



City of Winnipeg Sustainable Procurement Action Plan

Supplier Code of Conduct

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Prepared by Buy Social Canada for the City of Winnipeg

1. Land and Water Acknowledgement

Winnipeg is located on Treaty One Territory, the home and traditional lands of the Anishinaabe (Ojibwe), Ininew (Cree), and Dakota peoples, and in the National Homeland of the Red River Métis. Our drinking water comes from Shoal Lake 40 First Nation, in Treaty Three Territory.

2. Introduction

The City of Winnipeg (the “City”) has adopted a Sustainable Procurement Program which promotes a comprehensive approach to sustainable procurement that addresses supply chain opportunities across four pillars: environmental, ethical, social, and Indigenous. To support the goals of the Sustainable Procurement Program, the City of Winnipeg is implementing a three-year iterative Sustainable Procurement Action Plan (SPAP). One of the mechanisms of this plan is the Supplier Code of Conduct.

The Supplier Code of Conduct (the “Supplier Code”) sets the City’s minimum standards on human rights and labour, environment, and business ethics expected from Contractors who work with the City. Compliance with the Supplier Code of Conduct is mandatory to do business with the City.

The standards set out in the City’s Supplier Code of Conduct align with the *International Labour Organization* (ILO) labour standards which directly support the *United Nations’ Universal Declaration of Human Rights*. Other applicable legislation outlined in the Supplier Code of Conduct includes, the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* and the *Customs Tariff Act*.

In addition, the Supplier Code of Conduct supports the City of Winnipeg’s Strategic Priorities Action Plan, action 3.1, Accelerate *implementation of municipal responsibilities for United Nations Declaration on the Rights of Indigenous Peoples, Truth and Reconciliation Commission Calls to Action and Missing and Murdered Indigenous Women and Girls Calls for Justice*.

Contractors are expected to comply with all applicable laws and regulations, including those laws relating to labour, worker health and safety, and the environment.

3. Application

The City of Winnipeg’s Supplier Code of Conduct sets out the minimum standards that Contractors must meet when working with the City.

The Supplier Code of Conduct will be included on all publicly bid contracts.

Contractors should review the Supplier Code of Conduct and ensure that relevant areas of their business are compliant. It is the expectation that the standards set out in the Supplier Code are applied across the Contractor's own supply chain. However, it is the Contractor's responsibility to ensure that their 1st tier subcontractors supporting the delivery of the Contract are made aware of the City's Supplier Code of Conduct and have an authorized representative of the subcontractor sign a declaration, which is provided to the City's Contract Administrator, stating they will comply with the code.

The Supplier Code adds to the Contractor's obligations set out in any contracts.

4. Supplier Standards

Contractors must comply with the standards of this Supplier Code, in addition to any other applicable laws and regulations in the Province of Manitoba and Canada, and in each jurisdiction where the Contractors operate.

Applicable laws such as:

- Fighting Against Forced Labour and Child Labour in Supply Chains Act;
- Customs Tariff Act; and
- Employment Standards Act or similar legislation

as amended from time to time, or any successor legislation.

4.1. Treatment of Service Users

Some Contractors will provide services to the public on behalf of the City, including individuals with particular needs such as children, those with physical or mental disabilities, medical conditions or other factors that place them in a vulnerable position. Contractors will ensure that such service users are treated at all times with courtesy and that their dignity, safety, security and wellbeing is always treated as a priority. Physical, sexual, verbal harassment and/or violence, bullying, teasing or other aggressive behaviour are strictly prohibited. Contractors are expected to put in place the appropriate measures to prevent physical, sexual or other harm to service users.

4.2. Human Rights and Labour Standards

4.2.1. Forced and Child Labour Standards

The City is committed to mitigating the risk of forced and child labour in our supply chains. As such, Contractors must ensure they are aligned with the below standards, in addition to, any other laws or regulations that aim to reduce and prevent forced and child labour.

4.2.1.1. Forced Labour

To prevent and mitigate the risk of forced labour, City Contractors must not:

- 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;
- Require workers to lodge deposits or their identity papers as a condition of employment, or financially penalize workers for resigning; and
- Require any foreign contract worker to remain in employment for any period of time against their will or burden workers with any required agency recruitment commissions.

If Contractors identify forced labour or that their supply chains are at risk of forced labour while working with the City, they must report the risk and their remediation measures to the City immediately.

4.2.1.2. Child Labour

To prevent and mitigate the risk of child labour, Contractors must adhere to the following standards:

- Commit to a zero-tolerance policy toward the use of child labour in the provision of any goods or services to the City;
- Ensure that young people who are 13, 14, or 15 years of age complete a *Young Workers Readiness Certificate Course* if they are in Manitoba or an equivalent course, if applicable, if the young person is not in Manitoba before they begin working;
- Ensure that the employment hours and work performed by anyone under the age of 18 aligns with the Employment Standards of the Province of Manitoba and any similar legislation that may apply in the jurisdiction Contractors operate;
- Ensure that all workers between the ages of 13 to 18 are aware of their rights and responsibilities;
- Ensure that workers under the age of 18 do not perform hazardous or night work that is likely to jeopardize the workers' physical or mental health and/or safety; and
- Ensure the use of workplace apprenticeship programs is legitimate and they comply with all laws and regulations.

If Contractors identify child labour or that their supply chains are at risk of child labour while working with the City, the Contractor must report the risk and their remediation measures to the City immediately. If remediation is not appropriate, the City reserves the right to enforce its rights under the applicable contract.

4.2.2. Employee Treatment

The City is committed to incorporating our core values of Integrity, Diversity, Respect, Accountability and Quality in every aspect of our organization, including our supply chains. City Contractors are expected to promote equality, fair treatment, and non-discrimination in their organizations and supply chains.

4.2.2.1. Equality and Non-Discrimination

To promote equality and non-discrimination, Contractors must:

- Not engage in discriminatory hiring and employment practices based on race, nationality or ethnicity, colour, age, sexual orientation, physical or mental disability, gender (including gender identity or expression), language, religious beliefs, family status including marital status, union membership or political affiliation, in hiring and employment practices such as promotions, rewards, and access to training; and
- Ensure that employees or potential employees are not subjected to unlawful or discriminatory medical tests.
- Ensure pregnant workers are assigned work tasks appropriate for, and not threatening to, their condition.

4.2.2.2. Employee Treatment, Harassment and Abuse

The City works to promote a safe and inclusive work environment as stated in the Winnipeg Equity Diversity and Inclusion Policy. It is expected that City Contractors ensure that:

- All their employees are treated with respect and dignity;
- They have communicated any disciplinary policies and procedures with employees prior to commencement of work; and
- Their employees are not subject to, or at threat of inappropriate treatment, including any form of physical, sexual, psychological, or verbal harassment or abuse.

4.2.3. Indigenous Rights

Contractors will recognize and respect the Treaty, constitutional, and human rights of First Nations, Inuit, and Métis peoples, and will not contribute to destructive impacts on Indigenous peoples' education, cultures, languages, health, child welfare, administration of justice, economic opportunities and prosperity, or our shared responsibilities for sustaining lands, waters, plants, and animals.

If Contractors are engaging in activities that may involve or impact Indigenous Rightsholders, they should share this information with the City of Winnipeg as soon as possible. This will help to ensure open and collaborative engagement with Indigenous Rightsholders.

In addition, Contractors are encouraged to review the following documents when engaging in activities that may involve or impact Indigenous Rightsholders:

- [United Nations Declaration on Rights of Indigenous Peoples \(UNDRIP\)](#) which includes 46 Articles that outline the minimum standards for the survival, dignity, and well-being of Indigenous peoples and is the framework for reconciliation at all levels and across all sectors of Canadian society; and the
- [Winnipeg Indigenous Accord](#) established by the City of Winnipeg in 2017 containing 6 commitments and 10 principles towards establishing and maintaining relationships and partnerships with First Nations, Inuit, and Métis peoples, communities, and governments.

4.2.4. Freedom of Association and Collective Bargaining

Contractors must work directly with employees to find solutions to any outstanding legal and employment issues, while respecting employee rights to obtain representation, join labour unions, and bargain collectively. Employees must be able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, or harassment.

Contractors and their sub-contractors will ensure that employee representatives are not discriminated against and have reasonable access to carry out their representative functions in the workplace.

4.2.5. Health and Safety

Contractors must comply with all laws and regulations relating to occupational health and safety in the jurisdiction(s) of production and/or where the services are being performed.

Contractors must inform employees of their health and safety guidelines in terms of equipment, training, management, and workplace practices, and:

- Provide their employees with a safe and healthy working environment;
- Ensure that any living facilities provided for employees are safe and clean and meet the basic needs of employees;
- Take adequate steps to prevent accidents and injury to health, that could occur or arise while working, by minimizing, so far as is reasonably practicable, the causes of such hazards in the working environment; and
- Establish systems to detect, avoid or respond to potential threats to the health and safety of all employees.

4.2.6. Working Conditions

4.2.6.1. Wages and Benefits

Contractors must comply, as a minimum, with all applicable employment standards and related laws in the jurisdiction(s) of production with respect to compensation, including wages and benefits.

Contractors must:

- Meet applicable local or applicable international legislative standards, whichever is higher, for wages and benefits within the country, state, province or territory of production regardless of special status granted to a company, worksite, or geographic area that permits the organization to compromise applicable standards;
- Pay employees directly and provide employees with a clear, written accounting of hours worked, deductions, and regular and overtime wages in a language they can understand;
- Recognize that wages are essential to meeting employees' basic needs and will make every effort to ensure that workers receive wages that meet basic needs by local standards; and
- Compensate their employees for overtime hours at such premium rate as is legally required in the country state, province or territory of production or, in those countries, states, provinces or territories where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Deductions from wages in a disciplinary manner are not permitted and payment must occur in a timely manner with a pay stub or similar documentation.

4.3. Environmental Standards

Contractors must conduct all operations in full compliance with all applicable environmental laws and regulations. Contractors are encouraged to develop, implement and maintain business practices that minimize the impact of their operations, products and services on the environment e.g. manage and treat any hazardous waste, wastewater or air emissions with the potential to adversely impact human or environmental health.

Contractors are encouraged to:

- Seek to conduct their businesses in an environmentally responsible way, offering or using environmentally responsible products and services to the extent available;
- Work to reduce 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;

- Undertake initiatives to promote greater environmental responsibility, such as implementing policies and programs relating to reducing water consumption and waste production, water conservation, preservation and protection of water species, increasing energy efficiency and waste diversion, increasing economy circularity and access to local and sustainable food; and
- Incorporate a climate change risk assessment into their risk management procedures.
- Use sustainable materials and to incorporate them into the products supplied, products that reduce life-cycle costs, minimize packaging, lower CO2 emissions or are more biodegradable.

4.4. Business Ethics Standards

Contractors must comply with high ethical standards in every aspect of their business, including relationships, practices, sourcing, and operations.

4.4.1. Conflict of Interests

Contractors must avoid conflicts of interest or situations giving the appearance of a conflict of interest when doing business with the City.

If the Contractor becomes aware of any matter that causes or is likely to cause a conflict of interest in the preparation of their bid or performance of the Contract, they must immediately inform the Contract Administrator of any actual or potential conflict of interest or unfair advantage related to the bid or performance of the Contract. In rare instances, where the conflict of interest is with the Contract Administrator, contact the Purchasing Division at purchasing@winnipeg.ca.

4.4.2. Anti Corruption & Fraud

Contractors must not engage in corruption or fraudulent activity. It is expected that Contractors will act with integrity in all their dealings.

Contractors must comply with all applicable anti-corruption laws and regulations, notably provisions prohibiting corruption, bribery and other unethical business practices.

4.4.3. Bribery

Contractors must not offer or receive bribes, kickbacks, gifts or any other benefits to anyone, including City employees, to retain business or obtain an unfair advantage. Contractors must never make or approve a payment that is to be used, in whole or in part, to influence decisions or secure any other improper advantage.

4.4.4. Fair Competition & Competition Laws

Contractors must act in accordance with local, national and international competition laws and not participate in illegal or unethical bidding practices such as collusion, price fixing, market or customer allocation, market sharing or bid rigging with competitors.

4.4.5. Transparency

Contractors are expected to act and conduct business in a transparent way, this includes:

- Refraining from knowingly providing inaccurate or misleading information in response to any kind of invitation to submit a bid or proposal;
- Refraining from questionable or unethical financial or accounting practices; and
- Not engaging in any deceptive marketing practices.

5. Supplier Compliance and Accountability

The City holds its Contractors accountable to comply with the Supplier Code of Conduct and to actively do their best to exceed minimum standards set out in this Supplier Code.

To ensure compliance and to hold Contractors and their subcontractor's accountable with the Supplier Code, Contractors must do the following:

5.1. Inform Employees of the Supplier Code

Contractors must inform all employees or independent contractors working on the Contract about the Supplier Code. The Supplier Code should be posted in English and then in French or any other language translated, if requested. If there is another working language being used between workers and supervisors on the worksite then the Supplier Code will also include a note by the Contractor, in that working language, that the code will be translated into that language upon a request. In the event of such a request, the Contractor will work with the City so that a translated version may be provided and posted. Evidence of these communications must be provided to the City upon request.

5.2. Implement a Grievance Reporting Procedure

Contractors must have a grievance reporting procedure put in place for employees to raise and address workplace grievances confidentially, anonymously, and/or directly, without fear of reprisal or retaliation. The procedure should be clearly communicated to all employees. These policies and procedures must be shared with the City upon request.

Contractors must maintain a record of grievances received and how they were remediated. These records must be shared with the City upon request.

5.3. Non-Conformance Identification and Corrective Action Plans

Contractors must have effective processes in place to identify and evaluate any labour or human rights risks, safety and health hazards, environmental impacts and business ethics deficiencies, violations, and non-compliances.

Contractors must undertake the necessary measures to implement corrective and preventive actions to address the root cause of any non-compliances identified through audits or any other form of risk assessment in a timely and effective manner.

5.4. Proof of Compliance Requests

Contractors must provide proof of their compliance with the Supplier Code, upon the City's request, and Contractors will permit the City to inspect work locations at any time (or request independent verification of compliance with this Supplier Code).

The independent verification will be at the City's expense if compliance is verified and at the Supplier's expense if compliance is not verified.

6. Right to Discontinue Business

Everything Contractors report to the City shall be accurate and truthful.

Non-compliance or failure to correct situations of non-compliance with this Supplier Code may lead to contract termination by the City.

7. Reporting a Concern or Issue

For any questions, concerns, or if any ethical or compliance issues arise, Contractors, their subcontractors or employees have the responsibility to bring them forward by contacting the Contract Administrator.

8. Appendix A – Definitions

"Child Labour" means labour or services provided or offered to be provided by persons under the age of 18 years and that

- (a) are provided or offered to be provided in Canada under circumstances that are contrary to the laws applicable in Canada;
- (b) are provided or offered to be provided under circumstances that are mentally, physically, socially or morally dangerous to them;
- (c) interfere with their schooling by depriving them of the opportunity to attend school, obliging them to leave school prematurely or requiring them to attempt to combine school attendance with excessively long and heavy work; or
- (d) constitute the worst forms of child labour as defined in article 3 of the Worst Forms of Child Labour Convention, 1999, adopted at Geneva on June 17, 1999. (*travail des enfants*)

"Conflict of Interest" refers to when private or personal interests improperly influence, provide benefit to, could reasonably be perceived or be foreseen to improperly influence the performance of their duties. A conflict of interest in itself is not a problem, unless it is not disclosed and is left unaddressed.

"Culture" is a complex set of shared values, beliefs, language, communication, and behaviours that are taught, learned, and shared by a group of people. Culture includes the material objects and symbols that are common to that group of people. Culture can refer to organizational culture in addition to national, ethnic, or regional culture.

"Diversity" refers to the variety of similarities and differences among people, often called diversity dimensions, including, but not limited to: gender, sex, gender identity and expression, ethnicity, race, native or indigenous identity/origin, age, generation, disability, sexual orientation, culture, religion, belief system, marital status, parental status, pregnancy, socio-economic status/caste, appearance, language and accent, mental health, education, geography, nationality, work style, work experience, job role and function, thinking style, and personality type.

"Employee" is defined as a person who undertakes to do work for remuneration according to the instructions and under the direction or control of another person, who is an employer.

"Forced Labour" means labour or service provided or offered to be provided by a person under circumstances that

(a) could reasonably be expected to cause the person to believe their safety or the safety of a person known to them would be threatened if they failed to provide or offer to provide the labour or service; or

(b) constitute forced or compulsory labour as defined in article 2 of the Forced Labour Convention, 1930, adopted in Geneva on June 28, 1930. (*travail forcé*)

“Harassment” is any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome.

“Human Rights” are rights inherent to all human beings, regardless of an individual’s beliefs, characteristics, or personal circumstances. Everyone is entitled to the same fundamental human rights including a life of equality, dignity, respect, and a life free from discrimination.

“Indigenous Rightsholders” refers to the Red River Métis Nation, First Nations, and Inuit Rightsholders. Rightsholders in this context refers to both Treaty and Aboriginal rights, which were given constitutional recognition in Section 35 (1) of The Constitution Act, 1982.

Indigenous Rights include a range of cultural, social, political, and economic rights held by Indigenous Peoples, including the right to establish treaties; and include the right to land to practice the right to fish, to hunt, and to practice one’s own culture.

“Supplier/Contractor” the person undertaking the performance of the Work under the terms of the Contract.

“Subcontractor” a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishing of Plant or Material.

“Sustainable Procurement” is the practice of embedding relevant sustainability considerations into the selection of goods and services, along with traditional factors such as price, quality, service, and other functional specifications. Sustainable procurement means getting best value for an organization over the total life of a good or service, while seeking opportunities that address environmental, ethical, social, and Indigenous opportunities and risks.

“Worker” refers to any individual who performs work for an organization, regardless of their employment status. This can include employees, contractors, sub-contractors, freelancers, and temporary staff. The term encompasses anyone who contributes labor or services to an organization in exchange for compensation.