

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

# Toward Social Justice and Economic Equity in the Food System

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

**PRIMARY AUTHORS**

**Elizabeth Henderson**

Organic farmer, Peacework Organic Farm, Newark, NY

**Richard Mandelbaum**

Comite de Apoyo a los Trabajadores Agrícolas / Farm worker  
Support Committee (CATA)

**Oscar Mendieta**

AOPEB, Association of Organizations of Ecological Producers of  
Bolivia

**Michael Sligh**

Rural Advancement Foundation International-USA (RAFI-USA)

# 1 **Executive Summary**

2 Our goal is to build a model of an alternative food system by creating an economic incentive  
3 for social equity and just working conditions through the establishment of a “social justice”  
4 food label. The vision of this alternative food system is one of vibrant small-scale family  
5 farms that provide well-being for the farm family and dignified work to wage laborers. We  
6 have based the following social justice standards on the two complementary principles of  
7 economic equity for the farmer and just working conditions for the farm worker. Adoption of  
8 these standards will result in a win/win/win scenario for workers, farmers, and buyers, who  
9 will all benefit from such a program.

10 We recognize that the development and implementation of such standards will depend on the  
11 equal involvement of buyers, farmers, and farm workers. Our goal is to build and maintain a  
12 mutually respectful and supportive relationship amongst these parties, rather than an  
13 antagonistic one. We envision a symbiotic relationship in which, despite occasional  
14 differences and disputes, the farmer, farm worker, and buyer are able to live full and  
15 rewarding lives. In this scenario, the farmer can count on a fair agreement/contract with at  
16 least minimally fair prices and a well-trained and consistent workforce. The worker can count  
17 on stable, dignified work and just treatment. The buyer can rely on getting high quality food  
18 products.

19 To make this vision a reality, those who work the land (farmers and farm workers) will need  
20 to forge a fundamental link with a supportive public (consumers). There are strong  
21 indications of increasing public interest in products that have been certified as having been  
22 produced under socially just conditions. This is evident in the growing popularity of both fair  
23 trade products and certified sweatshop-free products. While  
24 both these programs have mainly focused on imported  
25 goods, chiefly from nations in the Global South, the two  
26 concepts can and should be combined and focused on  
27 domestically produced agricultural products as well.

28 We have also considered the unique needs and rights of  
29 farmers from indigenous communities. Organic foods from  
30 these farmers represent an increasingly large share of the  
31 global organic marketplace. Their traditional relationships  
32 to the land predate Western systems and must be respected  
33 and protected against exploitation and bio-piracy. If social  
34 stewardship cannot work for them, then we have failed to  
35 achieve our common goals and responsibilities.

**Sidebars:** Throughout the document we have raised questions or concerns that do not have a home in the document language itself and yet are vital to understanding the context of this and similar initiatives. In most cases these reflect the issue areas that have generated the most volume of discussion and disagreement. These questions and/or statements of concern are scattered throughout the document in the form of side-bars such as this.

## 36 **General Principles**

37 For the authors, as for many organic farmers around the world and the hundreds of  
38 organizations which have signed on to the IFOAM principles, Social Justice and Social  
39 Rights are integral aspects of organic agriculture, processing, distribution, and retailing.

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

1 The standards are intended to be consistent with and to build on IFOAM principles on Social  
2 Justice and the work of the International Labor Organization (ILO).

### 3 **Farmers' Rights and Buyers' Responsibilities**

4 The standards outlining farmers' rights are based on the principle that *all contracts between*  
5 *farmers and buyers will be fair and equitable.*

6 These standards ensure the following:

- 7     ▪ Contract negotiation in good faith and with payments to the farmer that cover the cost  
8       of production of the farm products, plus a fair return on the farmer's investment and a  
9       living wage for the farmer. Should the buyer not be able to afford to pay an adequate  
10      price, full disclosure of financial records will be required, as well as steady  
11      improvement as finances improve.
- 12    ▪ Freedom of association and the right to collective bargaining.
- 13    ▪ Fair grievance procedure.
- 14    ▪ Contract specifications such as recapture of capital investment, anti-discrimination  
15      clauses, the prohibition of the termination of contracts without just cause, and profit  
16      sharing incentives.

### 17 **Buyers' Rights and Farmers' Responsibilities**

18 The standards outlining buyers' rights and farmers' responsibilities are likewise based on the  
19 principle that all contracts between farmers and buyers will be fair and equitable.

20 These standards ensure the following:

- 21     ▪ The right to transparency of the farmers' costs of production for the purposes of  
22       determining fair prices for farmers.
- 23     ▪ The right to have agreements and/or contracts with farmers negotiated and  
24       implemented in good faith.
- 25     ▪ The right to a fair grievance procedure to resolve any disputes that may arise.

### 26 **Indigenous Peoples' Rights**

27 All the rights granted farmers must be granted to indigenous farmers and smallholders as  
28 well. Additional needs must also be addressed in order to assure fair trading with indigenous  
29 agricultural communities. The authors recognize that the term indigenous refers to what is in  
30 actuality an incredible diversity of cultures, and for this reason the main component of  
31 indigenous peoples' rights must be *the guarantee that they be allowed to speak for*  
32 *themselves.*

33 Many of the provisions in this section are principles rather than standards per se:

- 34     ▪ Protection from biopiracy; i.e. the right to participate in a fair and equitable manner in  
35       the benefits generated by access to their genetic resources (patents, registered  
36       products, etc.).
- 37     ▪ The right to not have your knowledge or genetic resources patented.
- 38     ▪ The right to food sovereignty.

- 1       ▪ The right to maintain, protect, and conserve their traditional knowledge.

## 2       **Farm Worker Rights**

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

5       These standards ensure the following:

- 6       ▪ Adherence to international laws protecting workers, including ILO Conventions and  
7       UN Charters.
- 8       ▪ Freedom of association and right to collective bargaining.
- 9       ▪ Fair grievance procedure.
- 10      ▪ Living wages.
- 11      ▪ Safe and adequate housing.
- 12      ▪ Health and safety protections, including access to adequate medical care, a “right to  
13      know” clause, and the expectation that the least toxic alternative is always used on the  
14      farm.

## 15      **Interns and Apprentices**

16      A short section of standards pertaining to interns and apprentices is included, in recognition  
17      of the vital role interns and apprentices have played in organic and sustainable agriculture.  
18      The standards are based on the fact that interns are inherently distinct from wage laborers and  
19      therefore have distinct rights and responsibilities.

20      These standards ensure the following:

- 21      • A fair stipend.
- 22      ▪ A clear, mutually agreed to, written contract laying out shared expectations.
- 23      ▪ Assurance that the agreed teaching will be forthcoming from the farmer.

1 **Primary Authors and Contact Information**

2 Elizabeth Henderson, Peacework Organic Farm  
3 2218 Welcher Road, Newark, NY 14513  
4 315-331-9029, [ehendrsn@redsuspenders.com](mailto:ehendrsn@redsuspenders.com)  
5

6 Michael Sligh, Rural Advancement Foundation International – USA  
7 P.O. Box 640, Pittsboro, NC 27312  
8 919-929-7099, [msligh@rafiusa.org](mailto:msligh@rafiusa.org)  
9

10 Richard Mandelbaum, Comité de Apoyo a los Trabajadores Agrícolas  
11 (Farm Worker Support Committee)  
12 P.O. Box 63, Forestburgh, NY 12777  
13 845-796-1883, [richardmandelbaum@hotmail.com](mailto:richardmandelbaum@hotmail.com)  
14

15 Oscar Mendieta, Asociación of Organizaciones de Productores Ecológicos de Bolivia  
16 (Association of Organizations of Ecological Producers of Bolivia)  
17 C Juan Joes Perez, # 268 A, Casillo 1872, La Paz, Bolivia  
18 591-2-2444441, [aopeb@megalink.com](mailto:aopeb@megalink.com), [oscalis@caosa.entelnet.bo](mailto:oscalis@caosa.entelnet.bo)  
19

20 *Editorial Assistant*

21 Laura Lauffer, Rhys Solutions  
22 330 Hatley Road, Pittsboro NC 27312  
23 919-542-6067, [laural@blast.com](mailto:laural@blast.com)  
24

25

1

## 2 **Table of Contents**

3	Executive Summary .....	2
4	Introduction.....	7
5	Limitations of a Labeling Program .....	8
6	Project Purposes.....	9
7	Next Steps.....	10
8	Definitions .....	11
9	Part 1. Background and Underlying Assumptions.....	13
10	General Principles .....	13
11	Underlying Assumptions .....	13
12	Part I. A. Farmer Rights and Buyer’s Responsibilities .....	16
13	Introduction.....	16
14	Contracts and Bargaining Process.....	16
15	Equity, price setting and other benefits .....	19
16	Enforcement.....	21
17	Part I. B. Buyers’ Rights and Farmers’ Responsibilities .....	22
18	Part I. C. Indigenous Peoples’ Rights: .....	23
19	Part II. Farm Worker Labor Guidelines .....	25
20	Labor Rights.....	25
21	Wages and Benefits .....	29
22	Housing.....	32
23	Health and Safety .....	33
24	Interns and Apprentices .....	35
25	Vision Statement .....	37

1

## 2 **Introduction**

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

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

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

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

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

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

39 These standards have been developed through an open process involving input and  
40 commentary from individuals and organizations representing a wide spectrum of the food  
41 and agricultural system. The four principal authors directly represent the sectors of small  
42 scale organic farmers, agricultural workers, consumers, and indigenous communities. In  
43 addition, a broader spectrum of stakeholders, including fair trade programs, trade unions,

1 organic and other certification programs, and consumers, have provided us with invaluable  
2 comments and advice.

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

## 10 **Limitations of a Labeling Scheme**

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

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

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

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

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.

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

## 6 **Project Purposes**

7 The purposes of this project are to:

- 8 1. Positively influence the ongoing discussions  
9 revolving around the adoption of social  
10 stewardship standards, through the  
11 development of specific language (these  
12 standards) representative of a broad-based  
13 spectrum of constituencies, as described  
14 above. We hope that our work can have a  
15 positive impact, through collaboration and  
16 friendly dialogue, on some of the other  
17 programs currently in development, such as  
18 those of the SASA project (IFOAM-FLO) and  
19 the Soil Association, among others. We  
20 believe that certain issues and areas have been  
21 addressed in these standards that either have  
22 not been addressed, or not addressed in as  
23 much detail, by some of these other ongoing  
24 efforts, and that therefore we can provide  
25 them with valuable and complementary  
26 insight.
- 27 2. Encourage existing certifying agencies,  
28 including organic certifiers, to adopt social  
29 stewardship standards, and to make use of  
30 these standards as a base-line.
- 31 3. Encourage organizations or communities that  
32 may not necessarily have certification  
33 programs currently in place to consider the  
34 potential value to their members of implementing such a program and utilizing these  
35 standards as a base-line. (See Next Steps, below.)
- 36 4. Provide guidance for organizations grappling with these issues in contexts other than  
37 labeling programs.
- 38 5. Inspire direct, honest dialogue among the diverse members of the sustainable  
39 agriculture community on issues of economic equity and justice for small farmers,  
40 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.

1 **Next Steps**

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

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

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

13 Much of what is contained in the following standards can  
14 be summed up as contractual obligations – between the  
15 buyer and the producer and between the employer and  
16 employee. Ultimately, a contract is only as good as its  
17 provision to resolve disputes that may arise between  
18 parties. Therefore, one key to successful implementation  
19 of any social certification program will be a functioning  
20 and fair grievance procedure or other similar process of  
21 conflict resolution. In the case of a breach of contract, the  
22 wronged party (whether it be farmer, worker, or buyer)  
23 must know not only his/her rights under that contract, but  
24 also how he/she can resolve the conflict. Such a process  
25 must be perceived as fair and unbiased by all parties, adequately efficient and timely in the  
26 resolution of conflicts, and sufficiently protective against retaliatory measures in disputes; i.e.  
27 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?

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

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

1 **Definitions**

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

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

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

10 **Child labor** - Full-time employment or any employment that interferes with schooling in  
11 accordance with national legislation<sup>2</sup>, or the culturally appropriate educational needs of the  
12 children involved. We define children as 16 years of age or younger.

13 **Collective bargaining** - The performance of the mutual obligation of the employer and the  
14 employees or representative of the employees to meet at reasonable times and confer in good  
15 faith with respect to wages, hours, and other terms and conditions of employment, or the  
16 negotiation of an agreement or any question arising thereunder, and the execution of a  
17 written contract incorporating any agreement reached if requested by either party.<sup>3</sup>

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

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

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

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

27 **Good faith** - Honest intent to act without taking an unfair advantage over another person or

---

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

<sup>2</sup> 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.

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

1 to fulfill a promise to act, even when some legal technicality is not fulfilled.<sup>4</sup>

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

3 **Farm labor contractor** - Any person other than the agricultural employer, or an employee  
4 of an agricultural employer, who, for any money or other valuable consideration paid or  
5 promised to be paid, performs any recruiting, soliciting, hiring, employing, furnishing, or  
6 transporting any agricultural worker.<sup>5</sup>

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

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

12 **Major violation**- An act resulting in immediate decertification.

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

15 **Small family farm** - This definition still needs to be refined and will need to be crafted to fit  
16 the needs of small farmers in specific countries. For example, for U.S. purposes, the USDA/  
17 Small Farm Commission has adopted a definition of small farms as farms with less than  
18 \$250,000 gross receipts annually on which day-to-day labor and management are provided  
19 by the farmer and/or the farm family that owns the production or owns, or leases, the  
20 productive assets. This comprises 94% of all U.S. farms. Despite, this high figure, the net  
21 income of these farms can still be below the US poverty line.<sup>6</sup>

22 **Organic** - Organic agriculture is a holistic production management system  
23 which promotes and enhances agro-ecosystem health, including biodiversity,  
24 biological cycles, and soil biological activity. It emphasizes the use of  
25 management practices in preference to the use of off-farm inputs, taking  
26 into account that regional conditions require locally adapted systems. This  
27 is accomplished by using, where possible, agronomic, biological, and  
28 mechanical methods, as opposed to using synthetic materials, to fulfill any  
29 specific function within the system.

---

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

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

<sup>6</sup> A Time to Act, VII. Description of a Small Farm, p.28

# 1 **Part 1: Background and Underlying Assumptions**

## 2 **General Principles**

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

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

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

## 17 **Underlying Assumptions**

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

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

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

26 In addition, consistent with the vision outlined later in this document, the goal is to build and  
27 maintain a mutually respectful and supportive relationship amongst the various parties  
28 (buyer, farmer, farm worker), rather than an antagonistic one. We envision a symbiotic  
29 relationship, in which despite occasional differences and disputes, the farmer, farm worker,  
30 and buyer are able to live full and rewarding lives. In this scenario, the farmer can count on a  
31 fair agreement/contract with at least minimum fair prices, and a well-trained and consistent  
32 work force. The worker can count on stable, dignified work and just treatment. The buyer can  
33 rely on getting high quality food products.

34 These standards are intended to be consistent with and to build on IFOAM principles on  
35 Social Justice, and the work of the Food and Agriculture Organization of the United Nations  
36 (FAO), the International Commitment of Phylogenetic Resources, and the International

---

<sup>7</sup> Taken from IFOAM Basic Standards list of Principle Aims

1 Labor Organization (ILO).<sup>8</sup>

2 A just workplace depends upon the equal involvement of buyers, farmers, and farm workers,  
3 directly or through democratically chosen representatives. To this end, any boards or other  
4 decision-making bodies of a certifying agency must include significant participation of  
5 farmers and worker's representatives, equal to participation by representatives of buyers. All  
6 efforts will be made to include participation of organizations representing farm workers and  
7 farmers, rather than merely public and private agencies providing services to these groups. In  
8 the case of workers, such representatives could be from unions chosen by workers on the  
9 farms to be certified or other local farm worker organizations. In the case of farmers, such  
10 representatives could be from associations chosen by farmers to be certified, or from other  
11 local farmer or indigenous people's organizations.

12 Participants in this program will be committed to continual improvement. In relation to  
13 workers, employers under this program are committed to continual improvement in matters  
14 relating to employee wages, benefits, housing, and working conditions. In relation to farmers,  
15 buyers under this program are committed to continual improvement in matters relating to  
16 pricing of farm products, contracts, benefits and equity sharing. The farmer is committed  
17 continually to improve product quality, production efficiency and environmental  
18 stewardship.

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

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

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

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

---

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

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

# 1 Part I. Farmers’ Rights and Buyers’ Responsibilities<sup>9</sup>

## 2 **Introduction**

3 This section of the guidelines establishes the intrinsic rights of farmers, regardless of the kind  
4 of buying arrangement in which they may be engaged. It covers both formal contracts and  
5 less formal marketing arrangements. This section applies to both individual farmers and  
6 farmer groups, except where specifically stated otherwise.

7 For the purposes of this document we are broadly interpreting the definition of “contract”.  
8 The concepts below may be implemented with great benefit even in situations in which no  
9 formal agreement or written contract is established.

## 10 **Contracts and Bargaining Process**

### 11 *Principle*

12 Contracts between farmers and buyers will be fair and equitable.

### 13 *Standards*

#### 14 **1. Freedom of association and collective bargaining**

15 a. Buyers must grant farmers freedom of association and the right to organize and  
16 engage in collective bargaining, free from retaliation of any kind by the buyer or  
17 his/her agents, as defined and allowed for farm workers by ILO Conventions 87  
18 and 98.

19 b. Any legal violation of such a right or any findings of unfair practices is  
20 considered a “major violation” and results in revocation of certification of the  
21 buyer. Major violations include a buyer defrauding a farmer or a farmer violating  
22 the right to freedom of association of a farm worker. This is a farmer’s  
23 *responsibility*, but this section is about farmers’ *rights*.

24 c. In the absence of such a legal right above, the certifying agency will verify that  
25 such implemented mechanisms responsible for ensuring the uncompromised  
26 exercise of this right have been established.

27 d. Farmers must not be barred by the buyer or the buyer’s agent from access to  
28 representatives of organizations assisting farmers in exercising these rights.  
29 Barring access is barred it is considered a major violation.

#### 30 **2. Bargaining process**

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

---

<sup>9</sup> 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.

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

8           **3. Grievance procedure**

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

19           **4. Long-term relationships**

- 20           a. Buyers and farmers will work in good faith to establish long-term and stable  
21 relationships which provide mutual respect for the needs and rights of both  
22 parties. Any long-term relationship will be confirmed through a written contract,  
23 which spells out the terms for: price setting, quality, quantity, shipping schedule,  
24 standards, and any pre-finance/credit arrangements. Both parties shall agree to the  
25 terms of the contract before the harvest season has started.

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

- 28           a. Buyers must provide farmers with a copy of the contract defining the farmer’s  
29 roles, payments, benefits and equity-sharing arrangements. Contracts must be  
30 written in the farmer’s native language or in another language accessible to the  
31 farmer. The information must be easy to read and understand and must clearly  
32 disclose all major material risks to the farmer.
- 33           b. The buyer must provide full transparency of their costs and pricing formulas.
- 34           c. The buyer contractor must negotiate the contract in good faith by providing  
35 complete, accurate, and honest information to the farmer. This is required for both  
36 oral and written communications between the contractor, buyer and farmer.
- 37           d. Farmers retain the right to seek recovery of damages if they are harmed by  
38 misleading or incomplete information.
- 39           e. Any changes in the contracts or agreements must be negotiated. The buyers and  
40 farmers must meet and negotiate in good faith. Violation of this contracting

1 process is considered a major non-compliance and grounds for revocation of  
2 certification.

- 3 f. Farmers must have free access, upon request, to their buyer's contract files and be  
4 provided a copy thereof upon their request.
- 5 g. The buyer will be required to get approval from the appropriate governing  
6 official, where required by law, prior to offering the contract to farmers.
- 7 h. The certifier must work in conjunction with locally appropriate representatives of  
8 a democratically run farm organization or the farmers' chosen representative to  
9 complete their verification in a timely manner prior to initial contract or  
10 agreement.
- 11 i. All attempts to keep farmers from discussing the contracts with others are  
12 forbidden.
- 13 j. If the buyer goes out of business or files for bankruptcy, the farmer is first in line  
14 for payments from the company assets. The buyer can not waive this right. The  
15 contract must contain a provision that guarantees the right to recover money from  
16 a buyer.
- 17 k. Both the buyer and the farmer have up to three business days after signing the  
18 contract to change their minds and cancel the agreement without penalty.
- 19 l. The certifying agency or its agent will facilitate and verify that all of the  
20 provisions in this section are implemented and must ensure that the presentation  
21 of these provisions by the buyer or their agent was in the farmer's native language  
22 or another accessible language.

## 23 **6. Recapture of capital investment**

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

## 33 **7. Anti-discrimination clause**

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

## 38 **8. Human relations**

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

1       **9. Direct farmer-buyer contracts**

- 2           a. Farmers or farmer associations will contract or establish marketing arrangements  
3           directly with the buyer, whenever possible. Intermediaries such as  
4           brokers/subcontractors will be avoided. In the case of a documented need for the  
5           use of such an intermediary, the buyer assumes full legal responsibility that the  
6           provisions in these standards are fully complied with and verified.
- 7           b. And such farmers using indirect contracts to their buyers must be afforded the  
8           same rights as farmers who contract, negotiate and set agreements directly with  
9           the buyer.

10       **10. Termination of contracts**

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

18       **Equity, Price Setting, and Other Benefits**

19       ***Principles***

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

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

24       ***Standards***

25       **1. Fair pricing**

- 26          a. Farmers will receive a fair price which covers the cost of production plus a  
27          margin for profit and investment.
- 28          b. The price paid to the farmer will be based on:
- 29               ▪ Documented farmer and buyer costs.
- 30               ▪ Where appropriate, the world price or regional price for that type of product,  
31               whichever is higher.
- 32               ▪ The product's specific market qualities.
- 33          c. The price for Organic, Fair Trade, or other added-value crops will be based on the  
34          applicable price premium, and not a comparable conventional price for that  
35          commodity.
- 36          d. The pitting of one farmer against another to drive down prices and the use of a  
37          discriminatory ranking system for determining payments is prohibited. Any such

1 retaliation or the spreading of false or misleading information by the buyer or the  
2 buyer's agents shall not be allowed.

### 3 **2. Minimum price premium protection**

- 4 a. To protect farmers in markets experiencing extreme price volatility, minimum  
5 premium prices will be negotiated by the farmer and the buyer that overrule  
6 market prices when market prices fall below the relevant minimum premium  
7 prices.
- 8 b. Minimum premium prices will not preclude additional price differentials based on  
9 quality, where such quality is documented in the contract provisions or where the  
10 market for such products recognizes such additional qualities.
- 11 c. The farmer and buyer will negotiate this price premium protection based on:
- 12 ▪ The current world or the regional price, where appropriate and whichever is  
13 higher, for that commodity.
  - 14 ▪ Documented farmer and buyers costs.
- 15 e. The buyer shall guarantee to the farmer a minimum premium per unit, the floor  
16 price, which shall not fall below 5% above the current established market price  
17 for conventional small farmer counterparts, 10% for eco-labeled small farmers  
18 and 15% for organic small farmers
- 19 f. In no case will prices fall below the prevailing price for the same commodity in  
20 the region.
- 21 g. Minimum premium pricing protection will only be triggered when the  
22 documented market prices fall below the above set minimum and where the  
23 participating farmers specifically seek this protection.  
24

### 25 **3. Credit**

- 26 a. In countries where small farmer access to fair credit is not widely available,  
27 buyers will offer credit to such farmers for up to 60% of their contract in the form  
28 of pre-financing or other mechanisms in favor of the producer, as long as these  
29 arrangements are deemed mutually beneficial and are not administered in a scale  
30 bias manner.
- 31 b. Disbursement of credit shall take place upon signing of the letter of intent, the  
32 agreement or the contract, or at any date after that which meets the needs of the  
33 farmer.
- 34 c. All credit instruments, direct and indirect, are allowed as long as the resources are  
35 made available to the producers in an effective, reasonably-priced and timely  
36 manner. Interest rates and all other terms shall be clearly established in the  
37 agreement or contract.
- 38 d. Other benefits such as profit sharing, company stock options, pooling of  
39 insurance, and other creative mechanisms for sharing equity are encouraged as  
40 long as they are mutually beneficial.

1       **4. Economic realities**

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

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

10       **5. Profit sharing**

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

13       **6. Penalties and deductions**

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

20       **Enforcement**

21       ***Recommendation***

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

24       ***Standards***

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

28

# 1 **Part I. B. Buyers' Rights and Farmers' Responsibilities**

## 2 ***Introduction***

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

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

## 14 ***Principle***

15 Contracts between buyers and farmers must be fair and equitable.

## 16 ***Standards***

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

### 19 **1. Certification**

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

### 21 **2. Transparency**

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

### 24 **3. Grievance Procedures**

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

### 27 **4. Anti-discrimination clause**

28 The farmer will not discriminate against any buyer, in setting agreements, contracts, pricing,  
29 benefits, or any other capacity, on the basis of race, creed, color, national or ethnic origin,  
30 gender, age, handicap or disability, union or political activity, immigration or citizenship  
31 status, marital status, or sexual orientation.

32

1 **Part I. C. Indigenous Peoples Rights:**

2 **A. Introduction**

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

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

9 ***Principles***

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

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

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

20 ***Recommendations***

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

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

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

28

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.

## 1 **Part II. Farm Worker Labor Guidelines**

2 These guidelines were compiled utilizing the following documents:

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

### 12 ***Principle***

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

### 14 **Labor Rights**

#### 15 ***Recommendations***

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

#### 19 ***Standards***

##### 20 **1. Freedom of association**

- 21    a. All workers will be granted the rights to freedom of association, to organize, and to
- 22    bargain collectively, free from retaliation of any kind by the employer or his/her
- 23    agents, as defined by ILO Conventions 87 and 98. Any such retaliation will be
- 24    considered a major violation.
- 25    b. In the event that workers are granted these rights by law in the nation or region under
- 26    question, any judicial or governmental findings of unfair labor practices will be
- 27    considered a major violation.
- 28    c. Workers with claims of employer retaliation for the exercise of these rights shall have
- 29    access to an efficient and fair grievance procedure implemented by the certification
- 30    body that certifies the farm on which the alleged problem occurs, to resolve the
- 31    dispute in question.<sup>10</sup>
- 32    d. Access must not be denied to representatives of labor organizations assisting workers
- 33    in exercising these rights, so long as such visits are during non-work hours.

---

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

- 1 e. The employer will recognize and bargain with any and all representatives  
2 democratically chosen by their employees.

3 **2. Bargaining process**

- 4 a. The employer will recognize and bargain in good faith the terms of employment with  
5 (a) any employee, in the case of a single hired worker, (b) any group of employees, in  
6 the case of more than one hired worker, or (c) any and all representatives  
7 democratically chosen by their employee(s). All references to bargaining and  
8 bargaining rights contained in these standards shall be interpreted to apply to one of  
9 the three above categories, as appropriate in each particular case.
- 10 b. Contracts between employer and employee must require use of the collective  
11 bargaining process (except in the case of a single employee) to determine workplace  
12 policies.
- 13 c. Contracts between employer and employee will contain requirements for all disputes  
14 to be handled in a speedy fashion with  
15 imposition of penalties for actions  
16 conducted without “good faith.”
- 17 d. In the event that employees have elected  
18 to have union representation:
- 19 ▪ The employer and employees will  
20 utilize the collective bargaining  
21 process to determine workplace  
22 policies, conditions, and  
23 compensation throughout a contract.
  - 24 ▪ If either party is found to be  
25 negotiating in bad faith, a neutral  
26 arbitrator will be appointed to  
27 conduct binding arbitration  
28 proceedings between the employer  
29 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.

30 **3. Grievance Procedure**

31 Workers who have claims against their  
32 employer related to workplace practices,  
33 including employer retaliation for workers’  
34 submission of complaints, will be able to  
35 present their case through the grievance  
36 procedure implemented by the certification  
37 body that certifies the farm on which the  
38 alleged problem occurs.

39 **4. Transparency and Full Disclosure**

- 40 a. Employers will provide farm workers  
41 with a copy of the contract defining working conditions (and living conditions if

1 provided with on-site housing) and the disciplinary procedures that are followed in  
2 the workplace. Contracts must be written in the farm worker's native language or in  
3 another language accessible to the farm worker. Adequate provisions such as oral  
4 presentations must be made for any workers who are not fully literate.

5 b. Any subsequent changes in this contract will be negotiated with democratically  
6 chosen worker representatives.

7 c. Workers will have free access, upon request, to their own employee files. Farmers  
8 will provide workers with a copy of their own employment records upon request.

9 d. Workers will be provided documents, in their native language, or if not possible, in a  
10 language in which they are fully fluent, detailing their rights and responsibilities, as  
11 well as other provisions granted by these standards. The certifying agency will ensure  
12 or otherwise arrange for a presentation of these provisions, in the worker's native  
13 language, or if not possible, in a language in which they are fully fluent, and  
14 whenever possible in conjunction with representatives of a farm worker union or  
15 other farm worker organization, in a timely manner after initial employment.

16 e. Farmers will present information to workers orally to ensure that workers understand  
17 their employment contract and any other work-related written documents.

## 18 **5. Anti-discrimination clause**

19 a. Neither the employer or the union or other employee organization, if such exists, will  
20 discriminate against any employee or prospective employee, in hiring, wages,  
21 benefits, or any other capacity, on the basis of race, creed, color, national or ethnic  
22 origin, gender, age, handicap or disability (including HIV status), union or political  
23 activity, immigration status, citizenship status, marital status, or sexual orientation.

## 24 **6. Human relations**

25 a. All employees will be treated with dignity and respect.

26 b. No physical, psychological, verbal, or sexual harassment or abuse is tolerated.

## 27 **7. Direct hiring**

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

29 b. Intermediaries such as labor contractors will be avoided. They are to be used only  
30 when all other possibilities are exhausted or when unforeseen emergencies arise.

31 c. In such situations, the employer will first seek to work collaboratively with an  
32 organization representing agricultural workers, rather than a labor contractor.

33 d. Farmers will document the circumstances that forced them to use labor contractors  
34 and present this information for verification by the certifier.

35 e. In the case of a documented need for the use of a labor contractor, the employer will  
36 follow all pertinent laws, including but not limited to the licensing of contractors.

37 f. When using labor contractors, the employer will assume full responsibility for any  
38 and all working conditions, that the provisions in these standards be fully

1 implemented, and that the workers supplied through labor contractors are hired under  
2 the same conditions as other employees.

3 **8. Compliance**

4 The Employer will not engage or participate in voluntary programs or practices that  
5 prevent or prohibit full compliance with the standards set forth in this document.

6 **9. Termination**

- 7 a. No worker will be disciplined or terminated  
8 without just cause.
- 9 b. Upon the worker’s request, the worker has  
10 the right to have a union representative or  
11 other worker representative of their  
12 choosing present during any disciplinary  
13 interview.
- 14 c. Any worker who is found to have been  
15 disciplined or discharged unjustly through  
16 use of the grievance procedure of the  
17 certification body that certifies the farm by  
18 which the worker is employed, will be  
19 reinstated and will be compensated for loss  
20 of earnings during the period of the related  
21 discharge or disciplinary action.

22 **11. Training in legal rights**

- 23 a. In a timely manner after initial employment,  
24 the employer will conduct, or otherwise  
25 provide for, training of his/her employees  
26 regarding their legal rights.
- 27 b. If not conducted by the farmer, such training  
28 will be conducted by local farm worker  
29 unions or other organizations, or in their  
30 absence, legal services or similar agencies.

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.

31

## 1 **Child labor**

### 2 ***Recommendation***

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

### 12 ***Standards***

- 13 a. Hiring children for full-time labor on the farm is  
14 prohibited.
- 15 b. Under no circumstances may children be given  
16 tasks that expose them to hazards or potential  
17 hazards such as agricultural chemicals or  
18 machinery while on the farm.
- 19 c. Children will not be kept from schooling in  
20 order to work on the farm; the employer must  
21 facilitate the attendance of schooling programs  
22 by children of employees.
- 23 d. The employer will provide for care of children  
24 of employees who are present on the farm while  
25 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?

## 26 **Wages and Benefits**

### 27 ***Recommendations***

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

32 In addition, social security obligations will be met, including benefits such as maternity,  
33 sickness, and retirement benefits.<sup>12</sup>

---

<sup>11</sup> 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

<sup>12</sup> As recommended by IFOAM.

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

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

## 5 ***Standards***

### 6 **1. Economic Realities**

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

9 a. Employers must document and justify their  
10 inability to pay a living wage to their  
11 employees.

12 b. Employers must fully disclose their financial  
13 records to facilitate verification of their financial  
14 status. Such financial records must be made  
15 available to both the certifier and to employees  
16 and/or their chosen representatives.

17 c. Actual wages must be determined through a  
18 negotiation process between the employer and  
19 democratically chosen representatives of  
20 employees.

21 ■ In no case will wages fall below prevailing  
22 wages for equivalent work for that region.  
23 This, however, shall be viewed as a floor only justified by short-term economic  
24 hardship, and wages will be expected to increase.

25 ■ In no case will the ratio of lowest paid employee to highest paid (including the  
26 farm owner/employer) be greater than one to  
27 four, in accordance with principles of a  
28 democratic workplace.

29 d. The employer must implement a plan to reach the  
30 goal of a living wage and, with participation of  
31 workers and/or their representatives, develop a  
32 process by which progress towards that goal is  
33 measured.

34 e. Wages of employees shall increase with increased  
35 profitability (net income) of the farm.

### 36 **2. Right to benefits**

37 a. Employees are entitled to workers  
38 compensation, disability, and unemployment  
39 coverage.

**Employee pay rations:** 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.

1 **3. Day of rest**

- 2 a. All employees are entitled to at least one day of rest out of every seven.
- 3 b. Employers may not normally require a worker to work more than an average of
- 4 48 hours per workweek, with the understanding that such a requirement will
- 5 occasionally be necessary. Work beyond this average on an ongoing basis (more
- 6 than for brief harvest periods, for instance) must be agreed to by the worker on a
- 7 voluntary basis.
- 8 c. Employers must develop an overtime policy in negotiations with democratically
- 9 chosen worker representatives, with the understood goal of providing overtime
- 10 pay to employees who work in excess of this average.

11 **4. Seniority**

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

14 **5. Equal pay for equal or equivalent work**

- 15 a. All workers performing the same task will be paid the same wages. (NOTE: This
- 16 clause shall not prohibit the employer from developing pay scales based upon
- 17 seniority as outlined above or based upon productivity or other measurable
- 18 indicators that are documented by the
- 19 employer.)

20 **6. Right to return to seasonal position**

- 21 a. In the case of seasonal employment,
- 22 workers must have the right to return for
- 23 employment in successive years or
- 24 seasons, in accordance with seniority,
- 25 unless the employer can provide
- 26 justification for denying re-hiring.

27 **7. Penalties and deductions**

- 28 a. Provisions such as initial deposits,
- 29 excessive and unwarranted deductions,
- 30 or withholdings of any pay until the end
- 31 of the season are prohibited.<sup>13</sup>

32 **8. Leave of absence**

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

**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.

---

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

# 1 **Housing**

## 2 **Recommendation**

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

## 5 **Standards**

### 6 **1. Tenants Rights**

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

### 23 **2. Protection from contamination**

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

### 31 **3. Fair rent**

- 32 a. Where rent is charged to workers (in localities in which this practice is legal):
- 33 ■ Rent must never be higher than rates charged in the local market for  
34 equivalent housing.
  - 35 ■ Wages must be sufficient to justify charging rent.
  - 36 ■ Rents must not compromise the stated goal of providing each worker a living  
37 wage.

1 **Health and Safety**

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

7 ***Principle***

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

10 ***Recommendation***

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

15 ***Standards***

16 **1. Safe workplace**

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

19 **2. Safety training**

- 20 a. Employers must provide timely trainings for workers regarding workers' legal  
21 rights related to worker protection, pesticide safety, and requirements for  
22 sanitation and food safety.
- 23 b. Employers must conduct safety training before new employees are exposed to any  
24 potential toxins or workplace hazards.

25 **3. Access to medical care**

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

30 **4. Rest and sanitary facilities**

- 31 a. Employers must allow workers sufficient breaks to allow for periodic rest,  
32 consumption of water, use of sanitary facilities, and the prevention of heat-related  
33 ailments.
- 34 b. Employers must provide field sanitary facilities.

---

<sup>14</sup> Protection from hazardous employment is outlined in ILO Convention 138.

- 1 c. Employers must provide safe and clean water to workers for consumption, hand  
2 washing, and household use.

3 **5. Accident rate**

- 4 a. An accident or injury rate higher than the average for similar operations in the  
5 region is unacceptable and must be fully explained to the certifier.  
6 b. In such a case the employer must develop a comprehensive plan to lower the  
7 accident rate in an efficient manner. The timely implementation of this plan will  
8 be monitored by the certifier.  
9 c. Employers must document all workplace accidents and injuries and retain such  
10 records for at least five years after the date of the incident.

11 **6. Reduction of accidents**

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

14 **7. Health and Safety Committee**

- 15 a. Employers must maintain a Workplace Health and Safety Committee which meets  
16 regularly to address relevant issues.  
17 b. In the absence of union representation, employee representatives on the  
18 committee must be chosen democratically by employees.  
19 c. Members of the committee must have free access to all documents and  
20 information pertinent to issues of health and safety, as long as such access does  
21 not violate the privacy rights of any individual employee.  
22 d. On those farms with only one or two employees, employers will meet regularly  
23 with such employee(s) to address workplace health and safety in the manner  
24 described above. The right to access documents and information as described  
25 above applies equally to such employee(s).

26 **8. Right to know about toxic materials**

- 27 a. Employers must provide information to workers about the hazardous and toxic  
28 materials used in their workplace including but not limited to agricultural  
29 chemicals and genetically modified organisms.  
30 b. Employers must provide workers with unimpeded access to label information and  
31 other written information in their possession pertaining to the potential toxicity of  
32 materials used in the workplace.  
33 c. Provisions such as oral presentations must be made for workers who are not fully  
34 literate or unable to read the information in the language provided.

35 **9. Least toxic alternative**

- 36 a. If hazardous or toxic substances (including agricultural chemicals and/or  
37 genetically modified organisms) are used in the workplace, the employer must

1 provide written documentation about why less toxic alternatives have not been  
2 implemented.

3 b. The employer must implement a plan to steadily reduce the use of hazardous and  
4 toxic substances and replace them with proven non-toxic alternatives. Note: The  
5 certifier may exempt from this requirement any farmer whose use of hazardous  
6 and toxic substances is already minimal or non-existent.

## 7 **10. Retention of injured workers**

8 a. Employers must make every effort to maintain the employment of workers who  
9 are injured on the job by providing a job that is compatible with any physical  
10 limitations due to their injury. Such workers must receive wages comparable to  
11 those earned before the injury.

12 b. In the event that no such employment is possible, the injured worker will receive  
13 compensation as provided in Worker Compensation or Disability statutes of the  
14 applicable jurisdiction.

## 15 **11. Choice of health providers**

16 a. Workers shall have the opportunity to select and submit the names of health care  
17 providers to any list of qualified doctors for the purposes of worker compensation  
18 and disability programs.

## 19 **12. Protection from hazards**

20 a. Pregnant employees and employees under the age of 18 may not, under any  
21 circumstances, perform potentially hazardous tasks (including exposure to  
22 hazardous substances).

23 b. Pregnant employees and employees under the age of 18 must be assigned tasks  
24 commensurate with their physical limitations.

## 25 **13. Health and safety violations**

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

## 29 **Interns and Apprentices**

### 30 ***Recommendations***

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

### 33 ***Standards***

#### 34 **1. Intern/apprentice rights**

35 a. Since interns/apprentices work primarily for the educational experience rather than  
36 for economic compensation, they are exempt from the portions of these standards  
37 related to economic compensation. Instead, the intern/apprentice and the farmer shall  
38 agree on a fair stipend to cover the living expenses of the intern while compensating

- 1 the farmer for providing instruction.
- 2 b. To ensure that farmers do not classify workers as interns or apprentices in order to  
3 make inappropriate use of this exemption, employers must document the educational  
4 opportunities made available to the interns/apprentices.
- 5 c. Employers must comply with the other provisions of these Social Justice Standards  
6 with regard to their use of labor from interns/apprentices including provision of the  
7 right of interns/apprentices to organize and bargain collectively.

8 **2. Contracts**

- 9 a. Employers must formalize their relationship with interns/apprentices through  
10 contracts that include at least the following administrative provisions:
- 11     ▪ The intern/apprentice’s working conditions.  
12     ▪ Methods of evaluation for providing regular feedback and for mutual  
13     evaluation at the end of the internship.  
14     ▪ Disciplinary procedures.  
15     ▪ The stipend to be provided to the intern/apprentice by the farmer.  
16     ▪ Housing to be provided, if any.  
17     ▪ The farmer’s expectations for working hours and types of labor to be  
18     provided.
- 19 a. The contract must also cover the opportunities to be provided by the employer for the  
20 intern/apprentice to meet educational goals either at the farm or through visits to other  
21 farms, conferences, workshops, or other appropriate means, including at least:
- 22     ▪ The subjects about which the intern/apprentice desires to learn.  
23     ▪ The educational approach of the farm (hands-on, classroom style).  
24     ▪ Amount of time for discussion, question and answer, lectures.  
25     ▪ Cooperation with other farms.  
26     ▪ Association with supportive farming organizations.  
27     ▪ Availability of reading materials.

## 1 **Our Vision for A Sustainable Food System**

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

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

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

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

38 In this food system, the larger society would value farm work in direct proportion to the

---

<sup>15</sup> Edited from Basic Call to Consciousness, Akwesasne Notes, p. 117

<sup>16</sup> Adapted from Jose Bove's definition of "peasant agriculture"

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

6 In our future food system:

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

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

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

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

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

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