

# ANNEX CHAPTER 5:

## Social

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Included in this document:

[S04 Rainforest Alliance Remediation Protocol](#)

[S09 Methodology for Measuring Remuneration and Gaps with a Living Wage](#)

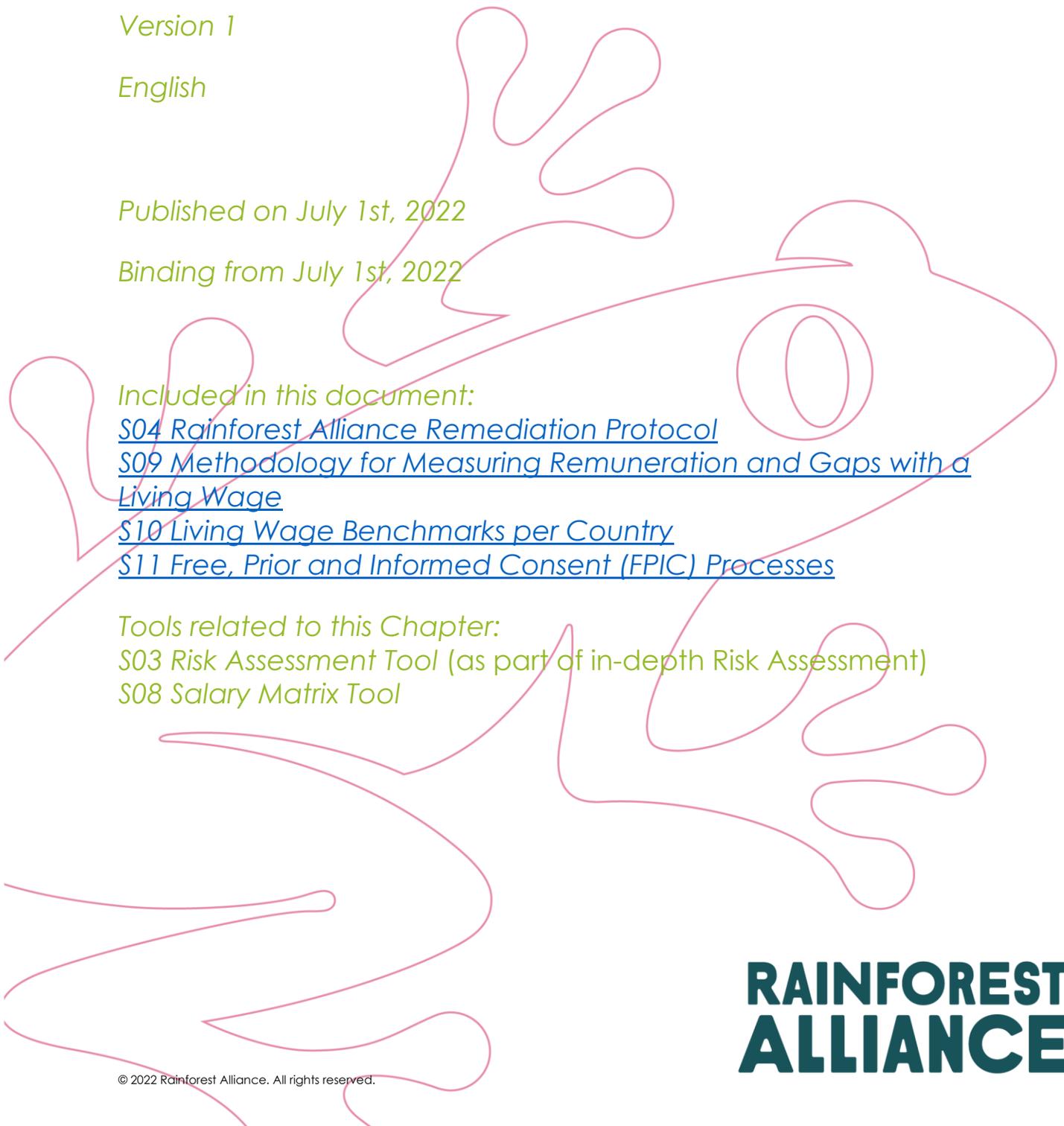
[S10 Living Wage Benchmarks per Country](#)

[S11 Free, Prior and Informed Consent \(FPIC\) Processes](#)

Tools related to this Chapter:

S03 Risk Assessment Tool (as part of in-depth Risk Assessment)

S08 Salary Matrix Tool

A large, stylized pink line drawing of a hand with fingers spread, positioned behind the text.

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ALLIANCE**



The Rainforest Alliance is creating a more sustainable world by using social and market forces to protect nature and improve the lives of farmers and forest communities.

Name of the document	Date of first publication	Expires by
Annex Chapter 5: Social	July 1 <sup>st</sup> , 2022	Until further notice
<b>Linked to</b>		
SA-S-SD-1 Rainforest Alliance 2020 Sustainable Agriculture Standard, Farm requirements SA-S-SD-2 Rainforest Alliance 2020 Sustainable Agriculture Standard, Supply Chain Requirements		
<b>Replaces</b>		<b>Applicable to</b>
SA-S-SD-5-V1.1 Annex S04: Rainforest Alliance Remediation Protocol, published February 28 <sup>th</sup> , 2021		Farm and Supply Chain Certificate Holders
SA-S-SD-10-V1.1 Annex S09: Methodology for Measuring Remuneration And Gaps With A Living Wage, published March 15 <sup>th</sup> , 2022		Farm Certificate Holders
SA-S-SD-11-V1.2 Annex S10: Living Wage Benchmarks per Country, published January 1 <sup>st</sup> , 2022		Farm Certificate Holders
SA-S-SD-12-V1.1 Annex S11: Free, Prior and Informed Consent (FPIC) Processes, published January 31 <sup>st</sup> , 2021		Farm Certificate Holders

Annexes are binding and must be complied with for certification.

**More information?**

For more information about the Rainforest Alliance, visit [www.rainforest-alliance.org](http://www.rainforest-alliance.org), contact [info@ra.org](mailto:info@ra.org) or contact the Rainforest Alliance Amsterdam Office, De Ruijterkade 6, 1013AA Amsterdam, The Netherlands.

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## OVERVIEW OF KEY CHANGES

The replaced documents have been shortened to make them more user friendly.  
The binding content has not changed.

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## S04 RAINFOREST ALLIANCE REMEDIATION PROTOCOL

The Remediation Protocol ("Protocol") is linked to requirement 5.1.4 of the Standard which requires certificate holders to set up a system to assess-and-address discrimination, forced labor, child labor and workplace violence and harassment, and to remediate cases.

Application of this Protocol is mandatory for all certificate holders that have requirement 5.1 in the scope of certification.

This annex contains the **mandatory steps** of the Remediation Protocol.

**Further optional steps and guidance on how to implement the mandatory steps are found in the Guidance S: Rainforest Alliance Remediation Protocol.**

### 1. SETTING UP A REMEDIATION SYSTEM

**The certificate holder's management** is accountable for ensuring that Requirement 5.1.4 is implemented, and that remediation follows the following mandatory steps outlined below.

#### Appoint responsible parties

Requirement 5.1.1 of the Standard requires that each certificate holder sets up an **Assess-and-Address Committee** responsible for tackling discrimination, child labor, forced labor, and workplace violence and harassment. This committee:

- May be one person or a larger committee.
- May include someone from human resources to represent management.
- Must manage the implementation of the Protocol, including developing a remediation plan
- Must be responsible for remediating verified labor and human rights cases in accordance with Requirement 5.1.4.
- Must document all identified possible cases and the identified remediation for each of these cases in accordance with Requirement 5.1.3.
- Must document monitoring activities, which includes following up on the remediation of verified cases.

Please note: The **Grievance Committee** is responsible for the investigation and resolution of cases, including referrals of verified labor and human rights grievances to the Assess-and-Address Committee/person.

#### Prepare a remediation plan

Even in low-risk environments for labor and human rights violations, the Rainforest Alliance requires certificate holders to have a remediation plan in place, as this helps them to respond quickly when a case is identified. The three steps to develop a remediation plan are:

1. **Map stakeholders** – The person/committee responsible for assess-and-address, including for remediation, may cooperate with external actors, such as NGOs and government, to support implementation of risk mitigation, monitoring, and/or remediation. **See Guidance S: Rainforest Alliance Remediation Protocol for an example of how to map relevant external stakeholders**
2. **Develop remediation plan** – The Remediation Plan must set out the actions the certificate holder will take to be prepared to implement effective remediation if and when a



potential violation is identified. For each action the plan must identify where and when the actions will be conducted, the start and end date and the responsible person. The implementation of the plan must be monitored, and progress must be documented. See Guidance S: Rainforest Alliance Remediation Protocol for an example template for the Remediation Plan

3. **Train stakeholders in the remediation plan** – When the remediation plan has been developed the following actors must be trained about it:
  - The management team shall be trained on everyone's role when a potential case is discovered or reported (Requirement 5.1.1).
  - Group members and workers shall be trained on the Grievance Mechanism and Remediation Protocol, what their rights are and how they can access remediation (Requirement 5.1.4).

## 2. WHEN A CASE HAPPENS: RESPONSE AND REMEDIATION PROCESS

The table below indicates the **mandatory** remediation steps, stages, timeframe and responsible parties for response and remediation.

In specific cases, deviations from the timeline with justification may be approved.

Further optional steps and guidance on how to implement the mandatory steps are found in the Guidance S: Rainforest Alliance Remediation Protocol.

Timeframe – weeks	Stage	Activities	Responsible party
48 hours	<b>1. Case reported</b>	Case is received by the Assess-and-Address Committee/responsible person and shared with the Grievance Committee (GC) for investigation.	Assess-and-Address Committee (A&A) Grievance Committee (GC)
48 hours	<b>2. Response</b> – immediate safeguarding	As soon as a case is reported, the safety and protection of the individual at risk, shall be priority.  If there is an immediate risk of harm to workers' mental or physical health in an identified/reported case, support is given.  If support from external specialist parties is needed, this should be provided only after obtaining full consent from the person concerned, and while protecting the confidentiality of the individuals.	A&A Committee, Grievance Committee
4 weeks	<b>3. Response</b> – severity test	GC conducts severity test, using the questions below.  If the answer is 'Yes' to any of these questions the case is Severe. Further investigation needs to take place according to the steps below.  If the answers are 'No", the Case is not Severe. GC concludes investigation and decides on remediation steps.	Grievance Committee



<b>Severity Test Questions</b>			
1. Is the situation of the worker/child/potential whistleblowers life-threatening?			
2. Is this a systemic incident, meaning there are multiple cases of this issue on the farm/site?			
3. Can the situation have lifelong, negative impacts on the welfare of the worker/child, including physical and/or psychological damage?			
4. Is there evidence that the management or staff member knew that the violation was taking place, but continued/approved the practice?			
<b>12 weeks<sup>1</sup></b>	<b>4. Remediation</b> – implement corrections and confirms corrective action plan	Certificate holder (together with external parties) implements corrections as part of remediation plan and develops a corrective action plan with detailed timeline.  The outcome of a remediation process shall always include measures to ensure that the violation does not recur, based on an analysis of its root causes	Certificate holder, A&A Committee / Gender Committee
<b>52 weeks<sup>2</sup></b>	<b>5. Remediation</b> – implement corrective actions	Certificate holder (together with external parties) implements corrective actions to address root causes.	Certificate holder A&A Committee / Gender Committee
<b>Throughout</b>	<b>6. Remediation</b> - monitoring	A&A Committee monitors implementation of agreed corrections and corrective actions by CH and external stakeholder	A&A Committee Certificate Holder External stakeholders

<sup>1</sup> If a case is identified by an auditor during an audit, evidence that corrections are undertaken, a root cause analysis took place and corrective actions are planned, is submitted to the CB 10 weeks after the last day of the audit (instead of the 12 weeks). For more information, see Rainforest Alliance's 2020 Certification and Auditing Rules.

<sup>2</sup> If a case is identified by an auditor during an audit, the full remediation of a case (stage 4) shall be completed before the next audit and with a maximum of 50 weeks from the last day of the previous audit (instead of the 52 weeks). Evidence of implementation of the corrective action plan shall be sent to the CB at least 2 weeks prior to the next audit. For more information, see Rainforest Alliance's 2020 Certification and Auditing Rules.



## S09 METHODOLOGY FOR MEASURING REMUNERATION AND GAPS WITH A LIVING WAGE

Annex S09 indicates the definitions of terms to be used when completing Annex S08: Salary Matrix Tool for a Living Wage Gap Analysis, which is part of core requirement 5.4.1 of the Farm requirements of the 2020 Rainforest Alliance Sustainable Agriculture Standard. Further information on how to complete the Living Wage Matrix tool is available in the Guidance Salary Matrix.

- **Applicable wage:** The applicable wage is calculated per month. In most cases it is either the applicable minimum wage or the wage negotiated in a Collective Bargaining Agreement (CBA), whichever is higher. If there is no applicable minimum wage or CBA, the applicable wage is taken to be the current wage paid.
- **Gross wage:** Wages measured before taxes are removed or other statutory payroll deductions (e.g., social security taxes or insurances, contributions to national health systems, pension schemes).
- **Bonus:** The payment of additional wages based on performance and/or productivity. This could be a piece-rate incentive or based on exceeding the set production quota.
- **In-kind benefits:** non-monetary benefits that are provided to workers by their employer that reduce their cost of living. These include, but are not limited to, meals and food supplies, housing, transportation, childcare, children's education, and medical care.
- **Payment unit:** The unit by which a worker's pay is calculated. This can be time-related units, such as per hour, day, week, fortnight, or month; or production units such as kg, bunch, hectare, box, etc.
- **Piece work:** Work paid proportional to the volume of work done, i.e., based on the production unit completed instead of the time spent working. These units can be per kilo, box, hectare, etc.
- **Production quota:** the number of production units that a worker must complete in a certain time period (e.g., a day or a week), to be eligible for the basic payment and/or a bonus. Production quota may be used to determine both the bonus payment, and the minimum amount earned by a worker before bonuses and benefits. For example, many tea workers are paid a daily rate with an additional amount per kilogram of tea picked.
- **Remuneration:** Total financial value (wages, monetary and in-kind benefits) that the worker receives in a specific period.
- **Job category:** The classification of a group of workers by skill, type of tasks performed, and pay.
- **Living wage:** The remuneration received for a standard workweek by a worker sufficient to afford a decent standard of living for the worker and their family (as per 15 ILO, 2011 ).
- **Standard work week:** Hours worked per week (or month) that are standard to the country or industry and are not paid at overtime rates. The ILO (International Labour Organization) standard work week is 48 hours.
- **Living wage benchmark:** The monetary amount that is considered sufficient to provide a living wage. This is calculated in local currency for each country. The Rainforest Alliance uses living wage benchmarks developed by the Global Living Wage Coalition (GLWC), which can be found in the *Rainforest Alliance Annex S10: Living Wage Benchmarks per Country*.



## S10 LIVING WAGE BENCHMARKS PER COUNTRY

The Living Wage benchmarks that must be used to calculate the gap to the Living Wage are found here: <https://www.rainforest-alliance.org/resource-item/annex-s10-living-wage-benchmarks-per-country-list/>

The benchmark table is updated when new Living Wage benchmarks become available through the Global Living Wage Coalition (GLWC).

Living Wage Benchmarks are provided for countries where there are Rainforest Alliance certified producers. The benchmarks apply on a country level and are provided in local currencies.

The Living Wage benchmarks per country are either:

- 1. Gross wage in local currency:** These are wages measured before taxes are removed or other statutory payroll deductions (e.g., social security taxes or insurances, contributions to national health systems, pension schemes).
- 2. Applicable wage:** The applicable wage per month is either the applicable minimum wage or the wage negotiated in a Collective Bargaining Agreement (CBA), whichever is higher. This is in line with Requirements 5.3.3. and 5.3.4, which state that Workers receive at least the applicable minimum wage, or the wage negotiated in a Collective Bargaining Agreement (CBA), whichever is higher.

For countries where no Living Wage benchmark is provided, the applicable wage should be used to compare the total remuneration for all types of workers until a benchmark becomes available.

*Note: The Living Wage requirements (5.4) are not applicable to small farms (including small farms that hire workers).*



## S11 FREE, PRIOR AND INFORMED CONSENT (FPIC) PROCESSES

Requirement 5.8.1 of the 2020 Rainforest Alliance Sustainable Agriculture Standard stipulates that farm management of medium, large, and individual farms respects legal and customary rights of indigenous peoples and local communities. Activities diminishing the land or resource use rights or collective interests of indigenous peoples and local communities, including areas with High Conservation Values (HCV) 5 and 6, are conducted only after having received free, prior and informed consent (FPIC).

This annex contains the **Mandatory steps** of the FPIC process.

**Guidance and examples on how to implement the FPIC process are found in Guidance T: Free, Prior And Informed Consent (FPIC) Processes.**

### 1. APPLICABILITY

#### Projects or activities for which an FPIC process is required

FPIC is required if any of the following activities are proposed and could have detrimental effects on the rights, land, resources, territories, livelihoods, or food security of indigenous peoples or local communities. FPIC is required if the project or activity will:

1. Convert non-agricultural land into crop production.
2. Convert smallholder cropland used primarily for subsistence or local consumption into land growing crops for trade and consumption outside the local area.
3. Convert traditional grazing lands into other agricultural land uses that exclude or diminish the former grazing activities.
4. Increase water withdrawal in a location and to the degree that may significantly reduce the availability of water for other nearby or downstream human users.
5. Eliminate or diminish access of local peoples or communities to natural ecosystems or other areas currently used for hunting, fishing, or extraction of plants or their parts for food, fiber, fuel, medicines, or other products.
6. Take place on or near areas used by local peoples for traditional cultural or religious activities or is classified as High Conservation Value (HCV) areas under the following definitions:

HCV5: Sites and resources fundamental for satisfying the basic necessities of local communities or indigenous peoples (for livelihoods, health, nutrition, water, etc.), identified through engagement with these communities or indigenous peoples.

HCV6: Sites, resources, habitats and landscapes of global or national cultural, archaeological or historical significance, and/or of critical cultural, ecological, economic or religious/sacred importance for the traditional cultures of local communities or indigenous peoples, identified through engagement with these local communities or indigenous peoples.

In the paragraph Conducting an FPIC process below, the steps of FPIC processes are described. Step 1 is required in all FPIC processes. Based on the outcomes of Step 1:

1. If the proposed projects or activities do not diminish the rights of indigenous peoples and local communities, the applicant is considered **compliant** with requirement 5.8.1.
2. If the proposed projects or activities diminish the land or resource use rights or collective interests of indigenous peoples or local communities (including HCVs 5 or 6), the applicant



is **considered compliant only if** steps 2 - 6 of Section 5.3 (Conducting the FPIC Process) have been implemented.

### Operations which do not require an FPIC process

Certified operations that held a valid Rainforest Alliance certificate as of June 1<sup>st</sup>, 2020 and **are not planning to initiate any projects or activities for which an FPIC process is required** (as defined in the section above), or scope expansions after June 1<sup>st</sup>, 2020, are considered to have complied with requirement 5.8.1 by virtue of having complied with core criterion 4.20 of the 2017 Rainforest Alliance, Sustainable Agriculture Standard.

Requirement 5.8.1 is **not applicable** for operations newly seeking certification from June 1<sup>st</sup>, 2020, onward, and which are not planning to initiate any projects or activities for which an FPIC process is required (as defined in the section above).

## 2. CONDUCTING AN FPIC PROCESS

A Free Prior and Informed Consent (FPIC) process must follow the six steps summarized below.

FIGURE 1: STEPS FOR THE FREE, PRIOR AND INFORMED CONSENT PROCESS



### Step 1 – Scoping

- a) Identify indigenous peoples and local communities with potential interests in the land or resources that the farm proposes to develop, appropriate, utilize, or who may be impacted by the proposed activity, project, or expansion.
- b) Identify any rights, claims, or interests of these communities to land or resources (e.g., water rights, water access points, or rights to hunt or extract forest products) in or adjacent to the site(s) or area(s) of the proposed activity, project, or expansion.
- c) Identify any sites, resources, habitats, and landscapes of global or national cultural, archaeological or historical significance, and/or of critical cultural, ecological, economic, or religious/sacred importance for the traditional cultures of local communities or indigenous peoples which may be impacted by the proposed activity, project, or expansion. These sites should be identified through engagement with these local communities or indigenous peoples.
- d) Identify whether the proposed activity, project, or expansion may diminish the rights, claims, or interests identified in Step 1 – b and c. This is the case in circumstances including, but not limited to, the following:
  - i. Land currently used by communities, or members of a community, for primary subsistence activities.
  - ii. Communities, or members of a community, would cease to have access, or would have diminished access, to natural resources used for local consumption or subsistence.



## Step 2 – Planning, research, and assessment

- a) Conduct participatory mapping of land and natural resource use.
- b) Assess potential impacts (positive and negative) of the project.
- c) Involve independent parties to support the mapping and assessment process. Communities have the right to choose an independent party that can support them in the FPIC process. These independent parties could include local NGOs. Independent parties should also be involved in the FPIC process in order to act as an impartial verifier of compliance with the steps and agreements of the FPIC process.
- d) Re-define and revise the project, if necessary, to address potential impacts relative to the rights of indigenous peoples and local communities.

## Step 3 – Consultation

- a) Provide community representatives with a description of project activities, benefits, and impacts, presented in a manner that is accessible and appropriate to community representatives' education levels and to the cultural context.
- b) Allow time for the community to consult internally regarding the acceptability of the proposed project.
- c) Consult the community to determine if they will agree to the project (STOP / GO decision), and under what conditions.
- d) Re-define and revise the project, if necessary, to address the concerns raised by the community during the consultation.

## Step 4 – Negotiation

- a) If the community is amenable to the project, negotiate terms of agreement for proceeding, including provisions such as continued access to the affected lands and resources, just and fair compensation for loss of use of land and resources, commensurate with such loss, and/or an equitable share in the project benefits.
- b) Facilitate access to legal advice for communities to support them in the negotiation process if necessary. Legal advice and access to independent parties should be available to communities throughout the FPIC process, but especially in the negotiation phase.
- c) Develop a plan for participatory monitoring and conflict resolution, which includes an agreed mechanism for the community and its members to raise grievances and have these grievances duly considered and resolved.