

# LOYOLA LAW SCHOOL

## Contractor Code of Conduct

February 8, 2007

**I. Introduction:** Loyola Law School ("Law School"), a part of Loyola Marymount University, is committed to conducting its business affairs in a manner that is consistent with its employee personnel policies. The Law School is dedicated to fostering the dignity of each person, and it strives to provide an environment that is free of sexual or other harassment. Accordingly, the Law School expects its contractors (1) to conduct their businesses in a manner consistent with those personnel policies, to the extent applicable, and (2) to follow workplace standards that adhere to this Contractor Code of Conduct ("Code").

**II. Applicability of Code:** The Code shall apply to all contractors of the Law School. In this Code the term "contractor" includes all persons or entities that have entered into a written service or licensing agreement with the Law School. Additionally, to the extent that the standards in this Code apply to the subcontractors of a contractor and/or to vendors and/or manufacturers used by a contractor, the Code shall apply to them as well. Below, all of these entities are jointly referred to as "contractors." The Code is subject to amendment to reflect any standards subsequently adopted by the Law School and, by contracting with the Law School, contractors agree to be bound by any such amendments.

**III. Standards:** Contractors doing business with the Law School must adhere to the following minimum standards and practices:

**A. Legal Compliance:** Law School contractors must comply, at a minimum, with all applicable legal requirements of the State of California and, where applicable, with the applicable legal requirements of the state or country in which products are manufactured. Where this Code conflicts with or differs from the applicable laws of California or the state or country of manufacture, the higher standard shall prevail. Compliance shall specifically include compliance with all applicable employment and environmental laws.

**B. Ethical Operations:** Contractors shall conduct their business in an ethical manner that reflects the values of honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being.

**C. Environmental Compliance:** In addition to adhering to all applicable environmental laws, contractors shall commit to the protection of the local environment, including the environment in their offices, factories, and the areas surrounding their offices and factories. Contractors must protect residential areas

near their offices or factories by disposing of garbage, waste, and other pollution in a way that does not endanger the safety and health of those nearby areas.

**D. Employment Standards:** Contractors agree to employ only workers who are present to work voluntarily, who are not at undue risk of physical harm, who are fairly compensated, and who are not exploited in any way. In addition, contractors must comply with the following specific standards:

1. Wages and Benefits: Contractors must provide wages and benefits that comply with all applicable laws and regulations. Contractors also must provide wages and benefits that (a) match or exceed the local prevailing wages and benefits in the relevant industry, or (b) constitute a "living wage," whichever standard provides greater wages and benefits. All employees physically working at the Loyola Law School campus must be paid according to the "living wage" regulations adopted by the City of Los Angeles.

2. Working Hours: Except in extraordinary circumstances, employees shall not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the applicable state or country. Additionally, employees shall be entitled to at least one day off in every 7-day period.

3. Overtime Compensation: In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such a premium rate as is legally required in the state or country where they are working. In no case shall that rate be less than at a rate equal to their regular hourly compensation rate.

4. Child Labor: No person shall be employed at an age younger than 15 (or 14 where, consistent with International Labor Organization practices for developing countries, the law of the country of manufacture allows such an exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this Code. If a child is released from employment as a result of the enforcement of this Code, the Contractor agrees to work with any governmental, human rights, and non-governmental organization, designated by the Law School to minimize the negative impact on that child.

5. Forced Labor: Forced labor, whether in the form of prison labor, indentured labor, bonded labor or otherwise, shall never be used.

6. Worker Health and Safety: Contractors must provide workers with a safe and healthy work environment and must, at a minimum, comply with

local and national health and safety laws. Contractors agree to comply with work safety standards and hazardous material handling procedures established by the Law School. Contractors agree to take all necessary measures to prevent injury and loss to persons located on the Law School premises. Contractors shall be responsible for all damages to persons or property caused by contractor or any of its agents or employees. Contractors shall promptly repair or rectify any such injuries, loss, or damage to the Law School.

7. Nondiscrimination: Contractors shall employ individuals solely on the basis of their ability to perform the job. Contractors may not discriminate against employees in personnel decisions. The pregnancy of an employee shall not be used as a basis for disciplinary treatment or termination of employment.

8. Harassment or Abuse: Every employee of a contractor shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Any violation of Loyola Marymount University's Sexual Harassment Policy shall be grounds for immediate termination of contract.

9. Freedom of Association: Contractors shall recognize and respect the right of employees to freedom of association and to collective bargaining by representatives of their own choice. No employee shall be subject to harassment, intimidation, or retaliation as a result of that employee's efforts to associate freely or to bargain collectively.

**IV. Compliance:** Annually, on or before (a) the date of contract renewal or (b) the date on which the contract was originally signed, contractors shall provide the following information in writing to the Law School:

- A. For all businesses involved in manufacturing items which bear, or will bear, the name, trademarks and/or images of the Law School: the companies' names, the owners and/or officers and their addresses, their phone numbers, and their email addresses
- B. Assurances that the contractor has adhered and is adhering to this Code; and
- C. If requested by the Law School, a summary of the steps taken, and/or difficulties encountered, during the preceding year in implementing and enforcing this Code.

**V. Remediation:** If, after notice to a contractor of a violation of this Code, the Law School determines that the contractor has failed to remedy that violation, the Law School

will consult with the contractor to determine the appropriate measures to be taken. At a minimum, the remedy will include requiring the contractor to take all steps necessary to correct such violations. These steps will include, without limitation, paying all applicable back wages found due to workers and reinstating any worker whose employment has been terminated in violation of this Code. If consultation and agreed upon measures fail to adequately resolve the violations within a specified time period, the Law School and the contractor will implement a corrective action plan on terms directed by the Law School. The Law School reserves the right to terminate its relationship with any contractor (1) with which the Law School cannot reach agreement on such a corrective action plan, or (2) that continues to conduct its business in violation of the corrective action plan.

**VI. Verification:** Each Law School contractor is responsible for ensuring its compliance with this Code, and for verifying that its subcontractors, vendors, and/or manufacturers are in compliance with this Code.