



2023

Bill S-211: Fighting Against Forced Labour and Child Labour in Supply Chains Act

City of Winnipeg

Winnipeg, Manitoba, Canada



Vision, Mission & Values

VISION

A vibrant, healthy, and inclusive city for all Winnipeg residents and visitors.

MISSION

Achieve effective and efficient service delivery through a collaborative, engaged, and value-driven organizational culture.

VALUES

Accountability – as stewards of public assets and the work we do

Diversity – in who we are

Respect – for each individual person

Trust – with elected officials and the residents we serve

Transparency – in all we do

Land & Water Acknowledgement

Winnipeg is located in Treaty One Territory, the home and traditional lands of the Anishinaabe (Ojibwe), Inineu (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.

The City of Winnipeg recognizes the importance of First Nations, Inuit, and Métis Peoples connected to Winnipeg's history, and the vibrant, diverse people who make up Indigenous communities today.

The City acknowledges the harms and mistakes of the past, and is dedicated to upholding Indigenous rights, and to moving forward in partnership with Indigenous communities in a spirit of truth, reconciliation and collaboration.

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Modern Slavery Statement — Financial year 2023

“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.”

Michael Jack
Chief Administrative Officer, City of Winnipeg

May 30, 2024



“I have the authority to bind The City of Winnipeg.”

Introduction

The Fighting Against Forced Labour and Child Labour in Supply Chains Act (Act), imposes an obligation on certain government institutions and private-sector entities to report on the measures taken to prevent and reduce the risk that forced labour or child labour is used by them or in their supply chains.

The Act provides for an inspection regime applicable to entities and gives the Minister of Public Safety the power to require an entity to provide certain information.

The purpose of this Act is to implement Canada's international commitment to contribute to the fight against forced labour and child labour through the imposition of reporting obligations on:

- (a) Government institutions producing, purchasing, or distributing goods in Canada or elsewhere; and
- (b) Entities producing goods in Canada or elsewhere or in importing goods produced outside Canada.

As the City of Winnipeg (City) is considered an entity under the Act and it imports goods from outside of Canada under its own name, it is required to report under the Act. The City is reporting for the calendar January 1, 2023 to December 31, 2023.

After conducting a review of which entities the reporting applies to, and consulting with our Legal Services Department, it has been confirmed that the City must provide a report annually by May 31.

A. Structure, activities and supply chains

The City is incorporated through The City of Winnipeg Charter Act as a legislative entity.

The City is a municipal government, with the legal name of The City of Winnipeg. The City is reporting for the calendar year of January 1, 2023 to December 31, 2023.

The City is in Winnipeg, Manitoba, Canada.

The political representation for the City is an elected mayor, and 15 councillors each representing a city ward. The current mayor and council were elected in October 2022. Their term of office ends in October 2026.

The administrative structure for the City is a Chief Administrative Officer who is the head of the Public Service and provides overall leadership to all civic departments. The City employs approximately 10,000 people.

B. Policies and due diligence processes in relation to forced labour and child labour

The City has a Social Procurement Framework and Sustainable Procurement Action Plan that guides its Sustainable Procurement Program.

The Social Procurement Framework was adopted by Council in January 2022.

The Sustainable Procurement Action Plan was adopted by Council in July 2022.

The City has adopted a model which promotes a comprehensive approach to sustainable procurement that addresses supply chain opportunities across four pillars:

1. Environmental
2. Ethical
3. Social
4. Indigenous

The Social Procurement Framework and Sustainable Procurement Action Plan include the ethical pillar which involves reducing ‘sweatshop labour’ by setting recognized minimum workplace standards for suppliers and subcontractors throughout the global supply chain.

This may involve assessing compliance with International Labour Organization conventions against child labour, forced labour, and employment discrimination.

Inclusion in Bid Documents

To work towards the goal set out above, the City includes an “Unfair Labour Practices” clause in all public bid solicitation documents.

The clause was developed to help prevent both forced labour and child labour, and is included in all bid solicitation templates as a mandatory clause that cannot be removed.

The clause is as follows:

Unfair Labour Practices

- B1.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in [United Nations Universal Declaration of Human Rights \(UDHR\)](#) and [International Labour Organization \(ILO\)](#) conventions as ratified by Canada.
- B1.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- B1.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- B1.4 Failure to provide the evidence required under D7.3, may be determined to be an event of default in accordance with C16.
- B1.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing (“Unfair Labour Practice Penalty”). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- B1.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor’s violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City’s reputation in the eyes of the public as a result of same.
- B1.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D7.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- B1.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

Part of the Sustainable Procurement Action Plan’s three-year implementation plan includes the creation of a Supplier Code of Conduct, which is being developed in 2024.

The City also developed a Social Value Menu that includes a list of countries and goods that may be of risk to forced labour and child labour. This social value menu resource is available for employees to review. The US resource can also be found at: [List of Goods Produced by Child Labor or Forced Labor | U.S. Department of Labor \(dol.gov\)](#)

Source: US Department of Labor, List of Goods Produced by Child Labour or Forced Labour

Fair Trade Town

The City achieved a Fair Trade Town designation.

In committing to this designation, the City serves only Fair Trade certified coffee, tea, and sugar at municipally-owned and operated venues.

Further, wherever coffee, tea, and sugar are purchased using public funds, efforts must be made to ensure the products are Fair Trade certified.

The Fair Trade movement continues to resonate as a credible means of fostering a fair and sustainable return on labor and investment and environmentally sound agricultural practices in commodities such as coffee, tea, sugar, chocolate, and bananas.

Fair Trade also advocates against the use of child labour and forced labour in agricultural supply chains.

C. The parts of our business and supply chains that carry a risk of forced labour and child labour being used and the steps taken to assess and manage that risk

No measures have been taken to map supply chains to date.

D. Measures taken to remediate any forced labour or child labour

No additional measures have been taken to remediate forced labour or child labour in activities and supply chains outside of the previously noted procurement clauses.

E. Measures taken to remediate the loss of income to the most vulnerable families that results from any measure taken to eliminate the use of forced labour or child labour in our activities and supply chains

No measures have been taken yet to measure the effectiveness of the procurement clauses intended to remediate the loss of income to the most vulnerable peoples, or to eliminate the use of forced/child labour in the City's supply chains.

F. Training provided to employees on forced labour and child labour

No training was provided to employees on forced labour and child labour.

G. How we assess our effectiveness in ensuring that forced labour and child labour are not being used in our business and supply chains

No actions have been taken yet to assess the effectiveness of the procurement clauses intended to prevent and reduce risks of forced labour and child labour in activities and supply chains.

City Contact Information

Information on the City of Winnipeg is available at winnipeg.ca

Inquiries may also be directed to 311 | Outside of Winnipeg: 1-877-311-4974



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