

# **Labor Standards for Tulane University Contracts**

Tulane University is a catalyst for progressive change in New Orleans. The change that the University creates in its surrounding community has been felt and celebrated by local and national figures and media. These social values are an integral part of the academics on campus and from this day forward will be the foundation of how workers are treated on this campus. All contractors and subcontractors with employees on the University's premises shall be contractually bound to adhere to the following requirements. The University will confirm that prospective contractors agree to comply with these requirements during any bid solicitation process.

## **Rights of Campus Workers.**

### **I. Job Security for Campus Workers.**

The Company, and its subcontractors, will offer all non-management employees, including supervisors, employed under a predecessor contract for performance of the same or similar services at the same location, a right of first refusal of employment for all positions for which they are qualified, at no less than the prior wage rate and with equal or better comparable health benefits, retirement benefits and paid time off benefits as under the predecessor contract, and recognizing the seniority of each employee. Seniority for each employee will be measured by their continuous service at the University with all predecessor contractors or subcontractors and seasonal layoffs will not be considered a break in service for the purposes of seniority. The company will not discipline or terminate any employee at any time without just cause. There will be no employment openings under this contract until such right of first refusal has been provided.

The Company will maintain a staffing level greater than or equal to the level present at the expiration or termination of the predecessor contract during the first six months after the date this contract becomes effective, and will not reduce hours for any employees employed under the predecessor contract. When vacancies arise during the life of this contract, then any employee laid off due to adjustments in staffing levels, seasonal or otherwise, will be offered a right of first refusal of employment for the first available vacancies in positions for which they are qualified. The Company will immediately recognize any union currently authorized as the employees' bargaining agent, and agrees to be bound by any collective bargaining agreement currently in place until the date that agreement is set to expire.

### **II. Living Wages.**

Hourly wages paid by the Company to all employees at the University, whether full time, part time or temporary, will be no less than a "living wage" for New Orleans. For the purposes of this agreement, the "living wage" is defined as \$13.25 per hour in 2010 and is indexed to inflation yearly according to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W).

### **III. Affordable Health Insurance.**

The Company will offer all of its employees at the University, full time or part time, a health insurance plan that is comparable to and at no greater cost than the health insurance plan offered to directly-hired employees of the University in place on the date this contract is effective, and in no case will an employee be required to pay more than twenty percent of the monthly health insurance premium.

### **IV. Freedom to Form Unions.**

The Company will remain neutral on the issue of employee unionization and will make no attempt to influence any decision by any employee regarding whether to form and join a union. The Company will allow representatives of labor organizations free access to campus facilities to speak with employees in break areas and during non-work time. The Company will not harass, threaten, discipline or fire any employee in response to union support or union activity.

The Company will voluntarily recognize an employee union by any legal recognition method pursued by employees, including but not limited to a card-check or majority sign-up procedure, and will not require that employees pursue any particular method over another. Where employees have authorized union representation, the Company will bargain in good faith with union representatives in an expeditious manner.

### **V. Notification**

Upon commencement of operations at the University, and at any additional time of the University's choosing, the Company will notify its campus employees, in writing and in languages spoken by employees, that the Company is bound to the terms of this Article, including a policy of neutrality concerning employees' efforts to achieve union representation, and will affirm that there will be no negative consequences for employees who engage in union activity.

### **VI. Enforcement**

At the of commencement of operations at the University, at the yearly contract anniversary, and at any time of the University's choosing, the Company will meet with the University to demonstrate that the Company is in compliance with the terms of this Article. The Company will provide a written report demonstrating the Company is in compliance with the terms of this Article, to be reviewed by an independent committee of members of the Tulane University community, which will determine whether the Company is in compliance with the Tulane University Labor Code of Conduct. The University will make such reports available to students, faculty and any other interested party. If the University finds that the Company is in breach of any clause of the Article, the University will consider this a material breach of this contract, and this will be sufficient cause to initiate the termination process as agreed elsewhere in this contract.