Loyola University New Orleans
Vendor Contract Policy

Policy Statement

The Loyola University Vendor Contract Policy aims to ensure that Loyola University’s commitment to social justice, the common good and the value of finding God in all persons are upheld in each and every contract between the University and its contractors, the contractor’s employees, & the university’s licensees, while at the same time balancing the university’s economic needs and goal of academic excellence.

I. Scope

The following policy shall apply to vendors whose:

1. Contract with Loyola University is worth at least $25,000.00 per year; and
2. Whose contractual responsibilities are physically carried out by their employees, or their subcontractor’s employees, on Loyola’s two campuses.

(Note: Licensees that produce university apparel etc. are considered by the policy in a different section below.)

Special Licensee Provision

To ensure that university apparel and merchandise is produced in a manner consistent with the values of the Loyola University community, the university shall become a member of the Worker’s Rights Consortium (WRC). The WRC is an established watchdog group with a large membership base, including nearly half of the AJCU schools that provides its members with reports on the working conditions of our licensee factories etc.

To become a member of the WRC the university must agree to pay a membership fee.

Detailed below are the guidelines that the WRC uses to write reports and determine whether or not violations of the WRC policy have occurred.

II. Wages

At a minimum, the wages and benefits provided to covered employees shall be no less than the salary equivalent to the federal poverty guideline for a family of four.

The following terms and conditions shall apply to covered parties:

1. In determining the wage of each of their full time employees, each contractor and subcontractor shall take into account the costs of housing, health care, child care,
transportation, taxes, food and other basic necessities in the New Orleans metropolitan area.

2. Each contractor and subcontractor must be willing to submit to a comprehensive review of the wages provided their employees, if the Loyola University Vendor Policy and Practices Advisory Committee were to make such a request.

* The calculation of the ‘wage’ amount shall be sensitive to the businesses who employ these individuals and their ability to continue to provide the goods and services they offer at an affordable rate, while maintaining their ability to support these jobs. In addition, the LUCC also realizes that benefit programs and overtime policies provided by the contractor and subcontractors are part of total compensation and shall be considered when determining the fairness of a wage.

Note: The actual minimum hourly wage shall be determined by human resource professionals pursuant to guidelines listed in the above section. It has been determined by the LUCC that the committee does not have the capability or expertise to determine that appropriate dollar amount.

III. Benefits

Benefits provided by vendors of the university to their employees shall:

1. Protect and maintain the health of each eligible employee*;
2. Aid in the personal and professional development of each eligible employee; and
3. Enhance and improve the overall quality of life of each eligible employee.

*The LUCC recognizes that benefits vary based on an individual’s position within a company.

Specifically, the following benefits shall be offered to each covered party’s eligible employees:

1. Access to an affordable, high quality health care plan, including dental and vision;
2. Access to appropriate grievance procedures (each employee shall be appropriately educated about those procedures);
3. Ability to freely organize without any intimidation (this right shall be provided the full protection granted under the National Labor Relations Act);
4. Annual education of each employee about his/her benefits shall be provided and a list of benefits shall be available upon request by employee at any time;
5. Equal access to Loyola community resources that are regularly made available to directly-hired Loyola employees such as, library privileges, English as a second language courses, access to Loyola University transportation shuttles, and general financial planning information;
6. Vacation and sick leave should at a minimum meet the federal labor law requirement as provided in the Family and Medical Leave Act of 1993;
7. Bereavement leave in the event of death of immediate family members shall be made available.
IV. Violations
Any violation of this policy shall be brought to the attention of the Loyola University Vendor Policy and Practices Advisory Committee (VPPAC).

Committee Details:

**Name:** Vendor Policy and Practices Advisory Committee (VPPAC)

**Goal:** The Committee will consider and effectively assess vendor and employee relationships in light of the moral and ethical concerns to which Loyola University is committed in its Jesuit Tradition.

**Advisory Scope:** When requested by a member of the Loyola community the committee will make recommendations to the appropriate University Vice-President on: 1) whether to adopt pending RFP’s based on an applicant’s compliance with this policy; 2) review existing contracts that are up for renewals and make recommendation on that renewal; 3) to make a recommendation to terminate existing contracts based on egregious violations of this policy; and 4) review a request made under the ‘exemption clause’ listed below.

**Membership:** VPPAC shall be comprised of eleven (9) members of the Loyola community:

The seats on this committee shall be filled by the following:

- Administrative Senate Appointee (1)
- Faculty Senate Appointees (2)
  - Law School Faculty
  - Faculty Member-at-Large (not from LAW)
- Appointee of Student Affairs (1)
- SGA Appointee (1)
- SBA Appointee (1)
- Appointee of Financial Affairs Office (1)
- Appointee Mission and Ministry (1)
- Appointee of President’s Office (1)

Members are expected to be available to participate in meetings when called upon.

Each non-student member shall serve a three-year term, with possibility of reappointment, for faculty, staff and administrators. Students shall serve only a one-year term (August to August).

**VPPAC Meeting Frequency**
1. Once a semester for orientation purposes; and
2. When called for by a simple majority of the committee in response to a given complaint. The Chair shall receive the complaints and count the votes submitted by members on whether or not to hear a complaint.

*Chair shall be elected at first meeting of the VPPAC

* The (VPPAC) should consider the “Respecting the Just Rights of Workers”, which was written by the United States Conference of Catholic Bishops, in reviewing cases before it. In addition, an appointee of the VPPAC shall serve as facilitator b/w union leaders and employer leaders to establish a written enforceable local agreement under the model provided by the Just Rights of Workers document when appropriate.

V. General Policy Provisions

A. Existing Federal and State Labor Laws shall be adhered to by Covered Parties.

B. **Exemption Clause** - Where a product or service is essential to University activities, or operations, and cannot be obtained from a supplier in compliance with this policy, the VP of finance can approve exemptions, after consultation with the Vendor Policy and Practices Advisory Committee.

   Committee consultation is waived when the University President, or his designee, has declared a university emergency.

C. **Grandfather Clause** - Existing contracts between Loyola University and their contractors, subcontractors and licensees are not subject to this policy.

   However, any renewals of current contracts, or new contracts, that will be entered into between Loyola and the covered parties listed in the ‘Scope’ section shall adhere to this policy.

D. **Sustainability Clause** – Covered Parties listed in the ‘Scope’ section must provide a safe and healthy work place; protect human health, and promote sustainable development through the protection and preservation of the global environment and the world’s finite resources.

E. **Full Time Clause** - Full time positions should be offered where possible and part-time positions only when needed.

   Loyola shall seek commitments from the type of companies described in the ‘Certified Diverse Small Business Plan Clause’ section below that they will provide full-time jobs when possible, and part-time or temporary work only when necessary.
F. **Certified Diverse or Small Business Plan Clause:**

Loyola University New Orleans is committed to vendor diversity to encourage equal opportunity, increase social inclusion, and foster local economic development.

Loyola shall attempt to provide, where applicable, economic opportunities for certified small and diverse businesses that provide goods and services and allow these businesses the opportunity to competitively sustain and expand their businesses, create jobs and enhance local economic growth.

With this in mind, certified small businesses are encouraged to submit a proposal to the university for consideration. These businesses will be given an opportunity to file for exemptions from any guidelines within this policy, in compliance with federal laws, if this policy will present an undue economic burden on the business’ ability to compete for a contract.

* To fall under the provisions of this clause a business must be less than 50 employees and/or owned by a recognized minority, a woman, or a veteran of the United States military.

**Members of the Loyola University Contract Committee**

Tommy Screen, Chair & President’s Office Representative  
Pam Occhipinti, Staff Representative  
Joe Berendzen, Faculty Representative  
Josh Daly, Mission and Ministry Representative  
Garret Fontenot, Student Body Representative  
Pierce Azuma, Law School Student Representative