

# **RAINFOREST ALLIANCE CERTIFICATION PROGRAM**

## **GRIEVANCE PROCEDURE**

**December 2020**

*Version 3.0*



**RAINFOREST  
ALLIANCE**



<b>Issue Date:</b>	<b>Binding date:</b>	<b>Expiration date:</b>
15 December 2020	Immediately	Until next review
<b>Developed by:</b>	<b>Approved by:</b>	
Rainforest Alliance	Director, Standards and Assurance	
<b>Linked to (code and name of documents, if applicable):</b>		
All documents related to the Rainforest Alliance Certification program		
<b>Replaces:</b>		
SA-PR-GA-1-V2 Grievance Procedure		
<b>Applicable to:</b>		
Anyone who has a grievance against a certified producer or supply chain actor, a certification body (CB), or against the Rainforest Alliance itself regarding the operations of the certification program.		
<b>Regions:</b>		
Worldwide		
<b>Crops:</b>	<b>Type of organizations:</b>	
All	All	



## MAIN CHANGES FROM VERSION 2.0 TO VERSION 3.0

The table below summarizes the main changes in this version of the procedure from the version 2.0 published on June 2020.

<b>Summary Table</b>		
<b>Pg</b>	<b>Clause</b>	<b>Change</b>
4	Scope	Clarification that the Rainforest Alliance Grievance Procedure applies only to the certification and assurance system
4	Previous III Eligibility	Clause moved to Process clause 2.
4	V. Confidentiality	Addition that the Rainforest Alliance reserves the right to share information from grievance and appeals processes in an anonymised form within Rainforest Alliance to support the continuous improvement of the certification system.
5	VI. Right to Anonymity	Simplification that the Rainforest Alliance will respect the confidentiality of a submitter who wishes to remain anonymous, to avoid negative impacts on the submitter.
5	VII. Right to pursue remedial action	Amendment that the submitter has the right to pursue other forms of remedial action once the RA grievance process has been concluded.
5	VIII. Protection from retaliation	Clarification that Rainforest Alliance reserves the right to sanction participants of this procedure if they are found to have engaged in retaliatory action.
5	IX. Good faith	NEW. Addition of the principle of good faith engagement of all parties in the grievance process
5	2.	Definition of eligibility of a grievance moved from principles to process.
6	4.	Clarification that the submitter and relevant RA staff will be informed in writing about the grievance and the grievance process. Removed that Rainforest Alliance shares a copy of the grievance with the subject of the grievance.
6	5.	Removed that Rainforest Alliance shares a copy of the written reaction of the subject of the grievance, with the submitter of the grievance. Added Rainforest Alliance can request further evidence from either of the parties.
6	6	Amendment that rainforest alliance will inform the parties of the analysis of the situation and proposed resolution within 30 days following the deadline for receipt of information from the parties
6	8.	Clarification that an appeal is a complaint against a Rainforest Alliance decision.
7	10	Clarification that Rainforest Alliance Staff who handled the case in the first instance cannot take part in the appeal panel.
7	11	Clarification that the submitter and relevant RA staff will be informed in writing about the grievance and the grievance process.
7	15	Clarification that ssubmitters and RA retain the right to pursue other forms of remedial action after the conclusion of the RA appeal process.



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## PRINCIPLES

- I. **Scope:** The grievance procedure is open to anyone who has a grievance against a Rainforest Alliance certified producer or supply chain actor, a certification body (CB), or the Rainforest Alliance itself, regarding the operations of the certification program. The grievance must be about compliance with the Rainforest Alliance standards, rules, policies, and procedures directly related to the Rainforest Alliance and/or the UTZ certification programs<sup>1</sup>. The grievance cannot be about contractual obligations between certificate holders and/or CBs that go beyond policies and procedures of the Rainforest Alliance. Also, no claims for direct financial compensation from the Rainforest Alliance are accepted.
  
- II. **Pathway to resolution:** Grievances should be addressed at the most direct level possible. Only if resolution fails at that level, should the next level be engaged. For example, a worker who has concerns about a labour practice on a certified farm, shall first utilize the farm's own grievance mechanism. A stakeholder who has concerns about a CB, shall first contact the CB directly to try and solve the matter using the complaint and appeal procedure of the CB. If the concerns still are not resolved, the stakeholder can file a grievance through the Rainforest Alliance Grievance Procedure. In certain cases where reporting the grievance at the most direct level might endanger the person reporting, he or she can opt to use the Rainforest Alliance Grievance Procedure prescribed in this document without first approaching the subject of the grievance directly.
  
- III. **Fairness:** Grievances will be treated with procedural fairness:
  - a. a person or organization, which is the subject of a grievance, is given adequate notice that a grievance has been received, the process RA will use to address the grievance, and that they have the right to provide information to inform the process;
  - b. a person managing a grievance case or approving a decision should declare any personal interest that he or she may have in the proceedings, should run the process and review information in a fair and unbiased way and should act in good faith to reach a resolution;
  - c. each party to a proceeding is entitled to ask questions, provide evidence, and submit a request to RA for additional information from the other party.
  
- IV. **Transparency:** The Rainforest Alliance will keep records of all written communications and conversations, including date, time and a summary of issues discussed. Parties involved are requested to refrain from commenting publicly on the grievance until a decision is made and all parties have been informed accordingly.

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<sup>1</sup> The documents related to the Rainforest Alliance certification program can be found at: <https://www.rainforest-alliance.org/business/certification-documents/>  
 The documents related to the UTZ certification program can be found at: <https://utz.org/resource-library/>



- V. **Confidentiality:** The Rainforest Alliance will not share with other parties that are not part of the grievance process: (1) the identity of the parties involved in the grievance, (2) details of the grievance, or (3) the measures taken to resolve the grievance. However, the Rainforest Alliance may share this information if there is a legal obligation to do so or if an involved party makes a public statement regarding such a complaint. The Rainforest Alliance reserves the right to share information from grievance and appeals processes in an anonymised form, within Rainforest Alliance or for external reporting to support the continuous improvement of the certification system.
- VI. **Right to anonymity:** The Rainforest Alliance will accept both anonymous grievances and grievances in which the complainant identifies him/herself. However, anonymous submission can hamper the Rainforest Alliance's ability to arrive at a full understanding and resolution of the grievance. Grievance submitters are encouraged to disclose their identity to the Rainforest Alliance. The Rainforest Alliance will respect the confidentiality of a submitter who wishes to remain anonymous to the party about which the complaint has been made where revealing the identity could negatively impact the grievance submitter.
- VII. **Right to pursue remedial action:** Submitting a grievance through the Rainforest Alliance Grievance Procedure does not affect the right of the submitter to pursue other forms of remedial action if necessary, once the RA grievance process has been concluded.
- VIII. **Protection from retaliation:** Any person or organisation who is party to a grievance procedure must refrain from any form of retaliation against other concerned parties. The Rainforest Alliance reserves all rights to sanction any participant in the grievance procedure if they are found to have engaged in retaliatory action. This means that Rainforest Alliance may suspend the certificates of Certificate holders, or sanction CBs found to have retaliated against another party in a grievance process. Submitters may provide information to the Rainforest Alliance on any concerns about retaliation and how to mitigate such concerns.
- IX. **Good faith:** By submitting a grievance, the submitter accepts the provisions of this grievance procedure. All parties involved in a grievance procedure are required to engage in the process in good faith and with a genuine desire to seek resolution. The Rainforest Alliance commits to engage in good faith in the resolution of any grievance and to take any necessary corrective action to resolve grievances against RA directly.

## PROCESS

### Grievance

1. A grievance is submitted through the [online grievance form](#). An exception can be made if the submitter is illiterate or has no access to the internet. A grievance includes at least the following information:
  - a. name and contact details (unless the grievance is submitted anonymously)
  - b. description of the grievance
  - c. supporting evidence (optional)
  - d. description of the steps already taken to resolve the grievance at an informal or direct level.
2. Rainforest Alliance will assess whether the grievance is eligible to be addressed through the Rainforest Alliance Grievance Procedure. A grievance is considered eligible if:
  - a. It is within the defined scope (as set out in principle I in the previous section),



- b. A solution at an informal or lower level has been sought through the appropriate channel as set out in principle II in the previous section)
- c. The grievance has been submitted including the correct information (as set out in process 1 above).

A grievance against a decision by the Rainforest Alliance is considered an appeal and will be dealt with as an appeal procedure as described below.

3. The Rainforest Alliance will inform the submitter within 10 working days after receipt of the grievance if the grievance is found eligible. In that case, the Rainforest Alliance will appoint a grievance manager to handle the grievance in accordance with this procedure. The grievance manager has appropriate contextual knowledge to handle the case, and is, as much as possible, impartial, and free of any conflict of interest in relation to the grievance and the parties involved. If the complexity of the case so requires, the Rainforest Alliance may appoint a committee of up to three persons, including one grievance manager, to handle the grievance.
4. Within 10 working days after informing the submitter that the grievance is found eligible, the Rainforest Alliance will:
  - a. Inform the submitter in writing of the name and contact details of the grievance manager and the process for handling the grievance,
  - b. Inform the subject of the complaint in writing that a grievance has been received, the subject of the grievance and the name of the grievance manager,
  - c. Invite the subject of the complaint to send in a written reaction and supporting evidence within 10 working days. The Rainforest Alliance may decide to extend the 10-day period for submitting a reaction and supporting evidence on request from the subject of the complaint if a valid reason is given.
5. Following receipt of any evidence for the party who is the subject of the complaint, the Rainforest Alliance may request additional information from either party to develop a full picture of the situation. Any party requested to provide further information will be given 10 days to submit this to the Rainforest Alliance.
6. Within 30 days following the deadline for receipt of information the Rainforest Alliance will inform the parties of Rainforest Alliance's understanding of the situation and the proposed resolution. Where an informal resolution is deemed possible, the Rainforest Alliance will contact both parties to attempt to resolve the issue by mutual accord (if applicable). Where this is not possible Rainforest Alliance will take a decision and inform both parties by email of the decision, including the reasons for the decision and, if applicable, any follow up measures to be taken. The Rainforest Alliance reserves the right to extend the period for taking a decision, if the complexity of the case, or other specific reasons so require. The Rainforest Alliance will inform the parties in writing thereof.
7. Either party may appeal the decision by the Rainforest Alliance on a grievance, or any other decision by the Rainforest Alliance, by submitting an appeal within 30 days after the notification of the decision.

## Appeal

8. An appeal is a complaint against an RA decision. The appeal is submitted through the [online grievance form](#). An exception can be made if the submitter is illiterate or has no access to the internet. An appeal includes at least the following information:
  - a. name and contact details of the appellant



- b. specification of the decision
  - c. grounds of the appeal
  - d. supporting evidence (if relevant).
9. The Rainforest Alliance will inform the appellant within 10 working days after receipt of the appeal if the appeal is found eligible. The appeal is eligible if it is within the defined scope, and if the appeal has been submitted correctly.
10. If the appeal is found eligible, The Rainforest Alliance will appoint an appeal panel to handle the appeal in accordance with this procedure. The appeal panel consists of three persons who have appropriate contextual knowledge to handle the case, and who are, as much as possible, impartial, and free of any conflict of interest in relation to the appeal and the parties involved. Staff who handled the case in the first instance cannot take part in the appeal panel. The Rainforest Alliance may decide to appoint one person instead of three. Also, the Rainforest Alliance may decide to appoint one or more external parties to take part in the appeal panel.
11. Within 10 days after informing the appellant that the appeal is found eligible, the Rainforest Alliance will:
  - a. inform in writing the appellant of the names of the appeal panel,
  - b. inform in writing relevant Rainforest Alliance personnel that an appeal has been received, the nature of the appeal and the names of the appeal panel appointed to consider the appeal,
  - c. request relevant RA staff to provide all relevant information and supporting evidence within 10 days. Rainforest Alliance may decide to extend the 10-day period for submitting information and supporting evidence if there are reasonable grounds to do so.
12. The appeal panel may request additional information from either the appellant or Rainforest Alliance staff to complete their deliberations. Parties will be allowed 10 days to submit further information as requested.
13. The appeal panel decides on the appeal by consensus. If no consensus is possible, the appeal panel will decide by majority vote. The Rainforest Alliance reserves the right to extend the period for taking a decision, if the complexity of the case, or other specific reasons so require. The Rainforest Alliance will inform the parties in writing thereof.
14. Within 30 days following the deadline for receipt of information, the appeal panel will inform the parties of Rainforest Alliance's understanding of the situation and the proposed resolution. Where an informal resolution is deemed possible the Rainforest Alliance will contact both parties to attempt to resolve the issue by mutual accord. Where this is not possible Rainforest Alliance will take a decision and inform both parties by email of the decision, including the reasons for the decision and, if applicable, any follow up measures to be taken.
15. The decision of the appeal panel shall be binding on all parties and no further grievance or appeal on the same matter will be accepted. Submitters and Rainforest Alliance retain the right to pursue other forms of remedial action after the conclusion of the RA appeal process.