

PlayFair 2008 Demands	Action	Primary Responsibility			Targets	
		Buyer	Supplier	MSIs ¹	Vancouver 2010	London 2012
A. Freedom of Association and Collective Bargaining						
<p>Take immediate and positive steps to ensure specifically that the right of workers to form and join trade unions and to bargain collectively is respected throughout their respective supply-chains.</p> <p>Maintain production in unionized facilities, and when expanding production, give preference to locations where trade union rights are respected in law and practice.</p> <p>Put in place a functioning industrial relations framework to ensure working conditions that comply with international labour standards and national labour legislation, whichever provides greater protection for the workers concerned.</p>	A1. In order to develop a positive climate of non-interference with freedom of association and collective bargaining within sportswear supply chains, require all suppliers to proactively adopt a "Freedom of Association Policy" and communicate this policy to workers in their own languages in the form of a 'Right to Organize Guarantee'. Audit to ensure the policy has been adopted and communicated to workers.	● ²	■	▼	Policy adopted at a minimum of 30% of suppliers, verified in every audit conducted by the company or MSI..	Policy adopted at 100% of suppliers, verified in every audit conducted by the company or MSI.
	A2. In collaboration with trade union organizations and credible labour rights NGOs, facilitate independent education and training for workers and management personnel concerning freedom of association and collective bargaining.	●		●	in at least 50% of supply factories.	in all supply factories.
	A3. Develop means of measuring impacts of management and worker training programs, and require quantitative and transparent reporting on those results by member companies.			●	●	Adjust training programs based on results of impact assessments.
	A4. Provide accessible and safe means by which workers can file complaints about violations of freedom of association and collective bargaining rights to buyers, with a transparent process for resolving credible complaints.	●		●	in all supply factories.	Ongoing
	A5. Provide measurable incentives for factories that have a Collective Bargaining Agreement with an independent trade union, including: <ul style="list-style-type: none"> • Preferential order placement; • long-term, stable supply contracts; and • a measurable CBA premium in unit prices. 	●			Communicated to all supply factories	Review progress and, if necessary, increase incentives.

¹ Multi-stakeholder initiatives

² ● denotes primary responsibility, either alone or in collaboration with other parties. ■ denotes responsibility for implementation ▼ denotes responsibility for verification.

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	A6. Require quantitative member company reporting on the presence of unions and collective bargaining agreements within their supply chain, including both the number of factories with unions and collective bargaining agreements and the percentage of total production in such factories.			●	●	Ongoing
	A7. Report publicly on the percentage of production in countries and/or zones where freedom of association and collective bargaining are legally restricted.	●		●	●	Ongoing
	A8. Provide access and opportunities for unions to disseminate information to workers regarding freedom of association and unions		●		In all supply factories	Ongoing
	A9. Require the signing of access agreements between factory management and local unions at supply factories	●	●		In at least 25 % of suppliers	In at least 50% of suppliers
	A10. Where trade unions are present or newly established at supply factories, facilitate the negotiation by the union and the employer of grievance procedures, as well as rules and procedures for hiring, firing, promotion, discipline, union facilities at the workplace, and dispute handling.	●	●	▼	at applicable supply factories	at applicable supply factories
	A11. Where trade unions are not restricted by law but non-union forms of worker representation are permissible, ensure that such forms of workplace representation conform with the principles of worker representation as laid down in ILO Convention 135.	●	●	▼	●	Ongoing
	A12. Where freedom of association and collective bargaining are restricted by law, take identifiable measures promoting genuine freedom of association within the country concerned, including engaging the workers collectively to facilitate their self-organization in ways that are consistent with the principles of freedom of association and respect for human rights.	●	●	▼	●	Ongoing
	A13. Where freedom of association and collective bargaining are restricted by law, express public support for positive legal reforms of labour laws to remove these legal restrictions.	●		●	●	Ongoing

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B. Precarious Employment							
In every instance ensure that work performed in their respective supply chain is performed under the protections provided by a recognized employment relationship and internationally recognized labour standards	B1. Enter into formal employment contracts with workers and ensure workers receive a formal appointment letter setting out the terms of their contract.		●	▼	100% of workers	Ongoing	
	B2. Eliminate third-party employment schemes for any workers engaged in the company's core business ³		●		100% of workers	Ongoing	
	B3. Ensure that workers engaged in the company's core business are employed under open-ended or undetermined duration contracts, and that: <ul style="list-style-type: none"> Any use of fixed duration contracts is in response to a clearly defined plan justifying their use; Any workers on fixed duration contracts are provided the same salary and benefits accorded to permanent workers performing the same work; Once a short-term employee has been hired on a fixed duration contract twice by the same employer, or for two years, the employee is automatically hired on an undetermined duration contract with the third contract. Where requirements are stronger under local law, the higher standard should prevail. 	▼	●	▼	at least 95% of workers	Ongoing	
	B4. Incorporate a clause in the Code of Conduct prohibiting labour-only contracting arrangements or false apprenticeship schemes intended to avoid fulfilling obligations to workers.	●	●	●	●		
	B5. Produce guidelines for member companies on precarious employment, and incorporate key requirements into Compliance Benchmarks.			●		Produce guidelines and incorporate in benchmarks	
	B6. Establish long-term, stable supply contracts with supply factories.	●				With at least 40 % of supply factories	With at least 60% of supply factories

³ The "core business" of the company should be interpreted as the main services for which the company is contracted, e.g. cutting, sewing, etc. Non-core business may include subcontracted services not integral to the business of the company such as canteen service.

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	B7. Ensure that payment schedules are set out in all supply contracts and that payments are made on time.	●		▼	For all supply factories	
	B8. Establish an optimum notice time for factories about changes in existing orders or placement of orders so that the factory is able to adjust production accordingly without violating hours of work standards or requiring the use of short-term contracts and subcontracting. Apply optimum notice time for placement of orders and changes in existing orders.	●			for placement of at least 60% of overall orders and all changes in existing orders	for placement of all orders and all changes in existing orders
	B9. Express public support for positive legal reforms of labour laws in each country of supply to legally restrict the use of short-term contracts.	●	●	●	In each country	
C. Factory Closures						
	C1. Develop and adopt formal policies and procedures to give effect to the MFA Forum's <i>Collaborative Framework</i> , including all of the steps outlined by the Clean Clothes Campaign and Maquila Solidarity Network, and communicate these policies publicly.	●	●	●	Adopt formal policies and procedures	
	C2. Report publicly on the percentage of production in each country of operation.	●		●	●	Ongoing
	C3. Report publicly on the average length of relationship with supply factories, as well as more detailed statistics on the number of factories with which the company has worked for various incremental number of years (e.g. 1, 3, 5, or more years) and where they are located.	●		●	●	Ongoing
	C4. Report publicly on the company's policies for supplier/vendor selection, management, and/or termination, including new source approval process, linking of supplier CSR performance with sourcing decisions, and strategy for managing impact of exiting factories.	●		●	●	Ongoing
D. Living Wages						
Undertake concrete steps to address the living wage issue	D1. Incorporate a living wage standard in the Code of Conduct.	●	●	●	●	

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(ensuring suppliers do not hold worker deposits, and pay wages on time)	D2. Ensure that payment schedules are set out in supply contracts and that payments are made on time.	●		▼	100% of supply contracts	Ongoing
	D3. Undertake an independent review of prices paid to suppliers in supplier factories to determine whether prices paid to suppliers are sufficient to allow compliance with international labour standards and provide for an expected wage for workers that meets workers' basic needs.	●			in a representative sample of supplier factories across supplier countries and product types.	
	D4. On a confidential basis, provide information regarding the unit price the buyer is paying for goods to workers' representatives engaged in collective bargaining with suppliers	●			Where applicable	Where applicable
	D5. Work with trade unions, suppliers and NGOs to develop a wage ladder, including a living wage figure for workers in each country or region.	●	●	●	Develop wage ladders in 40% of supply countries.	Develop wage ladders in remaining supply countries.
	D6. Commit to achieving a living wage over time by: <ul style="list-style-type: none"> collaborating with other buyers (possibly through an MSI) to identify suppliers in which participating buyers collectively control more than 75% of production on a regular basis; facilitate the establishment of negotiating structures to enable factory management and trade union(s) to consolidate the living wage element into the existing pay structure at those factories; individually negotiate with factory management on measures needed to meet a living wage target proportional to each buyer's share in production. 	●		●	Identify suppliers and establish negotiations	Achieve a living wage standard in at least 25% of supply factories
	D7. Across the supply chain, favour suppliers that consistently meet a higher standard on the wage ladder for the region.	●		▼	Document measurable increases in worker wages in each country of supply	Document further measurable increases in worker wages in each country of supply

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	D8. Commission one or more independent studies of lean production methods and whether they reliably deliver increases in wages to workers by increasing the efficiency of production lines without increasing the pace, hours or physical exertion expected of workers.			●	●	
	D9. Monitor the use of production targets within supply factories to ensure that increases in production targets for workers are only adopted after significant upgrades to equipment, processes, or worker skills. Ensure that increases in wages are not answered with decreases in other monetary benefits.	▼	●	▼	●	Ongoing
	D10. Advocate/and or support advocacy with national governments for increases in the minimum wage consistent with ILO Convention 131.	●	●	●	●	Ongoing