

Toward Social Justice and Economic Equity in the Food System



**A Call for Social Stewardship Standards
in Sustainable and Organic Agriculture**



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Executive Summary

The National and International Contexts for Social Justice Labels

The success of “Organic” and its limitations

Now is the time to address the issue of social justice as pertains to ecolabels. With the implementation of USDA’s National Organic Standards, we have passed another important milestone in the long history of US organic standards development. The organic label, the first mainstream marketplace-identified product of sustainable agriculture and “the mother of all US ecolabels”, has much to be proud of:

- Double-digit growth for over two decades
- Strong consumer confidence
- Standardized national and international environmental and humane food production and processing guidelines
- Verifiable third-party non-governmental and governmental certification and accreditation systems
- Marketplace rewards to farmers
- Reduction in toxic pesticide use, which lowers farmers’ and farmworkers’ occupational health risks.

This is progress. We should take pride in the positive aspects of this achievement. Organic is the new benchmark to which all other labels will be compared. But with this success comes the challenges of dilution, co-optation, and concentration. This process also helps to focus our attention on the work that remains. Environmental and humane practices alone cannot achieve sustainability in our food systems – we must have social justice.

Finally, there is concern about how best to ensure that the early adopters – small farmers, farmworkers and indigenous producers in the North and the global South – can fairly benefit from the growth of both organic and ecolabeling strategies.

Rising public interest in and consumer demand for a socially just marketplace

The public is increasingly attracted to goods produced under socially just conditions. This is evident in the growing popularity of both fair trade and certified sweatshop-free products. While both of these programs have focused mainly on imported goods, chiefly from nations in the global South, the two concepts also can and should be focused inward on domestically-produced agricultural products.

European consumers are increasingly demanding such products. Although the market is much smaller in the US than in Europe, it is growing. These products are primarily tropical goods from the South – coffee, tea, chocolate, and now rice – but the same principles can apply to all commodities.

Current projects in social justice ecolabels

There are an increasing number of initiatives aimed at promoting and developing aspects of social justice in agriculture. The Social Accountability in Sustainable Agriculture (SASA) project is a collaboration among the International Federation of Organic Agriculture Movements (IFOAM), Social Accountability International (SAI), Fair Trade Labelling Organizations International (FLO), and the Sustainable Agriculture Network (SAN). Some organic certifiers, such as the Soil Association based in England, and Certi-Mex in Mexico, have already developed some social guidelines.

Agricultural Justice Project

For these reasons in 1999 we initiated the Agricultural Justice Project (AJP) with “A Call for Social Justice in Sustainable and Organic Agriculture”. The project represents a collaboration of Rural Advancement Foundation International (RAFI - USA), Comité de Apoyo a los Trabajadores Agrícolas/Farmworker Support Committee (CATA), Peacework Organic Farm, and Oscar Mendieta of Fundación RENACE, a Bolivian organic producers’ association. More recently, Quality Certification

Services (QCS), the certification program of Florida Organic Growers (FOG), has joined the project in the role of certifying agency.

AJP's standards have gone through a collaborative and participatory drafting process and a series of forums to develop a universal baseline that can help define and set the scope for the use of a social justice label claim. The standards, currently in their fifth version, have also undergone several revisions based on a series of extensive public comment periods.

Background and Vision

Our goal is to build a model of an alternative food system by creating an economic incentive for social equity and just working conditions through the establishment of a "social justice" food label. The vision of this alternative food system is one of vibrant small family farms that provide well-being for the farm family and dignified work for wage laborers. The standards for such a label are based on the complementary principles of economic equity for the farmer and just working conditions for the farmworker, resulting in a win/win/win scenario in which workers and farmers – and ultimately, buyers – all benefit.

We recognize that the development and implementation of such standards will depend on the equal involvement of buyers, farmers and farmworkers. Consistent with this vision, our goal is to build and maintain a mutually respectful and supportive relationship among the various parties. In this scenario, the farmer can count on a fair agreement or contract with at least minimum fair prices, and a well-trained and consistent work force. The worker can count on stable, dignified work and just treatment. The buyer can rely on getting high quality food products with added value.

The fundamental piece needed to support such a program is connecting a supportive public (consumers) with those who work the land (farmers and farmworkers). In general, the standards are intended to be consistent with and to build on IFOAM principles on Social Justice, and the work of the International Labor Organization (ILO).

General Principles

Social Justice and social rights are integral aspects of organic agriculture, processing, distribution, and retailing. In this document we specifically address organic farms, but these guidelines could be adapted for non-organic farms as long as adequate measures are taken to address the use of pesticides and other toxic applications – not only as an environmental issue, but also as a significant health and safety issue.

These principles are essential:

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

**To progress toward an entire production, processing and distribution chain which is both socially just and ecologically responsible.*

From IFOAM's Basic Standards list of Principle Aims

Farmers' 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 grievance 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.

Farmworkers' Rights

The standards outlining farmworkers' 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 grievance procedures
- Living wages
- Safe and adequate housing
- Health and safety protections, including access to adequate medical care and a "right to know" clause regarding pesticide use, with the expectation that the least toxic alternative is always used.

Buyers' Rights

The standards ensure:

- Fair and equitable contracts with farmers
- Buyers' right to transparency of farmers' costs of production for the purposes of determining fair prices
- Fair grievance procedure
- Buyers' right to require up-to-date farmer certification of all applicable products

Interns/Apprentices

In addition, there is a short section pertaining to interns and apprentices, in recognition of the vital role that interns have played in organic and sustainable agriculture. The standards are based on the fact that interns are inherently distinct from wage laborers, and therefore have distinct rights and responsibilities.

These standards require:

- A clear, mutually agreed upon, written contract laying out the expectations and

assuring the intern/apprentice that the farmer will provide the desired teaching

- A fair stipend to cover living expenses.

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. The current draft of the Call for Social Justice standards includes a section on indigenous peoples' rights; this section, as with the other sections of the draft, will be revised and reworked in accordance with public comment.

Implementation and Verification

Verification and implementation issues are as critical as the standards themselves, in that strong standards become meaningful only when strictly adhered to. A key issue to be addressed in our development of implementation processes is the enforcement of contracts, including both buyer-farmer contracts and farmer-worker contracts. For instance, how will a labeling program ensure that the farmer or worker in question will be protected from any retaliation? What sort of effective and timely conflict-resolution process or grievance procedure will be implemented?

International Work

To promote the adoption of these standards, and to influence other social justice labeling programs under development, AJP has convened a series of international fora:

- Washington DC, 2000
- Victoria, Canada, 2002 (pre-IFOAM World Congress)
- Bangkok, Thailand, 2003 (full proceedings available upon request)
- Montevideo, Uruguay, February 2005
- Adelaide, Australia, September 2005 (pre-IFOAM World Congress)

Hundreds of representatives of organizations from over sixty countries have participated in these fora. Workers, small-scale farmers, fair trade companies and organizations, indigenous peoples, consumer and retail representatives, and organic certifiers sit at the

same table and achieve consensus – moving us one step closer to ensuring that all stakeholders’ rights are respected within organic and sustainable agriculture.

Pilot Project and Next Steps

The main focus of the work in 2005 and 2006 has been preparing for and implementing the United States pilot of the Agricultural Justice Project. The team has been revising standards as well as developing the documents and tools necessary to conduct a successful pilot. An Advisory Council has been formed which represents a broad array of stakeholders (workers, farmers, buyers, retailers, consumer representatives, and others) to advise and guide the project. Organic farmers around the nation have been identified to participate in the pilot project. Site visits and preliminary social justice audits on these farms have been taking place throughout the 2006 growing season.

During the remainder of 2006 and into 2007:

- Certification tools and procedures will be refined and the first phase of farms will be certified
- A toolkit of resources and supporting materials will be developed and distributed to project participants to facilitate their compliance with standards
- Further public outreach and consumer education will take place to cultivate awareness and interest, and to identify future participants

Intended Outcomes of the Project

Our hope is that the project will achieve the following:

- To develop a working, adoptable, and replicable model of social justice certification that effectively combines a *high bar* approach to social justice claims with a pragmatic and functional implementation program. This will include developing the tools and training that farmers, buyers, and workers will need in order to meaningfully adopt such standards.
- To positively influence the ongoing discussions concerning adoption of social stewardship stan-

dards, through the development of specific language (these standards) that is representative of a broad spectrum of constituencies, as described above. We hope that through collaboration and friendly dialogue, our work can have a positive impact on other programs currently in development. We believe that our standards address some areas that have not been fully addressed by other programs, and thus look forward to exchanging valuable and complementary insights.

- To encourage existing certifying agencies, including organic certifiers, to adopt social stewardship standards and to use our model as a baseline. We invite any certifying agency or other organization that may be interested to contact us.
- To encourage organizations or communities that do not already have certification programs currently in place to consider the potential value to their members of implementing such a program, using these standards as a baseline.

Conclusion

At once we are both heartened by and concerned with the current proliferation of food labels. Heartened, because of the tremendous benefit that labels can bring to achieving environmental and economic justice in the agricultural arena. Concerned, because comprehensive community-derived labels will, and to some degree already do, share the marketplace with labels that are far less stringent and not necessarily representative of the communities they claim to represent.

With the distribution of these standards and the ongoing development of a model for implementation of such standards, we aim to add our voices to “setting the bar” for such claims: What does it mean when a label makes claims regarding workplace justice for agricultural workers, respect for the rights of indigenous communities, or economic equity for small-scale farmers? *These are powerful claims, and they need to be backed up by comprehensive standards that are adequately implemented and verified.*

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Introduction

The implementation of environmental stewardship standards such as organic certification is now well under way. Developing ecological standards is and has been a monumental task, and yet, with few exceptions, the development of standards intended to promote social justice for small scale producers, indigenous peoples, and farm workers has been neglected. Addressing the need for farmers and farm workers to gain institutionalized rights and dignity in their workplace is vital to the future sustainability of our food system. The fates of small family farmers, indigenous peoples, and farm workers are inextricably tied.

A social justice labeling program would consist of three prongs: fair trade principles for the farmer, strong labor standards for the worker, and protected rights for indigenous peoples.

This document is an attempt to incite the debate and creative thinking needed to envision how such a social justice certification program might work, and on what principles such a program ought to be founded. The following standards could be incorporated into existing programs, such as organic certification programs, or be implemented independently.

We believe that the need to develop the social equity component of sustainable and organic agriculture is increasing due to rapid industry expansion, concentration, and the escalating governmental regulatory bias against small-scale farmers and farm workers. Small farmers and handlers need to find additional ways to differentiate themselves and preserve their market share in the increasingly concentrated large-scale global organic market. These standards can be a needed tool to help stop the spread of unfair integrated contract agricultural models into organics.

The rapid explosion of other eco-labels indicates that more and more people are realizing that access to food (and other products) produced under ecologically and socially just conditions is truly in their interest, as opposed to a system under which huge profits are made from their purchases, with only the smallest percentage of these profits returning to those who work the land. This surge in public interest and the continued lack of an institutional framework for farmer/farm worker standards and verification, lead us to develop these standards for a social justice label.

Currently, small farmers in many markets continue to sell their product based on the prevailing market price rather than on clearly documented price/cost analysis. This will need to be changed to achieve a fair market. The enlightened self-interest of the buyer, retailer, and consumer is also required for this market approach to be successful. A win/win/win scenario must be established for this strategy to succeed. The small family farmers, indigenous peoples, and farm workers must all benefit directly. The buyers must share the farmers' risk as well as benefit from both increased market share and market rewards for supporting small farms and farm workers. And finally, consumers must be able to find, trust, and support this social justice labeling in order for the system to work.

These standards have been developed through an open process involving input and commentary from individuals and organizations representing a wide spectrum of the food and agricultural system. The four principal authors directly represent the sectors of small scale organic farmers,

agricultural workers, consumers, and indigenous communities. In addition, a broader spectrum of stakeholders, including fair trade programs, trade unions, organic and other certification programs, and consumers, have provided us with invaluable comments and advice.

We believe that the underlying strength of this document rests upon this fact: that it represents the values and objectives of the very communities for which it is designed, i.e. small scale farmers, agricultural workers, and the public (consumers). Indeed, we believe that any labeling or private certification program making claims to promote the welfare of a certain group or sector on principle should rely upon that sector for guidance and leadership, and/or otherwise ensure that its standards and program accurately reflect the needs and goals of that sector.

Limitations of a Labeling Scheme

We recognize that a labeling program is only one of many strategies that can be adopted, and we realize its limitations. Such a labeling program would be challenging to develop. We are aware that a certain wariness exists, for instance on the part of some in the labor movement, who fear that such labels can undermine grassroots organizing efforts by deflecting public scrutiny. We agree that in certain scenarios, such as large-scale corporate farms, unionization will in most cases be the best method for workers to improve their working conditions. Likewise, for farmers contracting with corporate agribusiness, grassroots organizing, and collective action may be the only solutions.

Private labeling programs must never be viewed as a substitute for improvements in public policy. It would be a grievous error to imply that the marketplace alone could adequately ensure social justice or the protection of human rights. Indeed, it is the failure of many governments, in both North and South, to adequately promote social justice and respect people’s human rights that make private labeling schemes attractive in the first place. The adoption of such private initiatives does not justify governments’ abrogation of their responsibility to meet these needs.

We are both heartened by and concerned by the current proliferation of food labels. We are heartened because of the tremendous benefit that food labels can achieve towards environmental and economic justice in the agricultural arena. We are concerned by the fact that comprehensive community-derived labels will, and to some degree already do, share the marketplace with labels that are far less stringent and not necessarily representative of the communities they claim to represent. Weak standards may in the end be worse than no standards at all.

However, we believe that strong standards, rooted in internationally recognized human rights such as the freedom of association – a so-called “high bar” -- can play a crucial role in the improvement of conditions for both small farmers and farm workers. These standards work to “set the bar” for claims

As an example, the United States is one of only four nations that have ratified only two of the eight International Labor Organization Conventions considered the “Fundamental Conventions,” whereas 88 nations have ratified all eight, and another 81 nations have ratified more than two. Two of the eight conventions address forced labor (C.29, C.105), two address freedom of association (C.87, C.98), two address discrimination (C.100, C.111), and two address child labor (C.138, 182). Of this set, the U.S. has ratified only C.105 and C.182. Indeed, the right to freedom of association is denied entirely to agricultural workers in the U.S. under its federal legislation as well. It should, however, be noted that many nations that have ratified these “Fundamental ILO Conventions” have not adequately implemented them. Ratification alone cannot be used as a measurement of a nation’s commitment to human rights.

of social equity: What does it mean when a label makes claims regarding workplace justice for agricultural workers, respect for the rights of indigenous communities, or economic equity for small-scale farmers? These are powerful claims and need to be backed up by comprehensive standards that are adequately implemented and verified.

Project Purposes

The purposes of this project are to:

1. Positively influence the ongoing discussions revolving around the adoption of social stewardship standards, through the development of specific language (these standards) representative of a broad-based spectrum of constituencies, as described above. We hope that our work can have a positive impact, through collaboration and friendly dialogue, on some of the other programs currently in development, such as those of the SASA project (IFOAM-FLO) and the Soil Association, among others. We believe that certain issues and areas have been addressed in these standards that either have not been addressed, or not addressed in as much detail, by some of these other ongoing efforts, and that therefore we can provide them with valuable and complementary insight.
2. Encourage existing certifying agencies, including organic certifiers, to adopt social stewardship standards, and to make use of these standards as a base-line.
3. Encourage organizations or communities that may not necessarily have certification programs currently in place to consider the potential value to their members of implementing such a program and utilizing these standards as a base-line. (See Next Steps, below.)
4. Provide guidance for organizations grappling with these issues in contexts other than labeling programs.
5. Inspire direct, honest dialogue among the diverse members of the sustainable agriculture community on issues of economic equity and justice for small farmers, indigenous peoples, and farm workers.

Note on Global Applicability

This project originated in the United States, and three of the four principal authors are from the U.S. The fourth author represents indigenous small-scale producers in Bolivia. We ask for understanding from those who may feel that parts of these standards do not apply to their particular reality. We have striven to achieve universality as much as possible in the language we have used and have received extremely helpful advice and commentary to this end from diverse individuals from around the world, for which we are grateful. We believe that the principles outlined herein are applicable to a wide variety of circumstances and regions around the globe as a basis for the adoption of social stewardship standards. We recognize the complexity and difficulty of this task and the many unique differences across the world. We assume that much local specificity will be required and that the details will need to be crafted based upon the specific political and socio-economic realities, agricultural products and systems, marketing arrangements, and specific farmers, buyers, and farm workers involved.

Next Steps

This document does not address the issue of inspection and third party verification, but instead focuses solely on the principles and standards themselves. Some form of a pilot program is the logical next step of this project, as only an on-the-ground trial will provide us with the information needed to improve and clarify the standards.

We welcome any certifying agency or other organization that may be interested in conducting such a pilot to contact us. We also welcome any specific feedback on the implementability and/or inspectability of these standards (a pre-pilot “bench audit”).

A well-thought out and culturally sensitive inspection and implementation methodology will be crucial to a program’s success. Although these issues are outside the scope of this document as it is currently written, several components of implementation, such as a grievance procedure, are alluded to in the standards.

Much of what is contained in the following standards can be summed up as contractual obligations – between the buyer and the producer and between the employer and employee. Ultimately, a contract is only as good as its provision to resolve disputes that may arise between parties. Therefore, one key to successful implementation of any social certification program will be a functioning and fair grievance procedure or other similar process of conflict resolution. In the case of a breach of contract, the wronged party (whether it be farmer, worker, or buyer) must know not only his/her rights under that contract, but also how he/she can resolve the conflict. Such a process must be perceived as fair and unbiased by all parties, adequately efficient and timely in the resolution of conflicts, and sufficiently protective against retaliatory measures in disputes; i.e. farmers must be protected from buyer retaliation and employees from employer retaliation.

Worker protections: Many social labeling programs that currently exist grant farm workers the right to freedom of association. Yet, if the certifying program does not contain clear provisions for what a worker can do if he/she is fired for trying to exercise that right, has this program truly improved working conditions for that worker? Has it truly implemented its standards? Has it met consumer expectations?

Lastly, the inspection or auditing process must adequately take into account social, cultural, and political realities. For example, farm workers will often not feel comfortable disclosing sensitive information to an inspector until a certain level of trust has been established. Techniques such as group interviews, while convenient for an inspector, will most likely result in little substantive information being shared, compared to individual, confidential interviews. And, if workers do not feel adequately protected by the certifier in their right to speak openly and freely with an inspector, then chances are they will choose to not do so.

These are but a few of the many complex challenges that will face a certifier in the implementation of the following standards. We mention them only to raise issues and not as any sort of comprehensive treatment of the subject. These issues are not insurmountable, and many NGOs, trade unions, and others have gained valuable experience in this area in contexts outside of labeling programs. For this reason, we believe the most sensible and most effective approach for a certifier to take in its implementation process will be, whenever possible, to coordinate closely with and learn from existing local trade unions, farm workers’ organizations, and farmers’ associations.

Definitions

Suggested to add- consumer, contractor, farmer, farm worker, apprentice, intern, food sovereignty, mentoring, minor violation

Bad faith - Intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others.¹

Buyer - The broker, wholesaler, integrator, retailer, or processor to which the farmer sells. Buyers are both the closest links to the farmer, as well as the buyers who take custody of the product throughout the food chain.

Child labor - Full-time employment or any employment that interferes with schooling in accordance with national legislation², or the culturally appropriate educational needs of the children involved. We define children as 16 years of age or younger.

Collective bargaining - The performance of the mutual obligation of the employer and the employees or representative of the employees to meet at reasonable times and confer in good faith with respect to 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.³

Contract - Refers very broadly both to (a) terms and conditions of employment between the farmer and the farm worker, and (b) all written marketing agreements.

Eco-label - Eco labels act as seal of approval and clearly identify products that have been produced according to specific guidelines. Eco labels inform consumers about production practices and social issues in addition to product attributes.

Employee - A person hired by the farmer or other party (refer to specific standards) to work on the farm; i.e. a farm worker in the employ of a farmer.

Employer - In the context of this paper, the farmer who hires the farm worker.

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.⁴

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

Farm labor contractor - Any person other than the agricultural employer, or an employee of an agricultural 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 agricultural worker.⁵

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

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

³ Adapted from the definition of collective bargaining in the National Labor Relations Act of the United States (NLRA Section 8(d))

⁴ Adapted from The Real Life Dictionary of the Law, Gerald and Kathleen Hill, Publisher General Publishing Group, 1997

⁵ Revised from 29 U.S.C. §1802, Migrant and Seasonal Agricultural Workers Protection Act of 1983

Farm worker – This term refers to an employee of a farmer, and is used within this document as a synonym for employee (see below).

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

Major violation- An act resulting in immediate decertification.

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

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

Organic - Organic agriculture is a holistic production management system which promotes and enhances agro-ecosystem health, including biodiversity, biological cycles, 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 synthetic materials, to fulfill any specific function within the system.

⁶ A Time to Act, VII. Description of a Small Farm, p.28

Part 1: Background and Underlying Assumptions

General Principles

Social justice and social rights are integral aspects of organic agriculture, processing, distribution, and retailing. 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.

This document specifically addresses organic farms, but these guidelines could be adapted for non-organic farms, so long as adequate measures are taken to address the use of pesticides not only as an environmental issue, but also as a significant health and safety issue. These principles are essential:

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

Underlying Assumptions

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

These standards will need to be "field-tested" and perfected.

These standards are not intended for large-scale or plantation farms but as a tool for small farmer and farm worker-friendly claims to help these groups add value and further differentiate their market share.

In addition, 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 (buyer, farmer, farm worker), rather than an antagonistic one. We envision a symbiotic relationship, in which despite occasional differences and disputes, the farmer, farm worker, and buyer 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 worker can count on stable, dignified work and just treatment. The buyer can rely on getting high quality food products.

These standards are intended to be consistent with and to build on IFOAM principles on Social Justice,

⁷ Taken from IFOAM Basic Standards list of Principle Aims

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).⁸

A just workplace depends upon the equal involvement of buyers, farmers, and farm workers, directly or through democratically chosen representatives. To this end, any boards or other decision-making bodies of a certifying agency must include significant participation of farmers and worker's representatives, equal to participation by representatives of buyers. All efforts will be made to include participation of organizations representing farm 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 to be certified or other local farm 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.

Participants in this program will be committed to continual improvement. 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. The farmer is committed continually to improve product quality, production efficiency and environmental stewardship.

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

A certifying agency, in reviewing any application from a farm or buyer, will consult with pertinent agencies to determine if any legal violations pertinent to either farmers or workers have been documented. Recognizing that laws protecting farmers and agricultural workers are in general weak, and that enforcement is often lax, the lack of such a record of violations will not be considered as a positive indication of the working or equity conditions. However, significant violations will disqualify an applicant for certification.

We assume that institutionalization of farmers' rights to fair prices and equitable treatment is contingent upon a **Buyer's Code of Conduct**, which outlines responsibilities and practices that must be established and verified. We also assume that buyers have rights that need to be protected, and we further assume that both the farmer and the buyer need to be certified or engaged in some other form of third-party verification system. We urge the development of this code of conduct set of responsibilities and practices by the buyers, to ensure that these standards can translate into win/win marketplace rewards for all involved.

These standards will have three sections: the first will cover farmers and indigenous rights in relation to buyers; the second, buyers rights and farmer responsibilities; and third, farm workers' (including children and interns) rights in relation to farmers as employers.

While we have included a separate section to address the unique rights of indigenous peoples, we assume that the overall farmers' rights section also applies to indigenous farmers and smallholders.

⁸ This includes but is not limited to ILO Conventions 87, 95, 98, 105, 110, and 129

Part I. Farmers' Rights and Buyers' Responsibilities⁹

Introduction

This section of the guidelines 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 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.

Contracts and Bargaining Process

Principle

Contracts between farmers and buyers will be fair and equitable.

Standards

1. Freedom of association and collective bargaining

- a. Buyers must grant farmers freedom of association and the right to organize and engage in collective bargaining, free from retaliation of any kind by the buyer or his/her agents, as defined and allowed for farm workers by ILO Conventions 87 and 98.
- b. Any legal violation of such a right or any findings of unfair practices is considered a “major violation” and results in revocation of certification of the buyer. Major violations include a buyer defrauding a farmer or a farmer violating the right to freedom of association of a farm worker. This is a farmer’s *responsibility*, but this section is about farmers’ *rights*.
- c. In the absence of such a legal right above, the certifying agency will verify that such implemented mechanisms responsible for ensuring the uncompromised exercise of this right have been established.
- d. Farmers must not be barred by the buyer or the buyer’s agent from access to representatives of organizations assisting farmers in exercising these rights. Barring access is barred it is considered a major violation.

2. Bargaining process

- a. The buyer will recognize and bargain with representatives chosen by the farmer or democratically chosen by the farmer’s association in the case of collective bargaining.

⁹ These guidelines were developed from the work of RAFI-USA, CPGA Contract Producers Bill of Rights, CATA Comité de Apoyo a los Trabajadores Agrícolas social justice guidelines for farm workers, FLO for producers’ rights language, work of AOPEB Association of Organizations of Ecological Producers of Bolivia and others.

- b. Where farmers are organized as a group, an association, or cooperative, collective bargaining will be used. The buyer and farmer(s) will utilize the collective bargaining process to determine equity sharing, contracts, and other benefits and policies.
- c. Arbitration clauses are prohibited between individual farmers and buyers, since they eliminate a farmer's access to the courts even when a buyer may have violated state or federal law.

3. Grievance procedure

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

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. Any long-term relationship will be confirmed through a written contract, which spells out the terms for: price setting, quality, quantity, shipping schedule, standards, and any pre-finance/credit arrangements. Both parties shall agree to the terms of the contract before the harvest season has started.**
- b. **5. "Right to Know" and "Good Faith" clauses for farmer contracts and/or marketing agreements**
 - a. Buyers must provide farmers with a copy of the contract defining the farmer's roles, payments, benefits and equity-sharing arrangements. Contracts must be written 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.
 - c. The buyer contractor must negotiate the contract in good faith by providing complete, accurate, and honest information to the farmer. This is required for both oral and written communications between the contractor, buyer and farmer.
 - d. Farmers retain the right to seek recovery of damages if they are harmed by misleading or incomplete information.

- e. Any changes in the contracts or agreements must be negotiated. The buyers and farmers must meet and negotiate in good faith. Violation of this contracting process is considered a major non-compliance and grounds for revocation of certification.
- f. Farmers must have free access, upon request, to their buyer's contract files and be provided a copy thereof upon their request.
- g. The buyer will be required to get approval from the appropriate governing official, where required by law, prior to offering the contract to farmers.
- h. The certifier must work in conjunction with locally appropriate representatives of a democratically run farm organization or the farmers' chosen representative to complete their verification in a timely manner prior to initial contract or agreement.
- i. All attempts to keep farmers from discussing the contracts with others are forbidden.
- j. If the buyer goes out of business or files for bankruptcy, the farmer is first in line for payments from the company assets. The buyer can not waive this right. The contract must contain a provision that guarantees the right to recover money from a buyer.
- k. 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.
- l. The certifying agency or its agent will facilitate and verify that all of the provisions in this section are implemented and must ensure that the presentation of these provisions by the buyer or their agent was in the farmer's native language or another accessible language.

6. Recapture of capital investment

- a. When fulfillment of a contract requires that a farmer or group of farmers make capital investments and the buyer terminates the contract, if the farmer is not guilty of breach of contract with the buyer, the 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 farmer's mortgage to engage in that contract is paid in full, the buyer must reimburse the farmer for the remainder of his investment. This includes any buyer-required capital improvements or upgrades since the initial mortgage was obtained.

7. Anti-discrimination clause

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, gender, age, handicap or disability, union or political activity, immigration or citizenship status, marital status, or sexual orientation.

8. Human relations

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

9. Direct farmer-buyer contracts

- a. Farmers or farmer associations will contract or establish marketing arrangements directly with the buyer, whenever possible. Intermediaries such as brokers/subcontractors will be avoided. 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. And such farmers using indirect contracts to their buyers must be afforded the same rights as farmers who contract, negotiate and set agreements directly with the buyer.

10. 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 farmer who is found through the existing grievance 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 by the grievance proceedings.

Equity, Price Setting, and Other Benefits

Principles

Farmers should receive at least a minimally fair price. There should be transparency in the price setting process. Price contracts cannot be used to undermine premiums.

Buyers will be encouraged to increase prices to the farmer through measures such as sharing profits with growers.

Standards

1. Fair pricing

- a. Farmers will receive a fair price which covers the cost of production plus a margin for profit and investment.
- b. The price paid to the farmer will be based on:
 - Documented farmer and buyer costs.
 - Where appropriate, the world price or regional price for that type of product, whichever is higher.
 - The product's specific market qualities.

- c. The price for Organic, Fair Trade, or other added-value crops will be based on the applicable price premium, and not a comparable conventional price for that commodity.
- d. The pitting of one farmer 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.

2. Minimum price premium protection

- a. To protect farmers in markets experiencing extreme price volatility, minimum premium prices will be negotiated by the farmer and the buyer that overrule market prices when market prices fall below the relevant minimum premium prices.
- b. Minimum premium 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:
 - The current world or the regional price, where appropriate and whichever is higher, for that commodity.
 - Documented farmer and buyers costs.
- e. The buyer shall guarantee to the farmer a minimum premium per unit, the floor price, which shall not fall below 5% above the current established market price for conventional small farmer counterparts, 10% for eco-labeled small farmers and 15% for organic small farmers.
- f. In no case will prices fall below the prevailing price for the same commodity in the region.
- g. Minimum premium pricing protection will only be triggered when the documented market prices fall below the above set minimum and where the participating farmers specifically seek this protection.

3. Credit

- a. In countries where small farmer access to fair credit is not widely available, buyers will offer credit to 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.
- b. 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.

- c. 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.
- d. 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.

4. Economic realities

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

- a. The buyer's inability to do so must be fully documented and justified, including full disclosure of financial records to both the farmer and the certifier.
- b. Actual prices will be determined through a negotiation process between the buyer and farmer and/or the farmers' democratically elected representative.
- c. A plan will be implemented to reach the goal of a fair price, and progress towards that goal will be measured.

5. Profit sharing

Prices to the farmer will be increased with increased profitability for the buyer of the farmers' products.

6. Penalties and deductions

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

Enforcement

Recommendation

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

Standards

Any buyer or 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.]

Part I. B. Buyers' Rights and Farmers' Responsibilities

Introduction

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

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

Principle

Contracts between buyers and farmers must be fair and equitable.

Standards

In addition to the buyers' rights implied in the above farmers' rights section these additional standards apply:

1. Certification

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

2. Transparency

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

3. Grievance Procedures

Buyers have the rights to fair grievance procedures as described in the above farmers' rights section.

4. Anti-discrimination clause

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, gender, age, handicap or disability, union or political activity, immigration or citizenship status, marital status, or sexual orientation.

Part I. C. Indigenous Peoples Rights:

A. Introduction

The rights of farmers in Part I. A. are fully extended to indigenous farmers. However, this section provides provisions which are unique and essential for establishing fair and equitable trade with indigenous peoples.

In 1985, FAO acknowledged the rights of farmers and indigenous communities.

Principles

It is critical to address the rights of indigenous people to have access to land for cultivation, to maintain and freely exchange seeds, to retain control over their germplasm, and to strengthen their systems of knowledge and production.

The rights of farmers and indigenous peoples must be acknowledged in a manner that is congruent with the Convention on Biological Diversity.

The right to food sovereignty is a component of international rights. It is *the* basic principle by which the acknowledgement of the past, present, and future contribution to agricultural diversity by local communities and indigenous peoples is sustained.

Recommendations

Buyers will not require farmers to use GMO varieties, production materials, or methods which involve GMOs.

Buyers will not commit biopiracy by establishing market control over products that were developed by indigenous peoples.

When purchasing from indigenous farmers, buyers will disclose full financial information about all phases of the chain of production and distribution from the farmer to the final consumer.

Oscar Mendieta contributed this section after attending a meeting with the other three authors in Washington, D.C. The refusal of the Canadian government to grant Oscar a visa prevented a second face-to-face meeting with a translator present in Victoria, Canada, where further discussion of how to develop the details of this section would have taken place. As a result, we have not tried to codify these rights into specific standards. We welcome comments and suggestions for how to create a process for representative participation from a wider group of indigenous peoples.

The Rights of Indigenous Peoples

The following must be guaranteed:

1. The right to their territories and lands.
2. The right to *food sovereignty* (which includes food security and food production).
3. The right to water.
4. The right to maintain, protect, and conserve their traditional knowledge.
5. The right to conserve their culture and cosmic vision.
6. The right to maintain, control, and develop their germplasm, local varieties, and seeds.
7. The right to participate in a fair and equitable manner in the benefits generated by access to their genetic resources (patents, registered products, etc.).
8. The right to say NO to any attempts to commercialize their genetic and intellectual resources (cultural objections).
9. The right to participate at the local, national, and international level.
10. The right to recognition of their techniques, technologies, and local processes of innovation.
11. The right to guaranteed access to markets.
12. The right to access a broad genetic pool.
13. The right of access to information about their materials, when this is found at any other site.
14. The right to guaranteed economic and financial support to develop their resources.

Part II. Farm Worker Labor Guidelines

These guidelines were compiled utilizing the following documents:

- International Federation of Organic Agriculture Movements (IFOAM) Social Justice Principles
- International Labor Organization (ILO) Conventions , including but not limited to Conventions #87, #95, #98, and #105
- Social Accountability SA8000 standards
- Negotiated contracts of the Kaolin Workers Union (affiliate of the United Mushroom and Agricultural Workers Union)
- Guidelines of the Food Alliance
- Eco-OK Standards

Principle

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

Labor Rights

Recommendations

International norms for socially just working conditions will be complied with, including but not limited to all ILO Conventions relating to labor welfare, as well as the United Nations Charter of Rights for Children and Universal Declaration of Human Rights.

Standards

1. Freedom of association

- a. All workers will be granted the rights to freedom of association, to organize, and to bargain collectively, free from retaliation of any kind by the employer or his/her agents, as defined by ILO Conventions 87 and 98. Any such retaliation will be considered a major violation.
- b. In the event that workers are granted these rights by law in the nation or region under question, any judicial or governmental findings of unfair labor practices will be considered a major violation.
- c. Workers with claims of employer retaliation for the exercise of these rights shall have access to an efficient and fair grievance procedure implemented by the certification body that certifies the farm on which the alleged problem occurs, to resolve the dispute in question.¹⁰

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

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

2. Bargaining process

- a. The employer will recognize and bargain 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, or (c) any and all representatives democratically chosen by their employee(s). All references to bargaining and bargaining 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 must require use of the collective bargaining process (except in the case of a single employee) to determine workplace policies.
- 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. In the event that employees have elected to have union representation:
 - The employer and employees will utilize the collective bargaining process to determine workplace policies, conditions, and compensation throughout a contract.
 - If either party is found to be negotiating in bad faith, a neutral arbitrator will be appointed to conduct binding arbitration proceedings between the employer and the labor organization.

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

3. Grievance Procedure

Workers who have claims against their employer related to workplace practices, including employer retaliation for workers’ submission of complaints, will be able to present their case through the grievance procedure implemented by the certification

body that certifies the farm on which the alleged problem occurs.

4. Transparency and Full Disclosure

- a. Employers will provide farm workers with a copy of the contract defining working conditions (and living conditions if provided with on-site housing) and the disciplinary procedures that are followed in the workplace. Contracts must be written in the farm worker's native language or in another language accessible to the farm worker. Adequate provisions such as oral presentations must be made for any workers who are not fully literate.
- b. Any subsequent changes in this contract will be negotiated with democratically chosen worker representatives.
- c. Workers will have free access, upon request, to their own employee files. Farmers will provide workers with a copy of their own employment records upon request.
- d. Workers will be provided documents, 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. The certifying agency will ensure or otherwise arrange for a presentation of these provisions, in the worker's native language, or if not possible, in a language in which they are fully fluent, and whenever possible in conjunction with representatives of a farm worker union or other farm worker organization, in a timely manner after initial employment.
- e. Farmers will present information to workers orally to ensure that workers understand their employment contract and any other work-related written documents.

5. Anti-discrimination clause

- a. Neither the employer or the union or other employee organization, if such exists, will 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, gender, age, handicap or disability (including HIV status), union or political activity, immigration status, citizenship status, marital status, or sexual orientation.

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.

6. Direct hiring

- a. Employees will be hired directly by the farm owner.

- b. Intermediaries such as labor contractors will be avoided. They are to be used only when all other possibilities are exhausted or when unforeseen emergencies arise.
- c. In such situations, the employer will first seek to work collaboratively with an organization representing agricultural workers, rather than a labor contractor.
- d. Farmers will document the circumstances that forced them to use labor contractors and present this information for verification by the certifier.
- e. In the case of a documented need for the use of a labor contractor, the employer will follow all pertinent laws, including but not limited to the licensing of contractors.
- f. When using labor contractors, the employer will assume full responsibility for any and all working conditions, that the provisions in these standards be fully implemented, and that the workers supplied through labor contractors are hired under the same conditions as other employees.

8. Compliance

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.

9. Termination

- a. No worker will be disciplined or terminated without just cause.
- b. Upon the worker's request, the worker has the right to have a union representative or other worker 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 grievance procedure of the certification body that certifies the farm by which the worker is employed, will be reinstated and will be compensated for loss of earnings during the period of the related discharge or disciplinary action.

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

11. Training in legal rights

- a. In a timely manner after initial employment, the employer will conduct, or otherwise provide for, training of his/her employees regarding their legal rights.

- b. If not conducted by the farmer, such training will be conducted by local farm worker unions or other organizations, or in their absence, legal services or similar agencies.

Child labor

Recommendation

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

Standards

- a. Hiring children for full-time labor on the farm is prohibited.
- b. Under no circumstances may children be given tasks that expose them to hazards or potential hazards such as agricultural chemicals or machinery while on the farm.
- c. Children will not be kept from schooling in order to work on the farm; the employer must facilitate the attendance of schooling programs by children of employees.
- d. The employer will provide for care of children of employees who are present on the farm while their parents are working on the farm.

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

Wages and Benefits

Recommendations

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

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

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

¹² As recommended by IFOAM.

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

Employers should encourage the increased participation and responsibility of employees on the farm and provide wages and benefits commensurate with such increased responsibility.

Standards

1. Economic Realities

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

- a. Employers must document and justify their inability to pay a living wage to their employees.
- b. Employers must fully disclose their financial records to facilitate verification of their financial status. Such financial records must be made available to both the certifier and to employees and/or their chosen representatives.
- c. Actual wages must be determined through a negotiation process between the employer and democratically chosen representatives of employees.
 - 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.
 - In no case will the ratio of lowest paid employee to highest paid (including the farm owner/employer) be greater than one to four, in accordance with principles of a democratic workplace.
- d. 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.
- e. Wages of employees shall increase with increased profitability (net income) of the farm.

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

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

2. Right to benefits

- a. Employees are entitled to workers compensation, disability, and unemployment coverage.

3. Day of rest

- a. All employees are entitled to at least one day of rest out of every seven.
- b. Employers may not normally require a worker to work more than an average of 48 hours per workweek, with the understanding that such a requirement will occasionally be necessary. Work beyond this average on an ongoing basis (more than for brief harvest periods, for instance) must be agreed to by the worker on a voluntary basis.
- c. Employers must develop an overtime policy in negotiations with democratically chosen worker representatives, with the understood goal of providing overtime pay to employees who work in excess of this average.

4. Seniority

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

5. 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.)

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.

8. Penalties and deductions

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

9. Leave of absence

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

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

- a. Workers must be granted unpaid leaves of absence of appropriate length for maternity leave or medical or family emergencies.

Housing

Recommendation

All employer-provided housing must be safe and sanitary. Housing must conform to government regulations where they exist.

Standards

1. Tenants Rights

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

2. Protection from contamination

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

3. Fair rent

- a. Where rent is charged to workers (in localities in which this practice is legal):
 - Rent must never be higher than rates charged in the local market for equivalent housing.

- Wages must be sufficient to justify charging rent.
- Rents must not compromise the stated goal of providing each worker a living wage.

Health and Safety

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

Principle

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

Recommendation

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

Standards

1. Safe workplace

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

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.
- b. Employers must conduct safety training before new employees are exposed to any potential toxins or workplace hazards.

3. Access to medical care

- a. Workers must have access to adequate medical care of their choice.
- b. The employer is responsible for providing transportation for workers to medical care, or for facilitating the timely arrival of medical personnel to the farm to care for employees.

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

4. Rest and sanitary facilities

- a. Employers must allow workers sufficient breaks to allow for periodic rest, consumption of water, use of sanitary facilities, and the prevention of heat-related ailments.
- b. Employers must provide field sanitary facilities.
- c. Employers must provide safe and clean water to workers for consumption, hand washing, and household use.

5. Accident rate

- 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. The timely implementation of this plan will be monitored by the certifier.
- c. Employers must document all workplace accidents and injuries and retain such records for at least five years after the date of the incident.

6. Reduction of accidents

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

7. Health and Safety Committee

- a. Employers must maintain a Workplace Health and Safety Committee which meets regularly to address relevant issues.
- b. In the absence of union representation, employee representatives on the committee must be chosen democratically 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 only one or two employees, employers will meet regularly with such 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).

8. Right to know about toxic materials

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

10. Least toxic alternative

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

11. 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.
- 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.

12. 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.

13. Protection from hazards

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

13. Health and safety violations

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

Interns and Apprentices

Recommendations

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

Standards

1. Intern/apprentice rights

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

2. Contracts

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

- The subjects about which the intern/apprentice desires to learn.
- The educational approach of the farm (hands-on, classroom style).
- Amount of time for discussion, question and answer, lectures.
- Cooperation with other farms.
- Association with supportive farming organizations.
- Availability of reading materials.—

Our Vision for A Sustainable Food System

*We "need to become independent of the world market economy because the world market economy is ultimately controlled by interests which seek power or profit and which do not respond to the need of the world's peoples."*¹⁵

We believe that the current industrial model of the food system has failed small farmers, farm workers, indigenous peoples, rural communities, and the public alike. Around the world, the family farmer is rapidly disappearing, unable to compete with an agribusiness supported by various direct and hidden subsidies, including the abundance of cheap labor. Myriad governmental and international policies have had an overall effect of driving down the prices paid to farmers and driving up the prices paid by the people who must purchase food. Despite growing populations, the quantity of food is still adequate to feed everyone on the planet, but the inequities of power, wealth and access to land are causing hunger to spread. The increasingly consolidated production and trade of food have led to ecological devastation and social desperation in agricultural communities. In the global South, countries are abandoning food security based on local self-sufficiency and sinking into dependence on imported grains. The international system of intellectual property rights based on patents and plant variety protection deprives indigenous farmers of the genetic diversity that their communities have created and freely shared over millennia. This Western model does not serve its original objective of promoting innovation. It is biased to favor the interests of the rich and powerful and structurally incapable of protecting and supporting the intellectual integrity of informal innovators. This is a recipe for uprooting people from the land.

As fundamental as the economic issues are the cultural implications of the current industrial food system, which separates those who eat from the source of their food. In this alienating system, food becomes a commodity, plant varieties become genetic property, farmers become producers, farm workers become wage laborers, and members of communities are converted into individual consumers, while market forces manipulate all these elements for maximum profit by agribusiness. Communities have lost contact with the growers of their food and the soil from which it comes. Farmers and farm workers may still work closely together, but the current model compels farmers to view their workers as but one of many economic resources on the farm. Meanwhile the farmers themselves are losing their rights to save and share seeds and to make the managerial decisions over their own farms.

In contrast, we envision a food system that begins with stewardship of the land, that produces food with respect for the ecology of the field, the farm, the watershed, the region and the earth, that uses appropriate, non-violent technology and distributes that technology's benefits fairly. Such a food system would be based upon agriculture that is "respectful of the soil and the environment, harmoniously situated in the landscape, and creating living wage jobs through livestock, crop, and horticultural enterprises."¹⁶

¹⁵ Edited from Basic Call to Consciousness, Akwesasne Notes, p. 117

¹⁶ Adapted from Jose Bove's definition of "peasant agriculture"

In this food system, the larger society would value farm work in direct proportion to the importance of food in people's lives. The farmer would receive a fair percentage of the food dollar, allowing for a stable and dignified life for the farm family. The farm worker would receive a living wage and be able to provide adequately for a dignified life for the his or her family. And finally, all communities would enjoy the universal right of access to high quality, culturally appropriate food and develop a bond with those who work the land.

In our future food system:

- Access to a healthy supply of food will be considered a basic human right, and no one will suffer from malnutrition.
- International law will guarantee food sovereignty, the right of each nation to maintain and develop its own capacity to produce basic food for its population.
- While intellectual property rights will ensure that innovators obtain benefits from their creative work, there will be no patenting of life forms and biopiracy will be outlawed.
- Traditional knowledge and the contributions to biodiversity of indigenous peoples and rural farmers will receive the respect they deserve on an equal footing with scientific research.
- The right of farmers and gardeners to produce and exchange seed will be protected along with the collective rights of indigenous peoples and their local communities to maintain control of local germplasm, varieties, and seeds.
- An ethic of respect for the farmer's labor will be promoted.
- In matters of food commerce, the rights of all farmers and farm workers to timely collective bargaining with all parties involved on an equal basis will be guaranteed.
- The rights of consumers and retail food purchasers to know where, how, and by whom their foods were grown and the right to chose foods which are culturally, ethically, and regionally appropriate will be safeguarded.
- The children of farm families will want to stay on the farm.
- Vital rural communities will become distinctive cultural centers.
- The rural economy will thrive with many fulfilling job opportunities for local inhabitants, young and old, able-bodied and handicapped.
- Farmers will have secure tenure on their land, and no one who wants to farm will be denied access to fair acreage of decent farmland.
- Rural economic development will be guided by a policy of maximizing local food security, and imports will be allowed sparingly.
- There will be an array of culturally and regionally appropriate cheeses, breads, fruits, meats, drinks, and other specialty food items to replace those imported from abroad which undermine local production.
- Processing plants and community kitchen and storage facilities will make it possible to preserve local food for year round use.
- Food packaging will be designed so that it can be recycled, reused, composted, or eaten.

- All heavy metals and other pollutants will be carefully separated from organic wastes so that those wastes can be efficiently composted and returned to the soil.
- Proposals for new processed foods will be judged for their contribution to nutritional needs and local self-sufficiency.
- Stores, schools, and other institutions will have a policy of purchasing locally produced food first.

We will replace the current subsidies and pricing mechanisms with a system of full cost accounting that gives incentives for reductions in energy use and penalizes pollution or depletion of the commons of air, water, and soil in the production and distribution of food. Agricultural trade will be based on raising incomes of both producers and low income consumers, first maximizing local consumption and production capacities and only entering into trade when there are surpluses or the need for commodities that cannot be grown locally. The terms of trade will not undermine the farmers or rural communities of importing countries. Trade will also be based on “food miles” energy evaluations. The “polluter pays” principle will be enacted, and all harmful effects of new or existing technologies will be the sole liability of the patent holder or primary beneficiary/owner.

There will be an underlying ethic of love and respect for nature that will mean respect for the breed specific needs of all livestock. Animals will enjoy the five freedoms: freedom to stretch all limbs; freedom to groom; freedom to turn around; freedom of access to adequate ventilation, to the out-of-doors, and to pasture, light, food, and water, and freedom of access to company of like kind.

A commitment to social justice and social and ecological responsibility will characterize this food system. Farming decisions will be made with knowledge and recognition of the constraints of the farm's ecological systems and the value of the services provided by natural cycles. Decisions will reflect a dedication to recycling, conserving energy, a maintaining genetic diversity, and improving the quality of air, water and soil. Decisions will embody a commitment to place: the farm as an integral part of the neighborhood and landscape. Farming goals will respect farm family needs and personal values and aspirations. They will address community, environment, education, and quality of life as well as profit. This new agricultural system will be committed to the regeneration of rural and farming communities and will acknowledge that farming is a way of life, not simply a means of making a living.

And, in place of the alienation caused by our current food system, we envision an intimate relation with our food and the land on which it is grown, a sense of reverence for life, a spirit of cooperation and justice, an appreciation for the beauty of the cultivated landscape, and a fitting humility about the place of human beings in the scheme of nature.