

# **Fairtrade Textile Standard**

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For further information and standards downloads: www.fairtrade.net/standards.html









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# Introduction

# **Purpose**

Fairtrade is a strategy that aims to promote sustainable development and to reduce poverty through fairer trade. The purpose of the Fairtrade Textile Standard is to set the requirements that determine participation in the Fairtrade system that applies to workers along the entire textile supply chain, guaranteeing them a decent living and empowering them to combat poverty, strengthen their position and to take more control of their lives. The requirements ensure that employers pay living wages, guarantee the right to join trade unions, and make certain that health, safety and environmental principles are adhered to.

The Fairtrade standards also apply to the terms of trade through the <u>Fairtrade Trader Standard</u> and through licensing contracts between Fairtrade International and brands and partners trading in textile products.

# **Theory of Change**

A Theory of Change describes the change that an initiative such as Fairtrade wishes to see in the world and its understanding of how it will contribute to that change. Below (Figure 1) provides an overview of Fairtrade's Theory of Change, highlighting the aspects most relevant for the Fairtrade Textile Standard. More information about Fairtrade's Theory of Change can be found on Fairtrade International's webpage.

Fairtrade aims to support small-scale producers and workers who are marginalized from the benefits of trade. Fairtrade's vision is a world in which all small producers and workers can enjoy secure and sustainable livelihoods, fulfil their potential and decide on their future. To fulfil this vision, Fairtrade has identified three long-term goals<sup>1</sup>:

- Make trade fair
- Empower small producers and workers
- Foster sustainable livelihoods.

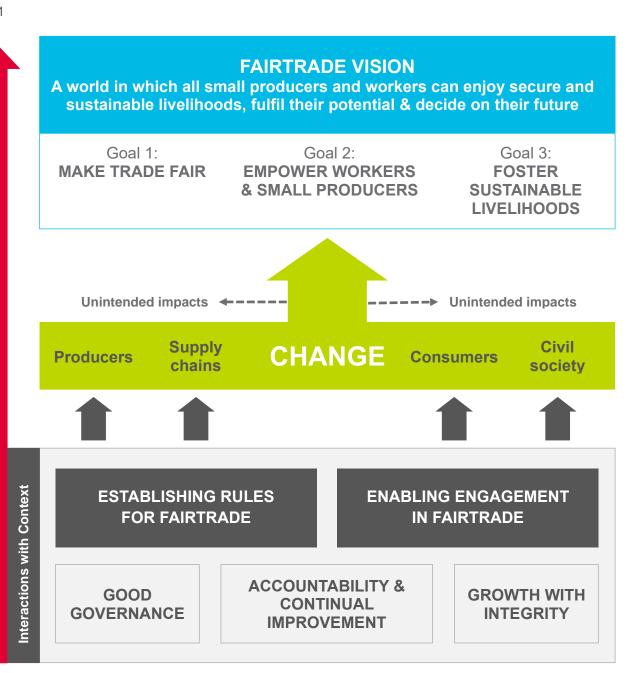
To achieve its goals, Fairtrade aims to bring about simultaneous change in four spheres:

- Small producer and worker organizations
- Supply chain business practices
- Consumer behaviour
- Civil society action

The Fairtrade Textile Standard is one component of the Fairtrade approach to facilitating change in the textile supply chains. The standard engages producers and workers in the chain, while Fairtrade engages brands to commit to fair terms of trade through license contracts.

<sup>&</sup>lt;sup>1</sup> There are clear linkages and inter-dependencies between the three goals of Fairtrade. In particular, the combination of making trade fair and empowering small producers and workers is understood to be essential for the achievement of sustainable livelihoods.

NCREASING INFLUENCE OF CONTEXTUAL FACTORS



#### References

When setting the Fairtrade Standards, Fairtrade International follows certain internationally recognized standards and conventions, in particular those of the International Labour Organization (ILO). Fairtrade has a rigorous standard operating procedure for setting Fairtrade standards, which can be found <a href="here">here</a>. This procedure is designed in compliance with the <a href="here">ISEAL Code of Good Practice</a> for Setting Social and Environmental Standards.

Fairtrade International requires that companies always abide by national legislation on the topics covered by this standard whenever the legislation sets higher requirements than this standard. The same applies to regional and sector-specific practices. Fairtrade International promotes the rights of freedom of association and collective bargaining as the foundation of ensuring workers' rights, and considers independent and democratic trade unions the best means for achieving this.

#### How to use this Standard

#### Scope and assurance

This standard is the Fairtrade Textile Standard and your company must comply with it in order to produce and buy Fairtrade textiles.

This standard applies to operators employing hired workers in the textile supply chain processing Fairtrade certified cotton and other responsible fibres. This includes, but is not restricted to, ginners, spinning, weaving, knitting, and cut-make-trim stages of textile production. This standard is applicable in countries and regions where freedom of association is possible<sup>2</sup>. Non-essential elements and accessories are not included in the scope of this standard.

This standard also applies to brand owners purchasing finished textiles. The brand owner must have a contract with the relevant National Fairtrade Organization or Fairtrade International.

The method of assurance that is chosen to assess compliance with this standard is related to the role of the company in the supply chain and therefore the number and kind of requirements to be complied with:

- Operators employing hired workers in the supply chain must be certified and are therefore subject to physical audits.
- Brand owners purchasing finished textile products (buyers) must be verified and are therefore exempted from physical audits, unless deemed necessary, and are monitored through effective reporting tools.

All certified operators must also comply with requirements in sections 1.2 and 2.1 the <u>Fairtrade Trader Standard</u>. In cases where the Textile Standard differs from the Trader Standard, the requirements presented in this standard apply.

The requirements of this standard are addressed to "you" and "your company" as the Fairtrade certificate owner and responsible party for compliance with the standard.

# Chapters

The Fairtrade Textile Standard is comprised of 4 chapters:

<sup>&</sup>lt;sup>2</sup> Details on the Fairtrade Geographical Scope Policy for the Fairtrade Textile Standard are available on our <u>website</u>.

- The General Requirements and Commitment to Fairtrade chapter sets the requirements related to the certification process and to the scope of the standard, including commitment to Fairtrade.
- The Social Development / Capacity Building of Workers chapter consists of requirements intended to lay the foundations for empowerment and development, focussing on worker capacity building.
- The requirements in **Labour Conditions** are intended to ensure decent working conditions.
- The **Environmental Responsibility** chapter requirements intend to make certain that company practices and operations contribute to a more sustainable production system.
- The requirements in the **Trade** chapter define what must be done when you process product in a Fairtrade textile supply chain and include requirements for buyers of seed cotton and for brand owners.

#### Structure

In each chapter and section of the Standard you will find:

- The **intent** which introduces and describes the objective and defines the scope of application of that chapter or section.
- The **requirements** specify the rules that your company must adhere to. Your company will be audited according to these requirements.
- The **guidance** provided to help you to interpret the requirements. The guidance offers best practices, suggestions, and examples of how to comply with the requirements. It also gives you further explanation on the requirements with the rationale and/or intention behind them. Your company will not be audited against guidance.

#### Requirements

In this Standard you will find two different types of requirements:

- Core requirements which reflect Fairtrade principles and all of which must be complied with. These are indicated with the term 'Core' found in the column on the left throughout the standard.
- **Development requirements** which refer to the continuous improvements that you must make on average against a scoring system (and also which set the minimum average thresholds) defined by the certification body. These are indicated with the term 'Dev' found in the column on the left throughout the standard.

You are in compliance with the Fairtrade Textile Standard if your company fulfils all core requirements and reaches the minimum score on the development requirements as defined by the certification body. For more information on how your company will be audited against the core and development requirements, please see the certification body's website, www.flo-cert.net.

Each requirement is assigned a number (0, 1, 3 or 6). This number represents the number of years your company has until it is audited against the requirement.

#### **Implementation**

The certification body develops technical compliance criteria for use during audits and for making certification decisions. These compliance criteria follow the wording and objectives of the requirements in this standard. Fairtrade International provides explanatory documents which contain further information related to this standard. These documents can be found on the Fairtrade International website:



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<u>www.fairtrade.net</u>. Your company will not be audited against the explanatory documents. Senior management of the company is responsible for implementation of this standard.

# **Application**

This first version of the Fairtrade Textile Standard is published 22 March 2016 and applicable from 1 June 2016. The timelines indicated in requirements refer to the number of years after first certification.

#### **Definitions**

Definitions for key terms are listed below. These include current definitions of industry terms as used by Fairtrade and the certification body. Additional trade-related terms are found in the Fairtrade Trader Standard.

Accessory suppliers are companies that deliver non-textile components (e.g., zippers, buttons), to the textile supply chain.

The brand owner is the company that markets and sells the finished certified textile products under its name for retail or wholesale sales. The brand may or may not be the owner of the production units.

A collective bargaining agreement (CBA) is a written, legally enforceable contract for a specified period, between the management of a company and its employees represented by an independent trade union. It sets down and defines conditions of employment (e.g., wages, working hours, overtime payments, holidays, vacations, benefits, etc.) and procedures for dispute resolution.

A company or operator is defined as all production units (enterprises) and premises involved in the certified textile supply chain.

A composite textile product is a product composed of two or more different fibre components.

Contract is a written agreement between two or more parties.

Contract worker is a person who is not hired directly by the company or production unit the person is working for, but by a contractor and third party service provider of the company.

Delegate system is a method of selecting worker representatives intended to ensure representation of all workers, particularly used with a large workforce.

Elected worker representatives are workers who are democratically elected to represent and defend the rights of the workers in the company.

Essential elements of a textile product are all parts that constitute the main product or garment. Accessories, decoration, trim, edging, lining, stitching and inserts such as buttons, buckles, collars, filling and panels are considered non-essential elements.

Fairtrade eligible means a product is produced in compliance with Fairtrade Standards, but the buyer buys it under normal conditions. The Fairtrade price adjustment and Premium are only paid if the buyer sells the product as Fairtrade.

Fairtrade supply chain is a supply chain in which each entity has Fairtrade certification against either the Fairtrade Textile Standard or Fibre Crop Standard, together with the Fairtrade Trader Standard.

Fibre is a natural or manmade substance that can be spun into filament, thread or rope and in a next step be woven, knitted, matted or bound.

Force Majeure is a clause used in contracts to release a party from a contractual obligation in the event of a situation occurring that is not under its control, such as an act of war, civil commotion, strike and exceptionally severe weather.

Forced labour - Forced or compulsory labour is any work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily.

General Assembly (GA) is a gathering of all workers in a work place generally for the purpose of disseminating information or voting.

**GOTS** is the Global Organic Textile Standard.

Lead time is the total amount of time required for completing a product, beginning from the date of receiving the order to the shipment of the goods to customer.

Licensee is a company licensed by a National Fairtrade Organization or Fairtrade International to use the Fairtrade Mark.

Licensing Body is the agent which draws up and signs a licence contract with a licensee. In countries where a national Fairtrade organization (NFO) is located, the NFO serves as the Licensing Body. In non-NFO countries, Fairtrade Labelling Organizations International e.V. serves as the Licensing Body.

Living wage is the remuneration received for a standard work week by a worker in a particular place sufficient to afford a decent standard of living for the worker and her or his family. Elements of a decent standard of living include food, water, housing, education, health care, transport, clothing, and other essential needs including provision for unexpected events.

Migrant worker is a person who moves from one area within their own country or across the borders to another country for employment. For purposes of interpreting requirements in this standard, a migrant worker works for a limited period of time in the region migrated to. Workers are not considered migrant after living one year or more in the region where they work, and if either a permanent position has been granted by the employer or legal permanent resident status has been granted.

Non-regular work is sporadic work that is considered to be outside of the core functions necessary for regular operations of the company.

Piece-work is any type of employment for which a worker is paid a fixed *piece* rate for each unit produced or action performed regardless of time.

Regular work refers to tasks that are stable and ongoing in industrial production, excluding all seasonal work.

Responsible fibres are more environmentally friendly and/or socially beneficial than other comparable, common fibres with same material composition.

A Secondary Product is a product that comes out of a production process in addition to the main product. A secondary product can be a by-product, a co-product or a residue.

A small company is defined as having fewer than 20 fulltime workers.



Subcontractor/subcontracted unit is an individual or company that provides processing and/or manufacturing services on behalf of an operator but does not take legal ownership of the product.

Temporary worker is a person who works at the company on a non-regular, short-term basis. The work by its character is performed only during part of the year and is dependent on textile peak seasons, temporary high demand, and other non-regular or exceptional circumstances.

Textile Suppliers are companies that deliver textile products through the certified textile supply chain.

A trade union is a permanent organization established to represent workers, including through collective bargaining over the terms and conditions of their work. The legitimacy of a trade union is determined by the extent that it is independent and controlled by its members.

Workers are defined as all workers including migrant, temporary, sub-contracted and permanent workers. 'Workers' includes all hired labour personnel, such as employees working in the company's administration. However, the term is restricted to personnel that can be unionised and therefore normally excludes middle and senior management.

# Monitoring of changes

Fairtrade International may amend Fairtrade Standards as explained in Fairtrade International's Standard Operating Procedures, see <a href="www.fairtrade.net/setting-the-standards.html">www.fairtrade.net/setting-the-standards.html</a>. Fairtrade Standard requirements can be added, deleted, or changed. If you are Fairtrade certified, you are required to regularly check the Fairtrade International website for changes to the Standards. Fairtrade certification insures that you comply with Fairtrade Standards. Changes to Fairtrade Standards may change the requirements of Fairtrade certification. If you wish to be or are already Fairtrade certified, you are required to regularly check the compliance criteria and certification policies on the certification body's website at <a href="www.flo-cert.net">www.flo-cert.net</a>.

# **Change history**

Version number	Date of publication	Changes
22.03.2016_v1.0	22.03.2016	First publication of standard
22.03.2016_v.1.1	10.10.2016	Change in terminology from sustainable fibres to responsible fibres.  Add clarity to 3.5.3, that <i>at least a</i> living wage is paid.
22.03.2016_v1.2	04.09.2019	Requirement on chemical residues testing (4.1.3) added.
22.03.2016_v1.3	22.05.2023	Guidance on requirement 3.6.28 added



# 1. General requirements and commitment to Fairtrade

**Intent:** This chapter outlines the requirements that relate to certification, determines the conditions for participation in the Fairtrade system under this standard and sets out the necessary framework for its effective implementation. This includes commitment to Fairtrade values and to a transparent process and management system for evaluating the complete textile supply chain.

#### 1.1 Commitment to Fairtrade

**Intent**: To ensure all operators producing Fairtrade products are committed to Fairtrade values and have transparent processes and management systems for evaluating their complete textile supply chain.

#### 1.1.1 Mission statement and performance indicators

#### Dev

#### Year 3

In order to demonstrate commitment to Fairtrade, your company's mission statement or policy includes:

- measures on how continuous improvement of social and sustainable production practices is implemented in your company;
- a statement on your commitment to achieve the aims and values of Fairtrade;
- · how workers are informed about commitment to Fairtrade;
- Fairtrade goals which are included in measurable key performance indicators for the CEO and senior management of your company.

**Guidance:** Your company is expected to make positive social and economic contributions beyond legal obligations. Key performance indicators can be included in your corporate social responsibility (CSR) action plan if you have one.

#### 1.1.2 Commitment to Fairtrade displayed

#### Core

Year 0

Your company displays its commitment to Fairtrade in a public workplace and ensures that all workers are aware of this commitment by posting it in languages or pictograms understandable to all workers.

Guidance: This includes workers who speak languages other than the main languages of the work place and illiterate workers.

#### 1.1.3 Fairtrade Officer

# Core

Year 0

Your company appoints a person responsible for Fairtrade matters, called the Fairtrade Officer, who is responsible for overall co-ordination of Fairtrade matters in your company and for handling all necessary Fairtrade related communications. The Fairtrade Officer reports directly to or is part of the senior management.

The tasks of the Fairtrade Officer must be included in the job description and employment contract and include:

- acting as a liaison between Fairtrade International, the certification body, workers and managers regarding Fairtrade matters;
- ensuring compliance, implementation and monitoring of the company's performance regarding the Fairtrade requirements;
- acting as the management representative on the Fairtrade Committee (1.2.2).

The Fairtrade Officer has the relevant knowledge and experience to perform these tasks.

**Guidance:** The Fairtrade Officer does not have to be hired exclusively to carry out these tasks and may have other duties and responsibilities within the company.

# 1.2 Compliance Committee

#### 1.2.1 Compliance committee purpose

#### Core

Year 1

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A Compliance Committee (CC) is created with the purpose of engaging the workers in the implementation of the requirements in this standard.

The tasks of the CC include, but are not limited to:

- facilitating quarterly internal audits by meeting and consulting with workers to identify and prioritize areas of potential and actual non-conformance with this standard;
- conducting annual risk assessments;
- reporting on internal audits and risk assessments to senior management (<u>see 1.4.1</u> for internal audit policies and procedures);
- disseminating internal audit results and results of the risk assessments to workers through written communication and at an annual general (GA) assembly of workers;
- supporting workers in understanding the grievance procedure and using it when necessary (see 1.4.5). Anonymity is necessary when supporting workers with the grievance procedure;
- designating one or more member(s) as Health and Safety representative(s) (<u>see req.</u> 1.2.4);
- recommending and prioritizing actions with time lines to senior management to address these risks.

**Guidance:** The Compliance Committee tasks may be undertaken by already established committees present in the workplace. Input from workers can be collected through meetings or in written form.

# 1.2.2 Compliance Committee composition

# Core

Year 1

The Compliance Committee consists of at least 4 members. At least three quarters of the members are trade union/democratically-elected worker representatives and maximum one quarter are appointed management representatives (see also: ToR in  $\underline{1.2.4}$  and CC meetings defined in 1.2.7 - 1.2.8).

The composition of the CC reflects the composition of the workforce, taking into account gender as well as type of work and rank. A current list of CC members is posted and accessible to all workers in the workplace. Worker members shall be chosen by the factory's

trade union, if present, and by democratic election among the workers where there is no trade union present.

**Guidance:** In case a workplace is unionized (over half the workforce belongs to trade unions), the trade union representatives may take on all or some of the responsibilities outlined for the CC. Trade union representatives in the CC are working in the same facility where they represent workers. Where there is more than one trade union representing workers, this role is shared by the unions representing the majority of workers.

In cases where the union(s) does not appoint a representative or the organization is not unionized, workers may freely elect worker representatives for this committee. Non-trade union elected worker representatives do not in any way substitute for a trade union representative.

#### 1.2.3 Compliance Committee role in relationship to trade

#### Dev

The Compliance Committee provides relevant input on workplace challenges in relation to trade to brand owners and to next operator in certified supply.

# Year 3

**Guidance:** "Relevant" will be defined by Fairtrade International in a template that may or may not be used, as long as the report is equivalent. Fairtrade International will provide support through the Fairtrade Textile Programme to CC trade union/worker representatives towards the fulfilment of this requirement. Management is expected to make buyer details available to the CC in order to facilitate the process.

#### 1.2.4 Compliance Committee terms of reference

#### Core

The Compliance Committee has and follows terms of reference defining:

#### Year 1

- the aims of the Committee;the composition (who are the members);
- how worker members of the Committee are elected or appointed if members of a trade
- procedures of the committee determining at least: terms of office, frequency and dates of meetings (see req. 1.2.7), documentation, and which reports should be delivered;
- internal regulations, and responsibilities;
- a delegate system for the General Assembly (GA) of workers where applicable;
- how the interests of migrant and seasonal/temporary workers are taken into account.

**Guidance:** The CC will strive to reach decision by consensus, but in the absence of consensus, decisions will be made by majority vote. Details on how make decisions by consensus are provided in the explanatory document. Fairtrade will provide a sample template for the CC ToR.

# 1.2.5 Compliance Committee training

#### Core

# Year 1

Your company arranges and ensures that all CC members and/or trade union/worker representatives are trained to carry out their duties, including how to conduct internal audits and basic risk assessments in compliance with this standard. Trainings take place by Fairtrade International approved trainers or Fairtrade field staff or affiliates.

Guidance: A help desk for new CC members where current and/or former members offer support and training is recommended.

#### 1.2.6 Compliance Committee designates Health and Safety representatives

# Core

#### Year 0

If there is no elected union representative on the Health and Safety (H&S) committee, the CC designates one or more members as the H&S representative(s).

Their duties are to liaise between the H&S Officer, the CC, trade union representatives and workers on-site, acting as a point of contact for workers on H&S matters (see requirement 3.6.3).

The management provides the H&S representatives with the necessary training and information to undertake their tasks.

# 1.2.7 Compliance Committee meetings

#### Core

The CC meets regularly, at least every 3 months during working hours.

Year 0

Minutes are taken at these meetings and approved by all meeting participants and posted publically in the workplace in a format and language accessible to all workers.

Guidance: These meetings should be integrated with other relevant certification and compliance processes that the company has.

#### 1.2.8 Compliance Committee time and resources

#### Core

#### Year 0

Your company allocates time during regular working hours and provides necessary resources for the CC to successfully carry out its work. Resources may include but are not limited to: private facilities to meet, and office space to keep equipment and lockable files.

Compensation is made for piece-rate workers and other similarly compensated work for time spent on Fairtrade implementation.

Guidance: CC meetings may be held off-site if agreed by all members.

# 1.3 Audit access and transparency

# 1.3.1 Accepting audits

#### Core

Year 0

Your company accepts announced and unannounced audits of your premises, including all certified production units, and also contractually requires subcontracted premises to accept audits of their premises.

You provide all necessary information in relation to Fairtrade Standards as requested by the certification body.

#### 1.3.2 Subcontractors registered

# Core

Year 0

You register all subcontractors used for the production of the Fairtrade certified goods with the certification body. Outsourcing any portion of the work for Fairtrade production is not permitted without informing the certification body.

When you start working with a new subcontractor, you register the NEW subcontractor with the certification body.

**Guidance:** A subcontractor or subcontracted unit is an individual or company that provides processing and/or manufacturing services on behalf of an operator but does not take legal ownership of the product. See <u>requirement 1.4.2</u>. Second-tier subcontracting by the prime subcontractor is not permitted.

#### 1.3.3 Participation of worker representatives in audits

#### Core

#### Year 1

At least one trade union/elected worker representative(s) or CC worker member participates in the audits, as well as opening and closing the meetings in order to increase worker involvement and understanding in the process of compliance.

Worker participation in audits takes place during working time and it is ensured that workers do not lose income.

Guidance: Management enables participation of workers in audits.

#### 1.3.4 Sharing audit results with workers

#### Core

# Year 1

Your company shares audit results with workers through trade union/elected worker representatives (or CC members) following each audit in a way that workers understand these results.

Time is allowed for trade union/elected worker representatives to be able to understand the audit report and to inform and explain the final results to all workers. This takes place during working time and it is ensured that workers do not lose income.

# 1.3.5 Workers involved in closing compliance gaps

#### Core

Trade union/elected worker representative(s) or CC worker members participate in finding solutions to correcting any non-compliance.

Year 1

**Guidance:** Management is encouraged to take suggestions on board, and if suggestions are rejected there should be understandable rationale that is communicated to worker representatives.

#### 1.3.6 Fairtrade International allowed to interact with workers

#### Core

#### Year 0

Your company allows Fairtrade International representatives to interact with workers to train and discuss matters related to Fairtrade as needed, without interference or presence of management representatives, whether on the premises or off-site.

Meetings with workers and Fairtrade International representatives take place during regular work time and for piece-workers, respective reimbursement is made to ensure that workers do not lose income.

**Guidance:** Fairtrade International representatives include Fairtrade liaison officers, representatives of producer networks and national Fairtrade organizations. These representatives should be able to convene with workers at their and/or at workers' request and in coordination with management. Regular work should not be disrupted.

# 1.4 Management systems

#### 1.4.1 Performance monitoring procedures

#### Core

Your company has internal auditing policies and procedures in place designed to monitor compliance and assess the company's performance with the requirements in this standard.

Year 1

The responsibilities and role of the management and Compliance Committee representatives are defined in your internal auditing procedures. Your company makes these policies and procedures publicly available.

**Guidance:** The Fairtrade Officer will act as CC management representative and is responsible for carrying out internal audit procedures with the trade union/elected worker representatives (see 1.2.1).

#### 1.4.2 Ensuring subcontractor compliance

#### Core

#### Year 1

Your company has procedures in place that enables you to evaluate your suppliers in order to have full insight and assess risks in the working conditions in your supply chain. The procedures ensure that current and new suppliers and subcontractors comply with requirement 1.4.4 (grievance procedure), and the Labour Conditions and Environmental Responsibility requirements, chapters 3 and 4 in this Standard.

The minimum actions your company must undertake to fulfil this requirement include:

- Effectively communicate the requirements of this standard to senior leadership of suppliers, commissioned operators and subcontracted sites;
- · Assess significant risks of non-conformance by these entities;
- Make efforts to ensure that these significant risks are effectively addressed by these entities and your company;

Your company records how these actions are fulfilled.

**Guidance:** This requirement is in line with the due diligence approach by the UN Guiding Principles on Business and Human Rights. A coherent monitoring programme includes factory audits, self-assessments by the suppliers, a complaints procedure that involves workers in the monitoring of working conditions in the factory, and factory visits by affiliate company representatives.

The certification body will define the frequency of auditing. Costs of these audits are born by the Fairtrade certificate holder unless otherwise agreed between the certificate holder and subcontracted unit.

#### 1.4.3 Improved planning to reduce subcontracting

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Improved planning methods, such as critical path planning to reduce reliance on subcontracting, are developed in collaboration with your buyers.

Year 3

# 1.4.4 Grievance procedure

#### Core

Your company has a grievance procedure in place, which:

#### Year 0

- allows workers and third parties to file complaints directly and anonymously;
- protects workers who file complaints from retaliation;
- ensures issues are resolved, remediation is implemented in a timely manner, and complainants updated about the ongoing resolution;

- ensures that complaints received are forwarded to the certifying body in order to publish details about the status and resolution online;
- entitles workers to representation by their trade union or other council of their choosing;
- allows for an appeals process by the complainant;
- includes documentation of all disputes;
- includes a procedure for cases of sexual harassment.

Your company must ensure that workers are fully aware and understand the procedure and are aware that they have the right to be heard and the right to appeal to an independent party (see 1.4.5). The procedure is implemented, communicated and introduced to workers adequately, in a way that they have easy access, full confidence (anonymity) and no psychological hurdles (self-consciousness) the use of this instrument.

Your company does not discipline, dismiss or discriminate in any way against workers for using any grievance procedure.

Grievances regarding sexual harassment are designated to specially appointed women or women's committees, linked to a female senior manager when possible, and with direct access to the Chief Executive. The same principles apply in case of sexual harassment of groups other than women. This grievance procedure must be in accordance with national legislation where applicable.

**Guidance:** A grievance procedure is a procedure for conflict resolution. Conflict resolution should be done through regular industrial relations processes. Trade union/worker representatives should be trained on this procedure and play an active role in putting the procedure in place.

#### 1.4.5 Grievance handlers

#### Dev

#### Year 3

The Compliance Committee determines one or two local 'grievance handlers', individuals who are part of the local civil society, i.e., a local trade union or workers' rights NGO to aid workers in filing and reconciling complaints to supplement the company grievance mechanism.

The grievance handler(s) must be:

- the same gender as the majority of the workforce. The CC can also determine one male and one female grievance handler;
- in regular contact with, accessible to, and trusted by the workers;
- made publicly known through the Fairtrade International website.

## The process:

- 1. Grievances are filed with the grievance handler(s), by workers, or a third party if the company grievance procedure has not addressed a grievance sufficiently according to the complainant.
- 2. The grievance handler discusses the received complaint with the CC (within the same week of issue, but depending on the urgency of the matter may be faster).
- 3. The CC and grievance handler decide (a) if the complaint is justified,

- (b) the timeline for resolving the complaint, and
- (c) the main steps to be taken to agree on a solution.
- 4. The CC forwards the filed issue and the defined solution to the certification body. Fairtrade International will publish the complaint in a list with current complaints (including information on: date, nature of complaint, factory, country, complainant, Fairtrade International certified buyers from this factory, status of resolution).
- 5. The grievance handler and CC hears both sides of the complaint and ensures that the issue is resolved timely in such a way that both sides agree upon.

Guidance: Collaboration with Fair Wear Foundation grievance processes is recommended where applicable as best practice.

# 2. Social Development

**Intent:** This section intends to ensure the support of workers through the strengthening of their individual skills, competencies and abilities. Additionally, this section intends that workers at all levels in the company are aware of the benefits of Fairtrade, and of the commitment that is required by your company to engage in Fairtrade.

Benefits of Fairtrade include measurable wage increases, worker empowerment through active involvement in compliance and monitoring of the workplace against this standard, and committed trade partners.

# 2.1 Capacity Building of Workers

# 2.1.1 Workers awareness about labour rights

Core	Your company ensures that all workers know their labour rights and duties.

**Guidance:** Information can be displayed publically in the workplace, through meetings in a general assembly of workers or in smaller sessions led by trade union/worker representatives or other implementation partners or NGOs approved by Fairtrade.

#### 2.1.2 Worker awareness of Fairtrade

working hours).

Year 1

Core	Your company raises awareness about Fairtrade at all levels, that is senior and middle
Year 1	management, supervisors, and skilled and unskilled workers, including permanent, migrant and temporary workers, ensuring that all workers understand the benefits of Fairtrade, and the different functions, duties and positions of Fairtrade related committees and elected worker representatives.
	Your company ensures that the management, including supervisors, understands the implications of Fairtrade for the company's operations (e.g., time needed for meetings during

Guidance: 'All levels' includes senior and middle management, supervisors, workers including migrant and temporary workers and their representatives (e.g., unions, committees).

### 2.1.3 Training on labour legislation and negotiation

#### Core

Your company ensures that trade union/elected worker representatives are trained on labour legislation and negotiation skills.

#### Year 3

Training takes place during working hours and on an annual basis.

Your company records all training activities. Records include information on topics, time, duration, names of attendees and trainers.

Guidance: Training for workers is essential in order to achieve empowerment. Training can be provided by trade unions, Fairtrade International, or other relevant external organizations

#### 2.1.4 Skill development

Your company provides opportunities to workers and staff to develop appropriate personal skills and/or professional qualifications.

#### Year 3

Guidance: Trainings and other employee development programmes should focus on improving conditions of work and/or the position of all groups in the workforce.

#### 2.1.5 Women focussed training and capacity building

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Your company provides training, capacity building, guidance, encouragement and assistance to and for women employees in order to ensure their professional development.

#### Year 1

#### 2.1.6 Achieving equity

#### Dev

Your company undertakes activities to achieve equity in the workplace. This includes specifically addressing the employment and promotion of suitably qualified people from Year 3 disadvantaged and minority groups.

Guidance: 'Equity' means fairness or justice in the way people are treated. The aim of this requirement is to eliminate employment barriers for disadvantaged people such as persons with disabilities and members of minority groups.

Disadvantaged or minority groups include people who are discriminated against because of their ability, religion, gender, race, age, class, sexual orientation or anything similar, and who have little or no means of influence in matters affecting them, the community at large and/or the employment place. This can include religious minorities, people who cannot read or write, people with disabilities, children, youth, women, migrants, people of colour, gay, lesbian, or transgender people.

Examples of activities to support an equitable workplace include: education and professional training for women, other disadvantaged people and minority groups, to help qualify them to take up more advanced positions; policies and practices to ensure that barriers are eliminated; appropriate representation of all groups in the workforce at all levels.

#### 2.1.7 Crèche facilities

Dev
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Your company provides adequate crèche facilities for your workers' children up to 6 years of age either on or off your premises where needed.

Year 3





**Guidance:** Adequate facilities means that they are structurally safe, secure and hygienic according to national standards, and that the ratio of care providers to children is in accordance with national legislation.

# 3. Labour Conditions

Intent: This section intends to ensure decent working conditions in your company. Fairtrade International regards the 1998 ILO Declaration on Fundamental Principles and Rights at Work, as well as all other applicable ILO Conventions as references for decent working conditions. Guidelines for responsible business conduct and a company's duty to ensure decent working conditions are outlined in the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights, respectively.

If your company has a completely separate business unrelated to Fairtrade production, then the requirements in this section do not apply to that business. Nevertheless Fairtrade International expects that all your operations unrelated to Fairtrade are also conducted in a way that upholds national law, including international human rights treaties ratified by your government. Therefore, if Fairtrade International identifies or receives information on any violation of rights of children or vulnerable adults, this will trigger Fairtrade's internal protection procedures that include reporting to relevant national protection bodies.

All requirements in this chapter also apply to subcontractors and subcontracted units.

# 3.1 Freedom from Discrimination

Intent: This section intends to prevent discrimination against all workers, permanent, temporary or migrant, and sub-contracted, on all aspects of employment. Freedom from discrimination is based on the ILO Declaration on Fundamental Principles and Rights at work, ILO Conventions C100 (Equal Remuneration), C111 (Employment and Occupation Convention) C183 (Maternity Protection Convention) and ILO Recommendation R111 (Discrimination (Employment and Occupation) Recommendation); and to ensure the fair treatment of migrant workers based on the ILO Conventions C97 (Migration for Employment Convention) and C143 (Migrant Workers (Supplementary Provisions Convention).

Freedom from inhumane disciplinary practices in this section is founded in the following UN declarations and instruments: Universal Declaration of Human Rights (1948), International Covenant on Civil and Political Rights (1966), Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment (1975).

#### 3.1.1 No discrimination

#### Core

Year 0

Your company does not discriminate, support or tolerate discrimination on the basis of race, colour, gender, sexual orientation, disability, marital status, pregnancy, childbirth, disease, age, religion, political opinion, membership in trade union or workers' representative bodies, national extraction or social origin, or any other condition in recruitment, promotion, access to training, remuneration, allocation of work, termination of employment, retirement, general treatment in the workplace, or other activities.



**Guidance:** This means for example, that testing for pregnancy, virginity, HIV/AIDS or genetic disorders is not allowed under any circumstances. Women cannot be forced to use contraception or ingest it in any form against their will, and employees cannot be prevented from marrying.

Where discrimination is endemic within a sector or region, the company is expected to take action towards removing it in policy and practice.

# 3.1.2 No abuse of any kind

Core	
Year 0	punishment, mental or physical coercion, bullying, abuse, or other harassment of any kind.

# 3.1.3 Policy and procedure on disciplinary measures

Core	our company establishes and implements a policy that clearly outlines fair and appropriate	
Year 0	disciplinary measures and ensures that workers are aware of this policy. The policy is in line with the principle of non-discrimination (3.1.1) and includes procedures to carry it out.	
Guidance: A clear policy with procedures can prevent improper disciplinary practice.		

#### 3.1.4 No tolerance of sexual harassment

	Core	Your company does not directly or indirectly tolerate behaviour, including gestures, language	
Year		and physical contact that is sexually intimidating, abusive or exploitative. This applies to	
	Year 0	management and workers alike.	

# 3.1.5 Sexual harassment policy

Core	Your company establishes and implements a policy that clearly prohibits sexual harassment.
Year 0	Workers are aware of this policy and its contents.
Guidance: See requirement 1.4.4 on procedure for grievances about sexual harassment.	

# 3.1.6 Disciplinary measures motivated and recorded

		All disciplinary measures are properly motivated and recorded so that the employee is
		informed of the reasons for the decision and has the opportunity to file a grievance and seek
Yea	Year 1	representation (see <u>requirement 1.4.4</u> on grievance procedures).

#### 3.1.7 Record of terminated contracts

Core	Your company keeps a record of all terminated contracts. These records include the
Year 1	company's reason for termination.



# 3.2 Freedom from Forced and Compulsory Labour

**Intent:** This section intends to prevent forced or bonded labour, including trafficking and sexual exploitation based on ILO <u>Conventions C29</u> (Forced Labour Convention) and <u>C105</u> (Abolition of Forced Labour Convention) and <u>Protocol 029</u> (Trafficking in persons).

#### 3.2.1 No forced labour

#### Core

Your company does not directly or indirectly engage in, support or tolerate forced labour, including bonded or involuntary prison labour. You must explain this to all workers.

Year 0

Guidance: "Forced or compulsory labour shall mean all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily" (C29 Article 2).

Slavery, misuse of prison labour, forced recruitment, debt bondage, human trafficking for labour and/or sexual exploitation are some examples of forced labour. It is considered forced labour if the company retains any part of the workers' salary, benefits, property or documents in order to force them to remain in your employment. If your company requires or forces workers to remain in employment against their will using any physical or psychological measure this is considered forced labour. If you demand unreasonable notice period for the termination of the contract of employment or retain workers' documents so they cannot leave it is also considered forced labour. If workers are not free to leave premises after their shift this is considered forced labour. The term 'bonded labour' or "debt bondage" includes all loans from a company to a worker of excessive amounts and/or with unreasonable and/ or unjust terms and conditions for repayment, where the worker and/or their families are held to pay off the loan through their labour against their will.

# 3.2.2 No retention of workers' salary or property

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Year 0

Your company does not retain any part of the workers' salary, benefits, property or documents (e.g., passports) nor require a financial deposit in order to force them to remain in your employment.

#### 3.3 Child Labour and Child Protection

Intent and Scope: This section intends to prevent labour that is damaging to children based on <a href="#">ILO</a> Convention C182 (Worst Forms of Child Labour Convention) and on <a href="#">ILO Convention C138</a> (Minimum Age Convention). <a href="#">R146</a> (Minimum Age Recommendation), <a href="#">R190</a> (Worst Forms Labour Recommendation).

#### 3.3.1 No children under 15 employed

Core	
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Your company does not directly or indirectly (through sub-contracting) employ children under the age of 15 or under the age defined by local law, whichever is higher.

Year 0

**Guidance:** If the age of a child is unknown, all efforts shall be made to identify the age following the UN Rights of the Child quidelines.

# 3.3.2 No dangerous or exploitative work for children under 18

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Year 0

Your company does not submit workers directly or indirectly (though subcontracting) less than 18 years of age to any type of work which puts their health, safety or morals, or their school attendance at risk.



Under no circumstances shall any young worker's school, work and transportation time exceed a combined total of 10 hours per day.

**Guidance:** Examples of work that is potentially damaging includes work that takes place in an unhealthy environment, involves excessively long working hours, night work, the handling or any exposure to hazardous chemicals and operation of dangerous equipment.

#### 3.3.3 Youth employment and apprentice programmes

## Dev

Year 3

Your company encourages decent youth employment and offers apprentice/trainee programmes for young workers where possible.

The length of the programme, wages and terms are in accordance with national legislation where applicable, or otherwise agreed between management and youth worker representatives.

The worker is free to leave the programmes at any time.

**Guidance:** The apprentice/trainee programme allows young workers to build skills related to the textile industry and allows management to build a trained work force. National legislation determines the age for workers participating in apprentice programmes. The employer can determine the age range for apprentice programme participants.

# 3.3.4 Monitoring apprentice programmes

Year 3

A mechanism for monitoring programme achievements and schemes for professional development (req. 3.3.3) is established by your company and monitored by Compliance Committee members and management.

#### 3.3.5 Apprentice program completion certificate

# Core

Year 3

A certificate of completion is issued to participants in the youth apprentice programme upon completion. The certificate includes details about the programme, skills learned, and length of participation and is signed by a senior manager. Certificate details follow applicable national legislation where it exists.

#### 3.3.6 Child labour policy

# Core

Year 0

Your company establishes and implements a Child Labour Policy, which includes a clear statement against child labour and a commitment to adopting a child rights approach to protecting impacted children and remediating their situation. The Child Labour Policy is visibly posted for all workers and communicated to all suppliers and subcontractors as a mandatory component of contract.

Your suppliers and subcontractors must comply with the policy.

#### 3.3.7 Child Labour remediation policy

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Year 0

If the certification body detects that, in the past, your company or subcontracted operators employed children under 15 years for any type of work, or children under 18 years were engaged in dangerous and exploitative work, your company must ensure that those children

neither enter nor are at risk of entering into even worse forms of labour, including hazardous work, slave-like practices, recruitment into armed conflict, sex work, trafficking for labour purposes, and/or illicit activities.

Your company develops a rights-based remediation policy and programme within a UN Convention on the Rights of the Child (UNCRC) protective framework that covers how to withdraw the children and how to prevent that they enter into worse forms of labour. This programme should include remediation projects to ensure the immediate and continued protection of children. These projects can include expert partner organizations, preferably locally based.

**Guidance:** A UNCRC protective framework means that the best interests of the child are always the top priority, that their rights to survival and development are respected, that you apply these to all children without discrimination, that the views of the child are heard and respected, and at all times children are protected from violence. The Fairtrade Officer or another representative from senior management should be responsible for the development, ratification, implementation, and evaluation of this Child Protection Policy and Programme and any related actions.

# 3.3.8 Procedures to prevent child labour

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Year 1

If there is a risk of child labour in any part of your production, you must implement relevant procedures to prevent children below the age of 15 from being employed for any work and children below the age of 18 from being employed in dangerous and exploitative work.

**Guidance:** Relevant procedures can include keeping records of all workers, noting their age, gender, identification papers, migratory status, and other relevant data.

# 3.4 Freedom of Association and Collective Bargaining

Intent: This section intends to enable workers to exercise their human rights to organize and to bargain their working conditions collectively, based on ILO <u>Conventions C87</u> (Freedom of Association and Protection of the Right to Organize Convention), <u>C98</u> (Right to Organize and Collective Bargaining Convention), <u>C154</u> (Collective Bargaining Convention), <u>C135</u> (Workers' Representatives Convention), <u>C141</u> (Rural Workers' Organisations Conventions) and ILO Recommendation <u>R143</u> (Workers' Representatives Recommendation).

Companies are expected to fulfil their responsibilities to respect these human rights even where the state does not protect them.

Fairtrade International promotes the rights of freedom of association and collective bargaining and considers independent and democratic trade unions that represent the interests of the workers and that are affiliated with an international trade union federation the best means for achieving this.

#### 3.4.1 Trade union or independent workers' organization on site

#### Core

Year 0

There is some form of democratically elected and independent trade union or workers' organization established to represent workers in the company and negotiate with management.

Your company respects the self-organization of workers by engaging with representatives of these organizations through regular constructive and supportive dialogue recognizing the

imbalance of power whilst workers are strengthening their union and building their capacity to negotiate.

**Guidance:** 'Democratically elected' means that elections are free from management interference, anonymous and results are documented. If workers wish to establish a trade union in the workplace, the company is expected to provide the necessary support to help further the capacity of those workers wishing to do so. Those workers will be afforded, within reason, paid time off to attend those capacity building activities. The local point of contact can support workers to organize and enter a process of collective bargaining (see 3.4.5).

# 3.4.2 Guaranteeing workers' labour rights

#### Core

All workers have the right to join or form trade unions and to bargain collectively. Your company

#### Year 0

- respects the right of all workers to form or join trade unions;
- respects the right of workers to bargain collectively in practice;
- accepts that it has a duty to bargain in good faith with unions

Workers take the initiative to organize themselves and are allowed to do so independently of management.

Management does not interfere in the process, nor directly or indirectly conduct elections related to the formation, recognition or governance of this organization. Your company must not have opposed any of these rights in the last 2 years prior to application for certification.

**Guidance:** If there has been any opposition to these rights within two years prior to application for certification, your company will not qualify for certification unless you can demonstrate that the circumstances have changed substantially; for example, a change of management responsible for prior violations and a full remediation of violations committed.

# 3.4.3 No interference in workers' self-organization

#### Core

#### Year 0

Your company does not punish, threaten, intimidate, harass or bribe union members or representatives, nor discriminate against workers for their past or present union membership or activities, and does not base their hiring on not joining or giving up their union membership.

Your company does not make any statements or take any actions which interfere with (or seek to influence) any worker's choice to form or join a trade union.

**Guidance:** Examples of punishment include terminating, transferring, relocating, downgrading or demoting workers, denying them the opportunity to work overtime, reducing their wages, benefits, or opportunities for vocational training, or changing their conditions of work. Further, employers shall not offer workers incentives to refrain from joining a union or engaging in union activities.

#### 3.4.4 Freedom of Association protocol

#### Core

#### Year 1

Your company actively accepts and promotes the conditions in requirement 3.4.3 and 3.4.4 by signing the Freedom of Association protocol provided by Fairtrade International in Annex 3 to this standard.

In case the ownership or senior management of a company changes, the FoA protocol is signed by the new owners/management within 3 months of de facto change.

**Guidance:** The protocol is signed and sent to the certification body prior to certification.

#### 3.4.5 Communicating Freedom of Association rights to workers

#### Core

The workers' right to unionise guarantee, which is included in the Freedom of Association protocol, is communicated to workers clearly and effectively by at least:

#### Year 1

- translating it into all relevant languages of the workers;
- displaying it publically in the workplaces in a way that all workers have access to it;
- ensuring that illiterate workers understand their rights.

**Guidance:** This requirement enables your company to ensure workers' Freedom of Association rights are clearly communicated and understood by all employees. This demonstrates your company's commitment to adopting an open and positive attitude to workers organizing themselves.

# 3.4.6 Local point of contact

#### Core

Year 1

If no union is present in the workplace, your company displays information and contact details for the local point of contact in the workplace in a way that all workers have access to it and in the languages and pictograms understandable to workers.

**Guidance:** The local point of contact is intended to support workers in knowing and understanding their rights, and can support workers to establish and operate their trade unions. This contact point is established in textile producing regions as part of the textile support programme and communicated to operators and workers by Fairtrade International.

# 3.4.7 Allowing trade union representatives to meet with workers

#### Core

Year 0

In situations where workers are not represented by a trade union recognized for collective bargaining with the company, management allows representatives of trade union organizations that represent workers in the textile sector or region to meet with workers on company premises at agreed times. Trade union representatives must be able to inform the workers about trade unions and carry out their duties. Such meetings must take place without management interference or surveillance.

Workers may choose to meet with trade union representatives at any location. Times and locations of these agreed meetings are reasonable and management does not interfere in any way with, nor conduct any surveillance of these meetings.

**Guidance:** Where workers are not included in a collective agreement or collective bargaining relationship, the certification body will determine whether there was any intimidation or coercion involved in this decision.

#### 3.4.8 Trade union access to workers

#### Core

Year 0

Your company allows access to trade union representatives representing workers in your workplace in order to communicate about unionisation and/or to carry out their representative functions at an agreed time and place. These meetings take place without management interference or surveillance.

**Guidance:** Time and place for these meetings have to be agreed upon in advance. Workers should always be allowed to attend union meetings during scheduled breaks and outside of working time.



# 3.4.9 Worker representatives' duties

#### Core

Your company ensures that trade union/elected worker representatives:

#### Year 0

- are able to carry out their functions in the workplace;
- have access to all workers in the workplace during working time without interference or the presence of management representatives and at agreed times, on average every three months;
- can meet among themselves during regular working hours, at least once a month for one hour:
- meet representatives of senior management during working hours at least once every 3 months.

Meetings schedules are agreed on between union representatives and management on a regular basis and must be signed and documented.

Workers that engage in such meetings are not dismissed for reasons connected to this engagement.

**Guidance:** While regular meetings can be held during work time, this should be within reasonable limits and not be abused. Time constraints should not jeopardise exercising the right to organize. Time and place for these meetings have to be agreed in advance. Workers should always be allowed to attend union meetings during scheduled breaks and outside of working time.

# 3.4.10 Sectoral collective bargaining agreement (CBA)

#### Core

#### Year 1

In countries where a collective bargaining agreement (CBA) is agreed for the textile sector, your company signs and adheres to this agreement. Collective bargaining at the company level may take place even if a sector-wide collective agreement exists, however company level agreements does not provide lesser terms and conditions than the sector-wide agreement.

# 3.4.11 Negotiations in the absence of a Collective Bargaining Agreement

# Core

#### Year 0

If there is no sectoral or company CBA in place, your company proactively engages in a process to enter into a collective agreement with elected worker representatives. Your company must not refuse any genuine opportunity to bargain collectively with workers.

Negotiations must take place with a recognized trade union, or with elected worker representatives in the absence of a trade union, but only where such elected worker representatives are provided for by law and are legally authorized to bargain (see 3.4.1).

In cases where workers have freely and specifically decided to not form or join a trade union and are not otherwise legally authorized to collectively bargain, then the collective bargaining requirement is waived. In these situations, the certification body will determine whether there was any intimidation or coercion involved in this decision. The decision cannot be the result of any vote in which management was in any way involved.

**Guidance:** Trade unions have the right, through collective bargaining or other lawful means, to seek to improve the living and working conditions of those members the trade unions represent. Employers shall respect this right by accepting that there is a 'duty to bargain' in good faith where workers want to exercise this right.

A negotiated agreement between a recognized trade union or elected worker representatives and management should cover the topics normally covered by a CBA.

If no union is present representing the majority of workers in the workplace, management and the elected workers' representatives can begin a dialogue with the national union federation(s) for the respective sector and the International Trade Union Global Union Federation (ITUC) or Global Union Federation (GUF) about improvement of the workers' representation and implementing a CBA.

# 3.5 Conditions of Employment: wages, benefits and working hours

**Intent:** This section intends to ensure good practices regarding the payment of workers and their conditions of employment based on ILO Conventions C95 (Protection of Wages Convention), C100 (Equal Remuneration Convention), and C110 (Conditions of Employment of Plantation Workers Convention).

This section also intends to ensure good practices regarding sick leave, social security, maternity protection and workers' housing based on ILO Conventions <a href="C102">C102</a> (Social Security (Minimum Standards) Convention), Part III, <a href="C121">C121</a> (Employment Injury Benefits Convention), <a href="C130">C130</a> (Medical Care and Sickness Benefits Convention), <a href="C183">C183</a> (Maternity Protection Convention) and ILO Recommendation <a href="R115">R115</a> (Workers' Housing Recommendation).

#### 3.5.1 Wages and conditions of employment

#### Core

#### Year 0

Your company must set wages for workers and other conditions of employment according to legal or sectoral CBA regulations where they apply, or at regional average wages or at official minimum wages for similar occupations; whichever is the highest, with the intention of continually increasing salaries (see 3.5.2).

Your company must specify wages for all employee functions and employment terms, such as piece-work.

**Guidance:** National laws and applicable CBA terms need to be complied with especially if they exceed this Standard. However, this Standard applies if it goes beyond those laws and terms.

#### 3.5.2 Wage increases to reach living wages

# Core

#### Year 0

If remuneration (wages and benefits) is below living wage benchmarks approved by Fairtrade International, your company must agree with trade union/workers' representatives to a time-bound plan of maximum six years from certification to increase real wages to close the gap to living wages.

Once a living wage is reached, wage increases are expected to continue to keep up with inflation. Negotiations on annual wage increases do not have to take place every year, as long as real wages increase every year.

**Guidance:** Real wages refers to wages that have been adjusted for inflation. The real wage increase is intended to raise wage levels to an eventual living wage. The Fairtrade approved living wage benchmarks provide guidelines for negotiations between trade unions/workers' representatives and management. The methodology used to calculate living wage benchmarks can be found on the Fairtrade website.

Negotiations can take place according to industry practice; for instance, every year, every two, or even every three years, depending on the term of the wage agreement. If wages are set at a regional or sector level in such a way that the gap with living

wage is not closed by regular increments, the employer can satisfy this requirement by increasing other forms of remuneration as long as this is agreed by elected worker representatives.

# 3.5.3 Living wages paid

Core

Your company pays at least a living wage to all workers.

Year 6

Guidance: See 3.5.2 on how to reach a living wage and the link to the Fairtrade approved living wage benchmark methodology.

#### 3.5.4 Participation in sector-wide wage initiatives

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Year 3

Your company supports sector-wide initiatives on wages, such as industry bargaining and minimum wage processes, to raise wages across the industry, and advocating for wage increases up to a living wage.

# 3.5.5 Equal pay for equal work

Core
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Year 0

Your company offers equal pay for equal work to all workers – permanent, temporary and migrant, without discrimination based on gender or otherwise. This includes equivalent benefits and employment conditions for equal work.

#### 3.5.6 Social security

Year 0

Your company provides legal social security, including contributions to a provident fund or pension scheme for all workers, whether permanent, migrant, temporary or seasonal.

**Guidance:** In cases where equivalent benefits, such as social security, cannot be made available to a set of workers, e.g., migrant or temporary workers, these workers shall receive the equivalent or an alternative through other means.

#### 3.5.7 Wages specified for all functions

Core	
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Year 0

In order to ensure transparency and fairness in wage rates, your company must specify wages for all employee functions.

Guidance: Job descriptions and function relating to the wage rate is included in employee contracts (req. 3.5.30).

#### 3.5.8 No deductions from salaries

# Core

Year 0

Your company does not make deductions from salaries unless they are permitted by national laws, fixed by a collective bargaining agreement, and the employee has given written consent. If deductions are made from salaries for services provided by the company, the amounts must be in line with the actual costs incurred. Salary deductions must not be used for disciplinary purposes.

Guidance: Housing is an example of deductions for services provided.



# 3.5.9 Wages paid regularly

Core

Year 0

Your company makes payments to workers at regularly scheduled intervals in a convenient way for workers, and must document the payments with a clear and understandable payslip containing all necessary information. Workers must sign for payments received in cash. Payments are made in national currency.

Guidance: Frequency of regular payments can be daily, weekly or monthly.

#### 3.5.10 Quota and piece-work pay equivalent to hourly pay

Core

Year 0

For work based on production, quotas and piecework, during normal working hours, your company must pay the equivalent to an average hourly waged work based on a manageable work load. This must not be below the relevant industry average or a proportionate wage based on the living wage benchmark provided for in requirement 3.5.2, whichever is higher.

Piece rates must be agreed upon by trade union/worker representatives and calculation documented by technical documentation of the company.

Information about this pay rate must be transparent and available for all workers and worker organizations.

**Guidance:** As part of the overall Fairtrade Textile Program, and supported by industry experts, Fairtrade International will provide guidance for adopting best practice examples for SAM (standard allowed minutes) and labour minutes calculation, and work together with companies to implement it in their productions. This can be used to discover efficiency potentials and productivity gains.

#### 3.5.11 Working hours

Core

Year 0

Your company must comply with applicable national and local legislation and industry standards, and follow CBA agreements regarding working hours and overtime regulations. Your company must not require workers to work in excess of 8 hours per day and 48 hours per week on a regular basis.

#### 3.5.12 Overtime not required

Core

Year 0

Your company does not require its workers to work overtime. Overtime is allowable in exceptional circumstances if it is voluntary and not used on a regular basis and does not extend over a period of more than 3 consecutive months. It does not exceed 12 hours per week, or 3 months per year.

**Guidance:** Exceptional circumstances are for example peak production periods and must be agreed by trade unions/worker representatives. If national legislation exceeds any part of requirements 3.5.10 and 3.5.11 (i.e. less than 48 hours per week), the 12 hours are added to the national legal working hours.

#### 3.5.13 Measures to avoid overtime

Core

Year 3

Overtime for regular production periods must be avoided by putting in place adequate measures to anticipate production peaks and other extraordinary situations.



**Guidance:** Other possible appropriate measures are an efficient management system to predict extraordinary situations, efficiency of production processes, the extension of time frame for 'seasonal production', stocks holding, the increase of production capacity and employment, etc.

# 3.5.14 Day of rest

Your company must allow workers at least one day of rest for every 6 consecutive days worked. For shift work common industry practices apply.

#### 3.5.15 Overtime compensation

Core	
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Year 0

Your company must compensate overtime in all cases at a premium rate and inform workers of these rates. The premium rate must be paid at a factor (ratio) of 1.5 for work performed on regular workdays, and for work performed on the day of rest, public holidays and night work a premium at a factor of 2 must be paid unless otherwise defined by national legislation, by CBA or by agreements with unions.

If overtime is compensated by the allocation of time off work, your company must apply the premium factor.

Guidance: Night work is defined as work between 8 pm and 8 am.

#### 3.5.16 Work breaks

Core	Your company must grant and respect meal and work breaks according to national legislation.
Year 0	

#### 3.5.17 Paid leave

Core	Your company must follow national legislation regarding regular paid leave.
Year 0	

#### 3.5.18 Increased paid leave

Dev	Your company must grant all workers at least 2 weeks of paid leave per year at minimum, not
Year 3	including sick and casual leave. Periods of annual leave must be in line with national legislation and/or with agreements detailed in a specific or industry sector CBA, if either of these exceeds 2 weeks.
Guidance: 'Week' means a calendar week.	

#### **3.5.19 Sick leave**

Core	Your company must follow national legislation regarding regular temporary (paid) sick leave.
Year 0	



# 3.5.20 Increased sick leave

Dev	Your company has a regulation granting at least 5 days regular (paid) sick leave. The
Year 3	regulation must ensure that workers are protected from being dismissed during temporary sick leave. It must guarantee worker income during sick leave and it must not deduct this
	leave from annual leave.

# 3.5.21 Leave for injury

Co	ore	Your company has a regulation granting at least 5 days paid leave caused by employment
Ye	ear 0	injury. The regulation must ensure that workers are protected from being dismissed during temporary leave. It must not deduct this leave from annual leave.
Gı	ıidance	: Leave for injury is different from sick leave (3.5.18).

# 3.5.22 Disability compensation

Core	Your company has a regulation on disability compensation that ensures that workers
Year 1	sustaining long-term disabilities caused by employment injury are fairly compensated.

#### 3.5.23 Survivor benefits

Core	Your company has a regulation on survivor benefits which ensures that the dependent family
Year 1	members of workers who are killed in an employment-related accident are fairly compensated.

# 3.5.24 Maternity leave

Core	Your company must grant its female workers at least eight weeks of maternity leave with
Year 0	compensation consistent with national laws or not less than 2/3 regular pay, whichever higher, not including annual leave and not incurring any loss or privilege on account of leave.

**Guidance:** 'Week' means a calendar week. Not incurring any loss or privilege on account of such leave means that workers may return to their same or equivalent position with at least the same remuneration.

# 3.5.25 Increased maternity leave

	Dev	If maternity leave is less than 12 weeks, your company must increase it by one week each
	Year 3	year until 12 weeks is reached, with compensation consistent with <u>requirement 3.5.20</u> .
		National legislation must be complied with if it exceeds this requirement.

# 3.5.26 No termination for pregnancy

Core	
Year 0	maternity leave, except on grounds unrelated to the pregnancy or birth of the child.

# 3.5.27 Safe work for pregnant and nursing women

Cor	e
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Your company must ensure that pregnant and nursing women do not perform work that may compromise the health of the mother or the child. This includes working during night hours.

Year 0

Guidance: Night is defined as a period of at least 12 consecutive hours comprising the interval between 8 pm and 8 am.

#### 3.5.28 Nursing breaks

Core	
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Year 0

Your company must grant nursing mothers two or more daily breaks during paid working time, or a daily reduction of hours of work, to breastfeed her child for at least 6 months after the birth

# 3.5.29 Increased nursing breaks

Year 3

If the period granted for the nursing breaks is less than 12 months, your company must increase the duration of the period for nursing breaks during working time to at least 12 months after the birth.

#### 3.5.30 Regular work done by permanent workers

#### Core

All regular work must be undertaken by permanent workers. Time-limited contracts and contract labour are permitted during peak periods and under special circumstances.

Year 0

**Guidance:** Only temporary work that is added to usual work levels during textile production peaks or high demand situations may be undertaken by temporary workers. 'Regular work' refers to tasks that are steady and predictable. 'Temporary work' refers to special tasks and orders that occur occasionally or seasonally.

# 3.5.31 Employment contracts

#### Core

Year 0

Your company has a legally binding written contract of employment for all workers, including permanent, temporary, seasonal and migrant, signed by worker and employer that includes at least the following:

- job description;
- working hours;
- · pay rate;
- overtime regulation;
- social benefits;
- entitlements and deductions;
- annual paid leave, sick leave, protection of the worker from loss of pay in the case of illness, disability, accident, or loss of life;
- and a notice period for termination that is the same as the notice period for the employer.

**Guidance:** As guidance to draft the contracts, your company can use textile sector specific contracts and details from collective bargaining agreements.

#### 3.5.32 Workers have a copy of employment contract and understand content

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U	O	Г	е

Year 0

Your company must ensure that workers have a signed copy of their employment contract and that they understand the content by providing it in a format and language they understand. Your company must ensure that all workers are aware of their rights and duties, responsibilities, salaries, and work schedules as part of the legal labour contract.

#### 3.5.33 Records of all workers

C	0	r	e

Your company has records of all workers, including contracted workers, that indicate the names of workers, their payment and their working hours.

Year 0

# 3.5.34 Recruitment practices

#### Core

Year 0

If your company actively recruits workers from other regions within your country or from other countries, your company must pay any recruitment or agency and visa fees incurred. Your company must also pay travel costs for these workers to and from their home country or region at the onset and end of their work period, if the work period is less than one year.

# 3.5.35 Worker housing

#### Core

Year 0

If your company provides accommodation (dormitories, housing) for workers, it must be such as to ensure structural safety and reasonable levels of decency, privacy, security and hygiene, and include regular upkeep and improvement to respond to the workers' and their families' basic needs. If sanitary facilities are shared, a reasonable number of toilets and bathing facilities with clean water, per number of users, and according to regional practice, must be available. Accommodation must be located in separate buildings from production areas, storages and warehouses.

Accommodation must be optional for workers and if rent is charged it must not exceed local average, or exceed any benchmark set by local government, if available.

National or state regulation must be complied with in all cases and regional norms should be considered.

#### Guidance: For family housing and dormitories

- · Enough natural light during the daytime and access to sufficient artificial light, to be able to read by;
- Ventilation that ensures sufficient movement of air in all conditions of weather and climate, and in the case where there is an
  interior fire for heating or cooking;
- A supply of safe potable water that is enough for drinking and eating requirements;
- Sanitary facilities that provide privacy, hygiene, and that are sufficient in number;
- Drainage that ensures hygiene and avoids environmental pollution;
- Fire safety measures in place, maintained and operational at all times;
- Safe electrical installations where they exist.

#### For dormitories

- Separate accommodation of the sexes, including transgender people;
- · A separate bed and bed sheets for each worker;
- Adequate headroom, providing full and free movement;
- The minimum inside dimensions of a sleeping space should be at least 198 centimetres by 80 centimetres;
- · Beds should not be arranged in tiers of more than two;
- Bedding and bedframe materials should be designed to deter vermin;

- · Heating where appropriate;
- Adequate furniture for each worker to secure his or her belongings.

In order to meet workers' privacy needs, it is recommended management agrees with the workers on how their privacy requirements can be realised.

For further details on housing conditions, please see the ILO Helpdesk Factsheet No. 6, 2009 on workers housing.

# 3.6 Occupational Health and Safety

**Intent:** This section intends to promote a safe working environment and to prevent work-related accidents by minimizing hazards in the work place. It is based on ILO Conventions C155 (Occupational Safety and Health Convention) and ILO Recommendation R164 (Occupational Safety and Health Recommendation).

This section also intends that the health and welfare of workers is ensured based on ILO C077 and C078 (Medical Examination of Young Persons (Industry and Non-Industrial Occupations) Conventions), C183 (Maternity Protection Convention) and R102 (Welfare Facilities Recommendation).

#### 3.6.1 Occupational Health & Safety

#### Core

#### Year 0

Your company makes work processes, workplaces, buildings, machinery and equipment on the production site as safe as possible, minimizing any inherent risks by appropriate measures and adequate control.

To ensure safety:

- Systems to detect, avoid, or respond to potential threats to the health and safety of workers are established;
- Risk areas and potential hazards are clearly identified by warning signs in appropriate languages and include pictograms if possible;
- Safety instructions and procedures including accident prevention and response are in place and communicated to staff;
- All hazardous machinery and equipment is equipped with adequate safety devices;
- Protective guards are placed over moving parts;
- Safety equipment is provided to all workers who must be instructed and monitored in its proper use;
- Equipment for chemical use is stored properly.

# 3.6.2 Health and Safety Officer

#### Core

#### Year 0

Your company appoints a Health and Safety Officer (H&S Officer) to be in charge of occupational health and safety matters and who reports to senior management.

The H&S Officer must be qualified and adequately trained for the job and equipped with adequate time and resources to carry out duties which include: implementing, suggesting, planning and monitoring measures to improve health and safety on the site and informing and training workers on H&S.

The H&S Officers' duties must be included in their employment contract.

**Guidance:** The H&S Officer is not necessarily hired exclusively for this task and may have other duties and responsibilities within the company.

# 3.6.3 Meetings between Health &Safety Officer & worker representatives

#### Core

The H&S Officer in your company must meet regularly with the trade union/worker representative(s) of the Compliance Committee to discuss health and safety in the workplace.

Year 1

The CC H&S representative actively communicates with all workers on issues of health and safety and makes suggestions for improvements to the H&S Officer.

**Guidance:** The H&S Officer performs duties in close co-operation with the CC committee and evaluates complaints and suggestions for improvements.

# 3.6.4 Health and Safety risk assessments

#### Dev

Your company ensures that regular H&S risk assessments are carried out, and safety measures adapted accordingly.

Year 3

The appointed H&S member of the CC is provided with findings of the risk assessment and suggested measures in order to report back to the CC (see 1.2.1).

**Guidance:** Risk assessments are undertaken by relevant technical experts such as fire- fighting brigades, engineers, technical representatives of machinery suppliers, internal teams (after training and if the company has the capacity), local labour inspectors and in some cases a medical expert.

#### 3.6.5 Fire safety

#### Core

Properly marked fire exits, escape routes, firefighting equipment and appropriate fire alarms for each working area are required.

Year 0

Fire exits and escape routes are kept clear of obstacles, unlocked, and easily openable at all times when workers are present, allowing for swift and safe exit in case of an emergency.

#### 3.6.6 Training on evacuation procedures

## Core

All staff is trained on evacuation procedures, and regular fire safety drills are conducted at least every 6 months and are documented.

Year 0

Evacuation procedures and fire safety drills are conducted according to national legislation where it exists.

#### 3.6.7 Health & Safety instructions in factory

#### Core

Year 0

All information, safety instructions, re-entry intervals and hygiene recommendations regarding hazardous work must be displayed clearly in a visible place in the workplace in the language(s) understood by workers and with pictograms.

Instructions must be in line with technical guidelines provided by machinery and production suppliers, MSDS (Material Safety Data Sheets), and local authorities inspections, (e.g., firefighting brigade, labour inspector). MSDS must fulfil internationally recognised standards –

REACH Regulation (Annex I Requirements for the compilation of safety data sheets Directive EU 453/2010).

## 3.6.8 Training on occupational health and safety

#### Core

#### Year 0

Your company ensures that all workers and their representatives are trained in the basic requirements of occupational health and safety, relevant health protection and first aid immediately before starting any new job.

Regular refresher trainings take place at least once a year. The training includes making workers aware of their right to remove themselves from unsafe situations without being penalized for doing so.

Records are kept of these training activities indicating information on topics, time, duration, names of attendees and trainers.

**Guidance:** The H&S officer is responsible that these trainings take place (see requirement 3.6.2).

## 3.6.9 Trainings on Health & Safety for specific tasks

#### Core

# Year 0

Your company ensures that all workers and their representatives are trained in health and safety matters appropriately for their specific job and task.

All chemical handlers are thoroughly instructed and trained at regular intervals by a recognised institution or by specialists in the safe application and the risks of chemicals. Safety instructions on the label of chemical products are followed. Workers that are engaged in any potentially hazardous work are trained according to the tasks they carry out at least once every year. Records of these training activities are kept indicating information on topics, time, duration, names of attendees and trainers. Training includes proper handling and storing of hazardous waste.

**Guidance:** Hazardous work includes, but is not limited to working with hazardous chemicals, blasting, and cutting, as well as operating machinery. The training covers health and environmental risks of the products workers handle, if applicable, and enables them to take correct emergency actions in case of accident.

## 3.6.10 Health & Safety policy

#### Core

Your company implements an appropriate health and safety policy outlining measures for handling and storing hazardous chemicals.

Year 0

MSDS are maintained for all chemical substances and preparations used.

## 3.6.11 Health & Safety procedures

#### Dev

Year 3

Your company has procedures in place to comply with the Registration, Evaluation, Authorisation and Restriction of chemical (REACH) regulation on the use of chemicals (see requirement 4.1.1).

## 3.6.12 Hazardous work

## Core

The following persons must not be engaged in any potentially hazardous work:

#### Year 0

- People younger than 18 years
- Pregnant or nursing women
- · People with incapacitated mental conditions;
- People with chronic, hepatic or renal diseases, and
- People with respiratory diseases are not allowed to handle or work with hazardous chemicals.

## 3.6.13 Safe, clean and hygienic working areas

Core	All working areas must be free of obvious defects and maintained in a safe, clean and, w	
Year 0	necessary, hygienic condition at all times.	

## 3.6.14 Electrical equipment

Core	All electrical equipment, wiring and outlets must be properly placed, grounded and inspected
Year 0	for overloading and leakage by a professional on a regular basis. Inspection protocols must be available on site and renewed annually.

## 3.6.15 Adequate lighting, heating, ventilation

Core	All workplaces must have adequate lighting, heating, and ventilation and control systems in	
Year 0	place for noise, dust and vibration according to legal requirements.	
Guidance: Different activities require different levels of light. In general, the more detailed the task, the greater the light		

**Guidance:** Different activities require different levels of light. In general, the more detailed the task, the greater the light requirement. For example, a production room should be lit at an illuminance of 300 lux.

## 3.6.16 Personal protective equipment (PPE)

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Core	Your company provides adequate quality personal protective equipment (PPE) to all worke	
Year 0	free of charge and ensures that workers are trained and use the equipment properly.  Replacement stock of proper PPE is always available.	
	Visible signs are posted in the work place displaying appropriate PPE required for each work place or working area.	
	Workers always use such equipment and are monitored accordingly.	
Guidance: This applies to all workers, including temporary workers. Adequate quality protective equipment means items such as		

**Guidance:** This applies to all workers, including temporary workers. Adequate quality protective equipment means items such as gloves, safety glasses and shoes, earplugs or muffs, hard hats, respiratory protection, etc. Equipment that is worn out or damaged must be replaced free of charge.

## 3.6.17 First aid facilities, equipment, staff, boxes and training

Core	Your company provides adequate emergency first aid facilities, equipment and appropriately
Year 0	trained first aid staff to meet all reasonably foreseeable emergency first aid situations.



The H&S Officer must check and restock the first aid boxes at least every two months to ensure that all boxes are complete.

A reasonable number of workers (in relation to the total number of employees and the nature of their work), must receive regular training in first aid.

Guidance: Adequate emergency first aid equipment includes suitably stocked first aid boxes which are quickly accessible at all times.

#### 3.6.18 Reporting accidents and first aid measures

Year 1

The H&S Officer must compile reports on all accidents and subsequent first aid measures that occur in the workplace and in company-controlled residences and property. Reports are provided for risk assessments (1.2.1).

#### 3.6.19 Medical Officer

#### Core

Your company appoints and identifies to the workforce a Medical Officer responsible for healthcare and protection.

Year 0

The Medical Officer is qualified for the job or trained by local medical authorities, such as a trained nurse or health worker. They are responsible for suggesting, planning and monitoring measures to improve medical care and protection of health within the company.

The Medical Officer's duties are included in their employment contract.

**Guidance:** The Medical Officer is not necessarily hired exclusively for this task but may have other duties and responsibilities within the company.

#### 3.6.20 Medical Officer: documentation

Core	
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Year 0

The Medical Officer must maintain complete continuously-updated documentation on work-related illness and accidents, and propose actions to reduce these where possible.

## 3.6.21 Free and regular occupational medical care

#### Dev

Year 3

Your company provides or enables access to free and regular occupational medical care and advice, offered at the workplace at fixed times during working hours, or at the local health centres/hospital.

**Guidance:** Fixed times must be appropriate for allowing all workers consult the Medical Officer. The frequency of the provision is to be agreed upon with workers' representatives.

## 3.6.22 Work-related illness or injury care

C	0	r	e

Year 0

Your company provides appropriate care in case of work-related illness or injury by providing free onsite permanent medical support adequately equipped to deal with accidents or guaranteeing free transportation to the nearest hospital, and follow-up medical treatment.

Guidance: Proposed actions should be based on H&S risk assessments and coordinated with the H&S officer.

## 3.6.23 Examinations by medical doctor

Core
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Your company must offer regular examinations and check-ups by a medical doctor to all workers on a voluntary basis at least every three years.

#### Year 0

Any findings must be communicated to the worker confidentially and in a readily understandable form.

**Guidance:** Medical records should be held confidential by the medical practitioner. Anonymised medical data are to be reported to the employer to be used in managing health and safety. Personal medical information is not to be disclosed to the employer without consent from the employee. Records will be released to the worker or destroyed when the worker leaves employment.

## 3.6.24 Handling of hazardous chemicals and other hazardous work

## Core

#### Year 0

Workers engaged in handling any potentially hazardous chemicals or other hazardous work must be examined regularly, at least once a year, by a medical doctor.

These examinations must be free and confidential to the respective worker. The frequency of examinations depends on the level of exposure to chemicals.

Individual health records must be established for workers at risk due the nature of their job. These records must be kept confidential and management must not have access to them.

#### 3.6.25 Rest areas and canteens

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Your company provides suitable rest areas and canteens, with clean and maintained cooking and food storage facilities where necessary and if requested by workers.

Year 3

Guidance: Rest areas that are separate for men and women should be provided where requested by workers.

#### 3.6.26 Meals provided

Core	
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If meals are provided by the company, it is optional for workers and must be comparable in quality and cost to local conditions.

Year 0

## 3.6.27 Clean drinking water

## Core

Year 0

If clean toilets with hand t ensured by local authorities, your company provides clean drinking water close to the working area of all workers and clearly labelled drinking water facilities as such in the rest or canteen area.

The water quality is monitored by the company and H&S Compliance Committee representative.

## 3.6.28 Toilets, washing facilities & changing rooms

## Core

Year 0

Your company provides clean toilets with hand washing facilities close by, changing rooms for all workers, and clean showers for workers who handle hazardous chemicals. Lockable storage facilities are provided where requested.



Toilets, changing rooms and showers are separate for women and men, and the number of toilets and hand washing facilities are in proportion to the number of workers (minimum proportion is 1:25). Your company also provides clean hand washing facilities close to the canteen. All facilities are cleaned regularly and equipped with covered drains and pipes.

Guidance: You ensure that workers can freely access these facilities at any time.

# 4. Environmental Responsibility

**Intent:** The intent of this chapter is to control chemicals and practices in textile manufacturing in order to reduce the negative impacts on workers and the environment.

## 4.1 Management of hazardous substances

#### 4.1.1 No hazardous substances

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Your company does not use substances and preparations for application in its processes as per the Prohibited Materials List for Textiles (see <a href="mailto:annex1">annex 1</a>).

Year 0

**Guidance:** The PMLT replaces the Prohibited Materials List in the Fairtrade Trader standard for operators certified under the Fairtrade Textile Standard.

The PMLT includes substances classified by the EU as endocrine disruptors, chemicals with specific hazard statements (risk phrases) related to health and environmental hazards, and disperse dyestuffs classified as allergenic.

## 4.1.2 No highly hazardous processes

#### Core

Your company does not apply processes that are highly hazardous for the environment or human health such as:

#### Year 1

- chlorine bleaching;
- cross-linking agents with high formaldehyde levels (see Oeko Tex 100 limits for free formaldehyde);
- Toxic and persistent organic and inorganic textile preservation chemicals (e.g., organic tin compounds, brominated compounds, chlorinated benzenes and toluenes, dieldrin, arsenic, and mercury);
- use of chrom-salts for colour fastness;
- sandblasting and Potassium Permanganate spray for finishing;
- nano-materials (as per GOTS V.4 definition of nano-particles: particles with a size < 100 nm).</li>

**Guidance:** This is an opportunity to discuss requirements and audit results with workers as they are directly involved in handling chemicals and in processes.



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## 4.1.3 Chemical residues testing

#### Core

Your company tests the limit values of the following substances groups:

#### Year 0

alkylphenols, alkylphenol ethoxylates, heavy metals, tinorganic compounds, azo-dyes/aryl amines, chlorophenols, perfluorinated chemicals, phthalates, polycyclic aromatic hydrocarbons and formaldehyde.

Your company uses test methods and methodology defined by <u>Oeko-TEX® Standard 100</u> or equivalent.

**Guidance:** This requirement is only applicable for ready-made/finished products to be labelled under the German Gruener Knopf initiative (<a href="https://www.gruener-knopf.de">www.gruener-knopf.de</a>).

## 4.1.4 Plan to replace hazardous substances

#### Dev

Your company develops and follows a plan, with timelines, to replace the following substances with ecological alternatives:

#### Year 3

- biological active products;
- · PFOS, PFOA;
- non-biodegradable and non-bio eliminable complexing agents, tensides and surfactants;
- PVC in prints and accessories.

You must measure and document the reduction of these substances.

#### 4.2 Wastewater

#### 4.2.1 Waste water treatment

Core
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Year 0

If your company uses wet processing (e. g., desizing, bleaching, mercerizing, dyeing, printing, and other specific treatments where waste water occurs) you treat the waste water to prevent ground water pollution and for pollution control according to national legislation.

Wastewater analyses are performed and documented periodically at normal operating capacity.

## 4.2.2 Measures to reduce water consumption

Year 6

If your company uses wet processing, you develop measures for reduction of water consumption and/or water reuse and document achieved impact.

## 4.3 Emissions to air

## 4.3.1 Emission control techniques

#### Core

#### Year 1

Your company applies appropriate emissions control techniques for any of your company's manufacturing operations that generate air pollutants. Control techniques include: ventilation, absorption, physical and chemical scrubbing, closed-loop-systems for recovery of solvents, noise/odour and vibration reduction equipment. Significant sources of air pollutants are:

- coating and dyeing operations;
- printing;
- drying (fabrics, yarns and prints);
- fibre processing generating dust (bale breakers, automatic feeders, separators and openers, mechanical conveyors, pickers, cards) and spinning;
- combustion sources for power generation and process heating;
- · weaving.

## 4.3.2 Measuring reduction of emissions

Dev	Your company measures the reduction of hazardous and non-hazardous emissions that have
Year 3	been achieved through control techniques in requirement 4.3.1.

## 4.4 Energy Consumption

## 4.4.1 Energy consumption

Your company measures energy consumption and develops a plan for reduction and recovery. Progress should be documented on indicators set by cross unit teams in the factory.

Year 6

You have a system to measure achievements in place.

#### 4.5 Waste

#### 4.5.1 Waste collection and separation

Year 0

Your company collects and separates waste according to local requirements. Waste must be properly disposed in municipal garbage collection systems where available.

## 4.5.2 Cleaning, storing and disposal of hazardous waste

## Core

Year 0

Your company **does not reuse** empty hazardous chemical containers for water or food storage. Empty containers **are triple rinsed** and the rinse water **is used** in the mix of pesticides to be applied. Once triple rinsed, empty containers **are punctured** and **stored** while awaiting disposal. All waste equipment that has been in contact with pesticides or hazardous chemicals **is cleaned** and **stored** in a proper way.

**Guidance:** Stored in a proper way means to reduce risk of hazards by keeping away from people, animals and water sources. 'Waste equipment' refers to other waste material that has been in contact with hazardous chemicals, such as personal protection equipment (PPE), filters, measuring and application equipment. The company is encouraged to contact chemical suppliers and/or local authorities for disposing of these materials.

## 4.5.3 Waste management plan

## Core

Your company has a waste management plan that includes strategies in waste reduction, recycling, reuse and disposal alternatives.

Year 1

This plan establishes timelines by when the company will identify the main wastes, ways to reduce and reuse them if applicable, and to dispose of them in the best available way.

**Guidance:** Your company is encouraged to participate in a regional program for waste management and to update its strategies based on changes in regional alternatives. All potential sources of waste should be identified. Prioritization within the management plan shall be based on toxicity of wastes and estimated volumes and other applicable criteria. The plan should include collection and disposal alternatives for hazardous and non-hazardous waste and for any materials that can be effectively recycled. Alternatives may depend on availability in the region.

## 4.5.4 Hazardous waste

## Core

If your company generates hazardous waste or waste classified as special waste, you follow national and local legislation to avoid any pollution of ground water and air.

Year 0

Your company keeps the production site free of hazardous waste. Designated areas for the storage and disposal of hazardous waste exist and are used regularly. Risk of pollution from areas for storage and disposal of hazardous waste is minimized or eliminated.

#### 4.5.5 Waste reduction measures

Dev	Your company develops measures for waste reduction and documents the reduction of the
Year 3	waste.

# 4.6 Environmental management system

#### 4.6.1 Measurement and environmental control

Core	Your company develops a system for measurement, control and evaluation of environmental
Year 1	hazards and pollution load. Responsibilities and operating procedures must be defined and agreed to by top management.

#### 4.6.2 Environmental officer

Core Year 1	Your company appoints an Environmental Officer with relevant expertise to be responsible to lead the operational steps required to comply with the requirements in chapter 4, Environmental Responsibility.
	The Environmental Officer meets regularly with the CC to inform on findings and any risks of an environmental nature in the work place.
Guidance master or	Relevant experience includes holding positions such as environmental engineer, production manager, dye house similar.

## 4.6.3 Awareness raising on environmental responsibility

Dev	The company defines and implements a procedure to raise awareness among workers in
Year 3	relation to the requirements in chapter 4, Environmental Responsibility.

# 5. Trade

**Intent:** This chapter outlines the rules you need to comply with when you buy and sell Fairtrade certified textile products and Fairtrade cotton for use in a Fairtrade certified supply chain.

## 5.1 Traceability

**Intent:** To ensure that finished textile product carrying the Fairtrade Production mark has been produced under Fairtrade terms at every stage in the supply chain.

For documentary traceability requirements 2.1.1 and 2.1.2 in the Fairtrade Trader Standard apply to all manufacturers under this standard.

Additionally, for products with **physically traceable Fairtrade cotton**, **requirements 2.1.3- 2.1.7** in the **Fairtrade Trader Standard** apply. See below in section 5.2 on Product Composition and Sourcing for more details.

For products with cotton supplied through the Fairtrade Sourcing Program (FSP), requirements 2.1.8-2.1.11 and 2.1.3 in the Fairtrade Trader Standard and 2.1.1-2.1.3 in the Fibre Crop Standard apply.

## 5.2 Product Composition and Sourcing

**Intent:** The requirements in this section outline the product composition rules for textile goods produced under Fairtrade conditions. Goods produced in Fairtrade certified textile supply chains may be made of 100% Fairtrade cotton, Fairtrade cotton blended with other non-cotton fibres, or made with responsible fibres that meet applicable <u>Fairtrade responsible fibre criteria</u>. There are different rules regarding use of the Fairtrade Mark, claims, and references to Fairtrade depending on the composition of a product.

Requirements in this section apply to the essential parts of the textile product/garment and include fabric, lining, and filling.

## 5.2.1 Products with 100% Fairtrade cotton

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A 100% Fairtrade cotton product is made of pure cotton which is sourced solely from Fairtrade certified producer organisations.

Year 0

Guidance: The following exclusions apply for the following non-essential components:

- edgings and trimmings which are not an integral part of the product. Filling is considered to be an essential component rather than a trim and therefore not excluded:
- · buttons and buckles which are covered with textile materials;
- · accessories, decorations, ribbons, threads/bands added at specific/limited points of the product;
- · pocket linings and constructed waistbands;
- · stitching.

When the items are manufactured in supply chains that are certified at all stages against the Fairtrade Textile Standard with 100 % Fairtrade cotton, the FAIRTRADE Textile Production Mark and the FAIRTRADE Cotton Mark may be used.

#### 5.2.2 Blended products containing Fairtrade cotton and other non-cotton fibres

#### Core

Year 0

Blended products with Fairtrade cotton are made up of at least 50% Fairtrade cotton, and blended with fibres other than cotton. The cotton in the product is sourced solely from Fairtrade certified producer organizations. For workwear and uniforms Fairtrade cotton constitutes at least 30% of the finished product.

**Guidance:** Fibres "other than cotton" can include synthetic, man-made or natural fibres. This requirement covers products made with Fairtrade cotton blended with other non-cotton fibres or yarns, e.g., poly-cotton pillowcases and T-shirts, cotton-lycra jeans, cotton-wool socks.

Fairtrade acknowledges that, for functional reasons, the composition of the finished product can be achieved in different ways, either by blending the fibres and/or mixing the yarns of different composition and both methods are allowed under this requirement. This requirement is set based on the finished composition of the fabric.

When the items are manufactured in supply chains that are certified at all stages against the Fairtrade Textile Standard with Fairtrade cotton, the FAIRTRADE Textile Production Mark and the FAIRTRADE Cotton Mark may be used.

## 5.2.3 Products containing responsible fibres other than Fairtrade cotton

Core

Year 0

Products made with non-Fairtrade fibres may be sold under Fairtrade terms as a Fairtrade Textile as long as the fibre and scheme behind it meet Fairtrade's responsible fibre criteria, are included on the <u>Fairtrade responsible fibre list</u>, and the fibre is processed in a fully Fairtrade certified supply chain from ginning stage onward. The responsible fibre content rules from the approved fibre scheme apply in this category.

**Guidance:** Fibre content rules may differ from one scheme to another, therefore the rules from each approved scheme apply for products containing responsible fibres. A fibre is a natural or man-made substance that can be spun into filament, thread, or rope and in a next step be woven, knitted, matted, or bound. The Fairtrade responsible fibre criteria are provided in annex 2.

When items made with Fairtrade approved responsible fibres are manufactured in supply chains that are certified at all stages against the Fairtrade Textile Standard, the FAIRTRADE Textile Production Mark may be used together with the applicable responsible fibre label.

#### 5.2.4 Multi-component textiles and non-textile products with Fairtrade cotton

Core

Year 0

For "Fairtrade cotton multi-component textiles and non-textile products" the cotton content of the product must be 100% Fairtrade cotton. Blended cotton or other responsible fibres may not be used in a multi-component product when using the FAIRTRADE Cotton Mark.

If multi-component textiles and non-textile products are produced using other responsible fibres, requirement 5.2.3 applies.

**Guidance:** The category multi-component textiles and non-textile products covers products made of cotton fabrics with fabrics of other compositions and includes:

- filled products, e.g., pillows and duvets (with a 100% cotton cover and polyester filling);
- non-filled products, for example, cotton T-shirts with silk panels/appliqués or a cotton jacket with silk lining;
- products made up of cotton parts combined with non-textile parts such as leather, wood, feathers or metal. Examples of such products include cotton canvas trainers and garden parasols.

When the items are manufactured in supply chains that are certified at all stages against the Fairtrade Textile Standard with Fairtrade cotton, the FAIRTRADE Textile Production Mark and the FAIRTRADE Cotton Mark may be used.

#### 5.3 Contracts

**Intent:** To ensure transparency in trading relationships between the suppliers throughout the complete textile supply chain, as well as to the brand owner who is the buyer responsible for the purchase order. Contracts set the framework for Fairtrade trade operations.

#### 5.3.1 Trade with Fairtrade affiliated partners

Core

Year 0

To maintain a fully certified supply chain for a product and for use of the Fairtrade Mark (see section 5.5) you sell only to entities that are either certified against Fairtrade Standards or have a contract with Fairtrade International or a National Fairtrade Organization.

If you transfer goods through an agent who takes ownership of the product, that agent must have a Fairtrade International ID.

# 5.3.2 Purchase contracts between suppliers and buyers

Core

## Year 0

You sign binding purchase contracts with your suppliers and buyers when applicable, or their agents on their behalf, to ensure responsible purchasing practices. Contracts follow industry regulations, and at a minimum clearly indicate:

- agreed volumes;
- quality;
- prices that allow for paying living wages within parameters of this Standard (see 3.5.2);
- payment terms that are transparent and traceable;
- feasible lead times;
- procedures in case of quality problems;
- terms of delivery using international commercial terms (Incoterms);
- definition or mentioning of "Force Majeure";
- · agreement on applicable jurisdiction; and
- a dispute resolution mechanism to resolve conflicts.

**Guidance:** Feasible lead times are negotiated between suppliers and support reasonable working hours and avoid overtime for workers in supplier operations and outsourcing.

## 5.4 Purchasing seed cotton

**Intent:** This section covers the purchase of Fairtrade certified seed cotton and is applicable only to buyers of Fairtrade cotton for use in a Fairtrade Textile supply chain.

Seed Cotton is the seeds and fibre of all commercially grown species of the cotton plant: Gossypium hirsutum (upland cotton), Gossypium herbaceum, Gossypium arboretum, and Gossypium barbadense (e.g., PIMA, Giza).

## 5.4.1 Product Sourcing

Applies to: Fairtrade cotton buyer

#### Core

Except where specifically provided in this standard, all cotton in Fairtrade traceable cotton products must be sourced originally from certified producers.

Year 0

Where there is insufficient availability of Fairtrade cotton combers, it is permitted to make cotton wool pads out of up to 20% non-Fairtrade cotton combers, provided that the manufacturer subsequently purchases an equivalent volume of Fairtrade cotton and uses it in the manufacture of a non-Fairtrade product. Any such substitution must be clearly reported in the quarterly flow of goods report.

## 5.4.2 Women growers

Applies to: Fairtrade cotton buyer

Core

In case of women growers, payments are made directly to the woman (not to the husband or male partner).

Year 0

## 5.4.3 Sourcing plan

Applies to: Fairtrade cotton buyer

Core

Sourcing Plans must cover each harvest. Sourcing plans must be renewed a minimum of three months before they expire.

Year 0

## 5.4.4 Buying Fairtrade eligible cotton

Applies to: Fairtrade cotton buyer

#### Core

Year 0

Buyers of seed cotton may buy seed cotton as Fairtrade eligible (see definitions), and sell the lint or derived products as Fairtrade provided that the conditions below are met:

- To be Fairtrade eligible, the seed cotton has to have been produced as Fairtrade.
- When the buyer of Fairtrade eligible seed cotton sells cotton lint or derived products
  as Fairtrade, the buyer must notify the supplying producers within 15 days of the sale.
  The buyer must inform each of the supplying producers of the volumes of their
  Fairtrade eligible seed cotton sold as Fairtrade, of the corresponding Fairtrade price
  adjustment (the difference between the market price and the Fairtrade Price, if
  applicable), and of the Fairtrade Premium due.
- When the buyer of Fairtrade eligible seed cotton sells only a certain percentage of the total Fairtrade eligible seed cotton as Fairtrade, then this percentage is applied to each producer's supplied volume, and the Premium and price adjustment (if applicable) are calculated pro rata. If the second buyer (the buyer of the cotton lint or derived product) requests in writing for cotton from a specific producer, the Fairtrade price adjustment and Premium is to be paid to that specific producer.

**Guidance:** For example: 2 producers supply their Fairtrade eligible seed cotton to the same buyer, whereby producer A supplies 100 MT and producer B supplies 200 MT. (The second buyer did not request in writing for cotton from a specific producer). Out of the total 300MT, the buyer only sells 30 MT on as Fairtrade (10% of the total Fairtrade eligible volume supplied). Then it is considered that 10% of each producer's volume has been sold as Fairtrade. Producer A will receive Premium and price adjustment calculated on 10MT (10% of 100 MT) and producer B on 20 MT (10% of 200 MT).

The buyer of Fairtrade eligible seed cotton must transfer the corresponding Fairtrade Premium and price adjustment to producers according to requirement 5.4.9

#### 5.4.5 Pre-finance

Applies to: Fairtrade cotton buyer

Core

Year 0

On request from the producer, the Fairtrade payer makes up to 60% of the value of the contract available as pre-finance to the producer at any time after signing the contract. The pre-finance must be made available at least six weeks prior to shipment.

Contract Production operators should refer to the Contracts chapter A.2.3 of the Contract Production Standard.

#### 5.4.6 Pricing for seed cotton from contract production

Applies to: Fairtrade cotton buyer

C	0	r	е
_	_	-	-

Year 0

In the case of contract production (in India and Pakistan), the Fairtrade Minimum Price is the Minimum Price paid by the promoting body to the registered producers. The promoting body can deduct Direct Fairtrade Costs amounts of up to a maximum of EUR 0.04 per kg from the Minimum Price or market price (whichever is higher), and pay at least the remaining amount to the individual farmers.

## 5.4.7 Staple length based Prices for South Asia

#### Applies to: Fairtrade cotton buyer

#### Core

Year 0

For South Asia, the Fairtrade minimum prices for *Gossypium hirsutum, Gossypium herbaceum* and *Gossypium arboreum*is are set according to staple length categories (see table of Fairtrade Minimum Prices). In the case of India, these categories are based on the classification system defined by the Cotton Corporation of India:

- The Fairtrade Minimum Prices for staple lengths of 25mm and longer refer to Medium Long Staple varieties (25mm to 27mm), to Long Staple varieties (27.5mm to 32mm) and to Extra Long Staple (32.5mm and above).
- The Fairtrade Minimum Prices for staple lengths of 24.5mm and shorter refer to Short Staple varieties (20mm and below) and Medium Staple varieties (20.5mm to 24.5mm).

## 5.4.8 Payment Terms

Applies to: Fairtrade cotton buyer

Core

Payment must be made upon receipt of the product.

Year 0

## 5.4.9 Late payment

#### Applies to: Fairtrade cotton buyer

#### Core

Year 0

For contracts involving Fairtrade payers, producers and conveyors, the conveyor must transfer the Fairtrade Premium and the price adjustment (where applicable) within 30 days following the end of each quarter as follows:

By April 30th, transfer of all Fairtrade Premium received in quarter 1;

By July 31st, transfer of all Fairtrade Premium received in quarter 2;

By October 30th, transfer of all Fairtrade Premium received in quarter 3;

By January 31st, transfer of all Fairtrade Premium received in quarter 4 (of the previous year).

## 5.5 Use of Fairtrade trademarks and communication

Intent: To ensure that the Fairtrade Mark, claims, and reference to Fairtrade are used appropriately.

Requirements for use of the FAIRTRADE trademark are outlined in the Fairtrade Trader Standard section 1.2 (requirements 1.2.1 - 1.2.3), and applicable "Trademark use Guidelines". For details on using

the Fairtrade Textile Production mark, please contact your local National Fairtrade Organization or Fairtrade International at <a href="mailto:artwork@fairtrade.net">artwork@fairtrade.net</a>.

## 5.6 Requirements for brand owners

**Intent:** The following requirements apply to buyers of textiles produced under Fairtrade terms. The buyer is the brand owner that initiates a purchase order and is committed to fulfil the requirements in this section but is not certified against them.

#### 5.6.1 Contract with an NFO or Fairtrade International

Applies to: brand owners

You have a contractual relationship with a national Fairtrade organization or with Fairtrade International that communicates publically on your commitment to Fairtrade.

## 5.6.2 Contract with Fairtrade supplier

## Applies to: brand owners

You have a binding legal contract with your supplier, or agent on the behalf of your supplier, which supports their compliance with the Fairtrade Textile Standard and maintains responsible purchasing practices. The contract includes the following:

- · agreed volumes;
- quality;
- prices that allow for paying living wages within parameters of this Standard with the portion for living wages clearly marked;
- payment terms that are transparent and traceable;
- feasible lead times;
- · procedures in case of quality problems;
- terms of delivery using international commercial terms (Incoterms);
- definition or mentioning of "Force Majeure";
- · agreement on applicable jurisdiction; and
- an alternative dispute resolution mechanism to resolve conflicts.

If you are represented by an agent you are responsible for signing and fulfilling the contract with the supplier.

You do not change the terms of the contract once the contract is executed.

**Guidance:** Feasible lead times are negotiated between supplier and buyer and support reasonable working hours and avoid overtime for workers in supplier operations.

#### 5.6.3 Long-term commitments

#### Applies to: brand owners

You have a long term commitment with your suppliers, so they can in turn have long-term contracts with their suppliers.



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**Guidance:** The intent is to promote long-term relationships and to enable producers to plan ahead. In this context long-term means 2 years or more.

# 5.6.4 Increasing Fairtrade cotton content

Applies to: brand owners

You set up a plan demonstrating how you increase the Fairtrade cotton content in your line.

# Annex 1 Prohibited Materials List for Textiles (PMLT)

This list comprises substances that are not allowed for use in Fairtrade textile production.

Production includes any activity that operators certified under the Fairtrade Textile Standard are involved in such as post-harvest treatment, dyeing, production processes, storage and transportation. The substances are prohibited for use in order to reduce the negative health impacts on workers and the environment.

The list includes substances of very high concern (SVHC) which are carcinogenic and highly toxic substances and substances that, according to current scientific knowledge, may be injurious to human health and reproduction. They may have serious effects on the environment. This list replaces the Prohibited Materials List in the Fairtrade Trader standard for operators certified under the Fairtrade Textile Standard.

## The structure of the list

The list contains the following information:

Substance: specifies the name of the material organized in the following sub-categories:

Chemical Abstract Service (CAS)<sup>3</sup> registry number is provided as reference. CAS is a comprehensive registry over chemical substance information.

Reference list: The list shows in three columns the international lists and regulations that reflect substances of very high concern to human health and the environment. These include:

- REACH<sup>4</sup>: Regulation 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, and its amendment (EC) 552/2009. This includes the 'candidate list of substances of very high concern for authorisation' of the European Chemicals Agency (ECHA).
- OEKO-TEX®<sup>5</sup>: A test and certification system is for all types of textiles tested for harmful substances. The Oeko-Tex 100 Standard is centrally issued by the International Association for Research and Testing in the Field of Textile Ecology Textile (Zurich).
- GOTS<sup>6</sup>: Global Organic Textile Standard prohibited substance lists.

The list is organized by category as follows:

- Substances of very high concern according to REACH
- Endocrine disruptors
- Dyestuffs and pigments classified as carcinogenic
- Dyestuffs classified as allergenic
- Carcinogenic Aryl amines, which can be formed through cleavage of one or more azo bonds of azo dyes
- Additional Biocides used in textile production

<sup>&</sup>lt;sup>3</sup> www.cas.org/content/chemical-substances

<sup>&</sup>lt;sup>4</sup> ec.europa.eu/enterprise/sectors/chemicals/reach/index\_en.htm

www.oeko-tex.com/en/manufacturers/concept/oeko\_tex\_standard\_100/oeko\_tex\_standard\_100.xhtml

<sup>&</sup>lt;sup>6</sup> www.global-standard.org/images/GOTS\_Version4-01March2014.pdf



		Reference list of prohibited materials		
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
Substances of very high concern according to REACH				
4,4'- Diaminodiphenylmethane (MDA)	101-77-9	Х	Х	Х
$ [4-[[4-anilino-1-naphthyl]][4-(dimethylamino)phenyl]methylene]cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) [with $\geq 0.1\%$ of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]                                    $	2580-56-5	X	х	Х
[4-[4,4'-bis(dimethylamino) benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	548-62-9	x	x	Х
[Phthalato(2-)]dioxotrilead	69011-06-9	Х	Х	Х
1-bromopropane (n-propyl bromide)	106-94-5	Х	Х	Х
1-Methyl-2-pyrrolidone (NMP)	872-50-4	Х	Х	х
1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich	71888-89-6	Х	х	х
1,2-Benzenedicarboxylic acid, di C6 - C10 alkylesters; 1,2-benzenedicarboxylic acid, mixed decyl octyl and hexyl diesters with ≥ 0.3% of dihexyl phthalate	68515-51-5 68648-93-1	Х	Х	Х
1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters	68515-42-4	Х	Х	Х
1,2-Benzenedicarboxylic acid, dihexylester, branched and linear	68515-50-4	Х	Х	Х
1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0	Х	х	х
1,2-bis(2-methoxyethoxy)ethane (TEGDME,triglyme)	112-49-2	Х	Х	х
1,2-Dichloroethane	107-06-2	Х	Х	Х
1,2-Diethoxyethane	629-14-1	Х	Х	Х
1,2-dimethoxyethane,ethylene glycol dimethyl ether (EGDME)	110-71-4	Х	Х	Х
1,2,3-trichloropropane	96-18-4	Х	Х	Х
1,3,5-Tris(oxiran-2-ylmethyl)-1,3,5-triazinane-2,4,6-trione (TGIC)	2451-62-9	Х	Х	х
1,3,5-tris[(2S and 2R)-2,3-epoxypropyl]-1,3,5-triazine-2,4,6-(1H,3H,5H)-trione ( $\beta$ -TGIC)	59653-74-6	Х	Х	X
2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	25973-55-1	Х	Х	Х
2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	3846-71-7	Х	Х	Х
2-Ethoxyethanol	110-80-5	Х	х	х
2-Ethoxyethyl acetate	111-15-9	Х	х	х
2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4- stannatetradecanoate (DOTE)	15571-58-1	х	х	Х
2-Methoxyaniline,o-Anisidine	90-04-0	Х	Х	Х
2-Methoxyethanol	109-86-4	Х	Х	Х
2,2'-dichloro-4,4'-methylenedianiline	101-14-4	Х	Х	х
2,4-Dinitrotoluene	121-14-2	Х	Х	х
3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	143860-04-2	Х	Х	х
4-(1,1,3,3-tetramethylbutyl)phenol	140-66-9	Х	Х	х
4-(1,1,3,3-tetramethylbutyl)phenol, ethoxylated [covering well-defined substances and UVCB substances, polymers and homologues]	-	Х	Х	х
4-Aminoazobenzene	60-09-3	Х	Х	Х
4-methyl-m-phenylenediamine (toluene-2,4-diamine)	95-80-7	Х	Х	Х



		Reference	list of prohibit	ed materials
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
4-Nonylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof]	-	Х	х	Х
4-Nonylphenol, branched and linear, ethoxylated [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, ethoxylated covering UVCB- and well-defined substances, polymers and homologues, which include any of the individual isomers and/or combinations thereof]	-	X	X	х
4,4'-bis(dimethylamino)-4"-(methylamino)trityl alcohol [with ≥ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	561-41-1	Х	х	X
4,4'-bis(dimethylamino)benzophenone (Michler's ketone)	90-94-8	Х	х	Х
4,4'-methylenedi-o-toluidine	838-88-0	Х	х	Х
4,4'-oxydianiline and its salts	101-80-4	Х	х	Х
5-tert-butyl-2,4,6-trinitro-m-xylene (Musk xylene)	81-15-2	Х	х	Х
6-methoxy-m-toluidine (p-cresidine)	120-71-8	Х	х	Х
Acetic acid, lead salt, basic	51404-69-4	Х	х	Х
Acids generated from chromium trioxide and their oligomers. Names of the acids and their oligomers: Chromic acid, Dichromic acid, Oligomers of chromic acid and dichromic acid.	7738-94-5 13530-68-2	X	X	X
Acrylamide	79-06-1	Х	Х	Х
Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	85535-84-8	х	х	Х
Ammonium dichromate	7789-09-5	х	х	Х
Ammonium pentadecafluorooctanoate (APFO)	3825-26-1	Х	Х	Х
Anthracene	120-12-7	Х	Х	Х
Anthracene oil	90640-80-5	х	х	Х
Anthracene oil, anthracene paste	90640-81-6	Х	Х	Х
Anthracene oil, anthracene paste, anthracene fraction	91995-15-2	х	х	Х
Anthracene oil, anthracene paste, distn. lights	91995-17-4	Х	Х	Х
Anthracene oil, anthracene-low	90640-82-7	Х	Х	Х
Arsenic acid	7778-39-4	Х	Х	Х
Benzyl butyl phthalate (BBP)	85-68-7	Х	Х	Х
Biphenyl-4-ylamine	92-67-1	Х	Х	Х
Bis (2-ethylhexyl)phthalate (DEHP)	117-81-7	Х	Х	Х
Bis(2-methoxyethyl) ether	111-96-6	Х	Х	Х
Bis(2-methoxyethyl) phthalate	117-82-8	Х	Х	Х
Bis(pentabromophenyl) ether (decabromodiphenyl ether) (DecaBDE)	1163-19-5	х	х	Х
Bis(tributyltin) oxide (TBTO)	56-35-9	Х	Х	Х
Boric acid	10043-35-3 11113-50-1	Х	Х	Х
Cadmium	7440-43-9	х	х	Х
Cadmium chloride	10108-64-2	х	х	Х
Cadmium fluoride	7790-79-6	Х	х	х



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		Reference list of prohibited materials		
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
Cadmium oxide	1306-19-0	Х	Х	Х
Cadmium sulphate	10124-36-4 31119-53-6	х	Х	Х
Cadmium sulphide	1306-23-6	Х	Х	Х
Calcium arsenate	7778-44-1	Х	Х	Х
Chromium trioxide	1333-82-0	Х	Х	Х
Cobalt dichloride	7646-79-9	Х	Х	Х
Cobalt(II) carbonate	513-79-1	Х	Х	Х
Cobalt(II) diacetate	71-48-7	Х	Х	Х
Cobalt(II) dinitrate	10141-05-6	Х	Х	Х
Cobalt(II) sulphate	10124-43-3	Х	Х	Х
Cyclohexane-1,2-dicarboxylic anhydride [1], cis-cyclohexane-1,2-dicarboxylic anhydride [2], trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry]	85-42-7 13149-00-3 14166-21-3	X	X	х
Diarsenic pentaoxide	1303-28-2	Х	X	Х
Diarsenic trioxide	1327-53-3	Х	X	Х
Diazene-1,2-dicarboxamide (C,C'-azodi(formamide)) (ADCA)	123-77-3	Х	X	Х
Diboron trioxide	1303-86-2	Х	X	Х
Dibutyl phthalate (DBP)	84-74-2	Х	X	Х
Dibutyltin dichloride (DBTC)	683-18-1	Х	X	Х
Dichromium tris(chromate)	24613-89-6			
Diethyl sulphate	64-67-5	Х	Х	Х
Dihexyl phthalate	84-75-3	Х	X	Х
Diisobutyl phthalate	84-69-5	Х	Х	Х
Diisopentylphthalate	605-50-5	Х	Х	Х
Dimethyl sulphate	77-78-1	Х	Х	Х
Dinoseb (6-sec-butyl-2,4-dinitrophenol)	88-85-7	Х	X	Х
Dioxobis(stearato)trilead	12578-12-0	Х	X	Х
Dipentyl phthalate (DPP)	131-18-0	Х	X	Х
Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	573-58-0	X	X	х
Disodium 4-amino-3-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo] -5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate (C.I. Direct Black 38)	1937-37-7	Х	Х	Х
Disodium tetraborate, anhydrous	1303-96-4 1330-43-4 12179-04-3	Х	Х	Х
Fatty acids, C16-18, lead salts	91031-62-8	Х	Х	Х
Formaldehyde, oligomeric reaction products with aniline	25214-70-4	Х	х	х
Formamide	75-12-7	Х	х	х
Furan	110-00-9	Х	х	х
Henicosafluoroundecanoic acid	2058-94-8	Х	Х	Х

		Reference	list of prohibit	ed materials
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
Heptacosafluorotetradecanoic acid	376-06-7	Х	Х	Х
Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified: Alpha-hexabromocyclododecane Beta-hexabromocyclododecane Gamma-hexabromocyclododecane	25637-99-4 3194-55-6 134237-50-6 134237-51-7 134237-52-8	х	х	х
Hexahydromethylphthalic anhydride [1], Hexahydro-4-methylphthalic anhydride [2], Hexahydro-1-methylphthalic anhydride [3], Hexahydro-3-methylphthalic anhydride [4] [The individual isomers [2], [3] and [4] (including their cis- and trans- stereo isomeric forms) and all possible combinations of the isomers [1] are covered by this entry]	25550-51-0 19438-60-9 48122-14-1 5711029-9	Х	Х	х
Hydrazine	302-01-2 7803-57-8	Х	X	Х
Imidazolidine-2-thione (2-imidazoline-2-thiol)	96-45-7	Х	Х	Х
Lead bis(tetrafluoroborate)	13814-96-5	Х	Х	х
Lead chromate	7758-97-6	Х	Х	х
Lead chromate molybdate sulphate red (C.I. Pigment Red 104)	12656-85-8	Х	Х	Х
Lead cyanamidate	20837-86-9	Х	Х	Х
Lead di(acetate)	301-04-2	Х	Х	Х
Lead diazide, Lead azide	13424-46-9	Х	Х	Х
Lead dinitrate	10099-74-8	Х	Х	Х
Lead dipicrate	6477-64-1	Х	Х	Х
Lead hydrogen arsenate	7784-40-9	Х	Х	Х
Lead monoxide (lead oxide)	1317-36-8	Х	Х	Х
Lead oxide sulfate	12036-76-9	Х	Х	Х
Lead styphnate	15245-44-0	Х	Х	Х
Lead sulfochromate yellow (C.I. Pigment Yellow 34)	1344-37-2	Х	х	Х
Lead titanium trioxide	12060-00-3	Х	Х	Х
Lead titanium zirconium oxide	12626-81-2	Х	Х	Х
Lead(II) bis(methanesulfonate)	17570-76-2	Х	Х	Х
Methoxyacetic acid	625-45-6	Х	Х	Х
Methyloxirane (Propylene oxide)	75-56-9	Х	Х	Х
N-methylacetamide	79-16-3	Х	х	х
N-pentyl-isopentylphthalate	776297-69-9	Х	х	х
N,N-dimethylacetamide	127-19-5	Х	х	х
N,N-dimethylformamide	68-12-2	Х	Х	х
N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base)	101-61-1	Х	Х	х
o-aminoazotoluene	97-56-3	Х	Х	х
o-Toluidine	95-53-4	Х	Х	х
Orange lead (lead tetroxide)	1314-41-6	Х	Х	Х
Pentacosafluorotridecanoic acid	72629-94-8	Х	Х	х
Pentadecafluorooctanoic acid (PFOA)	335-67-1	Х	Х	Х
Pentalead tetraoxide sulphate	12065-90-6	Х	Х	х
Pentazinc chromate octahydroxide	49663-84-5	Х	Х	х

		Reference list of prohibited materials		
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
Phenolphthalein	77-09-8	х	х	х
Pitch, coal tar, high temp.	65996-93-2	Х	х	х
Potassium chromate	7789-00-6	Х	Х	Х
Potassium dichromate	7778-50-9	Х	х	х
Potassium hydroxyoctaoxodizincatedichromate	11103-86-9	Х	х	Х
Pyrochlore, antimony lead yellow	8012-00-8	Х	х	Х
reaction mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (reaction mass of DOTE and MOTE <sup>7</sup> )	-	X	Х	X
Silicic acid (H <sub>2</sub> Si <sub>2</sub> O <sub>5</sub> ), barium salt (1:1), lead-doped[with lead (Pb) content above the applicable generic concentration limit for 'toxicity for reproduction' Repr. 1A (CLP) or category 1 (DSD),the substance is a member of the group entry of lead compounds, with index number 082-001-00-6 in Regulation (EC) No 1272/2008]	68784-75-8	Х	Х	Х
Silicic acid, lead salt	11120-22-2	X	Х	x
Sodium chromate	7775-11-3	Х	Х	х
Sodium dichromate	7789-12-0 10588-01-9	Х	Х	х
Sodium perborate, perboric acid, sodium salt	EC number: 239-172-9, 234-390-0	X	Х	х
Sodium peroxometaborate	7632-04-4	Х	х	х
Strontium chromate	7789-06-2	Х	х	х
Sulfurous acid, lead salt, dibasic	62229-08-7	Х	х	х
Tetraboron disodium heptaoxide, hydrate	12267-73-1	Х	х	х
Tetraethyllead	78-00-2	Х	х	х
Tetralead trioxide sulphate	12202-17-4	Х	х	х
Trichloroethylene	79-01-6	Х	х	х
Tricosafluorododecanoic acid	307-55-1	Х	х	х
Triethyl arsenate	15606-95-8	Х	х	х
Trilead bis(carbonate) dihydroxide	1319-46-6	Х	Х	х
Trilead diarsenate	3687-31-8	Х	х	х
Trilead dioxide phosphonate	12141-20-7	Х	х	х
Tris(2-chloroethyl)phosphate	115-96-8	Х	х	х
Trixylyl phosphate	25155-23-1	Х	х	х
Zirconia Aluminosilicate Refractory Ceramic Fibres are fibres covered by index number 650-017-00-8 in Annex VI, part 3, table 3.1 of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, and fulfil the three following conditions: a) oxides of aluminium, silicon and zirconium are the main components present (in the fibres) within variable concentration ranges b) fibres have a length weighted geometric mean diameter less two standard geometric errors of	-	х	x	X

<sup>&</sup>lt;sup>7</sup> http://echa.europa.eu/documents/10162/a410b50c-11f9-49ca-9e8f-54f2a674b032



		Reference	list of prohibit	ed materials
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
passor less micrometres (µm). c) alkaline oxide and alkali earth oxide (Na2O+K2O+CaO+MgO+BaO) content less or equal to 18% by weight				
$α$ , $α$ -Bis[4-(dimethylamino)phenyl]-4 (phenylamino)naphthalene-1-methanol (C.I. Solvent Blue 4) [with $\ge$ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	6786-83-0	X	X	Х
Benzene	71-43-2	Х	Х	Х
Polychlorinatedterphenyls(PCTs)	-	Х	Х	Х
Tris (2,3 dibromopropyl) phosphate	126-72-7	Х	Х	Х
Tris(aziridinyl)phosphinoxide	545-55-1	Х	Х	Х
Polybromobiphenyls; Polybromi natedbiphenyls (PBB)	59536-65-1	Х	Х	Х
2-Naphthylamine	91-59-8	Х	Х	Х
Benzidine	92-87-5	х	Х	Х
4-Nitrobiphenyl	92-93-3	Х	Х	Х
Di-μ-oxo-di-n-butylstanniohydroxyborane/ Dibutyltin hydrogen borate C8H19BO3Sn (DBB)	75113-37-0	Х	Х	х
Pentachlorophenol (PCP)	87-86-5	Х	Х	Х
Di-"isononyl" phthalate (DINP)	28553-12-0	Х	Х	Х
	68515-48-0	Х	Х	Х
Di-"isodecyl" phthalate (DIDP)	26761-40-0	Х	Х	Х
	68515-49-1	Х	Х	Х
Di-n-octyl phthalate (DNOP)	117-84-0	Х	Х	Х
Methylenediphenyl diisocyanate (MDI)	26447-40-5	Х	Х	Х
Endocrine disruptors				
Chlordane	57-74-9			х
Chlorothalonil	1897-45-6			Х
Chlorpyrifos	2921-88-2			Х
DDT	50-29-3			Х
Heptachlor	76-44-8			Х
Hexachlorobenzene	118-74-1			Х
Maneb	12427-38-2			Х
Parathion	56-38-2			Х
Methoxychlor	72-43-5			Х
Tributyltin oxide	56-35-9			Х
Vinclozolin	50471-44-8			Х
Aroclor 1221	11104-28-2			Х
Bisphenol A	80-05-7			Х
Genistein	446-72-0			Х
Diethylstilbestrol	56-53-1			Х
Dioxin	9014-42-0			Х
4-methylbenzylidene	36861-47-9			Х
Methylparaben	99-76-3			Х
Nicotin	22083-74-5			Х





		Reference list of prohibited materials		
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS
Nonylphenol (4-Nonylphenol)	104-40-5			Х
Octyphenol	27193-28-8			Х
Sodium Fluoride	7681-49-4			Х
PBDEs (Polybrominated Diphenyl Ethers)	many substances			х
PCBs (Polychlorinated Biphenyls)	many substances			Х
Perchlorate (compounds)	7791-03-9	Х	Х	х
Dyestuffs and pigments classified as carcinogenic				
C.I. Acid Red 26	3761-53-3	х	Х	Х
C.I. Basic Red 9	569-61-9	Х	х	Х
C.I. Basic Violet 14	632-99-5	Х	х	Х
C.I. Direct Black 38	1937-37-7	Х	Х	Х
C.I. Direct Blue 6	2602-46-2	Х	Х	Х
C.I. Direct Red 28	573-58-0	Х	х	Х
C.I. Disperse Blue 1	2475-45-8	Х	Х	Х
C.I. Disperse Orange 11	82-28-0	Х	Х	Х
C.I. Disperse Yellow 3	2832-40-8	Х	Х	Х
C.I. Pigment Red 104	12656-85-8	Х	Х	Х
C.I. Pigment Yellow 34	1344-37-2	Х	Х	Х
Dyestuffs classified as allergenic				
C.I. Disperse Blue 1	2475-45-8	х	х	х
C.I. Disperse Blue 3	2475-46-9	Х	Х	Х
C.I. Disperse Blue 7	3179-90-6	Х	Х	Х
C.I. Disperse Blue 26		Х	Х	Х
C.I. Disperse Blue 35	12222-75-2	Х	Х	Х
C.I. Disperse Blue 102	12222-97-8	Х	Х	Х
C.I. Disperse Blue 106	12223-01-7	Х	Х	Х
C.I. Disperse Blue 124	61951-51-7	Х	Х	Х
C.I. Disperse Brown 1	23355-64-8	Х	х	Х
C.I. Disperse Orange 1	2581-69-3	Х	Х	Х
C.I. Disperse Orange 3	730-40-5	Х	Х	Х
C.I. Disperse Orange 37		Х	Х	Х
C.I. Disperse Orange 76		Х	Х	Х
	2072 52 0	Х	Х	Х
C.I. Disperse Red 1	2872-52-8	1		T. Control of the Con
C.I. Disperse Red 11	2872-48-2	X	Х	Х
			X X	x x
C.I. Disperse Red 11	2872-48-2	Х		
C.I. Disperse Red 11 C.I. Disperse Red 17	2872-48-2 3179-89-3	X X	X	Х
C.I. Disperse Red 11 C.I. Disperse Red 17 C.I. Disperse Yellow 1	2872-48-2 3179-89-3 119-15-3	x x x	x x	X X
C.I. Disperse Red 11 C.I. Disperse Red 17 C.I. Disperse Yellow 1 C.I. Disperse Yellow 3	2872-48-2 3179-89-3 119-15-3 2832-40-8	x x x	X X X	X X X



		Reference	Reference list of prohibited materials		
Substance	CAS	REACH	Oeko Tex 100/SteP	GOTS	
Carcinogenic Aryl amines, which can be formed through clea	avage of one or more a	zo bonds of a	zo dyes		
4-Aminobiphenyl	92-67-1	Х	Х	х	
Benzidine	92-87-5	Х	Х	Х	
4-Chloro-o-toluidine	95-69-2	Х	х	х	
2-Naphthylamine	91-59-8	Х	х	Х	
o-Aminoazotoluene	97-56-3	Х	х	х	
2-Amino-4-nitrotoluene	99-55-8	Х	х	х	
p-Chloroaniline	106-47-8	Х	х	х	
2,4-Diaminoanisole	615-05-4	Х	х	х	
4,4'-Diaminobiphenylmethane	101-77-9	Х	х	х	
3,3'-Dichlorobenzidine	91-94-1	Х	х	х	
3,3'-Dimethoxybenzidine	119-90-4	Х	Х	Х	
3,3'-Dimethylbenzidine	119-93-7	Х	х	Х	
3,3'-Dimethyl-4,4'- diaminobiphenylmethane	838-88-0	Х	Х	Х	
p-Cresidine	120-71-8	Х	Х	Х	
4,4'-Methylene-bis- (2-chloroaniline)	101-14-4	Х	х	х	
4,4'-Oxydianiline	101-80-4	Х	Х	Х	
4,4'-Thiodianiline	139-65-1	Х	х	х	
o-Toluidine	95-53-4	Х	Х	Х	
2,4-Toluylendiamine	95-80-7	Х	Х	Х	
2,4,5-Trimethylaniline	137-17-7	Х	Х	Х	
o-Anisidine (2-Methoxyaniline)	90-04-0	Х	Х	Х	
2,4-Xylidine	95-68-1	Х	Х	Х	
2,6-Xylidine	87-62-7	Х	Х	Х	
4-Aminoazobenzene	60-09-3	Х	Х	X	
Additional Biocides used in textile production					
2-octyl-2H-isothiazol-3-one (OIT)	26530-20-1			х	
Bronopol	52-51-7			Х	
Carbendazim	10605-21-7			Х	
Chlorocresol (PCMC)	59-50-7			Х	
Dibutyltin (DBT)	1002-53-5	Х	Х	Х	
Dioctyltin (DOT)	94410-05-6	Х	Х	Х	
Tributyltin (TBT)	56573-85-4	Х	Х	Х	
Triphenyltin (TPhT)	668-34-8	Х	Х	Х	
Tricyclohexyltin (TCyHT)	6056-50-4	Х		Х	
Trioctyltin (TOT)	869-59-0	Х		Х	
Tripropyltin (TPT)	761-44-4	Х		Х	
2,3,4,5-Tetrachlorophenol	4901-51-3	Х	Х	Х	
2,3,4,6-Tetrachlorophenol	58-90-2	Х	Х	Х	
2,3,5,6-Tetrachlorophenol	935-95-5	X	X	Х	

# Annex 2 Responsible Fibre Criteria

The Fairtrade Textile Standard allows the use of "responsible fibres" <sup>8</sup> in textile product composition (see <u>requirement 5.2.3</u> on products with responsible fibres).

#### 5.2.3 Products with responsible fibres (other than Fairtrade cotton)

Non-Fairtrade responsible fibre products may be sold under Fairtrade terms as long as the fibre and scheme behind it are included on the Fairtrade responsible fibre list (Annex 2) and processed in a fully Fairtrade certified supply chain from ginning stage onward. The responsible fibre content rules from the approved fibre scheme apply in this category.



This annex defines what Fairtrade understands as responsible fibres, whether socioeconomically or environmentally responsible, or both and what the criteria are for considering them as such Only fibres assured by the schemes which are approved by Fairtrade for responsible fibres, can be used in processing under the Fairtrade Textile Standard terms.

The list of approved schemes can be found on the <u>Fairtrade website</u> and is periodically reviewed and updated.

For information regarding the approval process for responsible fibre schemes please contact standards-pricing@fairtrade.net.

The criteria for responsible fibres that are recognized under the Fairtrade Textile Standard are guided by the following principle:

Sustainable fibres are more environmentally friendly and/or socioeconomically beneficial than other comparable, common fibres with same material composition.

The following environmental or socioeconomic criteria must be met by a programme or scheme, along with criteria for its management, in order to be considered a "responsible fibre" under the Fairtrade Textile Standard:

#### Environmental criteria

The scheme includes criteria related to the production practices of the fibre that guarantee improved management of water and other natural resources, a minimised harmful impact, protection and enhancement of biodiversity, and that avoids the use of genetically modified crops.

#### Socioeconomic criteria

The scheme includes criteria that guarantee the improvement of working and living conditions of the farmers and workers involved in the fibre production at farm level along the supply chain.

## Management system of the scheme

The scheme has a credible assurance system, in particular proper controls regarding its claims and product traceability. The scheme has good governance through multi-stakeholder processes and is a leading body in the sector.

<sup>&</sup>lt;sup>8</sup> A fibre is a natural or man-made substance that can be spun into filament, thread or rope and in a next step be woven, knitted, matted or bound.



## Annex 3 Freedom of Association Protocol

Agreed by the [Fairtrade certified Company] hereinafter referred as "the Company"

- 1. The Company agrees to respect the human rights of the workers concerned and, in particular, the human right of all workers to form or join trade unions and to collectively bargain the conditions under which their work is performed. The Fairtrade Standard includes requirements for how certified companies shall respect rights under the Freedom of Association.
- 2. The Company will not do anything that would have the effect of discouraging workers form forming or joining a trade union. The Company will not refuse any genuine opportunity to bargain collectively with workers even where it is not legally obligated to do so. The Company agrees to allow representatives of trade union organizations that represent workers in the sector or in the region to meet with workers on company premises at agreed times and for these meetings to be conducted without any interference or surveillance. The Company must not interfere in any way with the election by workers of their representatives. This includes conducting or monitoring or certification of elections.
- 3. The Company will offer the representatives necessary facilities and, within reason, time off to carry out their functions, without requiring them to work overtime. Representatives can be expected to balance these functions with operational requirements, but not to the extent that they are unable to adequately represent workers.
- **4.** The Company agrees to promote labour relations based on mutual respect, frequent dialogue and procedural fairness between the employer, on the one hand, and workers and their trade unions on the other.
- 5. The Company agrees that capacity building of workers is essential for them to exercise their rights. The Company agrees to provide the facilities and the time off for workers so that all workers can be made aware of their rights. The Company also agrees to provide facilities and time off for union representatives and other elected representatives to improve their negotiation skills and knowledge of labour legislation.
- **6.** The Company agrees to give due care to promote the empowerment of women by means of adequate training, capacity building, guidance, encouragement and assistance as necessary.
- 7. Given the importance of protecting trade union rights the Company agrees to communicate its commitment to Freedom of Association by posting a Right to Unionise Guarantee in the workplace in places that are visible for all workers. The Right to Unionise Guarantee shall be communicated to all workers, including temporary, seasonal and sub-contracted workers in their own language.



8. The Right to Unionise Guarantee shall be worded as follows:

[Company], in accordance with international human rights and Fairtrade requirements governing freedom of association, hereby guarantees all employees of [Company] the right to join or to form a union of their choice for the purposes of bargaining collectively with [Company] on working terms and conditions.

[Company] will not discriminate against any employee nor victimise any employee for exercising this right. Furthermore, [Company] will adopt a positive attitude towards any trade union organizers granted access for the purposes of talking about the benefits of trade union membership.

[Company] also will ensure that the formation of an organizing committee in the workplace is free of hindrance or interference or victimisation of the members of such a committee.

[Managing Director's name], Managing Direc	tor, [Company], Date

- 9. Fairtrade will designate one or more local points of contact that can inform workers about their rights and provide them with support to establish and operate trade unions in the workplace. The point(s) of contact will include contact information of one or more established trade union organizations and will be made available by Fairtrade producer service teams. The Ministry of Labour or a workers' rights advocacy organization may serve as a point of contact in addition to or instead of a trade union organization. By signing this protocol, companies commit to communicating the goal of the points of contact and posting relevant contact information in the workplace in a format and language accessible to workers. The point of contact information is not required to be posted in workplaces where workers have been given the choice to join a trade union and have chosen not to be unionised, or if the majority of workers are already unionised.
- **10.** Nothing in this Protocol shall set aside national legislation or the Fairtrade Standard for Hired Labour.

This Protocol was signed	
Date:	
Name:	
On behalf of [Company]	
on serial of [company]	



The English version of the standard is the official version. Fairtrade offers translations into other languages for information purposes only. Although Fairtrade strives to ensure accuracy in translations, the English version of the standard is the basis for all certification decisions, particularly if conflicts on these decisions should arise.

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