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 employer must provide all workers with necessary working clothes and protective equipment appropriate to their tasks free of charge.
- g. The employer 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.
- h. The employer must provide for maintenance of and/or cleaning of necessary protective equipment.
- i. Employers must ensure that workers use personal protective equipment.

### **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 work site 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 all materials used in their workplace including but not limited to agricultural chemicals, organic inputs, dust, and contamination from genetically modified organisms.
- b. Employers must provide workers with unimpeded access to label information and other written information in their possession pertaining to the toxicity of materials used in the workplace (for instance MSDS).
- 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 engaged in handling toxic materials (including organic inputs) or exposed to hazardous materials must be provided with adequate training and personal protective equipment of good quality and maintained in good condition according to the recommendations on the product label, if applicable, at the employer's expense. Workers must always use such equipment and must never take it to their homes.
- e. If any workers are handling materials for which established medical exams and medical protocols exist, those should be followed or provided to employees. Workers handling organophosphate materials or those labeled with "Danger" or "Warning" must be medically monitored.

### **3.5.9. Pathways to Certification**

These standards allow three pathways to certification:

1. Certified organic, biodynamic, or certified by a Participatory Guarantee System (PGS) like Certified Naturally Grown that is recognized by IFOAM-OI.
  - a. In these cases, the farmer shall provide organic, biodynamic or PGS certification certificate, plus a copy of the section of their organic plan where materials in use are listed
2. Farm claims to use organic practices, but is not certified organic, biodynamic or PGS
  - a. In these cases, farmer must fill out the section of the organic certification application where materials in use are listed.

Principle: Path #3 addresses the constraints found across the country for livestock farmers where access is limited to certified organic processors and / or slaughterhouses, and certified organic feed to comply with National Organic Program certification requirements must be shipped from a great distance. It is the responsibility of the farmer to uphold humane practices for livestock in addition to maintaining organic or biodynamic and sustainable practices on the farm.

3. Crops are certified organic or biodynamic, however, livestock is not certified but producer is claiming to use organic or biodynamic livestock practices.
  - a. It is the responsibility of the farmer to uphold humane practices for livestock in addition to maintaining organic or biodynamic and sustainable practices on the farm.
  - b. The farmer must document to FJC certifier:

- i. Lack of availability and / or cost of certified organic feed
- ii. Lack of availability of a local certified organic slaughterhouse within a reasonable and humane distance
- iii. Feed must be verifiable as non-GMO
- iv. Farmer will not use nanotechnology
- v. Farmer will not use cloned animals
- vi. Farmer will not use growth hormones

#### **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 healthcare 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 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 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 an employer.

#### ***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 employer shall agree on a fair stipend to cover the living expenses of the intern while compensating the employer for providing instruction.
- b. Minimum compensation will be valued no less than minimum wage for interns. Compensation may include additional benefits such as housing or food, valued at a reasonable rate in addition to monetary benefits, as per federal, state or provincial laws.
- c. To ensure that employers 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.
- d. 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.
- e. Required trainings to participate in intern duties must be considered part of the required hours worked by an intern and must be compensated.
- f. Interns must be trained in the AJP standards and program mission.

### **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, as well as at least once during the season or mid-term.
  - iii. Disciplinary procedures.
  - iv. The stipend to be provided to the intern/apprentice by the employer.
  - v. Housing to be provided, if any.
  - vi. The employer's expectations for working hours and types of labor to be provided.
- 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 what the intern/apprentice desires to learn.
  - ii. The educational approach of the farm (hands-on, classroom style).

### **3.7. Continual Improvement**

- a. Employers are required to continually improve their hiring and employment practices as they relate to the principles of the AJP standards. Employers must select an area in section 3.0 to work on and make progress annually. Employers 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 employer must document the area of specific selected improvement and progress towards this annually. If progress was not achieved the employer 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

### **a. 3.8. Community Relations**

- a. FJC operations are required to invest in their community, in a manner of their choosing in an effort to achieve 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.

## 4.0. Food Business Responsibilities to Employees and Interns

Farm Employees are covered under Section 3.0.

### **a. Principle**

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

### **b. Standards**

## 4.1 Labor Rights

### **4.1.1. Freedom of association**

- a. All workers have the right 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.

### **4.1.2. 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 employee(s), 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 food business 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.*

### **4.1.3. 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 but is not limited to the ability to refer to workers' rights to access representation from workers' associations as well as assistance from dispute settlement centers), will be able to present their case through the external AJP Conflict Resolution Procedure. Workers must be informed of this process and how to access it as part of their employee training.

#### **4.1.3. 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 process as outlined above in 4.1.3., 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 employment, workers' right to recover wages in cases of business 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, other benefits such as pensions, maternity/paternity leave, and layoff and recall policies and criteria.
- c. Any subsequent changes in this contract will be negotiated with workers 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. Employers 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. Employers 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.

#### **4.1.5. 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, pregnancy or sexual orientation.<sup>18</sup>
- b. Employers must not discriminate in the assigning of work tasks or other working conditions.

#### **4.1.6. 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.
- g. An employer cannot retaliate against an employee who reports injuries, whistleblower concerns, or activities protected by the Occupational Safety and Health Act.<sup>19</sup> Whistleblower protections apply to many types of reports that employees might make such as failure to comply with legal or professional obligations or regulatory requirements; dangers to health and safety; child protection and safety concerns; wage violations; hygiene and food safety issues; animal welfare; sexual harassment, physical abuse; criminal activity, environmental violations and financial mismanagement. This would also include complaints or allegations against a certified entity that would become a noncompliance after the certifier does their due diligence in investigating the validity of the complaint(s). A 'whistleblower' is a person who raises a genuine concern in good faith relating to any of the above. Complaints may be filed with the Agricultural Justice Project and complaints relating to an employee's own personal circumstances, such as the way one has been treated at work, should refer to the certified entities official grievance policy and or procedures for conflict resolution.

#### **4.1.7. Regular performance reviews**

- a. Employers will provide regular performance reviews for all workers, once a year at a minimum.

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<sup>18</sup>This standard does not restrict an employer from complying with legally required procedures such as in the USA I-9 verification procedures.

<sup>19</sup>"Section 11(c) of the OSH Act prohibits employers from discriminating against employees for exercising their rights to file a complaint with OSHA, speak with an inspector, seek access to employer records of injuries or exposure to hazards, reporting an injury or raising safety and health complaints with the employer."

- b. Employees will also have the opportunity in the evaluation to provide feedback to their employer, free from retaliation.
- c. 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.

#### **4.1.8. Recruitment agencies**

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

#### **4.1.9. Direct hiring**

- a. Use of Labor Contractors/Temp services is discouraged
- b. Businesses should hire direct as first priority and provide permanent jobs
- c. If, due to fluctuations in labor needs (seasonal or for special projects), a food business needs extra labor for a short period of time:
- d. Business may use temp services
- e. Temp service must be registered with appropriate state authorities and have no record of labor violations
- f. Business must keep records of use of temporary workers and temporary workers must have access to their own files upon request
- g. Business must not use temporary hires to avoid hiring permanent workers or to reduce the hourly work-week of permanent workers.
- h. Regularly review number of temporary hires in each department and evaluate need
- i. The number of temporary workers will not exceed from 10 to 20% of the permanent workers in any department of the business.
- j. If a business is using temporary workers while reducing hours per week for direct hired workers for three consecutive weeks and the direct hired workers have less than 40 hours a week, then the business will discontinue using temporary workers.
- k. Temporary workers have the same rights to freedom of association as permanent employees
- l. Conflict resolution process for permanent workers must also apply to temporary hires, including AJP final appeal
- m. Health and safety standards must be the same as for permanent workers
- n. The business will have in place documentation that clearly justifies temp hire vs permanent position.
- o. Documentation should include purpose of position, duties and responsibilities, rate of pay, and expected length of time temporary hire is needed.
- p. Have a documented process in place to re-evaluate temporary positions if need exceeds expected length of time. This documentation should answer the questions – Is the need on-going, (in which case, should this be a permanent hire?) Do the workers prefer temporary status?
- q. Relations with Temp Service:
  - i. Business must share full legal responsibility for hired workers with Temp service
  - ii. A contract between the Temp Service and the Business details the relationship, including joint legal responsibility for temporary hired

- employees, all costs charged by Temp Service to both Business and temporary employees
- iii. Business sets wage scale so that temp workers are paid comparable wages with permanent employees
  - iv. Temp workers must have workers comp and unemployment insurance
  - v. Same safety and legal training as permanent workers
  - vi. Business must provide needed safety equipment free of charge to workers
  - vii. Full transparency to employees: contract details job location, work duties, wages, all employee costs and fees
  - viii. If transportation is provided by the Temp service, 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 a living wage, comparable to wages for permanent employees.
  - ix. There will be no retaliation by the Temp agency against Temporary employees who consult with a lawyer or community organization or form a group with other temp workers to discuss working conditions with the Temp agency.
  - x. The employer is responsible for making sure the temporary workers receive the wages they earned.

#### **4.1.10. 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.

#### **4.1.11. 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.

#### **4.1.12. 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 such as h2A and h2B.
  - i. An exemption to this standard can be made if the following criteria are met: (1) the requests for such visas are initiated by the employees and/or their families; (2) visas are for current and/or past employees, their families and/or known members of their communities; (3) the employer is directly engaged in the recruiting and hiring process such that identification and hiring of employees is not being handled by a recruitment or other agency. This does not preclude the employer from utilizing professional assistance in submitting paperwork,

- ii. If the employee's right to remain in the country is linked to active employment status, the employer agrees not to terminate employment of any employee working under this class of visa without first allowing a full appeal, as outlined in the AJP conflict resolution process, if the employee so wishes. Employees working under this class of visa must be informed of this right upon being hired.
- iii. The employer is responsible for any recruitment or other administrative fees as well as travel costs to and from the place of employment at the beginning and end of the contract. All provisions of the visa program, including but not limited to housing, wage provisions, and payment of travel costs, will be independently verified by the certifier.
- iv. The employer is responsible for increased auditing and inspection costs associated with the utilization of this type of program.
- v. This exemption will be considered temporary, to be extended only so long as no reasonable alternatives exist to enable the employees in question to arrive and remain in the country.
- b. The employer does not hire and fire workers on a continual basis to avoid regular employment. No indication that subcontracting, homeworking, apprenticeships or other methods are used to avoid providing regular employment and direct contracting.
- 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 time frame, 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.<sup>20</sup> It is the responsibility of the employer to know his/her legal obligations and to comply.

#### **4.1.13. 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:

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<sup>20</sup>AJP guidance on employee immigration status is covered separately.

- d. Reinstated and compensated for loss of earnings during the period of the related discharge or disciplinary action or
  - i. If reinstatement is not the desire of both the employee and employer, the employer will offer a mutually agreeable severance package.
  - ii. In the case of a worker being found to have been fired unjustly, employer will not blacklist them formally or informally.
- e. Workers have the right to terminate employment without restriction.
- f. 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.
- g. 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.
- h. Employer must not engage in blacklisting of previous employees or in any way discouraging other businesses from hiring them.
- i. In the case of food businesses that have at-will status, the possible scenarios include:
  - i. Business renounces at will
  - ii. For businesses that choose to not renounce at will:
    - a. Employee handbook must include: an extended probation period at beginning of employment during which careful evaluation and review of employee occurs.
    - b. Employee handbook has step-by-step process for review of employee performance, disciplinary actions and termination and the employer can document having followed this process with every employee who has been disciplined or terminated.
    - c. The employer provides an explanation to certifier for keeping at will in handbook
    - d. The employer establishes a separate file for all terminations that will be reviewed by certifier and worker organization during initial audit and renewals.
    - e. If employer fires an employee without following the process for discipline and termination in the business's own policy handbook, this will trigger a special review. Any deviation from the employee manual and other employee-related policies will be considered a standards violation. The employer must notify certifier and AJP and provide justification for this action. Justifiable causes for immediate termination include danger to other employees, violence, use of drugs

and similar extreme situations, which should be listed in the employee policy handbook. The Certifier and AJP will review the case and if they find that the termination was unjust, the employer will lose AJP certification.

- f. Employer will provide new employees with a written statement or brochure explaining their appeals, discipline and termination process, and the possibility of appeals to the AJP conflict resolution committee. This policy statement or orientation brochure explains that:
  - 1. The business is AJP Certified to use the Food Justice label
  - 2. The business recognizes employees' rights to freedom of association
  - 3. The business retains its at-will employer status
  - 4. The business has a conflict resolution process for dealing with employee grievances and a tiered-disciplinary process for infractions and terminations
  - 5. In certifying under the Food Justice label, the business makes the commitment to adhere to its conflict resolution process. In choosing to discipline or terminate an employee without cause, the business risks losing AJP certification

#### **4.1.14. Trainings and capacity development for 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. Employer must post in an area accessible to and frequented by employees' information regarding their rights under AJP.
- c. *If not conducted by the management or business owner, such training may be conducted by local worker 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.
- f. All required trainings, including those conducted by an outside organization, must be considered paid time on the clock for attending employees.
- g. Employer must work with employees to ensure that development opportunities exist for all and achieving development opportunities is part of employee's work plan. Such opportunities may include but are not limited to:
  - i. Paid time to attend or participate in trainings for job skills

- ii. Paid time to shadow or apprentice with advanced workers in higher positions
- iii. Employer offers or pays for language classes or other external development opportunities that increase workers job capacity

## **4.2. Child Labor**

### **4.2.1. 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, AJP standards allow the full-time employment of 16 to 18-year old's if it can be documented that the minor 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 must 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.
- d. The employer must facilitate 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 must maintain a written policy which is made clear to staff, published in personnel manuals or elsewhere, stating that child labor is prohibited and ensuring that the participation of minors in any way does not negatively impact their health, security, education or recreation.

## **4.3. Wages and Benefits**

### **4.3.1. 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 40 or 48 hours (depending on FLSA work classification), that provides for the necessities and allows a livelihood with human dignity. Living wage rates will be determined based on the needs of one individual. A living wage must cover at least resources for adequate nutrition, clothing and sanitary needs, health care, childcare, transportation, housing and utilities, plus savings (10 percent of income). The amount of a living wage will vary by region. The MIT living wage calculator uses information gathered from a wide variety of sources to generate regionally calculated living wages. More specific information on their sources can be found here: <http://livingwage.mit.edu/resources/Living-Wage-User-Guide-and-Technical-Notes-2015.pdf> and there may be regional or city specific surveys which can also be used

to understand very local situations.<sup>21</sup> A living wage can be inclusive of non-monetary fringe benefits. Living wage calculations must not include hours worked beyond 40 or 48 hours, depending on job classification, which is considered voluntary overtime."

- b. Part-time workers must be paid at an hourly rate that would equal a living wage if multiplied by full-time hours.
- c. Part-time employees must receive equivalent value benefits to full-time employees, prorated according to the number of hours worked or other adequate measurement (example: paid vacation days, contribution to health insurance, etc.)
- d. Wages will allow for employees' access to culture and recreation.
- e. Employers 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 achievement 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 standards regarding living wage for all employees.
- f. *If fair trade brings a higher revenue to the business, employers are encouraged to increase wages and benefits for workers first.*
- g. *Wage increases may prioritize additional necessities that may be included in an expanded living wage, such as education.*
- h. *Employers are encouraged to provide year or season-end bonuses to employees.*
- i. For pay increases a clear policy will be developed and communicated to workers that is based on criteria that could include seniority, job performance based on transparent evaluations, and business profits.
- j. *Employers may develop mechanisms that encourage increased participation and responsibility of employees in the enterprise.* Employers shall provide wages and benefits commensurate with such increased responsibility.
- k. *Employers may provide year-round employment for their workers.*
- l. 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.

#### **4.3.2. Economic realities**

In the current economy, employers 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 costs of doing business sufficient to verify their financial status and allow for fair and transparent

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<sup>21</sup>While AJP recommends certain calculators, we do not mandate the use of a particular one and in determining whether an employer is paying a living wage, inspectors should take into account whether there are different calculations for the living wage in a given area.

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 democratically chosen, free from employer or supervisor interference or intimidation, representatives of employees.
- 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.
- e. In no case will the ratio of lowest paid employee to highest paid (including the general manager/owner/employer) be greater than one to twelve, 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 enterprise.

**4.3.3. Right to benefits**

- a. Employees are entitled to workers compensation, disability, and unemployment coverage, social security, sick leave, and maternity or paternity leave.
- b. Employers should never require an employee to work who is ill or requiring medical attention.
- c. The 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 must offer a minimum of 1 hour paid sick time for every 30 hours worked unless more is required by state law.

**4.3.4. 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. Employer must comply with all laws pertaining to overtime and total hours worked per week, as well as the standards outlined 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 are fully remunerated even for short-term hourly paid labor.
- d. Employers will not require a worker to work more than 40 hours per workweek. Work beyond this is considered voluntary overtime and 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). This policy must:
  - i. Make clear the employee's opportunity to choose to work voluntary overtime.
  - ii. If an employee has accepted a work agreement in which the employer clearly states that overtime hours may be occasionally required, this overtime policy must make clear the boundaries on those overtime hours. Employees must not be required to work excessive overtime, or overtime on a consistent week after week basis.
  - iii. Make clear the terms for overtime pay.
  - iv. Make clear that voluntary overtime hours (and required overtime hours for employees that have agreed to them) will be well documented and this documentation will be shared with employees at their request.
- f. Employers using exempt status salaried employees must have a policy in place stating the expected workload for each exempt employee and the accuracy of the stated workload should be evaluated annually during the employee's annual evaluation.
- g. Overtime is paid at time and a half.
- h. Employers will plan for and make every effort to provide alternative work to employees during otherwise unproductive time due to poor weather conditions.
- i. If accommodation or other in-kind remuneration is offered, worker can choose freely between in-kind and cash payment.
- j. Employees must know if overtime is mandatory before signing an employee agreement or taking a job.
- k. Special consideration must be given regarding overtime requirements for employees who have children they must be home to care for.
- l. Employers must not retaliate or otherwise discriminate against employees for refusing voluntary overtime hours.
- m. In case of seasonal peak times, deadlines, or other urgent needs for overtime work, only those employees who have previously agreed to work overtime may be required to work overtime. This overtime work must be of a reasonable amount and must be carried out according to terms previously agreed upon in the work agreement or contract. Employees who have not agreed in their work agreement or contract to work overtime must not be required or otherwise pressured to work overtime. Instead, these employees may be offered a choice to do so. (Employers should seek to explain the need for overtime work to employees and agree upon a workplan that accomplishes the work and compensates employees fairly.)

#### **4.3.5. Seniority**

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

#### **4.3.6. 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.)

#### **4.3.7. 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.

#### **4.3.8. Penalties and deductions**

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

#### **4.3.9. 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.*

#### **4.3.10. 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 include: 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 prepaid debit cards, promissory notes, vouchers or coupons).

#### **4.3.11. 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):*
  1. *An enterprise that produces, processes, or sells food is encouraged to offer employees a discount on food purchases or free food.*
  2. *Employers providing meals to employees may do so at no or low cost (such as covering costs of providing such food).*
  3. *The employer is encouraged to do whatever possible to provide small loans at good conditions in case of need.*

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<sup>22</sup>As defined in ILO Conventions #95 (Protection of Wages) and #105 (Abolition of Forced Labor).

4. *Employees may receive training in business practices to allow them to understand the business methods of operation, marketing, and economics, to improve their skills and value to the business and to advance in their field of work,*
5. *Employer may work toward providing all permanent workers (including regularly returning seasonal workers) full health insurance,*
6. *Employer may work toward providing all permanent workers (including regularly returning seasonal workers) the benefits of a pension fund,*
7. *Employer may provide profit sharing,*
8. *Employer may offer daycare at workplace or allowance for parents to leave on time to pick up children from school.*
9. *Employer may improve on health and safety policies, leave and retirement benefits, and job security above what is required by these standards.*

#### **4.3.12. 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.

## **4.4. Employer Provided Housing**

### **4.4.1. 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 weatherproof, 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.*

#### **4.4.2. Protection from contamination**

- a. Employers must provide a buffer zone between worker housing and areas where hazardous substances are applied or stored. (Employers who document that absolutely no hazardous substances are used, 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 or other chemicals.

#### **4.4.3. 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.

### **4.5. Health and Safety**

#### **a. Principle**

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

#### **b. Standards**

##### **4.5.1. 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.<sup>2324</sup>

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<sup>23</sup>Protection from hazardous employment is outlined in ILO Convention 138.

- b. Workplace must have adequate safety equipment, such as gloves and masks, first aid kit, and 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 must be provided. They must be 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 employer must (*should*) 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
- j. An employer cannot retaliate against a worker who reports injuries, safety concerns, or other activities protected by the Occupational Safety and Health Act or other concerns about wages, working conditions or food safety. Section 11(c) of the OSH Act prohibits employers from discriminating against employees for exercising their rights to file a complaint with OSHA, speak with an inspector, seek access to employer records of injuries or exposure to hazards, reporting an injury or raising a safety and health complaint with the employer.

#### **4.5.2. Safety training**

- a. Employers must provide timely trainings for workers regarding workers' legal rights related to worker protection, chemical safety, and requirements for sanitation and food safety. 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 are encouraged to make arrangements for unions or workers' organizations to conduct these trainings when possible.
- d. Employers must educate employees on adequate ergonomic considerations to promote long term well-being.
- e. All employees performing particularly hazardous tasks, such as, but not limited to, use of chemicals and mechanic equipment, must receive adequate and thorough additional training.
- f. All required trainings, including those conducted by outside organizations, must be considered paid time on the clock for employees.

**4.5.3. Access to medical care**

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

**4.5.4. Rest and sanitation facilities**

- a. Employers must encourage workers to take sufficient breaks to allow for periodic rest, consumption of water, and 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 accessible sanitation facilities that do not result in significant delays to use facilities and or result in docking pay due to distance or inconvenience of location of sanitation facilities.
- c. Employers must provide safe and clean water to workers for consumption and hand washing (and household use in the case of employer-provided housing).
- d. If the employer requires employees to wear a uniform, the employer provides all workers with the required uniform free of charge.
- e. The employer must provide all employees who are exposed to toxic materials with necessary working clothes and protective equipment appropriate to their tasks free of charge.
- f. There is a dedicated area for undressing and washing with individual lockable storage facilities available to all workers if they are required to change clothing for work, when workers are exposed to toxic materials or required to change clothing for work.
- g. The employer must provide for maintenance of and/or cleaning of necessary protective equipment

**4.5.5. 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 an employee 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 work site or in the employer-provided housing, or during transportation if employer provides transportation to employees 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.

#### **4.5.6. Reduction of accidents**

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

#### **4.5.7. Health and safety committee**

- a. In those businesses with 10 or more employees, 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. In those businesses 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 will make every effort to involve workers and their representatives in addressing health and safety concerns.

#### **4.5.8. Right to know about toxic materials**

- a. Employers must provide information to workers about the hazardous and toxic materials used in their workplace.
- b. Employers must provide workers with unimpeded access to label information (including MSDS) and other written information in their possession pertaining to the toxicity of materials used in the workplace.
- 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 or facing natural dangers 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.

#### **4.5.9. Least toxic alternative**

- a. The employer 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 in the workplace, (including cleaning, pest control, or other) the employer must provide written documentation about how these meet the least toxic alternative, meeting the following criteria:
  - i. The employer must develop and implement a tiered least toxic alternative pest management plan that includes at a minimum:
    - a. A list of potential problems (pest and other),
    - b. A first-tier response using non-chemical approaches,
    - c. A second-tier response that uses the least toxic alternative, which includes reduced risk chemicals to minimize risks to the environment and to employees and interns.
  - ii. If the operation 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 management plan standard must be implemented.
  - iii. The employer will not use high-risk materials or high risk inert materials (see Appendix I).
  - iv. Business will not use GMOs.
  - v. Business will not use cloned animals.
  - vi. Business will not use nanotechnology.
- c. Chemical, physical and biological substances and agents used on the business site must be stored, issued, handled and used in such a way that health risks are minimized.
- d. In using or applying chemicals on the business site, re-entry intervals as specified on the product label, MSDS, or user instruction manual must be strictly observed.

#### **4.5.10. 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 workers' 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

#### **4.5.11. 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.

#### **4.5.12. Protection from hazards**

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

#### **4.5.13. Health and safety violations**

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

#### **4.6. Continual Improvement**

- a. Food businesses are required to continually improve their hiring and employment practices as they relate to the principles of the AJP standards. Food businesses must select an area in section 4.0 to work on and make progress on annually. Food businesses 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 food business must document the area of specific selected improvement and progress towards this annually. If progress was not achieved the business 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.

#### **4.7. Interns and Apprentices**

##### **4.7.1 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 employer shall agree on a fair stipend to cover the living expenses of the intern while compensating the employer for providing instruction.
- b. Minimum compensation will not be valued below minimum wage for interns. Compensation may include additional benefits such as housing or food, valued at a reasonable rate in addition to monetary benefits, as per federal, state or provincial laws.
- c. To ensure that employers 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.
- d. 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.

- e. Required trainings to participate in intern duties must be considered part of the required hours worked by an intern and must be compensated.

#### **4.7.2. 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. Methods of evaluation for providing regular feedback and for mutual evaluation at the end of the internship.
  - ii. Disciplinary procedures.
  - iii. The stipend to be provided to the intern/apprentice by the employer.
  - iv. Housing to be provided, if any.
  - v. The employer's expectations for working hours and types of labor to be provided.
- b. The contract must also cover the opportunities to be provided by the employer for the intern/apprentice to meet educational goals either on site or through visits to other businesses, 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 business (hands-on, classroom style).

#### **4.8. Community Relations**

- a. FJC operations are required to invest in their community, in a manner of their choosing in an effort to achieve 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 service.

## 5.0. Grower Group Responsibilities

Grower groups under the AJP standards have responsibilities to farmers (section 1.0), to buyers (section 2.0), to employees on member farms (section 3.0), and to the grower group administrative staff (section 4.0). In addition, grower groups are required to meet the standards outlined below regarding the structure and organization of the grower group (section 5.0).

### 5.1. Grower Group Structure

#### 5.1.1. Compliance

- a. Grower groups can apply as a group only if less than 50% of member farms in the entire group have hired workers and if the total number of employees on any given farm is less than 10, not including co-op administrative staff or other non-farm staff.
- b. Grower groups must be compliant with all standards in sections 1.0, 2.0, 3.0 and 4.0 of these standards.
- c. Grower Groups must be certified by an AJP approved or accredited certifier.

#### 5.1.2. Democratic structure

- a. Grower groups must be owned by member farmers.
- b. Farmer cooperatives and grower groups will be democratic in organizational structure.

#### 5.1.3. Record keeping

- a. Grower groups will keep records on member growers that are accessible to growers and on their relationship with grower group management. These records will include:
  - i. Agreements for farm product
  - ii. A list of all member farms and basic characteristics (including name, identification number if relevant for tracking, dates of internal inspections, number of employees and interns, size of operation)
  - iii. Standardized format for gathering information regarding farm practices that are relevant to AJP certification and compliance.
  - iv. Sales, purchasing, and processing records,
  - v. Internal inspection reports
  - vi. Identified internal and external non-compliances and follow up actions
  - vii. Complaints and appeals and follow up.
  - viii. Internal Control System (ICS) trainings.

#### 5.1.4. Notification of certifier

- a. Grower group will report annually to certifier any changes in structure, governance, and composition of group.

- b. Grower group will notify certifier of internally detected non-compliances and remedy annually.

**5.1.5. Internal control system (ICS)**

- a. The grower group will establish an internal control system that avoids conflict of interest in internal auditing decision-making, and price negotiations.
- b. Grower group will evaluate effectiveness of ICS annually and make necessary improvements.
- c. GG members who do not sell into the FJC labeled product of the GG do not have to comply with AJP standards or be verified to be in compliance. However, these members are required to be in compliance and have an internal audit prior to selling ANY product into an FJC labeled GG product.
- d. Grower group members will commit to comply with AJP standards (in writing), to providing grower group with information about farm operation that is required for internal monitoring and certification, and to participate in the grower group internal audit (including allowing worker representatives to interview workers on farms) and external certification audit.
- e. Internal audits and external inspections may occur simultaneously, provided the certifier retains control over decision of which member farms to visit and inspect for the external inspection and retains the right to visit any farms the certifier inspector deems necessary even if the internal audit has already occurred or was not planned to occur simultaneously with the external inspection.
- f. Grower group ICS will include annual check-in with all member farmers who are required to comply with the Standards regarding compliance with AJP Standards and regarding relationships with grower group representative negotiating on their behalf. This includes at a minimum:
  - i. Annual on-farm internal audit of all member farms with any labor (seasonal, year-round, part-time or full-time) with an AJP approved worker representative.
  - ii. On-farm internal audit of all member farms without labor every other year.
  - iii. A separate risk assessment mechanism designed to identify farms that have added labor and a mandatory on-farm, internal audit of these farms in the same year added labor is detected.
- g. Internal auditor must have training in AJP standards and audit protocol.
- h. Internal non-compliances will be classified as major or minor by the ICS based on a list developed by the ICS, using AJP criteria for major and minor non-compliances.
- i. Grower group will outline in writing and distribute to member growers the sanctions of internally and externally detected non-compliances. This outline of sanctions must include timelines for action and responses and will include situations under which member product will be separated from group product and not sold as certified.
- j. Grower group ICS will have a relationship with an AJP approved worker representative who attends the internal audits (and is provided with the final internal review conclusions before they are sent to the farmer).

- k. New grower group members must be inspected internally before any product from their farm can be sold as AJP certified.
- l. The grower group is responsible for the integrity of the internal audit and that it meets all AJP requirements related to the standards and to the monitoring system (ICS).

## **5.2. Conflict Resolution Procedure**

- a. The grower group ICS will outline and use a Conflict Resolution Procedure consistent with AJP standards, which will include a process through which growers can appeal internally detected non-compliances.

## **5.3. Member Growers' and Management Staff Responsibilities and Understanding**

- a. Member growers are aware of their responsibility for ensuring that grower group personnel and leadership are upholding AJP standards related to farmer responsibilities to buyers when negotiating on their behalf.
- b. Control and communication mechanisms exist and are used by member growers to ensure the group is complying with AJP standards regarding farmer responsibilities to buyers.
- c. Member growers are aware of their responsibility for ensuring that grower group personnel and leadership are upholding AJP standards related to fair negotiations and contracting with member farmers (section 1.0). Control and communication mechanisms exist and are used by member growers to ensure grower group is complying with AJP standards regarding buyer responsibilities to farmers.
- d. Grower group will have written roles for members, personnel, and leadership that clearly outline responsibility regarding management of the group and compliance with AJP standards, including group organized trainings or educational materials to improve member growers' understanding of AJP responsibilities.

## **5.4. Separation of Farm Products**

- a. Grower group must have a mechanism for ensuring separation of AJP products from non-certified products through a traceability system.
- b. This separation must be able to be implemented quickly in the event that a serious non-compliance is detected with a member grower that would require separation of the farm's product.

## **5.5. Integrity of Grower Group Products**

- a. Grower group shall maintain a tracking system that ensures individual farm products can be identified, traced, and separated.
- b. Grower group must have a system in place to ensure that external products or ingredients are not introduced into group products at the individual farm level.

- c. Grower group will only purchase a minimal percentage of ingredients from outside the member growers for use in grower group products.
- d. Grower group will not purchase products from outside the group that group members can and prefer to supply to the group unless:
  - i. There is a shortage of farm product for selling agreements that no member farm can fill and
  - ii. The group purchases from independently certified AJP farms or grower groups.
- e. Grower group members will not sell their farm products independently as certified products unless they have independent AJP certification.

## **5.6. Community Relations**

- a. FJC operations are required to invest in their community, in a manner of their choosing in an effort to achieve 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.

## **6.0 Food Business Responsibilities to Other Food Businesses**

### **6.1 Freedom of association**

- a. All certified businesses have the right to freedom of association free from retaliation of any kind by the certified buyer or his/her agents.
- b. Buyers are required to comply with all regional and national laws regarding freedom of association and rights to collective bargaining.

### **6.2 Negotiation Process**

- a. Certified businesses shall have the right to choose their representatives in a process free of interference or intimidation from other certified businesses.

### **6.3 Conflict resolution procedure**

- a. Formal contracts between certified businesses must contain a fair conflict resolution process through which certified businesses can submit complaints and appeals to address concerns about unfair contracts and other business practices.
- b. In the absence of a formal contract, which provides for fair Conflict Resolution Procedures, mechanisms must be established to provide an equitable procedure by which certified businesses can submit complaints and appeals to address concerns about unfair contracts and other business practices.
- c. Certified businesses will be protected from retaliation for submitting such complaints.
- d. Certified businesses agree to follow the AJP conflict resolution procedures (outlined in the AJP policy manual) in the case that either party is not satisfied with the outcome of the conflict resolution process.

### **6.4 Long-term relationships**

- a. Certified businesses will work in good faith to establish long-term and stable relationships which provide mutual respect for the needs and rights of both parties.

### **6.5 Right to Know**

- a. Certified businesses must provide, if requested by other certified businesses with whom they do business, a copy of the contract defining the business' roles, payments, schedule, quantity, quality of product, way to submit a complaint, and any other terms of business transaction. If written contracts

exist, contracts must be written and/or explained in a language understood by the certified business representative. The information must be easy to read and understand and must clearly disclose all major material risks.

- b. All contract or agreement terms and any changes in the contracts or agreements between certified businesses must be negotiated in good faith.
- c. Certified businesses must have free access, upon request, to contract files on them and be provided a copy thereof upon their request.
- d. Certified businesses will make transparent procedures for grading and justifications for price differentials based on quality
- e. Certified businesses will give other certified businesses information on the total quantity delivered and the total money paid certified businesses.
- f. Written agreement if either certified business wants a written agreement.

### **6.6 Anti-discrimination clause**

- a. Certified businesses shall not discriminate against any certified business in setting agreements, contracts, pricing, benefits, or any other capacity, on the basis of race, creed, color, national or ethnic origin, nationality, gender, gender identity, age, handicap or disability, union or political activity, immigration or citizenship status, marital status, pregnancy or sexual orientation.

### **6.7 Human relations**

- a. All businesses transaction must be done with dignity and respect, without physical, psychological, verbal, or sexual harassment or other abuse.

### **6.8 Termination of contracts**

- a. No agreements or contracts between certified businesses will be terminated without just cause.
- b. All certified businesses have the right, if they so request, to have a representative of their choosing present during any agreement or contract interview or renewal.

### **6.9 Fair Pricing**

- a. The prices paid between certified businesses will be based on:
  - 1. Documented costs.
  - 2. Fair and open negotiations that set a fair price that is acceptable to both parties.
  - 3. Where appropriate, the world price or regional price for that specific type of product, whichever is higher.
  - 4. The product's specific market qualities; including but not limited to – additional identity preserved claims of organic, geographic indicators and other verified sustainability claims.

*Businesses are encouraged to adopt all the practices outlined in these standards with all businesses from whom they buy product.*

#### **6.10 Fair Business Practices**

- a. The pitting of one certified business against another to drive down prices and the use of a discriminatory ranking system for determining payments is prohibited. Any such retaliation or the spreading of false or misleading information by the buyer or the buyer's agents shall not be allowed.

#### **6.11 Payments, penalties, and deductions**

- a. Provisions such as excessive docking for low quality and other unwarranted deductions are prohibited for all certified businesses.
- b. Withholdings of payments is prohibited. Payments to certified businesses must meet the terms of the letter of intent, the agreement, or the contract. The buyer must pay other certified businesses fully and on time as agreed in purchase agreements.

This standard does not restrict an employer from complying with legally required procedures.

## **7.0 Non-Profits and Non-Profit Cooperatives**

Employees of nonprofits should have the same rights and protections as employees of food businesses. Non-profit organizations should meet the standards in section 3.0 or 4.0, depending on the type of business, unless the certifier determines that they are not-applicable (example, if the non-profit does not offer housing, section 4.4.1 does not apply.) However, non-profit organizations have unique structures which are not completely covered by the standards in section 3.0 or 4.0. Thus, in addition to these standards, the following apply:

### **7.1. Democratic Board Member Selection and Processes**

- a. Board members are selected based on a transparent and democratic process which is a written policy of the organization and is made available to staff. Board nominations/positions are also open to the communities or stakeholders that the program claims to help.
- b. Board meetings are scheduled in advance with enough time for all members and members of staff to have notice of the meeting.
- c. Agendas and minutes from board meetings are available to all members of the board and staff.
- d. There are clear channels for participation of staff in board decision making, such as opportunities for comments and input in advance of Board meetings.
- e. Board members are qualified to make decisions related to the organization's mission, and have experience directly related to the topics covered by the non-profit.
- f. In case of new or changing areas of work in staff activities, board members are informed and given the opportunity to comment with respect to the organization's mission.

### **7.2. Clarity of Responsibility and Tasks**

- a. Staff members have clear and detailed job descriptions with associated tasks which cover all areas of work of the organization.
- b. If new tasks or areas of work are added by the organization, a discussion takes place among staff to ensure that the new tasks are assigned fairly, and job descriptions do not exceed normal working hours.
- c. A decision-making policy has been agreed upon and is clear to staff, and staff members know who to inform and under what circumstances to ask for board approval of new or changing areas of work.

### **7.3. Conflict Resolution for Board Members and Staff**

- a. The organization must adapt its conflict resolution policy so that it specifically addresses and details an appropriate procedure for managing disputes amongst board members, or between board and staff members.
- b. This policy must be made clear to the board and staff.

#### 7.4. Anti-Discrimination and Whistleblower Protection Clauses

- a. The organization will not discriminate in setting agreements, contracts, pricing, benefits, or any other capacity, on the basis of race, creed, color, national or ethnic origin, nationality, gender, gender identity, age, handicap or disability, union or political activity, immigration or citizenship status, marital status, pregnancy or sexual orientation.<sup>24</sup>
- b. An organization cannot retaliate against anyone who reports injuries, whistleblower concerns, or activities protected by the Occupational Safety and Health Act.<sup>25</sup> Whistleblower protections apply to many types of reports that people might make such as failure to comply with legal or professional obligations or regulatory requirements; dangers to health and safety; child protection and safety concerns; wage violations; hygiene and food safety issues; animal welfare; sexual harassment, physical abuse; criminal activity, environmental violations and financial mismanagement. This would also include complaints or allegations against a certified entity that would become a noncompliance after the certifier does their due diligence in investigating the validity of the complaint(s).<sup>26</sup>

#### **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.*

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<sup>24</sup>This standard does not restrict an employer from complying with legally required procedures such as in the USA I-9 verification procedures.

<sup>25</sup>"Section 11(c) of the OSH Act prohibits employers from discriminating against employees for exercising their rights to file a complaint with OSHA, speak with an inspector, seek access to employer records of injuries or exposure to hazards, reporting an injury or raising safety and health complaints with the employer."

<sup>26</sup>Complaints may be filed with the Agricultural Justice Project and complaints relating to an employee's own personal circumstances, such as the way one has been treated at work, should refer to the certified entities' official grievance policy and or procedures for conflict resolution.

## **8.0 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***

#### **8.1 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.

#### **8.2 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.

#### **8.3 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.
- c. In such cases the relevant AJP standards for wages and benefits must still be met in all cases.
- d. Workers will not be obligated to pay back any labor brokerage fees.
- e. The contractor is required to fairly share any increased income from contracts with AJP certified farms or businesses, with employees.

## 8.4 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 relocating them to another work site 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 a living wage, comparable to wages for permanent employees.

## 8.5 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 work site.

- 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.

## **8.6 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.