



Policy Manual – Finance

F.P.03 Sweatshop Free Purchasing of Uniform Apparel Policy

The mission of Catholic Education in Hamilton-Wentworth, in union with our Bishop, is to enable all learners to realize the fullness of humanity of which Our Lord Jesus Christ is the model.

Policy Statement

In keeping with its commitment to reflect Gospel values and abide by the Social Teaching of the Church and its own Mission and Vision Statement, the Hamilton-Wentworth Catholic District School Board is committed to promote, advance and protect the just cause of the poor and the marginalized and would apply this stated principle to the Board's/School's business relationships with suppliers of school uniforms, physical education uniforms and school "spirit wear".

Purpose

1. This policy recognizes the Board's responsibility to promote adherence to accepted international standards, local laws and labour practices in the manufacturing and supply of school and physical education uniforms.
2. In keeping with this premise, the Board will make available to schools the names of suppliers who have agreed to comply with the Board's policy. **Suppliers will be identified through an open procurement method: Request for Supplier Prequalification issued by the Board's Purchasing Department.**
3. Prior to the signing of any contract/license agreement, suppliers shall publicly disclose to the Board, the names, addresses, email, faxes and other details relating to the sites/factories where the apparel is produced and to provide the same information when new sites/factories are used for the production of the apparel. This information is to be provided on the Board's prescribed disclosure forms.
4. The Board will ensure that the disclosed information will be provided to a reputable and responsible monitoring organization for the purposes of receiving complaints, investigating a complaint and/or for carrying out external verifications.
5. Companies/suppliers of school and physical education uniforms wishing to conduct business with either the Board or the schools will be required to:
 - a) provide assurances that the uniforms are not produced in sweatshops but are manufactured under safe, just and healthy conditions and/or that they will not contract or deal with manufacturers who may be reputed for their sweatshop practices;
 - b) disclose all names/locations of the factories/sites where the apparel is produced;
 - c) confirm that uniforms, at a minimum, are manufactured in accordance with the standards detailed in the Safe, Just and Health Employment Standards;
 - d) suppliers and subcontractors in Canada shall be required to comply with local and/or federal labour laws (in addition to the international labour standards of the International Labour Organization (I.L.O.) and only those suppliers or subcontractors abroad should be required to maintain both local and international labour standards of the I.L.O.

- e) agree to conduct their own monitoring of their manufacturing/contractors' sites and publicly report these results to the Board on an annual basis.
- f) in the completion of a purchase or exclusive license agreement, agree to include the following declaration:

"The supplier 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 provisions of the Board's policy, attached hereto as Schedule A" and forming part of this agreement. Breach of any provision of the Board policy, or failure to reasonably satisfy the School that the suppliers continually adhere to the policy during the term of this agreement (or any extended term) will entitle the School, 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 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."
- 6. In the event of non-compliance, the Board and the school Principal shall send a letter to the supplier/licensee directing them to rectify the concerns within a period of 6 months from the review date. If the supplier/licensee fails and/or refuses to rectify the concerns to the satisfaction of the Board's designate, the Board or school Principal shall terminate the contract.
- 7. 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.
- 8. The Board will endeavour to develop a method of verifying that its licensees or suppliers are upholding the standards and requirements set out in this policy and in so saying will attempt to work with other Catholic Boards to seek the services, to the degree that they are available, of reputable and responsible organization(s) to enable the smooth implementation of the Sweatshop Free Policy and to provide external verification.

Responsibility

Associate Director of Corporate Services, Finance Department, Superintendent of Education of Religion, Family Life and Faith Formation, Principals

Policy Review Date

BM Original Policy Approved 17 December 2002

Revisions: 15 February 2005, 05 June 2007, 04 June 2012, 06 May 2014, 06 October 2020

To be reviewed every three years