



Canada's Capital University

Policy Name:	Code of Conduct for Apparel Supplies & Trademark Licensees
Originating/Responsible Department:	University Services
Approval Authority:	Senior Management Committee
Date of Original Policy:	October 2001
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Contact:	Assistant Vice-President, University Services

Policy:

This policy sets out manufacturing standards of apparel which is to be sold or distributed by or on behalf of the University.

Purpose:

To ensure that all persons or entities that are a party to an agreement with the University to manufacture, distribute or sell items bearing the name, trademarks and/or images of the University adhere to the conditions set out herein.

Scope:

This policy is applicable to all University departments and units.

Procedure:

Introduction

This Code of Conduct shall apply to all trademark apparel licensees of Carleton University. Throughout this Code, the term “University” shall apply to Carleton University, and University-owned retail outlets. Throughout this Code the term “Supplier” shall include all persons or entities that have entered an agreement with the University to manufacture apparel to be sold or distributed by or on behalf of the University. Throughout this Code the term “Licensee” shall include all persons or entities that have entered an agreement with the University to manufacture items bearing the name, trademarks, and/or images of the University. Additionally, this Code shall apply to all of the Supplier’s and Licensee’s contractors. “Manufacturing process” shall include creation, assembly, packaging, and decoration.

As a condition of being permitted to produce products for the University, each Supplier and Licensee must comply with this Code and ensure that its Contractors comply with this Code. All current Suppliers, Licensees and their Contractors will be required to adhere to this Code within three (3) months of notification of the Code and as required in applicable agreements. Renewal of existing contracts will be

contingent upon reporting and compliance. New Suppliers and Licensees will be required to demonstrate adherence to this Code before the University will enter into an agreement with them.

1. Standards

The International Labour Organization (ILO) has set forth conventions applicable to the production of items. At a minimum, all Suppliers, Licensees and Contractors shall comply with all conventions and declarations of the ILO, including, without limitation, those listed in Appendix A to this Code.

1.1 Collective Bargaining and Freedom of Association: 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.

1.2 Legal Compliance: Suppliers, Licensees and Contractors must comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured. Where this Code and the applicable laws of the country of manufacture conflict or differ, the higher standard shall prevail.

1.3 Ethical Principles: The University is dedicated to vigilant protection for individual human rights, Human Rights Code, and a resolute commitment to the principles of equal opportunity, equity and justice. In addition, the University is committed to dealing with companies and individuals that do not engage in activities that give rise to social injury on consumers, employees, or other persons. Such activities would violate, or frustrate the enforcement of, rules of domestic or international law intended to protect individuals against the deprivation of health, safety, or basic freedoms. As a result, Suppliers, Licensees and their Contractors will commit to conduct their business according to a set of ethical standards which include, but are not limited to, honesty, integrity, trustworthiness, fairness, and respect for the intrinsic value of each human being and the environment.

1.4 Employment Standards: The University will only do business with Suppliers and Licensees whose workers, and whose Contractors workers, are present at work voluntarily, are not at undue risk of physical harm, are fairly compensated and are not exploited in any way. In addition, the following specific guidelines must be followed:

1.4.1 Wages and Benefits: Suppliers, Licensees and all Contractors must provide wages and benefits that comply with, or better, all applicable laws and regulations, and which provide for essential needs and establish a dignified living wage for workers (and their families). A living wage provides for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, child care, transportation) of workers and their families and provides some discretionary income.

Wages will be paid in a timely manner directly to the employee in cash, cheque, or the equivalent, and information relating to wages shall be provided to employees in a form they understand.

All workers shall be provided with written and understandable information about their employment conditions with 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.

Arbitrary deductions from wages as a disciplinary measure shall not be permitted, nor shall any deductions from wages not provided by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded.

1.4.2 Regular Working Hours: Employees shall not be required to work more than the lesser of (a) 48 regular working hours and a maximum of 12 overtime hours per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture; and shall be entitled to at least one day off in every 7-day period, as well as holidays and vacations as required by the law of the country of manufacture.

1.4.3 Overtime: All overtime hours must be worked voluntarily by employees. In addition to their compensation for regular hours of work, employees shall be compensated for any volunteer overtime hours at a premium rate or as is legally required in the country of manufacture.

1.4.4 Piece Rates: Recognizing that most apparel production operates under a piece-rate system, Suppliers and Licensees will insure that the piece rate quotas are adjusted to what can reasonably be accomplished in an 8 hour period while ensuring that the workers earn a living wage.

1.4.5 Child Labour: No person shall be employed at an age younger than 15 (or 14, where, consistent with International Labour Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section.

1.4.6 Forced Labour: There shall not be any use of forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise.

1.4.7 Health and Safety: Suppliers and Licensees must provide a safe and hygienic working environment, bearing in mind the prevailing knowledge of the industry and of any specific hazards. 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 of hazards inherent in the working environment.

Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

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.

The company observing the Code shall assign responsibility for health and safety to a senior management representative/agency.

Suppliers and Licensees will comply with local and national health and safety laws, and health and safety standards established by the International Labour Organization. Where there are conflicts or differences with these standards, the higher standard shall prevail.

1.4.8 Non-discrimination: Suppliers, Licensees and all Contractors shall employ individuals solely on the basis of their ability to perform the job. There shall be no discrimination in hiring, salary, benefits, performance evaluation, discipline, promotion, retirement or dismissal on the basis of age, sex, pregnancy, maternity leave status, marital status, race, nationality, country of origin, social or ethnic origin, disability, sexual orientation, religion, political opinion, or union membership. Workers will be permitted to take maternity leave without facing threat of dismissal, loss of seniority or deduction in wages, and will be able to return to their former employment at the same rate of pay and benefits within six weeks or the local legal requirement.

1.4.9 Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. "Harassment can be a remark or a gesture...that demeans, belittles, causes personal humiliation or embarrassment."¹ Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited. Suppliers and Licensees will not use or tolerate any form of corporal punishment. No employee or prospective employee shall be subjected to involuntary use of contraceptives or pregnancy testing.

1.4.10.1 Freedom of Association: Suppliers, Licensees and all Contractors shall recognize and respect the right of employees to freedom of association, to freely form and join unions of their choice, and collective bargaining. Suppliers, Licensees and all Contractors shall allow worker representatives free access to employees in the workplace and will ensure they are not discriminated against. Suppliers, Licensees and all Contractors shall recognize the union of the employees' choice.

Where the right to freedom of association and collective bargaining is restricted under law, the employer does not hinder, the development of parallel means for independent and free association and bargaining.

Suppliers, Licensees and all Contractors shall comply with the International Labour Organization conventions regarding collective bargaining and freedom of association

¹ Treasury Board of Canada Secretariat from its Brochure on Harassment.

(conventions 87, 98 and 135), with particular regard to Articles 2,3, and 4 of convention 87 as follow:

“Article 2: Workers and employers, without distinction whatsoever, shall have the right to establish and, subject only to the rules of the organization concerned, to join organizations of their own choosing without previous authorization.

“Article 3:

1. Workers' and employers' organizations shall have the right to draw up their constitutions and rules, to elect their representatives in full freedom, to organize their administration and activities and to formulate their programs.
2. The public authorities shall refrain from any interference which would restrict this right or impede the lawful exercise thereof.

“Article 4:

Workers' and employers' organizations shall not be liable to be dissolved or suspended by administrative authority.”²

1.5 Environmental Standard Operations: Suppliers and Licensees must comply with all applicable environmental laws and regulations.

1.6 Pricing and Timelines: The Supplier or Licensee must assure that they are paying their Contractors a sufficient price to meet production costs while complying with this Code. In addition, the Supplier must ensure that their production timelines allow Contractors to comply with this Code.

Disclosure

All current and potential Suppliers and Licensees will be required to submit a Compliance Report indicating such details of their operations as are required by the University or its nominee. This compliance report will require disclosure of all production facility locations and will be required within three months of receipt of the University's request for it. Contents of compliance reports will be considered public information.

Suppliers and Licensees shall be required to disclose the company names, owners and/or officers, addresses, phone numbers, e-mail addresses and nature of the business association, including the steps performed in the manufacturing process of all Contractors.

Suppliers and Licensees shall be required to immediately report to the University any changes in their business operations that materially affect the application of this Code, such as the selection of a new production facility or Contractor.

² International Labour Organization, C87 Freedom of Association and Protection of the Right to Organize Convention, 1948.

The annual Compliance Report will also contain a summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing the Code at each site.

Monitoring of Compliance

Although it is the responsibility of each Supplier to ensure its compliance with the Code and to verify that Contractors are in compliance with the Code, the University reserves the right to announced and unannounced examination of the practices, activities and work sites of its Suppliers, Licensees and all Contractors. This examination can be by University personnel or representatives of the University. The results of such examination shall be considered public information.

Contractors, subcontractors, Suppliers and Licensees shall undertake to support and cooperate in the implementation and verification of this Code by:

- permitting inspection at any time of their workplaces and operations by University approved inspectors;
- maintaining records of the name, age, hours worked and wages paid for each worker and making these available to University-approved inspectors on request;
- informing the workers concerned, verbally and in writing in their own language, of the provisions of this Code, and;
- refraining from any disciplinary action, dismissal or otherwise discriminating against any worker for providing information concerning observance of this Code.

Remediation

The University reserves the right to terminate its relationship with any Supplier or Licensee that fails to comply this Code of Conduct. The University reserves the right to include this Code in all contracts with Suppliers and Licensees entered into after the effective date of the Code of Conduct for Carleton University Apparel Suppliers and Trademark Licensees.

Contacts : Assistant Vice-President, University Services

Links to Related Policies:

- [Corporate Sponsorship Policy](#)

Appendix A:

International Labour Organization Conventions and Declarations of Particular Relevance

All ILO conventions and declarations shall be adhered to by Suppliers, Licensees, and their Contractors, including, without limitation, the following:

- C29 Forced Labour Convention, 1929
- C87 Freedom of Association and Protection of the Right to Organize Convention, 1948
- C95 Protection of Wages Convention, 1949
- C98 Right to Organize and Collective Bargaining Convention, 1949
- C100 Equal Remuneration Convention, 1951
- C105 Abolition of Forced Labour Convention, 1957
- C111 Discrimination (Employment and Occupation) Convention, 1958
- C117 Social Policy (Basic Aims and Standards) Convention, 1962
- C122 Employment Policy Convention, 1964
- C130 Medical Care and Sickness Benefits Convention, 1969
- C131 Minimum Wage Fixing Convention, 1970
- C135 Workers' Representatives Convention, 1971
- C138 Minimum Age Convention, 1973
- C148 Working Environment (Air Pollution, Noise and Vibration) Convention, 1977
- C155 Occupational Health and Safety Convention, 1981
- C174 Prevention of Major Industrial Accidents Convention, 1993
- C177 Home Work Convention, 1996
- C182 Prohibition and Immediate Elimination of the Worst Forms of Child Labour, 1999
- Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy, 1977 □
Declaration on Fundamental Principles and Rights at Work, 1998

Appendix B

Implementation and Monitoring Mechanisms

Suppliers of apparel to the University and Trademark Licensees will be subject to an implementation and monitoring mechanism with all of the following characteristics:

Awareness of Policy

The Code of Conduct and a statement of expectations for compliance will be distributed to all current and potential Suppliers and Licensees.

Supplier's Compliance Report

All current and potential Suppliers and Licensees will be required to submit an annual Compliance Report indicating such details of their operations as are required by the University or its nominee. This Compliance Report will require disclosure of all production facility locations and will be required within six months of receipt of the University's request for it. Contents of compliance reports will be considered public information.

Suppliers and Licensees shall be required to immediately report to the University any changes in their business operations that materially affect the application of this Code, such as the selection of a new factory or the abandonment of a former factory.

Suppliers and Licensees shall be required to disclose the company names, owners and/or officers, addresses, phone numbers, e-mail addresses and nature of the business association, including the steps performed in the manufacturing process of items to be sold by or on behalf of the University.

The Annual Compliance Report shall contain a summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing the Code at each site.

Verification

The University will select the method of verification of compliance with policy that is appropriate in the circumstances, such as: By University personnel By University nominee:

- Review of Compliance Report
- Additional inquiry
- On-site verification:
- Auditor from the CEPAA or a private auditing firm
- Auditor from a local human rights, women's or religious organization Auditor from a university consortium or shared service.