

## ENACTING A CODE OF CONDUCT OF SUPPLIERS AND SWEATFREE PROCUREMENT POLICY

That the City of Pittsfield, by and through its Mayor and City Council, hereby enacts the following Code of Conduct of Suppliers and Sweatfree Procurement Policy.

### **Section II**     **Scope and Phase-In**

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 Pittsfield, its agencies, or its employees. Procurement includes contract, purchase, rental, lease, or allowance and voucher programs.

### **Section III**     **Definitions**

- a) “Consortium” means the Sweatfree Purchasing Consortium.
- b) “Contractor” means a person or entity that provides applicable goods or services to the City of Pittsfield.
- c) “Independent Monitor” means an organization with expertise in monitoring factory working conditions that is not owned or controlled in whole or in part by, nor obtains any revenue from, any Contractor, Subcontractor, Production Facility, or any other entity that derives its primary income from the sale of any product or service covered by this policy. The City of Pittsfield and/or Consortium may designate and/or contract with an Independent Monitor to carry out the functions authorized by this Chapter.
- d) “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.

- e) “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.
- f) “Worker” means those workers engaged in the production of the goods or services covered by this policy.

#### **Section IV    Prohibition of Sweatshop Conditions**

The City of Pittsfield shall only procure goods and services covered by this policy from Contractors that ensure that all Production Facilities adhere to or exceed the following sweatfree code of conduct in their practices and policies regarding applicable Workers.

- a) Legal Requirements. Production Facilities shall comply with all applicable domestic labor, employment, health and safety, environmental, and building laws; the “core” conventions of the International Labor Organization, including those regarding forced and child labor, non-discrimination, and freedom of association and collective bargaining; and other internationally recognized labor rights, including those regarding health and safety, maternity leave, hours of work, wages, and homework.
- b) Wages and Benefits. Production Facilities shall pay a non-poverty wage. In the United States, the non-poverty wage 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 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, sufficient to raise a family of average size out of poverty.
- c) Hours of Work and Overtime. 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,

Production Facilities shall provide at least one day off in every seven-day period, as well as holidays and vacations. Production Facilities shall ensure that all hours worked beyond the limits on working hours are voluntary, except as provided for by both national law and a bona fide collective bargaining contract. Required overtime should only be permitted when each of the following conditions exists: 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.

- d) Discrimination and Women's Rights. 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. 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.
- e) Harassment and Abuse. Production Facilities shall not harass or abuse workers sexually, psychologically, or verbally, or use corporal punishment.
- f) Freedom of Association. Production Facilities shall respect workers' rights to freedom of association, collective bargaining, striking or other concerted protest, and filing of grievances.

**Section V      Requirements – Contractor Affidavits, Public Records and Reporting**

- a) Refusal to Contract. The City of Pittsfield shall not enter into contracts with a Contractor if based on information submitted by the Consortium, an Independent Monitor, or other

employees or agents authorized to assist in the implementation, administration, or enforcement of this Chapter, the City of Pittsfield finds that the Contractor or one of its Subcontractors violates any requirement enumerated in this Chapter and that the Contractor refuses or fails to take all reasonable steps to ensure that the violation is expeditiously remedied; or the Contractor fails to submit the information required in the affidavit described in Section 5 (b).

b) Affidavits. In order to qualify for a contract, purchase order, rental, or lease agreement for provision of goods or services covered by this Chapter, the Contractor must submit affidavits that include the information set forth in Section 5 (b) to the Purchasing Agent. The affidavit shall include:

I. The names, complete physical addresses, phone numbers, and contact persons of each production facility to be involved in the production of goods or provision of services.

II. A statement by the Contractor indicating the following:

1. The Contractor understands its obligation to ensure that all applicable Production Facilities adhere to the sweatfree code of conduct as defined in Section 4;
2. The Contractor understands that if the City of Pittsfield finds any of its applicable Production Facilities to be out of compliance with any of the provisions of Section 4, and the Contractor fails to take all reasonable steps as specified by the City of Pittsfield and/or its designee(s) to compel the facility to remedy the non-compliance within a time period specified by the City of Pittsfield, the Contractor will be deemed out of compliance with the sweatfree code of conduct as defined in Section 4.
3. The Contractor has furnished a copy of the sweatfree code of conduct as defined in Section 4 of this Chapter to each relevant Subcontractor, and

instructed each Subcontractor to furnish the code of conduct to each relevant Production Facility.

III. Any other information deemed necessary by the Purchasing Agent for the administration and enforcement of this policy.

- c. Updated Information. If any information provided by the Contractor pursuant to this section changes during the specified time period of the contract, the Contractor shall submit or cause to be submitted to the Purchasing Agent affidavits with the updated information.

#### **Section VI Verification and Compliance**

- a) It shall be the responsibility of Contractors to ensure compliance with the sweatfree code of conduct as defined in Section 4 of this Chapter in all Production Facilities. Contractors must establish and implement, and/or cause Subcontractors to establish and implement, managerial systems, rules, procedures, and audits sufficient to effectively ensure such compliance. Contractors must also ensure that their, and/or their Subcontractors', business and sourcing practices effectively ensure such compliance.
- b) Each Contractor shall cooperate fully with any investigation of the Purchasing Agent, including without limitation agents authorized to assist in the implementation, administration or enforcement of this Chapter. Each Contractor shall also ensure that each Subcontractor and Production Facility cooperates fully with investigations. Refusal of a Contractor to facilitate monitoring by, or to cooperate fully in the monitoring process of the City of Pittsfield or authorized agents may result in disqualification for bidding, in termination of a contract, or in other sanctions at the discretion of the Purchasing Agent.
- c) The City of Pittsfield shall join the Sweatfree Purchasing Consortium in order to cooperate with other public entities for the purpose of ensuring the most effective enforcement of the labor and human rights standards enumerated in Section 4 of this Chapter.

- d) The City of Pittsfield may establish a Sweatfree Procurement Advisory Group to assist in the implementation and enforcement of this Chapter. The Sweatfree Procurement Advisory Group shall consist of advocates for garment workers and other workers experiencing sweatshop working conditions, representatives of uniformed unions of employees of the City of Pittsfield, representatives of agencies that employ uniformed personnel, administrators responsible for implementing this Chapter, and other interested parties. The purpose of the Sweatfree Procurement Advisory Group shall be to:
- I. Receive and assess evidence of bidders', Contractors', and Subcontractors' non-compliance with the Sweatfree Code of Conduct from the Consortium, an Independent Monitor, workers, labor unions, governments, businesses, non-government organizations, or human rights advocates.
  - II. Provide advice on bidding guidelines, dissemination of information to Workers, and collaboration with other public entities.
  - III. Evaluate the implementation of this Chapter.
  - IV. Evaluate 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, and make recommendations for expanding the scope of implementation of this Chapter to [the relevant agency]

## Section VII **Violations and Enforcement**

- a) **Complaints**. Any person may complain that the sweatfree code of conduct (Section 4) of this Chapter has been or is being violated.

The City of Pittsfield may investigate complaints and may utilize the services of the Consortium and/or an Independent Monitor for this purpose.

- b) **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 Pittsfield, authorized agents, the Contractor, and relevant Subcontractors shall consult for the purpose of agreeing to a remediation plan. The intention is for the situation to be corrected in order to comply with the sweatfree code of conduct. The Purchasing Agent

may impose sanctions if the City of Pittsfield or its authorized agents finds (a) that the Contractor or one of its Subcontractors violates any requirement enumerated in this Chapter, and (b) that the Contractor refuses or fails to take all reasonable steps to ensure that the violation is expeditiously remedied.