



Tentative Agreement

Baltimore Security Contractors Agreement

Between

**AlliedBarton Security, Crown Security, and
Securitas Security**

And

**Service Employees International Union, Local
32BJ**

Effective

April 1, 2015 – June 30, 2020

This Agreement is entered by Service Employees International Union, Local 32BJ ("the Union") and AlliedBarton Security Services, Crown Security, and Securitas Security ("Employer"). The parties agree as follows:

PREAMBLE

The Employer, the Union and the Union members agree that they will endeavor to treat each other with dignity and respect. The Union and the Employers recognize that the single greatest threat to their continued success is the proliferation of non-union competition in the security industry. As such, it is imperative that the Union and the Employers work together to preserve union jobs by supplying clients with the best possible security services. To this end, the Union and the Employers agree to resolve their problems through the procedures provided for in this Agreement and not by taking internal disputes to the customer for resolution. Only by cooperation and understanding of each other's needs and the realities of the marketplace, can both the Union and the Employers prosper.

Article 1: Recognition

- 1.1 (a) This Agreement shall apply to all full-time and regular part-time security officers ("Security Employees") employed at or assigned to the locations in Baltimore, MD defined in (b) below, excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act.

This Agreement shall apply to Security Officers employed or assigned to: (i) Multi-tenant commercial office buildings over 75,000 square feet; (ii) Single tenant commercial office buildings over 75,000 square feet; (iii) Government and quasi-governmental accounts (e.g. convention centers, public event venues, transit systems); (iv) All work on or about airports, including Baltimore-Washington International Airport (BWI), except work contracted by freight carriers; (v) Museums and similar cultural institutions ("similar cultural institutions" is intended to refer to cultural institutions typically open to the public such as, by way of example, performing art centers, but is not intended to include all not-for-profit organizations); (vi) Higher education (which is not intended to include higher education accounts where the client is a typical commercial office user rather than a traditional campus facility); (vii) Healthcare facilities where a union represents a substantial portion of the facility's employees.

If the Employer acquires a new account in a facility or building as described above, such shall be treated as an accretion to the bargaining unit to the extent permitted by law, subject to all other applicable terms and conditions regarding economics and/or exclusions or phase-ins. If the Employer acquires a new account in a facility or building as described above and those workers may not be lawfully accreted to an existing unit, the Employer agrees to honor the recognition procedure provided for in Addendum A.

- 1.2 The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short terms events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. Consent shall not be unreasonably withheld. If an employee performing

specialized functions is hired into a permanent position, his or her time performing a specialized function shall count towards his or her probationary period under this Agreement.

- 1.3 The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above.
- 1.4 Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, hours of employment, present wage rates, telephone number, work location, part-time/full-time status and job classification of each employee working at the locations subject to this Agreement. This information shall be transmitted electronically.
- 1.5 The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, telephone number, work location, job classification, part-time/full-time status, shift information and wage rate of each new employee engaged by the Employer subject to this Agreement. This information shall be transmitted electronically.
- 1.6 As soon as practicable upon notification that the Employer has become a service provider at a new location, the Employer shall notify the Union in writing, of the new location and the date on which it is to commence performing work at that location.

Article 2: Union Security

- 2.1 To the extent permitted by law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.
- 2.2 Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for reasons other than the failure of such employee to tender the periodic dues or applicable agency fee, and the initiation fee uniformly required as a condition of acquiring or retaining membership.
- 2.3 On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. Every six months upon request by the union, the Employer shall electronically provide the Union a list of all of its employees covered by this Agreement providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. This information shall be transmitted electronically.

Article 3: Check Off

- 3.1 The Employer agrees to deduct each month monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, and all legal assessment due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Union will furnish the necessary authorization forms to the Employer.

- 3.2 The Employer shall deduct and remit to the Union the dues or other monies in accordance with this Article by not later than the (20th) of the month following the month in which such deductions were made.
- 3.3 The Union will completely defend and agrees to indemnify and hold the Employer harmless with respect to any actions, claims, proceedings, suits or liability of any kind arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any provision of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the employer's consent, which shall not be unreasonably withheld.
- 3.4 At the time of hire, the Employer shall give to new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, and, where appropriate, other applicable forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

Article 4: Discharge and Discipline

- 4.1 Employees may not be discharged or disciplined except for just cause. Any employee discharged or disciplined shall be given written notice of the basis for such discipline or discharge. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for discharge or discipline.
- 4.2 All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

Article 5: Probationary Period

All new employees hired after the effective date of this Agreement shall not be considered regular employees of the Employer until after a probationary period of ninety (90) days. During the probationary period the employees will be represented by the Union and will be covered by all of the terms and conditions, unless otherwise noted herein, of this Agreement but may be discharged or otherwise disciplined without recourse to the grievance procedure in this Agreement.

Article 6: No Strikes, Picketing or Other Interruption of Work/ No Lockouts

- 6.1 There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. In addition, the Union shall not engage in any of the following activities at or concerning any location covered by this Agreement: a) anti-company websites; b) anti-company internet postings or blogs; c) electronic or any other form of negative or anti-company literature or publicity, except literature which is provided only to employees of the company which are represented by the Union and which covers only employment related issues; d) public demonstrations aimed at the Employer; e) encouraging or funding claims or litigation against the Employer except for claims based on a violation of this Agreement; f) engaging in any of the foregoing activities targeting or addressed to the Employer's customers in furtherance of the Union's activities vis-à-vis an Employer. In the event of a strike of another labor group or the Union involving the customer's

property or operations, the employees will remain on the job for the protection of life, limb, and property, and shall not be required to assume duties outside the scope of this Agreement.

- 6.2 The Union acknowledges that security officers' duties may include the apprehension, identification and reporting of, and giving evidence, against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's or the customer's premises, including members of this bargaining unit, and that the performance of such duties shall not subject security officers to punishment, discipline or charges by the Union.

Article 7: Management Rights

- 7.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer; and/or subcontract the same in accordance with Article 21 (Subcontracting); to transfer or relocate and/all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of Employees; to require that occasional de minimis duties other than normally assigned be performed; to select supervisory employees; to train Employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the operational needs of the business consistent with applicable laws; to discipline, suspend, and discharge for just cause subject to the terms of the Agreement; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even though Employees at that location may be terminated or relieved from duty as a result.

Any of the rights, power or authority the Employer has when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union, except those specifically abridge or modified by this Agreement and any supplementary subsequent agreement which may be made and executed by the parties.

The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of Employees during working hours provided they are consistent with the terms of the Agreement and the Union is provided with reasonable notice of changes to the rules or regulations. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

- 7.2 The foregoing statements of management rights and Employer functions are not exclusive, and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.
- 7.3 The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off with the right, subject to the Employer's suitability determination, to fill positions that become available within three (3) months if

the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee. When informed of the possibility of a layoff under this paragraph, the employee shall have ten (10) days in which to notify the Employer if he or she wishes to accept a position with the Employer at another location. (If the employee is no longer working during any portion of this ten-day period, the foregoing sentence shall not impose any obligation on the Employer to pay the employee for any such non-working days.) Before any other employees are hired, the Employer shall hire individuals who have chosen to go onto the recall list, provided they are qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

Transfers or removals of employees because of a reduction shall not be arbitrary or retaliatory.

- 7.4 The Employer shall make its best effort to promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned to any work location covered by this Agreement.

Article 8: Non-Discrimination

There shall be no discrimination against any Employee or applicant in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, creed, ancestry, color, age, religion, veteran status, disability, national origin, sex, maternity status, sexual orientation, union membership, or activities on behalf of the union or any other characteristic to the extent protected by applicable law.

Article 9: Contractor Transition

- 9.1 Whenever the Employer takes over the servicing of any job location, building or establishment covered by this Agreement, the Employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Employer. If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand and not offer that employee employment. In the event the Employer elects to retain said employee, the Employer agrees to honor seniority for wage and benefit purposes, and shall not require the employee to serve a probationary period as described in Article 5 (Probationary Period).
- 9.2 The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover
- 9.3 Subject to the provisions of Article 10 (Seniority), when an incumbent officer is not hired by the new contractor, the outgoing Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option or where the Employer has no other account vacancies, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where

the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee with the outgoing Employer.

- 9.4 If the Employer takes over a job subject to a Rider agreement with the Union providing less wages and benefits than provided herein, it may adopt the Rider with regard to economic terms applicable to the account or location, rather than applying the terms of this Agreement.
- 9.5 The Employer shall notify the Union, as soon as practicable, once it has knowledge that a non-union security contractor is bidding on a covered account currently serviced by the Employer.
- 9.6 New Non-Union Buildings
- a. If after this Agreement has been implemented, the Employer desires to bid, or is awarded a contract to provide security at a location that falls within the categories of facilities covered by this Agreement, but which otherwise was not subject to this Agreement under the last security contractor at that location, the Employer shall set the wages and benefits, provided the non-economic provisions of this Agreement shall apply to that particular building. Thereafter, a 24-month phase-in period to the market standard will apply, except as otherwise agreed.
 - b. Any economic phase-in schedule agreed to by the parties shall not be deemed a violation of the Most Favored Nations provision as long as the phase-in schedule is extended to any other signatory Employer who performs work at that particular account. That schedule shall be reduced to writing and shall be provided to other Companies upon request. Any Employer who takes over a building where a phase-in schedule is already in effect, shall have the benefit of and be bound by that phase-in schedule.
- 9.7 The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon two (2) weeks' notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.
- 9.8 The Employer shall provide notification to the Union of cancellation of an account or location as soon as practicable of such written notification to the Employer. Upon the Union's written request, the Employer shall provide to the Union within ten (10) business days, the names of all employees at the account or location, their wage rates, full- or part-time status, dates of hire, seniority and leave balances except for any employees that are being transferred to another account or location before the transition.
- 9.9 The Employer shall make its best effort to notify the Union that it is taking over an account or location at least ten (10) business days prior to commencement of services at the account or location or within five (5) days of being awarded the account covered by this agreement, whichever comes first.

Article 10: Seniority

- 10.1 After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer or at a particular location, whichever is longer. An employer's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or any predecessor employer at the location where the employee currently works, provided that the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a building simultaneously. The burden of establishing a

seniority date, if different from the date of hire with the Employer, shall be on the employee and based on documented proof.

10.2 Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:

10.2.1 Resignation, retirement, or voluntary termination;

10.2.2 Discharge for cause;

10.2.3 Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;

10.2.4 Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or

10.2.5 Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.

10.3 Within the bargaining unit, Assignments, promotions, and the filling of vacancies, shall be determined on the basis on seniority, provided that in the sole and exclusive opinion of the Employer the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.

10.4 In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed, provided, however, that for the purpose of this paragraph, seniority shall be based on total length of service in the building.

10.5 An employee who is laid off shall not be permitted to bump a less senior Employee at another facility or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided the Employee is qualified, suitable, and available to work. Seniority shall be determinative only when all other job-related factors are equal among two or more employees who are reasonably qualified for the particular position.

10.7 The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by Article 1.1 of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily, in retaliation or in violation of Article 8 (No Discrimination).

10.8 Subject to paragraph 3 above, Part-time employees shall be given preference by seniority in bidding for open full-time positions, provided the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

Article 11: Training

11.1 The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.

11.2 Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In

addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.

- 11.3 Employees shall not be required to pay for the cost of any training required by the Employer. To the extent permitted by law, the Employees shall be responsible, however, for the payment of all applicable state licensing fees. All individuals who desire to work for the Employer must complete basic training prior to beginning their employment. Any time spent in post-hiring training shall be paid at the officer's regular rate of pay.

Article 12: Workweek, Overtime

- 12.1 All work performed in excess of forty (40) hours in any workweek shall be considered overtime and shall be compensated for at the rate of one-and-one-half (1½) times the employee's regular hourly rate of pay. Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at the employee's regular hourly rate of pay. The foregoing are subject to applicable wage and hour laws.
- 12.2 Other than in extreme or emergency circumstances, no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. Under no circumstances shall an employee be disciplined for refusing to work more than sixteen (16) hours in any twenty-four (24) hour period. If any employee is required to work beyond his or her regularly scheduled hours in any day, such employee shall be paid therefore and shall not be required to take compensatory time off.
- 12.3 Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty or when an on-the-job paid meal period is agreed to in a written agreement between the Employer and employee. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal period.
- 12.4 Employees regularly scheduled to work at least seven (7) hours in a day shall receive either (a) a thirty (30) minute paid meal period during the day on the premises and if no relief is available, at their post.
- 12.5 Rest Periods: Employees shall be provided a rest period of not less than 10 consecutive minutes for each 4 hours worked (or major portion thereof) occurring as near as possible to the middle of the work period. For example, if the employee begins work at 8am, a rest period shall be provided as near as possible to 10am.
- 12.6 All wages, including overtime, shall be paid no less frequently than bi-monthly. Along with their paychecks, employees shall receive statements itemizing hours worked, rates of pay, and all deductions that have been made.
- 12.7 At no cost to the employee, an employee may elect to have his or her paycheck electronically deposited at the employee's designated bank.
- 12.8 Work schedules for the following week will be made available to employees pursuant to the Employer's scheduling policy. The Employer may, with reasonable notice, change the schedule of an employee to provide coverage for call-offs, vacations, illness or other unforeseen situations. Other than in the case of formal disciplinary suspension, no employee shall have his/her schedule reduced as a form of discipline.
- 12.9 Where possible, Employees required to secure a standing post shall be permitted to sit down at reasonable intervals.

- 12.10 Employees who work longer than 10 hours in a work shift shall be entitled to a second 30 minute paid, on-duty meal period. The employees shall not leave the work site during that second 30 minute paid, on-duty meal period.

Article 13: Method of Pay

- 13.1 Wages shall be paid in accordance with the Employer's regular payroll procedures. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
- 13.2 The Employer may require that, at no cost to the Employee, an Employee's check be electronically deposited at the Employee's designated bank, or that other improved technologies methods of payment be used. The union shall be notified by the Employer of this arrangement.
- 13.3 The Employer shall issue paychecks no less frequently than semi-monthly or bi-weekly.
- 13.4 Where there is no reasonable disagreement on a payroll error, the Employer will correct payroll errors as soon as practically possible.

Article 14: Wages

14.1 Minimum rates and raises

Commercial Office

Employees shall receive the increase or the minimum rate of pay, whichever shall result in the higher rate of pay, as follows:

CRE and all other work outside Higher Ed and Public work

<u>Date</u>	<u>Wage Increase</u>	<u>Minimum</u>
<u>Effective April 1, 2015</u>	<u>\$0.45</u>	<u>\$9.50</u>
<u>Effective July 1, 2016</u>	<u>.30</u>	<u>9.65</u>
<u>Effective July 1, 2017</u>	<u>.45</u>	<u>10.10</u>
<u>Effective July 1, 2018</u>	<u>.45</u>	<u>10.55</u>
<u>Effective July 1, 2019</u>	<u>.45</u>	<u>\$10.75</u>

1. Where required by a client account, an Employer may implement an increase in the wage rates set forth in this Article in the twelve months preceding the date on which the increase becomes due, so long as the Employer provides the Union with advanced notice of the proposed increase and obtains the Union's consent, which consent shall not be unreasonably withheld. In such event, the increase shall be credited and count toward any required annual increase as set forth and required by this Article.
- 14.2 Accounts subject to prevailing wage laws shall not be subject to the economic terms herein. The parties shall negotiate riders for such accounts. The economic terms listed above shall not apply to accounts in Public and Higher Education accounts. The parties shall negotiate economic riders for such accounts.

The No Strike Article of this Agreement (Article 6) shall remain in place for seventy-five (75) days after the effective date of this Agreement to allow for such rider negotiations to occur between the parties at these account. Future accounts where riders are required shall have no wait periods.

14.3

Article 15: Holidays

15.1 All full time and regular part-time employees shall be entitled to seven holidays each year, as enumerated below:

January 1st
Martin Luther King Jr. Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas

15.2 In the event an employee works on a holiday, the employee shall receive time and half for all hours worked with a minimum of four hours. Employees who do not work on the Holiday shall not be paid.

15.3 The following dates are when Holiday premium pay shall be paid for hours worked:

2015

Memorial Day Monday, May 25th
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Saturday, July 4th
Monday, September 7th
Thursday, November 26th
Friday, December 25th

2016

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Friday, January 1st
Monday, January 18th
Monday, May 30th
Monday, July 4th
Monday, September 5th
Thursday, November 24th
Sunday, December 25th

2017

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Sunday, January 1st
Monday, January 16th
Monday, May 29th
Tuesday, July 4th
Monday, September 4th
Thursday, November 23rd
Monday, December 25th

2018

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Monday, January 1st
Monday, January 15th
Monday, May 28th
Wednesday, July 4th
Monday, September 3rd
Thursday, November 22nd
Tuesday, December 25th

2019

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Tuesday, January 1st
Monday, January 21st
Monday, May 27th
Thursday, July 4th
Monday, September 2nd
Thursday, November 28th
Wednesday, December 25th

2020

New Year's Day
Dr. Martin Luther King Jr.'s Birthday
Memorial Day

Wednesday, January 1st
Monday, January 20th
Monday, May 25th

Article 16: Leaves of Absence

- 16.1 Once during the term of this Agreement, upon two (2) weeks advance notice from the Union to the Employer, employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least two (2) years. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.
- 16.2 Upon two (2) weeks advance notice from the Union to the Employer, the Employer shall provide Employees with leaves of absence for Union-related activities, where practicable, not to exceed thirty (30) days per calendar year. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time, and agree that the number and duration of such leaves shall be reasonable.
- 16.3 Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 16.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may effect eligibility for vacation and health and welfare benefits.
- 16.4 The Employer agrees to comply with the provisions of applicable state and federal family leave laws, including the Maryland Flexible Leave Pay Act.
- 16.5 All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

Article 17: Uniforms

17.1 The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Employees will use either wash and wear, or dry clean only uniforms. For the wash and wear uniforms the employee shall maintain the uniform in the same manner that employee maintains normal off-duty clothes. The wash and wear uniforms do not require any special and unique maintenance. The maintenance for wash and wear is to wash, dry and hang. If employee is required to have uniforms dry cleaned, the employer will pay the costs, or provide the dry cleaned uniforms. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.

17.1 All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment. At such time, the Employer shall return any uniform deposit, if applicable, to the employee.

17.2

17.3 The Employee shall be held financially responsible for failure to return all items issued upon termination and for any damage other than normal wear and tear.

17.4 The Employer may require a deposit of up to \$125.00 which shall be deducted in no less than 3 installments for employees hired after the effective date of this agreement. The Employer shall continue current deposit policy for employees hired prior to the effective date of this agreement and not materially increase the deposit required.

Article 18: Vacation

18.1 **Schedule.** Following one year of employment, all regularly scheduled full-time employees shall be eligible to receive paid vacation leave under the schedule below:

<u>Years of Service</u>	<u>Vacation Leave Entitlement</u>
i. 1 year, but less than 5	1 week
ii. 5 years, but less than 8	2 weeks
iii. 8 years	3 weeks

Employees shall receive their full allotment of vacation upon reaching their anniversary. For example, employees reaching their one year anniversary shall receive 1 week vacation. Vacation is determined by the hours worked in the previous year. Employers that use a calendar year vacation system shall not have an accrual system that provides less than the anniversary system.

"Week" refers to the employee's regularly scheduled workweek, not inclusive of overtime.

18.2 **Pay.** Vacations shall be paid at the employee's regular straight-time hourly rate of pay.

18.3 **Credit.** Time-off work credited as paid vacation leave shall count as hours worked, for purposes of determining eligibility for vacation leave under this provision.

18.4 **Discretion.** The actual time of taking any vacation leave shall be subject to the Employer's reasonable discretion, so that the normal flow of operations will not be impeded.

18.5 **Unused Leave.** In the event that the service of an employee is terminated, whether voluntarily or involuntarily, the employee shall receive vacation pay for any unused vacation leave that the employee earned at the time of termination.

18.6 Return From Vacation. An employee returning from approved vacation shall be restored to the location and position (including hours and shift) that he or she held prior to the vacation.

18.7 Eligibility. There shall not be vacation entitlement for part-time employees. All full time employees' hours shall be reviewed in mid-December to determine qualification for the next calendar year accrual. Full time employees who average 30 or more hours (for all paid hours in the year) will remain eligible for full vacation accrual as long as they continue to work in the next year. Any full-time employees who average less than 30 hours (for all paid hours in the year) shall accrue vacation on a pro-rata basis.

Article 19: Health Benefit

19.1 Health and Welfare Through and Until June 30, 2016: The Parties agree that the Employer shall, with respect to eligible Employees, maintain those Employer provided health care plans in effect as of the effective date of this Agreement and, in doing so, the Employer shall not materially alter said plans during the period in which said plans are in effect. The aforementioned health care plans shall remain in effect through and until June 30, 2016. Eligible employees shall be offered coverage under this section in accordance with the requirements of the Employer's health care plan and within the 90-day waiting period as required under the Affordable Care Act.

If the Employer is required to offer Dependent coverage on January 1, 2016, the Employer will offer coverage effective through their company plan.

Dental and Vision Coverage Through and Until June 30, 2016: Employer shall continue to offer the current dental and vision plans as offered at this time, if any, until June 30, 2016.

19.2 Health and Welfare Effective July 1, 2016: Subject to Section 3 below, the Employer agrees to make payments as follows into a health trust fund, known as the Building Service 32BJ Health Fund (the "Health Fund"), to provide only eligible employees covered by this Agreement with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the Health Fund, as provided in the Agreement and Declaration of Trust, subject to section 7 below. Effective July 1, 2016, the Employer shall contribute to the Health Fund for all employees who regularly work 30 hours or more per week ("full-time employees"). Effective July 1, 2016, the rate of contribution shall be \$383 per month per full-time employee. Effective July 1, 2017, the rate of contribution shall be \$412 per month per full-time employee. Effective July 1, 2018, the rate of contribution shall not exceed \$449 per month per full-time employee. Effective July 1, 2019, the rate of contribution shall be the rate established by the Health Fund Trustees shall not to exceed \$494 per month per full-time employee. The Union has provided evidence to the Employer that the Health Fund has certified that it is currently compliant with the Affordable Care Act. The Union agrees to provide the Employer with reasonable assurance on or about June 1, 2016 that the Health Fund is then compliant with the Affordable Care Act. The Employer shall not be required to make any payment to the Fund in connection with dependent coverage.

19.3 Subject to paragraph 3 above, effective July 1, 2016 the obligation to contribute to the Fund shall commence ninety (90) days after the employee's date of hire, or on the date the employee becomes a full-time employee, whichever is later. Employees shall have a waiting period of ninety (90) days following their date of hire or in the case of an employee who has been employed by the Employer for at least 90 days and is changing from part-time status to full-time status, the employee shall become eligible to participate in the Health Fund effective the date he becomes a full-time employee. Under no circumstances is the Employer obligated to contribute to the Health Fund with respect to any employee who is not yet eligible to participate in the Health Fund.

- 19.4 Dependent Health Care Coverage: Subject to Section 3 above and effective July 1, 2016, the Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees who elect such dependent coverage in accordance with the Health Fund's enrollment procedures and agree to contribute at rates to be determined by the Health Fund Trustees. The Employer agrees to work in good faith with the Union and the Health Fund to get the necessary confirmations and documentation the Employer reasonably deems necessary so that employee contributions for said dependent health care coverage may be deducted on a pre-tax basis from the wages of eligible full-time employees who have elected such coverage through a Section 125 Plan, prior to July 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder to allow full-time employees to make payroll deduction to the health fund for dependent care coverage. The Employer shall remit these employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.
- 19.5 If any future applicable legislation is enacted, there shall be no duplication or accumulation of coverage, and the parties will negotiate such changes as are required to ensure no duplication or accumulation of coverage or as may be required by law.
- 19.6 This Agreement will not alter site-specific rider agreements required under applicable prevailing wage laws as to health care.
- 19.7 It is agreed by the parties that, other than the stated rates above, no other increases in the Health Fund contribution rates can or will occur, or be required to be paid, by the Employer during the term of this Agreement. If the Health Fund does implement additional increases other than those set forth in this Agreement, payment of these increases shall be the responsibility of the employee and not the Employer.
- 19.8 The Employer shall not change an employee's regular schedule by reducing the hours the employee works for the purpose of avoiding its obligation under this Agreement or any rider to make contributions for health benefits for such employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly billed to a client account because of a change in client specification, the Employer shall make best efforts to implement the reduction of hours in a manner that would have the least effect on the Employer's then current obligation to contribute toward health benefits for full-time employees assigned to the subject client account.
- 19.9 Subject to section 3 above and effective April 1, 2015, with regard to health care eligibility of full-time employees, the following shall apply as it relates to employees who experience a layoff:
- a. A laid-off employee who, because of rehire/reassignment/transfer, obtains a full-time position immediately following the date of layoff will remain eligible for health care coverage while employed in the newly assigned position to the same extent as employees at the Employer's site to which the employee is reassigned/transferred;
 - b. A laid-off employee who, because of rehire/reassignment/transfer, obtains a part-time position immediately following the date of layoff will remain eligible for health care coverage while employed in the newly assigned position to the same extent as employees at the Employer's site to which the employee is reassigned/transferred;
 - c. A laid-off employee who fails to obtain a full-time or part-time position immediately after the date of layoff, due to a lack of reassignment or transfer or any other reason, shall not be eligible for health care coverage until such time as the employee is recalled to a position and becomes eligible for health care coverage under this Agreement.

19.10 **Variable Hour Employees:** Subject to section 3 above and effective on and after April 1, 2015, the eligibility of employees of the Employer who are not regularly scheduled to work at least 30 hours per week shall be determined based on a 90 day measurement period, the first day of which will be the employee's first day of work for the Employer. If the employee works or is paid for an average of 30 hours or more per week during the first 90 days of employment by the Employer, then beginning no later than the 91st day of employment the employee shall be eligible for employee coverage to be provided by the Health Fund and the Employer shall pay the contributions at the single employee rates as set forth in section 2 for the immediately following stability period of six calendar months of the employee's employment regardless of the number of hours the employee works during the six months, so long as the employee remains an employee of the Employer. If the employee does not work or get paid for an average of 30 hours or more per week during the first 90 days of employment by the Employer, then the employee shall not be eligible for employee coverage under the Health Fund and the Employer shall not pay any contributions for such employee for the immediately following stability period of four calendar months of the employee's employment regardless of the number of hours the employee works during such four months. After the completion of the six- or four-month stability period noted above, as applicable, the employee's eligibility for single employee coverage shall be determined by ongoing 90-day measurement periods running concurrently with the last three months of the applicable stability period. After the first 90 days of employment, and after any applicable six- or four-month stability period as noted above, the employee's eligibility for single employee coverage shall be determined each January 1st, April 1st, July 1st, and October 1st by reviewing the average hours worked over the prior 90-days as a measurement period; those employee who become eligible, or lose eligibility, shall have that change effective the 1st of the following month.

19.11 At any time on or after July 1, 2016, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards stated in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine or other assessable payment under ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within 15 days. Within the next 15 day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within 30 days of either party first receiving notice of noncompliance, the Employer may provide written notice to the Union that it is withdrawing from the Health Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 6 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Health Fund.

19.12 This Article applies to CRE and all other work outside Higher Ed and Public work.

Article 20: Retirement

Regular full-time employees shall be eligible to participate in the Employer-sponsored 401(k) savings plan, in accordance with the terms and conditions of such plan as it may be amended. The Employer shall continue its matching contribution at the current rate; however, such matching contribution remains within the Employer's sole discretion and is subject to change from year to year. Each year, the Employer will advise participating employees and the Union as to whether the Employer will make a matching contribution to the plan and the amount of such contribution. Employers that do not have a plan that this group would be eligible to participate in shall not be required to offer one.

Article 21: Subcontracting

The Employer, during the life of this Agreement, shall have the right to subcontract work not being performed by bargaining unit employees under this agreement.

Upon not less than two (2) weeks advance notice to the Union, the Employer may subcontract when required by government regulations, or is required by a client or customer with regard to the use of disadvantaged business enterprises, or is needed to perform for specialty services for a client or customer, and to similar circumstances, in accordance with a good faith request or demand of a client or customer, to any person, firm, corporation, or entity, bargaining unit work presently performed by employees in the bargaining unit.

Article 22: Most Favored Nations

- 22.1 If during the term of this Agreement, the Union enters into or honors an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement that provides for more favorable hours, wages and/or terms and conditions of employment (as that phrase has been defined under the National Labor Relations Act, as amended) than those set forth in this Master Agreement, any Employer bound by this Master Agreement shall be entitled to said more favorable hours, wages and/or terms and conditions upon request. To effectuate this Article of the parties' Master Agreement, the Union agrees to disclose the existence of any written or oral agreement or understanding it has or may have with any other Employer or group of Employers (and to provide copies of any such agreement or detailed summary of any oral agreement within five business days after the Union enters into same.)
- 22.2 The provisions of the foregoing paragraph will not be deemed to prohibit the Union from offering more favorable terms and conditions to another Employer with respect to individual accounts as part of an appropriate transitional process of such account to unionization; provided however, that any Employer bound by this Master Agreement shall be entitled said more favorable terms and conditions in respect of such account; and provided further, that any Employer who becomes signatory to this agreement after the effective date will be required to immediately bid all new accounts within the scope of the Recognition article in compliance with all terms and conditions of this Agreement in their entirety, unless otherwise provided for herein.
- 22.3 If the Employer believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined herein, the Employer shall notify the Union and the parties shall meet and confer to discuss such within the next 72 hours.
- 22.4 If the matter has not been resolved within 72 hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article 24 of this Agreement.
- 22.5 The arbitrator shall decide the issue of whether or not the Union has entered into or is honoring an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement at a particular location that would allow the Employer to be granted similar conditions as defined above.

Article 23: Union Visitation

- 23.1 Where possible and barring the clients objection, the Company shall permit the posting of Union bulletins at the Company's premises and sites in designated areas, provided such bulletins do not disparage the Company or the client.
- 23.2 Union representatives shall have reasonable and appropriate access to employees at the work-site to confer with employees regarding grievances, or other union-related business. The Union shall provide

advance notice to the Employer of its intent to access the employees at any job site.—Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification and specify the property he or she wants to visit. Access shall be granted only if there is prior notice to the Employer, but such access shall not be unreasonably withheld. The Union's access of Employees under this provision may not interfere with the work being performed at the building, there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation, or the employee's performance of work and there is no objection by the Employer's client. The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules or requests of the customer. The Union shall not use public areas to circumvent the intent of this article in terms of providing otherwise required notice before meeting with employees on the clock.

- 23.3** Union Shop Stewards shall have reasonable freedom to perform their duties during non-working time, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation or the employee's performance of work, and there is no objection by the Employer's client. The Union shall notify the Employer in writing of the names of all Stewards at the time of selection. Any change in Shop Stewards will also be communicated in writing to the Employer.

Article 24: Grievance/Arbitration

24.1 Grievance Procedure

For the purpose of this Agreement, a grievance is any difference or dispute between the Employer and the Union, an employee or group of employees concerning the interpretation or application of this Agreement. The parties agree to make prompt and earnest efforts to resolve such matters.

- a. The procedure for handling a grievance pertaining to any such difference or dispute which may arise under this Agreement, shall be as follows, except that grievances involving disciplinary suspensions, transfers or terminations may be taken directly to Step 3.

Step 1.

The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within ten (10) business days of the incident giving rise to the grievance.

Step 2.

All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union and the Employer, to be scheduled within ten (10) business days of the written grievance. A written decision by the Employer shall be rendered within ten (10) business days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting, the Union shall request a Step 3 meeting within ten (10) business days of the Employer's Step 2 written decision or the date of the Step 2 meeting (if there is no written decision).

Step 3.

Following a request for a Step 3 meeting, the Union and the Employer shall meet within ten (10) business days. A written decision by the Employer shall be rendered within ten (10) business days of the Step 3 meeting. For all discharge and suspension grievances, the Union and the Employer will meet within ten (10) business days of the receipt of the Step 1 grievance notice in an attempt to resolve the issue.

- B. All grievances not resolved at step 3 may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union, the employee(s), and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 written decision
- C. Time limits within this Article may be extended by mutual consent

24.2 Arbitration

- A. The parties agree to utilize the Federal Mediation and Conciliation Service to select arbitrators to decide all grievances submitted to arbitration. An arbitrator shall be selected pursuant to the Federal Mediation and Conciliation Service Rules for Labor Arbitrations.
- B. The parties will make every effort to have the arbitration scheduled as soon as practicable.
- C. The fee of the arbitrator and all reasonable expenses involved in the arbitrator's functions shall be borne equally by the Union and the Employer.
- D. If either party asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the Arbitrator in determining whether or not the grievance is arbitrable.
- E. The parties intend that the arbitration shall be governed by the Federal Arbitration Act (FAA). The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union, the employee(s), and the Employer. The Arbitrator shall have no authority to add to, ignore, or modify any of the terms of this Agreement
- F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

24.3 Time Limits

- A. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.
- B. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.
- C. Any grievance shall be considered null and void if not filed and processed by the Union in strict accordance with the time limitations and procedures set forth above.

24.4 Employer Initiated Grievances

The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within fifteen (15) business days after the incident or occurrence giving rise to the grievance.

- 24.5 The Union and the Employer intend that the grievance and arbitration provisions in the Collective Bargaining Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this agreement unless otherwise set forth or required under applicable law. Such disputes include "wage and hour claims or disputes," which shall include statutory claims over the payment of wages for all time worked, uniform maintenance, training time, rest and meal periods, overtime pay, vacation pay, and all other wage hour related matters. The parties agree that any employee's or employees' wage and hour claims or disputes relative to a violation of wage and hour law shall be resolved through the arbitration process provided for in this Agreement to the extent permitted by law and the employees (by and through the union) shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.
- 24.6 Regarding wage and hour claims or disputes:
- a. The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, including the standard deadline by which such grievances must be initiated. The employees (by and through the union) shall be provided all substantive rights and remedies available under applicable law.
 - b. Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the department of labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 6a an individual cannot pursue class and/or collective wage and hour claims or disputes to the department of labor or through civil litigation.
- 24.7 These provisions are not intended to limit or curtail employees' individual rights. To the contrary, it is the goal of the Company to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this agreement be read to construe a waiver of individual rights to pursue discrimination claims through administrative proceedings or civil actions.
- 24.8 The employer and the union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

Article 25: Complete Agreement and Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

Article 26: Personal/Sick Days

- 26.1 Effective January 1, 2016 full-time employees with two (2) years of seniority shall be granted one (1) paid sick day per calendar year for use due to bona fide illness or injury or to attend a doctor's appointment, or to care for a sick child.

- 26.2 Effective January 1, 2017 full-time employees with three (3) years of seniority shall be granted two (2) paid sick days per calendar year for use due to bona fide illness or injury or to attend a doctor's appointment, or to care for a sick child.
- 26.3 Except where a personal day is for unanticipated illnesses or injuries, the employee must provide ten (10) calendar days advance notice to the Employer of his or her intention to use a personal day, and obtain the Employer's prior approval. Such approval shall not be unreasonably withheld.
- 26.4 Employees shall be credited with regularly scheduled work shift not to exceed eight (8) hours at straight time.
- 26.5 Paid sick hours shall not be calculated for the purposes of determining overtime. Sick leave shall only be paid for regularly scheduled shifts. Sick leave accumulation is not eligible for cash out, nor can it be carried forward from year to year.
- 26.6. Alternate Use. Eligible employees are entitled to use paid time off they have earned to attend the funeral for the employee's spouse, parent, child, grandparent, grandchild, or sibling. One of the days off must be the day of the funeral, the days must be consecutive, and the employees must have been scheduled to work the days for which they are claiming pay. In order to be eligible for payment, they must furnish proof of their relationship with the deceased and proof of their funeral attendance. Full-time employees will be entitled to a maximum of eight hours' worth of pay at the full-time employee's current wage rate, then in effect at the time of the funeral, for each day they lose work.

Article 27: Bereavement and Jury Duty

- 27.1 In the event of a death in the employee's immediate family (spouse, parent, child, grandparent, , brother, or sister.), shall be granted up to three (3) days unpaid leave. Additional vacation may be used with the Employer's approval. Leave must be coordinated through the employee's supervisor.
- 27.2. Employees who have to travel to a distant location because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the unpaid leave provided for in Article 16). Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date he or she will return to work.

An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.

- 27.3 An Employee who has completed his or her probationary period and who is required to report to court to answer a jury summons or serve as a juror on days that the employee is regularly scheduled to work will be reimbursed the difference between the amount received or jury service and the employee's regular pay. Jury duty shall be limited to five (5) days in any year. No employee may be required to work on a day he or she has jury duty.

An employee will be required to submit proof of jury duty and/or proof that he or she was paid for such service.

Article 28: Successor and Assigns

This Agreement shall be binding on and inure to the benefit of any successor to, or assignee of, the Employer or the Union, provided that neither party may assign this Agreement without the prior written consent of the other party.

Article 29: Immigration

- 29.1** In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. Upon request, the Employer shall provide the Union with a copy of any correspondence or notice which the Employer receives regarding the immigration or work-authorization status of a bargaining unit employee.
- 29.2** If a question regarding an employee's immigration or work-authorization status arises and the employee takes leave to correct any immigration related problems or issues, the Employer, upon the employee's return, shall hire the employee into the next available job for which he or she is qualified.
- 29.3** Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

Article 30: Savings Clause

If any provision, or the enforcement or performance of any provision of this Agreement is or shall be at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained for purposes permissible by law and to agree on a revised draft of such provision that as closely as legally possible mirrors the purpose of such invalidated provision. If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

Article 31: Maintenance of Conditions

Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit (with the exception of Health & Welfare) currently enjoyed by an individual employee.

Notwithstanding the above, an employee who voluntarily transfers between sites covered by this agreement does not obligate the Employer to maintain the wage(s) or other economic benefit(s) an employee enjoyed prior to transferring that were greater than the terms of this agreement or greater than the terms otherwise offered to all employees at the site to which the employee is transferring.

Notwithstanding the above, an employee transferring to a covered site from a worksite covered by any other collective bargaining agreement will not continue to receive wage rates and other economic benefits of any other collective bargaining agreement unless otherwise explicitly agreed to by the parties.

Article 32: Duration

- 32.1** This Agreement shall take effect on April 1, 2015 and shall expire on June 30, 2020.
- 32.2** Upon the expiration date of this Agreement as set forth above, it shall renew thereafter year to year unless either party desires to modify or terminate the Agreement at the end of its term. Written notice

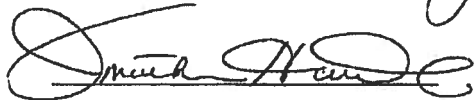
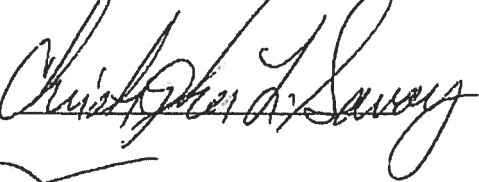
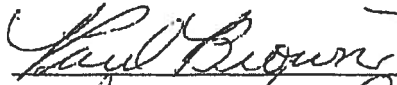
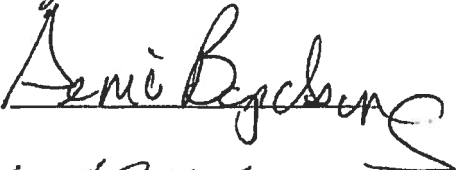
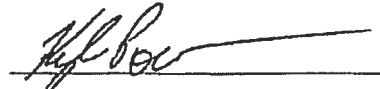
regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days prior to the expiration date of the Agreement.

For SEIU Local 32BJ



Name Printed: Jaime Gutierrez

Date: 3/25/15



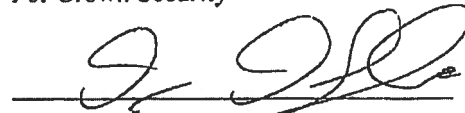
For AlliedBarton Security Services LLC



Name Printed: DAVID CITAPLA

Date: 3-25-15

For Crown Security



Name Printed: Doug Dalrymple

Date 3/31/15

For Securitas Security



Name Printed: Tony Buscemi

Date: 3/25/15