

Fair Trade Purchasing Policy for Apparel at Trent University

"Trent University recognizes the dignity and worth of every person and aims to create a climate of understanding and respect".

-- Trent University Policy on Discrimination and Harassment, Preamble

Preamble:

The purpose of this purchasing policy is to ensure that apparel manufactured for Trent University is made under humane working conditions in compliance with accepted international standards and local laws and to improve working conditions and labour practices in the apparel industry worldwide.

This policy applies to all apparel purchases made by Trent University Administrative and Academic Departments, Trent Athletics and its affiliated sports teams, the Trent Bookstore, the Trent food service provider, the Trent Central Student Association and its affiliated groups, the Graduate Students' Association and independent vendors selling apparel on the university campus.

The International Labour Organization (ILO), of which Canada is a member, has set forth internationally recognized conventions and recommendations outlining minimum standards of basic labour rights and other standards regulating working conditions. This code is based upon the conventions and declarations of the ILO, including, without limitation, those listed in Appendix A to this Code as well as the UN Universal Declaration on Human Rights and the UN Convention on the Rights of the Child.

Companies providing this apparel will require all suppliers, licensees and contractors involved in the manufacture of products for Trent University to observe the standards of this Code. Trent University intends to co-operate with university, student and other organizations in monitoring working conditions, collecting information and collectively negotiating with suppliers and licensees to ensure the provisions of this code are enacted. Effective implementation of this policy is a long-term process that will take commitment on the part of students, apparel suppliers and university staff and administrators.

This code 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. Furthermore, 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.

Definitions:

The term "code" means this document in its entirety.

The term "supplier" shall include all persons or entities that manufacture apparel sold or distributed by or on behalf of the University and its affiliated groups (as noted above).

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.

The term "contractor" shall include each contractor, subcontractor, vendor, or manufacturer that is

engaged in a manufacturing process that results in a finished product for the consumer. The term "manufacturing process" shall include the assembly, packaging, and decoration of apparel.

The term "employer" shall include all persons or entities that employ the workers sewing, assembling, packaging or decorating apparel sold or distributed on behalf of Trent University.

The term "homeworker" shall include all persons who are engaged in the manufacturing process of apparel sold or distributed on behalf of Trent University and work out of their own homes, using their own equipment.

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 age law is set in accordance with developing country exceptions under the ILO Minimum Age Convention (Convention 138).

The term "displaced child worker" means any child worker who can be shown to have been regularly at work during the employers' relationship with the Licensee.

The term "interested third party" means any individual or group concerned with or affected by the labour conditions of workers at the sites involved in the manufacturing process of apparel for Trent University.

Standards

Compliance with Local Laws: 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 differ, the standard that provides the greater right, benefit or protection shall apply.

Living Wages: Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards of the applicable country and always be sufficient to meet basic needs of workers and to provide some discretionary income.¹ Wages will be paid in a timely manner directly to the employee in cash, cheque or the equivalent. All workers shall be provided with written and understandable information about their employment conditions with respect to wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages for disciplinary measures shall not be permitted² nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned.

Hours of Work: Hours of work shall comply with applicable laws and industry standards in the applicable country. In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period. Overtime work (more than 48 hours per week) shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

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 for such an 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. Suppliers and Licensees agree to work in conjunction with labour, governmental, human rights, and non-

governmental organizations, as determined by the University, Supplier or Licensee, and workers, to minimize the negative impact on any child released from employment as a result of the enforcement of the Code.³ Workers under the age of 18 shall not be exposed to situations in the workplace that are hazardous, unsafe, or unhealthy.

Forced Labour: There shall be no use of forced labour, whether in the form of involuntary prison labour, indentured labour, bonded labour or otherwise. Workers shall not be required to lodge financial deposits or their original identity papers with their employers and shall be free to leave their employer after reasonable notice.

Safe and Hygienic Working Conditions: At all times, the workplace shall be kept clean, hygienic and safe, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Safe handling information and training shall be provided regularly for relevant tasks, materials and equipment. Workers shall have access to clean toilet facilities and potable water. If appropriate, sanitary facilities for food storage shall be provided. Where workers are handling hazardous materials, safety showers shall be provided and accessible at all times in case of an accident. Appropriate and sufficient first aid supplies shall always be on site. Trained medical professionals shall be readily available to administer first aid, deal with emergencies and treat workers' occupational health problems. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

Non-discrimination: There shall be no discrimination in hiring, salary, benefits, performance evaluation, discipline, promotion, dismissal, retirement or retirement benefits 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 beliefs, or union membership.⁴ Workers will be permitted to take maternity leave and will be able to return to their former employment at least at the same rate of pay and benefits.

Harassment and Abuse: Physical, sexual or psychological abuse, or verbal harassment or abuse, including the use of corporal punishment, shall not be tolerated. No employee shall be subjected to the involuntary use of contraceptives or pregnancy testing.

Freedom of Association and the Right to Bargain Collectively: The right of all workers to form and join trade unions of their own choosing and to bargain collectively shall be recognised (as per ILO Conventions 87 and 98). Particular regard is to be given to Articles 2, 3, and 4 of Convention 87 as follows:

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 programmes.

Article 4: Worker and employer organizations shall not be liable to be dissolved or suspended by administrative authority.

Workers' representatives shall not be the subject of discrimination and shall have access to all workplaces necessary to enable them to carry out their representation functions (as per ILO Convention 135 and Recommendation 143). Particular attention is to be given to Article 1 of Convention 135 as follows:

Article 1: Workers' representatives in the undertaking shall enjoy effective protection against any act prejudicial to them, including dismissal, based on their status or activities as a workers' representative or on union membership or participation in union activities in so far as they act in

conformity with existing laws or collective agreements or other jointly agreed arrangements.

Employers shall not hinder or interfere with any attempts of the workers to organize a trade union. Where the right to freedom of association and collective bargaining is restricted under law, the employer will allow (in consultation, as possible, with affiliates of the International Textile, Garment and Leather Workers' Federation 5), and will not hinder, the development of parallel means for independent and free association and bargaining.

Homeworkers: Homeworkers shall be given reasonable quotas such that the volume can be met in a regular work week and the piece rate or other form of remuneration shall constitute a living wage. Homeworkers shall be allowed to join and participate in workers' support organizations of their own choosing. The employer shall provide training in relevant matters of occupational health and safety to homeworkers. The other provisions of this code shall also apply to homeworkers. Employers shall keep adequate records of their employees' names, addresses, rate of pay and number of hours worked each week in order to make this information available for monitoring purposes.

Pricing and Timelines: Suppliers and licensees shall ensure that prices negotiated for work performed are sufficient to allow for compliance with this code. In addition, the supplier or licensee shall ensure that realistic production timelines are provided to Contractors and homeworkers to comply with this Code.

Principles of Implementation

Commitment: All university apparel suppliers and licensees shall give the code and its implementation an informed and explicit endorsement.

Awareness Raising: Suppliers and licensees shall be responsible for ensuring that contractors involved in the manufacture of the clothing for the university and affiliated groups (as identified in this policy's preamble) are made aware of the code.

Workers whose work is covered by the code shall be made aware of the code and implementation principles or procedures orally and through the posting of standards in a prominent place in the local languages spoken by employees and managers.

Public Disclosure: The company names, owners, and/or officers, addresses, contact information and nature of the business association, including the steps performed in the manufacturing process, of all the licensees' contractors and manufacturing plants which are involved in the manufacturing process of apparel for the university shall be made publicly accessible (for example, on an Internet database).

Monitoring and Independent Verification: All university apparel licensees and suppliers and their contractors shall accept the principle that the implementation of this policy will be assessed through monitoring and independent verification. They shall co-operate with ministry of labour and other government-sanctioned investigations and audits of employer compliance with local labour and other relevant legislation. Workers and interested third parties shall be provided with a confidential means to report failure to observe the Code and shall be otherwise protected in this respect.

Reporting: Each university supplier and licensee will submit annual compliance reports to designated monitors and the university, which will include the information discussed under the Public Disclosure clause and a summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing the Code at each site. Contents of the

compliance reports shall be considered public information (by posting it on the Internet and providing hardcopies upon request).

Remediation Procedure: Trent University commits to working with other Canadian universities and monitoring bodies to: negotiate and implement agreed schedules for corrective actions with suppliers, licensees or contractors failing to observe the terms of the Code, i.e. a continuous improvement approach, and where serious breaches of the Code persist, to terminate any business relationship with the supplier, licensee or contractor concerned. When abusive conditions at a production worksite are exposed to public view, the supplier, licensee or contractor must endeavour to correct conditions and not to 'cut and run' from that site. Likewise, suppliers, licensees and all contractors shall not shift orders from a production worksite solely in response to successful worker organization and collective bargaining.

Endnotes

1. 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.
2. This clause does not apply to a formal legal and legitimate process of discipline without pay for reasons such as proof of theft of materials. Illegitimate reasons for deductions or suspension, such as not meeting a quota on time, taking 'too many' bathroom breaks or participating in a union drive, shall not be permitted.
3. The process of minimizing the negative impact on child workers means adequate transitional economic assistance and appropriate educational opportunities shall be provided to any displaced child workers. Adequate transitional economic assistance consists of a stipend to enable such children to attend and remain in school until no longer a child. Wherever possible, it is expected that the employer shall endeavour to hire an adult from the child's household at an income level which complies with the Living Wage provision in this Code.
4. "Retirement" in this context does not mean that a worker must be retained past the local legal age of retirement.
5. The International Textile, Garment and Leather Workers' Federation is an International Trade Secretariat bringing together 217 affiliated organisations in 110 countries, with a combined membership of over 10 million workers.

Appendix A

International Labour Organization Conventions and Declarations Of Particular Relevance

The International Labour Organization (ILO), of which Canada is a member, has set forth internationally recognized conventions and recommendations outlining minimum standards of basic labour rights and other standards regulating working conditions. This code is based upon the conventions and declarations of the ILO, including, without limitation, those listed below.

- Convention 29 and Recommendation 35 on Forced Labour, 1929
- Convention 87 on Freedom of Association and Protection of the Right to Organize, 1948
- Convention 95 on Protection of Wages, 1949
- Convention 98 on the Right to Organize and Collective Bargaining, 1949

Convention 100 on Equal Remuneration, 1951
Convention 105 on the Abolition of Forced Labour, 1957
Convention 111 on Discrimination (Employment and Occupation), 1958
Convention 117 on Social Policy (Basic Aims and Standards), 1962
Convention 122 on Employment Policy, 1964
Convention 130 on Medical Care and Sickness Benefits, 1969
Convention 131 on Minimum Wage Fixing, 1970
Convention 135 and Recommendation 143 on Workers' Representatives, 1971
Convention 138 and Recommendation 146 on Minimum Age, 1973
Convention 148 on Working Environment (Air Pollution, Noise and Vibration), 1977
Convention 155 and Recommendation 164 on Occupational Health and Safety, 1981
Convention 159 on Vocational Rehabilitation and Employment of Disabled Persons, 1983
Convention 174 on Prevention of Major Industrial Accidents, 1993
Convention 177 on Home Work, 1996
Convention 182 and Recommendation 190 on the Prohibition and Immediate Elimination of the Worst Forms of Child Labour, 1999
Convention 183 on Maternity Protection
Tripartite Declaration of Principles Concerning Multinational Enterprises and Social Policy, 1977
Declaration on Fundamental Principles and Rights at Work, 1998

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