
WE FASHION SUBMISSION



Clean Clothes Campaign Wage Survey

Response ID:19; Data

1. Login/Password Action

2. Introduction

1. Company name:

WE Europe BV

2. Brands owned by company:

WE, Blue Ridge

3. Main contact person:

Name: : Marijke Willemsen

Email: : marijke.willemsen@wefashion.com

Contact phone number: : 030 2479 390

3. The living wage standard

4. 1.1 What is your company's position on payment of the living wage to workers in your supply chain?

Our company is a participant of the Business Social Compliance Initiative. We implement the BSCI Code of Conduct in our international supply chain. This Code prescribes the payment of the legal minimum wage. This legal minimum wage should be at a level that covers workers basic needs as well as provide some discretionary income. As this is often not the case we support through BSCI work towards the payment of a living wage. We believe it is essential to emphasize the importance of a holistic approach towards the issue of fair remuneration for workers. In this context, it is important to address the quantitative aspects of wages as well as qualitative aspects. Focussing on the quantitative level of the wage earned by workers alone is not enough. In accordance with its cooperation in ILO's Fair Wage Network, BSCI stresses the importance of including qualitative aspects such as the way of payment, timely and formal payment of wages, reflecting skills and education of workers in the level of wages, and equal treatment of full-time employees, part-time, and piece-rates workers.

5. 1.2 Please give the link to the code of conduct which is used when monitoring conditions in your supplier factories. If it isn't publicly available, please upload a copy using the option below.

We are following the BSCI Code of Conduct http://www.bsci-intl.org/system/files/2_bsci_codeofconduct_english_pdf_1.pdf

Upload option.

6. 1.3 Does your company agree with the definition of a living wage as given [here](#)?

No, our definition differs from the definition given.

If no, please provide details of how your definition of a living wage is different and give justification.

Please see BSCI Code of Conduct Article 4 and our position on living wages above

4. Respect for freedom of association and collective bargaining, a precondition for a living wage

7. 2.1 How has the right to Freedom of Association and Collective Bargaining been clearly communicated to workers in your supplier factories and subcontractors?

Information about rights and freedom of workers is a requirement of the BSCI CoC. As stated in the terms of implementation, the Code must be translated into local language and displayed prominently in a factory in order to be BSCI-compliant.

Percentage of supplier factories and subcontractors reached by these measures:

87%

Please supply an example of materials used:

[2_bsci_codeofconduct_english_pdf.pdf](#)

8. 2.2 Do you support or facilitate training for workers to ensure they are aware of their right to freely associate, in conjunction with local independent trade unions or workers' rights organisations? Please supply details:

Due information and training of factory workers in the responsibility of factory management, the honouring of which is a requirement for BSCI Code of Conduct compliance. The exact percentage of compliance with this requirement is only available on the overall level of all BSCI participating companies, not on an individual level.

Percentage of supplier factories reached by these measures: : %

9. 2.3 Do you provide training for management of your supplier factories and subcontractors on the right to freedom of association?

Regular trainings on freedom of association are organised by BSCI. The exact percentage of suppliers that join these trainings is difficult to calculate, we advise all our suppliers to join these free trainings given in their local language, but do not keep records.

Percentage of supplier factories and subcontractors reached by these measures:

10. 2.4 Have your supplier factories and subcontractors issued the Right to Organise Guarantee to workers in any of your production units?

	Country:	Number of suppliers:	Details:
1:			
2:			
3:			
4:			

Please provide a sample of materials used in specific countries:

11. 2.5 Do you require supplier factories and subcontractors to sign Union Access Agreements? If yes, please supply details.

No, this is not feasible in some countries, where due to legal or political circumstances such an action might be unlawful or otherwise unfeasible.

Number of supplier factories with agreements:

Please provide a sample of agreements signed:

12. 2.6 Does your company have an accessible, actionable and safe means by which workers can file and follow up on complaints about violations of freedom of association and collective bargaining rights? How do you monitor that this can be accessed freely by workers?:

The BSCI Code of Conduct requires factories to establish appropriate channels allowing workers to raise complaints (see question 1.2)

13. 2.7 Have you done any work to limit the use of short term contracts in your supplier factories and subcontractors?

Please provide details of your policy and its impacts in relevant countries: : see B.4.2 of BSCI CoC. Auditors verify that no labour-only contracts are used, no consecutive short-contracts are used, no false apprenticeships are used.

14. 2.8 Is there anything else you would like to tell us about work you have done so far, or work you are planning, to promote the right to freedom of association in your supply chain?

5. Dialogue and negotiation with labour rights organisations

15. 3.1 Please provide details of any active collaborative work undertaken with independent trade unions or labour rights organisations in your sourcing countries:

BSCI organises numerous round tables in sourcing countries to address critical issues in social compliance that include all stakeholders, including trade unions. See <http://www.bsci-intl.org/search/node/%22round%20table%22>

16. 3.2 Have any of your collaborations resulted in unions or bargaining processes starting within your supplier factories?

6. 4. Benchmarks for a minimum living wage

17. 4.1 Does your company have internal figures that it uses to benchmark living wages for each sourcing country or region?

Yes

If yes, please provide details of how these were developed and how they are used:

BSCI follows the SA8000 methodology for calculating the level of living wages.

The calculation of the local living wage forms part of the BSCI audit and is calculated according to the SA8000 methodology. they are used for the gap analysis and in the Corrective Action Plans that are issued to factories after each BSCI audit, indicating steps to be taken in order to arrive at the level of a living wage.

Calculation: Basic Food Basket prize X (1/% of average household expenditure spent on food) X (0.5 X average household size) X 1.1 (is 10% discretionary share)

18. 4.2 Please provide information about the figures you are using to benchmark a living wage in your 3 main production countries or regions.

	Country/region	Living wage benchmark
1.		
2.		

3.

19. 4.3 Please give details of the number of your supplier factories in Asia that are currently paying the Asia Floor Wage.

	Country/region	Number of supplier factories paying Asia Floor Wage
1.		
2.		
3.		
4.		
5.		

7. Purchasing practices that make living wages possible

20. 5.1 Is your company doing work to limit the use of subcontractors in your supply chain and/or consolidate your supplier factory list? Please provide details:

All suppliers have to give full name and details of all sub-contractors used for our production. On every order the factory is included, only factories in process to improve the social compliance status are entered in our ordering program. End 2013 we will have excluded all factories including sub-contractors that have not started the improvement process.

21. 5.2 Does your company operate a policy of buyers favouring supplier factories that consistently meet a high wage standard? How?

22.

23. 5.3 Does your company break down and calculate whether FOB prices per piece are sufficient to allow for compliance with the wage standard your company has set out in its code of conduct?

no

24. 5.4 Does your company operate a policy of buyers favouring supplier factories that support the establishment and functioning of genuine trade unions, and those with collective bargaining agreements?

25. 5.5 Please provide information about any other work your company has done / is planning to do on improving your purchasing practices, in relation to wages.

8. Living wage projects

26. Please provide details of any projects here. Please note you can cut and paste long pieces of text into these small boxes if necessary:

	Project 1	Project 2	Project 3	Project 4
Location:	Bangladesh			
Number of factories and workers involved:	18 / 36000			
Living wage benchmark used:	unknown yet (AFW?)			
Partnerships:	Bangladesh Accord			

Wage increase achieved:				
Details of process:	in start-up phase			

27. Please upload any useful supporting documentation here:

9. New Page

28. 7.1 Have you publicly supported calls from civil society and unions to increase the minimum wage to a living wage standard in your production countries? Have you made this position clear towards governments and employers associations?

WE is a member of the VGT. VGT has together with Modint and InRetail presented a plan to make the Dutch textile sector more sustainable. One of the goals is working towards a living wage.

See <http://www.modint.nl/nieuwsberichten/website/modint-nieuws/kledingsector-presenteert-plan-voor-structurele-verbetering-textielindustrie>

29. 7.2 As part of this work, have you issued a public statement assuring country governments that you will not relocate production as a result of minimum wage legislation that ensures a living wage?

10. Transparency

30. 8.1 Does your company publish a full public list of supplier factories, and sub contractors, their locations and products?

No, this information is confidential

Do you have plans to publish a full list in the future?

31. 8.2 Does your company publish impact reports on projects related to wages?

11. Collaborative working

32. 9.1 Please provide details of your involvement with any multi-stakeholder initiative projects working to improve wages:

Bangladesh Accord

33. 9.2 Please provide details of any work you have initiated outside an MSI, directly with other companies which has improved wages:

34. Supporting documents:

12. 10. A clear route map for implementing a living wage for all workers

35. 10.1 Has your company developed a strategy for delivering a living wage in your supply chain? Is this a public commitment?

The payment of a living wage is a long term goal and is pursued on factory level. Through BSCI we work with each factory individually, because some factories are closer to achieving the living wage and more able to attain this goal than other factories that require different measures and interventions. Overall, the strategy is a

step-wise development approach as outlined by BSCI.

36. 10.2 Does this strategy have a time scale? If yes, please state.

ongoing process

37. 10.3 What consultation have you carried out on this strategy, both within and outside your company?

38. 10.4 How will you ensure that vulnerable workers, such as homeworkers or migrant workers are also included in efforts to increase wages?

Through discussions with governments, NGO's, Trade Unions and other bodies in the form of Round Tables and special projects. This year a process aiming at improving the conditions of migrant workers in Thailand has been started, as well as work aiming at the improvement of the situation of homeworkers in India.

39. 10.5 Is there anything else you would like to tell us about your work on the living wage that hasn't been covered in this survey?

BSCI is an active member of the ILO Fair Wages Network and believes in a holistic approach to the improvement of working conditions and remuneration practises for workers.

13. Further questions about your supply base

40. 1. What are your main production countries? Please state percentage of total production per country and the number of supplier factories.

	Country	Percentage of production	Number of suppliers
1	China	25%	26
2			
3			
4			
5			
6			
7			
8			
9			
10			

41. 2. What kind of trade partners are part of the sourcing structure? Please indicate an approximate % of volume share of your production:

Production at factories owned by your company: : 0%
Orders placed directly to supplier factories: : 95%
Orders placed through agencies or intermediates: : 5%
Other: : %

42. If other, please specify.

43. 3. What is the length of time that you have been working with your current suppliers?

	% of suppliers
More than 5 years:	+/-30%
2-5 years:	+/-50%
Less than 2 years:	+/-20%

44. 4. How many sites did you use to produce your goods in 2012?

First tier suppliers: : 78

Sub contracted suppliers: : 138

45. 5. How many supplier factories do you trade with where you have a regular production share of more than 25%?

Number of suppliers: : 0

Response Location

Country:	Netherlands
Region:	09
City:	Utrecht
Postal Code:	
Long & Lat:	Lat: 52.0938, Long:5.1191



Code of Conduct

Version 3, November 2009

BSCI 2.3-11/09

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BSCI Code of Conduct

In accordance with the ILO Conventions, the United Nations' Universal Declaration of Human Rights, the UN's Conventions on children's rights and the elimination of all forms of discrimination against women, the UN Global Compact and the OECD Guidelines for Multinational Enterprises and other relevant internationally recognised agreements, the BSCI Code of Conduct aims to attain compliance with certain social and environmental standards. By signing the BSCI Code of Conduct companies are, within their scope of influence, committed to acknowledge the social and environmental standards laid down in this Code and to take appropriate measures within their company policy for their implementation and compliance. Supplier companies, in addition, must ensure that the Code of Conduct is also observed by subcontractors involved in production processes of final manufacturing stages carried out on behalf of BSCI members.

Within the scope of options for action and appropriate measures, these supplier companies have to aim at the implementation of the following criteria in a development approach:

1. Legal Compliance

Compliance with all applicable laws and regulations, industry minimum standards, ILO and UN Conventions, and any other relevant statutory requirements whichever requirements are more stringent. In the agricultural context, ILO Convention 110 shall be respected.

2. Freedom of Association and the Right to Collective Bargaining

All personnel shall have the right to form, join, and organise trade unions of their choice and to bargain collectively on their behalf with the company. The company shall respect this right, and shall effectively inform personnel that they are free to join an organisation of their choosing and that their doing so will not result in any negative consequences to them, or retaliation, from the company. The company shall not in any way interfere with the establishment, functioning, or administration of such workers' organisations or collective bargaining. In situations where the right to freedom of association and collective bargaining are restricted under law, the company shall allow workers to freely elect their own representatives. The company shall ensure that representatives of workers and any personnel engaged in organizing workers are not subjected to discrimination, harassment, intimidation, or retaliation for reason of their being members of a union or participating in trade union activities, and that such representatives have access to their members in the workplace.

- In accordance with ILO Conventions 11, 87, 98, 135 and 154.

3. Prohibition of Discrimination

No discrimination shall be tolerated in hiring, remuneration, access to training, promotion, termination or retirement based on gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in workers' organisations including unions, political affiliation or opinions, sexual orientation, family responsibilities, marital status, or any other condition that could give rise to discrimination.

- In accordance with ILO Conventions 100, 111, 143, 158, 159, 169 and 183.

4. Compensation

Wages paid for regular working hours, overtime hours and overtime differentials shall meet or exceed legal minimums and/or industry standards. Illegal, unauthorised or disciplinary deductions from wages shall not be made. In situations in which the legal minimum wage and/or industry standards do not cover living expenses and provide some additional disposable income, supplier companies are further encouraged to provide their employees with adequate compensation to meet these needs. Deductions from wages as a disciplinary measure are forbidden, unless this is permitted by national law and a freely negotiated collective bargaining agreement is in force. Supplier companies shall ensure that wage and benefits composition are detailed clearly and regularly for workers; the supplier company shall also ensure that wages and benefits are rendered in full compliance with all applicable laws and that remuneration is rendered in a manner convenient to workers.

All overtime shall be reimbursed at a premium rate as defined by national law. In countries where a premium rate for overtime is not regulated by law or a collective bargaining agreement, personnel shall be compensated for overtime at a premium rate or equal to prevailing industry standards, whichever is more favourable to workers' interests.

- In accordance with ILO Conventions 12, 26, 101, 102 and 131.

5. Working Hours

The supplier company shall comply with applicable national laws and industry standards on working hours and public holidays. The maximum allowable working hours in a week are as defined by national law but shall not on a regular basis exceed 48 hours and the maximum allowable overtime hours in a week shall not exceed 12 hours. Overtime hours are to be worked solely on a voluntary basis and to be paid at a premium rate. In cases where overtime work is needed in order to meet short-term business demand and the company is party to a collective bargaining agreement freely negotiated with worker organisations (as defined above) representing a significant portion of its workforce, the company may require such overtime work in accordance with such agreements. Any such agreement must comply with the requirements above.

An employee is entitled to at least one free day following six consecutive days worked.

Exceptions to this rule apply only where both of the following conditions exist:

a) National law allows work time exceeding this limit;

and

b) A freely negotiated collective bargaining agreement is in force that allows work time averaging, including adequate rest periods.

- In accordance with ILO Conventions 1 and 14 and ILO Recommendation 116.

6. Workplace Health and Safety

The company shall provide a safe and healthy workplace environment and shall take effective steps to prevent potential accidents and injury to workers' health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the workplace environment, and bearing in mind the prevailing knowledge of the industry and of any specific hazards.

A clear set of regulations and procedures must be established and followed regarding occupational health and safety, especially the provision and use of personal protective equipment, access to clean toilet facilities, access to potable water and if appropriate, sanitary facilities for food storage shall be provided. The company shall ensure that any dormitory facilities provided for personnel are clean, safe, and meet the basic needs of the personnel.

All personnel shall have the right to remove themselves from imminent serious danger without seeking permission from the company.

Workplace practice and conditions in dormitories which violate basic human rights are forbidden. In particular young workers shall not be exposed to hazardous, unsafe or unhealthy situations.

- In accordance with ILO Conventions 155, 184 and ILO Recommendations 164 and 190.

In particular, a management representative responsible for the health and safety of all personnel and accountable for the implementation of the Health and Safety elements of the BSCI shall be appointed. All personnel shall receive regular and recorded health and safety training, moreover, such training shall be repeated for new and reassigned personnel.

Systems to detect, avoid or respond to potential threats to health and safety of all personnel shall be established.

7. Prohibition of Child Labour

Child labour is forbidden as defined by ILO and United Nations Conventions and/or by national law. Of these various standards, the one that is the most stringent shall be followed. Any forms of exploitation of children are forbidden. Working conditions resembling slavery or harmful to children's health are forbidden. The rights of young workers must be protected. In the event that children are found to be working in situations which fit the definition of child labour above, policies and written procedures for remediation of children found to be working shall be established and documented by the supplier company. Furthermore, the supplier company shall provide adequate financial and other support to enable such children to attend and remain in school until no longer a child.

The company may employ young workers, but where such young workers are subject to compulsory education laws, they may work only outside of school hours. Under no circumstances shall any young worker's school, work, and transportation time exceed a combined total of 10 hours per day, and in no case shall young workers work more than 8 hours a day. Young workers may not work during night hours.

- In accordance with ILO Conventions 10, 79, 138, 142 and 182 and Recommendation 146.

8. Prohibition of Forced and compulsory Labour and Disciplinary Measures

All forms of forced labour, such as lodging deposits or the retention of identity documents from personnel upon commencing employment, are forbidden as is prisoner labour that violates basic human rights.

Neither the company nor any entity supplying labour to the company shall withhold any part of any personnel's salary, benefits, property, or documents in order to force such personnel to continue working for the company.

Personnel shall have the right to leave the workplace premises after completing the standard workday, and be free to terminate their employment provided that they give reasonable notice to their employer.

Neither the company nor any entity supplying labour to the company shall engage in or support trafficking in human beings.

The company shall treat all personnel with dignity and respect. The company shall not engage in or tolerate the use of corporal punishment, mental or physical coercion and verbal abuse of personnel.

- In accordance with ILO Conventions 29 and 105.

9. Environment and Safety Issues

Procedures and standards for waste management, handling and disposal of chemicals and other dangerous materials, emissions and effluent treatment must meet or exceed minimum legal requirements.

10. Management Systems

The supplier company shall define and implement a policy for social accountability, a management system to ensure that the requirements of the BSCI Code of Conduct can be met as well as establish and follow an anti-bribery / anti-corruption policy in all of their business activities. Management is responsible for the correct implementation and continuous improvement by taking corrective measures and periodical review of the Code of Conduct, as well as the communication of the requirements of the Code of Conduct to all employees. It shall also address employees' concerns of non compliance with this Code of Conduct.

The following annexes are integral part of this Code of Conduct:

- Declaration of the supplier company
- Terms of implementation
- Consequences of Non-Compliance

Brussels, November 2009

Declaration

Declaration of Liability Regarding Compliance with the BSCI Code of Conduct

We, the undersigned hereby confirm:

- That we have received and taken due note of the BSCI Code of Conduct of November 2009, the BSCI System: Rules and Functioning, and the Management Manual.
- That we are aware of all relevant laws and regulations of the country or countries in which our company operates.
- That we will inform *➤Name of BSCI Member◀* in case of conflict between provisions of the BSCI Code of Conduct and any applicable laws or regulations in our countries of operation.
- That we will observe and conform to the BSCI Code of Conduct in its entirety based on a development oriented approach and without amendment or abrogation.
- That we will inform all of our subcontractors of the contents and requirements of the BSCI Code of Conduct, and that we will ensure that they also comply with the provisions incorporated therein.
- That *➤Name of BSCI Member◀* and any organisations acting on its behalf may carry out audits with or without notice at our business premises and the business premises of our subcontractors at any time.

Furthermore:

- We agree to carry out a self-assessment of our social performance, and that of our subcontractors upon the request of *➤Name of BSCI Member◀*, and to submit the details of these assessments to *➤Name of BSCI Member◀* for evaluation. This will take the form of a completed BSCI self-assessment questionnaire.
- We shall notify *➤Name of BSCI Member◀* of the location of all business premises used for the production of goods and / or delivery of services for *➤Name of BSCI Member◀*. We guarantee that the production of goods and / or delivery of services for *➤Name of BSCI Member◀* is carried out exclusively at the locations we have indicated. We understand that failure to inform *➤Name of BSCI Member◀* of the location where work for its products and / or services are carried out is adequate justification for the immediate and unconditional termination of all business and contractual relationships.
- We will use the BSCI management manual exclusively for purposes relating to business and monitoring activities of the BSCI and *➤Name of BSCI Member◀*. We will not allow any third parties not involved in the BSCI compliance/monitoring process to have access to this manual.

Date Name of company

Signature Company Stamp/Seal

Name Address

This document must be signed by a duly authorised representative of the company and returned to *➤Name of BSCI Member◀*.

Terms of implementation

All suppliers are obliged to take the measures necessary to implement and monitor the BSCI Code of Conduct:

Management Responsibilities:

- by informing management and suppliers about the content of the BSCI Code of Conduct.
- by establishing where responsibility lies within the company's organisation regarding all BSCI Code of Conduct issues.
- by appointing one or more management employees to be responsible for implementation of the BSCI Code of Conduct.
- by monitoring company compliance with the BSCI Code of Conduct and implementing necessary changes at its facilities.

Employee Awareness:

- by giving a statement of their support for the principles of the BSCI Code of Conduct to their employees and by informing and instructing their employees and those of their subcontractors regarding the contents of the BSCI Code of Conduct. The company must have the BSCI Code of Conduct translated in its entirety into the appropriate local language(s) and have it displayed in a prominent position at its facility and other premises. Employees must also receive verbal orientation and information regarding the Code of Conduct in a language they understand.
- by regularly training employees in workplace safety and on the impact of their activity on society and the environment.

Record-Keeping:

- by keeping records of the names, ages, working hours and the wages paid to all employees and making these documents available to BSCI auditors on request.
- by documenting the location of dangerous materials and other potential hazards
- by monitoring and maintaining safety equipment and materials
- by keeping up to date documentation regarding relevant statutory requirements and regulations.

Complaints and Corrective Action:

- by appointing an employee responsible for handling complaints related to BSCI issues.
- by documenting and investigating complaints from employees or third parties related to BSCI issues, and reporting on their substance and any necessary corrective measures arising from them.
- by making the resources available to implement necessary corrective measures.
- by refraining from dismissals or other disciplinary measures against employees who pass on information regarding compliance with the BSCI Code of Conduct.

Suppliers and Sub-Contractors:

- by making the introduction of social standards and compliance with the BSCI Code of Conduct a condition of all contracts into which it enters with suppliers.
- by asking suppliers to report regularly about their progress in implementing the BSCI Code of Conduct.

Monitoring:

- by providing BSCI Members with relevant information about their activities and all production sites.
- by allowing audits of their business premises and activities and those of their subcontractors to be carried out at any time with or without prior notice by organisations acting on behalf of BSCI members.

Consequences of Non-Compliance

If a supplier fails to meet the requirements of the BSCI Code of Conduct, and if no solutions can be agreed upon and implemented within a reasonable amount of time, a BSCI member may choose to halt current production, cancel corresponding contracts, suspend future contracts and/or terminate the business relationship with the non-conforming supplier. If an audit reveals less than full compliance with the BSCI Code of Conduct, the supplier must take the prescribed corrective actions without delay. The period of time the supplier has to implement these corrective measures will be agreed upon with the auditors, but may not exceed twelve months. If a supplier excluded in the past on grounds of non-compliance shows later that it can comply fully with the BSCI Code of Conduct, there is, in principle, no reason why a business relationship cannot be resumed.