

# **MEMORIAL UNIVERSITY OF NEWFOUNDLAND CODE OF CONDUCT FOR APPAREL AND FOOTWEAR SUPPLIERS**

## **I. INTRODUCTION**

Memorial University of Newfoundland is committed to doing business with Suppliers that respect, promote and abide by international labour standards set forth in the International Labour Organization Declaration on Fundamental Principles and Rights at Work.

Memorial University of Newfoundland is committed to educating Suppliers on the importance of just labour practices and working with them towards compliance with this Code.

Memorial University of Newfoundland has established this Code of Conduct as a minimum set of standards. Once in effect, compliance with this Code of Conduct will be a condition of supplying apparel and footwear products to the University.

## **II. DEFINITIONS**

For the purposes of this Code:

The term "Product" means any apparel or footwear product that is supplied to Memorial University of Newfoundland or any of its divisions, faculties, campus organizations and campus retail outlets.

The term "Supplier" means any individual or company that supplies or sells an aforementioned Product.

The term "Employer" means any person or company that employs one or more workers in the creation, assembly or packaging of a Product.

## **III. STANDARDS**

All Suppliers must operate workplaces, and ensure that all Employers including contractors, subcontractors, vendors or manufacturers operate workplaces, that adhere to the following minimum standards and practices:

1. **LEGAL COMPLIANCE**  
Employers shall comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured. Such compliance shall include compliance with all applicable environmental laws.
2. **FORCED LABOUR:**  
There shall not be any use of forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise.
3. **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 exemption) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15.

4. **HARASSMENT OR ABUSE:**  
Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Employers 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.
5. **NONDISCRIMINATION:**  
No person shall be subject to any discrimination in employment, including hiring, salary, benefit, advancement, discipline, termination, or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin, union membership, pregnancy, maternity leave status, marital status.  
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.
6. **HEALTH AND SAFETY:**  
Employers shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.
7. **FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING:**  
Employers shall recognize and respect the right of employees to form and join trade unions of their choice and to bargain collectively.  
Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.
8. **WAGES AND BENEFITS:**  
Employers recognize that wages are essential to meeting employees' basic needs. Employers shall ensure that wages paid for a standard working week shall always meet at least legal or industry standard and shall be sufficient to meet basic needs of personnel.  
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 work week that are sufficient by local standards to provide for the food, clothing, housing, health care, education, potable water, child care and transportation needs of the worker and his/her dependents and provide some discretionary income.  
Workers shall receive all legally mandated benefits.
- 9.1 **HOURS OF WORK:**  
Employers shall comply with applicable laws and industry standards on working hours. The normal workweek shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven-day period. All overtime work shall be reimbursed at a premium rate and, except in extraordinary circumstances, shall not exceed 12 hours per employee per week.
- 9.2 Other than as permitted in section 9.3(below), overtime work shall be voluntary.

9.3 Where the company is party to a collective bargaining agreement freely negotiated worker organizations (as defined by the ILO) representing a significant portion of its workforce, it may require overtime work in accordance with such agreement to meet short term business demand. Any such agreement must comply with the requirements of section 9.1.

10. **HOMEWORKERS:**

Employers shall ensure that homeworkers receive all the protections they are entitled to under the law of the country of manufacture, including but not limited to wages and benefits in accordance with local laws.

#### **IV. IMPLEMENTATION**

The University shall establish an Implementation Committee, composed of faculty, student and staff representatives, to determine and clearly define reporting, training and monitoring methods, including establishment of a reasonable time frame within which compliance will begin.

The University should seek cooperation with other educational institutions and organizations in the development and funding of the Code of Conduct's verification and monitoring mechanisms.

1. **PUBLIC DISCLOSURE:**

The company names, owners, and/or officers, addresses, and nature of the business association, including the steps performed in the manufacturing process, of all the contractors, subcontractors and manufacturing plants which are involved in the manufacturing process of Products supplied to the University shall be made public information.

Suppliers shall be required to report immediately to the University any changes in their business operations which materially affect the application of this Code, such as the selection of a new factory. This information will also be made publicly available.

2. **COMPLIANCE**

Suppliers shall be required to provide an annual compliance report to the University, which includes the following:

A. The company names, owners and/or officers; and addresses, phone numbers, email addresses and the nature of the business association of all the contractors, subcontractors and manufacturing plants which are involved in the manufacturing process of products supplied to the University;

B. Written assurances that it and its contractors and subcontractors adhere to this Code; and

C. A summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code at each site.

Annual compliance reports will be treated as public documents.

3. **VERIFICATION**

It shall be the responsibility of each Supplier to ensure its compliance with this Code, and to verify that its contractors and subcontractors are in compliance with this Code.

The University reserves the right to examination of the practices, activities and work sites of its Suppliers and their contractors and subcontractors. This examination can be by University personnel or representatives of the University.

The University has not yet determined clearly defined methods of internal monitoring, training and independent external monitoring. The University shall establish an Implementation Committee, composed of faculty, student and staff representatives, to determine and clearly define adequate training and monitoring methods, including establishment of a reasonable time frame within which compliance will begin. Verification measures shall include, but not limited to, internal monitoring, independent external verification, and shall provide an opportunity for employees to report non-compliance with this code in a manner that ensures they will not suffer retaliation for doing so.

#### 4. REMEDIATION

If the University determines that any Supplier is operating in violation of the code, the University shall consult with the Supplier to examine the issues and determine the appropriate measures to be taken to ensure necessary steps are taken to correct the violations. The Employer will be required to take the steps necessary to correct any and all violations. Such steps may include, without limitation, paying all applicable back wages found due to workers who manufactured the university products, and reinstating any worker whose employment has been terminated in violation of this Code of Conduct.

If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the University and the Supplier will implement a corrective action plan on terms acceptable to the University.

The University reserves the right to terminate its relationship with any Supplier which continues to conduct its business in violation of the corrective action plan.