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# Fair Labor Practices and Community Benefits Certification Certification Manual

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Scientific Certification Systems, March 2010  
V1-1

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## Introduction

Thank you for your interest in the Fair Labor Practices and Community Benefits (FLP&CB) Program. The FLP&CB label provides independent assurance of your commitment to being a leader in social responsibility in your community. This value-added label is designed to help you communicate your efforts to provide a good working environment for your employees, and to be a good neighbor in your community.

This document provides a general overview of the FLP&CB program including program prerequisites, a step-by-step description of the certification process, and the program fee schedule.

## Program Prerequisites

To be eligible for certification in the FLP&CB program, an applicant must possess a valid certificate in one of the following agricultural certification programs: 1) the USDA National Organic Program, or another nationally recognized organic program outside the U.S.; 2) the GlobalGAP Standard. Additional programs will be considered as prerequisites on a case by case basis. While prerequisites must be met to obtain certified status in the Fair Labor Practices and Community Benefits program, any entity may elect to be audited against the program requirements and receive an audit report detailing the extent of conformance to the standard.

## Certification Process

The first step in pursuing certification will be to complete the FLP&CB Application Form, located on the [SCS Fair Labor webpage](#). Before completing an application, we recommend that you review the FLP&CB Evaluation Criteria, available on this same webpage, which contains the requirements for certification. Key determinants of timely processing include your review of this document, completion of the **Self-Assessment Checklist (SAC)**, and close coordination with SCS to set an audit date.

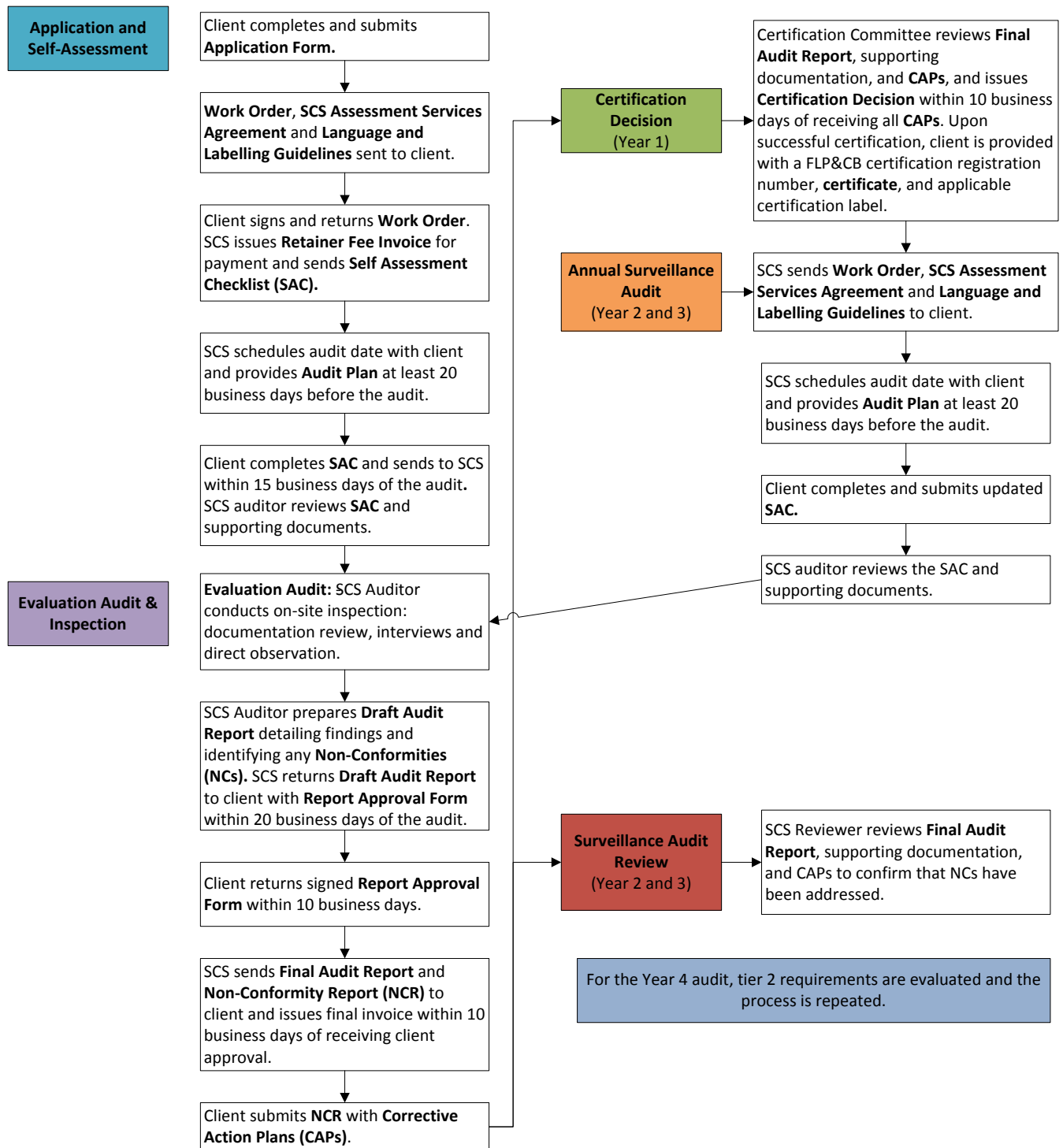
Please contact us if you have any questions regarding the certification process or any other aspect of the FLP&CB Program. We have a dedicated team of bilingual professionals and skilled auditors ready to assist you with all your certification needs.

### Questions?

For questions about the certification process, contact Nathan Smith at [nsmith@scscertified.com](mailto:nsmith@scscertified.com), phone: 510-452-8033

For all other questions and inquiries, and to submit documents, contact Steven Handley at [shandley@scscertified.com](mailto:shandley@scscertified.com), phone: 510-452-6381, fax 510-452-8001

## Fair Labor Practices and Community Benefits Certification Program Process Diagram



## Step-by-Step Certification Process Description

1. The first step in the certification process is to review the **Evaluation Criteria** and the **Program Overview** and then to submit the **Application Form** for review and approval.
2. Upon approval of the application, SCS will issue a **Work Order** which includes the scope of the audit, facilities to be evaluated, professional auditing and administrative fees, and estimated auditor travel expenses. The **Work Order** should be signed and returned to SCS as soon as possible. (Please note that while we make every effort to accurately estimate auditing fees, administrative fees, and travel expenses, actual fees and expenses may vary.) In addition, **SCS Assessment Services Agreement** will be sent along with the **Work Order** detailing SCS's policies related to auditing and certification services. The **Language and Labeling Guidelines** will accompany the **SCS Assessment Services Agreement**. All forms must be reviewed and signed and returned to SCS before any work can proceed.
3. Once the **Work Order**, **Assessment Services Agreement**, and the **Language and Labeling Guidelines** are received, SCS issues a **Retainer Fee Invoice**. SCS will issue the **Final Invoice** for the balance of the auditing fees and the actual travel expenses following the completion of the **Evaluation Audit**. Full payment must be received before a certification decision can be rendered.
4. Along with the **Retainer Fee Invoice**, the client will receive the **Self-Assessment Checklist (SAC)** in Excel spreadsheet format.

### ***Key components to a successful Self-Assessment***

- Complete the **SAC** as thoroughly as possible.
  - Submit to SCS at least 15 business days prior to the audit.
5. SCS will contact the client to schedule the **Evaluation Audit**. Once a date has been agreed upon, the client will receive the **Audit Plan**, detailing the scope of the audit, contact information for the auditor/audit team assigned to complete the work, and the daily agenda for the audit. The **Audit Plan** will be sent at least 20 business days before the date of the audit.
  6. The SCS Auditor will review the **SAC** and any other supporting documentation provided. The Auditor may contact the client to request clarification or additional information.
  7. The **Evaluation Audit** will be conducted using three primary methods: document review, worker and management interviews, and direct observation.
  8. Following the audit, the SCS Auditor will prepare the **Draft Audit Report**, detailing the findings and providing a summary of all **Non-Conformities (NCs)** identified therein. At least one SCS report reviewer will conduct an internal review of the report to ensure quality before it is sent out for client approval. The **Draft Audit Report** should be completed within 20 business days from the date of the audit, unless extenuating circumstances apply (in these cases, SCS will communicate a new deadline to the client).

9. SCS will provide a **Report Approval Form** with the **Draft Audit Report**. This form should be signed indicating agreement with the findings in the **Draft Audit Report** or, if approval is not granted, comments should be provided indicating the reason the report was not approved. Clients have 10 business days to review reports and return the **Report Approval Form** indicating report approval or reasons for non-approval.
10. After approval is received from the client, the **Final Audit Report** and **Non-Conformity Report (NCR)** will be sent within 10 business days. The client will then submit the **NCR** with the **Corrective Action Plans (CAPs)** which sufficiently address each **NC** identified in the report (note: in many cases, a **CAP** may address more than one **NC**) within 30 days of receiving the **Final Audit Report** and **NCR**. The **Final Invoice** for the balance of the auditing fees and the actual travel expenses will be provided with the **Final Report**. *Full payment must be received before a certification decision can be rendered.* (For more information concerning this step in the process, refer to the Fair Labor Practices and Community Benefits Evaluation Criteria.)
11. Once the completed **Non-Conformity Report** (containing all **CAPs**) is received, it will be reviewed by the certification committee, who will then issue a **Certification Decision**, valid for three years. In cases where certification is not granted, an explanation will be provided with the decision.
12. Upon successful certification, SCS will provide the client with a Fair Labor Practices and Community Benefits certification registration number, certificate, and applicable certification label. Certificates granted in the program will be valid for three years.
13. An **Annual Surveillance Audit** will be conducted in years two and three to assess ongoing conformance with the standard and implementation of **CAPs**. In year three, the auditor will provide a preliminary assessment of conformance to Tier 2 requirements, which are audited in the **Renewal Audit** occurring in year 4. For the **Annual Surveillance Audit**, the process of auditing and reporting is similar to the **Evaluation Audit** process except that no certification decision is needed. *If an **Annual Surveillance Audit** results in a **NC** with any critical requirement related to minimum wage payments, child labor, forced labor, retaliation, discrimination, harassment or if a significant number (to be decided on a case-by-case basis) of critical requirements are identified as non-compliant, SCS reserves the right to immediately suspend certification with conditions for reinstatement or terminate the certification without conditions.*
14. Prior to the expiration of the three year certification, a **Renewal Audit (Year 4)** will be conducted to assess continuous improvement in the program. In the **Renewal Audit**, Tier 2 requirements are evaluated, in addition to all Tier 1 criteria. The **Renewal Audit** follows the same auditing and reporting process as the **Evaluation Audit**, including a certification decision.

## Certification Fee Schedule

All project price quotes are determined on a Time and Materials basis, based on the following fee schedule:\*

|                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <b>Evaluation and Renewal Audit</b> | Evaluation/Renewal Audit | \$300-\$500 / half day<br>\$500-\$900 / full day     |
|                                     | Travel                   | ½ hourly rate + direct expenses                      |
|                                     | Audit Report             | \$60 / hour  |
|                                     | Certification Decision   | \$500-\$1,000 certification decision**               |
|                                     | Admin Support            | \$60 / hour  |
|                                     | Program Management       | \$500 (producer), \$1,000 (handler)                  |
| <b>Annual Surveillance Audit</b>    | Surveillance Audit       | \$300 – \$500 / half day<br>\$500 - \$900 / full day |
|                                     | Travel                   | ½ hourly rate + direct expenses                      |
|                                     | Audit Report             | \$60 / hour  |
|                                     | Admin Support            | \$60 / hour  |
|                                     | Program Management Fee   | \$500 (producer), \$1,000 (handler)                  |

\* Additional fees may apply for translations of documents that are not in English or Spanish. SCS reserves the right to adjust this fee schedule on an annual basis. Audit rates are dependent on auditor qualifications, area(s) of work, and availability. Fees for organic certification are published separately.

\*\* Certification Decision fees are to be determined on a case-by-case basis depending on the type and the number of Non-Conformities identified in the audit report. Work orders will reflect a certification decision fee of \$750 as an estimate. Final invoices will include the actual cost of the certification decision with a minimum of \$500 and a maximum of \$1,000.

## Rights & Responsibilities

SCS Clients have a right to non-discriminatory policies and procedures. Procedures shall not be used to impede or inhibit access to applicants. SCS shall make its services available to all applicants whose activities fall within our declared field of operation. Access shall not be conditional upon the size of the Client's operations, nor shall certification be conditional upon the number of certificates already issued.

The criteria against which the production or handling practices of a Client are evaluated shall be those outlined in the specified Standard. SCS shall confine requirements, evaluation and decision on certification to matters specifically related to the scope of the certification scheme(s) being considered.

Fair Labor Practices and Community Benefits certificates are valid for three (3) years, subject to annual audit. SCS reserves the right to suspend, withdraw or terminate certificates. Reasons for suspension, withdrawal and termination include, but are not limited to: unwillingness or inability to correct non-conformities identified in audit reports; incidences of non-conformity with critical requirements concerning child labor, forced labor, non-discrimination and egregious minimum wage violations; unwillingness or inability to meet financial or contractual arrangements; misusing or damaging the integrity of the SCS or relevant trademarks; intentional violation of requirements; or association with fraud.

For a complete description of rights and responsibilities please refer to the SCS Assessment Services Agreement.

For additional information concerning SCS Client rights and responsibilities, please visit: <http://www.scscertified.com/aboutSCS/>.

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