

Code of Conduct

Minimum sustainability requirements

1. Introduction

HUS is a joint municipal authority owned by 24 municipalities. HUS Logistics is one of HUS non-medical care related support services. The goal of HUS Logistics is to be the most successful provider of healthcare and procurement services and a pioneer in its field. HUS Logistics aims to promote environmental and social sustainability through its procurement.

According to the UN Guiding Principles on Business and Human Rights¹ and OECD Guidelines², business enterprises should respect human rights. This means that they should avoid infringing on the human rights of others and address adverse human rights impacts with which they are involved. The responsibility to respect human rights requires that business enterprises:

- avoid causing or contributing to adverse human rights impacts through their own activities, and address such impacts when they occur;
- seek to prevent or mitigate adverse human rights impacts that are directly linked to their operations, products or services by their business relationships, even if they have not contributed to those impacts.

Our contact suppliers (hereinafter referred to as the “Supplier”) must commit to this Code of Conduct and ensure that the minimum requirements set forth in this document are met in their own operations and in their supply chains. The contract between HUS Logistics and the Supplier is hereinafter referred to as the “Contract” or “Main Contract”.

In this Code of Conduct, the requirements related to the supply chain are highlighted by referring to an “Employer”. “Employer” also means the Supplier in its capacity as an employer.

All operations as well as collaboration with HUS Logistics and its customers must be based on dialogue and be open and transparent.

2. Requirements

This Code of Conduct is based on internationally recognized human rights, expressed in for example

- the UN Universal Declaration of Human Rights (1948)
- International Labour Organization’s fundamental Conventions (nos. 29, 87, 98, 100, 105, 111, 138, 182)
- the UN Convention on the Rights of the Child, article 32

¹ https://tem.fi/documents/1410877/2870803/GuidingPrinciplesBusinessHR_EN.pdf/cd706760-e971-4793-a50b-ab3eca50efbf/GuidingPrinciplesBusinessHR_EN.pdf.pdf

² https://tem.fi/documents/1410877/2870803/OECD+quidelines_engl.pdf/d27f5da4-f813-4df6-b7c7-9744fc2ff568/OECD+quidelines_engl.pdf.pdf

MALLI - Sairaanhoidopiirien opas vastuullisiin hankintoihin (HUS, 10/2019)

as well as national legislation on the protection of workers and on terms of employment and working conditions valid in the country where the goods and services are produced, including regulations on minimum wage and social security.

In addition, goods and services must be produced in conditions that are in line with the following Conventions:

- Vienna Convention for the Protection of the Ozone Layer and the associated Montreal Protocol on Substances that Deplete the Ozone Layer
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal
- Stockholm Convention on Persistent Organic Pollutants

and environmental legislation valid in the country where the goods or services are produced.

A. Legal compliance

The Supplier shall comply with national legislation valid in the country where the goods or services are produced. Nevertheless, if the requirements set forth in this Code of Conduct go beyond legal obligations of the country of production, the Supplier shall comply with the requirements set forth in this Code of Conduct.

B. Respecting human rights

International standards underlying this section: the UN Universal Declaration of Human Rights. See also the UN Guiding Principles on Business and Human Rights

The Supplier has an obligation to respect and promote human rights in both its own operations and its supply chain.

The Supplier shall ensure that it is not involved, directly or indirectly, in adverse human rights impacts. The Supplier shall not allow adverse human rights impacts, or taking advantage of such impacts, even by companies belonging to its supply chain.

The Supplier shall have procedures in place to identify and address adverse human rights impacts in all its operations, including adverse human rights impacts possibly occurring in its supply chains.

C. Obligations related to terms of employment and working conditions

i. Prohibition of Child Labour

International standards underlying this section: ILO nos. 138 and 182. See also the UN Convention on the Rights of the Child, article 32

Child labour is prohibited. Children shall not be engaged in work that interferes with the child's schooling or is harmful to the child's health or development.

The age for admission to employment shall not be less than the age of completion of compulsory education and, in any case, not less than 15 years. Children above the age of 15

MALLI - Sairaanhoidopiirien opas vastuullisiin hankintoihin (HUS, 10/2019)

but under the age of 18 may only be engaged in tasks which by their nature or the circumstances in which they are carried out, do not jeopardize the child's health, safety or morals. Children under the age of 18 shall not be engaged in night shifts or overtime work.

If child labour is detected, the Supplier shall ensure that the situation is handled appropriately so that the best interests of the child are observed in cooperation with the Employer, the child and his or her family, and with other parties as the situation necessitates.

ii. Prohibition of Forced Labour

International standards underlying this section: ILO nos. 29 and 105

Forced labour is prohibited. Forced labour refers to all work or service which is exacted from any person under the threat of a penalty and for which the person has not offered himself or herself voluntarily. Forced labour can be identified using ILO indicators of forced labour³.

Involuntary prison labour is also prohibited. All employment shall be freely chosen and the employee shall always have the right to terminate employment following a reasonable term of notice.

A written employment contract shall be concluded with the employee in a language that the employee understands.

Employers or recruitment/placement agents shall not retain or otherwise hide, confiscate or destroy documents confirming the employee's identity or right of residency, such as identity documents, passports or work permits, or prevent the employee's access to such documents, unless required by national legislation. In such circumstances, the documents shall be returned to the employee without a delay.

Employees shall not be required to pay Employers, recruitment/placement agents or other parties any fees related to recruitment or placement, such as recruitment fees. If such payments are discovered, any payments made by the employee shall be reimbursed.

iii. Prohibition of discrimination and harassment

International standards underlying this section: ILO nos. 100 and 111

Discrimination on the basis of race, colour, gender, marital status, pregnancy, religion, social or ethnic origin, citizenship, physical characteristics, age, political opinions, trade union membership or sexual orientation as well as any other discrimination, is prohibited.

Discrimination refers to any differentiated treatment of persons, such as separation, ostracism, or favourable treatment not based on the requirements or nature of work tasks but implying unequal treatment due to bias.

The Supplier shall promote diversity and equal opportunity. Where necessary, discriminated groups shall be supported by positive discrimination.

³ https://www.ilo.org/wcmsp5/groups/public/---ed_norm/---declaration/documents/publication/wcms_203832.pdf

Harassment and intimidation of employees is prohibited. Harassment and intimidation refer to any inhumane treatment of employees, including sexual harassment and abuse, corporal punishment, mental or physical coercion or intimidation, and the threat of such treatment.

iv. Freedom of association

International standards underlying this section: ILO nos. 87 and 98

The Supplier shall respect employees' right to freedom of association, and the right of all employees to join or not join trade unions of their choosing and bargain collectively.

The Employer shall also respect employees' right to freedom of association and bargain collectively. The Employer shall inform employees of this right. In countries where the freedom of association is not fully recognised, the Employer shall promote procedures which enable the employees, or their freely chosen representatives, and the management of the organisation to meet and hold negotiations on salary and working conditions without fear of repercussions.

v. Salary and hours of work

International standards underlying this section: see ILO nos. 26 and 131

Salary shall be paid directly to the employee within the agreed upon timeframe and in full. Deductions for disciplinary measures shall not be permitted nor shall any deductions not provided for by national law be permitted. When salary is paid, the employee must be provided with a written payslip or a similar document allowing the correctness of the salary payment to be confirmed.

The salary paid to the employees must be a living wage, sufficient to cover the basic needs of the employee and his or her family. The salary paid to employees must not in any circumstances be lower than the applicable national minimum wage or collective agreement, whichever is higher.

Working overtime shall be voluntary. Employees must be paid overtime compensation in line with national legislation, the industry practice or the applicable collective agreement, whichever is higher. Overtime compensation must be clearly indicated in the payslip.

Employees shall have at least one day of rest per each seven-day period. The number of working hours shall not exceed 60 hours per week or the maximum number indicated in national legislation, inclusive of overtime. The limit of total hours may only be exceeded in case of an accident, actual or threatened, or in case of "force majeure", or in case of urgent maintenance or repairs but only so far as may be necessary to avoid serious interference with the ordinary working on the employer.

vi. Safe and healthy working environment

International standards underlying this section: see ILO nos. 155, 161 and 170

The work environment shall be safe and healthy for employees. This means that the employees must not be exposed to conditions that may jeopardise the employee's physical

MALLI - Sairaanhoidopiirien opas vastuullisiin hankintoihin (HUS, 10/2019)

or mental health and that the Employer must ensure that the employee is appropriately protected against such types of exposure. It is the Employer's responsibility to protect employees also from occupational health risks arising from non-physical factors. Such risks can relate, for example, to burnout or work-related stress.

The Employer shall prevent, monitor and report the occurrence of work-related accidents, near misses, health risks and illnesses. Employees are encouraged to report accidents and illnesses, near misses, health risks and potential hazards.

Exposures and hazards shall be identified and monitored and their impacts prevented. The Employer must identify potential emergency situations and prepare the necessary plans and guidelines with the purpose of minimising adverse impacts on employees and production. After being informed of potential exposures and hazards, the Employer must take immediate corrective action. Machines and tools must be equipped with appropriate safety mechanisms and guards. Facilities must have fire detectors or a similar fire alarm system.

Emergency exits must be clearly indicated and not be locked or blocked. Regular evacuation drills must be organised. Fire alarm systems must be tested regularly.

Training must be provided to employees concerning work procedures, risks and their prevention, including fire safety, hazardous work tasks and first aid. Adequate protective equipment must be provided to employees. The Employer must ensure that employees have easy access to information related to occupational health and safety.

Employees must have access to adequate occupational health care.

vii. Protection of the environment

In manufacturing goods and providing services, the procedures laid down in the Vienna Convention and the Montreal Protocol, the Basel Convention and the Stockholm Convention referred to above under Requirements as well as national environmental legislation must be complied with.

The Supplier shall ensure that the goods and services it sells are produced in an environmentally responsible manner. The Supplier measures and monitors the environmental impact of its operations and its supply chain and strives to continuously improve the environmental sustainability of its operations and reduce the consumption of materials and the production of waste. The Supplier aims at the environmental impact assessment that covers the entire lifecycle of the goods and services it provides and sets environmental sustainability requirements also for its supply chain.

viii. Anti-corruption

International standards underlying this paragraph: the UN Convention against Corruption

The Supplier shall not, directly or indirectly, offer a payment or other compensation to acquire or retain business or to acquire unjustified advantage in its operations.

MALLI - Sairaanhoidopiirien opas vastuullisiin hankintoihin (HUS, 10/2019)

The Supplier shall not, directly or indirectly, ask or accept a payment or other compensation from a third party, if this can affect the objectivity of the Supplier's business decisions.

3. Final provisions

Compliance

Transparency of the supply chain is required to guarantee compliance with this Code of Conduct. HUS Logistics may, for this purpose, request the Supplier to provide reports and documents, take corrective actions and report on their implementation. HUS Logistics may audit the Supplier and/or its suppliers in accordance with the terms of the Main Contract.

The Supplier shall ensure, by contracts, that the requirements set forth in this Code of Conduct and Contract terms, are complied with in both its own operations and its supply chain.

Non-compliance reporting

Non-compliance with this Code of Conduct may be reported to HUS Logistics as follows:

By email: logistiikka.asiakaspalvelu@hus.fi