



Official Response to Comments **Following October 2015 Proposed FJC Standards Revisions**

DEFINITIONS

Comment: Define Democratic Process Transparency.

AJP Response: *AJP has now added a definition for Democratic Process and Transparency.*

Comment: The definition of Family Scale Farm should not be based on grosses but by size. The comment suggested defining family scale farms as diversified farms of 150 acres or less.

AJP Response: *See new definition for Family Scale Farm and changes to Underlying Assumptions section.*

APPLYING THE STANDARDS

Comment: “This call for continual improvement under Underlying Assumption talks about pricing for farm products, benefits and equity sharing and this is problematic for retailers that are not direct buyers at the farm-gate level. To elevate continually the price that retailers are willing to pay -- to show continual improvement -- takes us out of the realm where we have the ability to compete. Every part of the food chain is subject to the constraints of the market. If it’s a bumper crop year, farm-gate prices will be lower, with lower prices at wholesale and retail. Retailers will sell hard and, hopefully, make enough to cover the costs of operation, including labor. The formula is on volume and units, not price per unit. When a bumper crop floods the market, everyone has to get down and dirty and sell hard. One retailer can’t be the only one willing to pay more because it then is the only one with inflated prices. Market forces need to be acknowledged. Continual improvement in benefits and equity sharing should be rephrased to apply to direct buyers, such as grower-owned ESOPS and other wholesalers.”

AJP Response: *There are many ways a farm or coop can improve - pricing is just one of them. AJP recognizes the economic pressures retailers face. If a coop cannot afford to pay farmers more, there may be several other ways to benefit the farmers, for example a few ideas - steadier purchasing, planning together so that the farmer extends the season of selling to the store or grows crops that are hard to find, developing a plan together to build storage space so that the farm can grow winter storage crops for the store, etc. We do not think it is necessary to change the language of the continual improvement clause since it*



deliberately offers a range of choices. The main object is to emphasize that qualifying for FJC is part of a process that continues into the future, not a pass / fail test followed by stagnation. As an example retailers can put effort into promoting products from FJC farms as Food Justice Certified and commit to educating customers on what that means. This can take many forms, including, but not limited to, working to carry the FJC label through the food chain so that customers in the retail setting know which products on the shelves are from FJC farms and businesses, organizing events about fairness in the food system and highlighting a film or speaker that talks about what needs to be changed, putting out signage as to what FJC means in terms of work and trade conditions, and writing blog or newsletter articles about fairness in trade relationships and in the food system. Signage can be from FJC in particular or from one of many watch dog organizations that assess these programs including (DFTA, Consumer Reports, FWP) or related to fairness in the food system in general. The final draft of the Standards will contain new formatting and layout that will highlight the Standards that are ideas on how to engage in continuing improvement.

SECTION 1.0 – FOOD BUSINESS RESPONSIBILITIES TO FARMERS

We received several comments about the importance of contributions to the local community.

AJP Response: While not a requirement for initial AJP certification, engagement and investment in community relations is an important area for continuing improvement for all sectors of the food chain. We added Standards on Community Relations to Sections 1, 3, 4, 5, and 7 making these Standards required.

Comment: Distinguish "retail buyer" from "farm-gate buyer" to clarify that farm-gate buyers are the closest link to the farmer. Retail buyers take custody of the product through the food chain.

AJP Response: Very good point about the mention of farm-gate buyer – this is really what we had in mind. Thank you for pointing this out and our language for **Section 1.0** has been changed to read "farm-gate buyer." Also, given other comments related to distinguishing between farm-gate buyers and indirect buyers we are reviewing all Standards in section 1.0 and 6.0 taking this into consideration.

Comment on Standard 1.1.10a: "This is effectively impossible for retailers with multiple stores. 5Retailers cannot realistically contract directly with hundreds of individual farmers and avoid brokers / wholesalers, such as Organically Grown Co, Peterson Fruit, or NW Specialty. It is not efficient or reasonable to expect retailers to receive individual invoices



from hundreds of growers, or to receive loads individually from hundreds of growers. Rephrase this to say, "farm-gate buyers that are certified."

AJP Response: Good suggestion. Smaller coops and retailers do purchase directly. The trend is towards the warehouse model and aggregation, which is part of what contributes to an unbalanced power dynamic in the food system. We support direct relationships. We opt to change the language based on the marketplace and encourage direct purchasing relationships.

Comment on Standards 1.2.4 a., b., and c: These structures for "if buyers are unable to pay a fair price" may work with ESOPS or grower groups, but not realistic for retail "buyers" that must rely on wholesalers / brokers to negotiate pricing.

AJP Response: This Standard applies to the farm-gate buyer, not to a retail store that does not buy direct. However, the principle of negotiation does apply to the dealings for the retail store and the wholesaler / broker if both parties are FJC. This would be addressed in Section 6.0, which outlines good faith agreements and trade relationships. The buyer might not be the retailer. If both of those entities are FJC then there is leverage for both to engage in fair practices with each other. Thanks for pointing that out.

Comment on Standard 1.4.1a: This is a good provision for retail buyers to give preference to sourcing family scale, local producers but can organic as an attribute rank higher than family scale or local?

AJP Response: As long as family-scale and local are among the priorities, this Standard does not prevent organic from being a higher priority, though country of origin labeling might also be desirable.

Comment on 1.4.1b: This is a good provision for "farm-gate buyers."

AJP Response: This will also apply to secondary buyers - there will be verification that the pricing is negotiated and fair to both parties and not a "take it or leave it" deal when the secondary buyer is FJC. It is difficult to have oversight when buying wholesale. This is going to be something that AJP will continue to work on.

Comment on 1.4.3a: "Labor has been in tight supply for years and all farms, large and small, already rely on word of mouth for labor. We would like to see language that emphasizes an allowance for contract labor only from contractors without a history of violations."

AJP Response: Our language does say allow for limited use of labor contractors with provisions to protect workers and the new Standard (3.1.9c) on farms setting up a committee of employees to give advice on where to find additional labor also answers to this comment. Washington and Oregon have set up a registry for labor contractors to



assure that workers under contract have been paid in order to have a verifiable labor system. If labor contractors were being used we wouldn't want FJC farms to use any contractors that have a history of abuse; however AJP recognizes the limits of knowing if abuse is occurring. To deal with this in the very limited and restricted allowances for farms to use labor contractors, FJC farms are only permitted to use labor from contractors without labor violations if the farm applies for permission to use a contractor under 3.1.10. Scenario 2 or if a business uses a temp agency (4.1.9e). Currently the Standards state that in emergency situations (3.1.10. Scenario 3) farms are allowed to use labor contractors without researching their labor violation history. AJP recognizes the challenges farmers face with labor shortages, but we also recognize the widespread abuse of labor under the labor contractor system.

Comment on 1.5a: Consider removing the second half of the language because establishing intent to improve is achieved with the first sentence and that is sufficient, with room for interpretation.

AJP Response: AJP thinks it is important for certified entities to plan for improvement and explain when planned improvements do not succeed. This Standard gives ample leeway for choosing how to fulfill it. We added the first sentence of **1.5a to 1.5b** and adjusted the lettering accordingly.

SECTION 2.0 – FARMER RESPONSIBILITIES TO BUYERS

Comment on Section 2.6: Add the word certified before "buyer" so that it reads: "Written contracts or informal agreements that apply to certified buyers will include terms for: price setting, quality, quantity, shipping schedule, equity-sharing, other benefits, standards, conflict resolution, and any pre-finance / credit arrangements and the right of the farmer to be first in line to recover all payments due from the certified buyer should the certified buyer go out of business. Both parties shall agree to the terms of the contract before the harvest season or delivery dates have started."

AJP Response: There is no way a farmer has leverage over a buyer to make them create a fair contract unless the buyer is certified. Without the buyer being certified the buyer has no obligation to negotiate a fair contract and the farmer shouldn't be punished because the buyer isn't certified so changing the language to "certified buyer" makes sense.

3.0 FARMER RESPONSIBILITIES TO FARM EMPLOYEES AND INTERNS



Comment: We received a question about ensuring that workers on the farm are consulted about labor needs before hiring a labor contractor and consulted about potential labor contractors.

AJP Response: The reason we originally came up with this is because contractors are notorious for exploitation. Workers on the farm probably know which labor contractors aren't to be trusted so their input on this committee is very valuable and helps farmers find trustworthy labor contractors. It is also one way that AJP's Standards empower workers.

Comment: Establishing a norm of labor contractors with good labor practices could be a good thing for the system.

AJP Response: We only have power over those who voluntarily adhere to our Standards. Noncertified labor contractor tracking and compliance isn't something that AJP has the capacity to deal with. We have created draft Standards for labor contractors and would be very happy if we could find a labor contractor who is willing to try them out.

Comment on 3.1.9: We received the question: Is there a restriction of a farmer hiring directly, for example, an individual who worked as a laborer one year under a labor contractor?

AJP Response: Nothing in AJP Standards would prevent a farmer from hiring a worker who first worked at farm under contract with a labor contractor.

Comment on 3.1.9: Another request asked for the allowance for short-term labor contractors if various steps are taken to ensure that the farmer is looking for alternatives.

AJP Response: Our prohibition on the use of labor contractors in the earlier version of the Standards generated many comments and lengthy discussion within the steering committee and between the steering committee and both farmers and farm workers. Farmers who have fruit and vegetable crops that require large numbers of workers for short periods of harvest have told us that they need to use contractors. Farm workers told us that, historically, farm contractors have been responsible for some of the worst abuses of farm labor. We heard stories of cheating on wages, requirements of excessive hours of work under horrible conditions, and even virtual enslavement. In revising this Standard, our goal has been to leave a tiny window and to provide a path to reforming the practice of labor contractors as the long-term solution. We also added an allowance for using the services of a labor contractor if the farm experiences a genuine emergency, with the requirement that this be reported to the certifier and trigger the development of a plan to hopefully avoid such emergencies in the future. We believe that for many parts of North America there is an on-going need for labor contractors for specialized labor practices – such as, citrus, tree fruits, pruning, pole beans, burdock digging, etc. Our goal would be to raise the bar through greater transparency and rigor of this practice and that a variance to



the standard be recognized only after steps to find alternatives have been documented and the owner of the farm takes responsibility as an employer of the contracted workers and that all wages, terms, etc. (except, for example, length of employment) of permanent workers are extended to contracted workers for their job on the FJC farm. Our goal remains one of discouraging labor contractors in general, because of the brutal history and the reality that it still represents one of the largest areas of on-going worker abuse. Our goal, however, is also to encourage major reform of labor contracting by encouraging new AJP compliant models through a documented allowance for AJP compliant licensed labor contractors, thereby raising the bar on which contractors are allowed and under what circumstances.

Comments on 3.1.10: Regarding the allowance for the short-term use of labor contractors there were a few concerns that mainly addressed implementation of such an allowance and concerns relating to ensuring the tracking of the use and compliance of labor contractors with AJP Standards and ensuring that workers cannot be retaliated against either by the farmer or a labor contractor.

AJP Response: AJP has put in place a couple of mechanisms to help ensure workers cannot be retaliated against when using scenario 2 (under scenario 1 the contractor would be Food Justice Certified and therefore all employees of the contractor would have full AJP rights under the Standards and the contractor would be inspected annually): 1. Farmers must extend same rights to contracted workers while working on the farm and in specific terms of work for contracted workers, which mean it would be a non-compliance for the farmer to retaliate against a contracted worker for a complaint. 2. Farmers must adopt legal responsibility as an employer of contracted workers. The mechanisms to track practices of labor contractors are 1) to not have labor violations under one of the scenarios and 2) consulting workers on labor contractors (new Standards), given that workers may be more likely to know when specific labor contractors engage in retaliation regularly.

A comment on 3.3.1 and 3.3.9 notes that the Fair Labor Standards Act (FLSA) is not upheld in Canada and the use of acronyms based on U.S. labor law do not have applicability in other countries.

AJP Response: See example of Canadian provincial law that is similar to the FLSA referenced in the footnote.

A comment on 3.3.1 and 4.3.1 asked how to include living wage in terms of continual improvements with the recognition that many workers do have dependents?

AJP Response: Making wage accommodations for employees with many children as a measure of continuing improvement is a good suggestion. The intent of AJP has always been to promote living wages and create systems that encourage even the smallest of employers to pay or work towards paying living wages. AJP decided it was unrealistic to



base living wage on household size and it is now based on an individual income (see Living Wage comment received on Section 4.0).

Comment on Living Wage Calculator Use: We received a question regarding the validity of the calculator used to determine living wage compliance. The commenter wants to know if the calculator that AJP recommends adequately accounts for the regional differences in living wages?

AJP Response: There is no one calculator that can truly capture the unique costs of living in each city, town, or county. The MIT living wage calculator uses information gathered from a wide variety of sources to generate regionally calculated living wages. More specific information on their sources can be found here: <http://livingwage.mit.edu/resources/Living-Wage-User-Guide-and-Technical-Notes-2015.pdf>. However, there may be regional or city specific calculators or other data that can also be used to understand very local situations. While AJP references certain calculators, we do not mandate or even recommend the use of a particular one and in determining whether an employer is paying a living wage, inspectors should take into account whether there are different calculations for the living wage in a given area. AJP hesitates to include any reference to a specific calculator in the Standards given that we aren't requiring the use of a particular one. AJP feels that links to calculators should be in the toolkit with the links showing various options. They really should be used as a tool and not a definitive definition of the living wage for any given area. More important is the relationship between the employer and employee with regards to negotiating and ensuring all are able to make a decent living and cover the costs AJP has defined in our living wage definition. AJP has created a living wage tool kit that further explains the approach and assumptions of some of the common living wage calculators.

Comment on 3.3.3: The Standard that farm policies should state a sick policy is not specific enough as paid sick days are really subject to abuse.

AJP Response: New language has been proposed by AJP to change this Standard to "Farmers / employers must offer a minimum of 1 hour paid sick time for every 30 hours worked unless more is required by state law."

Comment on 3.4.2: Perhaps talking about "synthetic" inputs is not adequate given that some organic inputs should also bear tracking and protection from exposure, such as diatomaceous earth.

AJP Response: AJP decided to replace "synthetic" with "hazardous materials or natural dangers" in 3.4.2e and elsewhere throughout the Standards. In addition, AJP does require worker training and protective gear per label recommendations even with materials allowed in organic production.



LEAST TOXIC ALTERNATIVE>>>Now PATHWAYS TO CERTIFICATION

3.5.9 Comments addressed a number of concerns relating to the possibility of farms using pesticides being able to become Food Justice Certified. First was a concern about Integrated Pest Management (IPM). IPM is not governed by any consistent set of standards, and often is the same as conventional agriculture – although there are places where the use of IPM is authentic and where the farms do continually work to reduce the use of toxic materials. Also that there are certain harvests (apples for instance) where in particular regions, organic options require expensive management choices. So the verification process becomes an additional step that may be necessary and additional work for AJP certification that is not necessary when working with organic farms. It was suggested that perhaps Food Justice Certification could be made available to farms that are IPM, but that are in transition towards Organic certification. Also, it is important to consider the large number of smaller farms that essentially practice organic agriculture, but have chosen not to be certified because of the increased paperwork and lack of awareness of the cost share program that covers 75% of the certification fees. A practical suggestion was perhaps to make a label differentiation – because many consumers may assume that Food Justice Certification is organic, so perhaps a different colored label or some other way to differentiate the labels.

AJP Response: AJP does not want to limit FJC to certified organic farms, although we have no intention of permitting conventional farms to receive Food Justice Certification. We are working on this and are in discussion about how best to verify practices. We need to develop our inspection process for farms that claim organic but are not certified, and farms that admit to using some chemicals, but are trying to limit that use. We are uncomfortable with requiring organic certification since there are very good farmers who use organic methods, have decent labor practices, but do not want to become certified however, AJP has not developed an acceptable verification process for these scenarios yet.

An online comment suggested that farms / businesses have a third party verified sustainable agriculture certification such as organic, biodynamic, transitional, or certified naturally grown, that promotes environmental stewardship. In reference to piloting a certification with un-certified organic farms and IPM farms, could they receive the same level of certification as an organic farm? We believe that certified organic should be considered separately from un-certified or IPM farms.

AJP Response: The organic and biodynamic (Demeter) certifications are both third party verified. So far, not many farms have used the Leo-4000 certification – only the highest levels of that program are equivalent to organic in terms of pesticide use. The lower levels would not be acceptable to AJP. Certified Naturally Grown is not third party. AJP is working on collaborations with other high bar labels that support the other aspects of positive food and agricultural system change. In doing so we are working towards transformation for comprehensively sustainable food and agricultural systems (and societies).



Comment: We received a comment regarding the process for verification of farms that are not certified organic. It was suggested that there is an AJP Standards requirement that they fill out the section of the organic application on use of materials. In addition it was suggested that there is an inspection of pesticide storage in order to verify a posted display of pesticide label information, documentation of pesticide safety trainings for all workers and a record of trainings and signatures of those trained.

AJP Response: These sorts of process decisions are addressed in AJP Policy Manual and our trainings on certification process, rather than in the Standards.

Another concern was on use of phrase “non-certified practicing organic” – this phrase would not be allowed under NOP regulations.

AJP Response: "Non-certified practicing organic" would not appear on the label. This is a term AJP would use in recruiting farms to FJC. We should require that these farms observe the law by not publicly claiming "organic." Farms like this may claim to be agroecological or biological, but not organic.

SECTION 4.0 – FOOD BUSINESS RESPONSIBILITIES TO EMPLOYEES AND INTERNS

Comment on Living Wage in Section 4.0: “While we understand the intent to help families with more mouths to feed, we cannot support a provision where wages are adjusted for family size. We agree with the concerns noted [by others], that it could create problems with discrimination against workers with big families because they’re more expensive to employ, it could create discrimination against workers with big families, and it would create situations where employees are paid differently for the same work.”

AJP Response: AJP proposes determining living wage based on one individual. Making wage accommodations for employees with many children as a continuing improvement measure is a good suggestion. The intent of AJP has always been to promote living wages and create systems that encourage even the smallest of employers to pay or work towards paying living wages. AJP proposes living wage be based on an individual income.

Comment on 4.1.5b: Reconsider our use of the word favoritism. The commenter felt that there is a distinction between favoritism and common sense when it comes to age, disability and ability (often dictated by gender) and this point should allow for discretion.

AJP Response: New language has been approved changing “not display favoritism” to “not discriminate against.”



SECTION 5.0 – Grower Group Responsibilities

Comment on 5.1.1a: Even with increasing the % of farms allowed to have labor within a grower group and the total number of farmworkers allowed in grower group, having any limit is restrictive on the growth of the group, and that the presence of a fully functioning internal control system should have the capacity to handle any number of farms with any number of employees.

AJP Response: AJP has reviewed this comment in relation to the other comments regarding the ICS requirements and agrees that it is more important to have a well-functioning and rigorous ICS. Therefore, AJP proposes further raising the % of farms that can have labor in the grower group to less than 50%.

Comment on 5.1.1a: We received a comment indicating that if grower groups are required to have well-functioning internal control systems that require visiting every farm with labor every year that there should be no limit on the % of farms that have labor in the Standards. We recognized that the previous maximum percentage for labor on member farms was too small and the number of total employees too restrictive to allow them room to grow.

AJP Response: AJP revised the 20% October 2105 language to allow 50% (rather than 15% in the 2012 Standards) of member farms to have labor and revised the number of workers on grower group farms to be no more than 10 on any given farm (rather than 10 total in the grower group as a whole). After a member farm reaches more than 10 employees, then that farm must be independently certified as FJC to maintain that status.

Comment on 5.1.5a: Request to remove reference to conflict of interest in 5.1.5a regarding education and outreach activities with / by internal auditor.

AJP Response: AJP believes the trend toward limiting the ability of certifiers to offer advice and education around standards is not necessarily positive. AJP intends to allow internal auditors for grower groups to give advice and guidance on how to improve farm operations and comply with the Standards. The Standard was changed by eliminating the reference to providing education and outreach as being considered a conflict of interest. The GG internal auditor is the main outreach person for the ICS, so it is entirely appropriate that this auditor also provide education about the program and standards.

Comment 5.1.5c: We received a request for a combined internal and external audit on some farms allowing for a combined internal / external audit in order to save time and money.



AJP Response: AJP agrees that this scenario of combining the internal and external audit can serve well. If the logistics can be arranged satisfactorily between the ICS and the certifier and the worker organization when a certifier goes out with the ICS auditors to verify that the ICS internal audit procedures is working well, they can use this opportunity to do a witness audit of the ICS process that can strengthen the certifier's assessment of the quality of the ICS. AJP proposes including this in the Grower Group Standards as follows in item ii below:

5.1.5c:

- i. Grower group members will commit to comply with AJP Standards (in writing), to providing grower group with information about farm operation that is required for internal monitoring and certification, and to participate in the grower group internal audit (including allowing worker representatives to interview workers on farms) and external certification audit.
- ii. Internal audits and external inspections may occur simultaneously, provided the certifier retains control over the decision of which member farms to visit and inspect for the external inspection and retains the right to visit any farms the certifier inspector deems necessary even if the internal audit has already occurred or was not planned to occur simultaneously with the external inspection.

Another comment was on the topic of contracts and the need to show written contracts with employees. In the past AJP wasn't too concerned nor able to persuade farmers to have contracts so why is it necessary to have a written contract if a verbal contract between an employer and an employee on a farm contract is just fine? We were cited for needing to get contracts in place however this is not required between buyer and a retailer and that it was required between an employee and an employer. This was somewhat prohibitive for our farmers and we needed help creating a draft contact.

AJP Response: The AJP Standards require written employee policies, but not individual written contracts; however in some states, farmers are required to have a written signed agreement with farm workers by law.

Comment on Standards 5.1.5c and 5.1.5d: We received a request to not require audits for Grower Group members not selling into FJC brand. For farms that never sell into FJC brand farmers don't see why they need to be inspected when they receive no benefit of this and it is just a hassle.

AJP Response: It seems reasonable that Grower Group member farms that do not sell into the shipments that are marketed under the FJC brand do not have to be inspected by the Grower Group Internal Control System. However, should they decide to include their crops in the FJC branding, they will have to be inspected before participating.

Comment on 5.1.5d i: Suggestion that there be a cut off date for collecting info on newly hired labor for the purpose of annual ICS audit and that grower groups be allowed to have a



deadline that they use to determine on site audits for farms with labor and that if any farm reporting newly hired labor mid-season (after all audit plans have been made after cut off date) that they be noted and followed up with as a farm with labor in the following season if they still have labor.

AJP Response: AJP agrees that having a cut off date is allowable under this scenario. There is nothing in the Standards that prevents this.

Comment on 5.1.5d and 5.1.5h: Request to allow worker interviews to happen remotely via telephone or Skype.

AJP Response: A small number / percentage of worker rep interviews with farmworkers via phone or Skype may occur even with annual on-farm audits. A small number / percentage of these can happen remotely but face-to-face interviews is the predominant process.

Comment on 5.1.5d i and 5.1.5h: AJP trained and approved worker organization representatives from a different country and / or region are not necessarily as familiar with the local context and laws and common labor issues as a local person who receives training on FJC verification and worker issues, even when that local person is not representing a worker organization. Also, in situations in which there is no locally trained worker organization representative to serve as part of the ICS audits of member farms that the expense and time required to visit member farms may be overly costly in a context of large grain farms spread across hundreds of miles means that the audit process would be less expensive and more throughout if it could be relaxed over the season rather than condensed into a grueling week of audits.

AJP Response: AJP already has an existing policy that allows case-by-case exemption of an on-site worker organization representative during the inspections in our Policy Manual. Based on this comment we plan to revise the PM language on this exemption to apply also to grower group ICS (in addition to certifiers). This policy requires worker organization reps to agree to grant the exception.

5.1.5d iv Comment: We have received a suggestion to allow a break in annual inspections for internal audits in specific situations based on feedback that our verification process is burdensome and expensive.

AJP Response: In the first public comment version of the proposed revised Standards (Oct 2015) AJP had proposed revised Standards to allow member farms with labor and a good record (specific criteria met) after several years to have a year without an internal audit. After consideration and comments from stakeholders AJP has shifted this proposed language to continue to require annual internal audits of member farms with labor in certified grower groups, but is drafting a revised external inspection protocol that will



allow the certifier to grant a year without external, on-site inspection if the grower group has met specific criteria in previous years of certification. Therefore we have deleted 5.1.5 d iv from the October 2015 Standards. This process would also apply to individual farms and businesses.

A comment on 5.1.5f requested a change in requirements for use of major / minor criteria for non-compliances.

AJP Response: Rather than dictate which Standards constitute a major and which a minor non-compliance, AJP will provide guidance in our Policy Manual on how to classify non-compliances and have the grower group ICS determine when a non-compliance is major versus minor. This allows those closest to the on-the-ground context to take all factors into consideration, including intent and context, history and whether it indicates a systematic problem that may be considered high risk for non-compliance and proposed and actual steps taken towards correction. The language in 5.1.5f has been changed from: “Internal non-compliances will be classified as major or minor based on a list developed by the ICS, using AJP criteria for major and minor non-compliances” to “Internal non-compliances will be classified as major or minor by the ICS based on a list developed by the ICS, using AJP criteria for major and minor non-compliances.”

7.0 – NON-PROFITS AND NONPROFIT COOPERATIVES

Comment: We received several comments addressing the proposed Standards for non-profits applying for Food Justice Certification. One of these was how these Standards could potentially impact co-ops, specifically ones that have member workers and whether they would be considered employees. The comments were focused on how this could negatively impact co-ops as well as given that member workers are also owners, and are generally only working a very small number of hours / month. Several people expressed that these folks may be outside the purview of Food Justice Certification.

AJP Response: These individuals are outside the purview of what would be considered normal workers covered under the Standards. If the work is not paid, but part of the membership volunteer hours, these are not considered employees under the scope of AJP Standards, but under our requirement that everyone in an FJC certified entity be treated with dignity and respect.

A separate concern was brought up about Standards addressing the Board composition and how FJC would determine whether there was a “democratic” process to elect / choose Board members. Conflicting comments were made regarding whether it would be appropriate for FJC to have anything to say about the Board. Others brought up the concern that many times non-profits are not accountable to the communities that they purport to



serve, and that some sort of standards addressing Board composition could be important. The question was made about whether a standard regarding “democratic” process for choosing Board members would require an election and whether an election process could make it difficult for organizations to ensure a cross section of gender / race / class or specific skill sets for a Board.

AJP Response: *AJP has added definitions for democratic process (7.1a) and transparency and would not get involved with who was elected to a Board, however elections should be open to stakeholders and programs with whom they claim to serve. (See Section 7.1a language changes).*

Comment: Another question addressed the wider scope of responsibilities of the Board of Directors as referenced in 7.1f, including responsibility for the fiscal oversight of the organization, the hiring and evaluation of the Executive Director, strategic planning, establishing policies and procedures etc.

AJP Response: *Our Standards are not meant to substitute for the by-laws and operating guidelines for non-profits. Our concern is to verify that fair procedures are in place in regard to hiring, managing and firing staff.*

Additional comments addressed the importance of having a whistleblower protection policy.

AJP Response: *We have added Section 7.4 to include a whistleblower protection clause. This has also been added to Standards 3.5.1j and 4.5.1j.*

ADDITIONAL AREAS FOR CONSIDERATION / AJP FOOD JUSTICE PLEDGE

Comments about the Food Justice Pledge mostly focused on the potential misuse of the pledge and of any process that doesn’t require verification. There was also concern that consumers would be skeptical of an unverified pledge. Comments made a distinction between community gardens and farms / business with no labor and suggested that a better process could be streamlined, simplified certification process.

AJP Response: *In 2013, NOFA-NY did a pilot project on using the FJP Pledge for small direct sales farms with and without labor. We learned from this pilot that many of the farms that initially stated that they had no labor, actually did have some hired or volunteer labor with the hired labor done under the table. As a result, we wrote Guidance #5 defining what we mean by hired labor. We also learned that the regular verification process is needed for farms that have even one worker. Our attempt at creating a simplified certification process turned out to require as much staff training and time as full certification. As a result, we want to offer the pledge to community gardens that are not commercial ventures. These gardens produce for the community that is involved in the gardening and can make an important contribution to community food security. We would*



also like to offer the pledge to the very small farms that truly have no hired labor and sell direct to the public. In taking the pledge, these farms make the commitment to move to FJC certification once they hire any workers, even part time helpers. This pledge is a tool for very small farms that sell direct. It relies on the integrity of the farmer and the quality of the relationship between farmer and the people who buy from him / her. The language of the pledge makes it an educational experience for both parties. Having a very inexpensive way to get started with AJP provides a runway for small farms that may grow to the point where they will hire workers and will need to switch to certification.

Another question about the Food Justice Pledge asked if there be any verification at all or a signed contract? Commenter recommends a streamlined certification to still walk through the process. In addition the community consumers may be skeptical of 'Pledge' language and need to verify this. Another comment was in regards to the suggestion that pledge version of AJP be offered for use by community gardens and farms that do not hire any labor. The commenter asked: Why can't they just get certified?

AJP Response: Cost is the main thing. Certification is elaborate and there is an expense to do it. This may not be attractive to a community garden that has great practices and very limited sales. For farmers that have no hired labor, if they are certified organic, adding the pledge would be a very simple process and the organic inspector could verify that there is no hired labor. If the farm isn't already certified organic, to adopt the pledge, a farmer would have to complete an application describing methods used, markets, lack of hired labor. The farmer would sign an affidavit promising to uphold the pledge and commit to getting certified if he / she hired any employees at all. Fair prices that cover the cost of production are part of the pledge. The pledge includes the commitment to open the farm to a visit from any customer who wants to inspect. The pledge would mainly rely on the integrity of the farmer. Filling out the application is a streamlined verification. Any third party inspection immediately entails training and the expense of someone's time to do the inspection. If farmers wanted a stronger guarantee for the public, they could organize a Participatory Guarantee System based on the Pledge. We are well aware of the challenges of adding in a new component to our program and the reason why AJP may leave the Pledge as 'draft' language until it further piloted to fully understand the workload behind the verification and promotion of pledge gardens and farms, and the need for real transparency in labeling (marketing). We would need to develop a clear, transparent label to address the Pledge nature of the certification held by the garden / farm. This would be part of the pilot and we would likely need to engage our stakeholders again to confirm the labeling when we get to that point. NOFA-NY has had a Farmers Pledge for 15 years. It is based on the integrity of the farmer. If a consumer wants to verify, they are allowed to request to visit the farm themselves. If they identify a problem, they can appeal to NOFA and the ED will do an investigation. In 15 years, there has only been one serious complaint, but it turned out not to be from a customer but another farmer. When the ED requests a written complaint from that person, they dropped the whole thing.



Comment: Couldn't it change the market if a pledge is offered?

AJP Response: Not if only limited to gardens and farms without labor. We would need to make this clear through the labeling.

MISCELLANEOUS

Comment: There was a concern raised that AJP set the pricing for farm products due to concerns of undercutting each other since AJP doesn't have a pricing strategy for commodity crops. For your next Standard revision process we would like to submit the following: If a competing AJP certified entity has created a fair pricing structure, this becomes the AJP benchmark price for that product / commodity. Competing entities can buy from farmers at a price higher than the benchmark price but not lower.

AJP Response: It is an interesting concept as it empowers farmers to set prices. Since AJP doesn't have a mechanism to determine what is a fair price, it allows the farmers to determine that mechanism and who better to determine price than those bearing the costs. If AJP does not institute some mechanism to set fair prices, then there is nothing to justify the certification expenditure and nothing to justify the Standard's claims of fairness. The overall aim of AJP is to ensure all farms can make a price that is fair; however our system as implemented does not have leverage over this aspect. For food cooperatives that buy hundreds of specialty crops from local farmers, trying to set a price for all those items would take a level of expertise and personnel that we currently do not have. The larger issue of imports and their impact on domestic fair prices is also a larger and very challenging issue as well. AJP proposes a future pilot program where we select a few crops to target and write guidelines showing how the fair pricing process should work. AJP is open to experiment to compare prices for a couple of commodities.

Comment: We received feedback on the overall costs associated with maintaining high bar Standards and a rigorous verification system and ICS at the grower group level.

AJP Response: AJP has taken into consideration the burden of cost of operating a grower group model and revised the fee structure for licensing fees to be more in line with other similar programs. Our revised fee structure is available on the AJP website.

A comment was made on adjusting the AJP scope to be more inclusive of additional sustainability claims, such as animal welfare. The comment reads: "There already are numerous animal welfare certifications and another is not needed. We recommend that AJP remain focused on social justice concerns, unless or until such time that existing certifications prove insufficient. We think that the range of certifications, from Certified Humane to Animal Welfare Approved, along with USDA Organic Standards, are diverse enough and sufficient for the market demand."



AJP Response: Thank you for the helpful comment!

Comments about the possibility of expanding the scope of food justice certification to include other sustainability claims, such as animal welfare were:

1. Is it too much or too exclusive to take into account animal welfare? Does it make the number of farms / businesses that could apply for Food Justice Certification too narrow?
2. There seem to be expectations that labels will encompass many different claims – especially a label that claims to be a gold standard.
3. Perhaps smartest to use an existing certification in order not to repeat the work of verification.
4. Perhaps animal welfare can be addressed through issues confronting the workers who work with them, such as something regarding the psychological welfare of animal caretakers.

AJP Response: We will not expand the AJP scope to include other sustainability claims, but will seek partnerships with other high bar verification programs or other sustainability claims. For non-certified organic and biodynamic farms animal welfare is being reviewed on a case-by-case basis and organic farms are being verified with NOP Standards. For #4 above the AJP intent and vision is on the rights of the worker and this includes all aspects of the worker's life that would include the effects of slaughtering on the worker.

Another comment reads: "We cannot think of additional Standards relevant or needed by co-ops that are not covered. We are a union employer, where store employees (excepting management) are covered by a union agreement and labor rights are spelled out to address the elements in Part 4."

AJP Response: Thank you for sharing-Again, very helpful to know this.

Comment: "In several places in the Master List of Changes, reference is made to "For additional consideration, DFTA criteria" This seems inappropriate as the DFTA criteria themselves are in revision."

AJP Response: AJP understands this concern and fortunately this is not yet the final revision. AJP is in the process of reviewing DFTA's criteria changes and relevance to our draft Standards.

Another comment suggested that AJP have a conflict of interest policy in place.

AJP RESPONSE: We have been diligent about conflict of interest policies at all levels from the beginning of our work. We have several conflict of interest policies for Board members (in our AJP bylaws), staff, Advisory Council members, Standards Committee members, our



own conflict resolution committee, all trainees, certifiers, worker organizations, and independent inspectors. Please see the following sections of our 2012 published Policy Manual for more detail (available at: https://www.agriculturaljusticeproject.org/media/uploads/2016/08/22/AJP_Policy_Manual_91712.pdf): Sections 4.3.1.d requires certifiers to have worker organizations that work on FJC files to sign a COI form, 4.5.3.12 outlines that COI form to be signed by contracted inspectors to certifiers working on FJC files, 4.5.3.13 a. through d. outline COI requirements for certifiers extensively, 7.5.1.6 and 7.5.1.9 outline COI for oversight groups (e.g., accreditation committee), 7.7 under AJP Governance requires all AJP committee members to sign COI form developed by AJP, and 7.8.d under AJP Governance requires all AJP committee members and staff to sign COI forms.

Comment: AJP received a comment on how we handle equivalency with other fair trade and social justice labels.

AJP Response: AJP already has a policy in our Policy Manual to address this on a case-by-case basis. If there is a specific request from an FJC entity or an entity that would like to be FJC, AJP will assess the priority of conducting and equivalency evaluation for the specific program. See policy 2.1.5 below:

2.1.5. Equivalency with Other Fair Trade and Social Justice Labels: If a raw material or processing aid already carries a fair trade or social justice label, AJP will review requests for equivalency on a case-by-case basis to determine if a re-certification, or review of the certification materials is necessary.