

**WESLEYAN UNIVERSITY
EMPLOYMENT CODE FOR SERVICE CONTRACTORS**

Effective September 1, 2000

Revised to September, 2018

1. TOTAL COMPENSATION

Wesleyan University, (the "University"), requires that service contractors provide competitive total compensation (wages and benefits). The current hourly wage standard is \$ 12.37 per hour, which is in excess of the weighted average poverty threshold for a family of four as established by the U.S. Census Bureau, and the current total compensation standard is \$15.39 per hour.

The University will change the minima each fall by the percentage that the weighted average poverty threshold changes.

The division of total compensation and the provision of specific benefits will be determined through discussions between the service contractor and its employees, subject to the following:

Employees who are regularly scheduled to work 30 or more hours per week are eligible to participate as full-time employees in a health insurance plan (s) offered by the service contractor with reasonable cost-sharing between the service contractor and its employees. Employees who are regularly scheduled to work less than 30 hours per week also are eligible to participate in a health insurance plan (s), subject to the eligibility guidelines of the service contractor's health insurance carrier, and the service contractor will pay a pro rata portion of the premium that it pays for full-time employees. For example, if the monthly cost of a health plan is \$100 and the service contractor pays 80% of the \$100 (\$80), then an employee who works half-time (20 hours per week) would be entitled to a \$40 monthly contribution, which is one-half of the \$80 contribution for an employee who is regularly scheduled to work 30 or more hours per week. In the event that the insurance carrier for a contractor does not offer health coverage for part-time employees, the affected employees will receive additional compensation in an amount equal to the pro-rata share of the employer's contribution for health benefits.

Full-time employees of the service contractor will be eligible for five days of paid vacation after one year of continuous employment with the service contractor. Part-time employees will also be eligible for paid vacation after one year of continuous service (pro-rated based upon their part-time schedules). Thereafter, both full and part-time employees will receive reasonable increases in accrued paid vacation as the employee's length of service increases.

This section applies to all covered service contractors, (as defined in Section 7 below), except for those who are parties to a collective bargaining agreement.

The total compensation guideline includes wages plus "voluntary benefits", such as payments made for health, welfare, pension, life and disability plans, plus paid time off. "Involuntary benefit" payments for social security, unemployment insurance, and worker's compensation are not included in the calculation of the guidelines.

Employees of service contractors will be permitted to participate in English as a second language classes scheduled at the University and to enroll their children in the Neighborhood Preschool, subject to the preschool's policies and procedures.

2. UNIONIZATION AND FREEDOM OF ASSOCIATION

The University recognizes, supports, and respects the right of individual employees to express their own personal freedom of choice regarding union organization and membership in an environment free of harassment and intimidation.

For all contracts covered by this code, the University recognizes, supports, and respects the right of individual employees to express their own personal freedom of choice regarding union organization and membership.

Employees who work for a labor union will have access to Wesleyan facilities and will have the ability to meet with the employees of a service contractor under the same terms as all other non-Wesleyan entities and in full compliance with National Labor Relations Board rules.

3. WORKPLACE SAFETY

All service contractors shall provide a safe working environment and comply with all applicable local, state, and federal laws pertaining to workplace safety.

4. NON-DISCRIMINATION

All service contractors shall provide a working environment that is free from discrimination and harassment and comply with all applicable local, state and

federal employment and labor laws. Service contractors shall employ individuals solely on the basis of their ability to perform the job without consideration of sex, age, race, religion, sexual orientation, nationality, social or ethnic origin, disability, gender identity or gender expression, pregnancy status or other basis not related to job qualification or as governed by collective bargaining agreements.

Subject to collective bargaining agreements, all employees will have equal opportunities for positions and pay. The disability or pregnancy of an employee shall not be used as a basis for disciplinary treatment or termination of employment. Subject to collective bargaining agreements, service contractors shall use their best efforts to reinstate workers who have opted to take time off for maternity purposes and shall make their best effort to reinstate at the same or similar position at the same rate of pay and benefits. Service contractors will not discriminate against employees in subsequent personnel decisions.

Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

5. PROTECTION OF WORKERS WHEN UNIVERSITY CHANGES CONTRACTORS

When the University changes service contractors, qualified employees of the previous service contractor will be automatically offered positions with the new service contractor, except when the new service contractor does not have sufficient openings to absorb all the qualified employees, in which case employees will be retained on the basis of seniority. If the new service contractor has new job openings within the first 90 days of the new contract, the service contractor will notify qualified employees from the previous contract of those openings and give first consideration to any such qualified employees who apply for the new openings. The new service contractor will provide total compensation to covered employees that is consistent with this code and that is not less than the total compensation that was provided by the former service contractor.

Upon being hired by the new service contractor, employees must be retained for a period of 90 days, except the employee can be terminated for just cause.

6. NOTIFICATION, ENFORCEMENT AND MONITORING

The code shall be referenced in the University's standard contract terms required, as a matter of policy, for service contractors. Such reference shall require that the service contractor acknowledge that he/she/it has read and understood the code and agrees to be bound by its terms on behalf of itself, its employees, subcontractors and agents. Each service contractor will be required to provide this code to its employees, including providing it in languages other than English. The University will assist with a translation if needed.

The University Director of Human Resources (the "Director") who shall be an administration representative to the Code Compliance Board, will ensure that copies of the code are regularly maintained in campus public areas to be determined by the Board.

There shall be a Code Compliance Board consisting of two students and one faculty member, which shall be advisory to the University. The students will be members of USLAC and will appoint their successors for one-year terms. IN the event student representatives are not appointed, the administration will notify the Wesleyan Student Assembly, which will then make appointments under its established procedures. Every two years, the Code Compliance Board will propose a list of five nominees for the faculty seat from which the administration will choose one.

If any employee covered by the terms of the code believes that a University service contractor is in violation of the terms of the code, that employee should file a report with the Director. The Director will inform the Board of reported violations of the code from time to time but immediately in the event of a report of a serious violation. After receipt of such reported violations, the Board may a) decide to take further action or no action without a meeting or b) decide to convene a meeting. The Code Compliance Board will consider complaints concerning the infringement of this code by a service contractor provided, however, that the Code Compliance Board will not hear complaints that can be addressed through (1) a grievance procedure set forth in a collective bargaining agreement or (2) a government agency charged with investigating alleged violations of state or federal law. If the Code Compliance Board finds infringement of this code by a service contractor, it will so advise the University. If the University finds reasonable cause to believe there has been an infringement of the code by the service contractor, the University will notify the service contractor in writing. The service contractor will have 30 days to remedy the situation or challenge the finding of reasonable cause and the University will report the service contractor's response to the Code Compliance Board. If the service contractor's challenge is overruled by the University and if corrective action is not taken within 30 days, the University will notify the service contractor that its contract will be terminated. The University will consider the cumulative nature of a service contractor's record when considering infractions and terminations. Termination will be expeditious, but in no case more than a year after the decision to terminate is made, and must take account of the University's obligations to its students and faculty.

7. COVERAGE

This code is applicable to service contractors who bill the University a minimum of \$50,000 per year and whose employees regularly are assigned to work at the University for a period that is expected to last for at least six months. The

requirements of this code do not apply to employees of a service contractor who also are Wesleyan students.

8. FUTURE CODE REVIEW

The code is an administrative document and may be changed by the University administration after consultation with the Code Compliance Board and notification to the campus. Such notification will occur during the academic year, and to the extent practicable, code changes will take effect during the academic year. In addition, the administration and the Code Compliance Board will conduct a biennial review of the code. Specific changes in the code will be explained during the review if either party wishes to do so.

This code is effective September 1, 2000. The first regularly scheduled biennial review will occur in the spring of 2003 and every two years thereafter.