

# Seattle University

## Code of Conduct

### I. Rationale

In the midst of a global economy, Seattle University finds itself challenged with new opportunities and new responsibilities. Through global communications and increasingly complex technologies, the university in its quest to be universal is necessarily involved in issues and questions that press for understanding, analysis, and in some cases action. The issue of sweatshops with the related questions of basic human rights touches the university, not only as a theoretical object of teaching and research but also in its practical operations as a purchaser and consumer of apparel and sports products possibly manufactured in sweatshops anywhere in the world. Seattle University, like other colleges and universities, uses various product brands to promote its logo and name to students, staff, faculty and the public.

Thus by its very nature as a teaching and research institution concerned with questions of human rights, Seattle University takes seriously its responsibility to examine critically its own practices as well as those of its vendors and sub-contractors. Through the initiatives of such groups as United Students Against Sweatshops, the University has been called to move beyond its traditional goals of the search for truth and the training of professionals to work against the poverty and injustices of the world that negate truth and reason. Thus, Seattle University seeks to be a good agent and citizen of society by contributing to the common good.

As a university in the Jesuit and Catholic traditions, Seattle University attempts to exemplify in its policies, practices and educational programs the central value of the inherent dignity of persons and the place of the common good in a global society. As a Jesuit university, Seattle University incorporates the mission of all Jesuit institutions: “the service of faith and the promotion of justice” (32<sup>nd</sup> General Congregation of the Society of Jesus, 1974). As a Roman Catholic university, Seattle University takes to heart the “preferential option for the poor,” a claim on the University’s visions, policies and practices by the marginal, oppressed and poor of the world: “Those who are marginalized and whose rights are denied have privileged claims if society is to provide justice for all” (US Bishops, Economic Justice for All, 1986).

Throughout the 100-year history of Catholic social teachings, the perspective that “the economy exists for the person, and not the person for the economy” has been an important foundation for considering the Roman Catholic community’s role as people of faith and justice in the world. The standard for evaluating economic decisions has been whether the sacredness and dignity of work and the fundamental rights of workers are protected, such as the rights to just wages, to organize and join unions, to a healthy working environment, and to participate in civil society.

It is with this foundation that the University has approved the following policy as a way to strengthen and affirm our commitment to those who produce apparel for the benefit of the Seattle University community. As part of our role as a University in the Catholic tradition, we recognize the obligation to engage in internal and external conversations around such controversial issues in the tradition as the emerging “living wage” or “fair wage” discussions as found in the Code.

## **II. Definitions**

This Code shall apply to all contractors of the University, as the term “contractor” is defined below. Throughout this Code the term “contractor” means each contractor, subcontractor, agent, vendor, manufacturer, person, or entity that has entered into an agreement with the University to supply the University with apparel bearing the University’s name and/or logos. (Currently, this Code incorporates agreements concerning bookstore and Athletic apparel. Providers of other goods and/or services may be included at a later time, as the University deems appropriate.)

The term “contractor” is here intentionally limited to those persons or entities whose agreement with the University exists for a period of time or for repeated supplies. Furthermore, the term “contractor” shall include those persons or entities that are engaged in a manufacturing process that results in a finished product or any component of a finished product for the contractor, if the product is intended for Seattle University. “Manufacturing process” includes assembly and packaging.

## **III. Standards**

Seattle University seeks to do business with contractors who take a leadership role on the labor standards below and, to the extent practical, exceed the standards of this Code. Manufacturers must ensure that they, their contractors, and subcontractors operate workplaces that adhere to the following minimum labor standards and practices within six (6) months of notification of the Code and as required in applicable contract agreements. Seattle University reserves the right to terminate relations with a contractor that violates national, local, or regional laws of the region of manufacture. The minimum labor standards are:

### **A. Employment Standards:**

i. *Wages and Benefits:* contractors recognize that wages are essential to workers’ basic needs. Therefore, contractors shall pay employees, as a floor, wages and benefits that comply with all applicable laws and regulations of the country and shall work with governmental, human rights, and non-governmental organizations to move toward a “fair” or “living” wage suitable for the local standards and situations. Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided by national law and/or collective bargaining agreements be permitted without the permission of the worker concerned.

ii. *Piece Rates:* If a quota or piece-rate system is used, contractors must ensure that the piece rate quotas are adjusted to what can reasonably be accomplished in an eight to ten (8-10) hour workday.

iii. *Working Hours:* Employees shall (I) not be required to work more than the lesser of (a) 48 hours per week or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture, and (II) be entitled to at least one day off in every 7-day period, as well as holidays and vacations. Homework (work not done at the place of the manufacturer) shall not be required of any

employee, and in any instance of homework the employer must ensure that it is done in a manner that is safe for the employee.

iv. *Overtime*: In addition to their compensation for regular hours of work, employees shall be compensated for any overtime hours at their regular rate of pay (or such premium rate as is legally required in the country of manufacture, whichever is higher).

v. *Child Labor*: No person shall be employed at an age younger than 15, except where consistent with the law of the country of manufacture. Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age of completing compulsory education shall apply to this section. Young workers are encouraged to attend school, and under no circumstances will they be forced to work hours that would prevent them from attending school.

vi. *Forced Labor*: There shall not be any use of forced labor, whether in the form of prison labor, indentured labor, bonded labor, or otherwise. Labor supplied by prisoners working within the United States pursuant to a lawfully authorized work program sponsored by the United States government or a government of one of the fifty states shall be permissible if the contractor obtains Seattle University's prior written consent.

vii. *Health and Safety*: Contractors must provide workers with a safe and healthy work environment. If residential facilities are provided to workers, they must be safe and healthy facilities. Contractors must comply with local and national health and safety laws, including compensation for work related injuries. At no time will workers be locked into factories, compounds, residential facilities, or company property.

viii. *Nondiscrimination*: Contractors must not knowingly do business with companies that discriminate in hiring, salary, benefits, performance evaluation, discipline, promotion, retirement or dismissal on the basis of age, sex, pregnancy, maternity leave status, marital status, race, nationality, country of origin, social or ethnic origin, disability, sexual orientation, religion, or political opinion.

ix. *Women's Rights*: Women shall receive equal treatment and opportunities as men. Pregnancy tests will not be a condition of employment. Workers will not be forced or pressured to use contraceptives or to terminate pregnancies. Contractors will provide reasonable accommodations to workers who are pregnant, and after giving birth women workers during a reasonable recuperation time will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.

x. *Harassment or Abuse*: No employee shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. Contractors will not use or tolerate any form of corporal punishment.

xi. *Freedom of Association*: Employers shall recognize and respect the right of employees to freedom of association and to organize. No employee shall be subject to harassment, intimidation or retaliation in his or her efforts to freely associate or bargain collectively and shall not be terminated for such efforts. Contractors shall not cooperate with governmental agencies and other organizations that use the power of the state to prevent workers from organizing a union of their choice.

Once a union has been formed, the employer shall negotiate in good faith with the union and its representatives.

xii. *Temporary Workers*: The use of temporary workers should not be a permanent practice of any contractor. Temporary workers are not to be used as a weapon against the employees in the case of a union struggle. They are not to be used by the contractors to escape from paying benefits to its part or full-time employees.

xiii. *Differences or Conflicts of Standards*: Where there are differences or conflicts between standards, the higher standard shall prevail.

- B. Improvement of Labor Standards: In countries where law or practice conflicts with these labor standards, contractors should work with governmental, human rights, labor, and business organizations to achieve full compliance with these standards. Contractors should refrain from any actions that would diminish the protections of these labor standards. In cases where manufacturers or their contractors are found to be in violation of any of these basic working conditions, they should rectify the situation by working to improve the working conditions and immediately take all steps to correct such violations. Manufacturers should not respond by terminating business with the contractor/s in question. Seattle University reserves the right to terminate relations with contractors where: (a) progress toward implementation of the labor standards in this Code is no longer being made; (b) compliance with the labor standards in this Code is deemed impossible.
- C. Environmental Standards: Contractors shall make every effort to ensure that their factories and other facilities do not have deleterious environmental effects on workers, the surrounding community, or other regions. Contractors must comply with applicable local and national environmental regulations.
- D. Ethical Principles: Contractors will be committed to a set of ethical standards that includes, but is by no means limited to, honesty, integrity, trustworthiness, and respect for the unique intrinsic value of each human being. Seattle University will consider a company's demonstrated commitment to these principles in the selection of its contractors.

#### **IV. Implementation and Monitoring**

Seattle University has joined the Workers Rights Consortium (WRC) and the Fair Labor Association (FLA) to independently monitor its contractors. These organizations will conduct monitoring for Seattle University in accordance with the organizations' respective standards.

- A. Contractors shall grant access to their factories and those of their sub-contractors, and to any records required for determining Code compliance, to the WRC and the FLA.
- B. The WRC and the FLA will conduct periodic announced and unannounced visits of a significant sampling of company factories and facilities of contractors to survey compliance with this Code.

- C. The WRC and the FLA will disclose their findings to the contractors and to Seattle University.

**V. Revision of this Code**

The University reserves the right to review or amend this Code on an annual basis. Any changes will be communicated to all contractors.

**VI. Mechanisms for Maintaining Seattle University's Commitment to a Sweat-Free Campus**

- A. The President of Seattle University will create a committee charged with implementing, and monitoring compliance with, the Code of Conduct for producers of Seattle University apparel:
  - i. The Committee will be facilitated by a member of the Executive Team appointed by the President. It will consist of approximately 10 additional members, representing students, faculty, and staff/administration, including appropriate representation from groups that currently use outside contractors and with a minimum of two students.
  - ii. Other interested persons may attend Committee meetings as non-voting members. Meetings will be open to the Seattle University community.
  - iii. Decisions of the Committee will take the form of recommendations and are subject to the approval of the President.
  - iv. The Seattle University Anti-Sweatshop Committee will maintain regular contact with counterparts involved in anti-sweatshop initiatives at other institutions in order to coordinate and strengthen common efforts.
  - v. The Committee will meet at least once per quarter or more often as needed to achieve its objectives. Its main ongoing tasks will be implementation of the Code of Conduct for Seattle University apparel producers and education of Seattle University's community about sweatshops and related issues.
- B. Seattle University's Anti-Sweatshop Committee will have the following responsibilities:
  - i. *Educational Efforts:* The Committee will sponsor faculty- and student-initiated education efforts on campus related to increasing the University community's familiarity with the human rights issues involved in sweatshops and issues of labor and economic justice and, where appropriate, Catholic social teaching on economic justice issues. In so doing, the Committee will educate itself and the campus community. The Committee will prepare an annual budget for such activities and submit it to the President for approval through the appropriate budget process.

ii. *Researching Contractors*: The Committee will to the best of its abilities research the manufacturers with which Seattle University does business and keep abreast of any relevant information about sweatshop-made goods in order to recognize violations of the Code. This responsibility will include the compilation of a list of manufacturers with which the University does business and the maintenance of any relevant records necessary to enforce effectively the Code.

iii. *Determining Violations of Code of Conduct Standards*: The Committee will adjudicate any alleged violations of Seattle University's Code of Conduct by reviewing independent documentation and weighing the circumstances of the allegation/s and the efforts of the contractor to improve the conditions that led to the allegation/s.

iv. *Making Judgments on Violations*: If the Committee determines a violation has occurred, the Committee shall contact the offending contractor and inform it of this judgment. If the contractor fails to show a commitment to rectify the violations within a specified time frame, Seattle University reserves the right to terminate immediately all relations with the contractor until it can demonstrate improved compliance.

v. *Seeking Sweat-Free Contractors*: The Committee will, to the best of its abilities, work with Seattle University's purchasing agents to seek out contractors that have instituted proactive mechanisms to insure sweat-free production of goods and give preference to those contractors by urging the University to consider doing business with them, taking into consideration competitive price, product quality and style, and service standards. Preference will be given especially to those contractors who agree to sign disclosure agreements, that disclose location of manufacture, assure compliance with the Code, issue a summary of steps taken to implement the Code, establish internal and external monitoring, etc. In performing this role, the Committee will develop any guidelines, forms, and contractual agreements necessary.

vi. *Annual Report*: On the first of every March, the Committee will issue a public report on the status of its efforts to promote a sweat-free campus to ASSU, the Spectator, the Office of the President, the staff, and the faculty.

## **VII. Time Frame**

Upon the adoption of this Code of Conduct, Seattle University will immediately implement the employment standards, create an Anti-Sweatshop Committee, develop a pro-active buying policy, and publicly promote the Sweat-Free Campus Campaign.