

## WDMH Supplier Code of Conduct

Winchester District Memorial Hospital (“**WDMH**”) conducts its business in compliance with applicable laws, and in an ethically and socially responsible manner. WDMH recognizes that each step in its supply chain has an impact on people and communities. As a result, we prioritize implementation of strong social, and ethical business standards throughout our supply chain.

### **INTRODUCTION**

This Supplier Code of Conduct (“**Supplier Code**”) reflects WDMH’s unique operations and regulatory context, and sets out the measures that any vendor, supplier or service provider (a “**Supplier**”, “**you**”, or “**your**”) doing business with WDMH must take or is expected to take.

WDMH operates in a particular legal and regulatory context. In particular, WDMH is subject to the *Fighting Against Forced and Child Labour in Supply Chains Act* (the “**Supply Chains Act**”) and the *Broader Public Sector Accountability Act* as well as other similar legislation. Furthermore, WDMH complies with the Broader Public Sector Procurement Directive and has adopted the Ontario Broader Public Sector Supply Chain Code of Ethics.

The obligations set out in this Supplier Code are intended to enable WDMH to meet its obligations and help combat forced and child labour down its supply chains. The Supplier Code is informed by international standards and best practices, including the Universal Declaration on Human Rights, the ILO Declaration on Fundamental Principles and Rights at Work; the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights (“**UNGPs**”).

While WDMH recognizes that its Suppliers operate in different legal and cultural environments, the standards set forth in this Supplier Code are intended to operate as a benchmark for acceptable conduct. WDMH expects Suppliers to comply with both the language and spirit of the Supplier Code, recognizing that Suppliers may implement these requirements in a manner that is appropriate and proportional to the nature and scale of activities, the materials and/or goods that they supply, and the services that they perform.

The Supplier Code is not to be read in lieu of, but in addition to Supplier’s obligations as set out in any agreements between WDMH and the Supplier. In the event of a conflict between the Supplier Code and an applicable agreement, the agreement will govern.

Beyond legal requirements, WDMH prioritizes business relationships with Suppliers that share our commitment to the highest standard of business conduct. Specifically, WDMH prides itself on working with suppliers who place safety as top priority, promote and uphold the highest standards of ethics and integrity, and are economically, environmentally, and socially responsible in their business practices.

## **EXPECTATIONS OF SUPPLIERS**

### **1 Scope and Applicability**

- 1.1 This Supplier Code applies to all WDMH Suppliers.
- 1.2 Suppliers must take commercially reasonable measures, including carrying out appropriate risk management and due diligence, to ensure the respect of this Supplier Code across their entire business and within their own supply chains. Suppliers are responsible for ensuring that its suppliers, vendors and service providers meet the requirements of this Supplier Code.

### **2 Compliance with Laws and Applicable Standards**

- 2.1 In all their activities, Suppliers shall comply with applicable laws, rules and regulations in the jurisdictions in which they operate.
- 2.2 Where the laws of the jurisdictions in which the Supplier operates differ from this Supplier Code, the more stringent standards and principles apply.

### **3 General Application of Human Rights & Employment Standards**

WDMH is committed to respecting human rights in the workplace, and we expect our Suppliers to share in this commitment and to respect internationally-recognized human rights, in line with the principles and guidance contained in the UNGPs and the fundamental conventions of the International Labour Organization.

#### *Requirements*

- 3.1 Suppliers must provide an inclusive, respectful, healthy and safe workplace in which all workers are treated with respect and dignity.
- 3.2 Suppliers must have in place a policy of zero tolerance for discrimination, harassment and workplace violence.
- 3.3 Suppliers must not discriminate in the hiring or promoting of employees whether based on gender, age, religion, marital status, sexual orientation, political opinion, or national or ethnic origin, or other similar characteristic that does not relate to the individual's qualifications or the inherent requirements for the job.
- 3.4 Suppliers must provide workers with clear and understandable employment documentation in advance, in a language understood by the worker before work has commenced. If employment contracts are not legally required, workers are expected to be informed of the terms and conditions of employment, in a language understood by them, prior to starting work.
- 3.5 Suppliers must comply with all applicable regulations to prevent illegal, clandestine and undeclared employment.
- 3.6 Suppliers must provide anonymous and confidential methods for workers to raise concerns without fear of reprisal.

- 3.7 Suppliers must manage operations in a manner so as to avoid excessive overtime and other inhumane working condition and allow workers to leave work and freely terminate their employment within legal period requirements;
- 3.8 Suppliers are expected to comply with applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Where no wage laws exist, Suppliers are expected to ensure that workers are paid at least the minimum local industry standard. In all cases, Suppliers are expected to pay workers in a timely manner.
- 3.9 Suppliers must recognize and respect the rights of employees to freely associate, organize and bargain collectively, in accordance with local laws and the fundamental conventions of the International Labor Organization, and must comply with any applicable collective agreements.

#### **4 Prevention and Elimination of Forced and Child Labour**

WDMH is committed to the elimination of forced and child labour, including the worst forms of child labour. WDMH does not tolerate forced labour or child labour in its operations or its supply chain.

Forced labour is defined in the *Supply Chains Act* and in ILO Convention No. 29, the *Forced Labour Convention, 1930*. Forced labour includes any work that is not voluntary or is performed under threat or coercion. Threats may threaten the worker directly or a person known to them, such as a loved one or friend.

Child labour is defined in the *Supply Chains Act* and in ILO Convention No. 182, *the Worst Forms of Child Labour Convention, 1999*. Child labour includes work by a person under the age of 18 in circumstances that are interferes with schooling or vocational education or exposes them to work that is mentally, physically, socially or morally dangerous.

##### *Requirements*

- 4.1 Suppliers are strictly prohibited from using, engaging in, contributing to, or benefiting from the use of:
  - 4.1.1 any form of slave, forced, bonded, indentured, or prison labour;
  - 4.1.2 any form of child labour; and
  - 4.1.3 any form of human trafficking.
- 4.2 Suppliers are further prohibited from:
  - 4.2.1 threatening workers with or subjecting them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal

punishment, mental coercion, physical coercion, verbal abuse, or unreasonable restrictions on entering or exiting company-provided facilities;

- 4.2.2 requiring, as a condition of employment, a worker to deposit or surrender an original of any government-issued identification, passport, work permit, or other documents necessary for free movement and termination of employment; and
- 4.2.3 requiring, as a condition of employment, a worker to pay a deposit (which includes but is not limited to money or other valuables) with the Supplier.
- 4.3 All work performed for or on behalf of Supplier shall be voluntary, and workers shall be free to leave work or terminate their employment with reasonable notice.
- 4.4 Suppliers should exercise particular care in employing persons under the age of 18 to ensure that such employment does not constitute child labour. However, the use of legitimate workplace apprenticeship programs for educational benefit is permitted, provided such programs comply with all applicable laws and regulations.
- 4.5 Suppliers are encouraged to identify and focus on vulnerable workers and-at-risk regions, where there is heightened risk or forced labour or child labour.
- 4.6 Workers must not pay recruitment fees or other related expenses for their employment. If a Supplier or WDMH discover that workers have paid such fees, the Supplier must ensure that the workers are repaid in full.
- 4.7 Suppliers shall use commercially reasonable efforts to train employees on matters related to forced and child labour.
- 4.8 Suppliers shall take measures to address and resolve a suspected case of forced labour or child labour immediately upon becoming aware of the transgression and ensure that any corrective action provides for the full protection of the worker or child.
- 4.9 Upon reasonable request, Suppliers must provide WDMH with a description of how they assess their effectiveness in ensuring that forced or child labour are not used in their businesses and supply chains, the details of any identified risks or cases of forced or child labour, and any remedial measures taken.

## **5 Due Diligence and Risk Management**

Suppliers should maintain appropriate policies, risk management and/or due diligence processes to identify, prevent, address, mitigate, and account for the forced labour, child labour, human rights, and ethical risks associated with their business practices.

Suppliers should develop and track performance objectives, targets, and implementation plans, adopt self-evaluation mechanisms, and drive continuous improvement. Suppliers

should self-evaluate and make improvements to meet or exceed our expectations and those of our customers. We encourage Suppliers to continuously assess risks specific to women and vulnerable groups, including children, indigenous peoples, and temporary or migrant workers.

### *Requirements*

- 5.1 Suppliers must develop and enforce policies and due diligence processes to ensure compliance with all aspects of this Supplier Code. This includes ensuring transparent and accurate record-keeping to demonstrate compliance.
- 5.2 In particular, Suppliers must assess the parts of their businesses and supply chains that carry a risk of forced labour or child labour being used and document the steps they have taken to assess and manage that risk.
- 5.3 Suppliers must continuously monitor and enforce the standards set out in this Supplier Code in their own operations and supply chains, including in respect of their own suppliers and subcontractors.
- 5.4 Where subcontracting is used to support the execution of services for WDMH, Suppliers must confirm that the subcontractor meets the expectations set out in this Supplier Code, including at a minimum through the following controls:
  - 5.4.1 Suppliers must take necessary steps to obtain and maintain visibility over labour rights risks within the operation and supply chains of subcontractors;
  - 5.4.2 Suppliers must have or attain the right to audit over subcontractor operations.
- 5.5 Where recruitment agencies/brokers are used to supply labour, Suppliers must carry out appropriate due diligence and ongoing management to ensure that risks of worker exploitation, such as debt bondage, are effectively mitigated.

## **6 Grievance Mechanism**

### *Requirements*

- 6.1 Suppliers must develop and maintain an operational-level grievance mechanism to effectively identify, address, remedy and prevent any forced or child labour, or other adverse human rights impacts, that may occur in connection with our business relationship. Suppliers shall ensure that any grievance mechanism that is implemented is accessible, predictable, equitable, and transparent, and based on engagement with affected stakeholders.
- 6.2 WDMH does not tolerate retaliation or reprisal, including threats for good faith reporting or participation in a complaint process. Suppliers must not retaliate or

commit any act of reprisal against any person for good faith reporting of breaches of the Supplier Code.

- 6.3 Suppliers must maintain open channels of communication with those individuals or groups of stakeholders that are likely to be adversely impacted by potential or actual human rights violations so that the occurrence or likelihood of adverse impacts may be reported without fear of retaliation.

## **7 Investigation and Audit Rights**

In order to ensure compliance with the standards in this Supplier Code, WDMH may investigate or audit Suppliers to verify compliance.

### *Requirements*

- 7.1 WDMH may, at its option, verify Supplier compliance with the Supplier Code through a variety of tools including the following:
  - 7.1.1 Suppliers' self-evaluation documentation;
  - 7.1.2 Request information from the Supplier regarding its compliance with the Supplier Code upon WDMH's request;
  - 7.1.3 Regular visits or inspections, including on an unannounced basis;
  - 7.1.4 Ongoing improvement program; and
  - 7.1.5 Audit/Investigation/Evaluation of the Supplier by WDMH or a designated third party.
- 7.2 Suppliers must cooperate with any audits or investigations and are expected to maintain documentation to demonstrate compliance with the Supplier Code.
- 7.3 Suppliers must encourage and facilitate any communication with workers required for audits and must not to take any retaliatory action whatsoever against workers who take part in this process.

## **8 Transparency and Compliance**

Suppliers are expected to adhere to this Supplier Code and regularly monitor their conformance with this Supplier Code, as well as that of their own suppliers and subcontractors throughout Supplier's supply chains. Suppliers who fail to comply with the Supplier Code may, at WDMH's discretion, be subject to monitoring, suspension and even termination of their agreement with WDMH.

### *Requirements*

- 8.1 Suppliers shall notify WDMH promptly of any noncompliance with the Supplier Code.

- 8.2 Suppliers shall, upon reasonable request by WDMH, confirm in writing that they meet their obligations under this Supplier Code.
- 8.3 Upon reasonable request by WDMH, Suppliers shall provide WDMH access to all relevant information and documents needed to verify the Supplier's conformance with this Supplier Code.
- 8.4 In the case of any deficiencies identified with respect to compliance with this Supplier Code, Suppliers must promptly take corrective action to address such identified deficiencies.
- 8.5 Failure to comply or remedy a non-compliance with this Supplier Code may result in further action by WDMH, at its discretion, including, but not limited to, the following:
  - 8.5.1 WDMH providing Suppliers with a reasonable opportunity to correct the violation.
  - 8.5.2 Enhanced monitoring, supervision, or other corrective measures.
  - 8.5.3 Suspension or termination, in whole or in part, of the Supplier's agreement(s) with WDMH, at its WDMH; and
  - 8.5.4 Removal of the Supplier from the WDMH's approved vendor list on a permanent or temporary basis.

## **9 Reporting Non-Compliance**

### *Requirements*

- 9.1 Anyone with reason to believe that a Supplier is not in compliance with this Supplier Code, or that the Supplier has engaged in illegal, unethical or otherwise improper conduct, is encouraged to report such conduct to WDMH by using the following avenue:

E-mail: [purchasing@wdmh.on.ca](mailto:purchasing@wdmh.on.ca)

Nothing in this Supplier Code shall waive, impair, abridge, or diminish any of WDMH's rights or remedies under any agreement between a Supplier and WDMH, or at law, or in equity.

We encourage Suppliers to communicate to us any actions taken to improve their business practices and to send us suggestions about how WDMH can better implement the standards set out in this Code.

Adopted: December 2024