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INTERNATIONAL STANDARD

SAI
SA8000®: 2008

SOCIAL ACCOUNTABILITY 8000



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ABOUT THE STANDARD

This is the third issue of SA8000, an auditable standard for a third-party verification system, setting out the voluntary requirements to be met by employers in the workplace, including workers' rights, workplace conditions, and management systems. The normative elements of this standard are based on national law, international human rights norms and the conventions of the ILO. The SA8000 standard can be used along with the *SA8000 Guidance Document* to assess the compliance of a workplace with these standards.

The *SA8000 Guidance Document* helps to explain SA8000 and how to implement its requirements; provides examples of methods for verifying compliance; and serves as a handbook for auditors and for companies seeking certification of compliance with SA8000. The Guidance Document can be obtained from SAI upon request for a small fee.

SA8000 is revised periodically as conditions change, and to incorporate corrections and improvements received from interested parties. Many interested parties have contributed to this version. It is hoped that both the standard and its Guidance Document will continue to improve, with the help of a wide variety of people and organisations. SAI welcomes your suggestions as well. To comment on SA8000, the associated *SA8000 Guidance Document*, or the framework for certification, please send written remarks to SAI at the address indicated below.

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SOCIAL ACCOUNTABILITY 8000

(SA8000)

I. PURPOSE AND SCOPE

The intent of SA8000 is to provide a standard based on international human rights norms and national labour laws that will protect and empower all personnel within a company's scope of control and influence, who produce products or provide services for that company, including personnel employed by the company itself, as well as by its suppliers/subcontractors, sub-suppliers, and home workers.

SA8000 is verifiable through an evidenced-based process. Its requirements apply universally, regardless of a company's size, geographic location, or industry sector.

Complying with the requirements for social accountability of this standard will enable a company to:

a) Develop, maintain, and enforce policies and procedures in order to manage those issues which it can control or influence;

b) Credibly demonstrate to interested parties that existing company policies, procedures, and practices conform to the requirements of this standard.

II. NORMATIVE ELEMENTS AND THEIR INTERPRETATION

The company shall comply with national and all other applicable laws, prevailing industry standards, other requirements to which the company subscribes, and this standard. When such national and other applicable laws, prevailing industry standards, other requirements to which the company subscribes, and this standard address the same issue, the provision most favourable to workers shall apply.

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

ILO Convention 1 (Hours of Work – Industry) and Recommendation 116 (Reduction of Hours of Work)
ILO Conventions 29 (Forced Labour) and 105 (Abolition of Forced Labour)
ILO Convention 87 (Freedom of Association)
ILO Convention 98 (Right to Organise and Collective Bargaining)
ILO Conventions 100 (Equal Remuneration) and 111 (Discrimination – Employment and Occupation)
ILO Convention 102 (Social Security - Minimum Standards)
ILO Convention 131 (Minimum Wage Fixing)
ILO Convention 135 (Workers' Representatives)
ILO Convention 138 and Recommendation 146 (Minimum Age)
ILO Convention 155 and Recommendation 164 (Occupational Safety and Health)
ILO Convention 159 (Vocational Rehabilitation and Employment - Disabled Persons)
ILO Convention 169 (Indigenous and Tribal Peoples)
ILO Convention 177 (Home Work)
ILO Convention 182 (Worst Forms of Child Labour)
ILO Convention 183 (Maternity Protection)
ILO Code of Practice on HIV/AIDS and the World of Work
Universal Declaration of Human Rights
The International Covenant on Economic, Social and Cultural Rights
The International Covenant on Civil and Political Rights
The United Nations Convention on the Rights of the Child
The United Nations Convention on the Elimination of All Forms of Discrimination Against Women
The United Nations Convention on the Elimination of All Forms of Racial Discrimination

III. DEFINITIONS

1. ***Definition of company***: The entirety of any organisation or business entity responsible for implementing the requirements of this standard, including all personnel employed by the company.

2. ***Definition of personnel:*** All individual men and women directly employed or contracted by a company, including directors, executives, managers, supervisors, and workers.

3. ***Definition of worker:*** All non-management personnel.

4. ***Definition of supplier/subcontractor***: An organisation which provides the company with goods and/or services integral to and utilised in or for the production of the company's goods and/or services.

5. ***Definition of sub-supplier**:* A business entity in the supply chain which, directly or indirectly, provides the supplier with goods and/or services integral to and utilised in or for the production of the supplier's and/or the company's goods and/or services.

6. ***Definition of corrective and preventive action***: an immediate and continuing remedy to a non-conformance to the SA8000 standard.

7. ***Definition of interested party***: An individual or group concerned with or affected by the social performance of the company.

8. ***Definition of child**:* Any person less than 15 years of age, unless the minimum age for work or mandatory schooling is stipulated as being higher by local law, in which case the stipulated higher age applies in that locality.

9. ***Definition of young worker***: Any worker over the age of a child, as defined above, and under the age of 18.

10. ***Definition of child labour:*** Any work performed by a child younger than the age(s) specified in the above definition of a child, except as provided for by ILO Recommendation 146.

11. ***Definition of forced and compulsory labour***: All work or service that a person has not offered to do voluntarily and is made to do under the threat of punishment or retaliation, or is demanded as a means of repayment of debt.

12. ***Definition of human trafficking***: The recruitment, transfer, harbouring or receipt of persons, by means of the use of threat, force, other forms of coercion, or deception for the purpose of exploitation.

13. ***Definition of remediation of children:*** All support and actions necessary to ensure the safety, health, education, and development of children who have been subjected to child labour, as defined above, and have been subsequently dismissed.

14. ***Definition of home worker:*** A person who is contracted by the company or by a supplier, sub-supplier or subcontractor, but does not work on their premises.

15. ***Definition of SA8000 worker representative***: A worker chosen to facilitate communication with senior management on matters related to SA8000, undertaken by the recognized trade union(s) in unionised facilities and, elsewhere, by a worker elected by non-management personnel for that purpose.

16. ***Management representative***: A member of senior management personnel appointed by the company to ensure that the requirements of the standard are met.

17. ***Worker organisation***: A voluntary association of workers organised on a continuing basis for the purpose of maintaining and improving their terms of employment and workplace conditions.

18. ***Collective bargaining agreement***: A contract for labour negotiated between an employer or group of employers and one or more worker organisations, which specifies the terms and conditions of employment.

IV. SOCIAL ACCOUNTABILITY REQUIREMENTS

1. CHILD LABOUR

Criteria:

1.1 The company shall not engage in or support the use of child labour as defined above.

1.2 The company shall establish, document, maintain, and effectively communicate to personnel and other interested parties, policies and written procedures for remediation of children found to be working in situations which fit the definition of child labour above, and shall provide adequate financial and other support to enable such children to attend and remain in school until no longer a child as defined above.

1.3 The company may employ young workers, but where such young workers are subject to compulsory education laws, they may work only outside of school hours. Under no circumstances shall any young worker's school, work, and transportation time exceed a combined total of 10 hours per day, and in no case shall young workers work more than 8 hours a day. Young workers may not work during night hours.

1.4 The company shall not expose children or young workers to any situations – in or outside of the workplace – that are hazardous or unsafe to their physical and mental health and development.

2. FORCED AND COMPULSORY LABOUR

Criteria:

2.1 The company shall not engage in or support the use of forced or compulsory labour as defined in ILO Convention 29, nor shall personnel be required to pay 'deposits' or lodge identification papers with the company upon commencing employment.

2.2 Neither the company nor any entity supplying labour to the company shall withhold any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company.

2.3 Personnel shall have the right to leave the workplace premises after completing the standard workday, and be free to terminate their employment provided that they give reasonable notice to their employer.

2.4 Neither the company nor any entity supplying labour to the company shall engage in or support trafficking in human beings.

3. HEALTH AND SAFETY

Criteria:

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

3.2 The company shall appoint a senior management representative to be responsible for ensuring a safe and healthy workplace environment for all personnel, and for implementing the Health and Safety elements of this standard.

3.3 The company shall provide to personnel on a regular basis effective health and safety instructions, including on-site instruction and, where needed, job-specific instructions. Such instructions shall be repeated for new and reassigned personnel and in cases where accidents have occurred.

3.4 The company shall establish systems to detect, avoid, or respond to potential threats to the health and safety of personnel. The company shall maintain written records of all accidents that occur in the workplace and in company-controlled residences and property.

3.5 The company shall provide at its expense appropriate personal protective equipment to personnel. In the event of a work related injury the company shall provide first aid and assist the worker in obtaining follow-up medical treatment.

3.6 The company shall undertake to assess all the risks to new and expectant mothers arising out of their work activity and to ensure that all reasonable steps are taken to remove or reduce any risks to their health and safety.

3.7 The company shall provide, for use by all personnel, access to clean toilet facilities, access to potable water, and, where applicable, sanitary facilities for food storage.

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

3.9 All personnel shall have the right to remove themselves from imminent serious danger without seeking permission from the company.

4. FREEDOM OF ASSOCIATION & RIGHT TO COLLECTIVE BARGAINING

Criteria:

4.1 All personnel shall have the right to form, join, and organise trade unions of their choice and to bargain collectively on their behalf with the company. The company shall respect this right, and shall effectively inform personnel that they are free to join an organisation of their choosing and that their doing so will not result in any negative consequences to them, or retaliation, from the company. The company shall not in any way interfere with the establishment, functioning, or administration of such workers' organisations or collective bargaining.

4.2 In situations where the right to freedom of association and collective bargaining are restricted under law, the company shall allow workers to freely elect their own representatives.

4.3 The company shall ensure that representatives of workers and any personnel engaged in organising workers are not subjected to discrimination, harassment, intimidation, or retaliation for reason of their being members of a union or participating in trade union activities, and that such representatives have access to their members in the workplace.

5. DISCRIMINATION

Criteria:

5.1 The company shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination, or retirement based on race, national or social origin, caste, birth, religion, disability, gender, sexual orientation, family responsibilities, marital status, union membership, political opinions, age, or any other condition that could give rise to discrimination.

5.2 The company shall not interfere with the exercise of personnel's rights to observe tenets or practices, or to meet needs relating to race, national or social origin, religion, disability, gender, sexual orientation, family responsibilities, union membership, political opinions, or any other condition that could give rise to discrimination.

5.3 The company shall not allow any behaviour that is threatening, abusive, exploitative, or sexually coercive, including gestures, language, and physical contact, in the workplace and, where applicable, in residences and other facilities provided by the company for use by personnel.

5.4 The company shall not subject personnel to pregnancy or virginity tests under any circumstances.

6. DISCIPLINARY PRACTICES

Criterion:

6.1 The company shall treat all personnel with dignity and respect. The company shall not engage in or tolerate the use of corporal punishment, mental or physical coercion, or verbal abuse of personnel. No harsh or inhumane treatment is allowed.

7. WORKING HOURS

Criteria:

7.1 The company shall comply with applicable laws and industry standards on working hours and public holidays. The normal work week, not including overtime, shall be defined by law but shall not exceed 48 hours.

7.2 Personnel shall be provided with at least one day off following every six consecutive days of working. Exceptions to this rule apply only where both of the following conditions exist:

a) National law allows work time exceeding this limit; and

b) A freely negotiated collective bargaining agreement is in force that allows work time averaging, including adequate rest periods.

7.3 All overtime work shall be voluntary, except as provided in 7.4 below, shall not exceed 12 hours per week, nor be requested on a regular basis.

7.4 In cases where overtime work is needed in order to meet short-term business demand and the company is party to a collective bargaining agreement freely negotiated with worker organisations (as defined above) representing a significant portion of its workforce, the company may require such overtime work in accordance with such agreements. Any such agreement must comply with the requirements above.

8. REMUNERATION

Criteria:

8.1 The company shall respect the right of personnel to a living wage and ensure that wages paid for a normal work week shall always meet at least legal or industry minimum standards and shall be sufficient to meet the basic needs of personnel and to provide some discretionary income.

8.2 The company shall ensure that deductions from wages are not made for disciplinary purposes. Exceptions to this rule apply only when both of the following conditions exist:

a) Deductions from wages for disciplinary purposes are permitted by national law; and

b) A freely negotiated collective bargaining agreement is in force.

8.3 The company shall ensure that personnel's wages and benefits composition are detailed clearly and regularly in writing for them for each pay period. The company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered either in cash or check form, in a manner convenient to workers.

8.4 All overtime shall be reimbursed at a premium rate as defined by national law. In countries where a premium rate for overtime is not regulated by law or a collective bargaining agreement, personnel shall be compensated for overtime at a premium rate or equal to prevailing industry standards, whichever is more favourable to workers' interests.

8.5 The company shall not use labour-only contracting arrangements, consecutive short-term contracts, and/or false apprenticeship schemes to avoid fulfilling its obligations to personnel under applicable laws pertaining to labour and social security legislation and regulations.

9. MANAGEMENT SYSTEMS

Criteria:

Policy

9.1 Top management shall define in writing, in workers' own language, the company's policy for social accountability and labour conditions, and display this policy and the SA8000 standard in a prominent, easily viewable place on the company's premises, to inform personnel that it has voluntarily chosen to comply with the requirements of the SA8000 standard. Such policy shall clearly include the following commitments:

a) To conform to all requirements of this standard;

b) To comply with national and other applicable laws and other requirements to which the company subscribes, and to respect the international instruments and their interpretation (as listed in Section II above);

c) To review its policy regularly in order to continually improve, taking into consideration changes in legislation, in its own code-of-conduct requirements, and any other company requirements;

d) To see that its policy is effectively documented, implemented, maintained, communicated, and made accessible in a comprehensible form to all personnel, including directors, executives, management, supervisors, and staff, whether directly employed by, contracted with, or otherwise representing the company;

e) To make its policy publicly available in an effective form and manner to interested parties, upon request.

Management Representative

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

SA8000 Worker Representative

9.3 The company shall recognize that workplace dialogue is a key component of social accountability and ensure that all workers have the right to representation to facilitate communication with senior management in matters relating to SA8000. In unionised facilities, such representation shall be undertaken by recognized trade union(s). Elsewhere, workers may elect a SA8000 worker representative from among themselves for this purpose. In no circumstances, shall the SA8000 worker representative be seen as a substitute for trade union representation.

Management Review

9.4 Top management shall periodically review the adequacy, suitability, and continuing effectiveness of the company's policy, procedures, and performance results vis-à-vis the requirements of this standard and other requirements to which the company subscribes. Where appropriate, system amendments and improvements shall be

implemented. The worker representative shall participate in this review.

Planning and Implementation

9.5 The company shall ensure that the requirements of this standard are understood and implemented at all levels of the organisation. Methods shall include, but are not limited to:

a) Clear definition of all parties' roles, responsibilities, and authority;

b) Training of new, reassigned, and/or temporary personnel upon hiring;

c) Periodic instruction, training, and awareness programs for existing personnel;

d) Continuous monitoring of activities and results to demonstrate the effectiveness of systems implemented to meet the company's policy and the requirements of this standard.

9.6 The company is required to consult the SA8000 Guidance Document for interpretative guidance with respect to this standard.

Control of Suppliers/Subcontractors and Sub-Suppliers

9.7 The company shall maintain appropriate records of suppliers/subcontractors' (and, where appropriate, sub-suppliers') commitments to social accountability, including, but not limited to, contractual agreements and/or the written commitment of those organisations to:

a) Conform to all requirements of this standard and to require the same of sub-suppliers;

b) Participate in monitoring activities as requested by the company;

c) Identify the root cause and promptly implement corrective and preventive action to resolve any identified non-conformance to the requirements of this standard;

d) Promptly and completely inform the company of any and all relevant business relationship(s) with other suppliers/subcontractors and sub-suppliers.

9.8 The company shall establish, maintain, and document in writing appropriate procedures to evaluate and select suppliers/subcontractors (and, where appropriate, sub-suppliers) taking into account their performance and commitment to meet the requirements of this standard.

9.9 The company shall make a reasonable effort to ensure that the requirements of this standard are being met by suppliers and subcontractors within their sphere of control and influence.

9.10 In addition to the requirements of Sections 9.7 through 9.9 above, where the company receives, handles, or promotes goods and/or services from suppliers/subcontractors or sub-suppliers who are classified as home workers, the company shall take special steps to ensure that such home workers are afforded a level of protection similar to that afforded to directly employed personnel under the requirements of this standard. Such special steps shall include, but not be limited to:

a) Establishing legally binding, written purchasing contracts requiring conformance to minimum criteria in accordance with the requirements of this standard;

b) Ensuring that the requirements of the written purchasing contract are understood and implemented by home workers and all other parties involved in the purchasing contract;

c) Maintaining, on the company premises, comprehensive records detailing the identities of home workers, the quantities of goods produced, services provided, and/or hours worked by each home worker;

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

Addressing Concerns and Taking Corrective Action

9.11 The company shall provide a confidential means for all personnel to report non-conformances with this standard to the company management, and the worker representative. The company shall investigate, address, and respond to the concerns of

personnel and other interested parties with regard to conformance/non-conformance with the company's policies and/or the requirements of this standard. The company shall refrain from disciplining, dismissing, or otherwise discriminating against any personnel for providing information concerning observance of the standard.

9.12 The company shall identify the root cause, promptly implement corrective and preventive action, and allocate adequate resources appropriate to the nature and severity of any identified non-conformance with the company's policy and/or the standard.

Outside Communication and Stakeholder Engagement

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

9.14 The company shall demonstrate its willingness to participate in dialogues with all interested stakeholders, including, but not limited to: workers, trade unions, suppliers, subcontractors, sub-suppliers, buyers, non-governmental organisations, and local and national government officials, aimed at attaining sustainable compliance with this standard.

Access for Verification

9.15 In the case of announced and unannounced audits of the company for the purpose of certifying its compliance with the requirements of this standard, the company shall ensure access to its premises and to reasonable information required by the auditor.

Records

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