

SAI

Side by Side Comparison of: SA8000®:2008 - SA8000®:2014

Red text indicates new or edited text

Social Accountability 8000



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ABOUT THE STANDARD This is the third issue of SA8000, an auditable standard for a third-party verification system, setting out the voluntary requirements to be met by employers in the workplace, including workers' rights, workplace conditions, and management systems. The normative elements of this standard are based on national law, international human rights norms and the conventions of the ILO. The SA8000 standard can be used along with the <i>SA8000 Guidance Document</i> to assess the compliance of a workplace with these standards. The <i>SA8000 Guidance Document</i> helps to explain SA8000 and how to implement its requirements; provides examples of methods for verifying compliance; and serves as a handbook for auditors and for companies seeking certification of compliance with SA8000. The Guidance Document can be obtained from SAI upon request for a small fee. SA8000 is revised periodically as conditions change, and to incorporate corrections and improvements received from interested parties. Many interested parties have contributed to this version. It is hoped that both the standard and its Guidance Document will continue to improve, with the help of a wide variety of people and organisations. SAI welcomes your suggestions as well. To comment on SA8000, the associated <i>SA8000 Guidance Document</i>, or the framework for certification, please send written remarks to SAI at the address indicated below. SAI Social Accountability International © SAI 2008 <i>The SA8000 standard may be reproduced only if prior written permission from SAI is obtained.</i> SAI 15 West 44th Street 6th Floor New York, NY 10036 USA +1-212-684-1414 +1-212-684-1515 (facsimile) e-mail: info@sa-intl.org	ABOUT THE STANDARD This is the fourth issue of SA8000, a voluntary standard for auditable third-party verification, setting out the requirements to be met by organisations, including the establishment or improvement of workers' rights, workplace conditions and an effective management system. However, certification is only available per specific worksite. The foundational elements of this Standard are based on the UN Declaration of Human Rights, conventions of the ILO, international human rights norms and national labour laws. The normative SA8000 certification audit reference documents are the SA8000: 2014 Standard and the SA8000 Performance Indicator Annex. Additionally, the <i>SA8000 Guidance Document</i> facilitates compliance with the Standard. The SA8000 Performance Indicator Annex, a normative document, sets out the minimum performance expectations of an SA8000 certified organisation. The Performance Indicator Annex is found online at the SAI website. The SA8000 Guidance Document provides interpretations of SA8000 and how to implement its requirements; provides examples of methods for verifying compliance; and serves as a handbook for auditors and for organisations seeking SA8000 certification. The Guidance Document is found online at the SAI website. Although SA8000 is universally applicable, and certification is in principle available in any state or industry, there are exceptions to SA8000 certification. The SAI Advisory Board considers that there are some sectors where meeting all Standard requirements poses special difficulty due to industry norms and technical needs. The list of these current exceptions is found online at the SAI website. SA8000 is revised periodically as conditions change. Its revisions also incorporate corrections and improvements received from interested parties. It is hoped that both the Standard and its Guidance Document will continue to improve, with the help of a wide variety of participants. SAI welcomes your suggestions as well. To comment on SA8000 or its associated SA8000 Guidance Document, please send written remarks to SAI at the physical or email address indicated below. SAI Social Accountability International © SAI 2014 <i>The SA8000 Standard may be reproduced only if prior written permission from SAI is obtained.</i> SAI 15 West 44th Street 6th Floor New York, NY 10036
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Social Accountability 8000 (SA8000) <i>I. PURPOSE AND SCOPE</i> The intent of SA8000 is to provide a standard based on international human rights norms and national labour laws that will protect and empower all personnel within a company's scope of control and influence, who produce products or provide services for that company, including personnel employed by the company itself, as well as by its suppliers/subcontractors, sub-suppliers, and home workers. SA8000 is verifiable through an evidenced-based process. Its requirements apply universally, regardless of a company's size, geographic location, or industry sector. Complying with the requirements for social accountability of this standard will enable a company to: a) Develop, maintain, and enforce policies and procedures in order to manage those issues which it can control or influence; b) Credibly demonstrate to interested parties that existing company policies, procedures, and practices conform to the requirements of this standard <i>II. NORMATIVE ELEMENTS AND THEIR INTERPRETATION</i> The company shall comply with national and all other applicable laws, prevailing industry standards, other requirements to which the company subscribes, and this standard. When such national and other applicable laws, prevailing industry standards, other requirements to which the company subscribes, and this standard address the same issue, the provision most favourable to workers shall apply. The company shall also respect the principles of the following international instruments: ILO Convention 1 (Hours of Work – Industry) and Recommendation 116 (Reduction of Hours of Work) ILO Conventions 29 (Forced Labour) and 105 (Abolition of Forced Labour)	Social Accountability 8000 (SA8000) <i>I. INTRODUCTION</i> <i>1. INTENT AND SCOPE</i> Intent: The intent of SA8000 is to provide an auditable, voluntary standard, based on the UN Declaration of Human Rights, ILO and other international human rights and labour norms and national labour laws, to empower and protect all personnel within an organisation's control and influence who provide products or services for that organisation, including personnel employed by the organisation itself and by its suppliers, sub- contractors, sub-suppliers and home workers. It is intended that an organisation shall comply with this Standard through an appropriate and effective Management System. Scope: It is universally applicable to every type of organisation, regardless of e.g., its size, geographic location or industry sector. <i>2. MANAGEMENT SYSTEM</i> Throughout your review of the next eight elements of SA8000, the requirements of this element - Management System - are central to their correct implementation, monitoring and enforcement. The Management System is the operational map that allows the organisation to achieve full and sustained compliance with SA8000 while continually improving, which is also known as Social Performance. When implementing the Management System, it is a required priority that joint worker and management involvement be established, incorporated and maintained throughout the compliance process with all the Standard's elements. This is particularly critical to identify and correct non-conformances and to assure continuing conformance. <i>II. NORMATIVE ELEMENTS AND THEIR INTERPRETATION</i> The organisation shall comply with local, national and all other applicable laws, prevailing industry standards, other requirements to which the organisation subscribes and this Standard. When such laws, standards or other requirements to which the organisation subscribes and this Standard address the same issue, the provision most favourable to workers shall apply. The organisation shall also respect the principles of the following international instruments: ILO Convention 1 (Hours of Work – Industry) and Recommendation 116 (Reduction of Hours of Work) ILO Conventions 29 (Forced Labour) and 105 (Abolition of Forced Labour) ILO Convention 87 (Freedom of Association)
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ILO Convention 87 (Freedom of Association) ILO Convention 98 (Right to Organise and Collective Bargaining) ILO Conventions 100 (Equal Remuneration) and 111 (Discrimination – Employment and Occupation) ILO Convention 102 (Social Security - Minimum Standards) ILO Convention 131 (Minimum Wage Fixing) ILO Convention 135 (Workers' Representatives) ILO Convention 138 and Recommendation 146 (Minimum Age) ILO Convention 155 and Recommendation 164 (Occupational Safety and Health) ILO Convention 159 (Vocational Rehabilitation and Employment - Disabled Persons) ILO Convention 169 (Indigenous and Tribal Peoples) ILO Convention 177 (Home Work) ILO Convention 182 (Worst Forms of Child Labour) ILO Convention 183 (Maternity Protection) ILO Code of Practice on HIV/AIDS and the World of Work Universal Declaration of Human Rights The International Covenant on Economic, Social and Cultural Rights The International Covenant on Civil and Political Rights The United Nations Convention on the Rights of the Child The United Nations Convention on the Elimination of All Forms of Discrimination Against Women The United Nations Convention on the Elimination of All Forms of Racial Discrimination III. DEFINITIONS 1. Definition of company: The entirety of any organisation or business entity responsible for implementing the requirements of this standard, including all personnel employed by the company. 2. Definition of personnel: All individual men and women directly employed or contracted by a company, including directors, executives, managers, supervisors, and workers. 3. Definition of worker: All non-management personnel. 4. Definition of supplier/subcontractor: An organisation which provides the company with goods and/or services integral to and utilised in or for the production of the company's goods and/or services. 5. Definition of sub-supplier: A business entity in the supply chain which, directly or indirectly, provides the supplier with goods and/or services integral to and utilised in or for the production of the supplier's and/or the company's goods and/or services.	ILO Convention 98 (Right to Organise and Collective Bargaining) ILO Conventions 100 (Equal Remuneration) and 111 (Discrimination – Employment and Occupation) ILO Convention 102 (Social Security - Minimum Standards) ILO Convention 131 (Minimum Wage Fixing) ILO Convention 135 (Workers' Representatives) ILO Convention 138 and Recommendation 146 (Minimum Age) ILO Convention 155 and Recommendation 164 (Occupational Safety and Health) ILO Convention 159 (Vocational Rehabilitation and Employment - Disabled Persons) ILO Convention 169 (Indigenous and Tribal Peoples) ILO Convention 177 (Home Work) ILO Convention 181 (Private Employment Agencies) ILO Convention 182 (Worst Forms of Child Labour) ILO Convention 183 (Maternity Protection) ILO Code of Practice on HIV/AIDS and the World of Work Universal Declaration of Human Rights The International Covenant on Economic, Social and Cultural Rights The International Covenant on Civil and Political Rights The United Nations Convention on the Rights of the Child The United Nations Convention on the Elimination of All Forms of Discrimination Against Women The United Nations Convention on the Elimination of All Forms of Racial Discrimination UN Guiding Principles on Business and Human Rights III. DEFINITIONS (organized either alphabetically or by logical flow) 1. Shall: In this Standard the term “<i>shall</i>” indicates a requirement. Note: Italics have been added for emphasis. 2. May: In this Standard the term “<i>may</i>” indicates permission. Note: Italics have been added for emphasis. 3. Child: Any person under 15 years of age, unless the minimum age for work or mandatory schooling is higher by local law, in which case the stipulated higher age applies in that locality. 4. Child labour: Any work performed by a child younger than the age(s) specified in the above definition of a child, except as provided for by ILO Recommendation 146. 5. Collective bargaining agreement: A contract specifying the terms and conditions for work, negotiated between an organisation (e.g. employer) or group of employers and one or more worker organisation(s). 6. Corrective action: Action to eliminate the cause(s) and root cause(s) of a <i>detected</i> non-conformance. Note: Corrective action is taken to <i>prevent recurrence</i>. 7. Preventive action: Action to eliminate the cause(s) and root cause(s) of a <i>potential</i> non-conformance. Note: Preventive action is taken to <i>prevent occurrence</i>.
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6. Definition of corrective and preventive action: an immediate and continuing remedy to a non-conformance to the SA8000 standard. 7. Definition of interested party: An individual or group concerned with or affected by the social performance of the company. 8. Definition of child: Any person less than 15 years of age, unless the minimum age for work or mandatory schooling is stipulated as being higher by local law, in which case the stipulated higher age applies in that locality. 9. Definition of young worker: Any worker over the age of a child, as defined above, and under the age of 18. 10. Definition of child labour: Any work performed by a child younger than the age(s) specified in the above definition of a child, except as provided for by ILO Recommendation 146. 11. Definition of forced and compulsory labour: All work or service that a person has not offered to do voluntarily and is made to do under the threat of punishment or retaliation, or is demanded as a means of repayment of debt. 12. Definition of human trafficking: The recruitment, transfer, harbouring or receipt of persons, by means of the use of threat, force, other forms of coercion, or deception for the purpose of exploitation. 13. Definition of remediation of children: All support and actions necessary to ensure the safety, health, education, and development of children who have been subjected to child labour, as defined above, and have been subsequently dismissed. 14. Definition of home worker: A person who is contracted by the company or by a supplier, sub-supplier or subcontractor, but does not work on their premises. 15. Definition of SA8000 worker representative: A worker chosen to facilitate communication with senior management on matters related to SA8000, undertaken by the recognized trade union(s) in unionised facilities and, elsewhere, by a worker elected by non-management personnel for that purpose.	8. Forced or compulsory labour: All work or service that a person has not offered to do voluntarily and is made to do under the threat of punishment or retaliation or that is demanded as a means of repayment of debt. 9. Home worker: A person who is contracted by the organisation or by its supplier, sub-supplier or subcontractor, but does not work on their premises. 10. Human trafficking: The recruitment, transfer, harbouring or receipt of persons, by means of the use of threat, force, deception or other forms of coercion, for the purpose of exploitation. 11. Interested parties: An individual or group concerned with or affected by the social performance and/or activities of the organisation. 12. Living Wage: The remuneration received for a standard work week by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transport, clothing, and other essential needs including provision for unexpected events. 13. Non-conformance: Non-compliance with a requirement. 14. Organisation: The entirety of any business or non-business entity responsible for implementing the requirements of this Standard, including all personnel employed by the organisation. Note: For example, organisations include: companies, corporations, farms, plantations, cooperatives, NGOs and government institutions. 15. Personnel: All individuals employed or contracted by an organisation, including but not limited to directors, executives, managers, supervisors and workers and contract workers such as security guards, canteen workers, dormitory workers and cleaning workers. 16. Worker: All non-management personnel. 17. Private employment agency: Any entity, independent of the public authorities, which provides one or more of the following labour market services: - Matching offers of and applications for employment, without the agency becoming a party to the employment relationship(s) which may occur; - Employing workers with a view to making them available to a third party entity, which assigns their tasks and supervises the execution of these tasks. 18. Remediation of child labourers: All support and actions necessary to ensure the safety, health, education and development of children who have been subjected to child labour, as defined above, and whose work has been terminated.
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16. Management representative: A member of senior management personnel appointed by the company to ensure that the requirements of the standard are met. 17. Worker organisation: A voluntary association of workers organised on a continuing basis for the purpose of maintaining and improving their terms of employment and workplace conditions. 18. Collective bargaining agreement: A contract for labour negotiated between an employer or group of employers and one or more worker organisations, which specifies the terms and conditions of employment.	19. Risk assessment: A process to identify the health, safety and labour policies and practices of an organisation and to prioritise associated risks. 20. SA8000 worker representative(s): One or more worker representative(s) freely elected by workers to facilitate communication with the management representative(s) and senior management on matters related to SA8000. In unionised facilities the worker representative(s) <i>shall</i> be from the recognised trade union(s), if they choose to serve. In cases where the union(s) does not appoint a representative or the organisation is not unionised, workers <i>may</i> freely elect the worker representative(s) for that purpose. 21. Social performance: An organisation's achievement of full and sustained compliance with SA8000 while continually improving. 22. Stakeholder engagement: The participation of interested parties, including but not limited to the organisation, trade unions, workers, worker organisations, suppliers, contractors, buyers, consumers, investors, NGOs, media and local and national government officials. 23. Supplier/subcontractor: Any entity or individual(s) in the supply chain that directly provides the organisation with goods or services integral <i>to</i>, utilised in or for the production of the organisation's goods or services. 24. Sub-supplier: Any entity or individual(s) in the supply chain that provides the supplier with goods and/or services integral <i>to</i>, utilised in or for the production of the supplier's or the organisation's goods or services. 25. Worker organisation: An <i>autonomous</i> voluntary association of workers organised for the purpose of <i>furthering and defending the rights and interests of workers</i>. 26. Young worker: Any worker under the age of 18 but over the age of a child, as defined above.
IV. SOCIAL ACCOUNTABILITY REQUIREMENTS 1. CHILD LABOUR Criteria: 1.1 The company shall not engage in or support the use of child labour as defined above. 1.2 The company shall establish, document, maintain, and effectively communicate to personnel and other interested parties, policies and written procedures for remediation of children found to be working in situations which fit the definition of child labour above, and shall provide adequate financial and other support to enable such children to attend and remain in school until no longer a child as defined above. 1.3 The company may employ young workers, but where such young workers are subject to compulsory	IV. SOCIAL ACCOUNTABILITY REQUIREMENTS 1. CHILD LABOUR Criteria: 1.1 The <i>organisation shall</i> not engage in or support the use of child labour as defined above. 1.2 The <i>organisation shall</i> establish, document, maintain and effectively communicate to personnel and other interested parties, <i>written</i> policies and procedures for remediation of <i>child labourers</i>, and <i>shall</i> provide adequate financial and other support to enable such children to attend and remain in school until no longer a child as defined above. 1.3 The <i>organisation may</i> employ young workers, but where such young workers are subject to compulsory education laws, they <i>shall</i> work only outside of school

education laws, they may work only outside of school hours. Under no circumstances shall any young worker's school, work, and transportation time exceed a combined total of 10 hours per day, and in no case shall young workers work more than 8 hours a day. Young workers may not work during night hours. 1.4 The company shall not expose children or young workers to any situations – in or outside of the workplace – that are hazardous or unsafe to their physical and mental health and development. 2. FORCED AND COMPULSORY LABOUR Criteria: 2.1 The company shall not engage in or support the use of forced or compulsory labour as defined in ILO Convention 29, nor shall personnel be required to pay 'deposits' or lodge identification papers with the company upon commencing employment. 2.2 Neither the company nor any entity supplying labour to the company shall withhold any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company. 2.3 Personnel shall have the right to leave the workplace premises after completing the standard workday, and be free to terminate their employment provided that they give reasonable notice to their employer. 2.4 Neither the company nor any entity supplying labour to the company shall engage in or support trafficking in human beings. 3. HEALTH AND SAFETY Criteria: 3.1 The company shall provide a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards. 3.2 The company shall appoint a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel, and for implementing the Health and Safety elements of this standard. 3.3 The company shall provide to personnel on a regular basis effective health and safety instructions, including on-site instruction and, where needed, job-	hours. Under no circumstances <i>shall</i> any young worker's school, work and transportation time exceed a combined total of 10 hours per day. In no case <i>shall</i> young workers work more than 8 hours a day or during night hours. 1.4 The organisation <i>shall</i> not expose children or young workers to any situations – in or outside of the workplace – that are hazardous or unsafe to their physical and mental health and development. 2. FORCED OR COMPULSORY LABOUR Criteria: 2.1 The organisation <i>shall</i> not engage in or support the use of forced or compulsory labour, including prison labour, as defined in Convention 29, <i>shall not retain original identification papers and shall not</i> require personnel to pay 'deposits' to the organisation upon commencing employment. 2.2 Neither the organisation nor any entity supplying labour to the organisation <i>shall</i> withhold any part of any personnel's salary, benefits, property or documents in order to force such personnel to continue working for the organisation. 2.3 The organisation <i>shall</i> ensure that no employment fees or costs are borne in whole or in part by workers. 2.4 Personnel <i>shall</i> have the right to leave the workplace premises after completing the standard workday and be free to terminate their employment provided that they give reasonable notice to their organisation. 2.5 Neither the organisation nor any entity supplying labour to the organisation <i>shall</i> engage in or support human trafficking. 3. HEALTH AND SAFETY Criteria: 3.1 The organisation <i>shall</i> provide a safe and healthy workplace environment and <i>shall</i> take effective steps to prevent potential health and safety incidents and occupational injury or illness arising out of, associated with or occurring in the course of work. <i>It shall minimise or eliminate</i>, so far as is reasonably practicable, the causes of all hazards in the workplace environment, based upon the prevailing safety and health knowledge of the industry sector and of any specific hazards. 3.2 The organisation <i>shall</i> assess all the workplace risks to new, expectant and nursing mothers including those arising out of their work activity, to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety. 3.3 Where hazards remain after effective minimisation or elimination of the causes of all hazards in the workplace environment, the organisation <i>shall</i> provide personnel with
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specific instructions. Such instructions shall be repeated for new and reassigned personnel and in cases where accidents have occurred. 3.4 The company shall establish systems to detect, avoid, or respond to potential threats to the health and safety of personnel. The company shall maintain written records of all accidents that occur in the workplace and in company-controlled residences and property. 3.5 The company shall provide at its expense appropriate personal protective equipment to personnel. In the event of a work related injury the company shall provide first aid and assist the worker in obtaining follow-up medical treatment. 3.6 The company shall undertake to assess all the risks to new and expectant mothers arising out of their work activity and to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety. 3.7 The company shall provide, for use by all personnel, access to clean toilet facilities, access to potable water, and, where applicable, sanitary facilities for food storage. 3.8 The company shall ensure that any dormitory facilities provided for personnel are clean, safe, and meet the basic needs of the personnel. 3.9 All personnel shall have the right to remove themselves from imminent serious danger without seeking permission from the company.	appropriate personal protective equipment as needed at its own expense. In the event of a work-related injury the organisation <i>shall</i> provide first aid and assist the worker in obtaining follow-up medical treatment. 3.4 The organisation <i>shall</i> appoint a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel and for implementing these Health and Safety requirements. 3.5 A Health and Safety Committee, comprised of a well-balanced group of management representatives and workers, <i>shall</i> be established and maintained. Unless otherwise specified by law, at least one worker member(s) on the Committee <i>shall</i> be by recognised trade union(s) representative(s), if they choose to serve. In cases where the union(s) does not appoint a representative or the organisation is not unionised, workers <i>shall</i> appoint a representative(s) as they deem appropriate. Its decisions <i>shall</i> be effectively communicated to all personnel. The Committee <i>shall</i> be trained and retrained periodically in order to be competently committed to continually improving the health and safety conditions in the workplace. It <i>shall</i> conduct formal, periodic occupational health and safety risk assessments to identify and then address current and potential health and safety hazards. Records of these assessments and corrective and preventive actions taken <i>shall</i> be kept. 3.6 The organisation <i>shall</i> provide to personnel, on a regular basis, effective health and safety training, including on-site training and, where needed, job-specific training. Such training <i>shall</i> also be repeated for new and reassigned personnel, where incidents have occurred, and when changes in technology and/or the introduction of new machinery present new risks to the health and safety of personnel. 3.7 The organisation <i>shall</i> establish documented procedures to detect, prevent, minimise, eliminate or otherwise respond to potential risks to the health and safety of personnel. The organisation <i>shall</i> maintain written records of all health and safety incidents that occur in the workplace and in all residences and property provided by the organisation, whether it owns, leases or contracts the residences or property from a service provider. 3.8 The organisation <i>shall</i> provide, for use by all personnel, free access to: clean toilet facilities, potable water, suitable spaces for meal breaks, and, where applicable, sanitary facilities for food storage 3.9 The organisation <i>shall</i> ensure that any dormitory facilities provided for personnel are clean, safe and meet their basic needs, whether it owns, leases or contracts the dormitories from a service provider. 3.10 All personnel <i>shall</i> have the right to remove themselves from imminent serious danger without seeking permission from the organisation.
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4. FREEDOM OF ASSOCIATION & RIGHT TO COLLECTIVE BARGAINING Criteria: 4.1 All personnel shall have the right to form, join, and organise trade unions of their choice and to bargain collectively on their behalf with the company. The company shall respect this right, and shall effectively inform personnel that they are free to join an organisation of their choosing and that their doing so will not result in any negative consequences to them, or retaliation, from the company. The company shall not in any way interfere with the establishment, functioning, or administration of such workers' organisations or collective bargaining. 4.2 In situations where the right to freedom of association and collective bargaining are restricted under law, the company shall allow workers to freely elect their own representatives. 4.3 The company shall ensure that representatives of workers and any personnel engaged in organising workers are not subjected to discrimination, harassment, intimidation, or retaliation for reason of their being members of a union or participating in trade union activities, and that such representatives have access to their members in the workplace. 5. DISCRIMINATION Criteria: 5.1 The company shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination, or retirement based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age, or any other condition that could give rise to discrimination. 5.2 The company shall not interfere with the exercise of personnel's rights to observe tenets or practices, or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions, or any other condition that could give rise to discrimination. 5.3 The company shall not allow any behaviour that is threatening, abusive, exploitative, or sexually coercive, including gestures, language, and physical contact, in the workplace and, where applicable, in residences and other facilities provided by the company for use by personnel. 5.4 The company shall not subject personnel to pregnancy or virginity tests under any circumstances.	4. FREEDOM OF ASSOCIATION & RIGHT TO COLLECTIVE BARGAINING Criteria: 4.1 All personnel <i>shall</i> have the right to form, join and organise trade union(s) of their choice and to bargain collectively on their behalf with the organisation. The organisation shall respect this right and <i>shall</i> effectively inform personnel that they are free to join a worker organisation of their choosing without any negative consequences or retaliation from the organisation. The organisation shall not interfere in any way with the establishment, functioning or administration of workers' organisation(s) or collective bargaining. 4.2 In situations where the right to freedom of association and collective bargaining are restricted under law, the organisation shall allow workers to freely elect their own representatives. 4.3 The organisation shall ensure that union members, representatives of workers and any personnel engaged in organising workers are not subjected to discrimination, harassment, intimidation or retaliation for being union members, representative(s) of workers or engaged in organising workers, and that such representatives have access to their members in the workplace. 5. DISCRIMINATION Criteria: 5.1 The organisation shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, national or territorial or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age or any other condition that could give rise to discrimination. 5.2 The organisation shall not interfere with the exercise of personnel's rights to observe tenets or practices or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions or any other condition that could give rise to discrimination. 5.3 The organisation shall not allow any behaviour that is threatening, abusive, exploitative or sexually coercive, including gestures, language and physical contact, in the workplace and in all residences and property provided by the organisation, whether it owns, leases or contracts the residences or property from a service provider. 5.4 The organisation shall not subject personnel to pregnancy or virginity tests under any circumstances.
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6. DISCIPLINARY PRACTICES Criteria: 6.1 The company shall treat all personnel with dignity and respect. The company shall not engage in or tolerate the use of corporal punishment, mental or physical coercion, or verbal abuse of personnel. No harsh or inhumane treatment is allowed. 7. WORKING HOURS Criteria: 7.1 The company shall comply with applicable laws and industry standards on working hours and public holidays. The normal work week, not including overtime, shall be defined by law but shall not exceed 48 hours. 7.2 Personnel shall be provided with at least one day off following every six consecutive days of working. Exceptions to this rule apply only where both of the following conditions exist: a) National law allows work time exceeding this limit; and b) A freely negotiated collective bargaining agreement is in force that allows work time averaging, including adequate rest periods. 7.3 All overtime work shall be voluntary, except as provided in 7.4 below, shall not exceed 12 hours per week, nor be requested on a regular basis. 7.4 In cases where overtime work is needed in order to meet short-term business demand and the company is party to a collective bargaining agreement freely negotiated with worker organisations (as defined above) representing a significant portion of its workforce, the company may require such overtime work in accordance with such agreements. Any such agreement must comply with the requirements above. 8. REMUNERATION Criteria: 8.1 The company shall respect the right of personnel to a living wage and ensure that wages paid for a normal work week shall always meet at least legal or industry minimum standards and shall be sufficient to meet the basic needs of personnel and to provide some discretionary income. 8.2 The company shall ensure that deductions from wages are not made for disciplinary purposes. Exceptions to this rule apply only when both of the following conditions exist: a) Deductions from wages for disciplinary purposes are permitted by national law; and b) A freely negotiated collective bargaining agreement	6. DISCIPLINARY PRACTICES Criteria: 6.1 The organisation shall treat all personnel with dignity and respect. The organisation shall not engage in or tolerate the use of corporal punishment, mental or physical coercion or verbal abuse of personnel. No harsh or inhumane treatment is allowed. 7. WORKING HOURS Criteria: 7.1 The organisation shall comply with applicable laws, collective bargaining agreements (where applicable) and industry standards on working hours, breaks and public holidays. The normal work week, not including overtime, shall be defined by law but shall not exceed 48 hours. 7.2 Personnel shall be provided with at least one day off following every six consecutive days of working. Exceptions to this rule apply only where <i>both</i> of the following conditions exist: a) National law allows work time exceeding this limit; <i>and</i> b) A freely negotiated collective bargaining agreement is in force that allows work time averaging, including adequate rest periods. 7.3 All overtime work shall be voluntary, except as provided in 7.4 below, shall not exceed 12 hours per week and shall not be requested on a regular basis. 7.4 In cases where overtime work is needed in order to meet short-term business demand and the organisation is party to a freely negotiated collective bargaining agreement representing a significant portion of its workforce, the organisation may require such overtime work in accordance with such agreement. Any such agreement must comply with the other requirements of this Working Hours element. 8. REMUNERATION Criteria: 8.1 The organisation shall respect the right of personnel to a living wage and ensure that wages for a normal work week, not including overtime, shall always meet at least legal or industry minimum standards, or collective bargaining agreements (where applicable). Wages shall be sufficient to meet the basic needs of personnel and to provide some discretionary income. 8.2 The organisation shall not make deductions from wages for disciplinary purposes. Exception to this rule applies only when <i>both</i> of the following conditions exist: a) Deductions from wages for disciplinary purposes are permitted by national law; <i>and</i> b) A freely negotiated collective bargaining agreement is
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is in force. 8.3 The company shall ensure that personnel's wages and benefits composition are detailed clearly and regularly in writing for them for each pay period. The company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered either in cash or check form, in a manner convenient to workers. 8.4 All overtime shall be reimbursed at a premium rate as defined by national law. In countries where a premium rate for overtime is not regulated by law or a collective bargaining agreement, personnel shall be compensated for overtime at a premium rate or equal to prevailing industry standards, whichever is more favourable to workers' interests. 8.5 The company shall not use labour-only contracting arrangements, consecutive short-term contracts, and/or false apprenticeship schemes to avoid fulfilling its obligations to personnel under applicable laws pertaining to labour and social security legislation and regulations.	in force that permits this practice. 8.3 The organisation shall ensure that personnel's wages and benefits composition are detailed clearly and regularly to them in writing for each pay period. The organisation shall lawfully render all wages and benefits due in a manner convenient to workers, but in no circumstances in delayed or restricted forms, such as vouchers, coupons or promissory notes. 8.4 All overtime shall be reimbursed at a premium rate as defined by national law or established by a collective bargaining agreement. In countries where a premium rate for overtime is not regulated by law or there is no collective bargaining agreement, personnel shall be compensated for overtime at the organisation's premium rate or at a premium rate equal to prevailing industry standards, whichever is higher. 8.5 The organisation shall not use labour-only contracting arrangements, consecutive short-term contracts and/or false apprenticeship or other schemes to avoid meeting its obligations to personnel under applicable laws and regulations pertaining to labour and social security.	
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9. MANAGEMENT SYSTEMS Criteria: <u>Policy</u> 9.1 Top management shall define in writing, in workers' own language, the company's policy for social accountability and labour conditions, and display this policy and the SA8000 standard in a prominent, easily viewable place on the company's premises, to inform personnel that it has voluntarily chosen to comply with the requirements of the SA8000 standard. Such policy shall clearly include the following commitments: a) To conform to all requirements of this standard; b) To comply with national and other applicable laws and other requirements to which the company subscribes, and to respect the international instruments and their interpretation (as listed in Section II above); c) To review its policy regularly in order to continually improve, taking into consideration changes in legislation, in its own code-of-conduct requirements, and any other company requirements; d) To see that its policy is effectively documented, implemented, maintained, communicated, and made accessible in a comprehensible form to all personnel, including directors, executives, management, supervisors, and staff, whether directly employed by, contracted with, or otherwise representing the company; e) To make its policy publicly available in an effective form and manner to interested parties, upon request. <u>Management Representative</u> 9.2 The company shall appoint a senior management representative who, irrespective of other responsibilities, shall ensure that the requirements of this standard are met. <u>SA8000 Worker Representative</u> 9.3 The company shall recognize that workplace dialogue is a key component of social accountability and ensure that all workers have the right to representation to facilitate communication with senior	9. MANAGEMENT SYSTEM Criteria: <u>9.1 Policies, Procedures and Records</u> 9.1.1 Senior management <i>shall</i> write a policy statement to inform personnel, in all appropriate languages, that it has chosen to comply with SA8000. 9.1.2 This policy statement <i>shall</i> include the organisation's commitment to conform to all requirements of the SA8000 Standard and to respect the international instruments as listed in the previous section on Normative Elements and Their Interpretation. The statement <i>shall</i> also commit the organisation to comply with: national laws, other applicable laws and other requirements to which the organisation subscribes. 9.1.3 This policy statement and the SA8000 Standard <i>shall</i> be prominently and conspicuously displayed, in appropriate and comprehensible form, in the workplace and in residences and property provided by the organisation, whether it owns, leases or contracts the residences or property from a service provider. 9.1.4 The organisation <i>shall</i> develop policies and procedures to implement the SA8000 Standard. 9.1.5 These policies and procedures <i>shall</i> be effectively communicated and made accessible to personnel in all appropriate languages. These communications <i>shall</i> also be clearly shared with customers, suppliers and sub-contractors. 9.1.6 The organisation <i>shall</i> maintain appropriate records to demonstrate conformance to and implementation of the SA8000 standard, including the Management System requirements contained in this element. Associated records <i>shall</i> be kept and written or oral summaries given to the SA8000 worker representative(s). 9.1.7 The organisation <i>shall</i> regularly conduct a management review of its policy statement, policies, procedures implementing this Standard and performance results, in order to continually improve. 9.1.8 The organisation <i>shall</i> make its policy statement publicly available in an effective form and manner to interested parties, upon request. <u>9.2 Social Performance Team</u> 9.2.1 A Social Performance Team (SPT) <i>shall</i> be established to implement all elements of SA8000. The Team <i>shall</i> include a balanced representation of: a) SA800 worker representative(s); and b) management. Compliance accountability for the Standard <i>shall</i> solely rest with Senior Management. 9.2.2 In unionised facilities, worker representation on the SPT <i>shall</i> be by recognised trade union(s) representative(s), if they choose to serve. In cases where
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management in matters relating to SA8000. In unionised facilities, such representation shall be undertaken by recognized trade union(s). Elsewhere, workers may elect a SA8000 worker representative from among themselves for this purpose. In no circumstances, shall the SA8000 worker representative be seen as a substitute for trade union representation. <u>Management Review</u> 9.4 Top management shall periodically review the adequacy, suitability, and continuing effectiveness of the company's policy, procedures, and performance results vis-à-vis the requirements of this standard and other requirements to which the company subscribes. Where appropriate, system amendments and improvements shall be implemented. The worker representative shall participate in this review. <u>Planning and Implementation</u> 9.5 The company shall ensure that the requirements of this standard are understood and implemented at all levels of the organisation. Methods shall include, but are not limited to: a) Clear definition of all parties' roles, responsibilities, and authority; b) Training of new, reassigned, and/or temporary personnel upon hiring; c) Periodic instruction, training, and awareness programs for existing personnel; d) Continuous monitoring of activities and results to demonstrate the effectiveness of systems implemented to meet the company's policy and the requirements of this standard. 9.6 The company is required to consult the SA8000 Guidance Document for interpretative guidance with respect to this standard. <u>Control of Suppliers/Subcontractors and Sub-Suppliers</u> 9.7 The company shall maintain appropriate records of suppliers/subcontractors' (and, where appropriate, sub-suppliers') commitments to social accountability, including, but not limited to, contractual agreements and/or the written commitment of those organisations to: a) Conform to all requirements of this standard and to require the same of sub-suppliers; b) Participate in monitoring activities as requested by the company; c) Identify the root cause and promptly implement corrective and preventive action to resolve any identified non-conformance to the requirements of	the union(s) does not appoint a representative or the organisation is not unionised, workers <i>may</i> freely elect one or more SA8000 worker representative(s) from among themselves for this purpose. In no circumstances <i>shall</i> the SA8000 worker representative(s) be seen as a substitute for trade union representation. <u>9.3 Identification and Assessment of Risks</u> 9.3.1 The SPT <i>shall</i> conduct periodic written risk assessments to identify and prioritise the areas of actual or potential non-conformance to this Standard. It <i>shall</i> also recommend actions to Senior Management that address these risks. Actions to address these risks <i>shall</i> be prioritised according to their severity or where a delay in responding would make it impossible to address. 9.3.2 The SPT <i>shall</i> conduct these assessments based on their recommended data and data collection techniques and in meaningful consultation with interested parties. <u>9.4 Monitoring</u> 9.4.1 The SPT <i>shall</i> continually monitor workplace activities for: a) compliance with this Standard; b) implementation of actions to effectively address the risks identified by the SPT; and c) for the effectiveness of systems implemented to meet the organisation's policies and the requirements of this Standard. It <i>shall</i> have the authority to collect information from or include interested parties (stakeholders) in its monitoring activities. It <i>shall</i> also liaise with other departments to study, define, analyse and/or address any possible non-conformance(s) to the SA8000 Standard. 9.4.2 The SPT <i>shall</i> also facilitate routine internal audits and produce reports for senior management on the performance and benefits of actions taken to meet the SA8000 Standard, including a record of corrective and preventive actions identified. 9.4.3 The SPT <i>shall</i> also hold periodic meetings to review progress and identify potential actions to strengthen implementation of the Standard. <u>9.5 Internal Involvement and Communication</u> 9.5.1 The organisation <i>shall</i> demonstrate that personnel effectively understand the requirements of SA8000, and <i>shall</i> regularly communicate the requirements of SA8000 through routine communications. <u>9.6 Complaint Management and Resolution</u> 9.6.1 The organisation <i>shall</i> establish a written grievance procedure that is confidential, unbiased, non-retaliatory and accessible and available to personnel and interested parties to make comments, recommendations, reports or complaints concerning the workplace and/or non-conformances to the SA8000 Standard.
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this standard; d) Promptly and completely inform the company of any and all relevant business relationship(s) with other suppliers/subcontractors and sub-suppliers. 9.8 The company shall establish, maintain, and document in writing appropriate procedures to evaluate and select suppliers/subcontractors (and, where appropriate, sub-suppliers) taking into account their performance and commitment to meet the requirements of this standard. 9.9 The company shall make a reasonable effort to ensure that the requirements of this standard are being met by suppliers and subcontractors within their sphere of control and influence. 9.10 In addition to the requirements of Sections 9.7 through 9.9 above, where the company receives, handles, or promotes goods and/or services from suppliers/subcontractors or sub-suppliers who are classified as home workers, the company shall take special steps to ensure that such home workers are afforded a level of protection similar to that afforded to directly employed personnel under the requirements of this standard. Such special steps shall include, but not be limited to: a) Establishing legally binding, written purchasing contracts requiring conformance to minimum criteria in accordance with the requirements of this standard; b) Ensuring that the requirements of the written purchasing contract are understood and implemented by home workers and all other parties involved in the purchasing contract; c) Maintaining, on the company premises, comprehensive records detailing the identities of home workers, the quantities of goods produced, services provided, and/or hours worked by each home worker; d) Frequent announced and unannounced monitoring activities to verify compliance with the terms of the written purchasing contract. <u>Addressing Concerns and Taking Corrective Action</u> 9.11 The company shall provide a confidential means for all personnel to report non-conformances with this standard to the company management, and the worker representative. The company shall investigate, address, and respond to the concerns of personnel and other interested parties with regard to conformance/non-conformance with the company's policies and/or the requirements of this standard. The company shall refrain from disciplining, dismissing, or otherwise discriminating against any personnel for providing information concerning observance of the standard.	9.6.2 The organisation <i>shall</i> have procedures for investigating, following up on and communicating the outcome of complaints concerning the workplace and/or non-conformances to this Standard or of its implementing policies and procedures. These results <i>shall</i> be freely available to all personnel and, upon request, to interested parties. 9.6.3 The organisation <i>shall</i> not discipline, dismiss or otherwise discriminate against any personnel or interested party for providing information on SA8000 compliance or for making other workplace complaints. <u>9.7 External Verification and Stakeholder Engagement</u> 9.7.1 In the case of announced and unannounced audits for the purpose of certifying its compliance with the requirements of this Standard, the organisation <i>shall</i> fully cooperate with external auditors to determine the severity and frequency of any problems that arise in meeting the SA8000 Standard. 9.7.2 The organisation <i>shall</i> participate in stakeholder engagement in order to attain sustainable compliance with the SA8000 Standard. <u>9.8 Corrective and Preventive Actions</u> 9.8.1 The organisation <i>shall</i> formulate policies and procedures for the prompt implementation of corrective and preventive actions and <i>shall</i> provide adequate resources for them. The SPT <i>shall</i> ensure that these actions are effectively implemented. 9.8.2. The SPT <i>shall</i> maintain records, including timelines, that list, at minimum, non-conformances related to SA8000, their root causes, the corrective and preventive actions taken and implementation results. <u>9.9 Training and Capacity Building</u> The organisation <i>shall</i> implement a training plan for all personnel to effectively implement the SA8000 Standard as informed by the results of risk assessments. The organisation <i>shall</i> periodically measure the effectiveness of training and record their nature and frequency. <u>9.10 Management of Suppliers and Contractors</u> 9.10.1 The organisation <i>shall</i> conduct due diligence on its suppliers/subcontractors, private employment agencies and sub-suppliers' compliance with the SA8000 Standard. The same due diligence approach shall be applied when selecting new suppliers/subcontractors, private employment agencies and sub-suppliers. The minimum activities for the organisation to fulfil this requirement <i>shall</i> be recorded and <i>shall</i> include: a) effectively communicating the requirements of this Standard to senior leadership of suppliers/subcontractors, private employment agencies and sub-suppliers; b) assessing significant risks of non-conformance by suppliers/subcontractors, private employment agencies and sub-suppliers. [Note: an explanation of "significant risk" is found in the guidance document]; c) making reasonable efforts to ensure that these
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9.12 The company shall identify the root cause, promptly implement corrective and preventive action, and allocate adequate resources appropriate to the nature and severity of any identified non-conformance with the company's policy and/or the standard. <u>Outside Communication and Stakeholder Engagement</u> 9.13 The company shall establish and maintain procedures to communicate regularly to all interested parties data and other information regarding compliance with the requirements of this document, including, but not limited to, the results of management reviews and monitoring activities. 9.14 The company shall demonstrate its willingness to participate in dialogues with all interested stakeholders, including, but not limited to: workers, trade unions, suppliers, subcontractors, sub-suppliers, buyers, non-governmental organisations, and local and national government officials, aimed at attaining sustainable compliance with this standard. <u>Access for Verification</u> 9.15 In the case of announced and unannounced audits of the company for the purpose of certifying its compliance with the requirements of this standard, the company shall ensure access to its premises and to reasonable information required by the auditor. <u>Records</u> 9.16 The company shall maintain appropriate records to demonstrate conformance to the requirements of this standard.	significant risks are adequately addressed by suppliers/subcontractors, private employment agencies and sub-suppliers and by the organisation where and when appropriate, and prioritised according to the organisation's ability and resources to influence these entities; [Note: an explanation of "reasonable effort" may be found in the guidance document]; and d) establishing monitoring activities and tracking performance of suppliers/subcontractors, private employment agencies and sub-suppliers to ensure that these significant risks are effectively addressed. 9.10.2 Where the organisation receives, handles or promotes goods and/or services from suppliers /subcontractors or sub-suppliers who are classified as home workers, the organisation <i>shall</i> take effective actions to ensure that such home workers are afforded a level of protection substantially equivalent to that afforded the organisation's other workers under the requirements of this Standard.
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