GLOBALG.A.P. Risk-Assessment on Social Practice (GRASP)

GRASP Module – Interpretation for Chile

GRASP Module Version 1.3-1-i June 2020
Valid from: 1 February 2021
Mandatory from: 1 February 2021

English Version

Developed by NTWG Chile in January 2021
<table>
<thead>
<tr>
<th>Control Point</th>
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</thead>
<tbody>
<tr>
<td>EMPLOYEES’ REPRESENTATIVE(S)</td>
<td>Is there at least one employee or an employees’ council to represent the interests of the staff to the management through regular meetings where labor issues are addressed?</td>
<td>Documentation is available which demonstrates that a clearly identified, named employees’ representative(s) or an employees’ council representing the interests of the employees to the management is elected or in exceptional cases nominated by all employees and recognised by the management. The election or nomination takes place in the ongoing year or production period and is communicated to all employees. The employees’ representative(s) shall be aware of his/her/their role and rights and be able to discuss complaints and suggestions with the management. Meetings between employees’ representative(s) and the management occur at accurate frequency. The dialogue taking place in such meetings is duly documented. For GRASP compliance, in addition to the local law, the farm shall have a representative or a form of representation when the farm has more than one employee (employee concept is defined in section 9.2 of the GRASP General Rules). Any producer with a minimum of one (1) employee shall have a form of employee representation that can be applied to meet the GRASP requirements as indicated in the different control points concerning the employees’ representative (ER). The ER or, in alternative scenarios, the person (people) responsible for the system of representation shall be present during the assessment. This representation could take any form (it could be a person, group of people, several temporarily appointed people, etc.) as long as: • They don’t have a management position • Employees decide who they are • It is communicated to the employees • Employees recognize them In the event that there is no council of employees, one of the representatives of the Joint Committee may be considered to represent the interests of the workers before the employer. See Regulatory Appendix</td>
</tr>
<tr>
<td>COMPLAINT PROCEDURE</td>
<td>Is there a complaint and suggestion procedure available and implemented</td>
<td>A complaint and suggestion procedure appropriate to the size of the company exists. The employees are regularly</td>
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<td>Control Point</td>
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<td>in the company through which employees can make a complaint or suggestion?</td>
<td>informed about its existence, complaints and suggestions can be made without being penalized and are discussed in meetings between the employees’ representative(s) and the management. The procedure specifies a time frame to answer complaints and suggestions and take corrective actions. Complaints, suggestions and follow-up solutions from the last 24 months are documented.</td>
<td>See regulatory appendix.</td>
</tr>
</tbody>
</table>

**SELF-DECLARATION ON GOOD SOCIAL PRACTICES**

3 Has a self-declaration on good social practice regarding human rights been signed by the management and the employees’ representative and has this been communicated to the employees?  

The management and the employees’ representative(s) have signed, displayed and put in practice a self-declaration assuring good social practice and human rights of all employees. This declaration contains at least commitment to the ILO core labor conventions (ILO Conventions 111 on discrimination, 138 and 182 on minimum age and child labor, 29 and 105 on forced labor, 87 on freedom of association, 98 on the right to organize and collective bargaining, 100 on equal remuneration and 99 on minimum wage) and transparent and non-discriminative hiring procedures and the complaint procedure. The self-declaration states that the employees’ representative(s) can file complaints without personal sanctions. The employees have been informed about the self-declaration and it is revised at least every 3 years or whenever necessary.  

Subcontracted workforce will be included in the scope of GRASP and its obligations. The labor code includes subcontracted activities in articles 92 Bis; 183 A to 183 E and 209.  

The Chilean case considers the provisions of the Labor Code (in particular, article 62, bis1), which addresses issues such as compliance with the principle of equal pay; articles 13 and subsequent articles on the legal age of employment; articles 212 and following articles on trade unions; and article 2 on non-discrimination regarding labor matters; and the corresponding law that establishes the minimum monthly wage. In the self-declaration, the employer must consider all those matters referred to in the fundamental Conventions of the ILO. Convention 29 of ILO referred to forced labor, which was confirmed in Chile on May 5, 1933, but was not enacted, which is why it is not a law in Chile. Convention N° 99 of the ILO, referred to Minimum Wage Fixing Machinery (Agriculture) Convention, 1951, has not been enacted or confirmed in Chile. Law 20.609 article 2: Definition of arbitrary discrimination.
## Control Point

### ACCESS TO NATIONAL LABOR REGULATIONS

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<td>4</td>
<td>Do the person responsible for the implementation of GRASP (RGSP) and the employees’ representative(s) have knowledge of or access to recent national labor regulations?</td>
<td>The responsible person for the implementation of GRASP (RGSP) and the employees’ representative(s) have knowledge of or access to national regulations such as gross and minimum wages, working hours, trade union membership, anti-discrimination, child labor, labor contracts, holiday and maternity leave. Both the RGSP and the employees’ representative(s) know the essential points of working conditions in agriculture as formulated in the applicable GRASP National Interpretation Guidelines.</td>
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<td>In the event workers do not elect a representative, an alternative system shall be in place to provide for the role of the employees’ representative in this CP. The employer guarantees that the workers’ representative or council of employees, as the case may be, has knowledge of the employment legislation in force, and in particular: a) Labor Code (wages, employment contract, unionization, rights and obligations of workers and employers, child labor, holidays); b) Law N° 20.189, regarding child labor. c) Law N° 16.744 (Social Insurance against Risks of work accidents and Professional illness). d) Law N° 20.607, that sanctions labor harassment. e) Law N° 20.545, protection to maternity. f) Law 19.069: Sets standards on unions and collective bargaining. G) Law No. 20.609: It sets out anti-discrimination measures H) Law No. 21.247: This law establishes benefits for fathers, mothers and caregivers of children as indicated. i) Law N° 20.001: It regulates the maximum weight to be carried</td>
</tr>
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</table>

### Table: **Fundamental**

<table>
<thead>
<tr>
<th>Convention</th>
<th>Date</th>
<th>Status</th>
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<tbody>
<tr>
<td>C029 - Forced Labour Convention, 1930 (No. 29)</td>
<td>31 May 1933</td>
<td>In Force</td>
</tr>
<tr>
<td>C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)</td>
<td>01 Feb 1999</td>
<td>In Force</td>
</tr>
<tr>
<td>C098 - Right to Organise and Collective Bargaining Convention, 1949 (No. 98)</td>
<td>01 Feb 1999</td>
<td>In Force</td>
</tr>
<tr>
<td>C100 - Equal Remuneration Convention, 1951 (No. 100)</td>
<td>20 Sep 1971</td>
<td>In Force</td>
</tr>
<tr>
<td>C105 - Abolition of Forced Labour Convention, 1957 (No. 105)</td>
<td>01 Feb 1999</td>
<td>In Force</td>
</tr>
<tr>
<td>C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111)</td>
<td>20 Sep 1971</td>
<td>In Force</td>
</tr>
<tr>
<td>C138 - Minimum Age Convention, 1973 (No. 138) Minimum age specified: 15 years</td>
<td>01 Feb 1999</td>
<td>In Force</td>
</tr>
<tr>
<td>C182 - Worst Forms of Child Labour Convention, 1999 (No. 182)</td>
<td>17 Jul 2000</td>
<td>In Force</td>
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<tr>
<td><strong>WORKING CONTRACTS</strong></td>
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<td>by a human being.</td>
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<tr>
<td>5</td>
<td>Can valid copies of working contracts be shown for the employees? Are the working contracts compliant with applicable legislation and/or collective bargaining agreements and do they indicate at least full names, a job description, date of birth, date of entry, wage and the period of employment? Have they been signed by both the employee and the employer?</td>
<td>All employees shall be informed in writing and with comprehensible data about their employment conditions and compliance with national legal requirements. For every employee, a contract can be shown to the assessor on request (on a sample basis). Both the employees as well as the employer have signed them. Records contain at least full names, nationality, job description, date of birth, the regular working time, wage and the period of employment (e.g. permanent, period or day laborer etc.) and for non-national employees their legal status and working permit. The contract does not show any contradiction to the self-declaration on good social practices. Records of the employees must be accessible for the last 24 months.</td>
</tr>
<tr>
<td><strong>PAYSLEIPS</strong></td>
<td></td>
<td>The employer must make sure that the work contract is written and includes at least the following provisions: 1. Place and date of the contract, 2. identification of the parties including nationality, date of birth of the employee and date of employee's entry into the company, 3. Definition of the type of services and the place or city where they are to be provided, 4. Amount, form and period of payment of the agreed wages, 5. Duration and distribution of the working day, 6. Contract Period, 7. Other agreements agreed upon by the parties, 8. Additional benefits to be provided by the employer in the form of housing, room, light, fuel, food or other benefits provided. The time limit to have the contract in writing is 15 days from the date the worker is hired (general rule), or five days if the contract is for a specific work or service or less than thirty days.</td>
</tr>
<tr>
<td>6</td>
<td>Is there documented evidence indicating regular payment of salaries corresponding to the contract clause?</td>
<td>The employer shows adequate documentation of the salary transfer (e.g. employee's signature on pay slip, bank transfer). Employees sign or receive copies of pay slips / pay register that have been made available. The employer must pay the employee's remuneration, at the latter's request, by check, cash, bank transfer, deposit on their sight account or through a sight draft (Article 54, paragraph 2, Labor Code). and together with the payment, the employer must provide the worker with a pay slip indicating the amount paid, how</td>
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<td>make the payment transparent and comprehensible for them. Regular payment of all employees during the last 24 months is documented.</td>
<td>it was calculated and the discounts made, known as the settlement of wages, which may be signed by the worker (Article 54, paragraph 3, Labor Code). Signature does not constitute a legal requirement. See Regulatory Appendix.</td>
</tr>
<tr>
<td>WAGES</td>
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<tr>
<td>7</td>
<td>Do pay slips / pay registers indicate the conformity of payment with at least legal regulations and/or collective bargaining agreements?</td>
<td>The employer may agree on a wage per unit of time, day, week, fortnight or month or by piece or size or by work. In no case may the unit of time exceed one month. Monthly salary may not be less than the minimum monthly wage. If partial working days are agreed upon, the salary may not be less than the current minimum, calculated proportionally in relation to the ordinary working day. (Article 44, Labor Code). Article 42, a) provides that the salary may not be less than the minimum wage. To know what the amount of the minimum wage is, please visit the website <a href="http://www.dt.gob.cl">http://www.dt.gob.cl</a>. See Regulatory Appendix.</td>
</tr>
<tr>
<td>NON-EMPLOYMENT OF MINORS</td>
<td>Records indicate compliance with national legislation regarding minimum age of employment. If not covered by national legislation, children below the age of 15 are not employed. If children -as core family members- are working at the company, they are not engaged in work that is dangerous to their health and safety, jeopardizes their development or prevents them from finishing their compulsory school education.</td>
<td>Children or young workers from the company's management will be included in the GRASP assessment. For GRASP compliance, no young worker (between the ages of 15 and 18) shall work in any activity that is dangerous to their health and safety, endangers their development, or prevents them from completing their mandatory schooling. The employer must fully comply with the dispositions contained in the Labor Code (Articles 13 and followings) that allows the work of persons between 15 and 18 years old, with certain requirements and specific impediments associated with the labor nature entrusted. Under no circumstances companies can hire minors under 15 years for agriculture labors.</td>
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<tr>
<td>ACCESS TO COMPULSORY SCHOOL EDUCATION</td>
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<tr>
<td>9</td>
<td>Do the children of employees living on the company’s production/handling sites have access to compulsory school education?</td>
<td>There is documented evidence that children of employees at compulsory schooling age (according to national legislation) living on the company’s production/handling sites have access to compulsory school education, either through provided transport to a public school or through on-site schooling.</td>
</tr>
<tr>
<td>TIME RECORDING SYSTEM</td>
<td>Is there a time recording system that shows working time and overtime on a daily basis for the employees?</td>
<td>There is a time recording system implemented appropriate to the size of the company that makes working hours and overtime transparent for both employees and employer on a daily basis. Working times of the employees during the last 24 months are documented. Records are regularly approved by the employees and accessible for the employees’ representative(s).</td>
</tr>
<tr>
<td>WORKING HOURS AND BREAKS</td>
<td>Do working hours and breaks documented in the</td>
<td>Documented working hours, breaks and rest days are in line with applicant</td>
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<td>time records comply with applicant legislation and/or collective bargaining agreements?</td>
<td>legislation and/or collective bargaining agreements. If not regulated more strictly by legislation, records indicate that regular weekly working hours do not exceed a maximum of 48 hours, during peak season (harvest), weekly working time does not exceed a maximum of 60 hours. Rest breaks/days are also guaranteed during peak season.</td>
<td>NOT exceed 60 hours per week in any week of the year. The auditor shall check this. For the purpose of controlling attendance and determining working hours, whether regular or overtime, the employer shall keep a record consisting of a personnel attendance book or a record card clock (Article 33, Labor Code). Breaks may be documented from these records.</td>
</tr>
</tbody>
</table>

**ONLY APPLICABLE FOR PRODUCER GROUPS INTEGRATION INTO QMS**

| QMS | Does the assessment of the Quality Management System (QMS) of the producer group show evidence of the correct implementation of GRASP for all participating producer group members? | The assessment of the Quality Management System of the producer group demonstrates that GRASP is correctly implemented and internally assessed. Non-compliances are identified and corrective actions are taken to enable compliance of all participating producer group members. |

**ADDITIONAL SOCIAL BENEFITS**

| R 1 | What other forms of social benefit does the company offer to employees, their families and/or the community? Please specify incentives for good and safe working performance, bonus payment, support of professional development, social benefits, child care, improvement of social surroundings etc.). |  |
Annex to GRASP Interpretation for Chile

Control Point 1:
Labor Code

Article 235. Company unions that have less than twenty-five workers shall be headed by a Director, who will act as President and enjoy labor protection. In other cases, the board of directors shall be composed by the number of directors established by the statute. Notwithstanding the provisions of the preceding paragraph, only the highest majorities established below shall enjoy the privileges set forth in Article 243 and the permits and licenses set forth in Articles 249, 250 and 251, and they shall elect the President, the Secretary and the Treasurer from among them:

Article 236. In order to be elected or serve as a union director or union delegate in accordance with the provisions of Article 229, it is necessary to comply with the requirements set forth in the corresponding statutes.

Article 237. For the first election of the Board of Directors, all workers who attend the organizational meeting and who meet the requirements to be a union director shall be candidates. In the upcoming elections of the union board of directors, candidates must be introduced according to the procedures, opportunity and publicity set forth in the statutes. If the statutes do not specify, the nominations must be presented in writing to the Secretary of the Board of Directors no earlier than fifteen days and no later than two days prior to the date of the election. The Secretary shall communicate in writing or by means of a certified letter the circumstances of having presented a candidacy to the corresponding Department of Labor Inspection, within the two working days following its completion. Those who obtain the highest majority will be elected. If there is a tie, the statute shall be applicable and if nothing is said, a new election shall be held only for those who are in such a situation.

Article 239. Any voting that must be done in order to elect or result in the censorship of the Board of Directors shall be secret and shall be conducted in the presence of a certifying officer. No meeting of the corresponding union may be held on the day of the voting, except as provided in Article 221. The statute shall establish the seniority requirements for the election and censorship vote of the union board of directors.

Article 302. Abrogated
SUPREME DECRETO NO. 54 OF 1969 APPROVES REGULATIONS FOR THE CONSTITUTION AND OPERATION OF JOINT HEALTH AND SAFETY COMMITTEES

Art. 1 In every company, worksite, branch or agency where more than 25 people work, there shall be a Joint Health and Safety Committee, made up of employer and worker representatives, whose decisions, taken in the exercise of the powers entrusted to them by Law 16.744, shall be binding on the company and the workers. If the company has different worksites, branches or agencies, in the same or in different places, they should organize a Joint Health and Safety Committee in each of them.

If in doubt, it will be up to the corresponding Labor Inspector to decide whether or not to set up the Joint Health and Safety Committee.

Art. 3. The Joint Health and Safety Committees shall be composed of three employer representatives and three worker representatives. For each full member, another shall also be appointed as a substitute.

Article 4. The appointment of the employers' representatives shall be made 15 days prior to the date on which the Joint Health and Safety Committee ceases to function. For the renewal of such Committee, the appointments shall be communicated to the corresponding Department of Labor Inspections by certified letter, and the workers within the company or worksite, branch or agency will be informed by means of notices posted in the workplace.

In the event that the employer representatives are not appointed at the scheduled time, the former representatives of the Committee whose term ends shall remain in office.

Art. 5. The election of the workers' representatives shall be carried out by secret and direct ballot called and chaired by the president of the Joint Health and Safety Committee, whose term of office ends no less than 15 days prior to the date on which it is to be held, by means of notices posted in visible places in the corresponding industry or site.

All employees of the corresponding company, site, branch or agency may take part in this election; and if any of them work part of their working day in one site and part in another, they may participate in the elections carried out in each one of them.

Art. 9. The employer's representatives shall preferably be individuals linked to the technical activities carried out in the industry or site where the Joint Health and Safety Committee has been established.

Art. 10. The following is required to be elected as a worker representative member:

a) To be older than 18 years of age;

b) To be able to read and write;

c) To be currently working in the corresponding employing entity, company, factory, branch or agency and to have been employed by the employing entity for at least one year;

d) To demonstrate they have attended an occupational risk prevention training course given by the National Health Service or other agencies responsible for insurance against occupational accident risks and occupational diseases; or to provide or have provided services in the Occupational Risk Prevention Department of the company, in tasks related to the prevention of occupational risks for at least one year;

e) For workers referred to in Article 1 of Law No. 19.345, they must be permanent or temporary employees, or employees governed by the Labor Code.
The requirement under letter c) shall not apply in those companies, operations, branches or agencies in which more than 50% of the workers have been employed for less than one year.

**Control point 2:**

**LABOR CODE**

Art. 154. Employees' handbook shall contain the following provisions at least:

...  
6.- the designation of the executive or dependent positions of the establishment to whom the workers must submit their requests, complaints, queries and suggestions, and for companies with two hundred workers or more, there shall be a record of the different positions or functions in the company and their main technical characteristics;  
13.- Procedures to be followed for complaints arising from the infringement of Article 62 bis. In all cases, both the complaint and the employer's response must be in writing and supported by a duly justified statement of the reasons for such complaint. The employer must respond within a period not exceeding thirty days from the date of the employee's complaint.

**Control point 3:**

**LABOR CODE**

Art.2. The social function of work and the freedom of individuals to hire and engage in the lawful work of their choice shall be recognized.

Labor relations shall always be based on respect for the person's dignity. Sexual harassment, among other conducts, is contrary to this provision. Sexual harassment is understood as the improper behavior of a person who, by any means, unduly makes requests of a sexual nature without the consent of the person who receives them and which threaten or harm their employment or job opportunities. Likewise, mobbing constitutes a threat to a person's dignity, which is understood as any behavior that represents repeated aggression or harassment, exercised by the employer or by one or more workers, against another or other workers, by any means, and which results in the affected worker or workers being undermined, mistreated or humiliated, or which threatens or harms their employment or job opportunities.

Discrimination actions violate the principles of the labor laws.
Discriminatory actions are any distinction, exclusion or preference based on race, color, sex, pregnancy, maternity, breastfeeding, age, marital status, union membership, religion, political opinion, nationality, ethnic origin, socioeconomic status, language, beliefs, trade union membership, sexual orientation, gender identity, affiliation, personal appearance, illness or disability, or social origin, which is intended to void or affect the equality of opportunities or treatment at work or in a given position.

Given all the above, any distinction, exclusion, or privilege based on the qualifications required for a particular job will not be deemed discrimination
Therefore, and without prejudice to any other provisions of this Code, job offers made directly by an employer or through third parties and through any means, which state any of the conditions referred to in the fourth paragraph as a requirement to apply are discriminatory actions.

No employer may restrict the hiring of workers due to failure to comply with economic, financial, banking or commercial obligations that, in accordance with the law, may be communicated by those responsible for records or personal databases; neither may they demand any statement or certificate for such purpose. The only exceptions are workers who have the power to represent the employer, such as managers, assistant managers, agents or representatives, provided that, in all these cases, they are endowed, at least, with general powers of administration; and workers who are in charge of the collection, management or safekeeping of funds or securities of any nature.

No employer may restrict the hiring of a worker, their continuity or renewal of contract, or the promotion or job mobility, to not suffering or not having suffered from cancer, nor require any certificate or medical examination for such purposes.

The provisions of the third and fourth paragraphs of this article and the obligations arising therefrom for employers shall be understood to be incorporated in the employment contracts to be entered into.

It is the State's responsibility to protect workers' right to freely choose their work and to ensure compliance with the rules governing the provision of services.

Art. 13. For all legal purposes regarding labor laws, persons over eighteen years of age shall be considered adults and may freely engage in employment.

Minors under eighteen and over fifteen years of age may enter into employment contracts only to perform light work that does not harm their health and development, provided they have the express authorization of their father or mother; in the absence of such, their paternal or maternal grandfather or grandmother; or in the absence of such, of the guardians, persons or institutions that have taken care of the minor, or in the absence of all of the above, of the corresponding labor inspector. In addition, they must previously demonstrate that they have completed their High School Education or that they are currently attending Secondary or Elementary School. In these cases, the work should not hinder their regular attendance to classes and their participation in educational or training programs. Minors under eighteen years of age who are currently attending elementary or high school may not work for more than thirty hours per week during the school period. Minors under eighteen years of age may not work more than eight hours a day under any circumstances. At the request of a party, the Dirección Provincial de Educación (Local Department of Education) or the corresponding Municipality shall certify the geographic and transportation conditions in which a working minor must attend elementary or secondary education.

The labor inspector who has authorized the minor as described in the preceding paragraphs shall inform the corresponding Family Court, which may revoke the authorization if it is deemed inconvenient for the worker.

Once the authorization is granted, the rules of Article 246 of the Civil Code shall apply to the minor and they shall be considered fully capable of exercising the corresponding functions.
The authorization required in the second paragraph shall not apply to married women, who shall be governed in this respect by the provisions of Article 150 of the Civil Code.

Following a report from the Labor Department, a regulation of the Ministry of Labor and Social Welfare shall determine the activities considered dangerous for the health and development of minors under eighteen years of age, which consequently prevent them from entering into employment contracts according to the preceding paragraphs. Said list shall be updated every two years.

Companies that hire the services of minors under eighteen years of age must keep a record of such contracts at the corresponding Local Labor Department.

Art. 14. Minors under eighteen years of age shall not perform any work or tasks that require excessive physical strength, or activities that may be dangerous to their health, safety or morals. Individuals under twenty-one years of age may not be hired for mining work below ground level without undergoing an aptitude test first.

The employer who hires a minor under twenty-one years of age without having complied with the requirement established in the preceding paragraph shall be subject to a fine of three to eight monthly tax units, which will double in case of recurrence.

Art. 17. If the employer hires a minor without being subject to the provisions of the preceding articles, such employer shall be subject to all the obligations inherent to the contract as long as it is applied; but the labor inspector, ex officio or at the request of a party, shall order the termination of the relationship and shall apply the corresponding sanctions to the employer.

Any person may report any violations regarding child labor of which they are aware to the competent authorities.

Art. 18. All night work in industrial and commercial establishments is prohibited to minors under eighteen years of age. The period of time during which a person under 18 years of age may not work at night shall be eleven consecutive hours, which shall include, at least, the interval between ten pm and seven am.

Art. 62 bis. - The employer shall comply with the principle of equal pay for men and women performing the same work, and objective differences in wages based, among other reasons, on skills, qualifications, suitability, responsibility or productivity shall not be considered arbitrary.

Complaints made under this article shall be conducted in accordance with Paragraph 6 of Chapter II of Title I of Section V of this Code, once the complaint procedure provided for this purpose in the company's internal regulations has been concluded.

Art. 212. Workers of the private sector and State enterprises, regardless of their legal nature, have the right to form, without prior authorization, the trade union organizations they deem convenient, with the only condition of complying with the law and their statutes.

Art. 92 bis. Persons who act as intermediaries for agricultural workers and for those who render services in commercial or agro-industrial enterprises derived from agriculture, timber exploitation or other similar activities, must be registered in a special Register kept by the corresponding Labor Inspection Office for such purposes.
Companies that use the services of agricultural intermediaries or contractor companies not registered as indicated in the preceding paragraph shall receive a fine that will be accrued to the benefit of the State in accordance with the provisions of Article 477.

When the services rendered are limited only to the intermediation of workers to a site, the provisions of the second paragraph of Article 183-A shall apply, and it shall be understood that such workers are employees of the owner of the work, company or site.

Art. 183-A.- Subcontracted work is work performed by a worker for an employer, called contractor or subcontractor, under an employment contract, when the latter, by virtue of a contractual agreement, is responsible for performing works or services, at their own account and risk and having workers under their dependence, for a third natural or legal person who owns the work, company or site, known as the main company, in which the services are performed or the contracted works are executed. However, works or services that are performed or rendered sporadically or intermittently shall not be subject to the provisions of this Paragraph.

If the services provided are performed without complying with the requirements set forth in the preceding paragraph or are limited only to the intermediation of workers to a site, it shall be understood that the employer is the owner of the work, company or site, without prejudice to the corresponding sanctions by application of Article 478.

Art. 183-B.- The main company shall be jointly and severally liable for the labor and social security obligations of the contractors in favor of their employees, including any legal compensation for termination of the labor relationship. Such liability shall be limited to the time or period during which the worker(s) rendered services under subcontracting for the main company.

In the same terms, the contractor shall be jointly and severally liable for the obligations affecting its subcontractors, in favor of their employees. The main company shall be liable for the same obligations affecting subcontractors, when the liability referred to in the following paragraph cannot be enforced.

The worker, when filing the lawsuit against their direct employer, may do so against all those who may be liable for their rights, in accordance with the rules of this Paragraph.

In the case of construction of buildings for a single predetermined price, these responsibilities shall not apply when the person who commissions the work is a natural person.

Art. 183-C.- The main company, at its request, shall have the right to be informed by the contractors of the amount and state of compliance with the labor and social security obligations that correspond to them regarding their workers, as well as the same type of obligations that the subcontractors have with their workers. Contractors shall have the same right with regard to their subcontractors.

The amount and status of compliance with the labor and social security obligations referred to in the preceding paragraph must be evidenced by certificates issued by the respective Labor Inspection Office, or by other appropriate means that guarantee the truthfulness of such amount and status of compliance. The Ministry of Labor and Social Security shall issue, within 90 days, regulations that establish the procedure, term and purposes by which the corresponding Labor Inspection shall issue such certificates. The regulations shall also define the form or mechanisms through which the competent entities or institutions may duly certify, by appropriate means, compliance with labor and social security obligations of contractors with respect to their workers.

In the event that the contractor or subcontractor does not timely prove full compliance with labor and social security obligations as indicated, the main company may withhold from the obligations the contractor or subcontractor may have in their favor, the amount for which they are responsible in
accordance with this Paragraph. Contractors shall have the same right with regard to their subcontractors. Should such withholding be made, the
person withholding the amount shall be obliged to pay it to the worker or the creditor social security institution.
However, the main company or the contractor, as the case may be, may pay the worker or the creditor social security institution by subrogation.
The Labor Department shall inform the main company of any violations of labor and social security legislation that are found in the inspections carried
out on its contractors or subcontractors. The same obligation shall apply to contractors with respect to their subcontractors.

Art. 183-D.- If the main company exercises its right to be informed and the right of retention referred to in the first and third paragraphs of the preceding
article, it shall be liable for those labor and social security obligations affecting contractors and subcontractors in favor of their workers, including any
legal compensation that may correspond to the termination of the labor relationship. Such liability shall be limited to the time or period during which the
contractor or subcontractor’s worker(s) rendered services under subcontracting for the owner of the work, site or company. The contractor shall also
assume the same responsibility for the obligations affecting its subcontractors, in favor of the latter's workers.
The provisions of the preceding paragraph shall also apply in the event that, having been notified by the Labor Department of the violations of labor and
social security legislation found in the audits carried out on its contractors or subcontractors, the main company or contractor, as the case may be,
exercises the withholding right referred to in the third paragraph of the preceding article.

Art. 183-E.- Without prejudice to the obligations of the main company, contractor and subcontractor with respect to its own workers by virtue of the
provisions of Article 184, the main company shall implement the necessary measures to effectively protect the life and health of all workers working in
its worksite, company or site, regardless of their employment, in accordance with the provisions of Article 66 bis of Law No. 16.744 and Article 3 of
Supreme Decree No. 594, of 1999, of the Ministry of Health.
In the case of construction of buildings for a single predetermined price, the responsibilities and obligations set forth in the preceding paragraph shall
not apply when the person who commissions the work is a natural person.
Without prejudice to the rights recognized in this Paragraph 1 to the subcontracted worker, with respect to the owner of the work, company or site, the
worker shall enjoy all the rights that the labor laws recognize in relation to their employer.

Art. 209. The employer is responsible for the affiliation and contribution obligations arising from the mandatory social insurance against the risks of
accidents at work and professional diseases regulated by Law No. 16.744.

In the same terms, the owner of the work, company or site is subsidiarily responsible for the affiliation and contribution obligations of the contractors in
relation to the obligations of their subcontractors.

LAW No 20.609 ESTABLISHES MEASURES AGAINST DISCRIMINATION

Art. 1 - Purpose of the law. The main purpose of this law is to establish a legal mechanism to effectively restore the Rule of Law whenever an act of
arbitrary discrimination is committed.
It shall be the responsibility of each of the organs of the State Administration, within the scope of their competence, to design and implement policies aimed at guaranteeing every person, without arbitrary discrimination, the full enjoyment and exercise of their rights and freedoms recognized by the Political Constitution of the Republic, the laws and the international treaties ratified by Chile and in force.

Article 2 - Definition of arbitrary discrimination. For the purposes of this law, arbitrary discrimination is understood as any distinction, exclusion or restriction that lacks reasonable justification, carried out by agents of the State or private individuals, and that causes deprivation, disturbance or threat to the legitimate exercise of the fundamental rights established in the Political Constitution of the Republic or in the international treaties on human rights ratified by Chile and that are in force, in particular when they are based on reasons such as race or ethnicity, nationality, socioeconomic status, language, ideology or political opinion, religion or belief, union membership or participation in trade organizations or lack thereof, sex, maternity, breastfeeding, nursing, sexual orientation, gender identity and expression, marital status, age, affiliation, personal appearance, and illness or disability. The categories referred to in the preceding paragraph may in no case be used to justify, validate or exonerate situations or behavior against the law or public regulations.

Distinctions, exclusions or restrictions that, notwithstanding being based on any of the criteria mentioned in the first paragraph, are justified in the legitimate exercise of another fundamental right, especially those referred to in numbers 4, 6, 11, 12, 15, 16 and 21 of Article 19 of the Political Constitution of the Republic, or in another constitutionally legitimate cause, shall be considered reasonable.

Control point 4:

LAW NO. 16.744, ON SOCIAL INSURANCE AGAINST RISKS OF WORK ACCIDENTS AND PROFESSIONAL DISEASES
Link: http://www.leychile.cl/Navegar?idNorma=28650

LAW NO. 19.069, ON TRADE UNION ORGANIZATIONS AND COLLECTIVE BARGAINING
Link: http://www.paritarios.cl/leyes/leg_ley_19.069.htm

LABOR CODE Link: https://www.bcn.cl/leychile/navegar?idNorma=207436

LAW ON NON-DISCRIMINATION: Link: https://www.bcn.cl/leychile/navegar?idNorma=1042092

LAW ON EXTENDED EMERGENCY MATERNITY LEAVE: Link: https://www.bcn.cl/leychile/navegar?idNorma=1147763

LAW N° 20.001. REGULATES THE MAXIMUM WEIGHT TO BE CARRIED BY A HUMAN BEING Link: http://bcn.cl/2gtgi

Control point 5:

LABOR CODE

Art. 9. The employment contract is entered into consensually; it must be in writing within the terms referred to in the following paragraph, and signed by both parties in two copies, one of which shall remain in the possession of each contracting party.
The employer who does not write a written contract within fifteen days of the incorporation of the worker, or within five days in the case of contracts for a specific work, job or service or contracts for a duration of less than thirty days, shall be sanctioned with a fine of one to five monthly tax units to the benefit of the State.

Art. 10. The employer must make sure that the work contract includes at least the following provisions:
1. Place and date of the contract;
2. Identification of the parties including nationality, date of birth of the employee and date of employee's entry into the company,
3. Definition of the type of services and the place or city where they are to be provided, the contract may specify two or more specific functions, whether alternative or additional;
4. Amount, form and period of payment of the agreed wages,
5. Duration and distribution of the working day, unless the company has a shift work system, in which case the provisions of the internal regulations shall apply;
6. Contract Period,
7. Other agreements agreed upon by the parties,

Additional benefits to be provided by the employer in the form of housing, room, light, fuel, food or other benefits provided.

When an employee is required to change their address in order to be hired, the place of origin of the employee must be recorded.
If the nature of the services requires the employee to travel, the place of work shall be understood to be the entire geographical area covered by the company's activity. This rule applies in particular to travelers and employees of transport companies.

Art. 33. For the purpose of controlling attendance and determining working hours, whether regular or overtime, the employer shall keep a record consisting of a personnel attendance book or a record card clock. (…)
Art. 94. The contract for seasonal farm workers must be written in four copies, within five days of the worker's entry on duty

Control point 6:

LABOR CODE

Art 54 bis, Labor Code: Salaries shall be paid in legal currency, without prejudice to the provisions of the second paragraph of Article 10 and the provisions for agricultural workers. At the employee's request, payment may be made by check or bank sight voucher made payable to the employee's name. Together with the payment, the employer must provide the worker with a pay slip indicating the amount paid, how it was calculated and the discounts made.

Article 54, paragraph 3, of the Labor Code: Together with the payment, the employer must provide the worker with a pay slip indicating the amount paid, how it was calculated and the discounts made.

Verdict Ordinance Nº4794/325: The employee's signature as a sign of acceptance on the pay slips is not a legal requirement but constitutes a proof of payment of remuneration, its amount and deductions should there be any discrepancies as to its effectiveness.
Control point 7:
LABOR CODE

Art. 42. Remuneration includes, but is not limited to, the following:

a) salary, or base salary, which is the mandatory and fixed stipend, in cash, paid in equal periods, determined in the contract, which the worker receives for the rendering of their services in an ordinary workday, without prejudice to the provisions of the second paragraph of Article 10. Salary may not be less than the minimum monthly wage. Those employees who do not have to work the full working day are exempted from this rule. Without prejudice to the provisions of the second paragraph of Article 22, it shall be presumed that the employee is subject to working hours’ compliance when they are required to register by any means and at any time of the day their arrival or leaving for work, or when the employer makes deductions for tardiness of the employee.

Likewise, it shall be presumed that the employee is subject to the ordinary working day when the employer, through a hierarchical superior, exercises functional and direct supervision or control over the performance and timeliness of the work, understanding that there is no such functionality when the employee only delivers the results of their tasks and reports from time to time, especially when performing their work in regions other than the employer’s address.

b) overtime pay, which consists of remuneration for overtime work;

c) commission, which is the percentage on the price of sales or purchases, or on the amount of other operations, that the employer performs with the collaboration of the employee;

d) participation, which is the proportion in the profits of a given business or company or only of one or more sections or branches of the same; and

e) bonus, which corresponds to the portion of the employer’s profits that benefits the employee’s salary.

Art. 44. The employer may agree on a wage per unit of time, day, week, fortnight or month or by piece or size or by work, without prejudice to the provisions of Article 42 letter(a).

In no case may the unit of time exceed one month.

The amount of the monthly salary may not be less than the minimum monthly wage. If partial working days are agreed upon, the salary may not be less than the current minimum, calculated proportionally in relation to the ordinary working day.

For contracts lasting thirty days or less, the remuneration agreed with the employee shall be understood to include all holiday pay and other entitlements accrued in proportion to the time served.

The provisions of the preceding paragraph shall not apply to those extensions which, added to the initial period of the contract, exceed sixty days.
Art. 45. The worker who earns remuneration exclusively on a daily basis shall be entitled to payment in cash for Sundays and holidays, which shall be equivalent to the average amount earned in the corresponding pay period, which shall be determined by dividing the total sum of the daily remuneration earned by the number of days the worker was legally required to work during the week. The same right will apply to employees who receive a monthly salary and other variable remunerations, such as commissions or special deals, but, in this case, the average will be calculated only in relation to the variable part of their remunerations.

Remunerations of an additional or extraordinary nature, such as bonuses, Christmas bonuses, annual gratifications or others, shall not be considered for the purposes indicated in the preceding paragraph.

For the purposes of the provisions of the third paragraph of article 32, the daily salary of the workers referred to in this article shall include the amount paid under this title on Sundays and holidays included in the period in which the overtime is paid, the basis for calculation of which may in no case be less than the minimum monthly wage. Any stipulation to the contrary is considered unwritten.

The provisions of the preceding paragraphs shall apply, as applicable, to the time off for workers exempted from taking the time off referred to in Article 35.

Art. 53. The employer is obliged to pay the employee for reasonable travel expenses to and from the place of employment if the employee is required to change residence for the purpose of providing services, although this shall not constitute remuneration. The employee's relocation expenses include those of family members living with the employee. There will be no obligation under this article when the termination of the contract is caused by the employee's negligence or free will.

Art. 32. Overtime may only be agreed upon to meet the needs or temporary events of the company. Such agreements shall be in writing and have a temporary validity of no more than three months, and may be renewed by agreement of the parties.

Notwithstanding the absence of a written agreement, overtime shall be considered to be those worked in excess of the agreed working day, provided the employer is aware of it.

Overtime shall be paid with a fifty percent surcharge on the salary agreed for the ordinary working day and shall be settled and paid together with the ordinary remunerations of the corresponding period. In the event that there is no agreed salary, or such salary is lower than the minimum monthly wage established by law, the latter shall constitute the basis for the calculation of the corresponding surcharge.

Overtime shall not include hours worked in compensation for leave, provided that such compensation has been requested in writing by the employee and authorized by the employer.

Art. 35. Sundays and those days declared as holidays by law shall be rest days, except for the activities authorized to be carried out by law on those days.
May 1st of each year is hereby established as National Labor Day. This day will be a holiday.

Art. 35 bis. - The parties may agree that the working day corresponding to a working day between two holidays, or between a holiday and a Saturday or Sunday, as the case may be, shall be a rest day, with remuneration, and may agree to compensate for the hours missed by rendering services before or after such date. Overtime hours worked in compensation for agreed rest shall not be considered overtime. Such agreement shall be recorded in writing. For companies or tasks that are not exempted from Sunday rest, in no case may it be agreed that the compensation be made on a Sunday.

Control point 8:

LABOR CODE

Art. 13. For all legal purposes regarding labor laws, persons over eighteen years of age shall be considered adults and may freely engage in employment. Minors under eighteen and over fifteen years of age may enter into employment contracts only to perform light work that does not harm their health and development, provided they have the express authorization of their father or mother; in the absence of such, their paternal or maternal grandfather or grandmother; or in the absence of such, of the guardians, persons or institutions that have taken care of the minor, or in the absence of all of the above, of the corresponding labor inspector. In addition, they must previously demonstrate that they have completed their High School Education or that they are currently attending Secondary or Elementary School. In these cases, the work should not hinder their regular attendance to classes and their participation in educational or training programs. Minors under eighteen years of age who are currently attending elementary or high school may not work for more than thirty hours per week during the school period. Minors under eighteen years of age may not work more than eight hours a day under any circumstances. At the request of a party, the Dirección Provincial de Educación (Local Department of Education) or the corresponding Municipality shall certify the geographic and transportation conditions in which a working minor must attend elementary or secondary education. The labor inspector who has authorized the minor as described in the preceding paragraphs shall inform the corresponding Family Court, which may revoke the authorization if it is deemed inconvenient for the worker. Once the authorization is granted, the rules of Article 246 of the Civil Code shall apply to the minor and they shall be considered fully capable of exercising the corresponding functions. 119

The authorization required in the second paragraph shall not apply to married women, who shall be governed in this respect by the provisions of Article 150 of the Civil Code. 120

Following a report from the Labor Department, a regulation of the Ministry of Labor and Social Welfare shall determine the activities considered dangerous for the health and development of minors under eighteen years of age, which consequently prevent them from entering into employment contracts according to the preceding paragraphs. Said list shall be updated every two years. Companies that hire the services of minors under eighteen years of age must keep a record of such contracts at the corresponding Local Labor Department. 121 122

Art. 14. Minors under eighteen years of age shall not perform any work or tasks that require excessive physical strength, or activities that may be dangerous to their health, safety or morals.
Individuals under twenty-one years of age may not be hired for mining work below ground level without undergoing an aptitude test first. The employer who hires a minor under twenty-one years of age without having complied with the requirement established in the preceding paragraph shall be subject to a fine of three to eight monthly tax units, which will double in case of recurrence.

Art. 17. If the employer hires a minor without being subject to the provisions of the preceding articles, such employer shall be subject to all the obligations inherent to the contract as long as it is applied; but the labor inspector, ex officio or at the request of a party, shall order the termination of the relationship and shall apply the corresponding sanctions to the employer.
Any person may report any violations regarding child labor of which they are aware to the competent authorities. 129

Art. 18. All night work in industrial and commercial establishments is prohibited to minors under eighteen years of age. The period of time during which a person under 18 years of age may not work at night shall be eleven consecutive hours, which shall include, at least, the interval between ten pm and seven am. 130 131

Control point 9:

POLITICAL CONSTITUTION OF THE REPUBLIC OF CHILE
Article 19
10th - The right to education.

The purpose of education is the full development of the individual in the different stages of their lives. Parents have the pre-emptive right and duty to educate their children. The State shall grant special protection to the exercise of this right. The State is obliged to promote preschool education and guarantee free access and government funding to kindergarten, without making it a requirement to start elementary education. Elementary and secondary education are mandatory, and the State must provide a free system for this purpose, aimed at ensuring access for the whole population. In the case of secondary education, this system, in accordance with the law, will be extended until the student reaches 21 years of age.

Control point 10:

LABOR CODE

Art. 33. For the purpose of controlling attendance and determining working hours, whether regular or overtime, the employer shall keep a record consisting of a personnel attendance book or a record card clock. When it is not possible to apply the rules set forth in the preceding paragraph, or when their application would be difficult to supervise, the Labor Department, ex officio or at the request of a party, may establish and regulate, by means of a substantiated resolution, a special system for the control
of working hours and the determination of the remunerations corresponding to the service rendered. This system shall be standardized for the same activity.

**Control point 11:**

**LABOR CODE**

Art. 10. The employer must make sure that the work contract includes at least the following provisions:
5. Duration and distribution of the working day, unless the company has a shift work system, in which case the provisions of the internal regulations shall apply;

Art. 22. The duration of the ordinary working day shall not exceed forty-five hours per week. (…)

Art. 28. The weekly maximum established in the first paragraph of Article 22 may not be distributed in more than six or less than five days. In no case may the ordinary working day exceed ten hours per day, without prejudice to the provisions of the final clause of article 38.

Art. 31. For tasks which, due to their nature, do not harm the worker's health, overtime may be agreed upon up to a maximum of two hours per day, which shall be paid with the surcharge indicated in the following article. (…)

Art. 32. Overtime may only be agreed upon to meet the needs or temporary events of the company. Such agreements shall be in writing and have a temporary validity of no more than three months, and may be renewed by agreement of the parties.

Notwithstanding the absence of a written agreement, overtime shall be considered to be those worked in excess of the agreed working day, provided the employer is aware of it. (…)

Art. 34. The working day shall be divided into two parts, allowing at least half an hour between them for lunch. This break shall not be considered as work for the purpose of calculating the length of the daily working day.
Continuous process works are exempted from the provisions of the preceding paragraph. When in doubt as to whether or not a particular work is subject to this exception, the Labor Department shall decide by means of a resolution, which may be challenged before the Labor Court under the terms provided for in Article 31.

Art. 35. Sundays and those days declared as holidays by law shall be rest days, except for the activities authorized to be carried out by law on those days.
May 1st of each year is hereby established as National Labor Day. This day will be a holiday.
Art. 35 bis. - The parties may agree that the working day corresponding to a working day between two holidays, or between a holiday and a Saturday or Sunday, as the case may be, shall be a rest day, with remuneration, and may agree to compensate for the hours missed by rendering services before or after such date. Overtime hours worked in compensation for agreed rest shall not be considered overtime. Such agreement shall be recorded in writing. For companies or tasks that are not exempted from Sunday rest, in no case may it be agreed that the compensation be made on a Sunday.

Art. 106. The weekly working week for seamen shall be fifty-six hours distributed in eight hours a day. The parties may agree on overtime without being subject to the maximum established in Art. 31. Notwithstanding the provisions of the first paragraph and only for the purposes of calculating and paying remunerations, the excess of forty-five hours per week shall always be paid with the surcharge established in the third paragraph of article 32.

Art. 93. For the purposes of this paragraph, seasonal agricultural workers are understood to be all those who perform temporary or seasonal work in agricultural, commercial or industrial activities derived from agriculture and in sawmills and timber and related exploitation plants.

Art. 94. The contract for seasonal farm workers must be written in four copies, within five days of the worker's entry on duty. When the duration of the work for which the contract is signed is longer than twenty-eight days, employers must send a copy of the contract to the corresponding Labor Inspection Office within five days of its execution.

In the event that there are unpaid remuneration balances, employers must transfer them, within 60 days from the date of termination of the employment relationship, to the individual account of the unemployment insurance created by Law No. 19.728, unless the employee provides otherwise in writing. Money received in accordance with this subsection shall always be freely available to the employee. The grantors shall be liable for these payments in accordance with the provisions of articles 64 and 64 bis.