

FLA Audit Profile	
Factory name	08021540C
Country	China
IEM	SGS
Date of audit	July 12 - 13, 2004
Days in the facility	2 days
PC(s)	Eddie Bauer; Nordstrom, Inc.
Number of workers	460
Product(s)	Sweaters
Production processes	Knitting, Linking, Sewing, Washing, Pressing, Packing

FLA Code/ Compliance Issue		Country Law/Legal Reference	FLA Benchmark	Monitor's Findings	Documentation	Best Practice	PC Remediation plan	Target Completion Date	Factory Response (Optional)	Company Follow Up (Cite Date of Follow Up)	Documentation	Company Follow Up (Cite Date of Follow-up Visit)	Documentation	
1. Code Awareness														
Worker/management awareness of Code														
		Clause 24 of The Implementation Provisions on China Labor Law, any recruitment fees not allowed.	FLA Principle of Monitoring, Obligation of Companies: Ensure that all Company factories as well as contractors and suppliers inform their employees about the workplace standards orally and through the posting of standards in a prominent place (in the local languages spoken by employees and managers) and undertake other efforts to educate employees about the standards on a regular basis.	The factory did not post the codes in a prominent place, all of the codes keep in the office only. It violated the code of FLA.			Post code of conduct in prominent areas. Code awareness should be communicated at all levels of the factory.	9/30/2004		10/18/2004	Verified in Re-audit			
2. Forced Labor														
There will not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.														
Recruitment Fees		Clause 24 of The Implementation Provisions on China Labor Law, any recruitment fees not allowed.	Deductions for repayment of any recruitment fees will not be made without the consent of the worker.	New hires should provide RMB 5 as food fee when recruited. It violated clause 24 of The implementation provisions on China Labor Law.	1. The factory rules defined all new hires should be provided food fee. 2. Interview with workers and management, it was confirmed.		China Labor Law Article 24. Discontinue the fee policy and practice and return existing deposits to workers.	9/30/2004		10/18/2004	Revised policy to discontinue deposit policy. Deposits were returned to workers and verified by signed documentation.			
3. Child Labor														
There will not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise.														
4. Harassment or Abuse														
Every employee will be treated with respect and dignity. No employee will be subject to any physical, sexual, psychological or verbal harassment of abuse.														
Monetary Fines and Penalties		Employers will not use monetary fines and penalties for poor performance.	Employers will utilize consistent written disciplinary practices that are applied fairly among all workers.	Some workers were fined RMB 5 as a penalty. It violated the code of FLA.	1. According to the disciplinary records, found some workers were fined RMB 5 due to did not wear factory badge into the factory; 2. Interview with the workers and management, it was confirmed.		Discontinue monetary fines and penalties. Establish a progressive disciplinary policy and procedures with a system of verbal and written warnings.	9/30/2004	Cause of nonconformity: All monetary fines have been canceled since the last audit. The auditor found an old poster in the dormitory which still has such wording. We did not recall there is such a rule specified, because we have never posted a fine in the dormitory. Immediate action to rectify nonconformity: Revise the dormitory rules, cancel all monetary fines imposed and inform all workers accordingly.	10/18/2004 - Not improved. Found monetary fine statement in dorm. 12/3/2004 - Improved. Factory removed monetary fine as disciplinary measure. 5/12/2005 - Improved. No disciplinary deduction policy.	Completed	Verified through agent result 10/18/04, 12/3/04, 6/29/05		
Written disciplinary practices		Employers will utilize consistent written disciplinary practices that are applied fairly among all workers.	No written procedures on hire, discipline, grievance and terminations.				Establish written policies and procedures on hiring, discipline, grievance, and terminations, harassment and abuse.	9/30/2004	Written policy and procedures reviewed in 'factory rules.'	10/18/2004 The factory has set up a policy, but need to effectively communicate policy to workers, e.g., announce policy to all workers. 12/3/2004 The factory has written new policy and procedures and posted information in factory and communicated it to workers.	Factory Rules			
5. Nondiscrimination														
No person will be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.														
Age discrimination		Employment decisions will be made solely on the basis of education, training, demonstrated skills or abilities. All employment decisions will be subject to this provision. They include: hiring, job assignment, wages, bonuses, allowances, and other forms of compensation, promotion, discipline, assignment of work, termination of employment, provision of retirement.	Hiring advertisement for factory specified age range (kitchen workers between 20-40 years old).				Develop a non-discrimination policy that bases employment, promotion, and benefits on ability, skill, and performance.	9/30/2004		10/18/2004 - not improved. Factory removed ad, but did not develop an explicit non-discrimination policy. 12/3/2004 - improved.	NO EXPLICIT POLICY ON NONDISCRIMINATION ALTHOUGH THE FACTORY HAS REMOVED THE ADVERTISEMENT THAT CONTAINED DISCRIMINATORY REFERENCES.	WECA Agent verified issue completed via August 25, 2005 reaudit of factory.		

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6. Health and Safety												
Employers will provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.												
Fire Safety Health and Safety legal compliance	1. clause 61 of China Construction Law, all completed buildings shall have construction safety certificate before being used. 2. clause 54 of China Labor Law requiring the employer shall provide regular health examination for the workers who conduct occupational harmful tasks.	Employer will comply with applicable health and safety laws and regulations. In any case where laws and code of conduct are contradictory, the higher standards will apply. The factory will possess all legally required permits.	1. The factory had no building construction safety certificate awarded by local government. 2. The factory did not arrange regular health examination for washing & cleaning workers who contact the chemical material frequently.				9/30/2004	1) Obtain building construction safety certificate. 2) Provide exams to appropriate workers. 1) Cause of nonconformity: The local authority has kept all the land, safety construction certificates, and other legal documents. We were unable to present these documents during auditing period. Immediate action to rectify nonconformity: Retrieve documents from local authorities as soon as possible. 2) Cause of nonconformity: We have overlooked this point because it was not emphasized during first audit. Immediate action to rectify nonconformity: The company will provide health examinations to all workers handling chemicals at local hospital.	10/18/2004 - Not in place. 12/3/2004 - Not in place. 5/12/2005 - Not in place 2) 10/18/04 - Not improved. 12/3/04 and 5/12/05 improved. Health exams were provided.	Verified in re-audit inspection	WECA Agent verified issue completed via August 25, 2005 reaudit of factory.	
Document Maintenance/ Accessibility	clause 12 of Safe Use of Chemicals at Workplace Provisions, MSDS shall provided to the chemical-contact workers.	All documents required to be available to workers and management by applicable laws (such as policies, MSDS, etc.) shall be made available in the prescribed manner and in the local language or language spoken by majority of the workers if different from the local language.	No MSDS was kept in the factory				9/30/2004	Maintain MSDS in local language for all chemicals.	10/18/2004	Verified in re-audit inspection		
Evacuation Procedure	clause 14 of China fire Prevention Law, fire exit shall be free of obstruction.	All applicable legally required or recommended elements of safe evacuation (such as posting of evacuation plans, unblocked aisles/exits, employee education, evacuation procedures, etc.) shall be complied with and workers shall be trained in proper safety, first aid, and evacuation procedures.	One fire exit in the top floor of warehouse was blocked during audit.				9/30/2004	Remove obstacles and ensure exits are accessible at all times.	10/18/2004	Verified in re-audit inspection		
Safety Equipment	1. clause 14.5 of China Fire Prevention Law 2. clause 20 of Safety Supervision Provisions On Lifting equipment	All safety and medical equipment (such as fire fighting equipment, first aid kits, etc.) shall be in place, maintained as prescribed and accessible to the employees.	1. Only 1 small fire extinguisher installed in 1/F material warehouse and diesel oil warehouse respectively. 2. No valid safety certificate of goods elevator during the audit.	the expiry date of the safety certificate is Feb. 19, 2004			9/30/2004	1) Install at least 2 fire extinguishers in each room and seek council from local fire department to verify if more are needed. (Fire extinguishers must be the appropriate type for type of potential fire: Textile, Petroleum or Oil, or Electrical) 2) Obtain an appropriate safety certificate for the goods elevator.	10/18/2004 - Improved 2) 10/18/2004 - Not in place. 12/3/2004 - Not in place. 5/12/2005 - Not in place 6/29/2005 - Improved	1) Verified in re-audit inspection 2) Received documentation		
PPE	clause 54 of China Labor Law requiring that employer shall provide suitable PPE to workers.	Workers shall wear appropriate protective equipment (such as gloves, eye protection, hearing protection, respiratory protection, etc.) to prevent unsafe exposure (such as inhalation or contact with solvent vapors, noise, dust, etc.) to hazardous elements including medical waste.	The washing workers did not wear PPE (i.e., gloves) during the operation				9/30/2004	Ensure appropriate PPE is provided to workers and workers, used by workers, and workers are trained on the factory policy and benefits of PPE use.	10/18/2004	Verified in re-audit inspection		
Ventilation/Electrical/facility maintenance	1. clause 38 of warehouse fire safety management code, fire-proof lamps shall be used in warehouse. 2. clause 41 of Code on health and safety at factory, the electrical connection shall be protected by a cover.	All ventilation, plumbing, electrical, and lighting services shall be provided and maintained to conform to applicable laws and prevent hazardous conditions to employees in the facility.	1. No fire-proof device was installed on lamps in warehouse. 2. The electrical connection box in wastewater treatment place missing safety cover				9/30/2004	1) Provide fire proof devise on lamps in warehouse 2) Install safety cover on control panels. 1) Cause of nonconformity: Additional fire escape lamp was installed at the entrance. There are no lamps in our warehouse. Our warehouse was equipped with fluorescent lights which we believe fire-proof device is not necessary. We believe there are some misunderstandings in the first audit (12 Jul 04). Immediate action to rectify nonconformity: Liaise with the professionals.	1) 10/18/2004 - not improved. 12/3/2004 - not improved. 5/12/2005 - improved 2) 10/18/2004 - improved	1) & 2) Verified in re-audit inspection		
Machinery Maintenance	clause 32 of Code on Health and Safety at Factory	All production machinery and equipment shall be maintained, properly guarded, and operated in a safe manner.	safety cover for belt-running part on rolling machines missing on the third floor.				9/30/2004	Safe guard all moving components of machines.	10/18/2004	Verified in re-audit inspection		

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Sanitation in Dormitories		All dormitories shall be kept secure, clean and have safety provisions (such as fire extinguishers, first aid kits, unobstructed emergency exits, emergency lighting etc.). Emergency evacuation drills should also be conducted at least annually.			The dormitory is clean and installed enough fire fighting equipment well maintained, 1 first aid box available on each floor and every room had a telephone.							
7. Freedom of Association and Collective Bargaining												
Employers will recognize and respect the right of employees to freedom of association and collective bargaining.												
Right to Freely Associate		FLA Comment: <i>The Chinese constitution guarantees Freedom of Association; however, the Trade Union Act prevents the establishment of trade unions independent of the sole official trade union – the All China Federation of Trade Unions (AFTU). According to the ILO, many provisions of the Trade Union Act are contrary to the fundamental principles of freedom of association, including the non-recognition of the right to strike. As a consequence, all factories in China fall short of the ILO standards on the right to organize and bargain collectively. Recently, however, the government has introduced new regulations that could improve the functioning of the labor relations mechanisms.</i> <i>The Amended Trade Union Act of October 2001 does stipulate that union committees have to be democratically elected at members' assemblies and trade unions must be accountable to their members. The trade union has the responsibility to consult with management on key issues of importance to their members and to sign collective agreements. It also grants the trade union an enhanced role in dispute resolution. In December 2003, the Collective Contracts Decree introduced the obligation for representative trade unions and employers to negotiate collective agreements, in contrast to the previous system of non-negotiated administrative agreements.</i>				Establish clear policies and procedures to provide workers with the right to freely associate and collective bargaining. Communication channels should be available.	9/30/2004		10/18/2004	Right to associate recognized in 'factory rules'.		
8. Wages and Benefits												
Employers recognize that wages are essential to meeting employees' basic needs. Employers will pay employees, as a base, at least the minimum wage required by local law or the prevailing industry wage, whichever is higher, and will provide legally mandated benefits.												
Minimum Wage	Clause 48 of China Labor Law: The workers wages should not lower than the legal minimum wage standards.	Employers will pay workers the legal minimum wage or the prevailing industry wage, whichever is higher.	About 10% of workers' wage lower than the legal minimum wage standards. It violated clause 48 of China Labor Law.	Sample checked 10 workers wage of April and May 2004. 7 workers are piece rate and 3 workers are hourly rate, hourly rate workers wage are RMB 2.69 to RMB 3.59 per hour, it was inline with the legal minimum wage standard: RMB 450 per month (RMB 2.69 per hour); Piece rate workers wage are RMB 2.1 to RMB 5.5 per hour, about 10% of workers wages lower than the legal minimum wage standards.		China Labor Law Article 48. Pay all workers at least the legal minimum wage (RMB 450/month for [City name] area)	9/30/2004	Cause of nonconformity: Minimum wage was paid to all workforce. Records were presented during auditing period, but the auditor claimed that the source was unreliable. Please note that average wage of workers in *** areas is nearly RMB 1000, which is substantially above the minimum wages of RMB 450. Immediate action to rectify nonconformity: Clear records will be presented again in the next audit.	10/18/2004 Not improved. Monitors found evidence of unrecorded OT hours, and a regular lack of seventh day rest. Factory's payment of minimum wage was unable to be assessed due to unreliable records. 12/3/2005 - Improved. Workers wages complied with legal requirements based on payroll records and attendance records from September and October 2004. 5/12/05 Documents not made available to monitors. Nordstrom and Eddie Bauer are working further with the factory to improve.	Documentation Confirmed by WECA Agent. Workers' minimum wage meets the local requirement based on payroll and attendance records of May & June 2005. 6 sets of payroll and attendance records were reviewed by WECA Agent and 8 workers selected from 5 different departments to conduct the interviews in order to confirm no discrepancy.	WECA Agent verified this issue via reaudit August 25, 2005	
Legal benefits	Clause 72 of China Labor Law: All employers and employees should attend the social insurance	Employers will provide all legally mandated benefits to all eligible workers.	Factory only provided retirement, medical and unemployment insurance for about 40% of workers, and provided injury insurance for about 80% of workers, not provided for all workers, it violated clause 72 of China Labor Law.			China Labor Law Article 72. All eligible workers are to be provided with legally mandated benefits.	9/30/2004	Cause of nonconformity: All benefits and insurance were provided and covered in accordance with the legal requirement. Records were presented during auditing period. However, legal documents which specified the requirements were unable to be presented during auditing period. Immediate action to rectify nonconformity: The company will retrieve the related legal documents.	10/18/2004 - not improved. 12/3/2004 & 5/12/2005 - improved	Documentation confirmed social insurance provided to all workers		

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Legal Compliance for holiday/leave	Clause 12 of Temporary Provisions on Wage Payment: work stoppage payment should provide for the workers.	Workers will be paid for holidays and leave as required by law.	No payment provided for the workers' work stoppage due to material shortage.	1. Based on the time cards, some workers had vacation due to material shortage, but no pay provided. 2. Interview with workers and management, there was no policy about work stoppage payment.		China Labor Law Article 12. Wages are to be paid to workers during temporary work stoppage/down time in accordance with the local law. Establish written policy and procedures and communicate to the employees in this regard.	9/30/2004	Cause of nonconformity: We have overlooked this point. We do have the policy for temporary work stoppage/down time, but was not formally presented. Immediate action to rectify nonconformity: Prepare the temporary work stoppage/down time policy and notify all workforce.	10/18/2004 The factory's policy and practice of non-payment for downtime was investigated during the follow-up visit, and the factory was still found to be in non-compliance. 12/3/2004 & 5/12/2005 - improved	Written policy posted. All workers paid during temporary work stoppage/down time.		
9. Hours of Work												
Except in extraordinary business circumstances, employees will (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country will not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.												
Overtime Limitations	Clause 38 of China Labor Law: workers should be allocated at least one day off in every seven; Clause 41 of China Labor Law: overtime working hours should not exceed 3 hours a day and 36 hours a month.	Except in extraordinary business circumstances, employees will (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country will not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period. An extraordinary business circumstance is a temporary period of extra work that could not have been anticipated or alleviated by other reasonable efforts.	The workers overtime working hours exceed 3 hours a day and 36 hours a month, and most workers not allocated at least 1 day off in every 7. It violated clause 38 China Labor Law.	Sample checked 10 workers working hours in April to June 2004, the max overtime working hours are 5 hours a day and 150 hours a month, and most workers have consecutively worked 24-26 days in a month, not 1 day off in every 7.		China Labor Law Article 38. Reduce hours of work to no more than legal maximum (no more than 36 OT hours per month or FLA code (60 total working hours per workweek) whichever is more stringent.	9/30/2004	Cause of nonconformity: Overtime work was within 36 hours which is in accordance with the law since the last audit. Records were presented during auditing period, but the auditor claimed the source was unreliable. Immediate action to rectify nonconformity: Clear records will be presented again in the next audit.	10/18/2004 - Not improved. Discrepancy found between attendance records and production records. 12/3/2004 - Improved. Working hours complied with legal requirements based on November 2004 records. 5/12/2005 - Not improved. Factory did not provide monitors access to wage and hour documentation.		WECA Agent to verify during reaudit scheduled to occur in November 2005	
			Most workers not allocated at least 1 day off in every 7. It violated clause 41 of China Labor Law.			China Labor Law Article 41 Provide at least 1 day off every 7 days.	9/30/2004	Cause of nonconformity: Seventh day rest was given to all workforce. Records presented during auditing period, but auditor claimed the source was unreliable. Problems found in the first audit (12 July 04) has been resolved and evidence has been presented to the auditors during the second auditing period. Immediate action to rectify nonconformity: Clear records will be presented again in the next audit.	10/18/2004 - Not improved. Production records show workers missed 2 days in October 2004. 12/3/2004 - Improved. Seventh day off provided to workers based on production records and attendance records of November 2004. 5/12/2005 - Not improved. Factory did not provide monitors with access to wage and hour records.		WECA Agent to verify during reaudit scheduled to occur in November 2005	
10. Overtime Compensation												
In addition to their compensation for regular hours of work, employees will be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws will not exist, at a rate at least equal to their regular hourly compensation rate.												
OT Compensation	Clause 44 of China Labor Law: OT compensation should be paid at rate of 150%, 200% and 300% on normally days, rest days and statutory holidays.	The factory shall comply with applicable law for premium rates for overtime compensation.	No OT compensation provided for hourly rate workers, and piece rate workers OT compensation as same as normal, not paid at rate of 150%, 200% on normal days and rest days. It violated clause 44 of China Labor Law.	Sample checked 10 workers wage and time cards in April and May 2004, and interview with the management, the findings confirmed.		China Labor Law Article 44 Pay all workers overtime compensation in accordance with the law (150%, 200%, 300%).	9/30/2004	Cause of nonconformity: Overtime records presented during auditing period. The auditor claimed source was unreliable due to discrepancies found in a handbook maintained by our linking team leader. Please note that found handbook is not an official overtime record and overtime work not scheduled on that specific date. Workers were on site to estimate required production time and do not involve any actual production work. Referring to records found, there were only 3 to 4 workers working at irregular schedules. Please note that we have nearly 100 workers in our linking department. It is unrealistic and impractical to have only 1 to 4 workers working overtime at random schedules because overhead cost will be very expensive. Immediate action to rectify nonconformity: Although workers not undertaking actual production work, company has decided to back pay extra hours they spent on cost estimations for past 3 months to resolve the problem. Wages will be calculated base on 150% of average time rate. To prevent recurrence of this problem, company will seek other methods to estimate cost and required production time for each order. In case overtime work for such duties is unavoidable, workers will be paid in a similar way.	10/18/2004 Not improved. Monitors found evidence of unrecorded OT hours. Due to unreliable records, the factory's payment of OT was unable to be assessed. 12/3/2004 - Improved. Factory paid back-wages for OT compensation to workers. OT compensation complied with legal requirements based on the payroll and attendance records for September and October 2004. 5/12/2005 - Not improved. Factory did not provide wage or time records to monitors.		WECA Agent to verify during reaudit scheduled to occur in November 2005	

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OT Compensation	Clause 44 of China Labor Law: OT compensation should be paid at rate of 150%, 200% and 300% on normally days, rest days and statutory holidays.	The factory shall comply with applicable law for premium rates for overtime compensation.	No overtime pay provided to hourly workers. Overtime pay for piece rate workers lower than the legal requirement (straight pc rate).			China Labor Law Article 44. Pay all workers overtime compensation in accordance with the law (150%, 200%, 300%) NORDSTROM NOTE: Nordstrom requests factory to pay at least 3 months back wages to underpaid employees.	9/30/2004	Cause of nonconformity: Overtime records presented during auditing period. The auditor claimed source was unreliable due to discrepancies found in a handbook maintained by our linking team leader. Please note that found handbook is not an official overtime record and overtime work not scheduled on that specific date. Workers were on site to estimate required production time and do not involve any actual production work. Referring to records found, there were only 3 to 4 workers working at irregular schedules. Please note that we have nearly 100 workers in our linking department. It is unrealistic and impractical to have only 1 to 4 workers working overtime at random schedules because overhead cost will be very expensive. Immediate action to rectify nonconformity: Although workers not undertaking actual production work, company has decided to back pay extra hours they spent on cost estimations for past 3 months to resolve the problem. Wages will be calculated base on 150% of average time rate. To prevent recurrence of this problem, company will seek other methods to estimate cost and required production time for each order. In case overtime work for such duties is unavoidable, workers will be paid in a similar way.	10/18/2004 - Not improved. Monitors found evidence of unrecorded OT hours. Due to unreliable records, the factory's payment of OT was unable to be assessed. 12/3/2004 - Improved. Factory paid back-wages for OT compensation to workers. OT compensation complied with legal requirements based on the payroll and attendance records for September and October 2004. 5/12/2005 - Not improved. Factory did not provide wage or time records to monitors.		WECA Agent to verify during revisit scheduled to occur in November 2005	
Miscellaneous												
Unauthorized subcontracting			The factory has subcontracted EMB [embroidery] process to another factory; "" factory, as the management responds, it was approved by PC company, but no documental evidence provided.			Subcontractors are to be properly reported and documented. Same standards should apply to all factories that are involved in production process of Eddie Bauer and Nordstrom products. NORDSTROM NOTE: Subcontractors are disclosed in Manufacturer Questionnaire submitted annually to Nordstrom Social Compliance. EDDIE BAUER NOTE: Subcontractors required to be disclosed to Eddie Bauer in Factory Labor Practice Certification form submitted annually to Eddie Bauer.	9/30/2004	Cause of nonconformity: Subcontractors for embroidery processes have not been used since last audit, instead company hired temporary workers to do the job. However, records for temporary workers were not maintained. Immediate action to rectify nonconformity: The company will maintain a full record for all temporary workers doing embroidery processes in our factory.	10/18/2004 - Improved. Factory stopped subcontracting since August 2004. They employed temporary workers for embroidery process. The factory needed to improve the management of temp workers, e.g., keep personnel files, record working hours, etc. 12/2/2005 - Improved. Factory improved management systems and records of temporary workers.			
Other	Clause 16 of China Labor Law: the employers should sign employment contract with all employees.		The factory did not sign employment contract with all of workers, there are only about 60% of workers have signed employment contract with the factory. It violated clause 16 of China Labor Law.			China Labor Law Article 16. Employment contracts are to be established for all workers at the time of hire.	9/30/2004	Cause of nonconformity: All labors have contracts. 60% of contracts have been sent to local authorities for official verification. The receipt of such contracts signed by the authorities and presented to the auditor during auditing period, but was not considered to be acceptable. Immediate action to rectify nonconformity: The company will retrieve the contract from the local authorities.	10/18/2004 - Not improved. 12/3/2004 - Not improved. Factory claimed contracts have been submitted to labor department for approval and will be returned mid-December 2004. 5/12/2005 - Improved. All but 2 contracts were maintained for workers. The missing 2 were at the labor department for approval.	labor contracts		