



## **BCAA SUPPLIER CODE OF CONDUCT**

BCAA is committed to upholding the highest standards of ethics and integrity in conducting our business and expect the same of our suppliers. BCAA's Supplier Code of Conduct (SCC) sets out our expectations for all suppliers that supply goods and services to BCAA and any of its affiliates. We expect all suppliers and their subcontractors to comply with this SCC, which may be updated from time to time. Suppliers are responsible for ensuring subcontractors are compliant with this SCC. Failure of a supplier or its subcontractor to comply with this SCC may result in the termination of BCAA's relationship with the supplier.

### **1. Ethics**

BCAA suppliers and their sub-contractors:

- will commit to the highest standards of ethical conduct when dealing with workers, suppliers, and customers.
- will not engage in corruption, extortion, or embezzlement in any form (violations of this prohibition may result in immediate termination as BCAA supplier).
- will not engage in any form of forced labour or child labour (violations of this prohibition may result in immediate termination as BCAA supplier).
- will disclose information regarding its business activities, structure, financial situation, and performance in accordance with applicable laws and regulations and prevailing industry practices.
- will not offer or accept bribes or other means of obtaining undue or improper advantage.
- will uphold fair business standards in advertising, sales, and competition.
- will be encouraged to engage the community to help foster social and economic development and to contribute to the sustainability of the communities in which they operate.

### **2. Legal**

BCAA suppliers and their sub-contractors will comply with:

- all contract provisions and legal requirements under local, regional, and national laws.
- regulations of the countries in which the suppliers and sub-contractors are doing business.
- national and other applicable law of the country of manufacture of products including those related to labour, worker health and safety, and the environment.
- applicable customs importing laws, and in particular, will establish and maintain programs and documentation to support country-of-origin production verification, to prevent illegal transshipping of merchandise.

### **3. Child Labour**

BCCA suppliers and their sub-contractors:

- will not hire people under the age of 15, (or 14 where the International Labour Organization (ILO) exemption for developing countries allows) unless local minimum age law stipulates a

higher age for work or mandatory schooling, in which case the higher age would apply, as defined by the ILO.

- where local laws do not exist or where they set lower standards than the ILO, the ILO standards shall prevail.
- where a child worker must be displaced, they need to be provided with viable alternatives. These measures often include enrolling the children in schools and offering income-generating alternatives for the parents or above-working age members of the family.
- Will not expose children or young workers to any situations in or outside the workplace that are hazardous or unsafe to their physical or mental health and development.

#### **4. Forced Labour**

BCAA suppliers and their sub-contractors will not:

- use forced, illegal, or prison labour, including indentured or bonded labour, or any form of compulsory labour to manufacture our products or tolerate the use of such forced, illegal, or prison labour by their sub-contractors.

#### **5. Disciplinary Practices**

BCAA suppliers and their sub-contractors will:

- treat workers with respect and dignity. No employee shall be subject to any form of physical, sexual, psychological, or verbal harassment or abuse.
- ensure workers are free to express their concerns about workplace conditions without fear of retribution of losing their jobs. Workers should have access to a formal avenue to express concerns directly to factory management or BCAA representatives.

#### **6. Freedom of Association**

BCAA suppliers and their sub-contractors will:

- recognize and respect that workers, without distinction, have the right to form or join trade unions of their own choosing and to bargain collectively.
- where the right of freedom of association and collective bargaining is restricted under law, the supplier facilitates and does not hinder the development of parallel means for independent, free association and bargaining.
- ensure that workers representatives are not discriminated against and have reasonable access to carry out their representative functions in the workplace.

#### **7. Wages and Benefits**

BCAA suppliers and their sub-contractors will:

- recognize that wages are essential to meeting employees' basic needs.
- pay employees, as a minimum, at least the minimum wage required by local law or the prevailing industry wages, whichever is higher, and shall provide legally mandated benefits.

- pay workers directly and provide workers with clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand.
- compensate workers for overtime hours (if applicable) at the premium rate required by applicable laws and regulations.
- not use deductions from wages as a disciplinary measure.
- pay workers in a timely manner, and the basis on which workers are being paid must be clearly conveyed to them in a timely manner.

## **8. Hours of Work**

BCAA suppliers and their sub-contractors will:

- Adhere to the British Columbia *Employment Standards Act* and regulations including each of the following sections:
  - Hours free from work - (Section 36)
  - Agreements to average hours of work – (Section 37)
  - Overtime wages for employees not working under an averaging agreement – (Section 40)

## **9. Discrimination**

BCAA suppliers and their sub-contractors will:

- consider employees for positions on the basis of their qualifications and abilities. BCAA will not work with suppliers who discriminate on the basis of race, gender, political or religious beliefs, social, ethnic or national origin, marital status, age, union affiliation, sexual orientation, or disability.
- ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their condition.

## **10. Health and Safety**

BCAA suppliers and their sub-contractors will:

- provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.
- provide with health and safety training appropriate for their industry.
- ensure that any living facilities provided for personnel are safe and clean and meet the basic needs of personnel.
- identify, evaluate, and control exposure to chemical, biological, and physical agents and provide workers with the appropriate personal protective equipment when required.

## **11. Environmental Commitment**

BCAA suppliers and their sub-contractors will:

- ensure all waste materials, as a by-product of production, are disposed properly in an environmentally responsible manner, and according to the local and international laws and regulations.
- seek out leading industry practices aimed at conserving natural resources and reducing carbon emissions.
- commit to packaging standards that reduce the amount of materials used, or have a recycled content with a minimum of 30% post-consumer waste content and take back any excess or non-compliant packaging related to products or services provided.
- commit to continuous improvement towards environmental health, pollution, and efficient fuel use.
- demonstrate commitment to reduce carbon emissions by improving products environmental performance and conserving natural resources.

## **12. Compliance, Implementation and Continuous improvement**

- BCAA is committed to a process of continuous improvement and ongoing updating of the SCC.
- BCAA expects all its suppliers to respect its SCC and to actively do their utmost to achieve BCAA's standards. BCAA believes in partnerships and is willing to work with its suppliers to improve performance where necessary.
- BCAA will require that suppliers provide, when requested, details on the suppliers' and subcontractors' factory and production facilities and make this information publicly available (i.e. annual reports, reports under *the Fighting Against Forced Labour and Child Labour in Supply Chains Act* (Canada), web site postings, a policy statement signed by the company's owner/manager, etc.).
- BCAA reserves the right to ask for proof of compliance with all applicable labour, health, safety, and environmental laws, and may inspect working conditions, at any time (or request independent verification of compliance). Suppliers must maintain current and sufficiently detailed records to substantiate their compliance with the SCC and BCAA may ask that they are independently verified at the supplier's expense.
- BCAA may discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices.