

1.0 Purpose

- 1.1 UNB is dedicated to managing its business relationships and interactions in a socially conscientious and ethical manner. As a means of achieving these objectives, UNB will apply this Code of Ethical Conduct, detailing minimum standards in labour practices to all interactions that fall within the scope of this Code.
- 1.2 Through its membership to the International Labour Organization (ILO), Canada has made a commitment to support an end to the oppression and exploitation of workers on a global scale by promoting and realizing standards and fundamental principles and rights at work. The University of New Brunswick (hereinafter "UNB" or "University") acknowledges and supports this commitment through this Code of Ethical Conduct by seeking valuable information concerning working conditions of those employed by suppliers and subcontractors in the production, assembly, packaging, shipping, and receiving of Apparel bearing the name or logo of UNB.
- 1.3 This Code applies in its entirety to all UNB campuses, and although the scope of application is currently restricted to Apparel, it is encouraged that all Suppliers and Subcontractors dealing with UNB endeavor for complicity with all products or wares. On the condition that the Core ILO Conventions are adhered to, the details of this Code are meant in no way to impede or overrule standards established through collective bargaining by unions and associations of the workers' choice.
- 1.4 The employment standards set in this Code are based on applicable ILO conventions, and the phrasing, as well as the implementation and monitoring methodology, has mainly been adopted from McMaster University, with its approval, where a similar code has been successfully introduced at this institution. This inter-university cooperation will facilitate not only the implementation of university codes from the perspective of the Suppliers and Subcontractors, but also support the establishment of inter-university labour rights monitoring capabilities in the future.

2.0 Applicability

- 2.1 University-wide
- 2.2 All University Suppliers and Subcontractors must be licensed by the University in order to produce and/or sell goods bearing the University's name, marks, or logos. As such, all licensees are required to adhere to this Code, which presently applies to all University Suppliers and Subcontractors involved in the production, assembly, packaging, shipping,

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and receiving of Apparel bearing the UNB name, mark, or logo, including all University staff and team uniforms.

- 2.2.1 In affirming compliance with this Code, Suppliers have accepted accountability for guaranteeing that all of the Suppliers and Subcontractors they conduct business with in the supply and production chain also comply with the Code.
- 2.2.2 Those facilities of a Supplier or Subcontractor not involved in the supply or production chain directly providing UNB Apparel are not accountable to this Code and, as such, UNB, by forming business interactions with a Supplier, does not endorse the working conditions of the entire Supplier's chain of supply and production.
- 2.2.3 Although all Suppliers and Subcontractors must comply with this Code, they may not represent to other parties that they have been certified by the Code of Ethical Conduct put forward by UNB.
- 2.2.4 UNB will make efforts as defined within this Code to aid Suppliers in bringing their facilities and those of their Suppliers to the acceptable level of compliance.

3.0 Definitions

- 3.1 APPAREL: refers to clothing purchased and/or sold by the University (for sake of clarity, including, but not limited to, bookstores, faculty, alumni, student organizations, and departments), including uniforms of University teams and staff.
- 3.2 CHILD: refers to any person less than 15 (or 14 if local law sets minimum employment age at 14, consistent with developing country exemptions under the ILO Minimum Age Convention), unless local laws stipulate a higher age for work or mandatory schooling, in which case the higher age shall apply.
- 3.3 CODE: refers to this entire document.
- 3.4 DIGNIFIED LIVING WAGE: as defined at the Non Governmental Organization Living Wage Summit in 1998, this refers to "the net wage earned during a country's legal maximum work week, but not more than 48 hours, that provides for the needs of an average family unit (nutrition, clothing, health care, education, potable water, childcare, transportation, housing, and energy) plus savings (10% of income)." If collective bargaining determines the Dignified Living Wage by local standards to be higher than the aforementioned definition, the higher wage shall be applicable.
- 3.5 HOMEWORKER: As defined by the ILO Home Work Convention (C177), this term refers to a person who carries out work for payment by an employer in his or her home or in a location

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of his or her choice other than the place of work of the employer. Such a person is considered a Homeworker whether the equipment or other materials are provided by the employer or the Homeworker, unless this person has a level of independence required to be considered an independence worker under national laws or regulations. This Code in its entirety applies as equally to Homeworkers as it does to regular employees.

- 3.6 SUBCONTRACTOR: shall include all suppliers, vendors, contactors, subcontractors, and manufacturers who have not entered into a relationship with the University but produce products or components of products to be used, purchased, or distributed by University Suppliers or other Subcontractors.
- 3.7 UNB OR THE UNIVERSITY: refers to the University of New Brunswick in its entirety, and all related departments, faculties, and organizations.
- 3.8 UNIVERSITY SUPPLIER OR SUPPLIER: shall include all persons or entities, including suppliers, vendors, contractors, contributors, and manufacturers who have entered into an agreement with the University to provide Apparel to be used, sold, or distributed by or on behalf of the University of New Brunswick.

4.0 Implementation

- 4.1 All University Suppliers shall agree to manage their facilities and ensure their Subcontractors manage their facilities to the standards defined below:
- 4.1.1 LEGAL COMPLIANCE: University Suppliers and Subcontractors shall comply with legal requirements of the country (ies) of manufacture in conducting business involving the production and supply of Apparel representative of the University. Where differences between the laws of the country (ies) of manufacture and this Code arise, the higher of the two standards applies.
- 4.1.2 EMPLOYMENT STANDARDS : University Suppliers and Subcontractors shall comply with the following standards, all of which apply to all employees, including Homeworkers and quota-based workers:
- 4.1.2.1 WAGES AND BENEFITS: University Suppliers and Subcontractors recognize that wages are essential to meeting employees' basic needs.
- University Suppliers and Subcontractors shall pay employees, as a floor, wages and benefits which comply with 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 is a "take home" or "net" wage, earned during a

country's legal maximum work week, but not more than 48 hours. A living wage provides for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, childcare, transportation, and savings) of an average family unit of employees in the garment manufacturing employment sector of the country divided by the average number of adult wage earners in the family unit of employees in the garment manufacturing employment sector of the country.

- University Suppliers and Subcontractors shall provide pay directly to employees in a timely manner (no more than one month after hours worked) in the form of cash, cheque, electronic payment or the equivalent.
- University Suppliers and Subcontractors shall provide employees with written and oral information about their employment conditions, including wages, before they enter employment and written information about the particulars of their wages for each pay period. This information will be in a language and format understood by the worker.
- Deductions from wages as a disciplinary measure shall not be permitted and any deductions from wages not provided by national law must be expressly approved by the worker concerned. All disciplinary measures will be recorded.
- Where production operates under a piece-rate system, University Suppliers and Subcontractors shall ensure that the piece rate quotas are adjusted to what can reasonably be accomplished in an eight (8) hour period while ensuring that the workers earn a living wage.

4.1.2.2 WORKING HOURS: Hourly and/or quota-based wage employees shall:

- Not be required to work more than the lesser of:
 - 48 hours per week; or
 - the limits on regular hours allowed by the law of the country of manufacture; and
- Be entitled to at least one (1) day off in every seven (7) day period, as well as holidays and vacations.

4.1.2.3 OVERTIME

- All overtime hours shall be worked voluntarily by employees. Overtime hours shall not exceed twelve (12) hours per week.
- In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at one and one-half times their regular hourly compensation rate or the premium rate as is legally required in the country of manufacture, or as is negotiated in a collective agreement.

4.1.2.4 CHILD LABOUR

- There shall be no new use of Child labour.
- Currently employed Child workers shall be kept employed and be given access to adequate transitional economic assistance and appropriate educational opportunities. During the period of transition, 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.
- Where a Child worker must be displaced, adult family members shall have the opportunity to assume the Child's position in order to maintain family earnings.
- Consistent with ILO Conventions 138 and 182 (Minimum Age Convention and the Worst Forms of Child Labour Convention) the minimum age for admission to any type of employment or work, which by its nature or the circumstances in which it is carried out is likely to jeopardize the health, safety, or morals of young persons, shall not be less than eighteen (18) years.

4.1.2.5 FORCED LABOUR

- There shall not be any use of forced prison labour, indentured labour, bonded labour, or other forced labour.
- 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.

4.1.2.6 HEALTH AND SAFETY

- Suppliers and Subcontractors shall provide a safe and healthy 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.
- Suppliers and Subcontractors shall ensure that their operations comply with all building code and all workplace safety and health regulations established by the national and sub-national (including local) governments where the production facility is located, as well as all health and safety conventions of the ILO (International Labour Organization) ratified and adopted by the country in which the production facility is located. Exposure to chemicals and physical agents shall not be at levels higher than those in the current or previous year's version of "TLVs and BEIs" (Threshold Limit Values for Chemical Substances and Biological Exposure Indices) as published by ACGIH (American Conference of Governmental Industrial Hygienists) Worldwide.
- Adequate access to clean toilet facilities and to potable water shall be provided. If appropriate, sanitary facilities for food storage and preparation shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- Workers shall receive regular and recorded health and safety training appropriate to their workplace and specific job hazards, and such training shall be repeated for new or reassigned workers.
- Workers ordinarily employed at work that is prejudicial to their health shall be entitled, without loss of wages, to a transfer to another kind of work not harmful to their health upon presentation to their employer of a medical certificate stating that a change in the nature of their work is necessary in the interest of their health.

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- 4.1.2.7 NONDISCRIMINATION : 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, and social or ethnic origin.
- 4.1.2.8 HARASSMENT OR ABUSE: 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. University Suppliers and Subcontractors shall neither use nor tolerate any form of corporal punishment. All cases of discipline shall be thoroughly documented.
- 4.1.2.9 COLLECTIVE BARGAINING AND FREEDOM OF ASSOCIATION
- University Suppliers and Subcontractors shall recognize and respect the right of employees to freedom of association, and the right of collective bargaining. No employee shall be subject to harassment, intimidation, or retaliation in his or her efforts to associate freely or bargain collectively.
 - University Suppliers and Subcontractors shall not cooperate with governmental agencies and other organizations that use the power of the State to prevent workers from organizing a union of their choice.
 - University Suppliers and Subcontractors shall recognize the union of the employees' choice.
 - University Suppliers and Subcontractors shall allow union representatives free access to employees.
 - Where the right to freedom of association and collective bargaining is restricted under law, the employer will not hinder development of parallel means for independent and free association and bargaining.
 - Where not explicitly prohibited by national laws, University Suppliers and Subcontractors shall comply with the ILO conventions 87, 98, and 135 (Freedom of Protection and Right to Organize Convention, Right to Organize and Collective Bargaining Convention, and the Workers' Representative Convention), with

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

4.1.2.10 WOMEN'S RIGHTS

- Remuneration (including benefits), treatment, evaluation of the quality of their work, and opportunity to fill all positions shall be the same for male and female workers.
- Pregnancy tests shall not be a condition of employment, nor will they be demanded of employees. Pregnancy or maternity leave status shall not be used as a basis for discipline/termination or reduced remuneration while working. Furthermore, workers who take maternity leave shall not face dismissal or threat of dismissal, loss of seniority, or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
- Workers shall not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
- Workers shall not be forced or pressured to use contraception.
- University Suppliers and Subcontractors shall provide appropriate services and accommodation to women workers in connection with pregnancy.

- vi. A woman shall be provided with the right to one or more daily breaks or a daily reduction of hours to breastfeed her child. These breaks or the reduction of daily hours of work shall be counted as working time and remunerated accordingly.
- Employment of a woman in work prejudicial to her health or that of her child shall be prohibited during pregnancy and up to at least three (3) months after childbirth and longer if the woman is nursing her child. For the sake of clarity, such work shall include, but is not limited to: any hard labour involving heavy weight-lifting, pulling, or pushing; undue and unaccustomed physical strain, including prolonged standing; work requiring special equilibrium; and work with vibrating machines.
- A woman ordinarily employed at work that is prejudicial to health shall be entitled without loss of wages to a transfer to another kind of work not harmful to her health. Such a right of transfer shall also be given for reasons of maternity in individual cases to any woman who presents a medical certificate stating that a change in the nature of her work is necessary in the interest of her health and that of her child.

4.1.2.11 EMPLOYMENT RELATIONSHIP

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

4.2 COMPLIANCE AND DISCLOSURE: The following regulations apply to Suppliers of University Apparel:

4.2.1 COMPLIANCE REQUIREMENTS

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- 4.2.1.1 The University Supplier is required to submit a completed confirmation of compliance form before the University will consider entering a business relationship with the Supplier.
- 4.2.1.2 The Supplier shall ensure that each of its Suppliers or Subcontractors complies with this Code by having each Supplier or Subcontractor within the supply chain complete a compliance form as well.
- 4.2.1.3 Before beginning a new business relationship or agreement with the University, Suppliers and Subcontractors in each supply chain must be in full compliance with this Code. The following exceptions to the Employment Standards of this Code for the initial contract period are:
- Dignified Living Wage: Wages and benefits shall comply with, or exceed, all applicable laws and regulations at the commencement of any contract with the University. Suppliers and Subcontractors shall establish and implement policies and procedures that ensure workers and their families receive a Dignified Living Wage. These policies and procedures shall be documented, maintained, and effectively communicated to all personnel covered by this Code and to other interested parties. University Suppliers and Subcontractors shall comply with the living wage provisions of this Code and submit a report to the University demonstrating this compliance within twelve (12) months of the commencement of the contract.
 - Child Labour: Hiring of new Child workers is prohibited (see Employment Standards section 4.1.2.4 bullet 1. Currently, Child workers shall be kept employed and be given access to education and transitional economic assistance (see Employment Standards section 4.1.2.4 bullet 2. Where a Child worker must be displaced, adult family members should have the opportunity to assume the Child's position in order to maintain family earnings. Suppliers and Subcontractors are expected to be in compliance with Employment Standard Section 4.1.2.4 bullet 2 within twelve (12) months of the commencement of the contract and shall provide a report to the University demonstrating compliance by the end of the twelve (12) month period. In cases where full compliance is deemed to be temporarily unfeasible, University Suppliers and

Subcontractors are required to provide a detailed action plan and to report every six (6) months on their progress toward full compliance. In these latter cases, University Suppliers and relevant Subcontractors shall have a maximum of twenty-four (24) months from the commencement of the contract to achieve full compliance with Employment Standards section 4.1.2.4 bullet 2.

- **Health and Safety:** Suppliers and Subcontractors shall provide a safe and healthy work environment and meet all applicable government regulations at the commencement of the contract with the University. With respect to monitoring exposure to chemical and physical agents and ensuring the levels are lower than acceptable limits as defined in Employment Standards section 6.ii. Suppliers and Subcontractors have six (6) months to ascertain and report their ability to comply by the end of the first year of the relationship. If the Supplier/Subcontractor has ascertained inability to comply with Employment Standards section 6.ii, the six (6) month report shall include reasons for noncompliance as well as detailed plans and expected dates for reaching compliance. Subsequent reports shall then be submitted to the University every six (6) months indicating the progress toward compliance. Every reasonable effort shall be made to achieve compliance. The University reserves the right to determine what constitutes a reasonable effort to reach compliance.
- With respect to Section 4.1.2.6 bullet 4 (health and safety training for workers), University Suppliers and Subcontractors have six (6) months to achieve compliance.

4.2.2 DISCLOSURE

- 4.2.2.1 UNB recognizes the importance of disclosing to members of the UNB community, and to those who purchase UNB Apparel, Suppliers and Subcontractors compliance with this Code. This requires Suppliers and Subcontractors to provide full disclosure within three (3) months for existing contracts and as a condition of future contracts. The information provided will be publicly accessible.

- 4.2.2.2 When all Subcontractors are not in compliance with the Code, the University Supplier will need to identify the Subcontractors and sections of the Code which are not being met, and provide a summary of any difficulties encountered in enforcing the Code, including specifically whether there is a conflict with the Subcontractor's national law and this Code. The University Supplier will need to provide action plans and progress reports for those areas that are temporarily noncompliant.
- 4.2.2.3 Upon entering into a business relationship or renewing a contract with UNB, a Supplier shall provide the following:
- Confirmation of compliance for the University Supplier's own facilities that manufacture, produce, distribute, or sell products or services purchased by the University and a list of all other factories/facilities in the supply chains that produce the goods or services sold/distributed by the University Supplier. This list shall include, for each factory/facility/company:
 - the name of each factory/facility/company;
 - mailing address, physical location (i.e., street address) if different from the mailing address;
 - contact person, including telephone number(s) and e-mail addresses;
 - nature of the business association (for example, factory, distributor, subsidiary)
 - products or services involved (only those of relevance to the University's purchases/contracts agreements are required).
 - Additional information on labour standards of factories/facilities may be requested.
 - Written confirmation that all Subcontractors in the supply and production chains for products supplied to the University through the University Supplier are in compliance with this Code. Confirmation-related information collected by the University Supplier from their Suppliers/Subcontractors shall be made available to UNB or its representatives upon request. When all Subcontractors are not in compliance with the Code, the University Supplier will need to identify the Subcontractors and

sections of the Code which are not being met, and provide a summary of any difficulties encountered in enforcing the Code, including remedial steps taken and planned. In particular, action plans and progress reports are required for areas temporarily noncompliant.

- Information on any conflicts between this Code and the laws of the country of operation. Suppliers and Subcontractors are encouraged to consult with governments to find ways in which the Suppliers and Subcontractors can comply with this Code. UNB reserves the right to refuse renewal of contracts when it is deemed that compliance is not possible in the country of operation.

4.2.2.4 The University Supplier is responsible for notifying the University and/or its designated representatives of any changes in the foregoing information within sixty (60) days.

4.2.2.5 It is understood that failure to report, or the reporting of false or misleading information, constitutes grounds for a range of potential sanctions, including eventual termination of the University's relationship with the Supplier.

4.2.3 **PRINCIPLES OF IMPLEMENTATION**

4.2.3.1 Workers whose work is covered by the Code, including Homeworkers, shall be made aware of the Code and implementation principles or procedures orally and through the posting of standards in prominent places easily accessible to the workers and in languages spoken by the employees and managers. Whenever possible, University Suppliers and Subcontractors along the supply chain, in cooperation with labour, religious, and non-governmental organizations, shall facilitate training of workers regarding their rights under the Code and local law.

4.2.3.2 Companies shall keep records of employee birth dates, hours worked, wages and benefits paid, discipline, accidents and injuries, chemical monitoring data (if applicable), calculations of a living wage, and any other data that may be required to evaluate compliance with the Code.

4.3 **MONITORING AND REMEDIATION**

4.3.1 **MONITORING**

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4.3.1.1 It shall be the responsibility of each University Supplier to ensure its compliance with this Code and to verify that its Subcontractors are in compliance.

4.3.1.2 While University Suppliers are expected to verify and monitor compliance, the University can be sufficiently confident of the results only if outside, credible sources confirm that the conditions are being met. As such:

- UNB shall become an affiliate of the Worker Rights Consortium or another independent monitoring organization to facilitate monitoring and verification of University Supplier and Subcontractor compliance with this Code.
- The University may join appropriate associations, consortia, or other groups that work to ensure compliance through independent monitoring of Suppliers and Subcontractors.
- In this process, UNB will cooperate with the appropriate associations, consortia, or other groups to establish evaluation guidelines, criteria, and processes for monitoring and ensuring compliance with the Code. This would normally include creating and maintaining a database of information needed for monitoring purposes, making information regarding compliance freely available, and affiliating with external impartial and independent monitoring agencies to facilitate periodic unannounced visits.
- In this process, the University's Suppliers and Subcontractors will provide access to the manufacturing facilities and information required to determine compliance with this Code by independent external monitors selected by UNB or its designated representatives.
- Suppliers will cooperate with government-sanctioned investigations and audits of employer compliance with local labour and other relevant legislation. Results of such audits will be made available to the University.

4.3.2 It is recognized that clearly defined methods of internal monitoring, training, and independent external monitoring have not yet been determined by UNB and its Suppliers. The University and University Suppliers agree to undertake efforts to

determine and clearly define the obligations associated with the development of adequate training and monitoring methods.

4.3.2.1 The President's Committee on Trademarks and Licensing shall act as an internal monitoring body of this Code. This committee shall be responsible for:

- Advising University administrators on issues related to this Code and its administration, the monitoring system, changes to Code appendices, as well as confirmation of compliance procedures.
- Sponsoring forums, studies, or other educational or informational efforts related to labour practices, as appropriate.
- Working to establish an Inter-University Consortium on codes of conduct for University Suppliers and their Subcontractors.

4.3.2.2 The Office of Trade Marks and Licensing shall be located at the University of New Brunswick, c/o University of New Brunswick Bookstore, 100 Tucker Park Road, P. O. Box 5050, Saint John, NB E2L 4L5, Telephone 506-648-5540, Fax 506-648-5552, Email sjbooks@unbsj.ca.

4.3.3 REMEDIATION: If UNB determines that any Supplier or Subcontractor is not in compliance with any part of this Code:

4.3.3.1 the University may require that the Supplier or Subcontractor take corrective measures to bring about full compliance under a schedule to be approved by the University. The remedy, at a minimum, will include taking all steps necessary to correct such violations, including, without limitation, paying all applicable back wages found due to workers and, at the choice of the worker involved, reinstating or reimbursing any worker whose employment has been terminated in violation of this Code.

4.3.3.2 the University Supplier will work to correct the situation rather than terminate the relationship. However, failure to accomplish timely remediation of Code violations will constitute a violation of the University/Supplier relationship, which may lead to sanctions, including termination of the contract or other sanctions, at the University's discretion.

5.0 Interpretation and Questions



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- 5.1 University Secretariat Office is located in Sir Howard Douglas Hall, Room 110. Questions concerning this policy may be directed to (506) 453-4613 sjd@unb.ca.