



TCDSB Policy Register

Sweat Shop Free Purchasing Policy F.P.04

Date Approved:

ACS Meeting – February 8, 2006

Dates of Amendment:

Board – December 5, 2005, November 10, 2005

Cross Reference: Purchasing, F.P.01; Dress Code for Pupils, S.S. 07,

Appendix A – Suppliers Fair Labour Practices Agreement;

Appendix B – Safe, Just and Healthy Employment Standards

Policy:

In keeping with its commitment to reflect Christian values to abide by the Social Teaching of the Church and its own Mission and Vision Statement, the Toronto Catholic District School Board is committed to promote, advance and protect the just cause of the poor and the marginalized by implementing a Sweatshop Free Purchasing Policy that will include a requirement of full public disclosure and independent third party monitoring.

Regulations:

1. To ensure that any agreement to purchase from, or to issue an exclusive license agreement with a supplier of school apparel includes assurances prior to the execution of any school apparel contract that the apparel was and will continue, for the life of the contract to be procured in keeping with the provisions and procurement requirements of the Suppliers Fair Labour Practices Agreement (Appendix A), a supplier must sign the Suppliers Fair Labour Practices Agreement before any Toronto Catholic District School Board school will place any orders.
2. There will be a Sweatshop Free Advisory Committee comprised of trustees, students, teachers, parents and superintendents whose membership is at the direction of the Board.
3. The committee will meet with suppliers as a group twice a year.
4. The Board will approve a two year pilot project where TCDSB will join with other Catholic Boards in Ontario. This Catholic School Board's Affiliate will contract with the Workers Rights Consortium to monitor fair labour practices of suppliers factories. The maximum cost of this will be no greater than \$10 000 per year for a two year period.



APPENDIX A

SUPPLIERS FAIR LABOUR PRACTICES AGREEMENT

For any agreement or licence to be valid between the Toronto Catholic District School Board or its schools and a supplier/licensee for the supply of apparel, the supplier/licensee must agree to be bound by the following terms and conditions:

The supplier/licensee:

Agrees to disclose to the Director or his/her designate prior to any contract/licence agreement being signed or renewed, the address and contact information of factories, servants, agents or suppliers where the apparel is produced, and further agrees that the Board will make such disclosure to the Ontario Catholic School Boards' Affiliate of which it is a member. This Affiliation will release that information to the Worker Rights Consortium (W.R.C.). The W.R. C. will list the factories' locations on its website.

Agrees to ensure that the apparel is manufactured under safe, just and healthy conditions and, at a minimum, in accordance with the local labour laws and standards of the "International Labour Organization" (ILO), whichever is higher as referenced in Appendix B.

Agrees to submit an annual compliance report to the board containing information on their monitoring and verification programs. The names of any independent third-party verifier(s), the findings of the monitoring and audit(s) and the correction action taken to achieve compliance with the Policy are considered a part of this compliance report.

Hereby warrants, represents and agrees that it, and any of its factories, servants, agents or suppliers will, at all times during the term of this agreement and any extended term, comply with and adhere to all of the stated provisions of this Agreement. Any changes in the factories, servants, agents or suppliers will be reported



forthwith to the Board.

Agrees that a breach of any provision, or failure to reasonably satisfy the Board that the supplier continues to adhere to these provisions, (i.e. a supplier is notified that a factory shows up on the W.R.C. list of problem factories, the supplier must commit to address the concerns or to cease doing business with that factory), during the term of this agreement (or any extended term) will entitle the Board in its sole and absolute discretion, to provide written notice of termination of this agreement effective forthwith if a supplier continues to use that factory to supply TCDSB schools. Notwithstanding said written notice of termination, the supplier shall complete all existing orders with parents of the school but shall not accept or solicit any further orders from parents of the school after receipt of written notice of termination.

Company Name

Signature (Duly Authorized Officer)

Date

APPENDIX B

Safe, Just and Healthy Employment Standards

Preamble

Designed as an accompaniment to the "Toronto Catholic District School Board's Sweatshop Free Purchasing Policy", the "Safe, Just and Healthy Employment Standards" is a practical application of Christ's values, the Social Teaching of the Church, and the Board's own Mission and Vision statement. This document shall allow the Toronto Catholic District School Board to demonstrate its commitment to promote, advance and protect the just cause of the poor and marginalized. Provided ILO core labour standards are met, nothing in this Code is intended to pre-empt or override standards that are set by a process of collective bargaining by independent unions and associations of the workers' choice. Therefore, apparel suppliers and both their subcontractor and manufacturing facilities are expected to uphold the following standards as based on relevant ILO conventions and in following the Universal Declaration of Human Rights.

The scope of application is not restricted to only school uniforms and physical education uniforms but include all school apparel purchased within the Board. It is the intention that all suppliers, licensees, contractors and subcontractors be aware of this Code and strives to follow it. For suppliers and subcontractors not currently



included in the scope of this Code, the Toronto Catholic District School board encourages voluntary disclosure of factory/business locations and working conditions.

Definitions

The term Board shall apply to The Toronto Catholic District School Board and its agent(s).

The term Child means any person less than 15 (or 14 should the developing country be exempt under the ILO Minimum Age Convention ⁵), unless local laws stipulate a higher age for work or mandatory schooling, in which case the higher age shall apply.

For purposes of this Code, the term **Supplier** refers to those entering into purchasing contracts with the board, including contractors and manufacturers.

The term **Apparel** refers to all school apparel purchased within the Board.

The term **Subcontractor** shall include those that have not entered into a relationship with the Board but provide services or produce products or components of products to be used, purchased, or distributed to or by Board Suppliers.

Employment Standards

In keeping with its commitment to respect internationally recognized workers' rights and labour standards, to apply with applicable laws and to fulfill its social responsibilities, The Toronto Catholic District School Board requires all suppliers and subcontractors involved in the production and/or distribution of apparel to ensure that:

1. Local Labour Laws

i. All local labour laws must be followed. Such compliance includes compliance with all applicable environmental standards. Where local labour laws and the standards below differ, the higher standard shall prevail.

2. Forced Labour ^{2, 3}

- i. There shall not be any use of forced prison labour, indentured labour, bonded labour or other forced labour.
- ii. Workers are not required to lodge deposits (financial or otherwise) or their identity papers with their employer and are free to leave their employer after reasonable notice.⁴

3. Child Labour ^{5, 6}

- i. There shall be no use of child labour.
- ii. Adequate transitional economic assistance, appropriate educational opportunities, a strict limitation of hours spent at work in a day and in a week, prohibition of overtime, and adequate time for work and study shall be provided to any displaced child workers to enable such children to attend and remain in school until no longer a child. ⁷



iii. Workers under the age of 18 shall not be exposed to situations in or outside the workplace that are hazardous, unsafe, unhealthy, or may affect the moral well-being of the worker consistent with ILO Conventions 138 and 182 (Minimum Age Convention and the Worst Forms of Child Labour Convention).

4. Harassment or Abuse

i. Every employee shall be treated with dignity and respect. No employee shall be threatened by or subject to any physical, sexual, psychological, or verbal harassment or abuse. All cases of discipline shall be thoroughly documented with no form of corporal punishment being tolerated.

5. Non-discrimination^{8, 9}

i. No person shall 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, national origin, political opinion or affiliation, union activity, social or ethnic origin.

6. Hours of Work

- i. Hours of work shall comply with applicable laws and industry standards on working hours.
- ii. In any event, personnel shall not be required to work in excess of 48 hours per week and shall be provided at least one day off for every seven day period.
- iii. Overtime work (work exceeding 48 hours per week) shall be voluntary, shall not exceed 12 hours per employee per week, will not be requested other than in exceptional and short-term business circumstances, and will always be remunerated at a premium rate.

7. Collective Bargaining and Freedom of Association^{10, 11, 12}

- i. Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- ii. No employee shall be subject to harassment, intimidation or retaliation in his or her efforts to associate freely or bargain collectively.

8. Wages and Other Compensation

- i. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher.
- ii. In any event wages paid for a standard working week should always be enough to meet basic needs of workers and their families and to provide some discretionary income.

9. Health and Safety¹³

- i. A safe hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards.



ii. Access to clean toilet facilities and to potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe and meet the basic needs of the workers.

10. Employment Relationship^{4,7}

- i. To every extent possible work performed shall be on the basis of a recognized employment relationship established through national law and practice.
- ii. Obligations of employers under labour and social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting including home-worker and subcontracting arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.⁴

11. Reproductive Rights

- i. No employee or prospective employee shall be subjected to the involuntary use of contraceptives or pregnancy testing.
- ii. Workers will be permitted to take maternity leave without facing threat of dismissal, loss of seniority or deduction in wages, and shall be able to return to their former employment at the same rate of pay and benefits.

12. Universal Declaration Of Human Rights

In addition to upholding local labour laws and ILO conventions, suppliers are expected to maintain for their employees all standards set within the Universal Declaration of Human Rights.

REFERENCES

1. Core or fundamental ILO conventions have been identified by the ILO's Governing Body as fundamental to the rights of human beings at work, to be implemented and ratified by all member states of the organization. Fundamental ILO conventions include: freedom of association (Conventions 87, 98); abolition of forced labour (Conventions 29, 105); non- discrimination (Convention 111); equal remuneration (Convention 100); and the elimination of child labour (Conventions 138, 182).
2. ILO Convention No.29. Forced Labour Convention, 1930.
3. ILO Convention No. 105. Abolition of Forced Labour Convention, 1957.
4. Ethical Trading Initiative (ETI) Base Code, London, UK. <http://www.ethicaltrade.org/> 5. ILO Convention No 138. Minimum Age Convention, 1973.
6. ILO Convention No.182. Worst Forms of Child Labour Convention, 1999.
7. ILO Recommendation 146. Minimum Age Recommendation, 1973.



8. ILO Convention No.111. Discrimination (Employment and Occupation Convention, 1958.
9. ILO Convention No.100. Equal Remuneration Convention, 1951.
10. ILO Convention No.87 .Freedom of Association and Protection of the Right to Organize Convention, 1948.
11. ILO Convention No.98. Right to Organize and Collective Bargaining Convention, 1949.
12. ILO Convention 135. Workers' Representatives Convention, 1971.
13. ILO Occupational Safety and Health Convention No.155 and Recommendation 164, 1981.