



## “Fair Labour Policy”

The purpose of the Policy is to ensure that apparel manufactured for YCDSB is made under humane working conditions in compliance with accepted international standards and local laws, and to promote greater respect for workers’ rights and improve working conditions and labour practices in the apparel industries worldwide.

Appendix A sets out expectations that all suppliers and sub-contractors must adhere to when manufacturing wearing apparel for students and staff with the YCDSB.

The term “supplier” means any natural or legal person who provides the YCDSB with wearing apparel products.

The term “sub-contractor” means any natural or legal person who, directly or indirectly, provides a supplier with goods and/or services integral to, and utilized in/for, the production of wearing apparel products for the YCDSB.

The term "interested third party" means any individual or group concerned with or affected by the social performance of suppliers.

The term "child" means any person less than 15, unless local minimum age law stipulates a higher age for work or mandatory schooling, or less than 14 if minimum wage law is set at that age in accordance with developing country exceptions under ILO (International Labour Organization) Convention 138.

The term "adequate transitional economic assistance" means income no less than wages earned at the time the child is found to be working, to enable such children to attend and remain in school until no longer a child.

The term "displaced child worker" means any child worker who can be shown to have been regularly at work within six months of the commencement of the employers' relationship with a supplier or subcontractor and has been enrolled in an educational program.

Wages that meet "basic needs" by local standards are most effectively determined through free collective bargaining. In the absence of free collective bargaining, wages that meet "basic needs" should be defined as wages paid for a normal 48 work week that are sufficient by local standards to provide for the food, clothing, housing, health care, potable water, child care and transportation needs of the worker and his/her dependents. In defining wages that meet basic needs, factors that should be taken into account include the average number of dependents and the average number of wage earners per family in the sector in each country, local "market basket" surveys of the cost of goods and services needed by an average family, as well as data from local governments, labour and human rights organizations, and UN agencies.

## **LABOUR RIGHTS PROVISIONS**

Every supplier shall ensure that its manufacturing facilities, and those of its subcontractors, producing for the YCDSB comply with national and other laws applicable in each workplace and shall respect this Policy and the internationally recognized workers' rights and labour standards expressed in the relevant conventions and recommendations as cited in the ILO.

Where national laws, other applicable laws, or the Policy address the same general right, benefit, or protection for employees, suppliers and subcontractors shall apply the right, benefit, term or condition of employment which provides the greater right, benefit or protection to employees.

The Policy is not a substitute for union representation, and shall not be used or promoted as an alternative to union recognition, collective bargaining or a collective agreement.

All suppliers and subcontractors involved in the production and/or distribution of products for the YCDSB shall ensure that:

### **Forced Labour**

1. There shall be no use of forced labour, whether in the form of involuntary prison labour, indentured labour, bonded labour or otherwise.
2. Workers shall not be required to lodge financial deposits or their original identity papers with their employers.

### **Child Labour**

1. There shall be no use of child labour.
2. Workers under the age of 18 shall not be exposed to situations in or outside the workplace that the owner controls that are hazardous, unsafe, or unhealthy.
3. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any displaced child workers as per local laws.

### **Harassment or Abuse**

1. Physical, sexual or psychological abuse, or verbal harassment or abuse, including the use of corporal punishment, shall not be tolerated.
2. All disciplinary measures shall be recorded.

### **Discrimination**

1. There shall be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on age, race, caste, national origin, religion, disability, gender, marital status, sexual orientation, union membership, or political affiliation.
2. The employer shall not interfere with the exercise of the rights of personnel to observe tenets or practices, or to meet needs relating to race, caste, national origin, religion, disability, gender, sexual orientation, union membership, or political affiliation.

### **Hours of Work**

1. Hours of work shall comply with applicable laws and industry standards on working hours.
2. In any event, personnel shall not be required to work in excess of 48 hours per week and shall be provided with at least one day off for every seven-day period.

3. Overtime work (more than 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.

### **Freedom of Association and the Right to Bargain Collectively**

1. Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
2. The employer adopts an open attitude towards the activities of trade unions and their organizational activities.
3. Workers representatives are not discriminated against and have access to carry out their representation functions in the workplace.
4. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates and does not hinder the development of parallel means for independent and free association and bargaining.

### **Wages and Other Compensation**

1. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher.
2. 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.
3. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
4. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned or his/her organizational representative bargaining agent.

### **Health and Safety**

1. A safe hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards.
2. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes and hazards inherent in the working environment.
3. 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.
4. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for returning or reassigned workers.

### **Employment Relationship**

1. To every extent possible work performed must be on the basis of recognized employment relationships established through national law and practice.
2. Obligations to employees 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, 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.

**Reproductive Rights**

1. No employee or prospective employee shall be subjected to the involuntary use of contraceptives or pregnancy testing.
2. 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.

**Awareness Raising and Training**

1. Workers whose work is covered by the Policy shall be made aware of the Policy orally and through the posting of standards in a prominent place in the local language(s) spoken by employees and managers.
2. Whenever possible, suppliers and their subcontractors, in cooperation with the YCDSB and relevant local labour, human rights and non-governmental organizations, shall facilitate training of workers covered by the Policy on their rights under the Policy and local law.
3. Workers and interested third parties shall be provided with a confidential means to report non-compliance and shall be otherwise protected in this respect.

**POLICY NO. 815: FAIR LABOUR PRACTICES (Continued)**

- 4) Will be the lead Board in establishing an affiliation with the Worker Rights Consortium.
- 5) Through the Director of Education, will establish an Advisory Committee comprised of staff and students to meet at least twice a year to review the status of the compliance information and to solicit support from other Catholic Boards to be affiliated with the Worker Rights Consortium, and will report to the Board on an annual basis.



## PROCEDURES FOR YORK CATHOLIC DISTRICT SCHOOL BOARD FAIR LABOUR POLICY

**PLEASE NOTE:** Copies of the Direct and Indirect Compliance forms must be completed by all YCDSB Apparel suppliers involved in the production, distribution, and/or sale of apparel. Additionally, this code applies to all of the subcontractors of these suppliers.

### **COMPLIANCE FORMS**

1. Compliance forms must be filled out for **each individual apparel** item that falls in the category of clothing merchandise. If groups of items follow exactly the same production chain then they may be grouped together, but this must be noted on the front of the Direct Supplier Compliance form.
2. An Indirect Supplier Compliance form and a copy of the labour code (Appendix A of Policy) must be sent down the supply chain and filled out by each supplier in the chain. This process will take place by each supplier in the chain contacting the next supplier.
3. These forms must then flow back up the chain so the Direct Supplier can ensure the forms are kept on file. A representative appointed by YCDSB has the right to audit these documents upon request.
4. Only the Direct Supplier Compliance form, signed by the YCDSB supplier is forwarded to the YCDSB. YCDSB shall be notified in writing 90 days if there are any changes pertaining to compliance or factory location.
5. The information provided will be submitted to the WRC for public posting on their website.
6. Direct Compliance forms can be forwarded to the Manager of Purchasing and Office Services – Catholic Education Centre.



# DIRECT SUPPLIER CONFIRMATION OF COMPLIANCE FORM

Must be completed by the direct supplier to the School Board

Vendor Product ID(s)# \_\_\_\_\_

Product Description \_\_\_\_\_

## Part 1 – Direct Supplier Contact Information

Company/Business Name: \_\_\_\_\_

Street Address \_\_\_\_\_

Prov/State \_\_\_\_\_

Postal Code/Zip \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Contact Person/Position \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Areas of Code Non-Compliance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Part 2 – Verification of Code Compliance

I hereby certify that I have read and fully understood the York Catholic District School Board Fair Labour Practices provided to me by the School Board. I am in the process of collecting the indirect supplier forms from the suppliers/contractors/subcontractors and manufacturers involved in the production of the product(s) listed above. When these documents are received I will keep them on file and make them accessible to representatives of the York Catholic District School Board. To the best of my knowledge I am not aware of any areas of non-compliance within this supply chain other than those made note of in this document. I also agree to notify the York Catholic District School Board of any changes within the supply chain or with the compliance of any supplier listed. To the best of my ability I will ensure that this supply chain meets or exceeds the YCDSB Fair Labour Practices.

Date: \_\_\_\_\_

Owner/Operator Name (please print) \_\_\_\_\_

Owner/Operator Signature \_\_\_\_\_

## Part 3 – Disclosure Information

Please fill out the following information for each step in the supply chain for the product noted on page one.  
(Photocopy additional sheets as necessary)

Company/Business Name	_____
Street Address	_____
	_____
Prov./State	_____
Country	_____ Postal code/Zip _____
Mailing address (if different)	_____
	_____
Contact Person/Position	_____
Phone Number	_____ Fax # _____
Email Address	_____
	_____
Areas of Non-Compliance (if applicable)	_____
Please attach explanation and plan timelines for compliance	_____
	_____

Company/Business Name	_____
Street Address	_____
	_____
Prov./State	_____
Country	_____ Postal code/Zip _____
Mailing address (if different)	_____
	_____
Contact Person/Position	_____
Phone Number	_____ Fax # _____
Email Address	_____
	_____
Areas of Non-Compliance (if applicable)	_____
Please attach explanation and plan timelines for compliance	_____
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