



ADMINISTRATIVE PROCEDURES

FAIR LABOUR PRACTICES (Policy Statement: Fair Labour Practices)

Purpose

The ALCDSB, in keeping with its stated mission to "... value and promote responsible participation in our local and global communities", consistent with Catholic Social Teachings, seeks to model and promote purchasing practices that protect and enhance the rights of all workers.

References

Fairlabour.org
Evangelii Gaudium
Laudato Si
Laborem Exorcens
Caritas in Veritate
Labour Day Statements, Assembly of Catholic Bishops of Ontario
Ethical Guidelines for International Trade, Holy See's Note to Ministerial Conference of World Trade Organization, September 2003
International Labour Organization Convention 138
Ontario Catholic School Graduate Expectations, ICE, 1998
Board Mission Statement

Procedures

1. Supplier Pre-Qualification
 - a) Any purchase/exclusive license agreement with the ALCDSB or any of its schools must include prior agreement by the supplier/licensee to the 'Supplier Fair Labour Practices Agreement' (attached Appendix A).

A Supplier's Agreement to Appendix A will place this supplier on an "Approved Supplier's List" as meeting the Board's Fair Labour Practices Policy.

The Committee for Social Justice will annually compile and review a list of apparel brands whose labour practices are consistent with this policy. Such a list will be compiled by referencing www.fairlabor.org and will be provided to sites within the Board.

b) If a Non-Compliance Occurs

If a non-compliance is reported to Board Administration, the supplier will be contacted by Board Administration. The supplier will review and report back to Board Administration within 30 days.

If a satisfactory response is not received within 30 days, the Board Administration may terminate the contract with the supplier. If the Board Administration requires an additional review of a reported non-compliance, Board Administration may identify a designate as a third-party recognized and approved by the School Board.

The Boards' designate (third party) shall send written responses to Board Administration regarding the supplier's compliance status with the agreement to purchase, within 60 days.

2. Education

- 2.1 The Board will provide, in appropriate fashion, information about this Policy to members of all school communities and employer groups with the broader goal of encouraging more informed, personal consumer practices at the start of each school year.
- 2.2 The Committee for Social Justice will assist identifying and developing training awareness materials for Board staff.
- 2.3 The Board will seek to support efforts beyond its jurisdiction that are consistent with the goals of this Policy, particularly as it relates to apparel purchasing practices in other school boards and Canadian public institutions.
- 2.4 The Board shall continue to investigate how the vision of this Policy can be more broadly and consistently applied to all other purchases made by the Board through the direction of the ALCDSB Committee for Social Justice.

Appendix A – Suppliers Fair Labour Practices Agreement

For any agreement or licensee to be valid between the Algonquin and Lakeshore Catholic District School Board or its schools and a supplier/licensee for spirit wear, the supplier/licensee must agree by proper company signing authorization to the following terms and conditions:

The supplier/licensee:

Agrees to disclose to the Board Administration, prior to any contract/license agreement being signed, the sites/factories where the apparel is produced.

Agrees that, any changes to the list of manufacturing locations during the life of the agreements are to be reported immediately by the supplier to the Board Administration.

Agrees to ensure that the apparel is manufactured under safe, just and healthy conditions and, at a minimum, in accordance with the local labour laws and standards of the 'International Labour Organization' (ILO), whichever is higher.

Agrees to refer, if necessary, the independent monitoring of the site where the apparel is produced, to a third-party designate.

Hereby warrants, represents and agrees, that it, and any of its subcontractors, servants, agents or suppliers will, at all times during the term of this agreement and any extended term, comply and adhere to all of the stated provisions of this Appendix A.

Agrees that a breach of any provision, or failure to reasonably satisfy the Board that the supplier continually adhere to these provisions during the term of this agreement (or any extended term) will entitle the Board Administration, in its sole and absolute direction to provide written notice of termination of this agreement effective immediately. Notwithstanding said written notice of termination, the supplier shall complete all 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 (Duly Authorized Officer)

Date

Appendices

Appendix A – Supplier Fair Labour Practices Agreement

Approved: February 22, 2011

Revised: June 16, 2015

Approved: May 2019

Administrative Procedures: FAIR LABOUR PRACTICES A-2019-05-7