
PIMKIE SUBMISSION



Clean Clothes Campaign Wage Survey

Response ID:113; Data

1. Login/Password Action

2. Introduction

1. Company name:

PIMKIE

2. Brands owned by company:

PIMKIE

3. Main contact person:

Name: : Christian KINNEN

Email: : christian.kinnen@pimkie.com

Contact phone number: : 33328323224

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?

A ce jour nos audits nous permettent de vérifier l'application du salaire minimum défini dans chaque pays dans lequel nous produisons des produits. Bien que ne pouvant nous substituer aux gouvernements en place, auxquels incombe en priorité la définition des niveaux de salaires minimum, nous sommes sensibles à la thématique du salaire minimum vital. Nos équipes ont commencé un travail de réflexion sur le sujet et se documentent sur le sujet et s'inspireront du document "road ma to a living wage" que vous nous avez remis.

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.

see file attached

Upload option.

[ACPAT-I25.3 Code of conduct PIMKIE - version a - January 2013 - english version.pdf](#)

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

Yes

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

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?

Ce droit a été communiqué à nos fournisseurs par le biais de notre code de conduite, dont chaque fournisseur doit pendre connaissance , comprendre et accepter (au travers d'entretiens entre notre société -et / ou ses représentants- et nos fournisseurs) les exigences (nous demandons en retour la signature du code de conduite). La réalisation des audits sociaux est également l'occasion de rappeler nos attentes en termes de respect du droit social.

Percentage of supplier factories and subcontractors reached by these measures:

100%

Please supply an example of materials used:

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:

Nous veillons lors des audits sociaux, par le biais de présentations et de questions - réponses aux ouvriers, que ce droit est connu.

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?

L'explication de notre code de conduite, pour lequel nous ne nous contentons pas de demander une signature, par l'un de nos représentants auprès du fournisseur est un premier élément de formation, l'audit social et les explications qui en découlent lorsque nécessaire en sont un autre.

Percentage of supplier factories and subcontractors reached by these measures:

100%

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:	Nous n'avons pas d'éléments tangibles nous permettant de répondre affirmativement à la question		
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.

Non dans l'état actuel des choses.

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?:

Notre société ne dispose pas, en raison de sa taille, de ce genre de dispositif qui permettrait aux travailleurs de nous faire part de dérives

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: : Si lors des audits sociaux réalisés dans les usines qui travaillent pour nous il nous est donné de constater ce genre de pratique, nous cherchons à comprendre pour quelle raison et cherchons à agir auprès de l'usine afin de limiter le recours à cette pratique. Ceci est particulièrement vrai lorsque le recours à des contrats de courte durée est trop fréquent (plus de 10% de contrats courte durée) et semble être un principe de fonctionnement

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?

non

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:

La taille de notre entreprise ne nous permet pas d'engager des actions d'influence auprès de ces organismes.

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

N'étant pas engagés dans ce type de démarche nous n'avons pas de résultats à constater

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?

No

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

Notre volonté est d'établir (et / ou maintenir) des relations long terme avec nos fournisseurs qui ne reposent pas uniquement sur les prix d'achats.

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.		AFWA
2.		CCC
3.		SA8000

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:

Notre société interdit à ses fournisseurs d'avoir recours à la sous-traitance. Si certains fournisseurs estiment devoir avoir recours à la sous-traitance ils ont l'obligation de nous en demander l'autorisation. Dans ce cas, nous analysons pour quelle raison la sous-traitance est requise et étudions la possibilité de résoudre le problème sans recours à la sous-traitance. Si la sous-traitance est nécessaire nous demandons à ce que ceci se fasse dans une usine connue de nous et d'un niveau social en ligne avec notre code de conduite. Cette situation ne s'est jamais produite.

Nous mettons également en oeuvre, de façon ponctuelle, des contrôles pendant la production afin de limiter les risques d'un recours à une sous-traitance non déclarée.

Par ailleurs nous mettons en oeuvre une concentration de notre parc fournisseur et également de notre parc usine, notre volonté étant d'avoir moins de fournisseurs (avec plus de volume par fournisseur) et des relations de longue durée avec ceux ci, ce point nous paraissant être une condition essentielle du succès de notre démarche de progrès sociaux dans les usines avec lesquelles nous travaillons.

En complément de cette démarche, une nouvelle usine ne peut plus intégrer notre parc d'usines sans avoir été auditée socialement avec succès (aucun écart majeur ou critique vis à vis de notre code de conduite)

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

Comme évoqué précédemment notre politique de sourcing privilégie la relation sur la durée avec nos fournisseurs. Ceci garantit une démarche de progrès sociaux permanents.

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?

Cette démarche n'est pas mise en oeuvre dans notre société

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?

Cf point 2.5

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:				
Number of factories and workers involved:				
Living wage benchmark used:				
Partnerships:				
Wage increase achieved:				
Details of process:				

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?

Pas à ce jour

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?

Pour des raisons de confidentialité (concurrence) nous ne souhaitons pas rendre publiques le nom et l'adresse de nos usines. Nous tenons en revanche à la disposition des organisations non gouvernementales la liste de nos usines.

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:

Nous faisons partie de l'ICS, nos audits portent entre autres sur la partie salariale.

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?

Nous n'avons pas à ce jour lancé de projet "living wage", tel qu'évoqué plus haut nous en sommes à la phase de prise de renseignements.

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

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?

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?

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	Chine	37%	80
2	Turquie	16%	16
3	Maroc	13%	25
4	Tunisie	13%	17
5	Inde	12%	18
6	Bangladesh	5%	5
7	Autres pays	4%	
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: : 97%

Orders placed through agencies or intermediates: : 3%

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:	55%

2-5 years:	35%
Less than 2 years:	10%

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

First tier suppliers: : 45

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

Number of suppliers: : 50

Please list suppliers, country and % of product share at the factory: : Principalement au Maroc et en Tunisie

Response Location

Country:	France
Region:	
City:	
Postal Code:	
Long & Lat:	Lat: 48.860001, Long:2.35



PIMKIE Code of Conduct

In this document you'll find the Code of Conducts you have to comply with to work with PIMKIE.

For detailed information please visit:
<http://www.ilo.org/global/standards/lang--en/index.htm>

If any questions, you can contact us
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For the purposes of this Code of Conduct, the term “**business partner**” will mean any enterprise that provides PIMKIE with the final product or with materials or products used in the final product, which performs work or provides services.

This Code of Conduct should in no way be regarded as substitution or replacement of national, international laws or institutions but act as a regulation imposed by PIMKIE.

1. Preamble

PIMKIE aims at maintaining a standard of excellence in every aspect of the business, including legal, ethical and responsible conducts in all our operations. PIMKIE expects these commitments to be shared by all business partners that are affiliated with the manufacturing process of PIMKIE's goods.

PIMKIE commits itself to the basic principles of human rights, to the respect for human dignity as they are laid down in the International Bill of Human Rights (UNDHR, Civil and Social Covenant) and the Conventions of the International Labour Organization (ILO) and the basic principles of environmental protection. National legal regulations which are more stringent than this standard do apply in all cases.

2. General Obligations of business partners

2.1 Commitment

All Business Partners must sign the Code of Conduct as part of their contracts with PIMKIE. Suppliers must inform the factories producing for PIMKIE to distribute and communicate the Code of Conduct to all workers. PIMKIE wants to cultivate a long-term relationship with the business partners.

2.2 Subcontractors

PIMKIE's business partners must not subcontract any portion of the manufacturing process without prior written approval from PIMKIE, this also includes home workers. As a condition for approval, subcontractors shall agree to comply with the Code of Conduct and need to disclose full name and address. PIMKIE reserves the right to control the subcontracting factory at any time either directly or via a nominated partner. All connected costs will be taken over by the business partner.

2.3 Information and communication

Business partners must post the Joint Code of Conduct, which is translated into the language of the worker, freely accessible in all major workplaces and to the knowledge of all workers. The business partner must train workers on their rights and obligations as defined by this Code of Conduct and all applicable local laws.

2.4 Management and reporting

Business partners must appoint persons who are responsible for the implementation and maintenance of the Code of Conduct and must name these persons as contact persons to PIMKIE, which must be able to report about their level of compliance with the Joint Code of Conduct.



2.5 Legal compliance

All business partners of PIMKIE shall comply fully with all national legal regulations, specifically labour and social laws. In addition, all business partners shall obey the details of this Code of Conduct as it is based on the ILO Regulations, whichever is more stringent.

2.6 Transparency

PIMKIE's business partners shall maintain complete and accurate records and information so that compliance can be effectively assessed. Factories are obliged to disclose all necessary documents to PIMKIE's Audit. All business partners are obliged to give full information on the places of production for PIMKIE products which means the name and address of the factory which is producing for PIMKIE.

2.7 Control

For the purpose of controlling performance and timely progress in development, PIMKIE or an authorized third party may audit at any time and without further notice.

PIMKIE will reserve the right to terminate business relationships whenever serious breaches of basic human rights, wilful violations of the standard or systematic forgery and/or persistent lack of cooperation are found.

2.8 Development

It is expected that the factories fully cooperate during control visits and that they dedicate convincing efforts to the goal of improving their social performance and improve violations of the Joint Code of Conduct.

3. Guiding principles for factory operations

3.1 Respectful working atmosphere

The business partner commits themselves to enable their workers' decent working conditions. Any kind of corporal punishment, psychological, physical, sexual or verbal harassment and abuse, and any other form of intimidation is prohibited. Disciplinary measures in case of misconduct of workers are in line with national law and internationally recognized human rights and are in no case degrading or inflicting monetary penalties. No arbitrary punishment in case of workers disease or pregnancy is allowed.

3.2 No child labour

According to the principles and recommendations listed in the Child Welfare International Agreement, PIMKIE acknowledges the right of each child to be protected against commercial exploitation and that they are not submitted to working conditions compromising their physical, mental or moral development.

Child labour is forbidden as defined by ILO and UN conventions and/or by national law. PIMKIE refers to ILO conventions 138, 182 and ILO recommendations 146 & 190 which are the following:

- *Convention concerning Minimum Age for Admission to Employment (ILO 138)*
- *Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (ILO 182)*
- *Recommendations concerning Minimum Age for Admission to Employment and concerning the prohibition (ILO Rec. 146)*



- *Recommendation concerning immediate action for the elimination of the worst forms of child labour (ILO Rec. 190)*

Regulations for the protection of young workers are followed and they are subject to particular protection by the business partner. Young persons under 18 shall not be employed at night, in hazardous conditions or work overtime.

3.3 Health and safety at work

The workplace must not harm workers' health and safety. A safe and hygienic working environment is provided and has to be maintained.

Occupational health and safety practices and PPE are promoted and provided, which prevent accidents and injuries in the course of work or as a result of the operation of employer facilities. Workers are trained on a regular basis to understand and follow the necessary protective and safety procedures.

Evacuation plans must be communicated to the workers and emergency exits need to be clearly indicated and their doors must open to the outside. Fire alarms must be controlled regularly. Staff members of each department must be trained in the basics of 1st aid. Fire extinguishers in working order and 1st aid material adapted to the risks must be made available in the premises. (ILO 155)

3.4 Legal working hours

Working hours are set and planned in accordance with local law and regulations. Workers will not work more than 48 hours in a regular working week. Overtime only occurs occasionally, voluntary and does not exceed 12 hours per week on a regular basis and will be compensated. All workers will take and be granted at least 24 hours off after 6 consecutive days of work. (ILO 1)

3.5 Fair and legal compensation

PIMKIE's business partners must comply with all the applicable laws and regulations relating to wages and benefits.

Workers shall be paid at least the legal minimum wages or a wage that is consistent with prevailing local industry standards; whichever is higher.

Workers must be paid wages for regular working hours, overtime work shall be compensated at the premium rate as legally required and workers must be given a pay-slip.

Compensation is at least provided monthly and without illegal and inappropriate deductions or penalties.

Business partners shall not use monetary fines as a disciplinary practice. Workers are provided with annual paid leave, insurances and statutory holidays as defined by national law.

3.6 Legal employment

Employment in the factory is based on a formal document such as a working contract or letter of appointment. This document details the terms and conditions of employment including wages, period of payment, benefits, leave entitlement and provisions for the termination of employment as defined by national law. All workers must be registered.

3.7 No forced labour

PIMKIE's business partners must not use any type of forced, bonded, compulsory or prison labour. Business partners must ensure that all employment is voluntary, free from violence or threats. There shall be no restriction on movement or withholding of personal documents. No measures may be undertaken whereby workers are prevented from leaving the business partner or the production plant as laid out in their working contracts and



in national law. Legally inadmissible disciplinary measures are prohibited. If the business partner uses external recruiting agents, the business partner shall pay all related fees. (ILO 29, 105)

3.8 Non-discrimination

PIMKIE's business partners must not discriminate in employment practices including recruitment, hiring, compensation, training, benefits, advancement, termination or retirement on the basis of race, color, ancestry, national or social origin, religion, marital status, age, sexual orientation, gender identity or expression, disability, political opinion or any other personal characteristics or beliefs. Any distinctions in treatment, especially with regard to payment, are solely based on skills and working experience.

Pregnancy tests shall not be a condition of employment and shall not be demanded. Workers shall not be forced or pressured to use contraception. If required by national law, the business partner must provide appropriate services to women workers in connection with pregnancy, childbirth and nursing. If the business partner allows women to bring their baby/child, a dedicated accommodation and adequate service needs to be provided as children are not allowed on the production floor.

Workers taking maternity leave shall be entitled to return to their employment with same terms and conditions that applied prior leaving.

(ILO 100, 111, 183)

3.9 Freedom of association

It is the right of workers to set up or join workers' organisations of their own choice (including unions) for collective bargaining.

When the right to freedom of association and collective bargaining is restricted by national law then workers shall be allowed to form bodies for the representation of their interest and to enter into direct dialogue with their employer (parallel means).

The business partner ensures that employee representatives have free access to all workplaces to carry out their representation functions and are no subject to discrimination.

(ILO 87, 98, 135, 154)

4. Environmental standards in production

Preserving the natural principle of life is fundamental and basis for a successful economic activity in the future. The environment is of increasing global concern. Therefore PIMKIE expects their business partners to act responsibly in this respect.

Procedures for handling waste and chemicals, as well as other dangerous materials, emissions and effluent treatments must be in line with legal requirements.

A material safety data sheet (MSDS) must be available in local language and instructions of MSDS must be followed. Chemicals must be safely stored and labelled properly.

(ILO 170)



5. Specific obligations

5.1 Merino wool / mulesing

Mulesing is a painful procedure that is performed on merino sheep. It is aimed at reducing the risk of infestation by the blowfly. More animal-friendly alternatives to this procedure are already available but these are still under development and need to be pursued more vigorously.

PIMKIE has decided to direct their orders for merino wool toward suppliers who can demonstrate that this practice has not been applied.

5.2 Sandblasting

Sandblasting technique is a textile finishing process that is primarily used to achieve a worn look for denim. The method involves sand particles being applied to garments under high pressure which is endangering the health of employees when done without adequate personal protective equipment.

To ensure the well-being of the workers who manufacture PIMKIE products, the use of sandblasting technique is therefore banned for all products completely. This ban not only includes the blasting with sand but also similar material such as aluminium oxide, aluminium silicate, silicon carbide and copper slag.

5.3 Corée du Nord

PIMKIE has decided to not source in this area and to not build up relations to North Korean suppliers.

5.4 Uzbek cotton

Uzbekistan is one of the largest exporters of cotton in the world. But while the country is at the forefront of global cotton production, its human rights and environmental record present severe issues such as forced child labour, human rights violations, excessive pesticide use, the draining of the Aral sea and severe poverty. As PIMKIE strives for coherent and stringent social compliance policy, PIMKIE bans the use of Uzbek cotton.



6. Commitment

Name and address of Pimkie International Representative

Antoine LEROY

CEO DIRAMODE - PIMKIE INTERNATIONAL

1, rue John Hadley
BP 70185

59654 Villeneuve d'Ascq Cedex

Date:

Signature

Nota Bene: a French version of this document is available and can be sent to you free on request.

By signing the present document, the suppliers commit themselves to fully comply with this Code of conduct.

Therefore, please return to PIMKIE the present "PIMKIE Code of Conduct" **signed, dated and stamped, each page initialed** and please fill up the below attestation.

I, the undersigned, legal representative of the hereafter company got acquainted with PIMKIE's Code of conduct and confirm that all the products sold to PIMKIE are in accordance with this document. In any case of failure, the company I represent will be blamed for the entire consequences related to this failure and will take care of all the damages of any kind lead by it.

Date:

Name:

Function:

Signature

Stamp