



City of Seattle
Department of Executive Administration

Date: June 10, 2010

To: Honorable Jean Godden, Chair
Council Finance and Budget Committee

Via: Beth Goldberg, Acting City Budget Director

From: Fred Podesta, Director
Department of Executive Administration

Subject: Response to Statement of Legislative Intent 119-1-A-2
Procuring Uniforms for City Employees (“Sweat-free Purchasing Policy”)

As part of the 2010 budget process, the City Council adopted Statement of Legislative Intent (SLI) 119-1-A-2, which requested that “DEA develop and implement a policy for procuring uniforms for City employees that ensures they are manufactured using fair labor standards.” The following information responds to that SLI.

Summary of the City of Seattle’s Proposed Draft Policy

The proposed draft policy (Attachment A) directs the City Purchasing Division of DEA to require certain sweat-free labor standards and a Code of Conduct for all bidders on City uniform textile contracts. The policy makes a commitment to sweat-free and slave-free conditions, and provides a strong aspirational statement of intent. We intend the policy to be a catalyst for positive change, while reflecting the realities of a limited availability of mechanisms that can be used for monitoring and enforcement purposes. As called for in the SLI, the recommended policy focuses on the procurement of cut and sew textile uniforms, and allows consideration of a broader application in the future if the marketplace allows. The City currently spends approximately \$290,000 on Police and Fire uniforms through two City contracts. An additional \$1 million is issued through uniform allowances. While the draft policy provides definitions and standards that can be adopted for employee uniform standards, DEA is not authorized to issue uniform standards or negotiate labor union agreements. Our staff has worked with the Personnel Department’s Labor Relations staff, who will develop strategies and processes for integrating such standards to apply to employee uniform allowances. Personnel’s Labor Relations unit has expressed a concern about employees using a variety of sources to buy uniforms, including some that are on-line and some from local companies, so that a pre-authorized list of suppliers would require a negotiated change of practice (see Attachment C) for labor agreement uniform allowances. The advisory team recommended continued discussion on this matter through the end of the year.

Background

In 2003, a number of grassroots organizations in the United States created SweatFree Communities, a campaign to assist sweatshop workers globally in their struggles to improve working conditions and form

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strong, independent unions. As noted later in this document, a number of cities have adopted policies encouraging contractors to do business with manufacturing facilities that have protections against slave labor, forced labor, forced overtime, excessive hours, child labor, below-poverty wages, discrimination, harassment, and other types of unfair labor practices. Such policies are commonly referred to as “sweat-free” policies.

The Department of Executive Administration (DEA) and the Washington Fair Trade Coalition, which is part of the SweatFree Communities campaign in Washington state, hosted community meetings seeking input to be considered in the drafting of a sweat-free procurement policy for the City of Seattle. Advisory team participants included the director of the Washington Fair Trade Coalition, Student Labor Action Project, J Connect, the King County Labor Council, the Seattle Women’s Commission, and the Seattle Office for Civil Rights. DEA also received guidance from City Council staff, notified UNITE-Here Local 8, received comments from the industry on the draft, and maintained a public blog to publicize notices of meetings, notes, and drafts.

Case Studies

DEA Purchasing staff studied policies adopted by the cities of Portland and San Francisco, each of which offered different approaches and experiences.

- **San Francisco, California:** In 2005, San Francisco adopted its sweat-free policy through an ordinance that had to be revised several times to make it more pragmatic. The original legislation applied to all products across the board, which proved to be unrealistic and too aggressive, resulting in the city having to waive every bid. San Francisco ultimately revised its ordinance to phase-in certain products, starting with uniforms, garments, and then textiles. Even so, no bidder was fully compliant largely due to the industry’s reluctance to disclose factory locations, which some consider to be highly proprietary information. San Francisco’s revised sweat-free legislation allowed a “most compliant” award within a 15 percent cost preference. (Absent a fully compliant bidder, the most compliant bidder within a 15% cost margin would receive award.) San Francisco conducted five bids; none had a fully compliant bidder mainly due to factory disclosure-related issues. All 5 awards invoked the cost preference, ranging from a negligible cost difference to a full 15% greater than the otherwise low bid. Our staff was unable to find sufficient data or identify a large enough sample to conclude whether sweat-free requirements in City of Seattle contracts would, or would not, systemically result in product price increases.
- **Portland, Oregon:** In 2009, the City of Portland avoided some of the pitfalls previously experienced by San Francisco by issuing a Resolution and adopting an internal department policy similar to Seattle’s attached draft policy. Portland’s policy, which is limited to textile uniforms and does not offer a cost preference, encourages progressive implementation as the marketplace introduces compliant and cost-competitive products. The City of Portland has not yet conducted a bid under its sweat-free policy.

Policy Options and Recommendations

The following options are provided for your consideration. Those that are underlined reflect the Executive’s recommendations, some of which are incorporated into the draft policy.

- **Funding Support for Sweat-Free Advocacy Organizations:** The draft policy does not anticipate the appropriation of new funds to implement a sweat-free policy in light of current economic challenges related to the City’s budget. The initial policy therefore avoids provisions that require compliance evaluations or extensive complaint investigations, and does not carry a specific

expectation in terms of international monitoring. That being said, some cities have chosen to support sweat-free advocacy and monitoring organizations with the goal of implementing sufficient infrastructure to support some future national monitoring and/or advocacy solutions. For example, San Francisco directs \$50,000 a year to Sweatfree Communities, without a direct deliverable; Los Angeles has paid \$50,000 to the Workers Rights Consortium (WRC), to help fund reporting on certain factory locations; and the City of Portland paid a one-time fee of \$20,000 to support Sweatfree Communities, without a direct deliverable.

Options for Seattle include: The City could allocate funds to SweatFree Communities to support the national initiatives for sweat-free policies. SweatFree Communities does not have a proposed formula or set amount, so the City could base any contribution it might provide on what other similar-sized cities have allocated.

- (1) The City could split the cost of sweat-free advocacy funding with winning contract bidders. There are two uniform contract vendors at the present time, which would translate into an 8 to 10 percent overall price increase.
 - (2) The City could require the two existing vendors to absorb the full cost of sweat-free advocacy funding, with likely product price increases of 17 to 20 percent.
 - (3) The City could consider providing funds after economic conditions improve, with actions called for in the proposed draft policy initially administered with existing staff resources.
- **Disclosing Factory Information:** The garment and textile industry has raised objections to disclosing information regarding its factories as it consider this information proprietary and competitive. In San Francisco, disclosure created barriers to compliant bidding. Also, there is no pathway or resource for evaluation of such information at time of bid or during contract life, nor for factory monitoring or investigation, Still, SweatFree Communities, JConnect and others believe disclosing factory information (e.g., names, addresses, etc.) is meaningful to create a sense of accountability.

Options for Seattle include:

- (1) The City could require factory information disclosure in all uniform textile bids.
 - (2) The City could require factory information disclosure, at its discretion, when it would serve a specific business purpose.
 - (3) The City could require factory information disclosure from only a winning bidder prior to awarding a contract.
 - (4) The City could require disclosure as a supplement to the policy in the future, once some form of meaningful compliance monitoring was available to the City.
 - (5) The City could not require factory disclosure.
- **Legislative Options for Implementing a Sweat-Free Policy:** Seattle's Sweat-free policy can be implemented in a number of ways.

Options for Seattle include:

- (1) The City Council could adopt the policy by Resolution.
- (2) The City Council could pass an ordinance, which would be necessary if the City chose to implement cost preferences or if the City wished to debar contractors for compliance failures.
- (3) The policy could be promulgated by a DEA/FAS operating policy, which would provide flexibility to fine-tune or expand the policy as the City gains experience in this area. The policy would be posted on the City's website and integrated into bid and contract materials.

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We appreciate the opportunity to provide this information to the City Council and welcome any questions you may have. Please don't hesitate to call me at 684-5200 or Purchasing Director Nancy Locke at 684-8903 if we can provide additional information.

Attachment A: Draft Sweat-free Policy for the City of Seattle
Attachment B: Code of Conduct
Attachment C: Labor Agreement Uniform Allowances
Attachment D: Resource Links
Attachment E: SLI 119-1-A-2

cc: Tim Killian
Ethan Raup
FAS Division Directors
Lisa Peyer
Greg Shiring

	City of Seattle – Department of Finance and Administrative Services	Document: DRAFT SWEAT-FREE PROCUREMENT POLICY
Contact: Nancy Locke, City Purchasing Director (206-684-8903)		Last Update: June 7, 2010

Definitions

- a. **Code of Conduct:** A statement that details out all the required worker protections and labor rights that signify a “sweat-free” factory. The bidder signs the Code of Conduct to attest that those factories used for assembly and manufacturing, whether operated by the prime vendor or its subcontractor(s), maintain sweat-free and slave-free conditions. The Code of Conduct must be in a form approved by City Purchasing.
- b. **Sealed Bid Limits:** The Seattle Municipal Code 20.60.106 establishes the threshold at which products must be competitively bid. For 2010, the bid threshold is \$44,000.
- c. **Sweat-free:** Refers to protections against slavery, forced overtime, child labor, excessive hours, below-subsistence wages, discrimination, abuse, harassment, and similar violations. It also protects freedom of association, health and safety. The protections and rights are defined in detail within the Code of Conduct.
- d. **Uniforms:** Includes shirts, trousers, and jackets as “cut and sew” textile garments, bought by the City on a recurring basis. Applies to those products bought with a total value above sealed bid limits.
- e. **Separate Products:** The following items do not fall under the definition of uniforms:
 - **Uniform Accessories:** items such as footgear, duty belts, duty holsters, hats, ballistic vests, fire bunking gear, and police body armor.
 - **Safety Gear:** products and accessories such as vests, raingear, overalls, safety harnesses, and boots.
 - **Rental Uniforms:** products that are rented, cleaned and maintained by a rental agency. For example, the City rents standard-issue shirts, trousers, overalls, lab coats, mops, mats, towels and rags.
 - **Incidentals:** items the City purchases whose total value is less than Sealed Bid Limits. This includes promotional items, such as T-shirts, and ball caps.

Goal

The goal of this policy is to make an aspirational statement that encourages the marketplace to move toward sweat-free production facilities, and to provide a pragmatic and practical approach that can be implemented with likely compliance. City Purchasing will apply this policy to uniform garments which must be competitively bid, and will consider extending it to other products as they become available at a competitive cost in compliance with this policy.

Purpose

The City of Seattle recognizes its social responsibility to support a diverse, equitable, healthy, and vibrant community and economy. The products and services we buy have inherent social, human, health, environmental and economic impacts on workers and communities. This policy:

- Requires contractors and subcontractors that provide uniform garments to the City of Seattle to abide by a Code of Conduct that declares manufacturing locations to be sweat-free and slave-free.

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- Communicates to the public, other public agencies and companies the City’s commitment to sweat-free procurement by setting an example in choosing sweat-free and slave-free uniforms.
- Allows for possible expansion to other products, as the marketplace and industry make such products predictably available with adequate inventory at competitive costs.
- Seeks enforcement and monitoring with available resources and capabilities.
- Complements all aspects of social responsibility, including women- and minority-owned business participation, environmental stewardship, fiscal responsibilities, and fair labor practices.

Authority

With the 2010 budget, the Seattle City Council adopted the Statement of Legislative Intent 119-1-A-2, which requests the Department of Executive Administration (DEA) develop and implement a policy for procuring uniforms for City employees that ensures they are manufactured in facilities using fair labor standards.

Areas Affected

- City uniform contracts above Sealed Bid Limits, as they reach the end of contract life including extensions, and are rebid in the marketplace.
- Additional products as directed by the City Purchasing Director, given predictable cost-competitive availability in the marketplace.

Policy

Uniforms, and additional products when specified by City Purchasing, shall incorporate sweat-free requirements and other socially responsible purchasing policies appropriate to each acquisition.

City Purchasing will require bidders to agree to sweat-free requirements for designated products, which include uniform garments and other products designated by the City Purchasing Director. Bidders who fail to comply will be rejected. These requirements apply to the prime vendor, who shall also warrant subcontractor compliance. Requirements include:

- Sign and submit a Code of Conduct on a form approved by City Purchasing;
- Provide a list of all manufacturing facility locations, including names and addresses, used in product manufacturing and assembly; and
- Agree to cooperate with compliance monitoring upon the City’s request.

City Purchasing shall proactively consider additional products, such as safety gear, uniform accessories, and rental products, if and when such products are known to be available, competitively priced, and have adequate marketplace inventories. City Purchasing may consider the experiences of other cities, or may use such bid strategies such as inviting alternate bids, reserving the right to reject bids, or scoring compliance during proposal evaluation to ensure compliance with this policy.

The City Purchasing Director may exempt a uniform purchase from this policy if:

- No compliant bidders are available and the acquisition is essential;



- The contract is directly with a public entity or an Interlocal Cooperative Purchasing Agreement;
- Acquisitions are less than the Sealed Bid Limits in aggregate annual City spending;
- It is an emergency purchase; and/or
- Grant requirements prohibit the sweat-free policy requirements.

If contracts are executed with sweat-free conditions, the City expects the prime vendor to comply fully. If the prime vendor fails in the opinion of the City given significant factual evidence, the City will reserve rights to terminate or pursue resolution. The City will apply liquidated damages as allowed by law. Contracts will reserve the right for the City to require third-party audits and monitoring. Such costs are borne by the City unless specified otherwise in the contract.

Complaints about compliance may be submitted by any interested party during the bid or contract; complaints during bid and award must comply with City Protest Rules <http://www.seattle.gov/purchasing/default.htm>. Complaints will be investigated by the City for compliance with mandatory submittals; the City may use third parties to investigate if funding allows.

City Purchasing will collaborate with other community interests and public agencies in seeking best practices and will progressively update the policy as best practices evolve. The City will support monitoring initiatives that may benefit from combined resources.

Responsibilities

City Departments shall:

- Anticipate sweat-free standards in uniform contracts.
- In consultation with City Purchasing, identify products in addition to uniforms, where sweat-free requirements may be reasonably applied, given inventory, cost-competitiveness, and availability to meet City business needs.

City Purchasing shall:

- Promote and ensure the requirements are included in uniform bids, once current contracts reach the end of their intended terms including extensions, and are rebid in the marketplace;
- Collaborate with other community interests, associations and public agencies to share information regarding best practices, pursuit of independent monitoring functions, compliance and enforcement;
- Encourage vendors to bring forward product and service approaches, solutions and alternatives; and
- Encourage other public agencies to consider sweat-free provisions in their contracts, including the State of Washington when the City acquires products through State contracts.

Statutory and Regulatory Standards

In the event of conflicts with the City, State or federal law, the legal code or law shall take precedence and be binding. City Purchasing and its successor may update this policy and the Code of Conduct as needed for practical and technical adjustments and as new best practices or products emerge.



City of Seattle –
Department of Finance and Administrative Services

Document:
DRAFT SWEAT-FREE PROCUREMENT POLICY

Contact: Nancy Locke, City Purchasing Director (206-684-8903)

Last Update: June 7, 2010

Document Revisions:

The revision history section shows the history of policies and procedures for this particular policy. The original document is always 1.0.

Version #	Revised Date	Description	Approved Date

DRAFT

City of Seattle

Code of Conduct for Apparel Contractors, Manufacturers, and Suppliers

This Code of Conduct guides the behavior and practices of supply chain partners regarding social and environmental matters. The Code of Conduct covers workplace issues such as wages, health and safety, working hours, disciplinary practices, freedom of association, child labor and when applicable, environmental impact of suppliers' activities. There are inherent commercial benefits in adopting and adhering to these guidelines on social and environmental issues that result in sound business practices. Voluntary initiatives to ensure supply chain responsibility are complementary to, but not a substitute for, the necessary role of government in enacting and enforcing appropriate legislation. While this Code of Conduct establishes minimum standards, we aspire to partner with companies that share our values and are committed to ongoing and continuous process improvements as related to social and environmental practices.

Adopted XX, XX, 2010

This Code of Conduct specifies minimum standards for contractors and subcontractors within the manufacturing and assembly process in compliance with all applicable laws and regulations in their business activities. Labor practices are based upon the core conventions of the International Labor Conventions (ILO), the United Nations' Universal Declaration of Human Rights, and the United Nations Conventions on the Rights of the Child and the elimination of all forms of discrimination against women.

1. Labor Standards

a. Freedom of Association and Right to Collective Bargaining

Contractors and their subcontractors will recognize and respect that workers, without distinction, have the right to join and form trade unions of their own choosing and to bargain collectively, and will remain strictly neutral on the matter of workers' choice to unionize or not unionize.

Workers shall not be subjected to harassment, intimidation, or retaliation as a result of his or her efforts to freely associate or bargain collectively. Contractors and their subcontractors shall not initiate, form, dominate or support organizations in which workers participate or are represented. Contractors and their subcontractors will negotiate in good faith with any union or other representative worker body duly constituted by the workers. Where the right of freedom of association and collective bargaining is restricted under law, the supplier will not hinder the development of parallel means for independent, free association and bargaining.

b. Freely Chosen Employment

Employment must be on a voluntary basis, respecting the rights of employees to decide to work or not. Contractors and their subcontractors will not use any labor obtained through force, threat of force, fraud, or coercion. Contractors and their subcontractors will not use any illegal, or prison labor, including indentured labor or any other form of compulsory labor. Contractors and their subcontractors will not require workers to lodge deposits or their identity papers as a condition of employment, or financially penalize workers for resigning.

c. Child Labor Avoidance

Code of Conduct for Apparel Contractors, Manufacturers, and Suppliers

Contractors and their subcontractors will not employ any person that is under the age of 18 in violation of any applicable law of the country of manufacture or assembly governing the minimum age of employment, compulsory education, or occupational health and safety.

d. Humane Treatment and Disciplinary Practices

Employees shall be treated with respect. Corporal punishment and other forms of coercion, abuse or harassment, whether psychological, verbal, sexual or physical, is strictly prohibited.

e. Non-Discrimination

No worker shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of race, nationality, color, age, religion, disability, gender, pregnancy, maternity leave status, sexual orientation, union affiliation, marital status, political opinion, or social or ethnic origin.

No contractor or subcontractor shall require or compel any worker to use contraceptives or take pregnancy tests.

f. Regular Hours of Work

Workers shall not be required to work a regular work week of more than the lesser of 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture and will be provided with at least one day off during every seven-day period, unless the point of assembly facility in which the labor is performed is party to a collective bargaining agreement that permits mandatory overtime, and any mandatory overtime hours are worked in conformance with a collective bargaining agreement.

g. Wages and Benefits for Regular Hours of Work

The point of assembly 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 as follows. "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 wage for a family of three plus an additional 20% of the wage paid either as an hourly wage, health benefits, or pension benefits. Outside the United States, a non-poverty wage is a comparable nationwide wage and benefit level, adjusted to reflect the local cost of living and level of economic development, as defined by using the World Bank's Gross National Income Per Capita Purchasing Power Parity Index. The Index can be found on the Internet at <http://data.worldbank.org/indicator>.

Workers must be paid directly and provided with clear, written accounting of hours worked, deductions and regular and overtime wages. Deductions from wages not provided for by the laws of the countries where goods are made, shall not be permitted without the express permission of the employee. Point of assembly facilities shall also maintain verifiable wages and hour records for each employee that contain the following: (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.

h. Overtime

Code of Conduct for Apparel Contractors, Manufacturers, and Suppliers

Overtime hours are hours worked in excess of regular work hours as defined in Section 1.f. above. Workers shall be compensated for overtime hours, by means such as a premium rate, when legally required in the country of manufacture or point of assembly or, in those locations where such laws do not exist, at a rate of at least one-and-one-half their regular hourly compensation.

i. Reprisal and termination

Manufacturing and assembly facilities owners, management, and employees shall not engage in any reprisal, coercion, intimidation, termination 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 City of Seattle or any other entity authorized to monitor or enforce obligations under this Code of Conduct.

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.

2. Health and Safety

Workers will be provided with a safe and healthy work environment. Conditions in all work and residential facilities shall be safe, clean, and consistent with all applicable laws and regulations regarding health and safety. The contractors and their subcontractors shall provide written health and safety guidelines for employees in terms of equipment, training, management, and work practices in the local language(s) of the employees.

3. Facilities slowdown or closure

Contractors, subcontractors including point of assembly facilities shall not shut down or reduce orders to a point of assembly facility in order to deny workers any right or standard protected by this code, or to otherwise avoid complying with this code, including the right of workers to freely associate.

UNIFORM, CLOTHING AND FOOTWEAR ALLOWANCE OR REIMBURSEMENTS - 2009 APPROXIMATE COST

Source: Human Resource Information System (HRIS) payroll data

- Notes: 1. Some departments process their reimbursements through accounts payable which are not included in this spreadsheet.
 2. The uniform allowance for the non-rep is for the Parking Enforcement Officers Supervisors in Police dept.

"BU" DESCRIPTION	BU CODE	YEAR	DESCRIPTION	# EE	AMOUNT
Carpenters	017	2009	Footwear or gear reimbursement	1	\$162
FF Lcl 27	005	2009	Uniform Allowance	991	\$201,550
L104-Boil	014	2009	Footwear or gear reimbursement	1	\$125
L117 - CSO	050	2009	Uniform reimbursement	1	\$85
L117-EvWhs	051	2009	Uniform reimbursement	21	\$5,310
L1239 Lab	019	2009	Footwear or gear reimbursement	27	\$2,669
L1239- Rec	027	2009	Uniform Allowance	32	\$3,200
L17-AdmSup	035	2009	Student Police Officer Uniform Allowance	1	\$229
L17-SrProf	032	2009	Commercial Veh Enf Ofcr Uniform Allowance	1	\$584
L17-Tech	004	2009	Commercial Veh Enf Ofcr Uniform Allowance	2	\$1,168
L21-PEO	021	2009	Uniform Allowance	87	\$46,039
L21-Truck Drivers	006	2009	Footwear reimbursement	8	\$833
L21Z-Crew Chiefs	081	2009	Footwear reimbursement	3	\$374
L46-IBEW	013	2009	Footwear or gear reimbursement	1	\$141
L77-City Light	077	2009	Clothing & Equipment Allowance	569	\$84,025
L77-CMEO	080	2009	Boot Allowance	5	\$475
L77-SDOT	078	2009	Clothing & Equipment Allowance	35	\$5,574
Non-RepEmp	030	2009	Uniform Allowance - Non Rep	7	\$2,982
Painters#5	010	2009	Footwear reimbursement	1	\$70
SPOG	003	2009	Uniform Allowance	1,218	\$661,900
Total				3,012	\$1,017,496

City of Seattle
UNIFORMS INFORMATION
Prepared: 04/08/10

Bargaining Unit Code	Union Description	Authority	Amount/Year	Allowance or Reimbursement	Stores where uniforms are bought
019, 037 (see notes 1 and 2)	Joint Crafts Council	Appendix I - Security Officer and Appendix J- Parks Rangers	Appendix I, Seattle Center - maximum \$275 (includes \$50 footwear)	Seattle Center - Reimbursement	<u>Parks</u> provide uniforms to <i>Security Officers</i> and <i>Parks Rangers</i> from Blumenthal. <u>Seattle Center</u> - <i>Security Officers</i> buy from Kroesen's Uniforms. Non-taxable reimbursement is made via paycheck.
003 (see note 3)	Seattle Police Officers Guild	Article 7.2	\$500 (new hires) \$550 (regulars)	Allowance	Kroesen's/Blumenthal Uniforms
004, 032 (see note 4)	Local 17, International Federation of Prof and Tech Employees	Memorandum of Agreement	\$584	Allowance	<u>SDOT</u> - <i>Commercial Vehicle Enforcement Officers</i> - Blumenthal Uniforms
005 (see note 5)	Fire Fighters, Local 27	Article 12.3	\$200 (new hires and operations) \$250 (not in operations)	Allowance	Kroesen's Uniforms
021 (see note 6)	Local 21P, Parking Enforcement Officers	Article 9.1	\$584	Allowance	Kroesen's Uniforms
06, 081 (see note 16)	Local 21Z, Truck Drivers/Local 21, Crew Chiefs	Article 7.5 (both contracts)	\$85, for purchase or repair of footwear	Reimbursement	At SPU - Ees can purchase from anywhere, even eBay, but supervisors must sign off on item(s) ordered. At SDOT - Ees submit receipt (no supervisor signoff req'd) and reimbursement is made via payroll.
027 (see note 7)	L1239- Recreation	Appendix B.20.1	\$100	Allowance	<i>Lifeguards</i> - buy swimsuits and trunks from any store within required specifications
030	Non-Represented	none	\$550	Allowance	Kroesen's Uniforms (Parking Enforcement Officers Supervisors)
043 (see note 8)	Fire Chief, Local 2898	Article 11.3	\$250	Allowance	Kroesen's Uniforms
051 (see note 9)	Local 117, Teamsters - Evidence Warehouser	Article 6.16	maximum \$451 new hires \$510 (regulars)	Reimbursement	Blumenthal Uniforms
053 (see note 10)	Court Marshals' Guild	Article 15.4	\$475 (new hires, initial \$325 then \$150 after 6 mos) \$500 (regulars)	Allowance	Kroesen's/Blumenthal Uniforms
077 (see note 11)	IBEW, Local 77, City Light	Article 28.15	See note 11 - depending on job class, \$75, \$125, or \$175	Reimbursement	
080 (see note 2)	IBEW, Local 77, CME0	Article 19.12.B	\$95, for boots	Allowance via paycheck, made in the PP that covers 4/1	At SPU - Ees can buy anything from anywhere that conforms to OSHA and WSHA.

1. Security Officers (Joint Crafts Council)

1.7.1 All employees covered by this Appendix employed at the Seattle Center shall have their footwear reimbursement of fifty dollars (\$50) per year combined with the uniform allowance, as described in Section 1.7.2 below.

1.7.2 The Seattle Center shall annually reimburse employees covered by this Agreement up to two hundred seventy-five dollars (\$275) maximum towards the purchase of uniform items, including footwear. However, newly hired employees shall receive an initial reimbursement of up to three hundred twenty-five dollars (\$325) maximum upon completion of their first six months of employment. Temporary employees shall be reimbursed upon completion of their first 1,040 hours, and upon completion of each 2080 hours thereafter.

2. Parks Rangers (Joint Crafts Council)

14.11 Footwear Reimbursement – Effective upon signature date of the Agreement, the City shall pay up to seventy dollars (\$70) per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full seventy (\$70) in one calendar year may carry over the remaining balance to the next year for use in addition to the seventy dollars (\$70) allocated for that year. This carryover shall extend for the three calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the seventy dollar (\$70) footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued. (See various Appendices to see whether footwear/gear allowance has increased for any of the bargaining units.)

14.11.1 Any employee who does not exhaust his/her full allotment on footwear in any given year may purchase other gear with the remaining money. Examples of gear that can be purchased are: rain gear, gloves, heavy duty coveralls or overalls, work pants and jackets (canvas types) safety glasses. All gear purchased shall be for work purposes only. The City shall continue to furnish all the gear to employees that they currently are in the practice of furnishing.

1.2.9 Effective upon signature of the Agreement, the footwear and gear reimbursement will be ninety dollars (\$90) per contract year and be administered in accordance with Section 14.11. Gear does not include articles of clothing already being issued.

3. Uniformed Police Officers (SPOG)

7.2 Clothing Allowance - Employees shall purchase clothing and equipment in accordance with department standards. When uniforms or equipment are to be modified, such changes shall be discussed with the Guild, who shall forward their input to the Chief of Police. Any employee hired on or after September 1, 1985, shall be paid \$500.00 for the cost of said items after completion of the academy and appointment as a sworn officer. In addition, each employee shall be paid \$550.00 annually beginning with eighteen (18) months of service from the

6. Parking Enforcement Officers (Local 21P)

9.1 Each employee covered by this Agreement shall purchase clothing in accordance with department standards and shall receive an annual uniform allowance of five hundred eighty four dollars (\$584.00). The reimbursement for new employees shall be split so that two hundred ninety-two dollars (\$292.00) shall be reimbursed after the first six months of employment and the remaining two hundred ninety-two (\$292.00) shall be reimbursed after one year of employment.

7. Lifeguards (Local 1239)

B.20. Premium Pays and Allowances: The following premium pays and allowances apply to all classifications covered under this Appendix [Lifeguard, Senior Lifeguard]

B.21. Clothing allowance: One hundred dollars (\$100.00) to cover swimsuits and trunks will be provided to each employee. In addition, each employee shall be provided one (1) t-shirt per year to be worn on the job. One (1) additional t-shirt per year may be provided to the employee as a replacement due to reasonable wear and tear.

8. Fire Chiefs (Local 2898)

11.3 Effective January 2, 2002, the base wage for each employee shall be increased in an amount equal to two hundred and fifty dollars (\$250.00) annually to cover the cost of replacement of said uniform items. [Per Chief Hepburn, 4/07/10, it is not accurate to characterize the disbursement of this cost as an increase to the base wage – the amount is given as an allowance once per year and is itemized as non-taxable income. –AG]

9. Evidence Warehousemen (Local 117, Teamsters)

6.16 Uniforms – The City will reimburse up to five hundred and ten dollars (\$510.00) for an employee's uniform allotment to be available on the employee's anniversary date. New employees will be reimbursed up to four hundred and fifty one dollars (\$451.00) for the purchase of their initial uniforms after six (6) months of employment, and on their first anniversary date will receive five hundred and ten dollars (\$510.00) as a uniform allotment. The Police Department will make available a list of vendors that may be used for the purchase of uniforms and when any part or all of the uniform must be replaced. The City will reimburse the employee for the repair or replacement of uniforms that are damaged in the line of duty in accordance with Section 1.193, IV, of the Police Department Manual, except when caused by the employee's own negligence. If/when the Police Department makes a change in the uniform or vendor, the impact of such change must be negotiated. Employees are expected to report for duty in a full and presentable uniform. The makeup of the uniform shall be determined by the Police Department management, with input from a joint labor/management team. The reimbursements set forth in this Section will be made upon presentation of an itemized receipt from the vendor. It is understood that upon initial implementation of this provision for current employees the full allotment of five hundred ten dollars (\$510.00) shall be allowed as needed for their initial uniform purchase.

required by the Department. Such reimbursement may be divided into up to 3 payments; however, an employee may receive no more than one payment per contract year. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase.

14. Local 79, Int'l Alliance of Machinists and Aerospace Workers

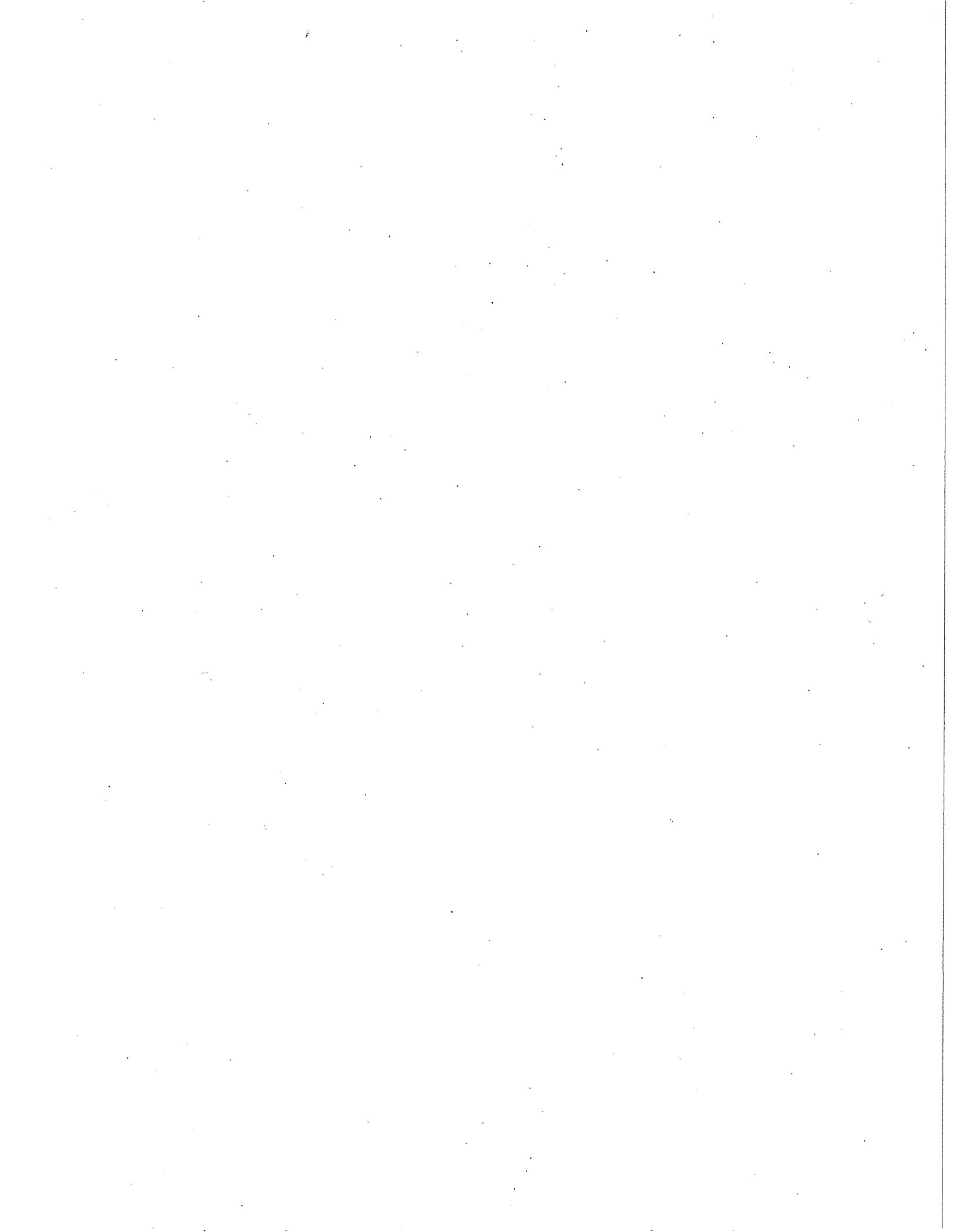
14.11 Footwear Allowance – Effective upon signature date of the Agreement, the City shall pay up to seventy dollars (\$70) per Agreement year through December 31, 2007 for each regular full-time employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Effective January 1, 2008, the City shall pay up to one hundred eight dollars (\$108). Requests for reimbursement of such footwear or gear shall be accompanied by an itemized receipt showing the amount and place of purchase or repair. An employee who does not use the full seventy dollars (\$70) or one hundred eight dollars (\$108) in one calendar year may carry over the remaining balance to the next year for use in addition to the seventy dollars or one hundred eight dollars (\$108.) allocated for that year. This carryover shall extend for the three calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the seventy dollars (\$70) through December 31, 2007 and effective January 1, 2008, shall be eligible for the one hundred eight dollars (\$108.) footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

15. PNW Council of Carpenters

14.11 Footwear Reimbursement – Effective upon signature date of the Agreement, the City shall pay up to one hundred ten dollars (\$110) per Agreement year for each regular employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear or other work gear (example: rain-gear, gloves, etc.) when such items are required by the City. Requests for reimbursement of such footwear or gear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full one hundred ten dollars (\$110) in one calendar year may carry over the remaining balance to the next year for use in addition to the one hundred ten dollars (\$110) allocated for that year. This carryover shall extend for the three calendar years of the Agreement, but not into the ensuing year after the expiration of the Agreement. Temporary employees who qualify for the "0521st hour through 1040th hour" level of premium pay or greater as set forth within Section 1.2.2, shall be eligible for receipt of the one hundred ten dollar (\$110) footwear or gear allowance every other year subject to the conditions set forth herein for receipt of same by regular employees. Gear does not include articles of clothing already being issued.

16. Truck Drivers (Local 212), Crew Chiefs and Supervisors (Local 21)

7.5 The City shall pay up to Eighty-Five Dollars (\$85) per contract year for each employee as partial reimbursement for the cost of purchasing or repairing protective or other specified footwear when such footwear is required by the City. Requests for reimbursement of such footwear shall be accompanied by a receipt showing the amount and place of purchase or repair. An employee who does not use the full Eighty-Five Dollars (\$85) in one calendar year may carry over the remaining balance to the next year for use in addition to the Eighty-Five Dollars



City of Seattle
Sweat-Free Policy Development – Resource Links

Resources: Documents referenced in the Code of Conduct include those listed below.. Due to the volume of materials, the text is not attached but reference sites are provided:

- [International Labour Organization](#) (ILO)
- ILO [Core Conventions](#)
 - [Freedom of Association and Protection of the Right to Organise Convention, 1948 \(No. 87\)](#)
 - [Right to Organise and Collective Bargaining Convention, 1949 \(No. 98\)](#)
 - [Forced Labour Convention, 1930 \(No. 29\)](#)
 - [Abolition of Forced Labour Convention, 1957 \(No. 105\)](#)
 - [Minimum Age Convention, 1973 \(No. 138\)](#)
 - [Worst Forms of Child Labour Convention, 1999 \(No. 182\)](#)
 - [Equal Remuneration Convention, 1951 \(No. 100\)](#)
 - [Discrimination \(Employment and Occupation\) Convention, 1958 \(No. 111\)](#)
- [United Nations’ Universal Declaration of Human Rights](#)
- [United Nations’ Conventions on the Rights of the Child](#)

2010 City Council Budget Action (SLI)

Approved

Tab	Action	Option	Version
119	1	A	2

Budget Action Title: Request that DEA develop and implement a policy for procuring uniforms for City employees that ensures they are manufactured using fair labor standards.

Councilmembers: Burgess; Clark; Conlin; Drago; Godden; Harrell; Licata; McIver; Rasmussen

Staff Analyst: Brian Hawksford

Budget Committee Vote:

<i>Date</i>	<i>Result</i>	<i>TB</i>	<i>SC</i>	<i>RC</i>	<i>JD</i>	<i>JG</i>	<i>BH</i>	<i>NL</i>	<i>RM</i>	<i>TR</i>
11/10/2009	Pass 7- 2-Absent	-	Y	Y	-	Y	Y	Y	Y	Y

Statement of Legislative Intent:

Sweatshops are not an aberration in the global apparel industry; U.S. Department of Labor cites over 50% of the sewing shops in the United States as sweatshops. Sweatshops definitively violate labor, environmental, and human rights laws and standards at the local and/or international level.

From 2001 to 2004, Washington lost 66,700 manufacturing jobs, 27,000+ being trade-related losses.

The City of Seattle has an interest in encouraging the creation of local jobs and businesses by its policies. In turn, the local economy thrives when incentives exist for fair business practices, increasing the competitive ability of companies with fair labor practices, and leveling the playing field for regional manufacturers.

City funding using taxpayer dollars should be used in responsible ways that comply with existing goals and policies. The City should investigate other regional governmental jurisdictions for best practices that fit with the City's goals and practices.

The Council requests the Department of Executive Administration (DEA) develop and implement a procurement policy that ensures that uniforms for City employees are not manufactured in facilities using unfair labor practices. To ensure balance and equity in crafting the procurement policy, Council requests that DEA use a participatory process that includes relevant community stakeholders and representatives. At a minimum this policy would require the following of bidders on uniform contracts:

List of Manufacturing Locations: The bidder must submit a list of all contractors, subcontractors and manufacturing plants involved in the manufacturing process of the product. If the vendor intends to change any company on this list during the course of the contract, the vendor must notify the City and comply with contract terms regarding approval of subcontracting.

<i>Tab</i>	<i>Action</i>	<i>Option</i>	<i>Version</i>
119	1	A	2

Code of Conduct: The City requires that the bidder agree to a code of conduct that will apply to the vendor, subcontractors and manufacturing plants that are involved in the manufacturing process of the product.

Fair Labor Monitoring: The bidder must agree to submit the name of an independent monitoring agency that the vendor will use for this contract. The monitoring agency must be accredited by the Fair Labor Association (FLA) to monitor compliance with the code of conduct per the FLA Principles of Monitoring, for all of the contractors and manufacturing plants that are involved in the manufacturing process for the product. The name of the monitoring agency can be submitted at time of bid or provided upon the City's intent to award. If the bidder chooses to wait until the City issues an intent to award to the bidder, the bidder must supply the name in a timely way to not delay execution of the contract, or the City may reject the offer and proceed to the next compliant bidder. During the contract, the City may request information about monitoring and compliance, which the bidder shall provide to the City as a condition of the contract.

In 2010 the policy need not cover uniforms purchased through collectively bargained uniform allowances. However, Council requests that DEA propose a plan and schedule for incorporating the policy into future negotiations for labor contracts. Additionally, the Council requests that DEA seek out opportunities to participate in a state and local government sweatshop free consortium. This consortium could pool resources for the investigation and the monitoring of supplier factories and coordinate the implementation and enforcement of sweatfree procurement standards.

Responsible Council Committee(s): Culture, Civil Rights, Health, and Personnel

Date Due to Council: June 1, 2010