

# STUDENTS' COUNCIL LATE ADDITIONS

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Tuesday December 5, 2006  
Council Chambers 2-1 University Hall

2006-16/5

## BOARD AND COMMITTEE REPORTS

2006-16/5b (vi)

**MATHEWSON/NEARINGBURG MOVED THAT** Students' Council approve the following referendum question (second reading):

Do you support the establishment of a Universal Bus Pass (U-Pass) subject to the following conditions?

1. The U-Pass would provide unlimited usage of Edmonton Transit System, St. Albert Transit, and Strathcona County Transit during the Fall and Winter Terms to undergraduate students enrolled in courses on University of Alberta campuses located within Edmonton City limits.
2. The cost of the U-Pass to each student would:
  - a) be \$75.00 per term for the fall and winter terms of the next academic year; and
  - b) increase annually at a rate less than or equal to the Consumer Price Index for the province of Alberta.
3. The U-Pass would be optional for the following:
  - a) students enrolled in an off-campus practicum or co-op program for the majority of a term;
  - b) students unable to make use of ordinary transit services by reason of disability;
  - c) students who are senior citizens; and
  - d) students employed by Edmonton Transit System, St. Albert Transit, or Strathcona County Transit.
4. The U-Pass would expire upon:
  - a) the outcome of a subsequent referendum thereof; or
  - b) it being no longer practicable for the Students' Union to adhere to any of (1) through (4).

Please see document LA 06-16.01

2006-16/5d

Audit Committee – December 1, 2006

Please see document LA 06-16.02

**2006-16/7****INFORMATION ITEMS****2006-16/7a**Votes and Proceedings – November 28, 2006

Please see document LA 06-16.03

**2006-16/7b**

David Cournoyer, Vice President (External) – Report

Please see document LA 06-16.04

**2006-16/7c**

Samantha Power, President – Report

Please see document LA 06-16.05

**2006-16/7d**

Coca-Cola Information

Please see document LA 06-16.06

**2006-16/7e**

Op-ed written by a student at Queens

Please see document LA 06-16.07

**2006-16/7f**

Resources for Ethical Violations

Please see document LA 06-16.08

**2006-16/7g**

Coca-Cola Motion from Council Information

Please see document LA 06-16.09

**2006-16/7h**

Omer Yusuf, Vice President (Student Life) – Report

Please see document LA 06-16.10

Do you support the establishment of a Universal Bus Pass (U-Pass) subject to the following conditions?

1. The U-Pass would provide unlimited usage of Edmonton Transit System, St. Albert Transit, and Strathcona County Transit during the Fall and Winter Terms to undergraduate students enrolled in courses on University of Alberta campuses located within Edmonton City limits.
2. The cost of the U-Pass to each student would:
  - a) ~~be \$75.00 per Fall or Winter term for the 2007/2008 academic year;~~ and be \$75.00 per term for the fall and winter terms of the next academic year; and
  - b) increase annually at a rate less than or equal to the Consumer Price Index for the province of Alberta.
3. The U-Pass would be ~~mandatory for all undergraduate students except~~ optional for the following:
  - a) ~~students not enrolled in courses located on a University of Alberta campus in Edmonton for the majority of a term; students enrolled in an off-campus practicum or co-op program for the majority of a term;~~
  - b) students unable to make use of ordinary transit services by reason of disability;
  - c) students who are senior citizens; and
  - d) students employed by Edmonton Transit System, St. Albert Transit, or Strathcona County Transit.
4. ~~The U Pass would be optional for students exempt under (3).~~
5. 4. The U-Pass would expire upon:
  - a) the outcome of a subsequent referendum thereof; or
  - b) it being no longer feasible for practicable for the Students' Union to adhere to any of (1) through (4).

# MINUTES

2006-12-01

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## **Audit Committee**

**Friday December 01, 2006**

**2:00 pm**

**SUB Meeting Room (6-06 SUB)**

Call to Order: Eruvbetine called the meeting to order at 2:08 p.m.

Attendance:

Gamble  
Chapman  
Eruvbetine

### 1. Approval of the Agenda

ERUVBETINE/GAMBLE moved to approve the agenda.

3/0/0 CARRIED

### 2. Approval of the Minutes

ERUVBETINE/CHAPMAN moved to approve the minutes of the last meeting.

3/0/0 CARRIED

### 3. Announcements

- The Chair updated the committee on his progress on finding out details of the GAC. He received one minutes package, but is yet to receive any more.
- The Chair highlighted the questions that Jen should have forwarded to the FA's concerned. He noted that the VPA is sceptical about a successful meeting in the winter, and suggests that he attend the COFA meeting in Jan.
- FMF fees. No updates. Just a hope that we can learn more about the process occurring within each faculty from meeting with the FA's
- No updates on the CJSR disbursement, just that the VPOF is in the process of going through the agreement between CJSR and the SU
- The Chair noted the list of yearly reminders. Basically, it is to serve both the executive assistant as well as the Chair, to ensure nothing gets swept under the carpet, and forgotten.

### 4. Old Business

After going through the large PnL statements, the committee decided to review the following organisational units:

- Info Serve
- Week of Welcome
- Research and Info
- General Administration

Gamble raised a question regarding the large revenue made by the last unit. The committee is unsure of the purpose of this organisational unit, and the Chair has been tasked to find out.

#### 5. New Business

(a) Credit Card Statements. November statements not ready.

(b) Meeting Schedule for the Winter. Due to changing schedules, it was decided that the first meeting would be scheduled via email

(c) Permanent Removal of the sub-committees. There was unanimous consent to the removal of the sub-committees. The Chair will update the Standing Orders and present them for approval at the next meeting.

(d) Review of Mandate translation. The Chair emphasized the need for a modular approach in which every member contributed toward this process, rather than tasking one person to do all that work.

(e) The Chair introduced on behalf of Sumar his concerns with regard to Internal PR. There is no operating policy on it, and it is abused. The Chair encouraged members to bring it up again, in a more concrete form, with examples, and possibly a sample operating policy. The next course of action would be passing a motion at Council.

(f) Bill 10b. The Chair noted the discussions that ensued in Council with regard to Bill 10a and 10b. He brought back Bill 10b because of omissions in the content. It will be revised and brought back to the next meeting.

(g) CJSR Disbursement. It was noted that CJSR has not brought its documents to Audit Comm. despite previous emails sent out. Thus, a motion was passed.

ERUVBETINE/CHAPMAN moved to stop all DFU payments to CJSR effective January 31, 2007.

3/0/0 CARRIED

#### 6. Discussion Period

(a) Standing orders

The Chair asked that members think of other changes that should be made to Standing Orders.

(b) Review of Yearly List of Reminders

The Chair encouraged active contribution to this list.

#### 7. Confirmation of Next Meeting Date

A meeting was not set, due to changing schedules for the winter. A meeting will be set via email.

CHAPMAN/GAMBLE moved to adjourn.

3/0/0 CARRIED

Meeting adjourned at 2:57pm.

*University of Alberta Students' Union*  
**Summary of Proceedings**

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2006-11-17

**Audit Committee**

Friday November 17, 2006

2:00 pm

SUB Meeting Room (6-06 SUB)

Call to Order: ERUVBETINE called the meeting to order at 2:98 p.m.

1. ERUVBETINE/GAMBLE moved to approve the agenda.  
3/0/0 CARRIED
2. ERUVBETINE/CHAPMAN moved to approve the minutes of the last meeting.  
3/0/0 CARRIED
3. ERUVBETINE/LEWIS moved to stop all DFU payments to CJSR effective  
January 31, 2007.  
3/0/0 CARRIED
4. CHAPMAN/GAMBLE moved to adjourned at 2:57pm.  
3/0/0 CARRIED

Next Meeting: TBA via email.

*University of Alberta Students' Union*  
**Report to Students' Council**

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2006-12-05

## **Audit Committee**

We had a quick term wrap-up meeting on December 1, 2006. We tied up a few loose ends, outlined a number of goals to achieve and selected a few PnL statements to look over in January. We also attempted to set a meeting schedule for the winter; unfortunately, due to changing schedules, we postponed that till the first meeting in the winter. Here are a few highlights:

- Since CJSR has not come to the committee for approval of its DFU money, we passed a motion (effective January 31, 2007) to ensure that they do not receive funds from that DFU.
- We are still trying to set up a meeting with FA's in regard to FAMF and FMF fee reviews. Also in the pipeline is a process for reviewing disbursements made by GAC.
- We have unofficially cancelled the sub-committees within Audit. We hope to approve a new set of Standing Orders in January.

That's about it.

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# STUDENTS' COUNCIL VOTES AND PROCEEDINGS

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Tuesday November 28, 2006  
Council Chambers 2-1 University Hall

## VOTES AND PROCEEDINGS SC2006-15

The meeting was called to order at 6:15 pm

2006-15/1  
Trim File SC15-01

### SPEAKER'S BUSINESS

2006-15/1a

The next meeting will take place on Tuesday December 5, 2006,

2006-15/1b

Amanda Henry resigns from the Council Administration Committee.

2006-15/2

### PRESENTATIONS

2006-15/2b  
Trim File SC15-02

Omer Yusuf, Vice President (Student Life) presents on the Access Fund.

2006-15/5d  
Trim File SC15-03

**TIEMAN MOVED THAT** Students' Council appoint one (1) member to the Council Administration Committee.

HENRY nominates VANDERSLUIS; accepts  
TIEMAN nominates DOLLANSKY; accepts  
PAYNE nominates SHAW; accepts

**POWER MOVED TO** be excused from duty and resign from the Council Administration Committee.

**Motion to be excused: CARRIED**

Councillors DOLLANSKY and VANDERSLUIS acclaimed.

2006-15/3  
Trim File SC15-04

### EXECUTIVE COMMITTEE REPORTS

2006-15/4

### QUESTION PERIOD

2006-15/4a  
Trim File SC15-05

Question from Councillor Kirvan to Vice President Operations and Finance:

So far, how successful has the Powerplant been in buffet form, and how much profit/loss did it incur in September and October?

2006-15/5

### BOARD AND COMMITTEE REPORTS

2006-15/5a (i)

**JANZ/COOK MOVED THAT** Students' Council, upon the recommendation of the



**Trim File SC15-06** External Policy Committee, approve the Political Policy "Student Loans" (second reading).

Speaker's list (mm): Cournoyer, Henry

**LEWIS MOVED TO** amend the main motion by striking ",and" from the end of all 4 WHEREAS clauses.

**Amendment to the Main Motion: CARRIED**

Speaker's List (mm): Kehoe

**Main Motion: CARRIED**

**2006-15/5a (ii)**  
**Trim File SC15-07** **PAYNE/JANZ MOVED THAT** Students' Council, upon the recommendation of the External Policy Committee, approve the Political Policy "Income-Contingent Loans" (second reading).

Speaker's List (mm): Cournoyer

**YE MOVED TO** amend the main motion by replacing "an" with "and".

**Amendment to the Main Motion: CARRIED**

**PAYNE MOVED TO** amend the main motion by inserting "of" after the introduction.

**Amendment to the Main Motion: CARRIED**

**BUGLER MOVED TO** amend the main motion by removing one ";".

**Amendment to the Main Motion: CARRIED**

**YUSUF MOVED TO** amend the main motion by changing "Erodes" to "erodes"

**Amendment to the Main Motion: CARRIED**

**Main Motion: CARRIED**

**2006-15/5b (i)**  
**Trim File SC15-08** **MATHEWSON/TRAYNER MOVED THAT** Students' Council approve the following referendum question, based on the recommendation of the Bylaw Committee:

Do you support the establishment of a Universal Bus Pass (U-Pass) subject to the following conditions?

1. The U-Pass would provide unlimited usage of Edmonton Transit System, St. Albert Transit, and Strathcona County Transit during the Fall and Winter Terms.
2. The cost of the U-Pass to each student would
  - a) be \$75.00 per Fall or Winter term for the 2007/2008 academic year; and

- b) increase annually at a rate less than or equal to the Consumer Price Index for the province of Alberta.
3. The U-Pass would be mandatory for all undergraduate students except
    - a) students not enrolled in courses located on a University of Alberta campus in Edmonton for the majority of a term;
    - b) students unable to make use of ordinary transit services by reason of disability;
    - c) students who are senior citizens; and
    - d) students employed by Edmonton Transit System, St. Albert Transit, or Strathcona County Transit.
  4. The U-Pass would be optional for students exempt under (3).
  5. The U-Pass would expire upon
    - a) a subsequent referendum thereof; or
    - b) it being no longer feasible for the Students' Union to adhere to any of (1) through (4).

**MATHEWSON/TIEMAN MOVED TO** amend the referendum question like so:

Add to point 1: "to undergraduate students enrolled in courses on University of Alberta campuses located within Edmonton City limits".

Replace 2 a) with: "Be \$75.00 per term for the fall and winter terms of the next academic year"

In Point 3 strike: "mandatory for all undergraduate students except:" and replace with: "optional for the following:"

Replace 3 a) with: "Students enrolled in an off campus practicum or co-op program for the majority of a term".

Strike point 4, point 5 becomes new point 4

In new point 4 a) insert "the outcome of" in front of "a subsequent..." and replace "thereof" with "held thereon".

In new point 4 b) replace "feasibly" with "practicable".

**DOLLANSKY/ERUVBETINE MOVED TO** table the motion

**Motion: WITHDRAWN**

**COURNOYER/LEWIS MOVED TO** refer the motion to the Bylaw Committee, with the proposed amendments.

Speaker's List (ref): Tieman, Kehoe, Ye, Dollansky, Kehoe

**Motion to Refer: CARRIED**

2006-15/5b (ii)  
Trim File SC15-09

**NEARINGBURG MOVED THAT** Students' Council, upon the recommendation of the Bylaw Committee, reconsider Bill #5.

**Bill # 5 – Faculty Elimination**

Principle (First Reading)

1. A faculty shall be allocated seats for upcoming Students' Council elections dependent upon that faculty continuing to include undergraduate students in their student body at the time of the election.

Speaker's List (mm): Nearingburg

**NEARINGBURG/HENRY MOVED TO** amend the main motion by adding "and in the next academic year".

**Amendment to the Main Motion: CARRIED**

**Main Motion: CARRIED**

2006-15/5c (i)  
Trim File SC15-10

**ERUVBETINE/LEWIS MOVED THAT** Students' Council, upon the recommendation of the Audit Committee read Bill #10 A a first time.

**Bill 10 a – *Audit Committee Mandate***

Principles (first reading)

Audit Committee's mandate shall be edited such that:

1. Audit Committee shall:
  - a. Shall monitor the use by AUFSJ of the funds allocated to it by the Students' Union;
  - b. Shall investigate breaches of Contract made by the Students' Union;
  - c. Shall review for compliance funding agreements and contracts between the Students Union and any Dedicated Fee Unit or Faculty Association;
  - d. Have the authority to require before it, in a reasonable period of time, any members of the Executive.
  - e. Not oversee the Students' Union External Audit but shall:
    - i. Review the Auditor's final report and cause to have it tabled on the Council agenda;
    - ii. Be able to contact the SU External Auditor with any questions and/or concerns and shall report important communications to Council;
2. The number of organizational units that the committee is required to review monthly shall be removed;
3. Bylaw 100(16)(2) shall be edited and condensed for sake of clarity and conciseness while not changing any principals other than the ones listed above.

Speaker's List (mm): Eruvbetine

**ERUVBETINE MOVED TO** amend the main motion by replacing "made by" with "with in point 1 (b)".

**Amendment to the Main Motion: CARRIED**

**SCHNEIDER MOVED TO** amend the main motion by replacing "principals" with "principles".

**Amendment to the Main Motion: CARRIED**

Speaker's List (mm): Henry, Lewis, Eruvbetine

**HENRY/ERUVBETINE MOVED TO** amend the main motion by replacing "be able" with "have the authority" in point 1 (e) (ii).

**Amendment to the Main Motion: CARRIED**

**THEVENAZ/SCHNEIDER MOVED TO** amend the main motion in point 3 by inserting "Bylaw Committee shall commence a process in which" at the beginning.

**Amendment to the Main Motion: DEFEATED**

**Main Motion: CARRIED**

2006-15/5c (ii)  
Trim File SC15-11

**ERUVBETINE/LEWIS MOVED THAT** Students' Council, upon the recommendation of the Audit Committee, read Bill 10 B a first time.

**Bill 10 b – *Audit Committee Mandate***

Principles (first reading)

1. In addition to provisions in Bylaw 6000(2)(b), an External Dedicated Fee Unit must provide Audit Committee with evidence that they are fulfilling their mandate as described in Bylaw 6000;
2. Audit Committee may refuse current disbursement if any new inconsistencies or breaches are found in documents required by Bylaw 6000 (2)(b) from previous years;
3. Bill 10 b will come into effect May 1, 2007

Speaker's List (mm): Eruvbetine, Lewis

**ERUVBETINE/BLAIS MOVED TO** refer Bill #10 B to the Audit Committee

**Motion to Refer: CARRIED**

2006-15/6

**GENERAL ORDERS**

2006-15/6a  
Trim File SC15-12

**JANZ/HENRY MOVED THAT** Students' Council adopt a Political Policy based on the following:

The university has access to numerous sources of revenue (provincial, federal, corporate, alumni,) and should not depend on students to finance capital projects.

The university is not allowed to spend tuition revenue on capital projects.

Students are bearing and increasing number of costs associated with their education already.

Capital projects benefit the university for generations to come and serve more communities than just the student body.

The Students' Union will lobby to ensure that student funds do not directly fund capital projects and that the SU will not support the creation of fees for the above purpose.

**HENRY/BUGLER MOVED TO** amend the main motion in the second principles to read "In general, the University should not be spending tuition revenue on capital projects".

Speaker's List (am): Henry, Power, Kirvan

**ERUVBETINE/BLAIS MOVED TO** amend the amendment by striking "In general,".

**Amendment to the Amendment: CARRIED**

Speaker's List (am): Janz, Bugler

**ERUVBETINE/DOLLANSKY MOVED TO** amend the amendment by replacing "should not be spending" with "should not be allowed to spend".

**Amendment to the Amendment: CARRIED**

**Amendment: CARRIED**

**HENRY/TRAYNER MOVED TO** amend the main motion by adding to the last principle "unless students are guaranteed a controlling roll in the governance of the project and subsequent facilities".

Speaker's List (am): Henry, Lewis, Kirvan, Sumar, Power, Semenuk

**Amendment to the Main Motion: DEFEATED**

**Main Motion: CARRIED**

2006-15/6b  
Trim File SC15-13

**DOLLANSKY MOVED THAT** Students' Council adopt a Political Policy regarding the volunteerism and community involvement that:

Emphasizes the importance of both community and campus involvement in improving the mental, physical, and social health within communities.

Recognizes and celebrates the importance of student involvement in all extra-curricular activities that improve the undergraduate educational experience.

Striking a healthy balance between academic pursuits and volunteer involvement is a fundamental aspect of a meaningful university experience.

The University must identify the sacrifices of students who donate their time to improve the community and reward them for these endeavors.

The University must promote the importance of community service learning programs, which recognize the value of a holistic education experience.

The University must actively foster better access to volunteer opportunities both on and off campus, by increasing funding to Students' Union led initiatives,

which emphasize student involvement on campus and within the community.

Speaker's List (mm): Dollansky, Yusuf

**YUSUF/DOLLANSKY MOVED TO** amend the main motion in the first principles by adding "and leadership qualities within individuals".

**Amendment to the Main Motion: CARRIED**

**ERUVBETINE/DOLLANSKY MOVED TO** amend the main motion by replacing "striking" with "promotes" in principles three.

**Amendment to the Main Motion: CARRIED**

**SEMENUK/TRAYNER MOVED TO** amend the main motion by striking the word "meaningful" from principle three.

**Amendment to the Main Motion: CARRIED**

Speaker's List (mm): Yusuf

**Main Motion: CARRIED**

**COURNOYER/DOLLANSKY MOVED TO** add item 6c to the order paper.

**Motion to Add: CARRIED**

2006-15/6c

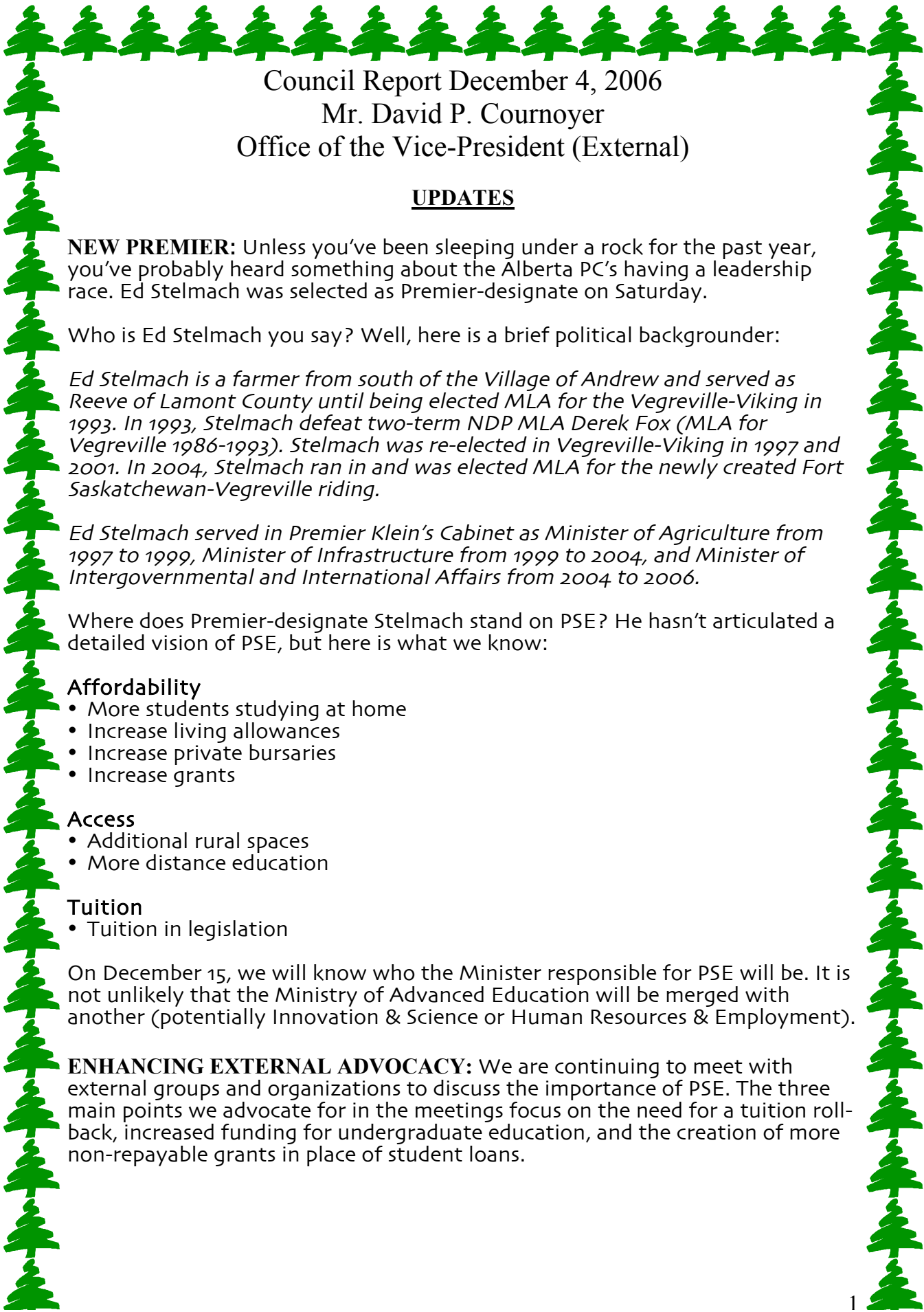
**COURNOYER/DOLLANSKY MOVED THAT** Students' Council appoint Daniel Eggert to the University of Alberta Senate.

Speaker's List (mm): Cournoyer

**Main Motion: CARRIED**

**COUNCILLOR/COUNCILLOR MOVED TO** adjourn.

**Motion to Adjourn: CARRIED**



Council Report December 4, 2006  
Mr. David P. Cournoyer  
Office of the Vice-President (External)

**UPDATES**

**NEW PREMIER:** Unless you've been sleeping under a rock for the past year, you've probably heard something about the Alberta PC's having a leadership race. Ed Stelmach was selected as Premier-designate on Saturday.

Who is Ed Stelmach you say? Well, here is a brief political backgrounder:

*Ed Stelmach is a farmer from south of the Village of Andrew and served as Reeve of Lamont County until being elected MLA for the Vegreville-Viking in 1993. In 1993, Stelmach defeat two-term NDP MLA Derek Fox (MLA for Vegreville 1986-1993). Stelmach was re-elected in Vegreville-Viking in 1997 and 2001. In 2004, Stelmach ran in and was elected MLA for the newly created Fort Saskatchewan-Vegreville riding.*

*Ed Stelmach served in Premier Klein's Cabinet as Minister of Agriculture from 1997 to 1999, Minister of Infrastructure from 1999 to 2004, and Minister of Intergovernmental and International Affairs from 2004 to 2006.*

Where does Premier-designate Stelmach stand on PSE? He hasn't articulated a detailed vision of PSE, but here is what we know:

**Affordability**

- More students studying at home
- Increase living allowances
- Increase private bursaries
- Increase grants

**Access**

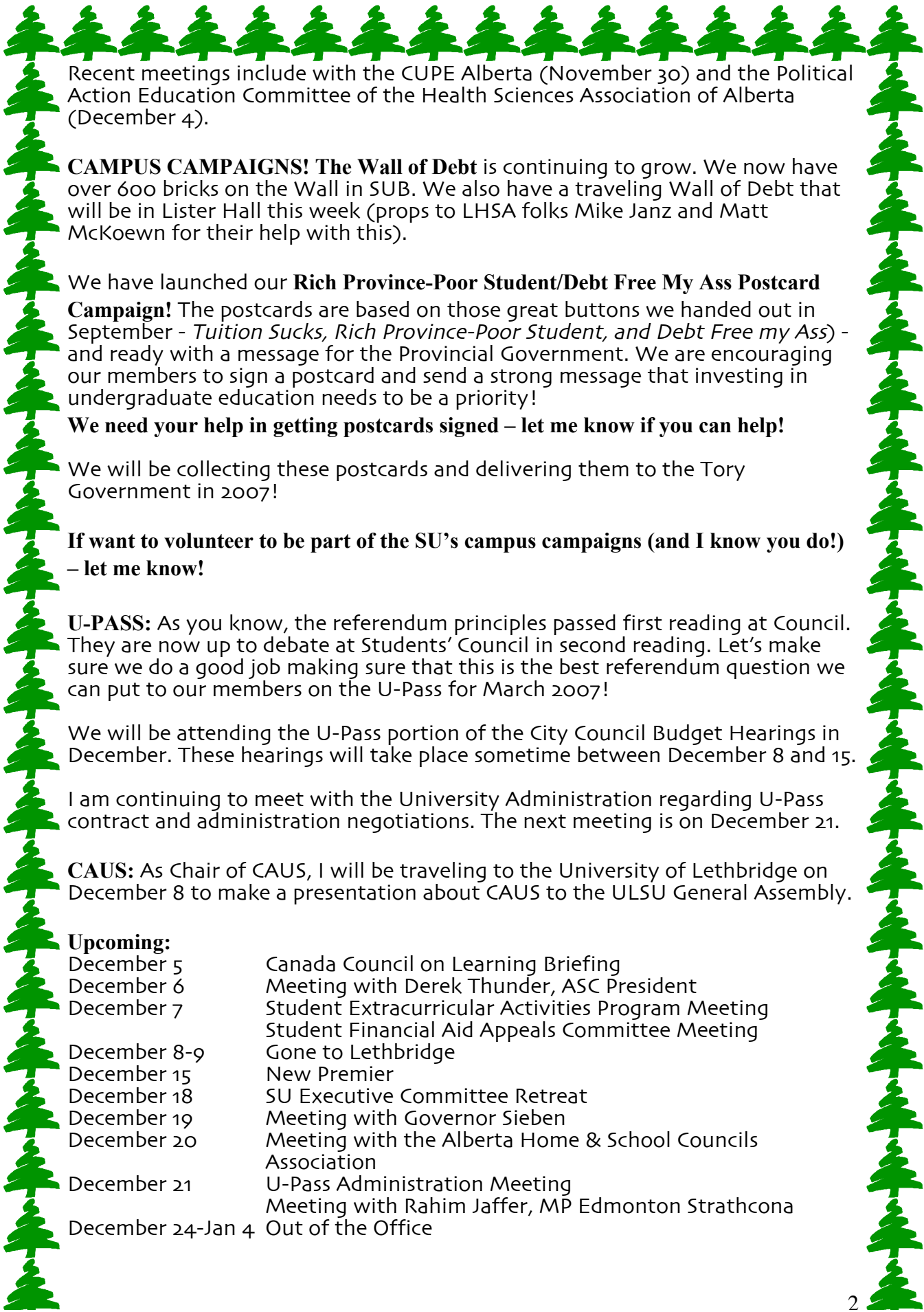
- Additional rural spaces
- More distance education

**Tuition**

- Tuition in legislation

On December 15, we will know who the Minister responsible for PSE will be. It is not unlikely that the Ministry of Advanced Education will be merged with another (potentially Innovation & Science or Human Resources & Employment).

**ENHANCING EXTERNAL ADVOCACY:** We are continuing to meet with external groups and organizations to discuss the importance of PSE. The three main points we advocate for in the meetings focus on the need for a tuition roll-back, increased funding for undergraduate education, and the creation of more non-repayable grants in place of student loans.



Recent meetings include with the CUPE Alberta (November 30) and the Political Action Education Committee of the Health Sciences Association of Alberta (December 4).

**CAMPUS CAMPAIGNS! The Wall of Debt** is continuing to grow. We now have over 600 bricks on the Wall in SUB. We also have a traveling Wall of Debt that will be in Lister Hall this week (props to LHSA folks Mike Janz and Matt McKoewn for their help with this).

We have launched our **Rich Province-Poor Student/Debt Free My Ass Postcard Campaign!** The postcards are based on those great buttons we handed out in September - *Tuition Sucks, Rich Province-Poor Student, and Debt Free my Ass* - and ready with a message for the Provincial Government. We are encouraging our members to sign a postcard and send a strong message that investing in undergraduate education needs to be a priority!

**We need your help in getting postcards signed – let me know if you can help!**

We will be collecting these postcards and delivering them to the Tory Government in 2007!

**If want to volunteer to be part of the SU’s campus campaigns (and I know you do!) – let me know!**

**U-PASS:** As you know, the referendum principles passed first reading at Council. They are now up to debate at Students’ Council in second reading. Let’s make sure we do a good job making sure that this is the best referendum question we can put to our members on the U-Pass for March 2007!

We will be attending the U-Pass portion of the City Council Budget Hearings in December. These hearings will take place sometime between December 8 and 15.

I am continuing to meet with the University Administration regarding U-Pass contract and administration negotiations. The next meeting is on December 21.

**CAUS:** As Chair of CAUS, I will be traveling to the University of Lethbridge on December 8 to make a presentation about CAUS to the ULSU General Assembly.

**Upcoming:**

- |                   |   |
|-------------------|---|
| December 5        | Canada Council on Learning Briefing   |
| December 6        | Meeting with Derek Thunder, ASC President   |
| December 7        | Student Extracurricular Activities Program Meeting<br>Student Financial Aid Appeals Committee Meeting |
| December 8-9      | Gone to Lethbridge  |
| December 15       | New Premier   |
| December 18       | SU Executive Committee Retreat  |
| December 19       | Meeting with Governor Sieben  |
| December 20       | Meeting with the Alberta Home & School Councils Association   |
| December 21       | U-Pass Administration Meeting<br>Meeting with Rahim Jaffer, MP Edmonton Strathcona                    |
| December 24-Jan 4 | Out of the Office   |





January 13

SU Student Action Training Day

Questions about this report? Do you have an external issue? Ideas of an external nature? Let me know in person, by phone -492.4236, or by email [vp.external@su.ualberta.ca](mailto:vp.external@su.ualberta.ca).



A Snowflake.

Have a great winter break! See you in January!



## President's Report December 5<sup>th</sup>

**Racetrack** – Well, mystery solved. I spoke with the former VP Ops and Finance who reminded me there is a chain of gas stations in rural Alberta called Racetrack, so no embezzling here.

The **Academic Planning Committee** last Wednesday decided to change the Chemistry requirements and classes for entry level chem. Chem 164 will now be offered primarily in the second term and will require a 90% entry average. Both students (myself and Alan Cliff) voted against the motion.

APC also looked at the university mandate being sent to the provincial government. This will be a larger discussion at BoG this Friday. Speaking of which there's a **BoG retreat this Friday**. I'll be out all day. Hopefully issues such as the "top 20 by 2020", rent increases, university mandates and provincial lobbying will be discussed.

**Residence Rent** – we are in the process of writing up a letter requesting a change to the provincial lobbying approach to include housing money, as well as a stop to the rent increase listing the already deplorable conditions of many residences.

There will be a meeting on December 13<sup>th</sup> with VP Facilities Don Hickey, Carl Amrhein and a number of residence representatives.

**Public Interest Alberta** – PSE taskforce is finally coming together on a follow up document to the conference that was held last year. The document will list the needed changes to the PSE system. We're planning a January release.

**Campus Campaigns** – We are planning a political action training day on January 13<sup>th</sup>. It will focus on developing political methods of interaction for students. There will also be an opportunity to connect with student groups and different political initiatives on campus.

### **What's Up for the rest of December?**

I'm scheduling meetings with Board members to discuss provincial lobbying strategy and the state of PSE in Alberta.

The exec will be having a retreat on December 18<sup>th</sup> to refocus our priorities for the last four months. We will update council on the results in January.

Dave and I are continuing our PSE road trip. We have meetings with the Health Sciences Association of Alberta, the Alberta Home and School Councils' Association. We'll be meeting with Rahim Jaffer next week to discuss federal PSE issues.

I also have several day long meetings for the VP Research search committee with the University. Trust me, I'm unimpressed. Ask Amanda.

Other than all that, Happy Holidays!!! Eat a lot!

All the hyperlinks should work, if you want more info.

## Coca-Cola in India

- Coca-cola and Pepsi sold in India have pesticide levels 24 times the national average
- Coca-cola produced in India has been rejected by the American FDA ten times since January 2005
- Tests conducted by Central Pollution Control have found excess levels of cadmium and lead in water supply near Coca-Cola plants
- Before said tests forced Coca-Cola to treat water as hazardous waste, the company was distributing the sludge waste as fertilizers to the farmers.
- Coca-cola operations deplete freshwater supply – 4 liters of freshwater are needed to produce 1 liter of Coke, and remaining three liters are contaminated
- Coca-Cola does not pay for the water it uses.
- Communities across India living around Coca-Cola's bottling plants are experiencing severe water shortages, directly as a result of Coca-Cola's massive extraction of water from the common groundwater resource. The wells have run dry and the hand water pumps do not work any more. Studies, including one by the [Central Ground Water Board in India](#), have confirmed the significant depletion of the water table.
- When the water is extracted from the common groundwater resource by digging deeper, the water smells and tastes strange. Coca-Cola has been indiscriminately discharging its waste water into the fields around its plant and sometimes into rivers, including the Ganges, in the area. The result has been that the groundwater has been polluted as well as the soil. Public health authorities have posted signs around wells and hand pumps advising the community that the water is unfit for human consumption.
- In two communities, [Plachimada](#) and [Mehdiganj](#), Coca-Cola was distributing its solid waste to farmers in the area as "fertilizer". Tests conducted by the [BBC found cadmium and lead](#) in the waste, effectively making the waste toxic waste. Coca-Cola stopped the practice of distributing its toxic waste only when ordered to do so by the state government.
- Tests conducted by a variety of agencies, including the government of India, confirmed that Coca-Cola products [contained high levels of pesticides](#), and as a result, the [Parliament of India has banned the sale of Coca-Cola in its cafeteria](#). However, Coca-Cola not only continues to sell drinks laced with poisons in India (that could never be sold in the US and EU), it is also introducing new products in the Indian market. And as if selling drinks with DDT and other pesticides to Indians was not enough, one of Coca-Cola's latest bottling facilities to open in India, in Ballia, is located in an area with a [severe contamination of arsenic](#) in its groundwater.

## India according to Coke (cokefacts.org)

- [http://www.cokefacts.org/facts/facts\\_in\\_keyfacts.shtml](http://www.cokefacts.org/facts/facts_in_keyfacts.shtml) - I recommend reading this executive summary, even though I've summarized it again below ☺
- In India, the beverage industry is responsible for just 0.002% of total water usage, making it one of the most efficient users of water in the country.
- A typical Coca-Cola plant uses just two or three bore wells for its water needs and extracts that water with pumps of a similar capacity as those used by other industries and farmers in the same community
- We have installed rainwater harvesting systems in 28 of our plants and in 10 communities. The collected water is used for plant functions, as well as for

recharging aquifers. Today, more than one-third of the total water that we use in our operations is renewed and returned to groundwater systems. Work is underway to equip every one of our India bottling plants with rooftop rainwater harvesting capabilities, which will recycle millions of additional gallons of water each year.

- Working at the local level we have helped to restore centuries-old community reservoirs
- In one of the driest parts of the State of Andhra Pradesh, we have worked to reconstruct a dam and reclaim a water storage area that had been rendered useless by silt. Some 16,000 people live in the nearby village and had faced shortages of irrigation and drinking water. The new reservoir – built on a site that was scientifically selected based on its ability to gather and store water – can now hold enough water to irrigate 1000 acres of cropland
- In October 2002, Dr. R.N. Athvale, Emeritus scientist at the National Geophysical Research Institute in Hyderabad, India studied The Coca-Cola Company's bottling plant in Kerala and concluded: "There is no field evidence of overexploitation of the groundwater reserves in the plant area." He added that any aquifer depletion cannot be attributed to the water extraction in the plant area.
- A report from the local Palakkad District Environmental Protection Council and Guidance Society in June 2002 concluded: "We declare that there is no environment harassment to the public by the factory at any level."
- Within approximately five kilometers of the Kerala plant there are about 200 open shallow wells; Coca-Cola uses only two open shallow wells within the plant. In the same area there are nearly 150 bore wells. There are only six bore wells within our plant and the Coca-Cola plant uses no more than three bore wells at any one time.
- In Kerala, where groundwater levels have decreased, the rainfall has been well below average for several years. The Kerala State Groundwater Department has said that any depletion in groundwater was due to poor rainfall and not the plant.
- The Central Groundwater Authorities have also confirmed there were no abnormal changes in groundwater levels around the plant that can be attributed to the Coca-Cola operation.
- State Government figures have confirmed that in some areas (including Kaladera in Rajasthan), since a Coca-Cola plant has been built groundwater levels have shown lower levels of depletion than other areas, and in some areas (including Varanasi in UP) water levels have actually risen since the plants were built. We believe this is due, in part, to the rainwater harvesting technology employed at these plants.
  - The Kerala State Pollution Control Board, which conducted a detailed study, inspecting samples of sludge, well water, treated water and soil, concluded that the concentration of cadmium and other heavy metals in the bio-solids are below prescribed limits and, therefore, are not considered hazardous.

#### Coca-Cola in Columbia

- Colombia has a reputation as one of the most dangerous places in the world in which to be a union activist. Of the 213 union leaders murdered worldwide in 2002, 184 died in Colombia. Most observers of Colombia's endless civil war agree that the majority of attacks on unions come from the right-wing paramilitary death squads, who have intimidated, beaten, kidnapped and killed union members.

- Coca-Cola and its bottling partners were accused of complicity in the murder of union members and the ongoing intimidation of union members and of the suppression of union activity in Colombia
- Under the Alien Tort Claims Act, a U.S. company can be sued in America for its actions abroad. Lawyers from the International Labor Rights Fund took up the case with the assistance of the United Steelworkers of America
- New York City Employee Pension Fund is using its Coca-Cola shares as leverage to pressure management into approving a thorough human rights probe of the company's Colombian operations
- Sindicato Nacional de Trabajadores de la Industria de Alimentos (National Syndication of Food Industry Workers) (SINALTRAINAL), is the union that sued Coca-Cola
- The bottling plant in Columbia is not owned by Coca-Cola in Atlanta, but by a company based in Mexico, Coca-Cola FEMSA.
- EMSA, the Mexico-based owner of the plant, bottles 40 percent of the Coke consumed in Latin America. In 2004, the company had \$4 billion in net sales. Coca-Cola owns nearly 40 percent of FEMSA, but under the bottling agreement, Coca-Cola is not legally responsible for FEMSA's labor practices.
- Coca-Cola and its bottlers in Colombia were cleared of any wrongdoing in two judicial inquiries conducted by the Colombian courts. Due to the chaotic and corrupt Colombian judicial system, it is unlikely that anyone will be held accountable for the violence against SINALTRAINAL in Colombia.
- For now, the union is pursuing its Alien Tort Claims Act court case in the United States. In March 2003, Coca-Cola successfully persuaded the federal court in Miami to have its name removed from the lawsuit, arguing that Coke did not have a controlling interest in or responsibility for its Colombian bottlers. But the union's lawyers are petitioning the court to add Coca-Cola back into the lawsuit.
- Meanwhile, the demand for a full-scale, independent investigation into the violence in Colombia continues to gain ground. The University of Michigan is the latest academic institution to cancel its contract with Coke in protest. Coca-Cola commissioned Cal Safety Compliance Corporation, a private firm, to inspect workplace conditions at six bottling plants, including those at Bucaramanga and Carepa, but activists, politicians and concerned shareholders are not satisfied.

Columbia according to Coke (cokefacts.org)

- SINALTRAINBEC, a Colombian union representing bottler employees, has publicly stated that it has "not a single indication" that Coca-Cola or any bottler has links to illegal armed groups.
- Two different judicial inquiries in Colombia – one in a Colombian Court and one by the Colombian Attorney General – found no evidence to support the allegations that bottler management conspired to intimidate trade unionists.
- **Cal Safety Compliance Corporation (CSCC)** - a respected global leader in conducting corporate social accountability audits - recently completed a thorough assessment of our bottling partners' operations in Colombia.
  - The assessment evaluated our bottling partners' current workplace practices, including wages and hours, facility security, freedom of association, collective bargaining, health and safety.
  - The assessment found no violations and uncovered no allegations with respect to human rights abuses at any of the plants. It can be downloaded in full by clicking here.
- [http://www.cokefacts.org/facts/facts\\_co\\_executive\\_summary.shtml](http://www.cokefacts.org/facts/facts_co_executive_summary.shtml) - I recommend reading this really brief executive summary.

## **Resolution Regarding the Exclusive Beverage Contract \_between University Of Illinois at Urbana-Champaign and the Coca-Cola Company \_**

WHEREAS various courts, government agencies and independent studies have confirmed community concerns in India that the Coca-Cola Company is responsible for polluting the groundwater and soil, distributing toxic waste as fertilizer, causing severe water shortages and selling drinks with high levels of pesticides in India;

WHEREAS a lawsuit in the US federal court charges the Coca-Cola Company and its bottler, FEMSA, with complicity in the murder, torture and intimidation of union organizers in Coca-Cola bottling plants in Colombia;

WHEREAS the Coca-Cola Company uses sugar harvested by children in El Salvador who, in the process of harvesting, suffer from smoke inhalation, burns, and cuts from machetes yet not provided with health care;

WHEREAS other colleges and universities in the US and UK have taken action to remove Coca-Cola products from their campuses as a result of the company's egregious record;

WHEREAS the Coca-Cola Company currently holds an exclusive beverage contract with University of Illinois at Urbana-Champaign that encourages members of our campus community to subsidize human rights and labor violations as well as environmental degradation by purchasing Coca-Cola products;

WHEREAS as a premier institution of higher learning, University of Illinois at Urbana-Champaign is committed to actively protecting human rights and promoting environmental responsibility;

WHEREAS renewing the contract with the Coca-Cola Company would, in essence, serve to validate the Coca-Cola Company's record of corporate social and environmental irresponsibility;

THEREFORE BE IT RESOLVED THAT the Coalition Against Coke Contracts calls on University of Illinois at Urbana-Champaign to commit to urging the Companies it contracts with to pledge to respect and promote human and workers' rights around the world, and environmental responsibility, and

BE IT FURTHER RESOLVED that Coalition Against Coke Contracts stands in solidarity with the groups and community members in India who hold the Coca-Cola Company accountable for the environmental degradation they have caused, and

BE IT FURTHER RESOLVED that Coalition Against Coke Contracts voices its support for labor rights worldwide and condemns corporate complicity in any violence against labor organizers or members, and

BE IT FINALLY RESOLVED that the Coalition Against Coke Contracts calls upon the Administration to immediately cut all contracts with the Coca-Cola Company and to divest all holdings in the Coca-Cola Company. Furthermore we ask that the University of Illinois not enter into future contracts with the Coca-Cola Company so long as the

company does not affirmatively demonstrate that it is sincerely committed to and abides by the highest standards of environmental stewardship and respect for human rights.

## **Section 1. PREAMBLE**

WHEREAS it is in the interests of the City to purchase goods and services from responsible manufacturers that provide quality products and services at a competitive price.

WHEREAS the City does not want to do business with companies that compete by exploiting their workers.

WHEREAS the City purchases items of apparel, an industry in which there have been many recent reports of worker rights abuses and sweatshop conditions, such as poverty wages, excessive hours of work, discrimination, abusive treatment, child labour, and failure to provide statutory benefits.

WHEREAS the spread of sweatshop practices in the apparel and related industries threaten the jobs and working conditions of all manufacturing workers in the City of [X].

WHEREAS sweatshop abuses flourish when the conditions of workers are hidden.

WHEREAS pressure from institutional purchasers such as governments is an effective way to combat sweatshop practices.

AND WHEREAS, the City chooses to allocate its purchasing dollars in order to enhance, rather than degrade, the economic and social well being of the City.

THEREFORE BE IT RESOLVED that the City Council and the City of [X] adopt the following "No Sweat" Procurement Policy.

## **Section 2. DEFINITIONS**

"Child" means any person less than 15, unless local minimum age law stipulates a higher age for work or mandatory schooling, or less than 14 if minimum wage law is set at that age in accordance with developing country exceptions under ILO Convention 138.

"Employer" means an entity that employs or contracts a worker in the production of a product.

"Homeworker" means any person who carries out work in his or her home or in other premises of his or her own choice, other than the workplace of the employer, for remuneration, which results in a product or service as specified by the employer, irrespective of who provides the equipment, materials and or other inputs used.

"Minimum labour standards" means the minimum labour standards set out in section 3.

"Policy" means this document in its entirety.

"Product" means, any article of clothing, head-wear or footwear, or any item made of fabric or by knitting, weaving or felting



manufactured for the City or any of its Agencies, Boards, Commissions or Authorities.

"Services" means services involved in the provision or maintenance of textile products used by the city or any of its Agencies, Boards, Commissions, or Authorities, such as laundry services.

"Supplier" means an entity who in the course of a commercial business sells a product or service to the City or any of its Agencies, Boards, Commissions, or Authorities. It also includes any licensee that enters into an agreement with the City to use a trademark on a product.

"Subcontractor" means any entity who directly or indirectly provides the supplier with goods and/or services integral to the manufacture, provision or maintenance of textile products for the City.

"Trademark" means a trademark, logo or other symbol associated with the City or any of its Agencies, Boards, Commissions, or Authorities.

"Worker" means a person involved in the manufacture or provision of services for a product.

Wages that meet "basic needs" by local standards are most effectively determined through free collective bargaining. In the absence of free collective bargaining, wages that meet "basic needs" should be defined as wages paid for a normal 48-hour work week that are sufficient by local standards to provide for the food, clothing, housing, health care, potable water, child care and transportation needs of the worker and his/her dependents. In defining wages that meet basic needs, factors that should be taken into account include the average number of dependents and the average number of wage earners per family in the sector in each country, local "market basket" surveys of the cost of goods and services needed by an average family, as well as data from local governments, labour and human rights organizations, and UN agencies.

### **3. LABOUR STANDARDS PROVISIONS**

Where this policy and the applicable laws of the country of manufacture differ, the standard that provides the greater right, benefit or protection to the worker shall apply.

Every supplier shall ensure that its manufacturing facilities, and those of its subcontractors, comply with national and other laws applicable in each workplace and shall respect this Policy and the internationally recognized workers' rights and labour standards expressed in the UN Declarations and the conventions of the UN's International Labour Organization. Furthermore, all suppliers and their subcontractors shall ensure that:

**Forced Labour**\_No employer shall subject a worker to forced labour practices, whether in the form of involuntary prison labour, indentured labour, bonded labour or otherwise. Workers shall not be required to lodge financial deposits or their original identity papers with their employer.

**Child Labour**\_No employer shall use child labour. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any displaced child worker. Workers under the age of 18 shall not be exposed to situations in the workplace that are hazardous, unsafe or unhealthy.

**Harassment and Abuse**\_No worker shall be subject to physical, sexual, psychological abuse or harassment, verbal abuse, or any other form of abuse, including corporal punishment.

**Discrimination**\_No employer shall discriminate against a worker in hiring, compensation, access to training, promotion, or termination on the basis of age, race, caste, national origin, religion, disability, gender, marital status, sexual orientation, union membership or political affiliation.

**Women's Rights**\_No worker shall be subject to the forced use of contraceptives or pregnancy testing. Workers will be permitted to take maternity leave without facing the threat of dismissal, loss of seniority or deduction in wages, and shall be able to return to their former employment at the same rate of pay and benefits.

**Hours of Work**\_No employer shall require a worker to work in excess of 48 hours per week, and shall provide each of its workers with one day off for every seven-day period. If a worker is requested to work overtime (more than 48 hours per week), such overtime shall not exceed 12 hours per week, only be requested in exceptional and short-term circumstances and be remunerated at a premium rate.

**Freedom of Association and the Right to Bargain**

**Collectively**\_Workers shall have the right to join or form trade unions of their own choosing and to bargain collectively. Workers' representatives shall not be discriminated against and shall have access to carry out their representation functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate and will not hinder the development of parallel means for independent and free association and bargaining.

**Wages and Compensation**\_Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or

industry benchmark standards, whichever is higher. In any event wages paid for a standard working week should always be enough to meet basic needs of workers and their families and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions with respect to their wages. Deductions from wages as a disciplinary measure shall not be permitted.

**Health and Safety** Every employer shall provide its workers with a safe and healthy workplace, including access to clean toilet facilities, potable water and, if appropriate, sanitary facilities for the storage of food. If accommodations are provided, such accommodations shall be clean, safe, and meet the basic needs of the workers. Adequate steps shall be taken to prevent accidents and injury to health by minimizing the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

**Employment Relationship** To every extent possible work performed must be on the basis of a recognized employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or homeworking arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

**Homeworkers** The employer shall take special steps to ensure that homeworkers are afforded a similar level of protection as would be afforded to directly employed personnel under the requirements of this Policy. Such special steps shall include but not be limited to: (a) establishing legally binding, written purchasing contracts requiring conformance to minimum criteria (in accordance with the requirements of the Policy); (b) ensuring that the requirements of the written purchasing contract are understood and implemented by homeworkers and all other parties involved in the purchasing contract; (c) maintaining, on the employer's premises, comprehensive records detailing the identities of homeworkers; the quantities of goods produced/services provided and/or hours worked by each homeworker; and (d) frequent announced and unannounced monitoring activities to verify compliance with the terms of the written

purchasing contract. Employers shall keep adequate records of their employees' names, addresses, rate of pay and number of hours worked each week in order to make this information available for a third-party audit.

**Awareness of Policy** Workers whose work is covered by the Policy shall be made aware of the Policy orally and through the posting of standards in a prominent place in the local language(s) spoken by employees and managers.

#### **4. COMPLIANCE**

1. Before the City or any of its Agencies, Boards, Commissions, or Authorities enters into an agreement with a supplier, the supplier must confirm in an affidavit to the City that: a) it will comply with ethical labour practices that meet or exceed the minimum labour standards in the Policy; and b) it acquires goods and services from subcontractors who agree to comply with labour practices that meet or exceed the minimum labour standards.

2. In addition to the confirmation mentioned above, a supplier shall provide the names and addresses of each subcontractor and manufacturing facility to be used in the manufacture of the product. This information shall be considered public information.

3. Every supplier is responsible for monitoring their supply factories. Preference will be given to suppliers who use the services of third-party verifiers acceptable to the City.

4. Every supplier shall be required to submit an annual compliance report to the City containing information on the monitoring and verification program, the name(s) of the third-party verifier(s), the findings of monitoring and third-party audit(s), and corrective action taken to achieve compliance with international labour standards and local laws. This report shall be considered public information.

#### **5. VIOLATIONS AND REMEDIAL ACTION**

1. If the City receives a report that a supplier or subcontractor has violated the minimum labour standards of the Policy, the City shall send a notice of the violation to the supplier.

2. A notice of violation shall: a) describe the violation, including which minimum labour standard(s) of the Policy has/have been allegedly violated; b) specify the entity which the City believes has violated the minimum labour standards in the Policy; and c) set out the supplier's requirement to respond to a notice of violation within 30 days (in accordance with subsection 5.3).

3. Within 30 days from the date of the notice of violation, the supplier shall provide the City with: a) supporting information to demonstrate

that the violation(s) described in the notice did not occur; or\_b) a detailed remedial plan to demonstrate how the violation described in the notice shall be rectified within one year of the date of the notice.

4. If the supplier responds to the notice of violation with documentation that the violation did not occur, the City may require the supplier to co-operate with a third-party audit or a Ministry of Labour audit.

5. If a third-party or Ministry of Labour audit determines that the violation of the minimum labour standards set out in the notice of violation did occur, the supplier shall submit a detailed program to demonstrate how the violation described in the notice shall be rectified within one year of the date of the notice.

6. If a remedial program has been submitted in response to a notice of violation, the City may require the supplier to co-operate with a third-party audit to verify that the violation has been rectified in accordance with the remedial program.

## **6. TERMINATION**

1. The City has the authority to terminate any contract with a supplier without notice or penalty if:

a) A supplier who has been sent a notice of violation has failed to make an adequate response within 30 days,\_b) The supplier refuses to submit or fails to cooperate with a third-party audit as required by the City; or\_c) A third-party audit of a factory where violations have been reportedly corrected (as per section 5.6) determines that the violation was not rectified in accordance with the agreed upon remedial program.

2. If the City terminates an agreement under this section with a supplier, it ceases to be liable to the supplier or to any other person for any unpaid amounts that would otherwise have been payable under the agreement and shall not be under any obligation to return to the supplier any product supplied by the supplier under the agreement.

3. The City, at its discretion, may terminate a contract or prohibit a vendor from holding contracts with the City for filing false information or for failing to file information required under this policy.

## **Deconstructing the Fizzy Behemoth**

Some personal habits can be quite difficult to break. Whether it is slamming the door of a friend's car in order to ensure that it stays closed because your car is a piece of garbage, not putting the toilet seat up, constantly forgetting to fully shut off the taps in the kitchen sink, or any other myriad of behaviours, it's hard to deny that once a person gets into the habit of doing something a certain way, it can be surprisingly difficult to change.

At no point in my life did this become more apparent than the Holiday Season of 2004. I'm referring to the attachment millions (if not billions) of my fellow global citizens have towards corporations and the products and/or services they provide. Whether it was sitting around with family and watching the animated holiday classics Disney produced many years ago, observing the simultaneous arrival of Santa Claus in virtually every major North American metropolis, or the endless bombardment of advertisements reminding consumers of the importance of finding "the perfect gift for that special someone", it was undeniably difficult to not be confronted with the growing corporatization and commercialization of our lives. This in and of itself was nothing new to me, as I have become increasingly disenchanted with what has become of the Holidays over the years. However, what was different last year was that for the first time, I became acutely aware of how years of subjugation to corporate propaganda (particularly at a specific time of year) can help create a loyal clientele. And I have one company in particular to thank for this epiphany; Coca-Cola.

Although IBM, Disney, McDonald's, and Wal-Mart are among the biggest multinational corporations in existence today, perhaps the most recognizable corporate moniker in the world may belong to Coke, and it's not hard to see why. Coca-Cola is the largest producer of soft drinks on the planet, and is a corporation that has repeatedly managed to maintain or increase its profile through a constant supply of flashy advertisements. It is repeatedly cited by members of the business community as being a shining example of American-style capitalism that has flourished for almost a century, and has succeeded in doing what only a few corporations have been able to do thus far; become a cultural icon. With this status, Coke has managed to create intense emotional attachments to its products and illicit strong positive feelings towards its advertisements.

Now before all the naysayers condemn me for exaggerating this phenomenon, I offer two personal anecdotes that I am quite certain are not unique to my own experiences. At a traveling road show a few years ago I stumbled across various Coke memorabilia from the 1950's on, and I was struck by how nostalgic I felt when I took a look at all the glass bottles, toys, and mini-fridges I remembered seeing when I was a child. Why did I feel this way? It was because I remember being a Coke-aholic as a kid and associating with these very items during the carefree days of my childhood. As well, I'm sure many people (myself included) still find the commercials with the CG polar bears and penguins drinking and sharing Coke to be adorable and among the most well-done ads ever produced. Again, those who will see these commercials will remember the cute little fuzzy animals and the product they were promoting, particularly since these commercials run almost exclusively over the Holiday Season.

So what does this mean? Is it simply that Coca-Cola has perfected the art of advertising solely for the purposes of creating a reliable long-term customer base to ensure a hugely profitable enterprise for the foreseeable future? Or is there more to this that should be examined? After all, could a company that created those plastic bottle openers and fuzzy baby penguins really do anything bad? One of the important benefits of having a marketing machine as effective as Coca-Cola's is that the company can create whatever image of itself that it wants, and its loyal following will almost certainly not question its practices. And as it turns out, if we strip away the glossy veneer, we find that there is far more to this fizzy behemoth than meets the eye.

In 1996, Isidro Segundo Gil, a trade union leader at a bottling plant of a Coca-Cola subsidiary in Colombia, was murdered by paramilitaries apparently doing the bidding of a plant manager who had gone on the record as saying he authorized the use of such brutal methods in an attempt to bust the union. Two days after Gil's death, the paramilitaries returned to the plant and instructed the workers to either resign from the union, leave the area immediately, or be killed. Faced with no feasible alternatives, the union disbanded. Unfortunately, these were not the only incidents at Coca-Cola bottling plants in Colombia. Since 1989, there have been 8 union leaders who have died under similar circumstances, and numerous others who have been threatened, kidnapped, beaten, and/or had their families similarly threatened (with the most recent documented case occurring in 2003). In 2001, the Colombian trade union SINALTRAINAL (with help from the United Steelworkers of America) filed a suit against Coke and its subsidiaries demanding compensation and an end to the human-rights abuses at its plants.

However, it is not just in Colombia that Coca-Cola has been accused of engaging in nefarious practices. In India, Coke has been accused of committing crimes against humanity through its continued overdrawing of groundwater, thereby contributing to the systematic lowering of the water table in many parts of the country and the subsequent destruction of the livelihood of countless farmers who already live below the poverty line.

In addition, local residents have also complained that the company has contributed to the pollution of the groundwater and the soil surrounding its bottling facilities through the distribution of the toxic waste produced at its plants as fertilizer, and that Coke products sold in India have a much higher concentration of DDT than in other parts of the world. In response to Coca-Cola's inaction to these charges, those most affected by the company's practices decided to take matters into their own hands and from 2002 on, several Coca-Cola plants became the scenes of heated protests, causing the indefinite closure of at least one plant in the Kerala province.

In the United States, a class-action lawsuit against Coca-Cola was settled out of court in 2001 for a total sum of \$192.5 million to be paid to 2,200 current and former African-American employees who charged the corporation with racial discrimination with regard to salary, promotions, and performance reviews. At an average of \$38,000 per person, even the judge presiding over the case admitted that some of the plaintiffs would not get all that they deserved. In 2005, workers at a plant of a Coca-Cola

subsidiary in St. Petersburg, Russia went on strike to protest their working conditions. Members of the local trade union demanded an end to the managerial practice of distributing unequal salary increases based solely on performance reviews, as many of the plant's workers had not received any sort of wage increase since 1997. Workers also complained of being forced to work six to seven days a week, of having shift schedules change without notice, and with having to work long hours with no overtime pay. Union leaders were seeking a contract that would guarantee maximum work weeks and wage indexation in order to keep pace with inflation.

Also in 2005, workers of a Coca-Cola subcontractor in Turkey were fired en masse after refusing to resign from their union. In a suit against the company, the International Labour Rights Fund alleged that after workers staged peaceful rallies in and around the plants demanding their reinstatement, police arrived and arrested the majority of protesters, several of whom were injured by police actions. It was believed that since the police entered Coca-Cola property, they were acting on direct orders from the plant's managers. And finally, trade union leaders at a bottling plant in Eritrea were arrested by security officers and have been detained without charge and legal counsel for months (contrary to Eritrean law which stipulates that any arrested person must be brought before a judge within 48 hours), in what appears to be politically-motivated attempt to discourage trade union leaders across the country from fulfilling their mandates.

It should be pointed out that many of the charges against Coca-Cola are still pending, and this is perhaps the most common refrain heard from apologists of this corporation because after all, one is supposedly innocent until proven guilty. However, I'm sure that Meher Arar and countless other individuals at home and abroad who have had their rights systematically stripped away in our post-9/11 world would challenge the universality of that assertion. Coca-Cola has the luxury of having immense capital at its disposal to fight any charges brought against it, far more than any of the plaintiffs in these cases could ever hope to have. This makes it all that much more difficult to prove guilt "beyond reasonable doubt" in the court of law. If there has been a reversal of the presumption of innocence for people deemed a threat to national security in many countries today, why must we still assume that multinational corporations who have been accused of committing atrocities in countries where they operate are innocent until "proven" guilty?

In fact, Coca-Cola did not begin to respond to the charges levied against it until it no longer became financially feasible for it to simply ignore them. Only when boycotts and court cases began to emerge en masse did the company initiate a public relations campaign in an attempt to diffuse criticism of its practices, saying that it did not condone any unethical behaviour by its employees and highlighting some of the "good" things the corporation has done around the world. However, at the same time Coca-Cola has systematically refused to allow independent investigations into the working conditions at its plants in Colombia and around the world. And although it can be argued that these subsidiaries do act semi-independently from the parent company in the United States, the fact that billions of dollars in profit flow from these plants to Coke's corporate headquarters should lead people to question how plausible this line of reasoning really is.



One would think that when billions of dollars (\$4.85 billion U.S. profit in 2004 alone) are at play, the parent company might know more about what's going on at its subsidiaries than it lets on.

Which brings me back to epiphany I had over a year ago. The beauty of clever marketing by a cultural icon is that it can blind people to its more nefarious deeds in a far-off land through the construction of touchy-feely advertisements and nostalgia-inducing paraphernalia. In the case of Coke, we as consumers don't even think about the product we consume as much as all the memories associated with the glass bottles we drank out of as children or the Santa Claus commercials we saw on television years ago. It is precisely these warm, personal feelings and attachments that have allowed so many of us to ignore the horrible things Coca-Cola and other multinational corporations have done around the world. Habits of consumption are among the most difficult to break, and it is only when we look beyond the style of corporations such as Coca-Cola and confront their substance that we can really begin change the forces that impact our lives.

## Resources for Ethical Violations

- 1) [www.killercoke.org](http://www.killercoke.org) (when in doubt, check this site out)
- 2) <http://www.zmag.org/content/showarticle.cfm?ItemID=10037>  
(a peer-reviewed journal that dedicated an article to Coca-Cola)
- 3) <http://www.mindfully.org/Industry/Coca-Cola-Human-Rights20jul01.htm>  
(summary of the United Steelworkers of America lawsuit against Coke)
- 4) <http://www.guardian.co.uk/colombia/story/0,11502,1004612,00.html>  
(One of the first pieces written by mainstream media on Coke's crimes in Colombia, and go figure...it wasn't based in North America)
- 5) <http://www.infoshop.org/inews/article.php?story=20061029103525736>  
(not mentioned in my piece, but is a short piece highlighting the links between Coke and the brutal government in Mexico)
- 6) <http://www.opendemocracy.net/xml/xhtml/articles/2790.html>  
(Another great piece about Coke in Colombia and its previous deeds in Guatemala)
- 7) <http://www.indiaresource.org/campaigns/coke/index.html>  
(The best site available for Coke's crimes in India)
- 8) <http://www.killercoke.org/ms-r040519.htm>  
(Info. on Coke's out-of-court settlements in the US)
- 9) <http://www.mosnews.com/news/2005/05/23/communistsagainstcoke.shtml>  
[http://www.sptimes.ru/index.php?action\\_id=2&story\\_id=3622](http://www.sptimes.ru/index.php?action_id=2&story_id=3622)  
(Newspapers in Russia on the strike at a Russian Plant)
- 10) <http://www.uksac.revolt.org/uksac%20-%20turkey%20-%20background.htm>  
(info. about the 2005 attack on striking workers in Turkey...from the United Kingdom Students Against Coke web-site)
- 11) <http://www.indiaresource.org/news/2005/2052.html>  
(an update about a lawsuit against Coke in Turkey alleging torture of striking workers)
- 12) [http://www.unionvoice.org/studentsagainstsweat/alert-description.html?alert\\_id=1477729](http://www.unionvoice.org/studentsagainstsweat/alert-description.html?alert_id=1477729)  
(letter from United Students Against Sweatshops to Coke)

13) <http://www.labournet.net/world/0505/coke1.html>

(info. about the unconstitutional detention of union leaders at Coke plants in Eritrea)

# THE SINGLE SOURCE COLD BEVERAGE AGREEMENT

## OVERVIEW OF ALTERNATIVE OPTIONS

November 21, 2006

### INTRODUCTION

During its meeting on October XX, 2006, Council passed the following motion:

JANZ/DOLLANSKY MOVED THAT Students' Council direct the Executive Committee to begin looking into other options, in addition to (the) Coca-Cola Single Source Beverage Agreement and present the findings to Council.

This document provides an overview of those alternative options.

Before proceeding with that overview, it is important to note that the current Single Source Cold Beverage Agreement will not expire until May 31, 2010 under the "Existing Situation", and that the "Extension Option" currently available is the product of many months of negotiation. The pursuit of any option involving alternative, campus-wide arrangements before that date (i.e., arrangements other than the Existing Situation and the Extension Option) would need to reflect the following considerations:

- 1) The Students' Union (SU) and the University would need to jointly explore the potential for a similar partnership with another supplier.

Almost by definition, no option involving a campus-wide arrangement can be pursued without the involvement and agreement of the University; the SU cannot make commitments in relation to space or activities it doesn't control. However, the reverse is also true, and in a highly sensitive area such as this the University should arguably not be making a campus-wide commitment without the involvement and agreement of the SU.

This effectively means that neither the University nor the SU can explore alternative, campus-wide arrangements unless they do so together.

The University has indicated that it would not support or participate in any process seeking to explore the potential for new partnerships (i.e., partnerships with organizations other than Coca-Cola) prior to late-2009. The University reached this determination based on clear advice from its Supply Management Department that, with almost four years to go on an existing contract, any such process would be unethical; such a process should take place within a reasonable period before the expiration of an existing contract, and should be conducted with a view to ensuring smooth and seamless business arrangements.

In fact, the ethical issue becomes even more pronounced when we consider that we have been negotiating in good faith with Coca-Cola - and they with us - on the premise that we were all seeking a way of avoiding a two-year penalty period that favours Coca-Cola. This has given us clear insight into Coca-Cola's final financial offer, and it would be unethical (even legally dangerous) now to enter into a separate process with another potential partner.

It must therefore be concluded that it is not an option at this point to negotiate (or even engage in informal discussions) with a potential partner other than Coca-Cola if this relates to a campus-wide arrangement.

In truth, precisely the same ethical issues would apply to the SU if we wished to explore the potential for SU-only (rather than campus-wide) arrangement; we are party to the same contract and we have been privy to the same, confidential negotiations, so the same ethical considerations apply to the SU.

- 2) There is no way to reliably establish what any potential partner would be willing to offer in 2010.

As things stand, this contract will not end until 2010 and will therefore not be available for a renewal with Coca-Cola (other than through the Extension Option) or for a new contract with another partner until that time.

Operating, as they do, in a highly competitive and volatile business sector, neither Coca-Cola nor any other potential partner would be prepared to specify in 2006 what they would be willing to offer (in key areas such as product pricing and remuneration) for a similar arrangement in 2010.

The only time at which we can secure a valid assessment of worth for a campus-wide arrangement is in late-2009/early-2010.

In summary, the SU cannot secure any assessment now of what a campus-wide agreement might offer in 2010.

If the SU wants an assessment of worth right now:

- a) we would need to operate from a position of highly questionable ethics in order to secure it,
- b) we could only address our own space and operations, and we would have no right to incorporate the University's space and operations without the University's prior approval (which will not be forthcoming), and:
- c) the assessment would be valueless unless we were willing to act on it immediately in some way.

The only way in which we could act on it in the short term would involve breaching our contractual commitment to the University and Coca-Cola, either at the end of the initial ten-year term (May 2008) or even immediately. This, it is strongly suggested, is not a practical option from the legal, financial or ethical perspectives. It is almost certain that such a course of action would result in serious legal and financial repercussions, as well as major damage to the SU's reputation as a responsible, ethical and reliable business partner. This latter dimension would impact adversely on the SU's ability to partner with other parties in a variety of areas, and could greatly impair the SU's ability to work with the University in other areas offering benefit to students.

## **THE OPTIONS**

Against the backdrop covered in the Introduction, it is suggested that there are still just two main options:

- OPTION 1** To adhere to the present Agreement and leave unchanged its May 31, 2010 expiration date (the "Existing Situation").
- OPTION 2** To terminate the present Agreement as of May 31, 2005 and replace it with a similar Agreement expiring on May 31, 2015 (the "Renewal Option").

The pursuit of Option 1 - allowing the Agreement to terminate at the end of the two-year penalty period in 2010 - would, however, create some new option opportunities at that time. These include the following:

- Option 1 A)** To enter into a Request for Proposals ("RFP") process with the University with the goal of selecting the best partner in areas such as product, pricing and remuneration, and other factors deemed important.
- Option 1 B)** To issue a standalone Students' Union RFP - i.e., without the involvement of the University. Again, the goal would be to select the best partner for the SU, using criteria of importance to the SU.
- Option 1 C)** To remove the cold beverage area from the list of areas in which the SU is willing to enter into longer term agreements, so leaving the organization to negotiate the best deals it can achieve on a year-to-year basis.

## **OPTION ASSESSMENTS**

This is a controversial issue in the student community, with much of the controversy pivoting around some broader political dimensions, and some further concerns relating to wellness issues associated with the high sugar content of certain beverages. It is important that each option is considered in terms of its full breadth of major implications. The more-major implications for each of the options are as follows:

- OPTION 1 A)** To adhere to the present Agreement and leave unchanged its May 31, 2010 expiration date (the "Existing Situation"), AND:

To enter into a RFP process with the University in 2010 with the goal of selecting the best partner in areas such as product, pricing and remuneration, as well as other factors deemed important.

### **Considerations:**

1. There would be a two-year period without remuneration; the annual inflow to scholarships & bursaries (almost \$500,000) and the annual inflow to the SU for student services (over \$50,000) would cease for 2008-09 and 2009-10.
2. Based on initial indications from the University, it is far from certain that they would replace the lost scholarship & bursary funding with funding from alternative sources or through budget reallocations, and the SU would be faced with similar challenge in replacing its lost income.

3. There is a risk that the cold beverage industry will not be as receptive to these deals in 2010 - meaning that the kind of funding support currently on offer from Coca-Cola might no longer be available from them or any other potential partner.
4. The University would need to be equally willing to take a course of action involving this level of uncertainty, and the indications at this time are that they would not be willing to do so. If the SU were to decide to adhere to the current contract and reject the proposed renewal, there is a possibility that the University might decide to push ahead with a bi-partite contract extension with Coca-Cola. Under such a situation, the SU would still enjoy the financial and other benefits of the existing agreement until the end of the 2007-08 contract year, but would be required to adhere to the contract for the two-year penalty period during 2008-09 and 2009-10; the University, meanwhile, would enter into an extension with Coca-Cola providing benefits from 2008-09 to 2014-15, and the SU would be left on the outside of that arrangement and the associated benefits.
5. If a 2010 RFP process were to result in a proposed single source agreement, students would (at the SU's insistence) have the opportunity to approve or reject the agreement at that time.
6. If a 2010 process were to result in another single source agreement, students would still not have freedom of choice in their on-campus purchases of the covered beverage.
7. If a 2010 process were to result in another single source agreement:
  - a) depending on the partner chosen, political concerns with regard to corporate conduct may remain.
  - b) depending on the beverages covered, any wellness concerns with regard to certain cold beverages may remain.
  - c) depending on the terms of that agreement, concerns with regard to confidentiality and openness may remain.

**Option 1 B)** To adhere to the present Agreement and leave unchanged its May 31, 2010 expiration date (the "Existing Situation"), AND:

To issue a standalone Students' Union RFP - i.e., without the involvement of the University - in 2010. Again, the goal would be to select the best partner for the SU, using criteria of importance to the SU.

Considerations:

1. Consideration #1 under Option 1 A) still applies.
2. Consideration #2 under Option 1 A) still applies.
3. Consideration #3 under Option 1 A) still applies.
4. Consideration #4 under Option 1 A) still applies.
5. If a 2010 RFP process were to result in a proposed single source agreement, the SU would only commit to it with Council approval or based on the results of a plebiscite.
6. If a 2010 process were to result in a single source agreement with the same partner as that selected by the University, students would still not have freedom of choice in their on-campus purchases of the covered beverage. However, the SU could deliberately select another partner in order to ensure freedom of choice on campus.
7. If a 2010 process were to result in a single source agreement:
  - a) depending on the partner chosen, political concerns with regard to corporate conduct may remain.
  - b) depending on the beverages covered, any health concerns with regard to certain cold beverages may remain.
  - c) the SU would be in a position to ensure that any concerns with regard to confidentiality and openness area addressed.
8. The volume of business offered by the SU as its contribution to a single source arrangement is substantially lower than the volume offered by the SU and the University together. This fact would make such an arrangement far less appealing to potential partners, and both reduced remuneration

and higher costs are likely. The higher product costs would probably result in higher beverage prices for students, and might create difficulty in ensuring that beverage prices in the SU's operations remain competitive with those in University operations.

**Option 1 C)** To adhere to the present Agreement and leave unchanged its May 31, 2010 expiration date (the "Existing Situation"), AND:

To remove the cold beverage area from the list of areas in which the SU is willing to enter into longer term agreements, so leaving the organization to negotiate the best deals it can achieve on a year-to-year basis.

Considerations:

1. Consideration #1 under Option 1 A) still applies.
2. Consideration #2 under Option 1 A) still applies.
3. Consideration #4 under Option 1 A) still applies.
4. The SU could opt to ensure freedom of choice.
5. If the SU should opt NOT to enter into a single source arrangement with any cold beverage supplier, there will be no remuneration, and higher product costs are virtually certain (meaning higher prices for students as well as difficulty in ensuring that beverage prices in the SU's operations remain competitive with those in University operations).

**OPTION 2:** To terminate the present Agreement as of May 31, 2005 and replace it with a similar Agreement expiring on May 31, 2015 (the "Renewal Option").

Considerations:

1. The two-year period without remuneration would be removed.
2. The scholarship and bursary funding flowing to the University and the student services funding flowing to the Students' Union would remain in place, and would be extended until 2015.
3. The parties avoid the risk that the cold beverage industry will not be as receptive to these deals in 2010.
4. The University is supportive of this course of action and, thus, the danger abates (but does not disappear) that the University might decide to push ahead with a bi-partite contract extension with Coca-Cola.
5. Students will determine, through a plebiscite, whether they wish their SU to participate in the proposed agreement.
6. If the 2006 process results in an extension of the single source agreement:
  - a) students would still not have freedom of choice in their on-campus purchases of the covered beverage.
  - b) depending on the partner chosen, political concerns with regard to Coca-Cola's alleged corporate conduct in other parts of the world may remain.
  - c) depending on the terms of that agreement, concerns with regard to confidentiality and openness may remain.

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# Omer Yusuf, Vice President (Student Life)

## Report to Council

December 5, 2006

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Greetings Council,

Not much has changed in a week, so I'll give you a brief list of highlights over the course of the week.

- ❑ Rent increases: I've been in email correspondence with the RHA, and Sam and I are trying to talk to as many residence associations as possible through the RHA. We've already met with International House, and we will be meeting with ECV and Newton later this week. By meeting with the residence associations, we're clarifying our stance on the issue, and trying to communicate effective ways to voice concern to these rent increases. Overall, it's going well, and we have a meeting with the Budget Advisory Committee on December 13<sup>th</sup> at 8:00. For those of you that are interested, this is one hour before my final exam.
- ❑ Services: the Students' Union launched a services volunteer appreciation party, which I believe went over quite well. The idea of integrating services more with one another was definitely a good move among the service directors and the senior manager, and we're looking at other ways to further integrate services with one another in other in other events, and looking to the future, training.
- ❑ AntiFreeze: we have 26 teams, 13 in each of the Avalanche and Iceberg divisions. Although many hardcore councillors are signed up to participate, only those with the most endurance and drive will win.
- ❑ SU Christmas Party for Kids: An extremely rewarding event that invites children from less fortunate schools to participate in a day of holiday fun run by students at this University. Michael Schwake is the key coordinator for this event, and has put in a lot of work to make this an amazing event.
- ❑ ECOS: The last meeting happened this week with a semi-ready document. The full document will soon be ready for council and for the exec to review the operation of ECOS within the SU. Highlights include ECOS' position on being political, its main goals for the year, and its mandate.