

**SCHEDULE A
TO
MASTER CONTRACT**

Contract Rider

Mandatory Contract Provisions for Contractors Who Provide Security, Custodial, or Dining Services

University policy requires written contracts with contractors who provide security, custodial or dining services on the Harvard campus, in the case of any contract in excess of \$50,000 per year (in 2001 dollars to be indexed by the U.S. Consumer Price Index) and extending for a period of nine months or more. The following provisions are hereby incorporated into the Master Contract made between Harvard University and Contractor:

1. **Wage and Benefits Parity.** Contractor agrees that, at all times during the life of this Agreement, it will pay to any of its nonmanagement employees that perform security, custodial, or dining services on the Harvard campus (the “Covered Employees”) total compensation that is equal to the total compensation paid by Harvard to its in-house unionized employees for the equivalent sector. For purposes of this Agreement, “total compensation” means hourly wage (including but not limited to any applicable differentials) and the employer’s dollar contribution to designated employee benefits (specifically, medical, dental, pension, and any other benefits that Harvard may classify as “core” benefits under collective bargaining agreements with its unions). On an annual basis, Harvard will determine the total compensation for each job category or job title of Covered Employees (a) by assigning a dollar value to the wages stipulated in the applicable collective bargaining agreement (including any differentials based on length of employment) for Harvard’s in-house unionized security, custodial, or dining services employees and (b) by assigning an additional dollar value to Contractor’s contribution to any of the above-designated employee benefits for its Covered Employees. Contractor agrees to pay to its Covered Employees total compensation that is at least equal to Harvard’s determination of total compensation for the applicable job categories or titles, as described in the preceding sentence, and subject to adjustment based on Harvard’s annual determination. In the event that Contractor’s job categories or job titles for its Covered Employees do not match to Harvard’s job categories or job titles, then Harvard will evaluate the work performed by the Covered Employees and determine Total Compensation for the Covered Employees based on the Harvard job categories or titles that perform the same or similar work. Contractor further agrees to provide Covered Employees with paid time off for sickness, vacation, and holidays that is at least equal to the provisions for such paid time off in Harvard’s applicable collective bargaining agreements.

2. **Bridge to Learning and Literacy Program.** The Contractor agrees that any of its Covered Employees shall be given time off at his or her regular pay to participate in the Bridge to Learning and Literacy Program (“the Bridge Program”). Contractor agrees to actively encourage its Covered Employees to participate in the Bridge Program and to reimburse Harvard for the reasonable costs incurred by Harvard in offering the Bridge Program to the

Contractor's Covered Employees, including the cost of classes, registration, and books (which amounted to approximately \$672.00 per employee per semester in 2001). Contractor acknowledges that Harvard may limit the participation of Contractor's Covered Employees based on the number of slots available in the applicable Bridge Program classes offered by Harvard, and further that Harvard may in advance reserve a number of slots, determined at Harvard's sole discretion, for Covered Employees of certain contractors that had previously participated in Harvard's Bridge Program. Nothing in this agreement requires that Harvard continue the Bridge Program if Harvard, for whatever reason, determines that discontinuance is appropriate.

3. **Obligation to Maintain and Produce Records for Audit.** Contractor is responsible for keeping accurate and reasonable payroll and employment records related to this Agreement, including but not limited to payroll and personnel records containing the following information for each Covered Employee: name and address, date of hire, job title and category, number of hours worked each day and workweek, gross wages, deductions made, actual wages paid, entitlement to paid time off, benefits eligibility, evidence of payment, or such other data as Harvard may require. Contractor agrees that Harvard or its duly authorized representative has the right to audit the foregoing payroll and employment records and any other directly pertinent books, documents, papers, and records related to Contractor's performance with respect to the terms and conditions of the Agreement. Contractor shall cooperate to make available to Harvard or its representatives all such records and documents for audit on the contractor's premises during regular and reasonable working hours or, on Harvard's request, Contractor agrees to submit copies of such records to Harvard. Contractor agrees that Harvard may interview Contractor's Covered Employees to determine Contractor's compliance with the wage and benefits parity provision of this Agreement.

Harvard's right to audit shall include periodic examinations of records throughout the term of the Agreement. The right to audit shall also apply to agents hired by Contractor for the purpose of fulfilling the contract. In the event that an audit reveals that a Contractor has engaged in fraud, misrepresentation or nonperformance, Harvard may recoup the costs of the audit work from Contractor.

4. **Certification.** By signing this Agreement, the Contractor represents and certifies that it will compensate its Covered Employees in full compliance with the wage and benefits parity provision of this Agreement. Upon request from Harvard, the Contractor agrees to certify its current compliance with the wage and benefits parity provision of the Agreement.
5. **Remedies for Violation of the Agreement's Wage and Benefits Parity and Related Provisions.** In the event that Contractor fails to comply with its contractual obligations under this Agreement to provide wage and benefits parity to Covered Employees or to maintain and produce records for audit by Harvard, then Harvard reserves the right, at its sole discretion, to terminate this Agreement. Harvard may, in lieu of termination of this Agreement, provide the Contractor with an opportunity to remedy its noncompliance. In the event that Harvard terminates the Agreement for any of the grounds specified in this

paragraph, the Contractor agrees that it may be ineligible to enter into any future agreements with Harvard for a period of two years.

The Contractor's representations and certifications regarding its compliance with the wage and benefits parity provision are of the essence of this Agreement.

6. **Validity of Agreement.** Contractor acknowledges and agrees that this Agreement is not valid or binding unless signed by an authorized Officer of Harvard.