The Honorable Robert B. Zoellick United States Trade Representative Executive Office of the President Washington, D.C. 20508

April 6, 2004

#### Dear Ambassador Zoellick:

Pursuant to Section 2104 (e) of the Trade Act of 2002 and Section 135 (e) of the Trade Act of 1974, as amended, I am pleased to transmit the report of the Labor Advisory Committee on Trade Negotiations and Trade Policy on the U.S. – Morocco Free Trade Agreement, reflecting the committee's consensus advisory opinion on the proposed Agreement.

Sincerely,

George Becker

Chair of the Labor Advisory Committee on Trade Negotiations and Trade Policy

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Report of the Labor Advisory Committee for Trade Negotiations and Trade Policy (LAC)

**April 6, 2004** 

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## Labor Advisory Committee for Trade Negotiations and Trade Policy Report to the President, the Congress and the United States Trade Representative on the U.S.-Morocco Free Trade Agreement

April 6, 2004

## I. Purpose of the Committee Report

Section 2104(e) of the Trade Act of 2002 (TPA) requires that advisory committees provide the President, the U.S. Trade Representative (USTR), and Congress with reports required under Section 135(e)(1) of the Trade Act of 1974, as amended, not later than 30 days after the President notifies Congress of his intent to enter into an agreement.

Under Section 135(e) of the Trade Act of 1974, as amended, the report of the Advisory Committee for Trade Policy and Negotiations and each appropriate policy advisory committee must include an advisory opinion as to whether and to what extent the agreement promotes the economic interests of the United States and achieves the applicable overall and principle negotiating objectives set forth in the Trade Act of 2002.

The committee report must also include an advisory opinion as to whether the agreement provides for equity and reciprocity within the relevant sectoral or functional area of the committee.

Pursuant to these requirements, the Labor Advisory Committee for Trade Negotiations and Trade Policy (LAC) hereby submits the following report.

#### **II. Executive Summary of the Committee Report**

This report reviews the mandate and priorities of the LAC, and presents the advisory opinion of the Committee regarding the U.S.-Morocco Free Trade Agreement (FTA). It is the opinion of the LAC that the Morocco FTA neither fully meets the negotiating objectives laid out by Congress in TPA, nor promotes the economic interest of the United States.

The labor provisions of the Morocco FTA will not protect the core rights of workers in either country, and represent a big step backwards from the Jordan FTA and our unilateral trade preference programs. The agreement's enforcement procedures completely exclude obligations for governments to meet international standards on workers' rights. Provisions on investment, procurement, and services constrain governments' ability to regulate in the public interest, pursue responsible procurement policies, and provide public services. Rules of origin and safeguards provisions invite producers to circumvent the intended beneficiaries of the trade agreement and fail to protect workers from the import surges that may result.

## III. Brief Description of the Mandate of the Labor Advisory Committee

The LAC charter lays out broad objectives and scope for the committee's activity. It states that the mandate of the LAC is:

To provide information and advice with respect to negotiating objectives and bargaining positions before the U.S. enters into a trade agreement with a foreign country or countries, with respect to the operation of any trade agreement once entered into, and with respect to other matters arising in connection with the development, implementation, and administration of the trade policy of the United States.

The LAC is one of the most representative committees established by Congress to advise the administration on U.S. trade policy. The LAC is the only advisory committee with more than one labor representative as a member. The LAC includes unions from nearly every sector of the U.S. economy, including manufacturing, high technology, services, and the public sector. It includes representatives from unions at the local and national level, together representing more than 13 million American working men and women.

## IV. Negotiating Objectives and Priorities of the Labor Advisory Committee

As workers' representatives, the members of the LAC judge U.S. trade policy based on its real-life outcomes for working people in America. Our trade policy must be formulated to improve economic growth, create jobs, raise wages and benefits, and allow all workers to exercise their rights in the workplace. Too many trade agreements have had exactly the opposite result. Since NAFTA went into effect, for example, our combined trade deficit with Canada and Mexico has grown from \$9 billion to \$95 billion, leading to the loss of hundreds of thousands of jobs in the United States. Under NAFTA, U.S. employers took advantage of their new mobility and the lack of protections for workers' rights in the agreement to shift production, hold down domestic wages and benefits, and successfully intimidate workers trying to organize unions in the U.S. with threats to move to Mexico.

In order to create rather than destroy jobs, trade agreements must be designed to reduce our historic trade deficit by providing fair and transparent market access, preserving our ability to use domestic trade laws, and addressing the negative impacts of currency manipulation, non-tariff trade barriers, financial instability, and high debt burdens on our trade relationships. In order to protect workers' rights, trade agreements must include enforceable obligations to respect the core labor standards of the International Labor Organization (ILO) – freedom of association, the right to organize and bargain collectively, and prohibitions on child labor, forced labor, and discrimination – in their core text and on parity with other provisions in the agreement.

The LAC is also concerned with the impact that U.S. trade policy has on other matters of interest to our members. Trade policy must protect our government's ability to regulate in the public interest; to use procurement dollars to create jobs, promote economic development and achieve other legitimate social goals; and to provide high-quality public services. Finally, we believe that American workers must be able to participate meaningfully in the decisions our government makes on trade, based on a process that is open, democratic, and fair.

## V. Advisory Committee Opinion on the Agreement

The Morocco FTA fails to meet these basic goals. The FTA largely replicates the NAFTA, which has cost the U.S. hundreds of thousands of jobs, allowed violations of core labor standards to continue, and resulted in numerous challenges to laws and regulations designed to protect the public interest. In the past three years, American workers have lost 2.8 million manufacturing

jobs, many due to the failures of our trade policy. These same policies resulted in another record-breaking trade deficit last year, of \$489 billion. The U.S. ran a small \$80 million trade surplus with Morocco last year, down from more than \$200 million five years earlier. If history is any guide, the FTA will only continue to worsen, rather than improve, our trade balance.

The LAC is not opposed in principle to expanding trade with Morocco, if a trade agreement could be crafted that would promote the interests of working people in, and benefit the economies of, both countries. Unfortunately, the U.S. Trade Representative has failed to reach such agreement with Morocco. Instead, the labor provisions of the Morocco FTA make little progress beyond the ineffective NAFTA labor side agreement and actually move backwards from the labor provisions of our unilateral trade preference programs and the Jordan FTA. Meanwhile the commercial provisions of the agreement do more to protect the interests of U.S. multinationals corporations than they do to promote balanced trade and equitable development.

#### A. Trade Impacts of the Morocco FTA

In every case in which the United States has concluded a comprehensive "free trade agreement" with another country, the impact on our trade balance has been negative, despite promises to the contrary. Our combined trade deficit with Canada and Mexico is now more than ten times what it was before NAFTA went into effect. Since granting China Permanent Normal Trade Relations in 2000, the U.S. trade deficit with China has increased by almost 43 percent, hitting a staggering \$124 billion last year – making it our single largest bilateral deficit. The U.S. has even managed to rack up a trade deficit with tiny Jordan, with whom we had a surplus when we entered into a free trade agreement in 2001. Our trade deficit continues to rise as we reach new trade deals. Even in the services sector, where we are supposed to enjoy a trade advantage, we have seen our surplus fall as U.S. investors move overseas to export services back into the U.S. market.

It is hard to know if our trade balance will fare much better under the Morocco agreement. The administration has still not released any analysis of the economic impacts of the agreement, despite clear instructions from Congress to do so. Section 2102(c)(5) of TPA instructs the President to provide a public report to Congress on the impact of a future trade agreement on United States employment and labor markets. This review is supposed to be available as early as possible in the negotiations, before negotiating proposals are put forward. But now, even after negotiations have been concluded, there is still no such review available. The ITC review of the economic impact of new trade agreement, also mandated by Congress in TPA, has only begun, and is not due until after the agreement is signed.

It is possible that the agreement will result in a deteriorating trade balance in some sectors, including sensitive sectors such as apparel. Even where the market access provisions of the agreement themselves may not have much of a negative impact on our trade relationship, provisions on investment, procurement and services could further facilitate the shift of U.S. investment and production overseas, harming American workers.

#### **B.** Labor Provisions of the Morocco FTA

The Morocco FTA's combination of unregulated trade and increased capital mobility not only puts jobs at risk, it places workers in both countries in more direct competition over the terms and conditions of their employment. High-road competition based on skills and productivity can

benefit workers, but low-road competition based on weak protections for workers' rights drags all workers down into a race to the bottom. Congress recognized this danger in TPA, and directed USTR to ensure that workers' rights would be protected in new trade agreements. One of the overall negotiating objectives in TPA is "to promote respect for worker rights ... consistent with core labor standards of the ILO" in new trade agreement. TPA also includes negotiating objectives on the worst forms of child labor, non-derogation from labor laws, and effective enforcement of labor laws.

Unfortunately, the labor provisions of the Morocco FTA fall far short of meeting these objectives. Instead, the agreement actually steps backwards from existing labor rights provisions in the U.S. – Jordan FTA and in our Generalized System of Preferences (GSP) program. In the Morocco agreement, only one single labor rights obligation – the obligation for a government to enforce its own labor laws – is actually enforceable through dispute settlement. All of the other obligations contained in the labor chapter, many of which are drawn from Congressional negotiating objectives, are explicitly not covered by the dispute settlement system and thus completely unenforceable.

This agreement will allow deficiencies if Morocco's labor laws to persist. Morocco recently enacted badly needed labor law reforms intended to address years of criticism from the ILO, U.S. State Department, and international labor movement. But it appears that some restrictions on fundamental workers' rights remain. The State Department report for 2003 states that "unions were not completely free from government interference," and "Union officers were sometimes subject to government pressure," but there is no indication that the labor code was reformed to prevent and penalize such interference.

Anti-union discrimination has been another recurring problem in Morocco, noted by the State Department and the ILO's Committee of Experts and Committee on Freedom of Association. The new law specifies that a worker cannot be fired for participating in trade union activity and requires payments for any "unfair" dismissal, and the State Department reports that "courts have the authority to reinstate arbitrarily dismissed workers." But it is not clear whether or not the new law actually mandates reinstatement for workers fired due to anti-union discrimination, as required by the ILO. It is also not clear whether or not the new law prohibits all forms of anti-union discrimination, not just in dismissals, but also in hiring, renewals of contracts, and conditions of work. This is of particular concern given the fact that the recent reforms also gave employers new leeway to use temporary contracts and flexible hours, legal loopholes that employers have exploited in other countries to discriminate against union activists without directly dismissing them.

According to the State Department, the recent labor law reforms also fail to guarantee workers' right to strike. The reforms leave in place the ability of employers to seek criminal prosecution of striking workers who "conduct a sit-in, damage property, and/or prevent non-striking employees from getting to their jobs." In addition, the new code allows the government to "break up demonstrations in public areas that do not have government authorization, and to prevent the unauthorized occupancy of private space such as a factory." The State Department also reports that, "The new statute prohibits sit-ins. Unions may not prevent non-strikers from going to work nor may they hold sit-ins and engage in sabotage. Any striking employee who

prevents someone from getting to his job is subject to a 7-day suspension. A second offense within 1 year is punishable by a 15-day suspension."

These laws are in direct violation of the right to strike. In Paragraph 174 of its 1994 General Survey on Freedom of Association and the Right to Organize and Bargain Collectively, the ILO states, "restrictions on strike pickets and workplace occupations should be limited to cases where the action ceases to be peaceful." These restrictions are especially troubling given Moroccan employers' willingness to exploit legal deficiencies to punish workers exercising their right to strike, often when these workers had to resort to strike activity in response to the employer's obstruction of collective bargaining:

- In ILO's Committee on Freedom of Association (CFA), in reviewing complaint No. 2082 against Morocco, noted the marked inability of workers and employers to peacefully resolve labor disputes in Morocco, and the government's failure to provide effective machinery for resolving these disputes: "The Committee deplores that, in many of these cases [filed against Morocco over the past five years], it had not been possible to find a peaceful solution to the collective labor disputes and that the Government considered it necessary to have recourse to police intervention which, in the Committee's opinion, is not conducive to harmonious labor relations. This situation would appear to reveal a lack of sufficient and effective machinery to enable solutions to be rapidly found to this type of dispute."
- In complaint no. 2048 against Morocco, the CFA expressed its concern about the harshness of criminal sentences handed down to punish strikers, and stated that these penalties enable employers to "repress" legitimate trade union activities. The CFA stated, "Moreover, the authorities should not resort to arrests and imprisonment in connection with the organization of or participation in a peaceful strike; such measures entail serious risks of abuse and are a grave threat to freedom of association."

The continued availability of penal sanctions after the latest labor law reforms, and the new prohibition on sit-down strikes, will enable employers to continue repressing workers' right to strike in defiance of ILO recommendations. This failure to comply with ILO standards on the right to strike greatly impairs workers' ability to use this essential source of leverage in collective bargaining, thus undermining one of the most important tools for the improvement of worker welfare.

Yet the proposed FTA would allow Morocco to maintain these restrictions on workers' rights in its law, and even to further limit workers' fundamental rights in future labor law reforms. Even for the one labor obligation in the FTA that is subject to dispute resolution – the requirement to effectively enforce domestic laws – the procedures and remedies for addressing violations are significantly weaker than those available for commercial disputes in the agreement. This directly violates TPA, which instructs our negotiators to seek provisions in trade agreements that treat all negotiating objectives equally and provide equivalent dispute settlement procedures and equivalent remedies for all disputes.

The labor enforcement procedures cap the maximum amount of fines and sanctions available at an unacceptably low level, and allow violators to pay fines that end up back in their own territory

with inadequate oversight. These provisions not only make the labor provisions of the agreement virtually unenforceable, they also differ dramatically from the enforcement procedures and remedies available for commercial disputes:

- Under the rules governing commercial disputes, trade sanctions are supposed to have "an effect equivalent to that of the disputed measure [i.e., the measure that violates the agreement]." Yet under the rules governing labor disputes, the amount of a monetary assessment is not just based on the harm caused by the disputed measure. Instead, the panel also takes into consideration numerous other factors, many of which could be used to justify a lower, and thus less effective, sanction. Factors to be considered include the reason a party failed to enforce its labor law, the level of enforcement that could be reasonably expected, and "any other relevant factors." The agreement does not state whether these issues should be considered only as mitigating or aggravating factors, presenting the possibility that a panel could cite these additional factors to reduce the amount of a monetary assessment for a labor violation below the level necessary to remedy the violation an outcome not permitted for commercial violations.
- In commercial disputes, the violating party can choose to pay a monetary assessment instead of enduring trade sanctions, and in such cases the assessment will be capped at half the value of the sanctions. In labor disputes, however, the assessment is capped at an absolute level, no matter what the level of harm caused by the offending measure. Not only are the fines for labor disputes capped, but the level of the cap is so low that the fines will have little deterrence effect. The cap in the Morocco agreement is \$15 million less than 1.8 percent of our total two-way trade in goods with Morocco last year.
- Not only are the caps on fines much lower for labor disputes, but any possibility of trade sanctions is much lower as well. In commercial disputes, a party can suspend the full original amount of trade benefits (equal to the harm caused by the offending measure) if a monetary assessment (capped at half that value) is not paid. In a labor dispute, the level of trade benefits a party can revoke if a monetary assessment is not paid is limited to the value of the assessment itself capped at \$15 million.
- Finally, the fines are robbed of much of their punitive or deterrent effect by the manner of their payment. While the LAC supports providing financial and technical assistance to help countries improve labor rights (and all members of the LAC were appalled to see the funds for such activities in the administration's budget for 2005 slashed from \$99.5 million to just \$18 million), such assistance is not a substitute for the availability of sanctions in cases where governments refuse to respect workers' rights in order to gain economic or political advantage. In commercial disputes under the Morocco FTA, the deterrent effect of punitive remedies is clearly recognized it is presumed that any monetary assessment will be paid out by the violating party to the complaining party, unless a panel decides otherwise. Yet for labor disputes, the violating country pays the fine to a joint commission to improve labor rights enforcement, and the fine ends up back in its own territory. No rules prevent a government from simply transferring an equal amount of money out of its labor budget at the same time it pays the fine. And there is no guarantee that the fine will actually be used to ensure effective labor law enforcement, since trade benefits can only be withdrawn if a fine is

not paid. If the commission pays the fine back to the offending government, but the government uses the money on unrelated or ineffective programs so that enforcement problems continue un-addressed, no trade action can be taken.

The labor provisions in the Morocco FTA are woefully inadequate, and clearly fall short of the TPA negotiating objectives. They will be extremely difficult to enforce with any efficacy, and monetary assessments that are imposed may be inadequate to actually remedy violations. The Morocco FTA will do very little to actually ensure that core workers' rights are respected and improved in the U.S. and Morocco.

#### C. Other Issues in the Morocco FTA

In addition to the problems with the labor provisions of the Morocco agreement outlined above, commercial provisions of the agreement also raise serious concerns for the LAC. These issues have been discussed in detail in previous LAC reports on the Australia, Central America, Chile, and Singapore FTAs. Unfortunately, the Morocco FTA contains many of the same provisions as these previous agreements, and raises many of the same concerns, summarized in brief below.

Investment: In TPA, Congress directed USTR to ensure "that foreign investors in the United States are not accorded greater substantive rights with respect to investment protections than United States investors in the United States." Yet the investment provisions of the Morocco FTA contain large loopholes that allow foreign investors to claim rights above and beyond those that our domestic investors enjoy. The agreement's rules on expropriation, its extremely broad definition of what constitutes property, and its definition of "fair and equitable treatment" are not based directly on U.S. law, and annexes to the agreement clarifying these provisions also fail to provide adequate guidance to dispute panels. As a result, arbitrators could interpret the agreement's rules to grant foreign investors greater rights than they would enjoy under our domestic law. In addition, the agreement's deeply flawed investor-to-state dispute resolution mechanism contains none of the controls (such as a standing appellate mechanism, exhaustion requirements, or a diplomatic screen) that could limit abuse of this private right of action. Finally, the marked difference between the dispute resolution procedures and remedies available to individual investors and the enforcement provisions available for the violation of workers' rights and environmental standards flouts TPA's requirement that all negotiating objectives be treated equally, with recourse to equivalent dispute settlement procedures and remedies.

Intellectual Property Rights: In TPA, Congress instructed our trade negotiators to ensure that future trade agreements respect the declaration on the Trade Related Aspects on Intellectual Property Rights (TRIPs) agreement and public health, adopted by the WTO at its Fourth Ministerial Conference at Doha, Qatar. The Morocco FTA contains a number of "TRIPs-plus" provisions on pharmaceutical patents, including on test data and marketing approval, which could be used to constrain the ability of a government to issue compulsory licenses as permitted under TRIPs and the Doha Declaration. A side letter to the Morocco FTA states, "The implementation of the [intellectual property] provisions ... of the Agreement does not affect the ability of either Party to take necessary measures to protect public health by promoting access to medicines for all." While this statement is welcome, it does not provide adequate guidance as to whether or not the agreement's "TRIPs-plus" provisions on pharmaceuticals will be enforced even if doing so would limit the flexibility to address health crises enshrined in the Doha

Declaration. In addition, the proposed FTA goes beyond TRIPs by, in effect, recognizing the "work for hire" doctrine in Article 15.5(7) of the agreement. This provision is unfair to artists and performers, and is strongly opposed by the LAC.

Government Procurement: The FTA's rules on procurement restrict the public policy aims that may be met through procurement policies at the federal and state level. These rules could be used to challenge a variety of important procurement provisions including local sourcing preferences, living wage laws, anti-sweatshop laws, and project-labor agreements. The agreement's rules extend to procurement at the state level as well as the federal level in the U.S., for those states that have consented to be bound by the FTA. This consent is valid even if it is granted by state governors with little or no discussion with, much less prior approval from, state legislators. The LAC believes that state procurement policies should not be hamstrung by trade rules to which state legislators have never consented.

**Rules of Origin:** Any preferential trade agreement must include a rule of origin that assures that products are manufactured as well as assembled in the beneficiary country. The high degree of international investment in most manufacturing industries makes it essential to set a high rule of origin, focused on manufacturing content rather than on indirect costs or simply on tariff classification changes. The "substantial transformation" rule of origin included in the Morocco agreement is highly problematic. It allows products to qualify for duty-free benefits even if only 35 percent of their value (including content and costs of production) comes from the FTA countries, as long as a "substantial transformation" takes place in the exporting FTA country. There is no minimum amount of value that must originate in the exporting FTA country, as long as a transformation takes place there and as long as the combined FTA country value is 35 percent. This rule is weaker than the Jordan FTA, and could deprive Moroccans of much of the anticipated employment benefits of the agreement. This rule invites abuse by multinational corporations, who will be able to manipulate their production and purchasing to ship goods made primarily in third countries through Morocco for a minimal transformation before entering the U.S. duty free. The rule of origin fails to promote production and employment in the U.S. and Morocco, and it grants benefits to third countries that have provided no reciprocal benefits under the agreement and that are not subject to the agreement's minimal labor and environmental rules.

Safeguards: Workers have extensive experience with large international transfers of production in the wake of the negotiation of free trade agreements and thus are acutely aware of the need for effective safeguards. The safeguard provisions in the Morocco agreement, which offer no more protection than the limited safeguard mechanism in NAFTA, are not acceptable. A surge of imports from large multinational corporations can overwhelm domestic producers very quickly, causing job losses and economic dislocation that can be devastating to workers and their communities. For many American workers losing their jobs to imports, it may be their own employer that is responsible for the surge of imports. In such a case, and similar situations in which an international sourcing decision has been made on the basis of a free trade agreement, the usual remedy of restoration of the previous tariff on the imports will not be enough to reverse the company's decision to move production abroad. U.S. negotiators should have recognized that much faster, stronger safeguard remedies are needed. The Morocco FTA has failed to provide the necessary import surge protections for American workers.

Services: NAFTA and WTO rules restrict the ability of governments to regulate services – even public services. Increased pressure to deregulate and privatize could raise the cost and reduce the quality of basic services. Yet the Morocco agreement does not contain a broad, explicit carve-out for important public services. Public services provided on a commercial basis or in competition with private providers are generally subject to the rules on trade in services in the Morocco FTA, unless specifically exempted. The specific exemptions for services in the Morocco agreement fall short of what is needed to protect important sectors. There are, for example, no U.S. exceptions for energy services, water services, sanitation services, or public transportation services. Even for those services the U.S. did make exceptions for, such as public education and health care, the exemption only applies to some of the core rules of the FTA, not all. These partial exceptions are particularly worrisome given the tendency of trade dispute panels to interpret liberalization commitments expansively, and to interpret exceptions to those commitments narrowly. One manifestation of this problem is the recent WTO decision against the U.S. on gambling services – the U.S. argued unsuccessfully that gambling was not covered by the WTO's General Agreement on Trade in Services, and now faces the prospect of choosing between changing our laws to allow internet gambling or enduring trade sanctions.

#### VI. Conclusion

The LAC recommends that the President not sign the Morocco agreement until it is renegotiated to fully address each of the concerns raised in this report. If the President does send the agreement to Congress in its current form, Congress should reject the agreement, and send a strong message to USTR that future agreements must make a radical departure from the failed NAFTA model in order to succeed.

The LAC recommends that USTR reorder its priorities before continuing with negotiations towards new free trade agreements with the Andean Region, Bahrain, Panama, Southern Africa, and Thailand. American workers are willing to support increased trade if the rules that govern it stimulate growth, create jobs, and protect fundamental rights. The LAC is committed to fighting for better trade policies that benefit U.S. workers and the U.S. economy as a whole. We will oppose trade agreements that do not meet these basic standards.

#### VII. Membership of the Labor Advisory Committee

- 1. Ande Abbott, Director, Shipbuilding & Marine Division, International Brotherhood of Railway Building
- 2. Marjorie Allen, Legislative Representative, AFSCME, AFL-CIO
- 3. Paul Almeida, President, Department of Professional Employees, AFL-CIO
- 4. Mark Anderson, Secretary-Treasurer, Food and Allied Service Trades Department, AFL-CIO
- 5. R. Russell Bailey, Senior Attorney, Airlines Pilots Association
- 6. Gary Baker, President, International Brotherhood of Teamsters, Local 173
- 7. John Barry, President, International Brotherhood of Electrical Workers
- 8. Albert Battisti, Alkali Chemical Plant
- 9. George Becker, President Emeritus, United Steelworkers of America
- 10. Steve Beckman, International Economist, United Automobile, Aerospace and Agricultural Implement Workers of America
- 11. Joseph Bennetta, Teamsters Local 191

- 12. Brian Bergin, Assistant to the President, Building and Construction Trades Department, AFL-CIO
- 13. Carrie Biggs-Adams, Representative-International Affairs, Communications Workers of America
- 14. Michael D. Boggs, International Affairs Director, Laborers' International Union of North America, LIUNA
- 15. Stephen Brown, PACE Local 8-0712, Potlatch Corporation, Consumer Products Division
- 16. Patricia Campos, Legislative Director, Union of Needletrades, Industrial and Textile Employees (UNITE!)
- 17. Francis Chiappardi, Jr., General President, National Federation of Independent Unions
- 18. Joseph Coccho, President, American Flint Glass Workers
- 19. William Cunningham, Associate Director, Department of Legislation, American Federation of Teachers
- 20. Joseph W. Davis, Assistant Director of International Affairs, American Federation of Teachers
- 21. Elizabeth Drake, International Policy Analyst, AFL-CIO
- 22. Jennifer Lynn Esposito, Legislative Representative, International Brotherhood of Teamsters
- 23. Cathy Feingold, Program Specialist, Women in the Global Economy, AFL-CIO
- 24. Douglas A. Fraser, Professor, College of Urban, Labor and Metropolitan Affairs, Wayne State University
- 25. Patricia A. Friend, International President, Association of Flight Attendants
- 26. Michael W. Gildea, Assistant to the President, Department of Professional Employees, AFL-CIO
- 27. Stephen Goldberg, Professor, Northwestern University Law School
- 28. Arthur Gundersheim, Union of Needletrades, Industrial And Textile Employees (UNITE!)
- 29. Owen Herrnstadt, International Association of Machinists and Aerospace Workers
- 30. John Howley, Policy Director, Service Employees International Union
- 31. David Johnson, President, UFCW International Vice President, National Apparel, Garment and Textile Workers Council
- 32. Harry Kamberis, Director, AFL-CIO Solidarity Center
- 33. Don Kaniewski, Legislative and Political Director, Laborers' International Union of North America, (LIUNA)
- 34. Brendan Kenny, Legislative Representative, Air Line Pilots Association
- 35. Bill Klinefelter, Legislative and Political Director, United Steelworkers of America
- 36. Anne Knipper, Assistant to the Director, International Affairs Department, AFL-CIO
- 37. Thea Lee, Public Policy Department, AFL-CIO
- 38. Larry Liles, International Representative, International Brotherhood of Electrical Workers
- 39. William "Bill" Luddy, Director, Labor Management Trust, United Brotherhood of Carpenters and Joiners of America
- 40. Lawrence Martinez, VP Graphic Communication, Graphic Communications International Union
- 41. Jay Mazur, President, Union of Needletrades, Industrial and Textile Employees (UNITE!)
- 42. Lindsey McLaughlin, Washington Representative, International Longshoremen's and Warehousemen's Union
- 43. Douglas Meyer, Director, Economic Research & Public Policy, International Union of Electronic, Electrical, Technical, Salaried & Machine Workers

- 44. Francis X. Pecquex, Executive Secretary-Treasurer, Maritime Trades Department, AFL-CIO
- 45. Cheryl Peterson, Senior Policy Fellow, American Nurses Association
- 46. Keith D. Romig, Jr., Director, National and International Affairs, PACE International Union
- 47. Michael Sacco, President, Seafarers International Union of North America
- 48. Jim Sauber, Research Director, National Association of Letter Carriers
- 49. Denny Scott, Assistant Director of Organizing, United Brotherhood of Carpenters and Joiners of America
- 50. Michelle Sforza, Public Policy Analyst, AFSCME
- 51. Barbara Shailor, Director, International Affairs Department, AFL-CIO
- 52. James Sheehan, United Steel Workers of America
- 53. Talmage E. Simpkins, Executive Director, AFL-CIO Maritime Committee
- 54. Alan Spaulding, International Affairs, United Food and Commercial Workers
- 55. Ann Tonjes, Manager, Policy Planning, Association of Flight Attendants
- 56. Edward Wytkind, President, Transportation Trades Department, AFL-CIO
- 57. Gregory Woodhead, Public Policy Department, AFL-CIO
- 58. David Yoeckel, Senior Research Analyst, International Brotherhood of Electrical Workers of America