

## **Attachment A: Supplier Code of Conduct**

### **1. Application**

- 1.1. The provisions of this Supplier Code of Conduct set forth the Halifax Regional Municipality's expectations for all suppliers and their subcontractors with whom the Municipality does business.
- 1.2. Suppliers and their subcontractors shall comply with all provisions of the Supplier Code of Conduct and with relevant laws and regulations in the jurisdiction(s) where the Supplier operates with respect to manufacturing of goods, development and protection of intellectual property rights, delivery of services and construction, and ethical business practices. This includes but is not limited to those laws relating to working conditions, human rights, health and safety, and the environment. Where applicable laws and this Supplier Code of Conduct address the same issue, the standard that is most stringent will apply.
- 1.3. The purpose of compliance with this Supplier Code of Conduct is to ensure that all suppliers and their subcontractors, regardless of their place of operation, adhere to a consistent set of minimum performance standards related to social responsibility, environmental standards, ethics, human rights and fair workplace practices.

### **2. Child Labour**

- 2.1. The supplier and its subcontractors must commit to a zero-tolerance policy toward the use of child labour in any stage of manufacturing. The term "child" refers to any person under the age of 15 (or 14 where the law of the country of manufacture allows). Workers under the age of 18 must not perform work that is likely to jeopardize the workers' physical or mental health and/or safety. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is permitted.

### **3. Forced Labour**

- 3.1. Suppliers and their subcontractors will not:
  - a) Use forced, illegal or involuntary prison labour, including indentured or bonded labour, or any form of compulsory labour in the production of goods or services.
  - b) Require workers to lodge deposits or their identity papers as a condition of employment, or financially penalize workers for resigning.
  - c) Require any foreign contract worker to remain in employment for any period of time against his or her will or burden workers with any required agency recruitment commissions.

### **4. Equity and Non-discrimination**

- 4.1. The supplier and its subcontractors must encourage diversity among its employees. Neither the supplier nor its directors, officers, or employees will engage in discrimination based on race, religious beliefs, colour, gender, gender identity, gender expression, physical or mental disability, ancestry, marital status, family status, source of income, age, place of origin, and sexual orientation in hiring and employment practices such as promotions, rewards, and access to training. In addition, workers or potential workers should not be subjected to medical tests that could be unlawfully used in a discriminatory way.
- 4.2. Suppliers and their subcontractors will not interfere with the exercise of the rights of personnel to observe tenets or practices, or to meet needs relating to race, caste, national origin, religion, disability, gender, sexual orientation, union membership or political affiliation.

4.3. Suppliers and their subcontractors will not allow behavior including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

## **5. Disciplinary Practices**

5.1. Suppliers and their subcontractors must ensure its employees are treated with respect and dignity and that disciplinary policies and procedures are clearly defined and communicated to employees. The supplier and its subcontractors must ensure that its employees are not subject to inappropriate treatment, including any personal or sexual harassment, nor to the threat of any such treatment.

## **6. Hours of Work**

6.1. Suppliers and their subcontractors will comply with all employment standards and related law and legislation in the jurisdiction(s) of production or services with respect to hours of work, overtime hours and overtime pay.

## **7. Wages**

7.1. Suppliers and their subcontractors will at a minimum meet legislated minimum wage rates and comply with all employment standards and related law, legislation and applicable collective agreements in the jurisdiction(s) of production or services with respect to compensation, including wages and benefits.

7.2. Recognizing that wages are essential to meeting workers' basic needs, all Municipality suppliers and their subcontractors will make every effort to ensure that workers receive wages that exceed legislated minimums that meet basic needs by local standards

## **8. Living Wage Requirement**

8.1. In addition to the above Wage requirements, for any service contracts exceeding \$250,000 performing operational duties within Municipally owned and operated buildings, parks, playgrounds and parking lots, the supplier and their subcontractors will pay employees who are working on Municipal contracts at minimum the living wage. For the purposes of this paragraph, the "living wage" is the living wage defined, calculated and published annually by Living Wage Canada.

8.2. For greater clarity, the Living Wage Requirement shall apply to the following contracts;

- the estimated annual value of the Contract is greater than \$250,000;
- the services are to be performed on properties owned by or leased to the City, including all streets, sidewalks and other public rights of way; and
- the services are provided on a regular, ongoing basis and
- the contractor is expected to perform the services for greater than 120 hours per year of the Contract,

8.3. For greater clarity, the Living Wage requirement shall exclude:

- students, interns and practicum placements for summer projects, etc. (as long as no more than 10% of total staff);
- workers providing fewer than 120 hours of service per year;
- ad hoc contract work (for example emergency or non-recurring repairs or maintenance where no standing contracts are in place);
- volunteers; employees of organizations (for profit or not-for-profit) that lease property from the City;
- social enterprise (as long as no more than 10% of employer's total procurement); and
- where these requirements are in conflict with collective agreements between the supplier and its employees.

## **9. Freedom of Association and Collective Bargaining**

- 9.1. The supplier and its subcontractors must work directly with employees to find solutions to any outstanding legal and employment issues while at all times respecting worker rights to obtain representation, join labour unions, and bargain collectively. Workers must be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation or harassment

## **10. Health and Safety**

- 10.1. Suppliers and their subcontractors will meet or exceed the requirements of all occupational health and safety codes and related law and regulations in the jurisdiction(s) of production or where the services are being performed. At minimum suppliers and their sub-contractors shall:
  - a) Provide a safe and healthy working environment and take adequate steps 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;
  - b) Appoint a representative responsible for the health and safety of all personnel, and accountable for the implementation of the Health and Safety elements identified in this Code of Conduct;
  - c) Ensure that all personnel receive regular and recorded health and safety training (in a language understood by the worker) and that such training is repeated for new and reassigned personnel;
  - d) Establish systems to detect, avoid or respond to potential threats to the health and safety of all personnel;
  - e) Provide for use by all personnel, clean bathrooms, access to potable water and, if appropriate, sanitary facilities for food storage.

## **11. Supplier Diversity**

- 11.1. HRM is committed to respecting diversity and inclusion, and this is extended to our suppliers. We encourage suppliers from marginalized groups including women-owned businesses, suppliers owned or staffed by members of vulnerable, marginalized, minority or underrepresented social groups as HRM suppliers and subcontractors.

## **12. Environmental Stewardship**

- 12.1. Suppliers and their subcontractors should seek to conduct their businesses in an environmentally responsible way, offering or using environmentally responsible products and services to the extent available, all with the goal of assisting in the reduction of any negative impact on our environment.
- 12.2. Suppliers and their subcontractors are encouraged to track and mitigate their greenhouse gas (“GHG”) emissions, which may include establishing GHG emissions reduction targets, undertaking projects focused on operational efficiencies and technological improvements, and offering low-carbon products and services to HRM
- 12.3. Suppliers and their subcontractors are encouraged to undertake initiatives to promote greater environmental responsibility, such as implementing policies and programs relating to reducing water, waste, energy and paper consumption.

- 12.4. Suppliers and their subcontractors are encouraged to incorporate climate change risk assessment into their risk management procedures.

### **13. Conflicts of interest or unfair advantage.**

- 13.1. Suppliers must declare and fully disclose any actual or potential conflict of interest or unfair advantage related to the preparation of their bid or where the supplier foresees an actual or potential conflict of interest in the performance of the contract. Such potential conflicts of interest or unfair advantages include, but are not limited to:
- a) Engaging current or former Municipal employees to take any part in the preparation of the bid or the performance of the contract if awarded, any time within two (2) years of such persons having left the employ of the Municipality;
  - b) Engaging any family members, friends or private business associates of any Municipal employee which may have, or appear to have, any influence on the procurement process, or subsequent performance of the contract;
  - c) Prior access to confidential Municipally-owned information by the supplier, or affiliated persons, that is materially related to the solicitation and that was not readily accessible to other prospective suppliers; or
  - d) The supplier or its affiliated persons are indebted to or engaged in ongoing or proposed litigation with the Municipality in relation to a previous contract

### **14. Confidential Information**

Suppliers and their subcontractors may, by virtue of their dealings with Municipality, come into contact with confidential information in respect to the Municipality, including its business partners, citizens and employees. Suppliers and their subcontractors must comply with all legal and contractual restrictions with respect to the handling of confidential information and where required must have appropriate policies and procedures in place to comply with applicable laws and regulatory requirements regarding the management of confidential information (such as information barriers or “ethical walls”) and must prevent inappropriate access or disclosure of confidential information.

### **15. Publicity**

Suppliers and their subcontractors must not make any promotional statements (whether on company websites or via social media or otherwise), issue any media releases or distribute any marketing materials referencing the Municipality or Municipal trademarks or logos, unless the Municipality has approved each proposed use in advance, or such use is expressly permitted in an existing agreement with the Municipality.

### **16. Ethical Standards**

Suppliers and their subcontractors must comply with high ethical standards in doing business, including but not limited to the following:

- a) Refrain from exerting pressure of any kind on or offering money or gifts to employees, officials or directors of any entity sourcing goods, services, intellectual property rights, or construction, whether through a competitive or non-competitive sourcing process, in order to gain an advantage of any kind over other participants or potential participants in the sourcing process;
- b) Comply with all applicable domestic and international laws;

- c) Abide by any standards, rules, and codes of conduct set out by any bodies which govern the supplier;
- d) Without limiting the foregoing, refrain from engaging in any reviewable conduct or offences under the Competition Act;
- e) Refrain from knowingly providing inaccurate or misleading information in response to any kind of invitation to submit a bid or proposal;
- f) Refrain from intimidating or attempting to intimidate any other participants or potential participants in any competitive or non-competitive sourcing process;
- g) Refrain from engaging in questionable or unethical financial practices;
- h) Refrain from engaging in any deceptive marketing practices;
- i) Refrain from engaging or attempting to engage in any other corrupt or otherwise unethical business practices;

## **17. Implementation and Compliance**

- 17.1. The Municipality expects all its suppliers to comply with the Supplier Code of Conduct and to actively do their best to exceed the Municipality's standards. The Municipality will work with its suppliers to improve performance where necessary.
- 17.2. The Municipality's suppliers and their subcontractors have an obligation to inform their employees about the Supplier Code of Conduct and appropriate avenues of complaint. This Code of Conduct shall be communicated to all employees and posted in both English and the local language of the employees, in an area accessible to all employees.
- 17.3. The Municipality reserves the right to require suppliers to provide details on factory and production facility locations.
- 17.4. The Municipality reserves the right to ask for proof of compliance with all applicable labour, health, safety and environmental laws, and may inspect work locations at any time (or request independent verification of compliance). Suppliers must maintain current and sufficiently detailed records to substantiate their compliance with the Supplier Code of Conduct and the Municipality may ask that they are independently verified at the supplier's expense.
- 17.5. On-going or unresolved non-compliance with the Supplier Code of Conduct may be considered as grounds for termination and/or disqualification per the provisions included in Halifax Regional Municipality 2020-04-ADM, The Procurement Administrative Order.