



NUMBER:	F:04
EFFECTIVE:	June 25, 2007
AMENDED:	
RELATED POLICIES:	F:02
REPEALS:	
REVIEW DATE:	2008-2009

1.0 Objective

To ensure that the Board/ schools purchase and wear school apparel that is manufactured under safe and healthy human working conditions.

2.0 Definitions

- 2.1 **School Apparel** means all apparel purchased, sold or distributed by or on behalf of the Board/schools, including but not limited to school uniforms and physical education uniforms.
- 2.2 **Supplier** includes all persons or entities that manufacture apparel sold or distributed by or on behalf of the Board/schools.
- 2.3 **Licensee** shall include all persons or entities that have entered into an agreement with the Board/schools to manufacture items bearing the name, trademarks, and/or images of the Board/schools.
- 2.4 **Manufacturing Process** shall include the assembly, packaging, and decoration of apparel.
- 2.5 **Subcontractor** shall include those that have not entered into a relationship with the Board/schools but provide services or produce products or components of products to be used, purchased, or distributed to or by Board/school suppliers.

3.0 Principles

- 3.1 The Board/schools will seek assurances from suppliers that the school apparel is manufactured under safe and healthy conditions.

4.0 Specific Directives

- 4.1 The Board/schools will only purchase from or grant licenses to those suppliers who agree as follows:

- a) To publicly disclose, prior to the signing of any contract/license and periodically upon request, the names, addresses, email, faxes and other details relating to the sites/factories where the apparel is produced and to update that information when new sites/factories are used for the production of the apparel. This shall be provided through the Board's Disclosure form (schedule "A").
 - b) To provide guarantees that the apparel is manufactured under safe and healthy conditions and, at a minimum, in accordance with the standards detailed in the Safe and Healthy Employment Standards set out in schedule "B".
 - c) To conduct their own monitoring of their manufacturing/contractors sites and publicly report these results to the Board on an annual basis.
 - d) To execute the Supplier/Licensee Sweatshop Free Purchasing Agreement (schedule "C"). Neither the Board nor schools will place any orders until the agreement is signed.
 - e) Refer, if necessary, the independent monitoring of the site where the apparel is produced, to a third party designate.
- 4.2 Should the Board or school become aware of an apparent violation of this policy, The Board or School Principal shall send a letter to the supplier/licensee directing them to rectify the concerns within a period of 6 months from the date of the letter. If the supplier/licensee fails and/or refuses to rectify the concerns to the satisfaction of the Board's designate or School Principal, the Board or School Principal shall terminate the contract.
- 4.3 In the case of current/existing contracts with the Board or schools, suppliers/licensees shall be advised of the Board's Sweatshop Free Purchasing Policy and will be encouraged to abide by it. Renewal of contracts will require adherence to this policy.

5.0 Responsibility

- 5.1 Principals shall ensure that the requirements of section 4.1 of this Policy are met, including the execution of Schedules A and C, prior to purchasing school apparel from a supplier or entering into a contract/license.
- 5.2 The Board shall ensure that the requirements of section 4.1 of this Policy are met, including the execution of Schedules A and C, prior to purchasing school apparel from a supplier or entering into a contract/license.

6.0 Review and Evaluation

- 6.1 The effectiveness of this policy shall be assessed through trustee, staff and community satisfaction measures.

6.2 This policy will be reviewed during the 2008-2009 review cycle.

7.0 References

Policy F:02 Purchasing of Furniture, Equipment, Supplies and Services
International Labour Organization Conventions
Universal Declaration of Human Rights

8.0 Appendices

Schedule A – Disclosure and Compliance Form
Schedule B – Safe and Healthy Employment Standards
Schedule C – Sweatshop Free Purchasing Agreement

SCHEDULE "A"

DISCLOSURE AND COMPLIANCE FORM

DIRECT SUPPLIER CONTACT INFORMATION:

Company/Business Name: _____
Description of Product Supplied: _____
Business Address: _____
Contact Person/Position: _____
Phone Number: _____
Fax Number: _____
E-mail Address: _____

Areas of Policy Non-compliance
(Proposals and timelines for compliance): _____

I hereby certify that I have read and fully understood the Windsor Essex Catholic District School Board's Sweatshop Free Purchasing Policy. I am attaching the indirect supplier forms that have been completed. I am in the process of collecting the information necessary to complete the remainder of the indirect supplier forms. These documents will be forwarded to the Board/school when complete. To the best of my knowledge I am not aware of any areas of non-compliance within this supply chain other than documented within the direct or indirect supplier forms attached. I also agree to notify The Board/school 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 standards set out in the board's Sweatshop Free Purchasing Policy.

Owner/Operator Signature: _____

Owner/Operator Name (please print): _____

Date: _____

Please fill out the following information for each step in the supply chain (including suppliers, licensees, contractors, subcontractors and manufacturing facilities) for the product noted on page 1 (please photocopy additional sheets as necessary):

Company/Business Name: _____

Business Address: _____

Contact Person/Position _____

Phone Number _____

Email Address _____

Areas of Policy Non-compliance
(Proposals and timelines for
compliance) _____

SCHEDULE “B”

SAFE AND HEALTHY EMPLOYMENT STANDARDS

Any suppliers, licensees, contractors, subcontractors and manufacturing facilities who are in any capacity involved in the supply of school apparel to the Windsor Essex Catholic District School Board and its schools shall uphold the following standards which are based on relevant International Labour Organization Conventions and the basic rights set out in the Universal Declaration of Human Rights.

Provided the International Labour Organization’s 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.

Local labour laws must be followed, including compliance with all applicable environmental standards. Where local labour laws and the standards set out below differ, the higher standard shall be applied.

Employment Standards:

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 and are free to leave their employer after reasonable notice.

Child Labour

1. There shall be no use of child labour. “Child” would include any person less than 15 (or 14 should the developing country be exempt under the International Labour Organization Minimum Age Convention), unless local laws stipulate a higher age for work or mandatory schooling, in which case the higher age shall apply.
2. Employers must comply with all applicable child laws related to hiring, wages, hours worked (including the allowance of adequate time for study and the provision of appropriate educational opportunities when required), overtime, and working conditions.

3. Workers shall not be exposed to situations in or outside the workplace that the owner controls that are hazardous, unsafe, or unhealthy.

Harassment or Abuse

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

Discrimination

1. 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.

Hours of Work and Wages

1. Employers shall set working hours, wages, and overtime pay in compliance with all applicable laws, including the conventions established by the International Labour Organization. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. While it is understood that overtime is often required in garment production, employers shall carry out operations in ways that limit overtime to a level that ensures safe and healthy working conditions.

Collective Bargaining and Freedom of Association

1. Workers have the right to join or form trade unions of their own choosing and to bargain collectively.
2. No employee shall be subject to harassment, intimidation, or retaliation in his or her efforts to associate freely or bargain collectively.

Health and Safety

1. Employers must treat all workers with respect and dignity and provide them with a safe and healthy environment.

2. Employers shall comply with all applicable laws and regulations regarding working conditions.
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.

Employment Relationship

1. To every extent possible work performed shall be on the basis of a recognized employment relationship established through national law and practice.

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.

SCHEDULE "C"

SUPPLIER/LICENSEE SWEATSHOP FREE PURCHASING AGREEMENT

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

The supplier/licensee hereby warrants, represents and agrees, that it, and any of its subcontractors, servants, agents or suppliers will, at all times during the term of the agreement and any extended term, comply and adhere to all of the provisions of the Board's Sweatshop Free Purchasing Policy, attached hereto and forming part of this agreement. Breach of any provision of the Board Policy, or failure to reasonably satisfy the Board that the suppliers continually adhere to the policy during the term of this agreement (or any extensions thereof) will entitle the Board, in its sole and absolute discretion to provide written notice of termination of this agreement effective immediately. Notwithstanding said written notice of termination, the supplier shall complete the existing orders with parents of the school but shall not accept or solicit any further orders from parents of the school after receipt of the written notice.

Company Name: _____

Signature of Authorized Representative: _____

Date: _____