

SOCIAL ACCOUNTABILITY 8000(SA8000)

I. PURPOSE AND SCOPE

This standard specifies requirements for social accountability to 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) demonstrate to interested parties that policies, procedures and practices are in conformity with the requirements of this standard.

The requirements of this standard shall apply universally with regard to geographic location, industry sector and company size.

Note: Readers are advised to consult the SA8000 Guidance Document for interpretative guidance with respect to this standard.

II. NORMATIVE ELEMENTS AND THEIR INTERPRETATION

The company shall comply with national and other applicable law, other requirements to which the company subscribes, and this standard. When national and other applicable law, other requirements to which the company subscribes, and this standard address the same issue, that provision which is most stringent applies.

The company shall also respect the principles of the following international instruments:

- ILO Conventions 29 and 105 (Forced & Bonded Labour)
- ILO Convention 87 (Freedom of Association)
- ILO Convention 98 (Right to Collective Bargaining)
- ILO Conventions 100 and 111 (Equal remuneration for male and female workers for work of equal value; Discrimination)
- ILO Convention 135 (Workers' Representatives Convention)
- ILO Convention 138 & Recommendation 146 (Minimum Age and Recommendation)
- ILO Convention 155 & Recommendation 164 (Occupational Safety & Health)
- ILO Convention 159 (Vocational Rehabilitation & Employment/Disabled Persons)
- ILO Convention 177 (Home Work)
- ILO Convention 182 (Worst Forms of Child Labour)
- Universal Declaration of Human Rights
- The United Nations Convention on the Rights of the Child
- The United Nations Convention to Eliminate All Forms of Discrimination Against Women

III. DEFINITIONS

1. Definition of company: The entirety of any organization or business entity

responsible for implementing the requirements of this standard, including all personnel (i.e., directors, executives, management, supervisors, and non-management staff, whether directly employed, contracted or otherwise representing the company).

2. Definition of supplier/subcontractor: A business entity which provides the company with goods and/or services integral to, and utilized in/for, the production of the company's goods and/or services.
3. 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 utilized in/for, the production of the supplier's and/or company's goods and/or services.
4. Definition of remedial action: Action taken to make amends to a worker or former employee for a previous violation of a worker's rights as covered by SA8000.
5. Definition of corrective action: The implementation of a systemic change or solution to ensure an immediate and ongoing remedy to a nonconformance.
6. Definition of interested party: Individual or group concerned with or affected by the social performance of the company.
7. Definition of child: Any person less than 15 years of age, unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age would apply. If, however, local minimum age law is set at 14 years of age in accordance with developing-country exceptions under ILO Convention 138, the lower age will apply.
8. Definition of young worker: Any worker over the age of a child as defined above and under the age of 18.
9. Definition of child labour: Any work by a child younger than the age(s) specified in the above definition of a child, except as provided for by ILO Recommendation 146.
10. Definition of forced labour: All work or service that is extracted from any person under the menace of any penalty for which said person has not offered him/herself voluntarily or for which such work or service is demanded as a means of repayment of debt.
11. Definition of remediation of children: All necessary support and actions to ensure the safety, health, education, and development of children who have been subjected to child labour, as defined above, and are dismissed.
12. Definition of homeworker: A person who carries out work for a company under direct or indirect contract, other than on a company's premises, for remuneration, which results in the provision of a product or service as specified by the employer, irrespective of who supplies the equipment, materials or other inputs used.

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 procedures for remediation of children found to be working in situations which fit the definition of child labour above, and shall provide adequate support to enable such children to attend and remain in school until no longer a child as defined above.

1.3 The company shall establish, document, maintain, and effectively communicate to personnel and other interested parties policies and procedures for promotion of education for children covered under ILO Recommendation 146 and young workers who are subject to local compulsory education laws or are attending school, including means to ensure that no such child or young worker is employed during school hours and that combined hours of daily transportation (to and from work and school), school, and work time does not exceed 10 hours a day.

1.4 The company shall not expose children or young workers to situations in or outside of the workplace that are hazardous, unsafe, or unhealthy.

2. FORCED LABOUR

Criterion:

2.1 The company shall not engage in or support the use of forced labour, nor shall personnel be required to lodge 'deposits' or identity papers upon commencing employment with the company.

3. HEALTH AND SAFETY

Criteria:

3.1 The company, bearing in mind the prevailing knowledge of the industry and of any specific hazards, shall provide a safe and healthy working environment and shall take adequate steps to prevent accidents and injury to health arising out of, associated with or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

3.2 The company shall appoint a senior management representative responsible for the health and safety of all personnel, and accountable for the implementation of the Health and Safety elements of this standard.

3.3 The company shall ensure that all personnel receive regular and recorded health and safety training, and that such training is repeated for new and

reassigned personnel.

3.4 The company shall establish systems to detect, avoid or respond to potential threats to the health and safety of all personnel.

3.5 The company shall provide, for use by all personnel, clean bathrooms, access to potable water, and, if appropriate, sanitary facilities for food storage.

3.6 The company shall ensure that, if provided for personnel, dormitory facilities are clean, safe, and meet the basic needs of the personnel.

4. FREEDOM OF ASSOCIATION & RIGHT TO COLLECTIVE BARGAINING

Criteria:

4.1 The company shall respect the right of all personnel to form and join trade unions of their choice and to bargain collectively.

4.2 The company shall, in those situations in which the right to freedom of association and collective bargaining are restricted under law, facilitate parallel means of independent and free association and bargaining for all such personnel.

4.3 The company shall ensure that representatives of such personnel are not the subject of discrimination 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, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation, or age.

5.2 The company shall not interfere with the exercise of the rights of personnel to observe tenets or practices, or to meet needs relating to race, caste, national origin, religion, disability, gender, sexual orientation, union membership, or political affiliation.

5.3 The company shall not allow behaviour, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

6. DISCIPLINARY PRACTICES

Criterion:

6.1 The company shall not engage in or support the use of corporal punishment, mental or physical coercion, and verbal abuse.

7. WORKING HOURS

Criteria:

7.1 The company shall comply with applicable laws and industry standards on working hours. The normal workweek shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven-day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week.

7.2 Other than as permitted in Section 7.3 (below), overtime work shall be voluntary.

7.3 Where the company is party to a collective bargaining agreement freely negotiated with worker organizations (as defined by the ILO) representing a significant portion of its workforce, it may require overtime work in accordance with such agreement to meet short-term business demand. Any such agreement must comply with the requirements of Section 7.1 (above).

8. REMUNERATION

Criteria:

8.1 The company shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards and shall be sufficient to meet 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, and shall ensure that wage and benefits composition are detailed clearly and regularly for workers; 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.

8.3 The company shall ensure that labour-only contracting arrangements and false apprenticeship schemes are not undertaken in an effort to avoid fulfilling its obligations to personnel under applicable laws pertaining to labour and social security legislation and regulations.

9. MANAGEMENT SYSTEMS

Criteria:

Policy

9.1 Top management shall define the company's policy for social accountability and labour conditions to ensure that it:

- a) includes a commitment to conform to all requirements of this standard;
- b) includes a commitment to comply with national and other applicable law, other requirements to which the company subscribes and to respect the international instruments and their interpretation (as listed in Section II);
- c) includes a commitment to continual improvement;
- d) is effectively documented, implemented, maintained, communicated and is

accessible in a comprehensible form to all personnel, including, directors, executives, management, supervisors, and staff, whether directly employed, contracted or otherwise representing the company;
e) is publicly available.

Management Review

9.2 Top management shall periodically review the adequacy, suitability, and continuing effectiveness of the company's policy, procedures and performance results vis-a-vis the requirements of this standard and other requirements to which the company subscribes. System amendments and improvements shall be implemented where appropriate.

Company Representatives

9.3 The company shall appoint a senior management representative who, irrespective of other responsibilities, shall ensure that the requirements of this standard are met.

9.4 The company shall provide for non-management personnel to choose a representative from their own group to facilitate communication with senior management on matters related to this standard.

Planning and Implementation

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 roles, responsibilities, and authority;
- b) training of new and/or temporary employees upon hiring;
- c) periodic training and awareness programs for existing employees;
- 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.

Control of Suppliers/Subcontractors and Sub-Suppliers

9.6 The company shall establish and maintain appropriate procedures to evaluate and select suppliers/subcontractors (and, where appropriate, sub-suppliers) based on their ability to meet the requirements of this standard.

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, the written commitment of those organizations to:

- a) conform to all requirements of this standard (including this clause);
- b) participate in the company's monitoring activities as requested;
- c) promptly implement remedial and corrective action to address any nonconformance identified against the requirements of 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 maintain reasonable evidence that the requirements of this standard are being met by suppliers and subcontractors.

9.9 In addition to the requirements of Sections 9.6 and 9.7 above, where the company receives, handles or promotes goods and/or services from suppliers/subcontractors or sub-suppliers who are classified as homeworkers, the company shall take special steps to ensure that such homeworkers are afforded a similar level of protection as would be 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 homeworkers and all other parties involved in the purchasing contract;

(c) maintaining, on the company premises, comprehensive records detailing the identities of homeworkers; the quantities of goods produced/services provided and/or hours worked by each homemaker;

(d) frequent announced and unannounced monitoring activities to verify compliance with the terms of the written purchasing contract.

Addressing Concerns and Taking Corrective Action

9.10 The company shall investigate, address, and respond to the concerns of employees and other interested parties with regard to conformance/nonconformance with the company's policy and/or the requirements of this standard; the company shall refrain from disciplining, dismissing or otherwise discriminating against any employee for providing information concerning observance of the standard.

9.11 The company shall implement remedial and corrective action and allocate adequate resources appropriate to the nature and severity of any nonconformance identified against the company's policy and/or the requirements of the standard.

Outside Communication

9.12 The company shall establish and maintain procedures to communicate regularly to all interested parties data and other information regarding performance against the requirements of this document, including, but not limited to, the results of management reviews and monitoring activities.

Access for Verification

9.13 Where required by contract, the company shall provide reasonable information and access to interested parties seeking to verify conformance to the requirements of this standard; where further required by contract, similar

information and access shall also be afforded by the company's suppliers and subcontractors through the incorporation of such a requirement in the company's purchasing contracts.

Records

9.14 The company shall maintain appropriate records to demonstrate conformance to the requirements of this standard.

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