

AMS Ethical and Sustainable Purchasing Policy

Revised: July 20, 2005

I) Preamble

The Alma Mater Society (AMS) of the University of British Columbia is committed to conducting business with suppliers, licensees, sponsors, and contractors that respect, promote and abide by fair labour and sustainable operating practices. The AMS is committed to informing suppliers, licensees, sponsors, and contractors on the importance of just labour and sustainable practices and working with them towards compliance with this policy.

The AMS has established this policy as a framework of principles and guidelines to be observed by the Society's own businesses and services. Once in effect, compliance with this policy will be a condition of supplying products and services to, and sponsoring through, the Society. Companies providing products, services and sponsorship will require all their suppliers, licensees, and contractors involved in the manufacture or farming of products, provision of services, and sponsoring events or departments for and through the AMS to observe the standards of this policy. The AMS intends to co-operate with students and other organizations in monitoring working conditions, collecting information, and collectively negotiating with suppliers, licensees, sponsors, and contractors to ensure the provisions of this Code are enacted. Effective implementation of this policy is a long-term process that will take commitment on the part of students, suppliers, licensees, sponsors, contractors, and all AMS staff.

II) Definitions

For the purpose of this policy:

The term 'Product' means any manufactured or farmed product that is supplied to the Society or any of its food or retail outlets and includes the provision of services and / or sponsorship arrangements with the Society.

The term 'Supplier' means any individual or company that supplies or sells the aforementioned Product or Service and those individuals or companies that assume the role of sponsor to the AMS, be it exclusive or non-exclusive in nature.

The term 'Licensee' means any individual or company that has entered into an agreement with the Society to manufacture items bearing the name and/or logo of the Society.

The term 'Contractor' means any contractor, subcontractor or vendor that produces a Product for a Supplier or provides a service to the supplier or the Society.

The term 'Employer' means any individual or company that employs one or more workers in the creation, assembly or packaging of a product or the provision of a service.

III) Guidelines

All suppliers must operate workplaces, and ensure that all Employers including contractors, subcontractors, vendors or manufacturers operate workplaces, that adhere to the following minimum guidelines and practices as established by the International Labour Organization, the United Nations (UN) Universal Declaration of Human Rights and the UN Convention on the Rights of the Child, the B.C, Human Rights Code and the Canadian Charter of Rights and Freedoms.

Legal Compliance: Employers shall comply, at a minimum, with all applicable legal requirements of the country in which products are manufactured or services are provided. Where this policy and the applicable laws of the country of manufacture differ, the standard that provides the greater right, benefit or protection shall apply.

Wages and Benefits: Employers must provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits.

Working Hours: Except in extraordinary circumstances, employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture; and (ii) be entitled to at least one day off in every 7-day period.

Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in that country, but not less than at a rate equal to their regular hourly compensation rate.

Child Labour: No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Employers agree to work with governmental, human rights, and non-governmental organizations, as determined by the AMS and licensee, to minimize the negative impact on any child released from employment as a result of the enforcement of this Code, including the opportunity for adult family members to assume the child's position in order to maintain family earnings.

Forced Labour: There shall not be any use of forced labour, whether in the form of prison labour, indentured labour, bonded labour or otherwise.

Health and Safety: Employers must provide workers with a safe and healthy work environment and must, at a minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they must be safe and healthy facilities.

Non-discrimination: No employee shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of those provisions contained in the B.C Human Rights Code and the Canadian Charter of Rights and Freedoms, including gender, colour, race, ancestry, religion, age, physical or mental disability, marital status, family status, sexual orientation, place of origin, political belief or affiliation, caste, union membership, or a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, as well as those international guidelines as articulated in III (Guidelines) above. The pregnancy of an employee shall not be used as a basis for disciplinary treatment or termination of employment. Employees will be permitted to take maternity leave without facing the threat of dismissal, loss of seniority or deduction in wages, and shall be able to return to their former employment at the same rate of pay and benefits. No employee or prospective employee shall be subjected to involuntary use of contraceptives or pregnancy testing.

Harassment or Abuse: Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

Freedom of Association: Employers shall recognize and respect the right of employees to freedom of association and collective bargaining with bargaining representatives of their own choice. No employee shall be subject to harassment, intimidation or retaliation as a result of his or her efforts to freely associate or bargain collectively.

- In addition to abiding by fair labour practices, all suppliers to AMS food outlets will be encouraged to adhere to the following sustainable operating guidelines:
 - Suppliers will ensure that all plastic containers used for the purposes of storing and shipping food products are made of recyclable materials that are fully returnable.
 - Suppliers will provide a written disclosure of their internal waste management policies and practices.
 - Suppliers will comply with all applicable environmental laws.
 - Suppliers will strive to provide products from locally owned and operated businesses when and where there is a choice between local and non-local distributors, and when the cost differential between the two does not significantly impact the price of supplying the products.
 - At the discretion of senior management, the AMS will work towards implementing additional sustainable business practices including, but not limited to, purchasing locally grown and/or organic products, buying direct from farmers, favouring companies that minimize the use of pesticides, and purchasing humanely treated animal products.

IV) Implementation

- All new contracts with suppliers, licensees, sponsors, and contractors will include an explicit statement of endorsement of the policy stating that the suppliers, licensees and contractors will comply with the policy.
- All new contracts with suppliers, licensees, sponsors, and contractors will include an explicit statement that failure to comply with the policy may result in the termination of a contract. The termination of a contract will occur following the failure of a supplier, licensee or contractor to take corrective action in the event of a policy violation, and only following the due process measures observed in the remediation clauses.
- The company names, owners, and/or offices, addresses, contact information and nature of the business association, including steps performed in the manufacturing process, of all suppliers, licensees, contractors, and manufacturing plants which are involved in the manufacturing process of products for the Society or of products produced by a sponsor even if those products are not purchased by the Society, shall be made publicly available.
- Prior to the date of an annual renewal of a contract, the supplier, licensee, sponsor, and contractor shall be required to submit an annual compliance report to the Society. The report shall include information discussed in the preceding clause on public disclosure and a summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing the policy at each site. The contents of the compliance reports shall be considered public information.
- Suppliers with existing contracts with the Society will be encouraged to comply with the requirements of the policy and implementation of the policy will be required upon renewal of a contract.

- Compliance with the policy will be effective immediately on all new contracts.

V) Verification

- All suppliers, licensees, sponsors, and contractors shall accept the principle that the implementation of this policy shall be assessed through monitoring and independent third-party verification.
- It will be the responsibility of each AMS retail and food outlet manager and the designated sponsorship coordinator to monitor its suppliers, licensees, sponsors, and contractors compliance with the policy. To assist in verifying and monitoring compliance with the policy's principles and guidelines, the Society shall become a paying member of a third party monitoring and verification organization, which is capable of independently researching existing and potential suppliers.
- Employees and interested third parties shall be provided with a confidential means to report failure to observe the policy guidelines and shall be otherwise protected in this respect.
- The Society shall undertake efforts to further determine and clearly define additional monitoring and verification methods.
- The Society reserves the right to examine the practices, activities, and work sites of their suppliers, licensees, sponsors, and contractors when such examination is previously announced.

VI) Remediation

- In the event that a supplier, licensee, sponsor, or contractor violates one or more requirements of the policy, the Society will actively consult with the supplier, licensee, sponsor, or contractor to examine the issues and determine the appropriate measures to be taken.
- Remedial actions for labour violations will include, at minimum, requiring the supplier, licensee, sponsor, or contractor to correct any violations including, but not limited to, reinstating any worker whose employment was terminated in violation of the policy.
- If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the Society and the supplier, licensee, sponsor, or contractor will implement a corrective action plan on terms acceptable to the Society.
- The Society reserves the right to terminate its relationship with any supplier, licensee, sponsor, or contractor which continues to conduct its business in violation of the corrective action plan, in accordance with the terms set forth in the policy. However, termination of any relationship will only occur when serious breaches of the policy persist and when the supplier, licensee, sponsor, or contractor is unwilling to remedy any discovered violations after all parties have negotiated and agreed upon a corrective action plan.