WASHINGTON UNIVERSITY

PRINCIPLES AND GUIDELINES FOR BASIC SERVICES CONTRACTS

Washington University recognizes and values the contributions made by employees of contractors providing basic services to the University community. Accordingly, the University has adopted the following principles and guidelines for assuring that its contractors secure the welfare of their employees through competitive compensation and honorable workplace practices.

To that end, Washington University will abide by the following principles:

• Select contractors that embrace and advance the mission of Washington University as a leading and improving research university.

• Select contractors that will encourage and participate in the University’s Supplier Diversity Initiative to encourage women- and minority-owned businesses and women and minority workers.

• Select contractors that demonstrate a commitment to providing a safe and respectful working environment for their employees.

• Select contractors committed to ensuring that all company programs, employment decisions and personnel actions are administered in conformance with the principles of equal employment opportunity.

• Select contractors with leaders who recognize the value of their employees, demonstrated by a commitment to providing appropriate training for the work to be accomplished and a working environment free from harassment and unlawful discrimination.

• Select contractors that will pay their employees wages and benefits that are competitive in the St. Louis market.

• Select contractors that will treat contractor employees with respect and dignity.

• Select contractors that will protect the best interests of contractor employees, to the extent possible and prudent, when the business decision is made to change contractor relationships.

These principles are not intended to conflict with or supersede the terms, conditions or provisions of any collective bargaining agreement. A copy of these principles shall accompany all Requests for Proposals.
In order to implement our principles and guidelines, the following terms and conditions are to be incorporated into Requests for Proposals and written agreements with contractors to provide basic services to the University community that require contractor employees to be on campus on a regular and ongoing basis. These terms and conditions shall apply to those contract employees who are “regular” employees of contractors, who are providing the services subject to the agreement between the University and the contractor, and who are not represented under a collective bargaining agreement.

1. The contractor will recruit, hire, train and promote its employees based upon their qualifications, in compliance with applicable federal and state laws and regulations, and without regard to race, color, national origin, age, religion, gender, sexual orientation, gender identity or expression, disability, veteran status or genetic information. The contractor will provide its employees with a working environment free from harassment and unlawful discrimination.

2. The contractor will train and provide its employees with the equipment and supplies necessary to perform their assigned duties in a safe, effective and efficient manner.

3. The contractor will treat all of its employees working at Washington University with respect and dignity.

4. In order to enable the University to determine whether a contractor’s wages are competitive within the St. Louis market the contractor will provide a list of job titles, job descriptions and corresponding hourly wage ranges for those employees who will perform services under the contract. No full-time contractor employee working at Washington University shall be paid less than $10.00 per hour.

5. The contractor will provide a description of benefits it offers to its employees, such as health insurance, sick leave and vacation time, including any costs charged to the employees for those benefits. The contractor must provide reasonable access to health care for its benefits eligible employees working at Washington University; and must fully describe to the University contract administrator what that access is.

6. The contractor will have fair and consistent internal grievance procedures that are explained to its employees and to the University contract administrator. Contractor employees working at Washington University who have followed these procedures and wish to appeal, must be given the opportunity to present their grievances to a neutral and independent party that will be available to hear the grievance and, if requested by employees, to offer advice.
7. In the event of a change in contracted vendors, the incoming contractor will give qualified employees of the outgoing contractor priority in the hiring process. The contractor will not enter into agreements with its hourly employees or take any other action that would restrict the ability of those employees to seek or accept employment with any other University contractor.

8. In cases where the basic services specified in the contract were, immediately prior to the contract, performed by University employees, the contractor will guarantee employment, for a specified period of time, to interested and qualified University employees.

9. The University and the contractor will meet at least annually to review issues concerning the contract, including wages and benefits, employee performance and satisfaction, turnover, grievances, and related issues. The contractor will provide the University with all information that the University contract administrator reasonably deems necessary to such review.

10. In order to foster a safe and efficient work environment, the contractor will communicate its policies and material work instructions to its employees in a clear and effective manner that takes into consideration any communication barriers of the employees. The University will provide the contractor’s employees who are ones providing services to the University with the opportunity to attend classes in English-as-a-second-language during non-working hours and at no cost to the employee.

11. Contractor must provide to Washington University the following information at the inception of any contract and on an annual basis:
   - The number of unfair labor practice charges filed with the National Labor Relations Board in the past 3 years.
   - When the charges were filed.
   - Where the charges were filed.
   - What the charges were.
   - What the disposition of the charges was.

12. The University reserves the right to terminate the contract if the University determines that the contractor is not complying with the terms and conditions of the contract. The contractor will provide to the University any information that the University contract administrator reasonably deems necessary to make such a determination.