



Forced Labour and Child Labour in Supply Chains **Report**

This report is made pursuant to *Bill S-211 An Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act and to amend the Customs Tariff (Fighting Against Forced Labour and Child Labour in Supply Chains Act)*. This report outlines the approach and initiatives by EarthFresh Farms Inc. ("EarthFresh") to identify and address the risks forced labour and child labour in its business operations and supply chains during the financial year commencing July 1, 2022 and ending June 30, 2023.

EarthFresh is committed to conforming to all requirements of the *Bill S-211 An Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act and to amend the Customs Tariff (Fighting Against Forced Labour and Child Labour in Supply Chains Act)*, aimed at preventing and reducing the risk of forced and child labour at any stage of its supply chain and goods production in Canada or elsewhere or of goods imported into Canada by EarthFresh.

Established in 1963, EarthFresh is an international produce company with operations in the US and Canada specializing in supplying the retail and food service industry with potatoes, carrots and onions. Vertically integrated in all aspects of the potato industry, from seed breeding, seed production and tablestock production to packing and distribution.

Entity Legal Name: EarthFresh Farms Inc.

Legal Classification: Corporation

Financial Reporting Year: FYE2023 (July 1, 2022 – June 30, 2023)

Place of Business: Headquartered in Canada (1095 Clay Ave., Burlington, Ontario)

Other Locations: 1109 Clay Ave., Burlington, ON; 992 Hwy 6 N., Millgrove, ON

Number of Employees: 114

Sector: Manufacturing

Supply Chain:

EarthFresh procures from produce and packaging suppliers from within Canada and the US. EarthFresh expects that suppliers will not use Forced Labour or Child Labour and it is their responsibility to ensure that all subcontractors are in compliance with national and local laws. EarthFresh conducts thorough due diligence with all suppliers, contractors, and consultants to ensure they comply with our standards for labour practices, including the strict prohibition of forced or child labour.

Risks in Supply Chain:

1. Procurement of produce.
2. Recruitment of temporary labour, seasonal labour.

Labour practices that do not comply with Bill S-211 will not be tolerated by EarthFresh and are strictly prohibited. If illegal labour practices are identified within our supply chains, EarthFresh will work with the supplier to implement corrective actions, which may include steps like training or improving working conditions, or, if deemed necessary, terminating the business relationship.

Actions Taken:

EarthFresh has monitored its suppliers to assess compliance with our expectations and standards. This can include, among other initiatives, risk assessments, on-site visits/inspections and interviewing workers.

Risk Assessment and Prevention:

EarthFresh has identified risks to the best of our knowledge and will continue to strive to identify emerging risks. At the time of this report, EarthFresh has not identified use of child labour or forced labour within our supply chain. Risk assessments are conducted annually with suppliers (produce and temporary labour). Internal audits are conducted bi-annually which deal with child labour and forced labour performance indicators. At time of hire, all new employees will submit payroll information to verify age.

Remediation:

Labour practices that do not comply with Bill S-211 will not be tolerated by EarthFresh and are strictly prohibited. If illegal labour practices are identified within our supply chains, EarthFresh will work with the supplier to implement corrective actions, which may include steps like training or improving working conditions, or, if deemed necessary, terminating the business relationship.

Any person or entity subject to this policy as defined above who suspects a violation of this policy must report it to the Human Resources Department. EarthFresh will promptly review and investigate all reports as appropriate.

Training:

EarthFresh has provided training to its employees involved in supply chain about the requirements and obligations under Bill S-211 and this policy in order to assist them in identifying and addressing issues that may contravene Bill S-211.

This training will be mandatory for all employees and will be conducted at time of new hire orientation as well as annually as required with policy change.

Effectiveness Assessment:

EarthFresh has conducted internal and external (suppliers) risk assessments regarding the policies and procedures related to forced labour and child labour. In addition, EarthFresh partners with an external auditor to assess the organization's effectiveness and actions under the social accountability standard, "SA 8000".

Current SA8000 certificate is valid through to October 7, 2024.

This report is made pursuant to Bill S-211, An Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act for the financial year ending June 30 2023. It has been issued on behalf of EarthFresh and approved by:

Signature:  Date: 05/29/2024

Full name: Dan Martin
Title: Chief Operating Officer, EarthFresh



Forced Labour and Child Labour in Supply Chains
Attestation

In accordance with the requirements of the Act, and in particular section 11 thereof, I attest that I have reviewed the information contained in the report for the entity or entities listed above. Based on my knowledge, and having exercised reasonable diligence, I attest that the information in the report is true, accurate and complete in all material respects for the purposes of the Act, for the reporting year listed above.

I have the authority to bind EarthFresh:

Signature: _____

Date: _____

5/29/2024

Full name: Dan Martin

Title: Chief Operating Officer, EarthFresh



Forced Labour and Child Labour in Supply Chains Policy and Statement

EarthFresh Farms Inc. ("EarthFresh") is committed to conforming to all requirements of the *Bill S-211 An Act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act and to amend the Customs Tariff (Fighting Against Forced Labour and Child Labour in Supply Chains Act)*, aimed at preventing and reducing the risk of forced and child labour at any stage of its supply chain and goods production in Canada or elsewhere or of goods imported into Canada by EarthFresh.

Scope

This policy applies to all employees, temporary workers, contractors, consultants, and suppliers who perform work at our sites or perform work on our behalf off site.

Definitions

Bill S-211 means *An act to enact the Fighting Against Forced Labour and Child Labour in Supply Chains Act and amend the Customs Tariff (Fighting Against Forced Labour and Child Labour in Supply Chains Act) (Bill S-211)*.

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.

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 which is defined as all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily (Article 2 of the Forced Labour Convention, 1930).

EarthFresh Commitment

EarthFresh will not engage in or support the use of forced or child labour in our operations or in any step of the production of goods in Canada or elsewhere.

EarthFresh will not engage or support the use of forced or compulsory labour, including prison labour, and will not engage in or support human trafficking. All employees will have the right to leave the workplace premises after their standard workday and be free to terminate their employment provided that they give reasonable notice to their organization.

EarthFresh expects that suppliers will not use Forced Labour or Child Labour and it is their responsibility to ensure that all sub-contractors are in compliance with national and local laws.

Management System

EarthFresh will maintain and implement, along with senior management, all of the elements of Bill S-211. Management will review and monitor all policies and procedures implemented within Bill S-211 and make any revisions as necessary. Risk assessments and internal audits will be conducted on an annual basis.

Due Diligence

EarthFresh will conduct thorough due diligence with all suppliers, contractors, and consultants to ensure they comply with our standards for labour practices, including the strict prohibition of forced or child labour.

Compliance & Monitoring

EarthFresh will monitor its suppliers to assess compliance with our expectations and standards. This can include, among other initiatives, on-site inspections and interviewing workers. EarthFresh will also continually monitor and audit its own employment practices to ensure compliance with its labour standards and protocols.

Remedies

Labour practices that do not comply with Bill S-211 will not be tolerated by EarthFresh and are strictly prohibited. If illegal labour practices are identified within our supply chains, EarthFresh will work with the supplier to implement corrective actions, which may include steps like training or improving working conditions, or, if deemed necessary, terminating the business relationship.

Training

EarthFresh will provide training to its employees involved in supply chain about the requirements and obligations under Bill S-211 and this policy in order to assist them in identifying and addressing issues that may contravene Bill S-211.

Reporting

Any person or entity subject to this policy as defined above who suspects a violation of this policy must report it to the Human Resources Department. EarthFresh will promptly review and investigate all reports as appropriate.

Policy Distribution & Review

This policy shall be communicated to all employees, suppliers, contractors, and consultants. This policy will be reviewed and signed by senior management annually and revised appropriately. A copy of this policy will be posted on EarthFresh communication boards and website so that it is publicly available.



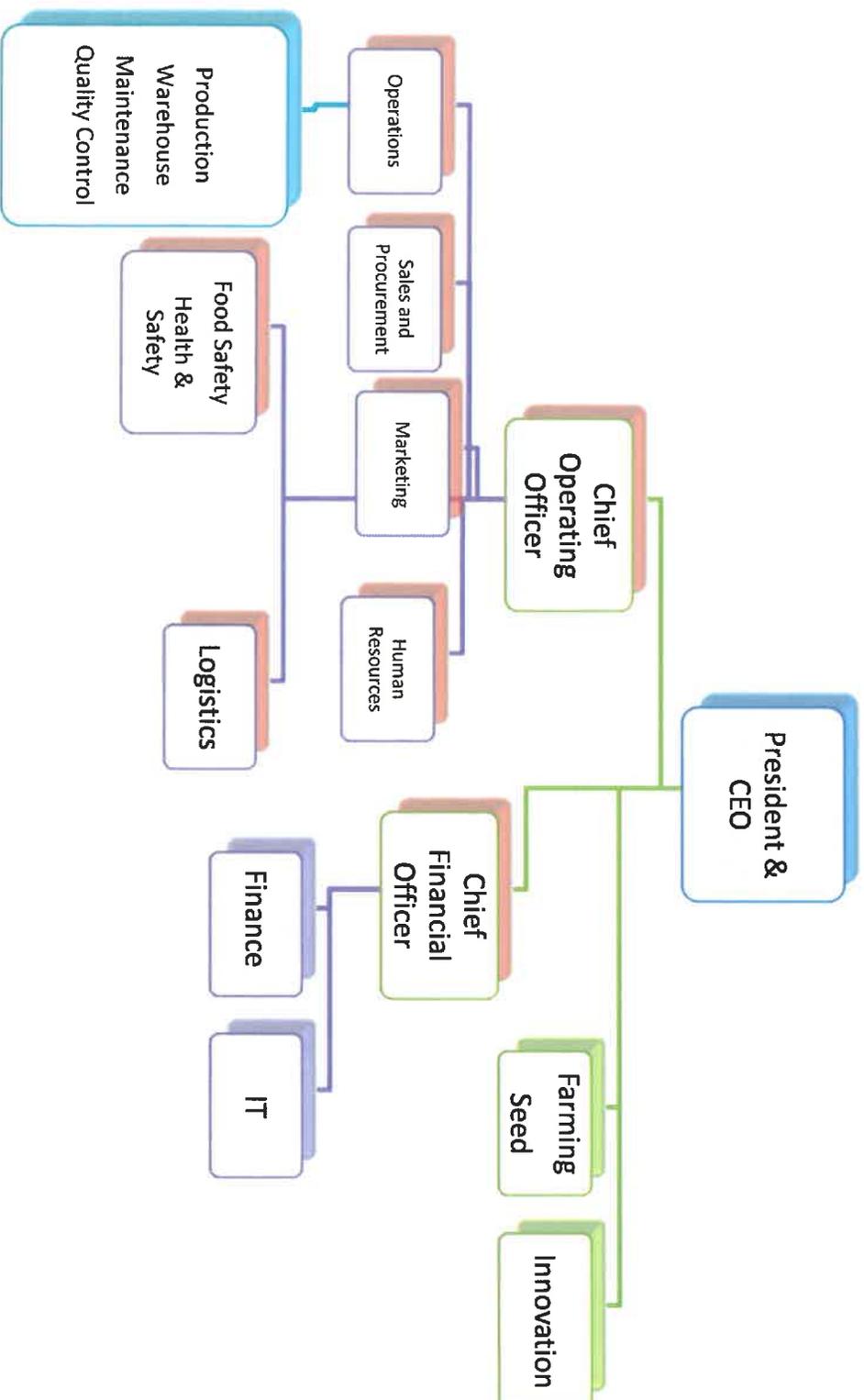
Dan Martin, Chief Operating Officer

5/29/2024

Date



EarthFresh





Social Accountability 8000 Policy Statement

EarthFresh Farms Inc. is committed to conform to all requirements of the SA8000 Standard and has chosen to comply with and commit to all of the requirements of SA8000 International Standard as well as applicable provincial laws such as *Occupational Health & Safety Act*, *Employment Standards Act (2000)* and *AODA (Accessibility for Ontarians with Disabilities Act)*, and create and implement policies and procedures pertaining to the following:

1. **Child Labour** - EarthFresh will not engage in or support the use of child labour (any person under 15 years of age). Young workers' school, work and transportation time will not exceed a combined total of 10 hours per day and may not work during night hours.
2. **Forced or Compulsory Labour** - EarthFresh will not engage or support the use of forced or compulsory labour, including prison labour and will not engage in or support human trafficking. All employees will have the right to leave the workplace premises after their standard workday and be free to terminate their employment provided that they give reasonable notice to their organization.
3. **Health & Safety** - We are committed to providing and maintaining a safe and healthy work environment for all employees, visitors, suppliers and contractors and to ensure we comply with the *Occupational Health & Safety Act* and its regulations. In conjunction with the Joint Health & Safety Committee, it is each employee's responsibility to ensure we maintain safe working conditions and to eliminate workplace hazards which may cause injury or illness. All managers and supervisors will take every precaution to ensure that facilities, machinery, equipment, and procedures are safe and that employees are working in compliance with safe work practices and procedures.
4. **Freedom of Association & Right to Collective Bargaining** - All employees shall have the right to form, join and organize trade union(s) of their choice and freely elect their own representatives. EarthFresh will respect this right and shall effectively inform employees that they are free to join a union organization without negative consequence or retaliation.
5. **Discrimination** - EarthFresh will not engage or support discrimination in practices of hiring, remuneration, access to training, promotion, termination or retirement based on race, national origin, birth, religion, disability, gender, sexual orientation, marital status, age or any other condition that could give rise to discrimination.
6. **Disciplinary Practices** - EarthFresh is committed to providing a professional work environment that respects the dignity of all employees and will not tolerate any form of harassment, violence, threats or discrimination.
7. **Working Hours** - EarthFresh will comply with all applicable laws under the *Ontario Employment Standards Act, 2000* pertaining to working hours, break and public holidays. All employees will be provided with at least one day off following every 6 consecutive days of working. Overtime shall be on a voluntary basis and shall meet the requirements of the *Ontario Employment Standards Act (2000)* and *SA8000 International Standard*.
8. **Remuneration** - EarthFresh will respect the right of employees to a living wage and ensure that wages for a normal work week will always meet at least legal or industry standards. Wages shall be sufficient to meet the basic needs of employees and provide discretionary income.
9. **Management System** - A Social Performance Team (SPT) has been established and will, along with management, implement all of the elements of SA8000. The SPT will conduct bi-annual meetings with management to review and monitor the policies and procedures implemented within the SA8000 program and make any revisions as necessary and address any non-conformance(s) to the SA8000 standard. Risk assessments and internal audits will be conducted on an annual basis and reviewed at management meetings.

This policy statement shall be communicated to all employees, supervisors, managers and suppliers. This policy will be reviewed and signed by senior management annually and revised appropriately. A copy of this policy will be posted on all bulletin boards and the company website so that it is publicly available.



Dan Martin, Chief Operating Officer

05/06/2024

Date



Earthfresh Farms Inc.
SA 8000 Internal Audit Plan

Audit Date:

Completed By:

CHILD LABOUR:

Performance Indicator Annex	Yes	No	If yes, include comments (i.e. justification, identifying controls, policy name, explanation, supporting evidence, observations, persons interviewed)	If no, identify Corrective Actions (who, what, when) and complete Corrective Action Report
No children present in production work areas (1.1)			EF-SA-007 Child Labour/Young Worker Policy SIN upon hire (human resources)	
No fake or forged identification documents accepted during the recruitment process (1.1).			Payroll information contains date of birth	
Verifiable proof of age documentation is maintained for every worker (1.1)				

FORCED AND COMPULSORY LABOUR:

Performance Indicator Annex	Yes	No	If yes, include comments (i.e. justification, identifying controls, policy name, explanation, supporting evidence, observations, persons interviewed)	If no, identify Corrective Actions (who, what, when)
All overtime hours are voluntary; coercion, threats, or penalties are not used to pressure personnel into overtime work (2.4).			Excess Hours per Day and Per Week agreements signed by all employees. Employees have the right to refuse overtime by speaking to Human Resources.	
No unreasonable restraints on personnel's freedom of movement, including movement in the canteen, during			Break rooms are accessible by all employees	

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Supersedes: 26-Jun-18

breaks, and related to toilet use; access to water; access to necessary medical attention or access to religious facilities (2.1).				
Security measures implemented by the organization do not intimidate or unduly restrict the movement of workers (2.1).			Key jobs provided to staff who require access	
Terms of employment outlined at the time of recruitment do not differ in any way from the terms offered during the course employment (2.1)			Employment agreements are signed by all employees prior to start	
Personnel are free from pressure, coercion, or threats that would in any way force them to accept a job or maintain employment (2.1)			Employees have the right to job refusal	

Earthfresh Farms Inc.
Social Accountability 8000 - Supplier Risk Assessment

Company Name: _____

Completion Date: _____

LABOUR AND WORKING CONDITIONS

Completed By: _____

	RISK FACTORS	Does your company have the following conditions (circle the appropriate answer)	Potential negative impact (A "yes" response means that there is a potential negative impact)	Probability of occurrence (circle the appropriate answer)	Severity of impact (circle the appropriate answer)	Could a control measure/procedure be used to reduce or eliminate the risk? If yes, describe. If no, explain and justify. (ex. Policy name/number, training, regulation, persons interviewed, documents reviewed)
1	There is a difference in nationality, race or religion between workers and managers.	Yes / No	Discrimination. Disciplinary abuse and harassment. Human trafficking and/or forced labor. Communication barriers.	Low / High	Low / High	
2	Our Managers and Supervisors may not be aware of the national labour law or collective agreement.	Yes / No	Inadequate wages, benefits and contracts. Excessive overtime. Discrimination. Disciplinary abuse and harassment.	Low / High	Low / High	
3	We have an apprentice program that provides young workers with training and work experience.	Yes / No	Forced labour. Child labour.	Low / High	Low / High	
4	Children accompany their parents during work or leisure time.	Yes / No	Child labour. Exposure of children to workplace hazards.	Low / High	Low / High	
5	Female workers make up the majority of the workforce, while most managers and/or security staff are male workers.	Yes / No	Discrimination. Disciplinary abuse and (sexual) harassment.	Low / High	Low / High	
6	We do not have a system for recording the "in" and "out" time for workers.	Yes / No	Excessive working hours. Lack of overtime payment.	Low / High	Low / High	
7	Wages paid do not always meet the legal minimum wage.	Yes / No	Inadequate wages, benefits and contracts. Malnutrition. Child labour. Excessive overtime. Exhaustion.	Low / High	Low / High	
8	We routinely use recruiting agencies and contract workers.	Yes / No	Inadequate wages, benefits and contracts. Forced labour.	Low / High	Low / High	
9	We routinely use seasonal or temporary workers.	Yes / No	Inadequate wages, benefits and contracts. Excessive overtime.	Low / High	Low / High	
10	Some of the workers are migrants from another area.	Yes / No	Forced labour. Discrimination.	Low / High	Low / High	
11	Migrant workers or seasonal workers are employed in more hazardous jobs.	Yes / No	Discrimination.	Low / High	Low / High	
12	We provide a dormitory for some or all of our workers.	Yes / No	Lack of freedom of movement. Lack of clean adequate space. Excessive charges for the use of the dormitory.	Low / High	Low / High	
13	The dormitories are not regularly inspected for their cleanliness, hygienic conditions, adequate space availability, or safe drinking water and sanitation.	Yes / No	Lack of clean adequate space. Illness or health hazards due to lack of sanitation or access to a clean drinking water supply.	Low / High	Low / High	
14	There are large fluctuations in working hours based on work demand.	Yes / No	Excessive overtime. No payment of overtime due to hour averaging. Layoffs.	Low / High	Low / High	

Earthfresh Farms Inc.
Social Accountability 8000 - Supplier Risk Assessment

15	There is a labour shortage in the area.	Yes / No	Child labour. Forced labour.	Low / High	Low / High	
16	There is no procedure for workers to express their complaints (grievance mechanism).	Yes / No	Discrimination. Disciplinary abuse and harassment. Worker injuries and chronic conditions.	Low / High	Low / High	
17	We do not verify the age of workers at the time of hiring.	Yes / No	Child labour. Hiring of young workers. Exposure of young workers to hazardous jobs.	Low / High	Low / High	
18	Our production activities include significant lifting, carrying or repetitive motions.	Yes / No	Worker injuries and chronic conditions.	Low / High	Low / High	
19	Large equipment is used in our operations.	Yes / No	Worker injuries and chronic conditions.	Low / High	Low / High	
20	Equipment, machinery and tools are not regularly inspected and maintained.	Yes / No	Worker injuries such as lacerations, loss of limbs or digits.	Low / High	Low / High	
21	Our production activities involve workers routinely interacting with machinery.	Yes / No	Worker injuries and chronic conditions.	Low / High	Low / High	
22	There are dust emissions/high noise levels due to certain activities. We use open trucks to transport workers from location to another.	Yes / No	Respiratory hazards. Noise induced hearing loss.	Low / High	Low / High	
23	Our production activities involve hazardous materials or processes that could cause fires or explosions.	Yes / No	Physical injury. Fatalities due to vehicle-worker collisions or other accidents.	Low / High	Low / High	
24	Some hazardous materials are not identified or labeled and some of the workers may not be trained in safe handling of chemicals or other hazardous substances.	Yes / No	Worker injuries or fatalities.	Low / High	Low / High	
25	We have not identified all operations where personal protective equipment (PPEs) is required.	Yes / No	Worker illnesses. Exposure to hazardous chemicals.	Low / High	Low / High	
26	Not all workers are aware of the work place hazards and how to use the appropriate PPEs.	Yes / No	Worker injuries. Exposure to hazardous material and chronic conditions.	Low / High	Low / High	
27	Our facility has been assessed for noise levels (annually), and where required, hearing protection is made available/mandatory.	Yes / No	Worker injuries. Exposure to hazardous material and chronic conditions.	Low / High	Low / High	
28	Our workers are not aware of what to do in case of an emergency. Emergency routes and exits are often blocked and locked.	Yes / No	Hearing loss	Low / High	Low / High	
29	There is only one emergency exit.	Yes / No	Injuries and loss of life.	Low / High	Low / High	
30						