

MINUTES

The meeting convened at 7:06 pm with Chairperson Steve Freedkin presiding.

ROLL CALL

Present: Diana Bohn, Elliot Cohen, Steve Freedkin, Peter Kafin, Mark McDonald, Bob Meola, Thom Seaton, Michael Sherman, PhoeBe ANNE sorgen, Anne Wagley

Absent: Jane Litman, Megan Winkelman

LOA: Donald Brody, Jonathan Wornick

Members of
the Public: 15

ANNOUNCEMENT

The Commission honored out-going Commissioner Anne Wagley, former Commission chair and vice-chair, for her years of dedicated service for peace and justice.

COMMENTS FROM THE PUBLIC

- Scott Braley, Committee to Free the SF 8: Resolution on SF 8
- Gene B. Herman, Progressive Democrats East Bay: Petition for an International Conference for Israeli-Palestinian Peace
- Pat Mullan: Public Commons for Everyone Initiative
- Bonnie Hughes: Public Commons for Everyone Initiative
- Carol Denney, Pepper Spray Times: Public Commons for Everyone Initiative
- Edith Monk Hallberg, Commission on Labor: Public Commons for Everyone Initiative
- Dolores Helman, Brit-Tzedek: Petition for an International Conference for Israeli-Palestinian Peace
- Mugg Muggles: Newest attempt @ anti-begging ordinance
- Joseph: Public Commons for Everyone Initiative
- Isiah Satchell: Public Commons for Everyone Initiative
- Anna Lisa Smoker: Help the Homeless

ACTION ON MINUTES

M/S/C (Meola/Kafin) to approve the minutes from the regular meeting of September 10, 2007.
Ayes: Bohn, Freedkin, Kafin, McDonald, Meola, Sherman, Wagley; **Noes:** None; **Abstain:** Cohen, Seaton, sorgen; **Absent:** Litman, Winkelman.

Commissioners Cohen and Seaton abstained because they were not present at the September meeting, and Commissioner sorgen abstained because she did not have a chance to review the revised minutes.

ACTIONS TAKEN

Public Commons for Everyone

M/S/C (Cohen/Wagley) that the Peace & Justice Commission finds that there are adequate laws on the books to address true threats to public health and safety, and opposes the passing of the Public Commons for Everyone Initiative and other efforts as selective enforcement which serve

to penalize poverty. **Ayes:** Bohn, Cohen, Freedkin, Kafin, McDonald, Meola, sorgen, Wagley; **Noes:** None; **Abstain:** Sherman, Seaton; **Absent:** Litman, Winkelman.

Commissioners Sherman and Seaton abstained because they felt the Initiative is a work-in-progress and important to hear comments from others before taking any action.

M/S/F (*Meola/Seaton*) to table the motion on the Public Commons for Everyone Initiative. **Ayes:** Meola, Seaton; **Noes:** Bohn, Cohen, McDonald, Sherman, sorgen, Wagley; **Abstain:** Freedkin, Kafin; **Absent:** Litman, Winkelman.

Commissioner Kafin abstained because it is unclear to him that the process of modifying the Initiative is sufficiently closed to the kind of revisions that would make it more acceptable to the Commission's concerns.

Sweat-Free Procurement Ordinance

M/S/C (*Bohn/Freedkin*) to endorse the draft Sweat-Free Procurement Ordinance (Attachment 1) received from the Commission on Labor. **Ayes:** Unanimous; **Absent:** Litman, Winkelman.

Free the San Francisco 8

M/S/C (*Meola/Cohen*) recommending that Council adopt a Resolution (Attachment 2) endorsing the cry of people demanding justice by stating publicly that in the interest of justice, Jerry Brown, Attorney General of the State of California, should dismiss all of the charges against the San Francisco 8. **Ayes:** Bohn, Cohen, Freedkin, Kafin, McDonald, Meola, Sherman, sorgen, Wagley; **Noes:** Seaton; **Abstain:** None; **Absent:** Litman, Winkelman.

Political Situation in Myanmar/Burma

M/S/C (*Freedkin/Seaton*) recommending that Council adopt a Resolution (Attachment 3) urging the government of Myanmar/Burma to immediately cease the use of violence in suppression of nonviolent protests by its citizens, cease the detention of political prisoners and release those currently held, restore communications within and outside of the country including telephone, cellular, and Internet services, and enter into sincere negotiations with leaders of the movement for democracy and human rights in Myanmar/Burma. **Ayes:** Bohn, Freedkin, Kafin, McDonald, Meola, Seaton, Sherman, sorgen, Wagley; **Noes:** None; **Abstain:** Cohen; **Absent:** Litman, Winkelman.

Commissioner Cohen abstained because he felt it was important to clarify that the resolution does not constitute a call for the United States government to use military pressure.

Jubilee Act of 2007 (H.R. 2634)

M/S/C (*Bohn/Sherman*) recommending that Council adopt a Resolution (Attachment 4) urges the United States government to pass the Jubilee Act of 2007 (H.R. 2634), and commence efforts to obtain agreements from the international financial institutions to cancel all debts owed to them by impoverished countries. **Ayes:** Unanimous; **Absent:** Litman, Winkelman.

NOTE: On October 16, 2007, Senator Robert Casey [PA] introduced S.2166, a bill to provide for greater responsibility in lending and expanded cancellation of debts owed to the United States and the international financial institutions by low-income countries, and for other purposes. The

bill was referred to the Committee on Foreign Relations. On October 22, 2007, Senator Barbara Boxer [CA] signed on as a cosponsor to S.2166.

NEXT MEETING

The next regular meeting will be on Monday, November 5, 2007 at 7:00 p.m. in the North Berkeley Senior Center with a deadline of Thursday, October 25, 2007 for submission of agenda items and materials for the November agenda packet. Dates are subject to change, please contact the Commission Secretary to confirm.

The meeting was adjourned at 9:58 p.m.

Respectfully Submitted,

Manuel Hector Jr., Secretary
Peace & Justice Commission

Attachments

ATTACHMENT 1

Sweatshop-Free Procurement Ordinance for the City of Berkeley

I. Purpose

The City of Berkeley finds that:

The City of Berkeley spends approximately \$90 million per year in public funds on goods, including garments, uniforms, materials and other equipment, and supplies and services provided by private vendors and manufacturers.

The City of Berkeley recognizes a public interest in avoiding subsidies to vendors and contractors who maintain sweatshop working conditions, including below-subsistence wages, excessively long working hours, unhealthy and unsafe working environments, child, indentured, and prison labor, disregard for local and international labor laws and workplace regulations; disregard for fundamental women's rights, and repression of workers' rights to assemble and bargain collectively.

In its role as a market participant, the City of Berkeley seeks to assure that the integrity of the procurement process is not undermined by vendors and contractors who engage in sweatshop practices. Contractors who use sweatshop labor are able to underbid responsible contractors who pay fair wages and maintain humane work environments and conditions. Such practices place responsible contractors at a competitive disadvantage, which may dissuade them from participating in the City of Berkeley's procurement process.

The City of Berkeley must be cognizant of the working conditions it may support by its actions as a market participant. Better working conditions assure consistently better quality goods for the City of Berkeley, by assuring fewer disruptions in the workplace due to workers' grievances, fewer absences due to illnesses, less fatigue and fewer workplace injuries, less turnover of workers, and greater incentive to perform.

The City of Berkeley recognizes the rights of its citizens to information about working conditions and choice with regard to the expenditure of its tax money.

As a participant in the marketplace, the City of Berkeley seeks to protect the interests of local citizens, workers, and businesses by exercising its sovereignty to establish a "sweatshop-free" procurement policy and Code of Conduct that ensures that items of apparel, garments and corresponding accessories, and other equipment, materials, supplies, and services procured by the City of Berkeley, its agencies, or its employees through contracts, purchase orders, or voucher programs, be produced in workplaces free of sweatshop conditions.

The City of Berkeley has an interest in providing incentives for responsible vendors and contractors.

II. Scope, Phase-In, and Reporting

This policy applies to the procurement and laundering of apparel, garments, and corresponding accessories, and the procurement of equipment, materials, and other supplies for the City of Berkeley, for vendors whose contracts with the City total more than \$10,000 per fiscal year. Procurement includes contract, purchase, rental, lease, and any other acquisition for City of Berkeley use. The policy shall be phased in as set forth below:

A. During the first full fiscal year after the effective date of this ordinance, the City shall target for enforcement Contracts for apparel and garments. Agreements for other goods and services shall be targeted for enforcement in accordance with the following:

1. No later than 120 days after the end of the first full fiscal year after the effective date of this ordinance and annually thereafter, Procurement Department of the City of Berkeley shall report to the Commission on Labor on the status of enforcement regarding apparel, garments, and corresponding accessories, and recommendations for subsequent enforcement for other goods and services. Once the Commission on Labor receives this report, the Commission shall have a maximum of one hundred twenty (120) days to submit a report, in consultation with the Procurement Department of the City of Berkeley, to the City Council with recommendations for additional goods and services to be included under the provisions of this Chapter.
2. The report from Commission on Labor to the City Council shall include if available, but not be limited to: (a) the amount the City has spent and anticipates spending for relevant goods and services, (b) evidence of

Sweatshop Labor or other conditions prohibited by this Chapter found among City vendors; (c) any financial impact that targeting the goods or services for enforcement will have on the City; and (d) any exemptions made by the City of Berkeley Procurement Department in accordance to the provisions of Section X of this Chapter.

III. Definitions

- A. "Contractor" or "vendor" means a person or entity with whom the City of Berkeley has a current procurement relationship, or who bids or proposes to provide goods or services to the City of Berkeley, in an amount greater than \$10,000 per fiscal year. The City may exempt from the provisions of this Chapter any Subcontractor whose contribution does not exceed 10% of any contract in which the subcontractor participates.
- B. "Consortium" means the State and Local Government Sweatfree Consortium.
- C. "Independent Monitor" means an organization or organizations that may be contracted by the Consortium for the purpose of monitoring compliance with this Code along with any such monitoring activity of the Consortium itself. The Independent Monitor is to be an organization and organizations with expertise in monitoring factory working conditions that is not owned or controlled in whole or in part by, and does not obtain any revenue from, any Vendor, Manufacturer, Contractor, or Subcontractor or any other entity that derives its primary income from the sale of any product or service covered by this policy.
- D. "Non-poverty wage" in the U.S. is the level of wages required for a full-time worker to produce an annual income equal to or greater than the United States Department of Health and Human Services' most recent poverty guideline for a family of three plus an additional 20% of the wage level paid either as hourly wages or health benefits. Outside the United States, a non-poverty wage is a comparable nationwide wage and benefit level, adjusted to reflect that country's level of economic development using a factor such as the relative national standard of living index in order to raise a family of three out of poverty.
- E. "Production facility" means the facility that manufactures (including cutting and assembly by weaving, sewing, knitting or felting), finishes, applies marks, warehouses, launders, or engages in any other processes that contribute significantly to the finished apparel and other products.
- F. "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with a Contractor or another Subcontractor for provision of all or some of the goods and services covered by this policy.
- G. "Cut and Run" is when contractors and subcontractors shut down or reduce orders to a production or service facility in order to deny workers their right to freely associate or bargain collectively or in order to escape their responsibilities to take corrective action following the determination of a violation of this chapter.
- H. "Worker" means those workers engaged in the production of the goods or services covered by this policy.

IV. Prohibition of Sweatshop Conditions

Preferences in bidding or contract renewal will be granted to those vendors and contractors that adhere to or exceed the following Sweatshop-free Code of Conduct and require their subcontractors to do the same.

- A. Legal Requirements. Production facilities shall comply with all applicable domestic labor, employment, health and safety, environmental, and building laws, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- B. Wages and Benefits. Production facilities shall pay wages that meet the higher standard of (a) the legal minimum wage; (b) the prevailing wage in the industry in the country of production; or (c) a non-poverty wage as defined in Section III (D).
- C. Wage and Hour Records. Production facilities shall maintain verifiable wage and hour records for each production worker. Such records shall include the following for each production worker: (a) name and job classification; (b) a general description of the work the worker performed each day and the rate of pay (including

rates of contributions for, or costs assumed to provide fringe benefits); (c) the daily and weekly number of hours worked; (d) deductions made; and (e) actual wages paid.

- D. Working Hours Production facilities shall not require hourly and quota-based workers to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Contractors shall provide at least one day off in every seven-day period, as well as holidays and vacations.
- E. Overtime Compensation. Production facilities shall ensure that all hours worked beyond the limits on working hours established in Section IV D are voluntary, except when each of the following conditions exist: a) national law permits mandatory overtime; b) the facility is party to a collectively negotiated contract with a representative labor union and this contract permits mandatory overtime, and; c) mandatory overtime does not exceed the amount allowed by the collective contract. In addition to their compensation for regular hours of work, hourly and quota-based workers shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those locations where such laws do not exist, at a rate at least one-and-one-half their regular hourly compensation rate.
- F. Discrimination. Production facilities shall not discriminate in employment - including in hiring, salary, benefits, advancement, discipline, termination, retirement, or any other term or condition of employment or employer practice - on the basis of gender (including pregnancy), race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
- G. Harassment and Abuse. Production facilities shall not harass or abuse workers sexually, psychologically, or verbally, or use corporal punishment.
- H. Women's Rights. Production facilities shall not require pregnancy tests as a condition of employment, nor demand pregnancy tests of employees. Women workers shall receive equal remuneration, including equal pay, benefits, treatment, and opportunity to fill positions open to male workers.
- I. Just Cause Termination. Production facilities shall not terminate workers without just cause. Contractors shall provide for a mediation or grievance process to resolve workplace disputes. For production in the United States such disputes are limited to those not regulated by the National Labor Relations Board.
- J. Cut and Run. Contractors, Subcontractors, or production facilities shall not shut down or reduce orders to a production facility in order to deny workers any right or standard protected by this Code, including their right to freely associate.
- K. Freedom of Association. Production facilities shall respect workers' rights to freedom of association, collective bargaining, striking or other concerted protest, and filing of grievances. Production facilities or any of its agents shall not retaliate against, intimidate, coerce, harass, or take any other adverse action against workers for exercising these rights. Production facilities or any of its agents shall not initiate, dominate, or support organizations in which workers participate or are represented. Production facilities shall allow union organizers free access to workers and shall recognize the union of the workers' choice. Examples of steps production facilities may take that demonstrate commitment to freedom of association include:
 - 1. Communicating to the workforce the facility's openness to workers' exercise of their associational rights.
 - 2. Negotiating in good faith with any union or other representative worker body duly constituted by workers.
 - 3. Implementing effective procedures and training programs to safeguard workers against retaliation, intimidation, coercion, harassment or other adverse action by managers, supervisors, and co-workers.
 - 4. Remaining strictly neutral on the matter of workers' choice to unionize or not unionize. That is, employers shall not campaign in any way against or in favor of workers' efforts to unionize. However, employers are not barred from stating that workers have a right to unionize, in the exercise of their freedom of association
- L. Complaints of Code Violations. Production facilities shall not engage in any reprisal, coercion, intimidation or take any other adverse action against workers for filing complaints, giving evidence, or otherwise cooperating with monitoring, enforcement, remediation or other activity by the Consortium or its members,

the Independent Monitor, any government agency, or other entity authorized to enforce the employers' obligations under this Code.

VI. Requirements – Contractor Affidavits, Public Records and Reporting

- A. Refusal to Contract. The City of Berkeley shall not enter into contracts with a Contractor if (a) based on information submitted by the Consortium, its Independent Monitor, or other Employees or agents authorized to assist in the implementation, administration, or enforcement of this Chapter, the City of Berkeley finds the Contractor or one of its Subcontractors violates any requirement enumerated in this Code and that the Contractor or Subcontractor refuses or fails to expeditiously remedy the violation; or (b) the Contractor fails to submit the information required in the affidavit described in Section VI (B). However, while **the Consortium is not deemed fully operational, the City of Berkeley shall have the option to contract** with a non-compliant bidder according to the requirements in Section IX if the City of Berkeley receives no bids or proposals that are fully compliant with the provisions of this Chapter.
- B. Affidavits. After final award of a contract for production of goods or provision of services covered by this Chapter, the Contractor or Vendor must submit affidavits that include the information set forth in Sections VI B. 1., 2., 3., 4., 5., and 6. to the City of Berkeley Procurement Department. To ensure public access and confidence **the City of Berkeley shall provide a link from the website of the Berkeley Commission on Labor to any such affidavits that are made available**. The information shall include:
1. The names, addresses, phone number, and, **where possible**, contact persons of each production facility involved in the production of goods or provision of services.
 2. Where possible, the names, addresses, and where possible, contact persons, and phone numbers of any agent or parent company of each facility involved in the production of goods or provision of services
 3. The amount to be paid each Subcontractor. Amounts to be paid Subcontractors may be reported in increments. This information shall be updated in writing to show changes in the amount to be paid any Subcontractor or amounts to be paid Subcontractors during a fiscal year that have been added after submittal of the most recent statement to the City of Berkeley Procurement Department.
 4. The names of any association or organization in which workers participate or are represented for purposes of collective bargaining in the facilities. The City of Berkeley Procurement Department may also request to be furnished with copies of any current collective bargaining agreements covering workers in the facilities.
 5. A statement by the Contractor indicating the following:
 - a. The Contractor understands that it and its Subcontractors are obligated to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV;
 - b. The Contractor and Subcontractors understand their obligation to conduct their business operations in a way that facilitates the achievement and maintenance of compliance by production facilities, as enumerated in Section VII below.
 - c. The Contractor and Subcontractors understands that if the City of Berkeley, the Consortium, and/or its Independent Monitor find any of its or its Subcontractors' production facilities to be out of compliance with any of the provisions of Section IV, and the facility fails to remedy the non-compliance within a time period specified by the City of Berkeley, the Consortium, and/or its Independent Monitor, the Contractor and/or Subcontractors will be deemed out of compliance with the sweatfree code of conduct as defined in Section IV.
 - d. The Contractor or Subcontractor, as applicable, has furnished a copy of this sweatfree code of conduct to each covered production facility.
 6. A statement by the Contractor indicating the following:

- a. As to each covered production facility, the facility's current compliance or non-compliance with each requirement of Section IV-A through IV-L.
 - b. For each non-compliance indicated in the previous provision (Section VI-A (6) (a)), a plan of corrective action indicating the steps to be taken to remedy the non-compliance, and the time period within which each step will be taken. This plan of corrective action in no way replaces or limits the Consortium's and/or its Independent Monitor's authority and responsibility to formulate remediation plans under Section VIII of this Chapter or to take any other action set forth in this policy.
 - c. Agreement that, following the awarding of a contract, as to each remedial step indicated in the previous provision (Section VI-A (6)(b)), a statement shall be submitted indicating whether the step has been taken and the non-compliance remedied, at the time the step is taken. If no such statement is filed by the time indicated in the corrective action plan, it shall be presumed that the facility has failed to implement the step by that time. Fulfillment of this requirement shall not exempt the Contractor or Subcontractor from its responsibility to cooperate with worksite investigations of the Consortium and/or its Independent Monitor or to take remedial action required by the City of Berkeley, the Consortium, or the Independent Monitor as stipulated in Section VIII-E.
7. Any other information deemed necessary by the City of Berkeley Procurement Department for the administration and enforcement of this policy.
- C. Updated Information. If any information provided by the Contractor or Subcontractor pursuant to this section changes during the specified time period of the contract, the Contractor shall submit or cause to be submitted to the City of Berkeley Procurement Department affidavits with the updated information.
- D. Certified Payroll Records. Each Contractor and Subcontractor shall maintain weekly certified payroll records from each of their applicable production or service facilities for submission to the City of Berkeley upon demand. The Contractor shall be responsible for submitting the payroll records of its Subcontractors and their facilities, although Subcontractors shall submit such records directly to the City of Berkeley upon request. All certified payroll records shall be accompanied by a statement signed by the Contractor, or Subcontractor if requested by the City of Berkeley to submit the records, stating that the records are complete and correct.

VII. Verification and Compliance

- A. It shall be the responsibility of Contractors to ensure compliance with the sweatfree code of conduct as defined in Section IV of this Chapter in all production facilities. Contractors and Subcontractors must establish and implement managerial systems, rules, procedures, and audits sufficient to effectively ensure such compliance. Contractors and Subcontractors must also ensure that prices paid to production facilities for goods or services are sufficient to enable the facility to meet the costs of compliance with this Code; that dates for delivery of products or provision of services and other logistical requirements imposed on Subcontractors do not induce violations of hours, overtime, or other provisions of this Code; and that the Contractor's relationship with Subcontractors is sufficiently stable to enable the Subcontractors to fully comply with this Code.
- B. Refusal of a Contractor, Subcontractor, or production facility to permit monitoring by, or to cooperate fully in the monitoring process of, the Consortium and/or its Independent Monitor shall result in disqualification for bidding, in termination of a contract, or in other sanctions enumerated in VIII (F) of this Chapter.
- C. Each Contractor and Subcontractor shall cooperate fully with any investigation of the City of Berkeley Procurement Department, the Consortium, its Independent Monitor, and other City of Berkeley Employees and agents authorized to assist in the implementation, administration or enforcement of this Chapter. Such persons or entities shall, in the performance of their duties, have the right to engage in unannounced inspections of any worksite where the contract or any subcontract is performed, interview any manager, supervisor, or worker, and view and copy any document that is relevant to the inspection or other activity of the City of Berkeley, the Consortium and/or its Independent Monitor.

- D. The City of Berkeley shall join the State and Local Government Sweatfree Consortium in order to work together with other public entities for the purpose of ensuring the most effective enforcement of the labor standards enumerated in Section IV of this Chapter.
- E. The Berkeley Commission on Labor shall assist in the implementation and enforcement of this Chapter in the following manner.
 - 1. Receiving and assessing evidence of Bidders', Contractors', and Subcontractors' non-compliance with the Sweatfree Code of Conduct from the Consortium, its Independent Monitor, workers, labor unions, governments, businesses, non-government organizations, or human rights advocates.
 - 2. Providing advice on bidding guidelines, dissemination of information to Workers, and collaboration with other public entities.
 - 3. Evaluating the implementation of this Chapter.
 - 4. Assisting in evaluating industries engaged in manufacture and sale of goods other than apparel and garments to determine whether procurement of goods, in addition to apparel and garments, should be subject to this Chapter. To determine whether a particular good shall be targeted for enforcement, the factors that the Commission on Labor shall consider shall include, but not be limited to: (a) the amount the City of Berkeley has spent and anticipates spending for such good; (b) evidence of sweatshop labor or other conditions prohibited by this Chapter in the manufacturing, assemblage or distribution of such good; and (c) any financial impact that targeting the good for enforcement will have on the City of Berkeley.
- F. Monitoring Reports. The independent monitor shall be asked to submit or cause to be submitted annual public reports documenting internal working condition monitoring programs and their results, external audits if available, problems discovered, and corrective action plans.

VIII. Violations and Enforcement

- A. Complaints. Any person may complain that the sweatfree code of conduct of this Chapter is being violated. The City of Berkeley, the Consortium, and/or its Independent Monitor shall receive complaints and investigate the merits of each complaint. At the request of the party submitting the complaint, or when deemed necessary by the City of Berkeley, the Consortium, and/or its Independent Monitor in cases where the complainant has not explicitly so requested, the City of Berkeley agrees to keep confidential the name and contact information of the complainant.
- B. Ongoing Monitoring. The City of Berkeley, the Consortium, and/or its Independent Monitor may also conduct proactive, ongoing monitoring for compliance with this Code. When information gathered in the course of ongoing monitoring indicates a likelihood of non-compliance by an applicable facility, City of Berkeley, the Consortium, and/or its Independent Monitor shall initiate an investigation.
- C. Investigations and Monitoring. Investigations and monitoring under Sections VIII-A and VIII-B may include but are not limited to confidential interviews with workers, conducted outside of the workplace; interviews with local non-governmental organizations or labor unions; ongoing monitoring of local media and government reports regarding labor conditions at the production facilities; physical inspection of production facilities; and interviews with management or supervisors.
- D. Access to Factories. Any Contractor or Subcontractor shall provide the City of Berkeley, the Consortium, and/or its Independent Monitor, upon request, timely access to the facility or operation where the violation or alleged violation has occurred for an inspection of the facility, inspection and copying of all relevant documents, interviews with managers, supervisors, workers and other personnel, or other activity of the City of Berkeley, the Consortium, and/or its Independent Monitor.
- E. Remediation. Upon determination of a violation of the sweatfree code of conduct at a production facility of a Contractor or its supplier, including all Subcontractors, the City of Berkeley, the Consortium, and/or its Independent Monitor, the Contractor, and relevant Subcontractors shall consult for the purpose of agreeing to a

remediation plan. However, in the event of disagreement about a remediation plan, the Contractor and Subcontractors shall not have authority to veto the remediation plan formulated by the City of Berkeley, the Consortium, and/or its Independent Monitor, which retains ultimate authority in the matter. The intention is for the situation to be corrected in order to comply with the sweatfree code of conduct. Corrective action includes all steps necessary to correct the violations, including, but not limited to:

1. Paying back wages to workers who made manufactured products or provided services supplied to the City of Berkeley.
2. Reinstating any worker who has been unlawfully dismissed.
3. Training on worker rights and best practices education for managers and workers at the facility or operation where the violation occurred to ensure future compliance. Any such training and education shall be at the expense of the Contractor or Subcontractor. Upon request by the City of Berkeley, the Consortium, and/or its Independent Monitor, the Contractor or Subcontractor shall submit such materials for training and education for the [public entity's], the Consortium's, and/or its Independent Monitor's review and approval prior to distribution to managers and workers.

- F. Follow-up monitoring. After formulating a remediation plan, the City of Berkeley, the Consortium, and/or its Independent Monitor may, as they see fit, engage in any follow-up inspections, monitoring, interviews, and viewing and copying of documents, to ensure that the Contractor or Subcontractor implements the remediation plan in a timely manner. The City of Berkeley, the Consortium, and/or its Independent Monitor may collaborate with the Contractor or Subcontractor to solve problems encountered in remediation and to ensure that remediation is complete and sustainable.
- G. Sanctions. The City of Berkeley may impose sanctions if it, the Consortium, and/or its Independent Monitor finds (a) that the Contractor or one of its Subcontractors violates any requirement enumerated in this Code and (b) that the Contractor or Subcontractor refuses or fails to expeditiously remedy the violation. As sanctions, the Procurement Department of the City of Berkeley may, at its discretion, terminate the contract without notice and without liability for unpaid amounts that otherwise would have been payable, impose a monetary penalty not to exceed \$500 for each violation, or remove the Contractor from the bidder's list for a period of one year, in accordance with the Charter of the City of Berkeley and/or relevant ordinance in effect.

IX. Exemptions

- A. Requests for Exemption: Published, Submitted to Commission on Labor. The City of Berkeley Procurement Department may choose to grant an exemption to the provisions of this ordinance with respect to a specific contract with a specific vendor, for a specific good or service, or for a type of good or service. In this event, the City of Berkeley Procurement Department shall inform the Secretary of the City of Berkeley Commission on Labor.
1. Expedited Requests for Exemption: If procurement for a good or goods is required with a shorter time-frame than specified above, and procuring the goods is in the best interest of the city, the City may execute the procurement and shall be required to provide a report to the Commission on Labor and the Berkeley City Council with reasons for the expedited procurement. The Commission on Labor may submit comments to the City Council after reviewing the City's rationale.
- B. Reasons for Exemption. The reasons for requesting an exemption must be specified in the request. Reasons may include:
1. An absence of bids or proposals that are fully compliant with the sweatfree code of conduct as defined in Section IV of this Chapter.
 - a. The City of Berkeley may award contracts to bidders or applicants that are most compliant or will be most expeditiously compliant with this Chapter. This exemption from full compliance with this Chapter will expire once the Consortium is deemed to be fully operational. Until the Consortium is deemed to be fully operational, the City of Berkeley Procurement Department will work to assemble a list of fully compliant bidders, which may consist of vendors immediately compliant, and vendors that become fully compliant through the

process defined in paragraph B. Once the Consortium is deemed to be fully operational, it is expected that vendors will be drawn from this fully compliant list.

2. The City of Berkeley, in response to a solicitation for bids or a request for proposals, receives no bids or proposals that are fully compliant with the sweatfree code of conduct as defined in Section IV of this Chapter.

a. Notwithstanding the determination of low bid or highest ranked proposal, the City of Berkeley Procurement Department shall have the authority to determine which bidder or applicant most substantially complies with this Chapter, and award the contract to that bidder or applicant. No contract awarded under this section may exceed one year in term unless the City of Berkeley Procurement Department determines, no later than 6 months prior to the expiration of the original term of the contract, that the Contractor has achieved an additional level of compliance with the terms of this Chapter that warrants exercise of an option to extend the contract for an additional year.

b. A noncompliant Contractor shall provide a plan for corrective action, according to Section VI-B (6), implement the corrective action plan in a timely manner, and provide in a timely manner updated statements accounting for each remedial step that it has taken, according to Section VI-6(c). As provided in Section VI-B (6), the requirements for submission of and follow-up to corrective action plans in no way replace or limit the City of Berkeley's, the Consortium's, or its Independent Monitor's authority and responsibility to formulate remediation plans under Section VIII of this Chapter or to take any other action set forth in this policy, nor exempt the Contractor or Subcontractor from its responsibility to cooperate with the City of Berkeley's, Consortium's, or its Independent Monitor's investigations of worksites or to take remedial action required by the City of Berkeley, the Consortium, and/or its Independent Monitor, as stipulated in Section VIII.

c. In the event no vendor is in full compliance with the provisions of this ordinance, the City of Berkeley Procurement Department may consider partial compliance in order to provide appropriate preference to vendors with significantly better working conditions than others. Regulations implementing this provision shall be drafted by staff in consultation with the Commission on Labor and the Independent Monitor, if any. If the Commission objects to the proposed regulations, the Commission may forward the regulations along with recommended changes to City Council, which may provide direction to the City of Berkeley Procurement Department regarding such regulations.

3. Nothing herein shall remove the City of Berkeley Procurement Department's authority to reject all bids or take any other action within its authority under this Chapter.

C. Additional Guidelines. The City Council may adopt guidelines and restrictions related to exemptions consistent with the provisions of this Section, after such guidelines are submitted to the Commission on Labor and published under the same procedures as provided in this Section regarding Contracts. Such further guidelines and restrictions may, for example, limit which City Departments may execute emergency Contracts under this Section, restrict the types of goods and services that may be included in such emergency Contracts, or in other ways narrow the applicability of these emergency provisions.

X. Preemption

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal law. Nothing in this Chapter shall be interpreted to preempt any law of a political subdivision of the City of Berkeley.

XI. Severability

If any part or provision of this Chapter, or the application of this Chapter to any person or circumstance, is held invalid, the remainder of this Chapter, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue in full force and effect. To this end, the provisions of this Chapter are severable.

ATTACHMENT 2

CALLING FOR JERRY BROWN, ATTORNEY GENERAL OF THE STATE OF CALIFORNIA, TO DISMISS THE CHARGES AGAINST THE SAN FRANCISCO 8

WHEREAS, the Peace and Justice Commission advises the City Council on all matters relating to the City of Berkeley's role in issues of peace and social justice (Berkeley Municipal Code (BMC) Chapter 3.69.070); and

WHEREAS, Herman Bell, Ray Boudreaux, Richard Brown, Henry (Hank) Jones, Jalil Muntaqim (Anthony Bottom), Richard O'Neal, Harold Taylor and Francisco Torres, collectively known as the San Francisco 8, are a group of community activists who have devoted their lives to serving the people and making a difference and are fathers, grandfathers, and even great grandfathers; and

WHEREAS, all of these men were members or associates of the Black Panther Party for Self-Defense, a primary target in the FBI's illegal COINTELPRO program, in the late 1960s and early 1970s, designed to destroy and disrupt a number of progressive organizations and individuals; and

WHEREAS, in the same period, hundreds of Black Panther Party members were jailed and dozens were killed by law enforcement (including the most blatant and pre-meditated murders of Fred Hampton and Mark Clark in Chicago); and

WHEREAS, in 1973, three Black activists were tortured by New Orleans Police and interrogated by two San Francisco detectives at intervals between the torture, which lasted several days, during which the three men were separated from each other, stripped naked, covered with wool blankets soaked in boiling water, beaten with slap jacks, suffocated with plastic bags tied over their heads, sleep deprived, kicked, beaten and shocked with electric cattle prods on their genitals, anus, and under the neck; and

WHEREAS, statements resulting from that torture were used to bring charges in the mid-1970s in several jurisdictions (including charges for the 1971 killing of a San Francisco Police Officer), and all of them were dismissed when the judges learned of the coercion; and

WHEREAS, after 36 years, in this time and atmosphere of the political repression of the Bush regime, new charges were brought against the San Francisco 8 based on the "evidence" of the same confessions obtained under torture in 1973; and

WHEREAS, the people of Berkeley believe in justice and not in persecution.

NOW THEREFORE, BE IT RESOLVED that the Peace and Justice Commission recommends that the Council of the City of Berkeley endorse the cry of people demanding justice by stating publicly that in the interest of justice, Jerry Brown, Attorney General of the State of California, should dismiss all of the charges against all of the San Francisco 8 and by sending a letter to

Jerry Brown, Attorney General of the State of California, calling on him, in the interest of justice, to dismiss all of the charges against the San Francisco 8.

ATTACHMENT 3

URGING THE GOVERNMENT OF MYANMAR/BURMA TO CEASE THE USE OF VIOLENCE IN SUPPRESSION OF NONVIOLENT PROTESTS

WHEREAS, Berkeley Municipal Code (BMC) Section 3.68.070, establishing the Peace and Justice Commission, states that the Commission shall “(A) Advise the Berkeley City Council ... on all matters relating to the City of Berkeley’s role in issues of peace and social justice, ... including ... support for human rights and self-determination throughout the world, [and] (C) Help develop proposals for the City Council ... for actions in furtherance of the goals of peace and justice”; and BMC § 3.68.070 (D) finds that: “Peace is ... the process of solving differences constructively, creatively, and non-violently”; and

WHEREAS, street protests against the military dictatorship of Myanmar/Burma and for democracy began on August 19, 2007,¹ and when thousands of Buddhist monks and nuns took to the streets beginning September 18, 2007² swelled to many tens of thousands; and

WHEREAS, starting on September 26, 2007³ the government of Myanmar/Burma has launched violent repression of the demonstrations, arresting hundreds,⁴ killing an unknown number of people estimated by diplomats to be in the dozens or more,⁵ allegedly cremating the victims’ bodies and in at least one case, a living person,^{6,7} raiding Buddhist monasteries, beating and arresting more than 4,000 monks,^{8,9} imprisoning monks in their monasteries,¹⁰ and placing an estimated 20,000 soldiers in the streets of Rangoon¹¹; and

¹ “UN Envoy Meets Myanmar Democracy Leader,” Associated Press, Sept. 30, 2007, viewed Sept. 30, 2007 at http://news.yahoo.com/s/ap/20070930/ap_on_re_as/myanmar;_ylt=Aleg_5xLjDJ58_zfuiPdhpWs0NUE

² “‘Nine killed’ in Burma Crackdown,” BBC News, Sept. 27, 2007, viewed Sept. 30, 2007 at <http://news.bbc.co.uk/2/hi/asia-pacific/7016608.stm>

³ “West Eyes China to Influence Burma’s Junta,” *Christian Science Monitor*, story dated Oct. 1, 2007, viewed Sept. 30, 2007 at <http://www.csmonitor.com/2007/1001/p01s01-wosc.html>

⁴ “More Burma Protesters Arrested as Curfew Orders Ignored,” ABC (Australian Broadcasting Corp.) News, Sept. 28, 2007, viewed Sept. 30, 2007 at <http://abc.net.au/news/stories/2007/09/28/2046819.htm?section=world>

⁵ *Ibid.*

⁶ “UN Envoy Snubbed by Junta Leader in Burma,” *The Telegraph* (London), story dated Oct. 1, 2007, viewed Sept. 30, 2007 at <http://www.telegraph.co.uk/news/main.jhtml?xml=/news/2007/09/30/wburma530.xml>

⁷ Reported with audio by the U.S. Campaign for Burma, viewed Oct. 1, 2007 at <http://www.uscampaignforburma.org/index2.html>

⁸ “Burmese monks ‘to be sent away,’” BBC News, Oct. 1, 2007, viewed Oct. 1, 2007 at <http://news.bbc.co.uk/2/hi/asia-pacific/7022437.stm>

⁹ “Burmese Riot Police Attack Monks,” BBC News, Sept. 26, 2007, viewed Sept. 30, 2007 at <http://news.bbc.co.uk/2/hi/asia-pacific/7013638.stm>

¹⁰ “UN Envoy Sees Top Burma Dissident,” BBC News, Sept. 30, 2007, viewed Sept. 30, 2007 at <http://news.bbc.co.uk/2/hi/asia-pacific/7020465.stm>

¹¹ “‘If They Joined Us, Instead of Applauding, We Could Win’” *The Guardian* (London), story dated Oct. 1, 2007, viewed Sept. 30, 2007 at <http://www.guardian.co.uk/burma/story/0,2180836,00.html>

WHEREAS, Myanmar/Burma's closest trading partner, China,¹² has been slow to respond, first calling the developments an "internal matter,"¹³ and only after the initial crackdown urging "all parties" to exercise restraint; and

WHEREAS, Myanmar/Burma has been ruled by a repressive military dictatorship since a coup d'état ended democratic governance in 1962; after holding free elections in 1990, the government annulled those elections when it lost decisively; and the government continues to hold more than 1,000 political prisoners, including Aung San Suu Kyi, the leader of the party that won the 1990 election^{14,15,16}; and

WHEREAS, on June 14, 2005, upon recommendation by the Peace and Justice Commission, the Berkeley City Council adopted Resolution No. 62,947–N.S. declaring June 19, 2005 Daw Aung San Suu Kyi Day in recognition of the 60th birthday of Ms. Suu Kyi and the efforts of the Myanmar/Burmese people to reclaim their human rights and their democracy, following other resolutions adopted by the City Council in 1994, 1995, 1998, and 1999 against the repressive regime of Burma/Myanmar.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley urges the government of Myanmar/Burma to immediately cease the use of violence in suppression of nonviolent protests by its citizens, cease the detention of political prisoners and release those currently held, restore communications within and outside of the country including telephone, cellular, and Internet services, and enter into sincere negotiations with leaders of the movement for democracy and human rights in Burma/Myanmar.

BE IT FURTHER RESOLVED, that the Council of the City of Berkeley urges the governments of the United States and those countries with particularly strong relations with Myanmar/Burma, including China (its largest trading partner) and Japan (its largest provider of foreign aid), to exert maximum pressure upon the regime to restore the human rights of the demonstrators and the citizenry of Burma/Myanmar; and

BE IT FURTHER RESOLVED, that the Council of the City of Berkeley urges the citizens of Berkeley to speak up for the safety, human rights, and freedom of the people of Myanmar/Burma by participating in letter-writing, vigils, demonstrations, and other actions organized by such forces as Amnesty International,¹⁷ Avaaz.org (an activism Web site co-founded by

¹² "China Appeals for Calm in Burma," BBC News, Sept. 30, 2007, viewed Sept. 30, 2007 at <http://news.bbc.co.uk/2/hi/asia-pacific/7020399.stm>

¹³ "Russia and China Dig In their Heels over Burma as the West Calls for UN Sanctions," *The Times* (London), Sept. 27, 2007, viewed Sept. 30, 2007 at <http://www.timesonline.co.uk/tol/news/world/asia/article2540160.ece>

¹⁴ "Burma," *CIA World Factbook*, updated Sept. 20, 2007, viewed Sept. 30, 2007 at <https://www.cia.gov/library/publications/the-world-factbook/geos/bm.html>

¹⁵ "Myanmar," Wikipedia, viewed Sept. 30, 2007 at http://en.wikipedia.org/wiki/Myanmar#Military_rule_.281962.E2.80.93present.29

¹⁶ "Myanmar (Burma) Human Rights Concerns," Amnesty International, viewed Sept. 30, 2007 at http://www.amnestyusa.org/By_Country/Myanmar_Burma/page.do?id=1011205&n1=3&n2=30&n3=955

¹⁷ Information and online letter-writing campaign of Amnesty International regarding Burma/Myanmar viewed Oct. 1, 2007 at: www.amnestyusa.org/page.do?n=955

MoveOn.org),¹⁸ the Berkeley-based Buddhist Peace Fellowship,¹⁹ and the international organized-labor movement.²⁰

BE IT FURTHER RESOLVED, that copies of this Resolution shall be sent to the governments of Myanmar/Burma, China, Japan, and the United States, by way of their Missions to the United Nations.

¹⁸ Online letter-writing campaign of Avaaz.org regarding Burma/Myanmar viewed Oct. 1, 2007 at http://www.avaaz.org/en/stand_with_burma/t.php

¹⁹ A list of vigils compiled by Buddhist Peace Fellowship (BPF), sponsored by BPF or other organizations, was available as of Oct. 1, 2007 at http://www.bpf.org/html/whats_now/2007/burmaevents.html

²⁰ Online letter-writing campaign of Building and Wood Workers' International viewed Sept 30, 2007 at: <http://www.bwint.org/default.asp?Index=1111&Language=EN>

ATTACHMENT 4

URGING UNITED STATES SUPPORT OF DEBT CANCELLATION FOR COUNTRIES IN AFRICA AND OTHER IMPOVERISHED COUNTRIES IN THE WORLD

WHEREAS, the Berkeley City Council adopted the Human Rights Ordinance in 1990; and

WHEREAS, Chapter 3.68.010 of the Berkeley Municipal Code found that, "...The residents of Berkeley have continually demonstrated their concern for peace and justice based on equality among all peoples", shown by passing a Resolution in support of banning Apartheid in South Africa (Resolution No. 53,038-N.S.) as well as a resolution in support of Debt Relief for Impoverished Countries (Resolution No. 60,323-N.S.) and agreeing to not purchase bonds issued by the International Bank for Reconstruction and Development (the World Bank) (Resolution No. 60,479-N.S.); and

WHEREAS, many countries in Africa and elsewhere have foreign debts that were incurred by dictatorships which did not use the funds in ways that benefited the population of the country; and the people of these countries have been struggling under the burden of international debts for many years; and

WHEREAS, the debts of all developing countries have a negative impact on communities in the United States by contributing to mass migration and global poverty; and

WHEREAS, in 2000, the United States government endorsed the United Nations Millennium Development Goals, which include a commitment to provide debt relief and other assistance necessary to cut global poverty in half by the year 2015, and the year 2007 is half way point towards that goal; and

WHEREAS, debt relief efforts to date are insufficient to help impoverished countries meet the United Nations Millennium Development Goals; and

WHEREAS, on June 7th, 2007, Congresswoman Maxine Waters introduced the Jubilee Act of 2007 (H.R. 2634) in Congress to provide for greater responsibility in lending and expanded cancellation of debts owed to the United States and the international financial institutions by impoverished countries, to remove economic conditionalities from such cancellation, mandate transparency and accountability from governments and financial institutions and proposes responsible future lending practices.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley, on behalf of the citizens of the City, urges the United States government to pass the Jubilee Act for Responsible Lending and Expanded Debt Cancellation of 2007 (H.R. 2634,) and commence efforts to obtain agreements from the international financial institutions to cancel all debts owed to them by impoverished countries.

BE IT FURTHER RESOLVED, that the Council of the City of Berkeley, recognizing that the welfare of citizens of the City is linked to the welfare of citizens in impoverished countries,

urges the United States government to ensure that debt cancellation is not conditioned on any agreement to implement policies that deepen poverty or degrade the environment or undermines human rights.

BE IT FURTHER RESOLVED, that the Council of the City of Berkeley calls on members of the Greater Bay Area Congressional Delegation: Tom Lantos, Nancy Pelosi, Ellen Tauscher, and Anna Eshoo to join their colleagues, Representatives Mike Honda, Barbara Lee, Zoe Lofgren, George Miller, Pete Stark, and Lynn Woolsey in co-sponsoring H.R. 2634; and urges Senators Barbara Boxer and Dianne Feinstein to introduce a Senate companion bill to H.R. 2634.

BE IT FURTHER RESOLVED, that the Council of the City of Berkeley directs the City Manager to send copies of this Resolution to Senators Barbara Boxer and Dianne Feinstein, and Representatives Tom Lantos, Nancy Pelosi, Ellen Tauscher, and Anna Eshoo.