McMASTER UNIVERSITY

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Contact Department: Vice-President (Administration)

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McMaster Ad Hoc Code of Labour Practices Development Committee Members:

Mary Keyes (Chair), Associate Vice President Student Affairs

Eva Bodrozic, Office of Student Affairs

Glenn Fletcher, McMaster University Staff Association

Robert Hilson, Athletics and Recreation

Heather Grigg, User Services CIS

Tina Puchalski, McMaster Association of Part-time Students

Bryce Rudyk, McMaster Students Union

Donna Shapiro, Titles Bookstore

Sara Tedford, Ontario Public Interest Research Group- McMaster and Graduate Students Association

Don Wells, McMaster University Faculty Association

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Roy Adams, Professor Emeritus School of Business, McMaster University Karen Belaire, Vice President Administration, McMaster University Luke Chan, Executive Director International Affairs, McMaster University

Terry Galan, Director Purchasing Resources, McMaster University

Peter George, President, McMaster University, McMaster University

Bob Jeffcott, Ethical Trading Action Group (ETAG) secretariat

Murray Lapp, Director Human Resources, McMaster University

Greg Marshall, Head Football Coach, Athletics and Recreation, McMaster University

Marcel Mongeon, Associate Director Research Contracts & Intellectual Property, McMaster

Emmie Morwald, Director Research Services, McMaster University

Albert Ng, Director Hospitality Services, McMaster University

Ken Norrie, Provost and Vice President Academic, McMaster University

Therese Quigley, Director Athletics and Recreation, McMaster University

Marvin Ryder, Associate Vice-President CIS, McMaster University

Ian Thompson, Maquila Solidarity Network

Daniel Woolf, Dean of Humanities, McMaster University

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<u>Sources</u>: The wording, especially in Section III of the Code of Labour Practices (standards), is in large part adapted from the following sources: Worker Rights Consortium¹, Students Against Sweatshops Canada², and the International Labour Organization (ILO)³, with additional information added by the McMaster Committee.⁴ Codes from ICFTU⁵, CCC⁶, ETI⁷, ETAG⁸, FLA⁹, and SAI¹⁰ and codes from several universities were also consulted.

Code of Labour Practices for University Suppliers and Licensees

Prepared by the McMaster Ad Hoc Code of Labour Practices Development Committee

PREAMBLE

The International Labour Organization (ILO), of which Canada is a member, is committed to promoting an end to oppression, exploitation and abuse of workers worldwide. McMaster University recognizes and supports this commitment, and seeks accurate information from its suppliers concerning the working conditions related to the products and services McMaster purchases and licenses. Provided that ILO core labour standards²⁶ are met, nothing in this Code is intended to preempt or override standards that are set by a process of collective bargaining by independent unions and associations of the workers' choice. The standards of this Code are based on relevant ILO conventions as cited in the standards section.

While the scope of application, as defined in Section II, is currently restricted to a portion of the university operations, it is the intention that all suppliers, licensees, contractors and subcontractors be aware of this Code and strive to follow it. McMaster University intends to cooperate with university, student, and other organizations in monitoring working conditions, collecting information, and collectively negotiating with suppliers to ensure the provisions of this or similar Codes are enacted as widely as possible. For suppliers and subcontractors not currently included in the scope of this Code, McMaster University encourages voluntary disclosure of factory/business locations and working conditions. Relevant information may be a factor in awarding of future contracts and in purchasing decisions. Where multiple suppliers and/or equivalent products and services are available, and where other purchasing criteria are equal, McMaster University policy will be to favour suppliers or products in compliance with this Code.

I. INTRODUCTION

McMaster University is committed to conducting its business affairs in a socially responsible and ethical manner consistent with its educational, research and service missions, and to protecting and preserving the global environment. McMaster University seeks to achieve its aims through a variety of means including this Code of Labour Practices, which is a statement of minimum standards with respect to labour practices. Suppliers, subcontractors, and licensees of McMaster University that fall within the scope of this Code are expected to comply with this Code.

A. Definitions

The term *Code* (or *The Code*) refers to this document in its entirety.

The term University shall apply to McMaster University and affiliated retail outlets.

The term *Licensee* shall include all persons or entities that have entered into an agreement with the University to manufacture items bearing the name, trademarks, and/or images of the University.

For purposes of this Code, the terms University Supplier or Supplier shall include Licensees and all

persons or entities, including suppliers, vendors, contractors, contributors, and manufacturers, that have entered into an agreement with the University to provide products or services to be used, sold or distributed by or on behalf of the University.

The term *Subcontractor* shall include all suppliers, vendors, contractors, subcontractors, and manufacturers that have not entered into a relationship with the University but provide services or produce products or components of products to be used, purchased, or distributed to or by University Suppliers, other subcontractors, or Licensees. *Services and production* shall include, but not be limited to, creation, assembly, packaging, shipping, and receiving.

The term Apparel refers to clothing, uniforms and footwear.

II. SCOPE OF APPLICATION

At present, this Code applies to McMaster Suppliers and Licensees involved in production, distribution, and/or sale of Apparel as well as Apparel and non-apparel products bearing the name, logo, image or trademark of the University. Additionally, this Code applies to all of the Subcontractors of these Suppliers and Licensees.

In the future, as the international and national capacity for monitoring expands beyond Apparel and licensed goods, McMaster University will reexamine this scope of application. This reexamination will include but not be limited to:

a) All suppliers entering into contracts with the University that have a value of greater than \$50,000 and a duration of longer than one year.

b) All donors giving goods and services (excluding monetary donations) to the University with a value of \$50,000 or greater. Donations of used goods by a person or supplier unrelated to the manufacturer are exempt.

In indicating their own compliance with the Code, suppliers accept responsibility for ensuring that all subcontractors in the supply chain are in compliance with the code. All suppliers are required to adhere to this Code, however, no supplier may represent that they have been certified as being in compliance with this Code. It is the intent of McMaster University to engage in constructive dialogue with suppliers to assist in their coming to compliance.

Where a product or service is essential to University activities or operations and cannot be obtained from a supplier in compliance with the Code (for example, only one supplier exists), exemptions will be granted on approval of the appropriate University authority as determined in consultation with the purchasing committee. Where a Supplier or Subcontractor operates at more than one manufacturing or production location (e.g., multiple factories for different product lines), those facilities NOT involved in the supply/production chain of services or products used, purchased, or licensed by the University are exempted from the Code. Consequently, the University's decision to enter into or maintain a contract with a supplier does not constitute an endorsement of labour conditions for the supply chain as a whole.

III. STANDARDS

The ILO Declaration on Fundamental Principles and Rights at Work¹¹ declares that all ILO members [175 member states/countries as of 2001] have an obligation arising from the very fact of

membership in the Organization to respect, promote, and realize the principles of conventions concerning commonly accepted fundamental labour rights, namely freedom of association and the effective recognition of the right to collective bargaining,^{12, 13} the elimination of all forms of forced or compulsory labour,^{14, 15} the effective abolition of child labour,^{16, 17} and the elimination of discrimination.^{18, 19} University Suppliers and Licensees shall agree to operate workplaces and contract to companies whose workplaces adhere to these fundamental rights as well as the specific standards and practices described below. The University prefers that University Suppliers and Subcontractors exceed this Code.

A. Legal Compliance

University Suppliers and Subcontractors shall comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of licensed articles and related to or involving the supply of goods and services to the university. Where there are differences or conflicts between the Code and the laws of the country(ies) of manufacture, the higher standards shall prevail.

B. Employment Standards

University Suppliers and Subcontractors shall comply with the following standards:

1. <u>Wages and Benefits</u>. University Suppliers and Subcontractors recognize that wages are essential to meeting employees' basic needs.

i. University Suppliers and Subcontractors shall pay employees wages and benefits that comply with, or better, all applicable laws and regulations, and which provide for essential needs and constitute a dignified living wage for workers and their families. In many countries a dignified living wage is often most effectively determined through free collective bargaining. In the absence of free collective bargaining, a living wage is calculated based on a *take home* or *net* wage, earned during a country's standard work week (excluding overtime), but not more than 48 hours. A living wage provides for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, child care, transportation, and savings) of an average family unit of employees in the relevant employment sector of the country divided by the average number of adult wage earners in the family unit of employees in the relevant employment sector of the country.

ii. Wages shall be paid in a timely manner (no more than one month after hours worked) directly to the employee in cash, cheque, electronic payment or the equivalent.

iii. All workers shall be provided 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.

iv. Deductions from wages as a disciplinary measure shall not be permitted, nor shall any deductions from wages not provided by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. v. 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.

2. Working Hours. Hourly and/or quota-based wage employees shall:

i. Not be required to work more than the lesser of (a) 48 hours per week or (b) the limits on regular hours allowed by the law of the country of manufacture, and

ii. Be entitled to at least one day off in every seven day period, as well as holidays and vacations.

3. Overtime

i. Except in cases of emergencies, all overtime hours shall be worked voluntarily by employees. Overtime hours shall not exceed 12 hours per week except in short-term unforseen emergencies.

ii. In addition to their compensation for regular hours of work, hourly and/or quotabased 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. Child Labour^{16, 17}

i. There shall be no new use of child labour and all current child labour shall be subject to Section III.B.4.ii. The term "child" means 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 ¹⁶), unless local laws stipulate a higher age for work or mandatory schooling, in which case the higher age shall apply.

ii. Subject to Section III.B4i, adequate transitional economic assistance, appropriate educational opportunities, 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.²⁰

iii. 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.

5. Forced Labour^{14,15}

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

ii. 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.⁷

6. <u>Health and Safety²¹</u>

i. 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.

ii. 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 International Labour Organization (ILO) ratified and adopted by the country in which the production facility is located. Exposure to chemicals and physical agents should 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 Worldwide²².

iii. 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.

iv. 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.

7. Nondiscrimination^{18, 19}

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.

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.

9. Collective Bargaining and Freedom of Association^{12, 13, 23}

i. University Suppliers and Subcontractors shall recognize and respect the right of employees to freedom of association, and the right of collective bargaining where not explicitly prohibited by national and local laws. Under such circumstances University Suppliers and Subcontractors shall recognize the union of the employees' choice.

ii. No employee shall be subject to harassment, intimidation or retaliation in his or her efforts to associate freely or bargain collectively.

iii. University Suppliers and Subcontractors shall allow union representatives free access to employees where sustained by local laws.

iv. 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.

v. 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 follows¹²:

<u>Article 2</u>: 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.

<u>Article 3</u>: 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.

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

10. Women's Rights 18,19, 24

i. 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.

ii. 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.

iii. Workers shall not be exposed to hazards, including glues and solvents that may endanger their safety, including their reproductive health.

iv. Workers shall not be forced or pressured to use contraception.

v. University Suppliers and Subcontractors shall provide appropriate services and

accommodation to women workers in connection with pregnancy.

vi. Work hours for pregnant and nursing women shall be planned so as to ensure adequate rest periods.

vii. Employment of a woman on work prejudicial to her health or that of her child should be prohibited during pregnancy and up to at least three months after childbirth and longer if the woman is nursing her child. Such work should 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 machines²⁵.

viii. A woman ordinarily employed at work that is prejudicial to health should be entitled without loss of wages to a transfer to another kind of work not harmful to her health. Such a right of transfer should 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.²⁵

11. Employment Relationship

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

ii. 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 home-worker and subcontracting 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.⁷

IV. COMPLIANCE AND DISCLOSURE

Compliance and Disclosure requirements apply to Suppliers falling under the Scope as outlined in Section II.

A. Compliance Requirements

In its negotiations with each University Supplier, McMaster University shall endeavour to ensure that the terms of the agreement are sufficient to allow for Supplier compliance with the Code. The University Supplier shall submit a completed confirmation of compliance form in order for the University to consider entering a relationship with that supplier. Furthermore, the University Supplier shall ensure that its Subcontractors comply with this Code by having each Subcontractor complete this form as well. Before commencement of any contract or agreement with the University, suppliers and Subcontractors in each supply chain are required to be in full compliance with the Code, except as detailed below for payment of a living wage, education/transitional assistance for under-age workers, monitoring and control of chemical exposure, and completion of health and safety training for all workers. For exceptions in these areas to be allowed, filing of action plans and achievement of compliance within the strict time frames, as outlined below, are required.

Allowable exceptions to the Employment Standards provisions of the Code (Section III.B) for the initial contract period are as follows:

1. <u>Dignified Living Wage</u>. 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 (defined in Section III.B.1.i). These policies and procedures shall be documented, maintained, and effectively communicated to all personnel covered by the code and to other interested parties. University Suppliers and Subcontractors shall comply with the living wage provisions of the Code (see Sections III B.1.i; III B.1.v) and submit a report to the University demonstrating this compliance within 12 months of the commencement of the contract.

2. <u>Child Labour</u>. Hiring of new child workers, as defined in Section III.B.4.i, is not allowed. Currently employed child workers shall be kept employed and be given access to education and transitional economic assistance, as outlined in Section III.B.4.ii. 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 Section III.B.4.ii within twelve months of the commencement of the contract and shall provide a report to the University demonstrating compliance by the end of the twelve-month period. In cases where full compliance is deemed to be temporarily unfeasible, University Suppliers and relevant Subcontractors are expected to provide a detailed action plan and to report every six months on their progress toward full compliance. In these latter cases, University Suppliers and relevant Subcontractors shall have a maximum of twenty four months from the commencement of the contract to achieve full compliance with Section III.B.4.ii.

3. <u>Health and Safety</u>. 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 Section III.B.6.ii, Suppliers and Subcontractors have six 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 III.B.6.ii, the six-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 months indicating the progress toward compliance. Every reasonable effort shall be made to achieve compliance. The University reserves the right to determine what is a reasonable effort to reach compliance.

With respect to Section III.B.6.iv (Health and Safety training for workers), University Suppliers and Subcontractors have six months to achieve compliance.

B. Disclosure

McMaster University believes that members of the McMaster community and consumers of McMaster University products and services should know whether products and services are manufactured (supplied) in compliance with the Code. McMaster University therefore requests that University Suppliers and Subcontractors provide full disclosure as expeditiously as possible under existing contracts and as a condition of future contracts. Information based on this disclosure, particularly factory/facility locations, will be publicly accessible.

Please note, as indicated in Section II (Scope), that only facilities of Suppliers and Subcontractors involved in manufacture, production, packaging, distribution, or sale of products or services (including finished products and components at all stages of manufacture or assembly) purchased or licensed by the University are covered by the code and that information on other subcontractors or other locations/facilities of subcontractors not connected to this supply chain is not required.

Upon entering into a relationship or renewing a relationship with the University, the University Supplier shall provide the following to McMaster University and/or its designated representative:

1. Confirmation of compliance for the University Supplier's own facilities that manufacture, produce, distribute, or sell products or services purchased or licensed 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 (including Licensees). 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, telephone number(s), email address, nature of the business association (for example, factory, distributor, subsidiary), and products or services involved (only those of relevance to the University's purchases/contracts/licencing agreements are required). Additional information on labour standards of factories/facilities may be requested.

2. Written confirmation that all Subcontractors in the supply chains for products or services supplied to the University through the University Supplier or licenced by the University are in compliance with The Code. Confirmation-related information collected by the University Supplier from their Suppliers/Subcontractors shall be made available to McMaster University or its agents 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 under Section IVA.

3. 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. McMaster University reserves the right to refuse renewal of contracts and licensing agreements when it is deemed that compliance is not possible in the country of operation.

The University Supplier is responsible for notifying the University and/or its designated representative of any changes in the foregoing information within 60 days.

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.

C. Principles of Implementation

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 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.

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.

V. VERIFICATION AND REMEDIATION

A. Verification

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. McMaster University shall become an affiliate of the Worker Rights Consortium to facilitate monitoring and verification of University Supplier and Subcontractor compliance with this Code of Conduct. It is recognized that clearly defined methods of internal monitoring, training, and independent external monitoring have not yet been determined by McMaster University and its suppliers. The University and University Suppliers will agree to undertake efforts to determine and clearly define the obligations associated with the development of adequate training and monitoring methods.

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. The University, therefore, will join appropriate associations, consortia, or other groups that will work to ensure compliance through independent monitoring of Suppliers and Subcontractors. McMaster University will participate in the methods developed and agreed to by various independent organizations, provided that the selected organization has made a demonstrable commitment to independent external monitoring.

In this process, McMaster University 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 of Conduct. This would normally include creating and maintaining a database of information needed for monitoring, and making information regarding compliance freely available, and affiliating with external impartial and independent monitoring agencies to facilitate periodic unannounced visits.

In this process McMaster'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 McMaster 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.

B. Remediation

If McMaster University determines that any University Supplier or Subcontractor is not in compliance with any part of this Code, the University may require that the University 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. When a Subcontractor or work site is found to be in violation, the University Supplier will work to correct the situation rather than terminate the relationship. 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.

The University shall join in appropriate research studies with sister institutions and governmental entities and international groups and organizations to determine guidelines that could create appropriate wage standards. Through these studies and in consultation with the Code of Labour Practices Advisory Committee, the University will work to identify wage levels for workers, employed by our Suppliers and Subcontractors, that are consistent with a living wage, human rights embodied in the Code, and our University values.

C. Code of Labour Practices Advisory Committee

McMaster University shall establish a Code of Labour Practices Advisory Committee with balanced representation by students, administration, and non-administrative staff, composed of, but not limited to:

- · Associate Vice-President (Student Affairs) or designate;
- · Athletics and Recreation representative;
- · Hospitality Services representative;
- · Titles Bookstore representative;
- · University Purchasing representative;
- · McMaster University Faculty Association representative;
- · McMaster University Staff Association representative;
- · Graduate Students Association representative;
- · McMaster Association of Part-time Students representative;
- · McMaster Students Union representative;
- · CUPE Local 3906 representative; and
- · Ontario Public Interest Research Group- McMaster representative.

Representatives will be appointed by their respective organizations. This advisory committee shall be mandated to:

1. Advise 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;

2. Sponsor forums, studies, or other educational or informational efforts related to labour practices;

3. Endeavour to establish an Inter-University Consortium on Codes of Conduct for University Suppliers, Licensees and their Subcontractors;

4. Submit an annual report to McMaster University. University departments shall inform the Advisory Committee, in writing, of any problems associated with the administration of the Code as they arise.

5. Advise University administrators on issues related to the Fair Trade Purchasing Policy (see *Fair Trade Purchasing Policy for University Suppliers and Retailers*).

REFERENCES

1. Worker Rights Consortium (WRC), Washington, DC, USA. http://www.workersrights.org/

2. Students Against Sweatshops Canada (SAS-C) Base Code of Conduct for University Apparel Suppliers and Trademark Licensees, March, 2000.

3. International Labour Organization (ILO), Geneva. ILO Conventions are available from their website: http://www.ilo.org/public/english/standards/

4. McMaster Ad Hoc Code of Labour Practices Development Committee (Anti-sweatshop Committee), initiated by Dr Peter George, McMaster University President, June 2000.

5. International Confederation of Free Trade Unions (ICFTU) Basic Code of Labour Practice, Brussels, December 1997. http://www.icftu.org/

6. Clean Clothes Campaign (CCC). Code of Labour Practices for the Apparel Industry Including Sportswear, Netherlands. http://www.cleanclothes.org/

7. Ethical Trading Initiative (ETI) Base Code, London, UK. http://www.ethicaltrade.org/

8. Ethical Trading Action Group (ETAG) Proposal for a Canadian Base Code of Labour Practice, November 1999. c/o Maquila Solidarity Network (MSN), Toronto, Ontario. http://www.maquilasolidarity.org/

9. Fair Labor Association (FLA) Workplace Code of Conduct, Washington, DC, USA. http://www.fairlabor.org/

10. Social Accountability International (SAI) (formerly SA8000), Council on Economic Priorities Accreditation Agency (CEPAA), New York, NY, USA. http://www.cepaa.org/

11. ILO Declaration on Fundamental Principles and Rights at Work, 86th Session Geneva, June 1998.

12. ILO Convention No. 87. Freedom of Association and Protection of the Right to Organize Convention, 1948.

- 13. ILO Convention No. 98. Right to Organize and Collective Bargaining Convention, 1949.
- 14. ILO Convention No. 29. Forced Labour Convention, 1930.
- 15. ILO Convention No. 105. Abolition of Forced Labour Convention, 1957.
- 16. ILO Convention No 138. Minimum Age Convention, 1973.
- 17. ILO Convention No. 182. Worst Forms of Child Labour Convention, 1999.
- 18. ILO Convention No. 111. Discrimination (Employment and Occupation Convention, 1958.
- 19. ILO Convention No. 100. Equal Remuneration Convention, 1951.
- 20. ILO Recommendation 146. Minimum Age Recommendation, 1973.
- 21. ILO Occupational Safety and Health Convention No. 155 and Recommendation 164, 1981.
- 22. American Conference of Governmental Industrial Hygienists (ACGIH), Cincinnati, Ohio, USA.
- 23. ILO Convention 135. Workers' Representatives Convention, 1971.
- 24. ILO Convention 103 (revised as 183). Maternity Protection Convention, 1952 (revised 2000).
- 25. ILO Recommendation 95 (revised as 191). Maternity Protection Recommendation, 1953

26. Core or fundamental ILO conventions have been identified by the ILO's Governing Body as fundamental to the rights of human beings at work, to be implemented and ratified by all member states of the organization. Fundamental ILO conventions include: freedom of association (Conventions 87, 98); abolition of forced labour (Conventions 29, 105); non-discrimination (Convention 111); equal remuneration (Convention 100); and the elimination of child labour (Conventions 138, 182).