

NEW YORK CITY
COLLECTIVE BARGAINING AGREEMENT

MADE BETWEEN

UNIVERSAL PROTECTIVE SERVICES LP, dba,

ALLIED UNIVERSAL SECURITY SERVICES

AND

SERVICE EMPLOYEES INTERNATIONAL UNION

LOCAL 32BJ

EFFECTIVE

MAY 1, 2021

THROUGH

APRIL 30, 2024

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2021 NEW YORK CITY COLLECTIVE BARGAINING AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is entered into as of May 1, 2021 by and between Universal Protective Services LP, dba, Allied Universal Security Services (hereinafter referred to as the "Employer"), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 32BJ (hereinafter referred to as the "Union") (the Employer and the Union shall be collectively referred to as the "Parties").

ARTICLE I: RECOGNITION

This Agreement shall apply to the Employer's regular full-time and part-time security officer employees working in New York, Kings, Queens, Bronx, Richmond, Westchester and Nassau Counties, but excluding all administrative and clerical, professional, confidential, seasonal, non-guard employees, supervisors and managerial personnel as defined in the National Labor Relations Act, as provided for below. This Agreement is subject to any side-letters and/or riders between the Union and any Employer, including client-account carve-outs and transition accounts designated for full recognition within agreed upon periods.

1. Commercial Real Estate Office Buildings (150,000 sq. ft. or more) New York, Kings, Queens, Bronx and Richmond Counties.
 - a. In single or multi-tenant office buildings with 150,000 or more square feet of rental space in New York, Kings, Queens, Bronx and Richmond Counties, the Employer shall continue to recognize the Union at sites where the Union has been previously recognized by the Employer.
 - b. For sites Employer obtains during this Agreement, and existing accounts that are 150,000 square feet or more where the Union has not been recognized as of the date of this Agreement, subject to Paragraph 4, the Employer shall extend recognition only after a card-check recognition process¹ provided that with regard to tenants occupying leased space (regardless of square footage) in a base-building of 150,000 square feet or more,

¹ Card-check recognition processes described herein shall be governed by any national or master agreement by and between the Union and the Employer. Despite the foregoing, it is understood by the parties that any and all recognition is predicated upon a majority of employees at a client account site signing authorization cards. Unless otherwise addressed by the Union and Employer, upon the request of any Party, a mutually agreeable outside party shall conduct a review of the names on such cards, comparing the same to a current list of employees and verifying the results.

this paragraph shall only apply where the tenant has security in excess of 336 (three hundred thirty-six) bargaining unit hours per week.

- c. If the Union is recognized as the exclusive bargaining representative at a covered client account site: (1) obtained during this Agreement; or (2) that is above 150,000 (one hundred fifty thousand) square feet where recognition was not previously extended or applicable, the Employer and the Union shall negotiate, unless otherwise agreed, a rider for such account that provides that the Employer shall adhere to this Agreement's applicable economic terms and conditions no later than two (two) years after the Employer commences services at such client account site or the execution date of this Agreement, whichever is later, provided the card-check recognition process has been completed. If the Union and the Employer cannot reach agreement within 45 (forty-five) days on the interim terms of the rider governing the two year transition period, the dispute shall be submitted to expedited arbitration under Article XXV.
- d. With regard to previously covered and recognized account sites that were subject to rider agreements that deviated from the economic terms of the Parties' 2016 agreement, the Parties shall negotiate transition riders requiring the Employer to adhere to this Agreement's economic terms and conditions no later than 2 (two) years after the execution date of this Agreement, unless otherwise agreed by the Parties.
- e. Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each employee working at organized locations subject to this Agreement. Within 14 (fourteen) calendar days of being notified that the Employer has become a service provider at a new account location as a result of, including but not limited to, a formal RFP process, purchase order, or other contract for security services, where that location is within the scope of the recognition provisions in this Agreement, the Employer shall notify the Union in writing of the new account location, the date on which it is to commence performing work at that location, and provide at the Union's request employee information in accordance with the Parties' Employee Free Choice Procedure.

2. **Public Agencies & Other Unique Client Accounts in New York, Kings, Queens, Bronx and Richmond Counties and where specified in Nassau and Westchester Counties.**

Subject to Paragraph 3(a) – (g), and unless otherwise agreed to by the Parties in this Article, the

Employer shall extend recognition in New York, Kings, Queens, Bronx and Richmond Counties (and only where specified in Westchester and Nassau Counties) to all client accounts in the areas listed below, pursuant to a card-check recognition process:

- a. Irrespective of Paragraph 3(g), facilities owned, operated, or managed by governmental entities or quasi-governmental entities (e.g. convention centers, public event venues, and transit systems);
- b. Irrespective of Paragraph 3(g), public agencies where the Employer has no obligation at law to recognize another labor organization as the collective bargaining representative of its employees;
- c. Non-profit institutions of higher education (except in the case where a particular institution is contained within a CRE property, in which case the provision governing CRE property shall apply to the institution);
- d. Museum facilities and other 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 arts centers, but is not intended to include all not-for-profit organizations) open to the public;
- e. Convention centers and sporting arenas;
- f. Facilities owned or operated by the Port Authority of New York and New Jersey including such facilities located outside of New York City;
- g. Work contracted by commercial airlines or other clients operating on airport property and operations directly related to commercial airlines that are located off airport property due to facility and space limitations; except this paragraph shall not include work contracted by freight carriers;
- h. Residential accounts, not otherwise addressed in Paragraphs (i) and (j) below, where the account requires in excess of 336 (three hundred thirty-six) weekly bargaining unit hours as measured over the most recent 13- (thirteen-) week period;
- i. Irrespective of Paragraph 3(g), residential account sites where the Union is the bargaining representative of building service employees on the client's premises and an individual(s) employed as a security officer(s) is displacing employees or functions represented by the Union at that location;
- j. Irrespective of Paragraph 3(g), newly constructed or renovated residential account sites where security officers are utilized in lieu of personnel which have historically been represented by the Union in residential facilities (e.g. doorman, concierge);

- k. In Westchester and Nassau Counties, only account sites subject to a mandated prevailing and/or living wage requirement;
- l. Accounts in mixed use developments (with commercial, retail, manufacturing, residential and hotel tenant spaces, or any combination thereof provided commercial office space constitutes at least 150,000 [one hundred fifty thousand] square feet) with a minimum square footage of 500,000 (five hundred thousand) square feet. Provided, however, that coverage shall extend only to employees employed under the contract that includes base building work and shall not extend to individual tenants who separately contract with the Employer, unless such separate contract would otherwise fall under the recognition provisions of this Article. The non-commercial office portions of any covered development and any portions of commercial office space that are subject to a prevailing wage, statutory living wage or higher public agency-mandated wage or benefits requirement as set forth in Paragraph (n) below, shall be subject to economic rider bargaining;
- m. All work in any location within New York City and Long Island, irrespective of the hours threshold in Article I.3(g), where the Union has entered into an agreement with an owner, developer or any person or entity involved in the development or redevelopment of property pursuant to which agreement the owner, developer or other person or entity has 1) committed to labor peace for security employees or 2) has otherwise communicated to contractors during the procurement process that the work at issue falls within Local 32BJ's jurisdiction or that the economic terms of security employees' employment shall comply with the standards in a Local 32BJ collective bargaining agreement. Where the owner, developer, or other person or entity has committed to a labor peace agreement that does not provide for a wage or benefits standard, the non-CRE portions of any covered development, any portions of CRE that are subject to a prevailing wage, statutory living wage or higher public agency-mandated wage or benefits requirement as set forth in Paragraph (n) below and any projects in Long Island that are not subject to a prevailing or living wage, shall be subject to economic rider bargaining;
- n. All work that is subject to a prevailing wage, statutory living wage or other public agency-mandated wage and benefits requirement, including but not limited to K-12 (-twelve) schools and privately-owned residential work that is subject to a prevailing wage requirement, irrespective of the hours threshold in Article I.3(g); and

- o. Effective October 1, 2023, hospitals, nursing homes, or other health care facilities in New York City where a union represents a substantial portion of all the facility's employees. The parties shall bargain an economic rider with respect to any such accounts. Effective January 1, 2023, the Union may commence organizing activities under this Section via the Parties' Employee Free Choice Procedure. The Parties shall negotiate an economic rider for such account that provides for minimum wage rates and PTO that are not less than those in this Agreement, no later than 2 (two) years after the Employer commences services at such client account site or the execution date of this Agreement, whichever is later, provided the card-check recognition process has been completed. Provided, however, in no event shall the terms of such rider take effect before October 1, 2023. With respect to health benefits and rider bargaining, absent mutual agreement to the contrary, the Union shall not seek to transition the account to health coverage through the Building Service Local 32BJ Health Fund within the first year after the effective date of the rider.

The Parties shall bargain economic riders with respect to accounts set forth in Paragraphs 2 (a), (b), (c), (d), (e), (f), (g) (h), (i), (j), (l), (m), (n), (o).

3. **Excluded Accounts.** Irrespective of any provision contained in Article I, except for paragraphs 4 and 5 (b), the Employer shall not be contractually obligated to extend recognition to the Union in New York, Kings, Queens, Bronx and Richmond Counties as to:
 - a. Client account sites in those business categories not set forth in Paragraphs 1 – 2, above;
 - b. Specific client account “carve-outs” agreed to by the Union and Employer;
 - c. Retail locations, including, but not limited to “malls,” retail centers, and individual retail facilities;
 - d. Residential buildings and communities, except as provided for in 2(h), (i), and (j);
 - e. Accounts requiring private residential and/or tenant security;
 - f. Subject to Paragraph 5 (c) and (d), healthcare facilities and institutions; and
 - g. Client account sites where the account requires 336 (three hundred thirty-six) average weekly bargaining unit hours or less, as measured over the most recent consecutive 13- (thirteen-) week period.
4. **Accounts Where the Union Was Previously Recognized.** If the Employer acquires an account during this Agreement, where the Union was recognized as the bargaining representative for security employees, the Employer shall (1) offer employment to and hire, subject to the

requirements of law and its business needs, qualified incumbent employees, (2) recognize the Union as the collective bargaining representative of those employees inclusive of any job classifications as recognized by the prior employer at that location, (3) maintain, to the extent permitted by law, the existing terms and conditions of employment of those incumbent employees, and (4) assume the terms of any collective bargaining agreement applicable to such account, if such agreement provides more highly beneficial terms to the employees. This provision is intended to be consistent with, and not override, Article IX (Contractor Transition).

5. Miscellaneous.

- a. Recognition at Sites Involving an Active Organizing Campaign: The Employer shall implement the card-check recognition process at any account/location where the Union is engaged in an active organizing campaign at the time the customer or client put the location out to bid, issued an RFP, or otherwise contacted Employer for purposes of soliciting security services. Upon request, the Union shall notify the Employer as to whether a specific site is the subject of any such campaign. In identifying such site(s), the Union shall operate in good faith and not utilize said designation as an attempt to circumvent the purpose and intent of excluded accounts as set forth in Paragraph 3 of this Agreement. The Union shall also provide to the Employer, upon request, evidence necessary to establish the bona-fide nature and existence of any such organizing campaign.
- b. Carve-Outs and Exclusions: The Parties agree that any carve-outs and/or exclusions to this recognition Article shall apply to any Employer signatory to this Agreement.
- c. Notification: Every 30 (thirty) days, once the recognition criteria has been met pursuant to this Agreement, the Employer shall immediately notify the Union in writing of the name and home address of each new employee engaged by the Employer subject to this Agreement and shall provide wage rates for each such employee. The Union shall have the right to request and inspect relevant employment records for all employees at accounts where the Employer has recognized the Union. Said information shall include but not be limited to social security numbers and home addresses for employees. Production of said employment records shall not be unreasonably withheld.

ARTICLE II:

UNION SECURITY

1. **Membership.** It shall be a condition of employment that all employees covered by this Agreement shall become and remain members of the Union on the 31st (thirty-first) day following their date of employment or the execution date of this Agreement or the effective date of this Agreement or the date this Agreement applies to their work location or their employment, whichever is later. The membership requirement under this Article is satisfied by payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed. The Union shall not ask or require the Employer to discharge any employee, except in compliance with the law.

2. **Discharge.** Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting the discharge of an employee because the employee has not met the requirements of this Article, the employee shall be discharged within 15 (fifteen) days of the letter, if prior thereto the employee does not take proper steps to meet the requirements.

3. The Employer shall make known to any new hire the employee's obligations under this provision, and present such new hire at that time union membership materials, including a membership application and voluntary payroll deduction authorization.

4. The Employer shall provide employee information in connection with the transmission of dues, initiation fees, all legal assessments and other deductions required to be transmitted to the Union (collectively, "Deductions"). Deductions from employees' paychecks shall be transmitted to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs, in writing, that Deductions be remitted by means other than electronic transmittals. The Union shall specify reasonable information to be recorded and/or transmitted by the Employer, as necessary and consistent with this Agreement.

Employers who are currently transmitting Deductions by ACH shall continue to do so. The Parties recognize that Employers who are not currently transmitting Deductions by ACH may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions. Those Employers who are not currently transmitting Deductions by ACH shall commence transmission by ACH no later than 9 (nine) months from the date the Employer first becomes signatory to this Agreement, (the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to ACH payment may cause some delays in effecting transmission. During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

5. The Parties agree to convene an ESS Committee to review the use of the 32BJ self-service portal (or similar system) for the purpose of dues, initiation fees, and contributions to the American Dream Fund, with the ultimate goal of promoting greater efficiency with respect to use of the system. The Committee will include representatives from the Employers and appropriate representatives of the Union sufficiently familiar with the 32BJ self-service portal (or similar system). The Committee will discuss various issues related to the ESS system, including processes by which Employers may realize efficiencies in their operation and use of the ESS system; how Employers can obtain information about their employees through the system in Excel or a similar commercially-available spreadsheet format; how Employers can obtain employee social security numbers or other unique identifiers where necessary to maintain accurate records related to dues or Funds contributions remittances; and the frequency of audits or other periodic review processes in order to ensure proper reporting and to minimize and prevent audit disputes.

The Committee will be convened quarterly, or with the Parties' mutual agreement at such other times as may be determined, and shall be open to the Union and any Employer signatory to this Agreement. The Employers and the Union shall also jointly request that a representative of the Funds attend the Committee meetings. The Parties further recognize and agree that the Committee shall not have the authority to compel changes to the Fund's practices, policies, or rules.

ARTICLE III:

CHECK-OFF

1. **Deductions.** The Employer agrees to deduct from the 1st (first) paycheck each month the monthly dues, initiation fees, agency fees, American Dream Fund contributions, and all legal assessments 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 Employer agrees that such deductions shall constitute Trust Funds that will be forwarded to the Union not later than the 20th (twentieth) day of each and every month. The Union will furnish to the Employer the necessary authorization forms.

If the Employer fails to deduct or remit the Union dues or other monies referenced in Paragraph 1 of this Article by the 45th (forty-fifth) day from the date the monies should have been withheld and remitted, the Employer shall pay interest on such dues on the rate of 1% (one percent) per month beginning on the 46th (forty-sixth) day, unless the Employer can demonstrate that delay was for good cause due to circumstances beyond its control.

2. **Automatic Renewal.** If an employee does not revoke their dues check off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed the employee's authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.

3. **Electronic Authorizations.** The parties acknowledge and agree that the term "written authorization" or "payroll deduction authorization" as provided in this Agreement includes authorizations and revocations created and maintained by use of electronic records and electronic signatures, excluding electronic voice authorizations, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, and authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union. The Employer shall accept such electronic records from the Union as valid written authorizations for, or revocations of, deduction and remittance.

Employers who are currently accepting such electronic records as valid written authorizations or revocations for deduction and remittance shall continue to do so. The parties recognize that Employers who are not currently accepting electronic records as valid written authorizations or revocations may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate acceptance of electronic records as valid authorizations or revocations for deduction and remittance. Those Employers who are not currently accepting electronic records as valid written authorizations or revocations shall commence acceptance no later than 9 (nine) months from the date an Employer becomes signatory to this Agreement (the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to electronic records and electronic signatures may cause some delays. During the Transition Period, Employers who deduct appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

4. **Indemnification.** The Union shall indemnify and save the Employer harmless against any/all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE IV:

DISCIPLINE AND DISCHARGE

1. **Just Cause.** Employees may not be discharged or disciplined, except for just cause. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for

discharge or suspension within a reasonable time, not to exceed 10 (ten) business days after the discharge or suspension.

2. **Probation.** Employees shall have a trial or probationary period of 120 (one hundred twenty) days, during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article XXV.

3. **Customer Care.** The Union recognizes that the customer is the ultimate consumer and ultimately controls, not only employee access, but also the locations at which the Employer does business. When a security-related incident occurs on a job site that is or can be reasonably construed as injurious to that customer, the employee, the Union, and the Employer will cooperate in every way in the investigation of the incident, until the incident is resolved and/or the customer is satisfied that all reasonable avenues were pursued to completion. The Employer shall in its sole discretion investigate any security related incident and the Union will not impede any reasonable steps which may assist the Employer consistent with its duty of fair representation.

4. At account locations where there is a shop steward, employees shall have the right to have a shop steward 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.

ARTICLE V:

DRUG/ALCOHOL TESTING AND BACKGROUND CHECKS

The Employer shall have the right (1) upon reasonable suspicion, or consistent with individual client-employers' employment and drug/alcohol testing policies, to require employees to submit to drug/alcohol testing or screening, and/or (2) to satisfy other reasonable background checks or requirements, reasonably imposed by either the Employer or its customers. Employees who fail to satisfactorily complete such tests or screens may be discharged without resort to the grievance and arbitration procedure. There shall not be any deductions from pay for employment examinations – physical or otherwise – or for any drug/alcohol tests/screens or background checks required or requested by the Employer.

ARTICLE VI:

NO STRIKES, PICKETING, OR OTHER INTERRUPTION OF WORK

1. **No Strikes, Etc.** There shall be no strikes (including, but not limited to, economic, unfair labor practice and/or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, or lockouts by the Employer, relating to this bargaining unit, during the term of this Agreement. In the event of a strike by another labor group or the Union involving the customer's property or operations, the employees will remain on the job for protection of life, limb, and property and will not be required to assume duties outside the scope of this Agreement.

2. **Officer Duties.** The Union acknowledges that security officers' duties may include apprehension, identification, reporting, and evidence submission of/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, and that the performance of such duties shall not subject security officers to punishment, discipline, or charges by the Union.

ARTICLE VII: MANAGEMENT RIGHTS

1. **Rights.** 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 the management (but not intended as a wholly inclusive list of them) are: the right 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 utilized and/or provided, or to discontinue their performance by the employees; to transfer or relocate any/all of the business operation to any location, to subcontract but only consistent with express client mandates and needs and not for the purpose of evading the obligations of this Agreement, discontinue operations by sale or otherwise, in whole or in part at any time; to establish, increase, or decrease the number of work shifts, and to determine the shift starting and ending times, as well as determine the employees' work duties; to require performance of duties other than those normally assigned; to select supervisory employees; to train employees; to discontinue, reorganize, or combine any part of the organization; to promote and demote employees, consistent with the operational needs of the business; to discipline, suspend, and discharge for just cause; to relieve employees from duty for lack of work, or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any location, even though employees at that location may be terminated or relieved from duty, as a result. Where the Employer is permitted to subcontract based on client mandates and needs, as set forth above,

the subcontractor will be required to provide its covered employees with the same economic terms as those required by this Agreement.

In no case will this Article be used for the purpose of unlawfully discriminating against any employees.

Any of the rights, powers, or authorities the Employer had 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 abridged or modified by this Agreement, as well as any supplementary, subsequent Agreement which may be made and executed by the Parties.

2. **Rules and Regulations.** The Employer shall also have the right to promulgate, post, and enforce reasonable rules and regulations governing the conduct of employees during working hours. In any arbitration in which an Employer's rule or regulation is deemed unreasonable, the arbitrator may only order rescission of the rule or regulation and may not amend, modify, alter or add to the rule or regulation in any manner.

3. **Exclusivity.** 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.

4. **Customer Demands.** The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer/tenant demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand, provided the Employer shall make a good faith attempt to obtain the customer/tenant's demand in a writing, or the Employer shall make a good faith attempt to obtain from the customer/tenant a good faith reason to justify such removal apart from the demand itself. Upon the Union's request, the Employer shall provide the customer/tenant's written demand, if any. In the event no written demand exists, the Employer shall, upon request from the Union, provide the stated reason for the customer/tenant demand, if known. 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 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 3 (three) 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 layoff under this paragraph, the employee shall have 10 (ten) days in which to notify the Employer if the employee wishes to accept a position with the Employer at another location. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

5. **Reductions.** Transfers or removals of employees because of a reduction in force shall not be arbitrary, retaliatory or in violation of Article VIII (No Discrimination). The Employer shall make its best effort to promptly notify the Union, where possible in advance, of any significant reductions in the number of employees assigned to any work location covered by this Agreement.

The Employer shall provide the Union with reasonably prompt written notice with the names of employees who are being laid off, whose hours are reduced or who are being offered contractual recall.

ARTICLE VIII: NO DISCRIMINATION

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, veteran status, sexual orientation, citizenship status, marital status, or against a qualified individual with a disability or any other protected characteristic. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

ARTICLE IX: CONTRACTOR TRANSITION

1. **Take-Over and Retention.** When the Employer takes over the servicing of any account where the Union is the collective bargaining representative of the employees, the Employer agrees to retain all permanent employees at the facility, including those who might be on vacation or off work because of illness, injury, or authorized leaves of absence; this is provided, however, that employment is offered consistent with applicable law and the Employer's reasonable hiring and employment standards. Employees who are retained shall be credited with service at the account prior to the takeover for purposes of determining completion of the probationary period as set forth in Article IV Paragraph 2.

The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover. The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon 2 (two) weeks' notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon credible proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

Subject to the provisions of Article X (Seniority), when an incumbent officer is not hired by the new contractor, the outgoing Employer will attempt to 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, based on the sole and exclusive opinion of the Employer that the employee is qualified, suitable, and available to work. 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 3 (three) 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.

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.

The Employer shall make its best effort to notify the Union that it is taking over an account or location covered by this agreement at least 10 (ten) business days prior to commencement of services at the account or location or within 5 (five) days of being awarded the account covered by this agreement, whichever comes first.

Effective January 1, 2022, the outgoing Employer shall make reasonable efforts to notify the Union within 14 (fourteen) days of receiving written cancellation of an account or location; and no later than 30 (thirty) days after receiving written cancellation of an account or location the Employer shall provide the Union with a list of all employees at the account or location, their wage rates, their dates of hire and the number of PTO and vacation days used. The Union shall provide this list to the incoming contractor within 5 (five) days of the Employer giving it to the Union.

2. **Customer Demands.** 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, provided that the Employer shall make a good faith attempt to obtain the customer/tenant's demand in a writing or the Employer shall make a good faith attempt to obtain from the customer/tenant a good faith reason to justify such removal apart from the demand itself.

3. **Better Terms.** If any employee or group of employees at any location covered by Article I had in effect on the effective date of this Agreement (or date this Agreement applies to a location) terms or conditions better than those provided for in this Agreement or other collective bargaining agreement with the Union covering the location with respect to wages, hours, sick pay, vacations, holidays, premium pay, relief periods, jury duty, or other economic or leave issues – such better terms or conditions shall be continued only for such employee(s) employed by the Employer on the effective date (or date this Agreement applies to the location), unless the Union and the Employer agree otherwise. Prior to an Employer's bidding on a new location covered by this Agreement, the Employer may request that the Union identify any such better terms and conditions that the Union believes are covered by this provision, and, if so requested, the Union shall exercise its best efforts to respond to such request.

4. **Cancellation and Notification.** The Employer shall, within a reasonable amount of time not to exceed 10 (ten) business days, notify the Union in writing if the Employer receives written cancellation of a client-account (or cancellation of a specific site-account). The Employer shall provide the Union with a list of all employees at the client-account site, their wage rates, the number of hours worked, the dates of hire, the number of sick days used, the number of holidays worked or taken as time off, benefit contributions made for employees, and vacation benefits.

ARTICLE X:

SENIORITY

1. **Definition.** Seniority shall be defined as an employee's length of service with the Employer or at the facility, whichever is greater, regardless of whether there was a Collective Bargaining Agreement covering the facility. Where an employee was previously employed by a predecessor employer, the employee's seniority for recall and benefits purposes, shall include all prior continuous employment, with continuity broken only where the employee's employment is severed at a particular building and with the applicable employer simultaneously.

2. **Date.** After completion of the trial or probationary period, an employee shall attain seniority as of his/her original date of employment. 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 credible documented proof

provided to the Employer within 120 (one hundred twenty) days of contract transition, or later at the Employer's discretion.

3. **Broken.** Seniority shall be broken by any of the following events:

- a. resignation, retirement, or voluntary termination;
- b. discharge for cause;
voluntary promotion into any non-bargaining unit position, unless an employee returns to the bargaining unit within 6 (six) months of the promotion, in which case the employee's seniority will be fully restored, less any time spent in the non-bargaining unit position;
- c. inactive employment for any reason exceeding six months; or an employee's length of seniority, whichever is less; or,
- d. failure to return to work after any leave within 3 (three) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.

4. **Seniority Determinative.** Assignments, promotions, the filling of vacancies, layoffs, and recalls shall be determined on the basis of seniority, provided that – in the sole and exclusive opinion of the Employer – the employee is qualified, suitable, and available to work. Subject to the foregoing, preference for the filling of vacancies shall be given to those employees already employed in the building. Seniority shall be determinative only when all other job-related factors are equal. Subject to Paragraph 3 above, in the event of layoff due to reduction in force, the inverse order of seniority shall be followed to determine layoffs. However, for purpose of layoff, seniority shall be based on total length of service in the building within the job classification.

5. **No Bumping.** An employee who is laid-off shall not be permitted to bump a less senior employee at another facility, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Paragraph 4 of this Article. The Employer will give first consideration to filling vacancies to employees on a recall list. Employees may remain on the recall list for three months.

6. Subject to Paragraph 3 above, regular part-time employees shall be given preference by seniority in bidding for open full-time positions, provided that, in the reasonable opinion of the Employer, the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

7. **Involuntary Transfers.** In the event an Employer temporarily or permanently assigns an employee to other sites covered by this Agreement for non-economic reasons or in the event of a reduction of hours at a client site, said transfer shall not be arbitrary or capricious and the employee(s) transferred shall receive those terms and conditions applicable to the site to which the employee is transferred. In assigning or transferring employees in accordance with this paragraph, the Employer shall in good faith attempt to transfer or assign the employee to a position of like or similar terms and

conditions, except in no case shall said transfer cause an employee to lose the employee's health care benefits.

8. **Job Vacancies.** The Employer shall maintain its established job posting system accessible to employees without charge to allow interested employees to learn of vacancies, openings and advancement opportunities generally. To the extent the Employer does not have such a system currently in place, the Employer shall create and implement such a system. Upon request, the Employer shall provide a copy of such posting to the Union.

ARTICLE XI:
WORKWEEK/OVERTIME

1. **Hours of Work.**

Employees regularly scheduled to work shall be paid at 1-1/2 (one and one-half) times their regular hourly rate of pay for hours worked in excess of 40 (forty) hours during a workweek. Hours not actually worked shall not be included in this calculation. There shall be no pyramiding or duplication of hours for purposes of overtime calculation.

Employees called into work for any time not consecutive with their regular schedule shall be paid for at least 4 (four) hours of work at straight time, subject to applicable wage and hour law. The Employer shall not require overtime on a given day as designed to reduce the hours worked by that employee in the same pay period by implementing a furlough or non-assignment of that employee to avoid overtime costs, unless agreed to by the employee, confirmed by notice to the Union.

The Employer shall not change an employee's schedule by reducing the days on which the employee works such that the Employer avoids its obligation under this Agreement or any Rider to make contributions for health benefits for such employee. If the Employer intends to reduce the overall number of hours regularly assigned to a client account because of a change in client specifications, to the greatest extent possible, the Employer shall implement such reduction in a manner that would avoid reducing the Employer's obligation to make contributions for health benefits for employees assigned to such account.

The Employer shall make reasonable best efforts to allow employees required to secure a standing post to be permitted to sit down at reasonable intervals.

2. **Meal and Rest Periods.**

- a. An employee who works more than 12 (twelve) hours in a work shift shall be entitled to a 30- (thirty-) minute unpaid meal period (unless applicable law requires that the meal

period be paid). This unpaid meal period shall be in addition to whatever other meal period breaks are provided to employees at that site.

- a. **Rest Periods.** Employees shall be provided reasonable opportunities for comfort breaks, including access to a restroom, taking into account operational needs. For accounts with limited access to restrooms or opportunities for comfort breaks, the Parties will meet and confer to determine how to satisfy the obligations of this provision.
- b. If any applicable state or local law, regulation or wage order dealing with meal and/or rest periods requires more generous terms to the employee than are provided herein, the state or local law, regulation or wage order shall prevail.

ARTICLE XII:
METHOD OF PAY

The Employer shall continue its current practice with respect to pay periods (i.e., whether weekly or biweekly), and the number of days after the end of the pay period within which the employee must be paid. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay. 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.

ARTICLE XIII:
WAGES

1. **Wage Increases. Generally.** The following wage tables will govern the minimum wages and wage increases for all accounts, following this Agreement's effective date, except those subject to rider agreements. The terms of rider agreements shall continue to apply for employees subject to said riders for the duration of their respective terms. Wage increases or minimum rates shall not apply retroactively at any location where the Union is recognized as the bargaining representative after the effective date of this Agreement. In cases where an Employer's rider agreement with the Union expired on or before April 30, 2021 and the expired rider contained economic terms that deviated below the economic terms of the

Parties' 2016 Agreement, the Parties shall negotiate successor riders, which transition those rider accounts to applicable master terms within two years after the date of this Agreement.

- a. New York County and Outer Borough Commercial Real Estate with 150,000 + square feet and New York County Non-Profit Higher Education. The following wage minimums and increases will apply to all existing recognized accounts in New York County, irrespective of building/client-account site square footage; this wage plan will also apply to any future accounts in New York County in commercial real estate buildings with 150,000 (one hundred fifty thousand) or more square feet of space, not-for-profit higher education accounts in New York County acquired after the date on which this Agreement goes into effect, and such current accounts in commercial real estate buildings and higher education locations in New York County that are not yet recognized. In addition, the following wage minimums and increases will apply to all recognized commercial real estate with 150,000+ (one hundred fifty thousand plus) square feet in Kings, Queens, Bronx, and Richmond counties. Employees shall receive the increase or the minimum rate of pay, whichever shall result in the higher rate of pay, as follows:

<u>DATE</u>	<u>WAGE INCREASE</u>	<u>MINIMUM</u>
5/1/21	--	\$15.95
1/1/22	\$0.40	\$16.35
1/1/23	\$0.40	\$16.75
1/1/24	\$0.55	\$17.30

- b. Outer Borough, Excluding Commercial Real Estate Over 150,000 Square Feet. Except as provided for in subparagraph a, above, the following wage minimums and increases will apply to existing, recognized work in the following Counties: Kings, Queens, Bronx, and Richmond; the following table will also apply to future, recognized work in the outer boroughs, acquired after this Agreement's effective date and such current existing work that is not yet recognized in commercial real estate buildings with 150,000 (one hundred fifty thousand) or more square feet and not-for-profit institutions of higher education. Employees shall receive the increase or the minimum rate of pay, whichever shall result in the higher rate of pay, as follows:

<u>DATE</u>	<u>WAGE INCREASE</u>	<u>MINIMUM</u>
5/1/21	--	\$15.70
1/1/22	\$0.40	\$16.10
1/1/23	\$0.40	\$16.50
1/1/24	\$0.55	\$17.05

2. 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 advance 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. In addition, where existing riders have a different annual date on which annual increases have occurred, those different schedules shall be maintained.

3. Accounts subject to a prevailing wage, statutory living wage or other public agency-mandated wage and benefits requirement, as set forth in Article I. 2(n), shall not be subject to the economic terms herein. The Parties shall negotiate riders for such accounts. In the event the Parties cannot agree on the terms of such riders, upon 45 (forty-five) days written notice, Article VI shall not apply to any such account.

4. In the event any legislative or judicial act alters, revokes or rescinds any current local, state or federal minimum wage law, this Article of the Agreement shall be subject to a reopener, to occur within 30 (thirty) days of said act. Until those reopener negotiations are completed, the wages in place at the time of the legislative or judicial act shall remain in place and no wage increases shall be implemented. In the event the Parties cannot reach agreement with respect to these negotiations, upon 45 (forty-five) days written notice, Article VI shall not apply.

ARTICLE XIV:

HOLIDAYS

1. **Holidays.** Unless otherwise noted in this Article, all full-time employees shall be paid 1-1/2x (one and one-half times) their current wage rates for work actually performed on the days legally observed for the following Holidays:

2021

Memorial Day (Monday, May 31)
Independence Day (Sunday, July 4)
Thanksgiving Day (Thursday, November 25)
Christmas Eve (Friday, December 24)
Christmas Day (Saturday, December 25)

2022

New Year's Day (Saturday, January 1)
Presidents Day (Monday, February 21)
Memorial Day (Monday, May 30)
Fourth of July (Monday, July 4)
Thanksgiving Day (Thursday, November 24)
Christmas Eve (Saturday, December 24)
Christmas Day (Sunday, December 25)

2023

New Year's Day (Sunday, January 1)
Presidents Day (Monday, February 20)
Memorial Day (Monday, May 29)
Fourth of July (Tuesday, July 4)
Thanksgiving Day (Thursday, November 23)
Christmas Eve (Sunday, December 24)
Christmas Day (Monday, December 25)

2024

New Year's Day (Monday, January 1)
Presidents Day (Monday, February 19)

The Employer shall provide all full time employees who work on Martin Luther King Jr.'s Birthday or Labor Day 8 (eight) hours of pay in addition to their rate of pay for each hour worked on that holiday. All Employees regularly scheduled to work on that holiday but who do not work due to their regular work location being closed, will be paid 8 (eight) hours regular straight time pay. Employees who work on that day shall receive holiday pay and shall be paid at the appropriate rate of pay for each hour that they work. In order to qualify for this holiday pay, employees must work their last regularly scheduled shift before the holiday and their next regularly scheduled shift following the holiday, provided that employees who are absent on one or more days due to approved vacation or sick leave shall be entitled to holiday pay, and provided further that employees who are absent on one or both of such days due to FMLA leave, or medical or personal leave previously approved by the Employer shall be entitled to receive holiday pay only upon their return to active employment. The dates on which these holidays are legally observed are:

2021

Labor Day (Monday, September 6)

2022

Martin Luther King Jr.'s Birthday (Monday, January 17)

Labor Day (Monday, September 5)

2023

Martin Luther King Jr.'s Birthday (Monday, January 16)

Labor Day (Monday, September 4)

2024

Martin Luther King Jr.'s Birthday (Monday, January 15)

2. **Date.** Except as specified above, the date of each such holiday shall be deemed to be the date upon which it is legally celebrated. Notwithstanding the dates set forth above, the dates on which holidays are legally observed at an account that is subject to a rider agreement modifying this paragraph, shall be the dates provided for in the rider agreement.

3. **Pyramiding.** Payment of eight (8) hours of holiday allowance, as provided in this Art. 14, shall not count as time worked for the purpose of computing overtime in the given workweek. There shall be no pyramiding of overtime.

ARTICLE XV:

JURY DUTY

1. **Jury Duty.** Employees shall receive leave and wages for days served performing jury duty, pursuant to applicable laws.

ARTICLE XVI:

PTO/BEREAVEMENT

1. **In General.**

- a. For the period May 1, 2021 through April 30, 2024, employees shall be entitled to paid time off (PTO) in accordance with this Article.
- b. For the period May 1, 2021 through December 31, 2021, employees shall accrue PTO at the rate of 1 (one) hour for every 30 (thirty) hours worked, for a maximum of 40 (forty) hours per year. The Employer shall utilize an accrual schedule on a calendar year basis, anniversary year basis, or contract year basis, at its choosing. The Employer shall notify the Union of the method to be used at each specific site. Effective January 1, 2022, each January 1, regular, full-time employees who have completed at least one year of employment shall receive 56 (fifty-six) hours of PTO per calendar year. All such regular employees who have not completed one year of employment by December 31 of a given year shall accrue PTO at the rate of one (1) hour for every 30 (thirty) hours worked, for a maximum of 56 (fifty-six) hours per calendar year, until the second January 1 of their employment. Part-time employees shall accrue PTO at a rate of one hour for every 30 (thirty) hours worked, for a maximum of 56 (fifty-six) hours of PTO per calendar year.
- c. An employee may use up to 2 (two) days of accrued PTO for personal reasons upon 5 (five) days' notice – and when possible, more than 5 (five) days' notice – to the Employer, subject to the Employer's approval for operational and scheduling needs. Personal days shall be granted based on the order requested, with seniority prevailing in the event requests are submitted on the same day.
- d. Accrued but unused PTO shall be paid out within 30 (thirty) days of the end of the applicable leave year (i.e. calendar year, anniversary year or contract year), provided the employee is still employed at the end of the applicable leave year.
- e. The Parties agree that on an annual basis the paid leave benefits provided regular employees under this Agreement are comparable or better than those provided under the

N.Y.C. Earned Safe and Sick Time Act, N.Y.C. Admin. Code §20-911 et seq. Therefore the provisions of the Act are hereby waived.

f. There will be no duplication of payments. Such sick leave shall not be cumulative. Sick leave shall not be abused by employees. There shall be no carry-over of sick days from year to year.

2. **Alternate Use.** Eligible full-time employees are entitled to use up to 2 (two) of the sick days they have earned, per contract year, to attend the funeral for the employee's spouse, parent, child, grandparent, grandchild, or sibling. One of the 2 (two) days off must be the day of the funeral, the 2 (two) days must be consecutive, and the employees must have been scheduled to work the 2 (two) 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 8 (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 XVII:

LEAVES OF ABSENCE

1. **Emergency.** Once during the term of this Agreement, an employee may request an emergency leave of absence, if the employee has been employed at least 2 (two) years. The Employer shall not unreasonably withhold approval of such leave, provided that the leave 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. Where the duration of the leave is 30 (thirty) days or less, the employee shall be restored their shift and at the same location.

2. **Union Activities.** To the extent both possible and practical, and consistent with operational requirements, the Employer shall provide employees with leaves of absence for Union-related activities, where practicable. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time. All such requests for Union time-off must be submitted in writing by the Union and approved by the Employer, not less than 10 (ten) working days prior to the date(s) for which the request is made.

3. **Accrual.** Employees' seniority does not accrue, but is not broken, during authorized leaves of absence, except where required by law. Individuals on unpaid leave shall not accrue vacation. Unpaid

time off may affect eligibility for health and welfare benefits, but an authorized leave of absence will not affect vacation eligibility. In the case of such authorized leaves of absence, vacation will be prorated.

4. The Employer agrees to comply with the provisions of applicable family leave laws, and all applicable laws concerning employment and reinstatement of veterans.

5. **Security License.** Once during the term of this Agreement, employees who have completed at least of 1 (one) year of service may request a leave of absence not to exceed 30 (thirty) days in order to renew an expired security license. The Employer shall make a good faith effort to return such employees to their former work locations and shifts upon obtaining a valid security license.

ARTICLE XVIII:

UNIFORMS

1. **Supply.** The Employer shall provide and maintain appropriate uniforms and equipment to the employees without cost to the employee. The term maintain does not include cleaning unless cleaning is paid for by the client/customer.

- a. **Return.** All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.
- b. The Employer recognizes the importance of maintaining a safe and healthy work environment. To that end, any protective devices, foul weather gear, or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer or required by applicable law, shall be provided to the employees at no costs and shall be worn and/or utilized by the employees in the performance of their work assignments.

ARTICLE XIX:

VACATION

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 3	1 week
ii. 3 years, but less than 5	2 weeks
iii. 5 years, but less than 15	3 weeks

- iv. 15 years, but less than 25 4 weeks
- v. 25 years or more 5 weeks

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

2. **Pay.** Vacations shall be paid at the employee's regular straight-time hourly rate of pay. Providing the Employer receives 30 (thirty) days advance written notice, payment for accrued vacation shall be paid before the applicable vacation commences. Otherwise, vacation pay shall be made in accord with the Employer's payroll practices.
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.
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.
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.
6. **Return From Vacation.** An employee returning from approved vacation shall be restored to the location and position (including hours and shift) that the employee held prior to the vacation.
7. **Full Time Requirement.** For the period May 1, 2021 through December 31, 2021, there shall not be vacation entitlement for part-time employees. Vacation accrual will only occur when an employee works 35 (thirty-five) or more hours in a week.

Effective January 1, 2022, in order to be eligible for a vacation allotment, an employee must be paid for at least 1,820 (one thousand eight hundred twenty) vacation-eligible hours in the prior year (i.e. an average of 35 [thirty-five] or more paid hours per week). “Vacation-eligible hours” shall be comprised of regular hours worked, paid time off hours, (including but not limited to paid vacation time), and hours worked on holidays. If an employee is eligible for vacation allotment accrual but the employee has less than 2,080 (two thousand eighty) vacation-eligible hours, the employee shall receive a prorated vacation allotment. In the event that an employee has been on temporary layoff during the prior year, the threshold for vacation eligibility as well as the vacation entitlement shall be prorated.

ARTICLE XX:

HEALTH FUND

The Employer agrees to make payments into a health trust fund, known as the Building Service 32BJ Health Fund (the “Fund”), to provide employees covered by this Agreement who work at accounts

in New York City commercial real estate buildings with 150,000 (one hundred fifty thousand) or more square feet, not-for-profit institutions of higher education in New York City, and such other client accounts as the Parties agree, with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, subject to Paragraph 7 below.

1. **Not-For-Profit Institutions of Higher Education in New York City and Other Accounts with Family Healthcare Benefits as of May 1, 2016.**

Effective May 1, 2021, the Employer shall contribute to the Fund for all regular employees who work more than 2 (two) days per week at not-for-profit institutions of higher education located in New York City to cover employees with family health benefits as agreed by the collective bargaining Parties, payable when and how the Trustees of the Fund determine and under such provisions, rules and regulations as may be determined by the Trustees. Additionally, account locations where employees are covered as of the effective date of this Agreement by family health benefits pursuant to a rider or other agreement shall continue to be covered such benefits. The monthly rates of contributions for family health benefits are as follows:

Effective May 1, 2021	\$925 per eligible employee
Effective January 1, 2022	\$980 per eligible employee
Effective January 1, 2023	\$1,032 per eligible employee
Effective January 1, 2024	\$1,087 per eligible employee

2. **Accounts in New York City Located in Commercial Real Estate Buildings With 150,000 sq. ft. or More.**

Effective May 1, 2021, the Employer shall contribute to the Fund for all regular employees who work more than 2 (two) days per week at accounts that are located in commercial real estate buildings in New York City with 150,000 (one hundred fifty thousand) or more square feet to cover employees with family health benefits as agreed by the collective bargaining Parties, payable when and how the Trustees of the Fund determine and under such provisions, rules and regulations as may be determined by the Trustees. The monthly rates of contributions for family health benefits are as follows:

Effective May 1, 2021	\$925 per eligible employee
Effective January 1, 2022	\$980 per eligible employee
Effective January 1, 2023	\$1,032 per eligible employee
Effective January 1, 2024	\$1,087 per eligible employee

3. **Other Accounts Not Covered by Paragraphs 1 or 2.**

Effective May 1, 2016, for eligible employees, the Employer shall maintain the level and type of 32BJ Health Fund coverage in effect on May 1, 2021 at other account locations covered by this Agreement unless otherwise agreed in a rider agreement. Where said coverage involves health care provided by the Fund, the levels of contribution shall be as follows:

a. The monthly rates of contribution for individual coverage shall be:

Effective May 1, 2021	\$586 per eligible employee
Effective January 1, 2022	\$634 per eligible employee
Effective January 1, 2023	\$668 per eligible employee
Effective January 1, 2024	\$703 per eligible employee

b. The monthly rates of contribution for dependent coverage (defined as member plus children) shall be:

Effective May 1, 2021	\$697 per eligible employee
Effective January 1, 2022	\$755 per eligible employee
Effective January 1, 2022	\$795 per eligible employee
Effective January 1, 2023	\$837 per eligible employee

c. The monthly rates of contribution for family coverage shall be:

Effective May 1, 2021	\$925 per eligible employee
Effective January 1, 2022	\$980 per eligible employee
Effective January 1, 2023	\$1,032 per eligible employee
Effective January 1, 2024	\$1,087 per eligible employee

4. The obligation to contribute shall commence 90 (ninety) calendar days after the employee's date of hire as a full-time employee. Employees shall have a waiting period of 90 (ninety) calendar days following their date of hire before becoming eligible to be participants in the Fund. In the event the federal law mandating healthcare coverage after 90 (ninety) days is modified (judicially or otherwise), the waiting period shall be the shorter of the modified period or 120 (one hundred twenty) days.

5. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the Parties will negotiate such changes as may be required by law.

6. This Agreement will not alter any existing client/site-specific rider agreements.

7. It is agreed by the Parties that, other than the stated rates above, no other increases can or will occur, or be required to be paid, by the Employer during the term on this Agreement.

8. The Parties agree that for all accounts, other than those where the Employer is contributing to the Building Service Local 32BJ Health Fund, the Employer shall maintain those Employer-provided health

care plans in effect as of May 1, 2021, and in doing so, shall not materially alter said plans during the term of this Agreement.

ARTICLE XXI:

401(k) PLAN/SUPPLEMENTAL RETIREMENT SAVINGS PLAN

1. All Accounts Other Than Commercial Real Estate Larger Than 150,000 Square Feet In New York City and Not-For Profit Higher Education in New York County.

Regular full-time employees at the above-described account locations 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. All accounts not covered by Paragraph 2 of this Article shall continue to be covered by this Paragraph.

2. Commercial Real Estate Larger Than 150,000 Square Feet In New York City and Not-For Profit Higher Education in New York County

- a. Effective May 1, 2021, at commercial real estate locations larger than 150,000 (one hundred fifty thousand) square feet in New York City and not-for-profit higher education locations in New York City, the Employer shall commence participation in the Funds' Supplemental Retirement Savings Plan (the "SRSP") with Employer contributions at the rate of \$0.15 (fifteen cents) per hour worked (not more than 40 [forty] hours per week).
- b. The Employer's obligation to contribute shall commence 2 (two) years after the employee's date of hire. Employees shall have a waiting period of 6 (six) months following their date of hire to become eligible to participate in the SRSP, unless applicable law provides for a shorter waiting period. Employees shall be 100% (one hundred percent) vested in those contributions from the time of the contribution.
- c. The discontinuation of the Employer's own 401(k) plan pursuant to this paragraph will not affect any vested benefit or account balance relating to enrolled plan participants.
- d. Employers contributing to the SRSP hereby adopt and agree to be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations

adopted or hereafter adopted by the Trustees of the SRSP in connection with the provision and administration of benefits and the collection of contributions.

ARTICLE XXII:
PROVISIONS APPLICABLE TO ALL FUNDS

If the Employer fails to make required reports or payments to the Funds, the Trustees may take necessary action including, but not limited to, immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreement, as well as any and all collection expenses including, but not limited to, counsel fees, arbitration costs and fees, court costs, auditor's fees, and interest.

In order to facilitate improved communication and the mutual goals of efficiency and process improvement, the parties shall jointly ask that the 32BJ Funds work with the security contractors to form an advisory group (consisting of no less than the Labor Relations and Regional representatives of AUS, G4S and Securitas along with the an Officer or Division Director of the local and either the Executive Director or Deputy Executive Director of the Fund) by September 1, 2021 that shall meet at least one time in 2021 and no less than 2x (twice) per year to facilitate such improved communication and non-binding consultation. In the event that the Funds are proposing amendments to the Trust Agreement(s) or policies regarding collections, payment, and audit, the parties shall request that the Funds, to the extent practicable, share with the employers on the advisory such amendments before they are implemented, and solicit feedback from them. The Employer will be provided 60 (sixty) days advance notice of changes in Fund rules or regulations not otherwise required by law regarding method of payment, audits and collections.

ARTICLE XXIII:
MOST FAVORED NATIONS

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 5 [five] business days after the Union enters into same.)

2. The provisions of the foregoing paragraph will not be deemed to prohibit the Union from offering more favorable terms and conditions to an Employer in the form of transition agreements with respect to individual accounts as part of an appropriate transitional process of such account to unionization, exclusions, carve-outs and riders. Provided however, any Employer bound by this Master Agreement shall be entitled to any such more favorable terms and conditions in respect of such account.

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 (seventy-two) hours.

4. If the matter has not been resolved within 72 (seventy-two) hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article XXV of this Agreement.

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 XXIV: UNION VISITATION

Bulletin Announcements. Whenever possible, and barring the client's objection, the Employer shall furnish a bulletin board for the work-site, exclusively for Union announcements and meeting notices.

Union Access. 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 notice to the Employer of its intent to access the employees at any job site. When circumstances require, the Employer may require up to 2 (two) full business days' notice prior to granting the Union access to employees at a particular job site. 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 to employees under this provision may not interfere with the work being performed at the building.

The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules of the customer.

ARTICLE XXV:
GRIEVANCE & ARBITRATION

1. **General.** During the term of this Agreement, all disputes and grievances shall be settled as quickly as possible by the Grievance Procedure provided herein.
2. **Definition.** For the purpose of this Agreement, a "grievance" is defined as any dispute between the Employer and the Union regarding only the meaning or application of or performance of the Employer under this Agreement, presented to the Employer in writing within 30 (thirty) calendar days after it occurred, or when the employee or Union became, or should have become, aware of it.
3. **Consultation and Complaint.** An employee and/or Union Representative may consult directly with an Employer-Supervisor for the purpose of resolving any grievances, or on a matter that does not necessarily constitute a grievance. In any case, where the Union or the Employer is not satisfied, with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, the Union or the Employer may submit the complaint as a grievance within the time set forth in paragraph 2 above. The grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated, and the date the alleged violation occurred. If requested by the Employer, the Union will provide additional details and/or clarification regarding the subject of the grievance.
4. **Procedure.**
 - a. The Employer and the Union shall hold a meeting on unresolved grievances no later than 30 (thirty) calendar days after the filing of the written grievance. The scheduling or convening of this meeting shall not be a cause for delay of arbitration.
 - b. All grievances not settled at a grievance meeting shall be subject to arbitration before a rotating panel of arbitrators chosen by the Parties. Written demand for arbitration must be sent to the Employer by the Union within 60 (sixty) calendar days of the filing of the written grievance, unless the Parties agree otherwise. In order to be timely, the demand for arbitration must be sent to a representative designated by each Contractor. The demand for arbitration must be based upon the written grievance that was filed in accordance with Paragraph 3 above, and the arbitrator's decision must be based on that

written grievance. As of the date of this Agreement, the panel arbitrators are Howard C. Edelman, Gary Kendellen, Earl Pfeffer, and David Reilly, Haydee Rosario and Julie Torrey. The Parties' use of the arbitrators shall rotate to prevent one arbitrator being assigned consecutive cases. If the arbitrator next on the list is unable to provide a mutually agreeable hearing date that falls within 3 (three) months of the request for a hearing date and/or 9 (nine) months from the filing of the written grievance, the arbitration will be assigned to the next arbitrator on the list. Upon 30 (thirty) days written notice to each other, either the Union or the Employer may terminate the services of any arbitrator on the panel. Successor or additional arbitrators shall be appointed by mutual agreement of the Union and the Employer.

- c. The Union must proceed to a first hearing date on any written grievance submitted to arbitration within 9 (nine) months of the date on which the written grievance was filed. If it fails to do so, back pay and other monetary damages shall be tolled for any time after 9 (nine) months from the date of the written grievance. In the event the Employer rejects three or more hearing dates offered by an arbitrator or in the event the Employer fails to respond within a reasonable time to hearing dates offered by an arbitrator, the 9 (nine) month period in which to hold a hearing shall no longer apply. The 9 (nine) month period shall also not apply to hearings that are scheduled for a hearing date within the 9 (nine) month period but then adjourned by the Employer. The matter will not be subject to reassignment to a new arbitrator, and the Parties shall cooperate in identifying a mutually agreeable hearing date with the original arbitrator assigned. The Parties may also otherwise agree to extend the time period in which the hearing must be held.
- d. No less than once every 3 (three) months, upon request by either party, the Employer and the Union shall meet to review grievances filed for arbitration provided that there are at least 10 (ten) cases pending arbitration. At least one full week prior to any such meeting, the Union will provide the Employer with a copy of all open grievances it wishes to review during the meeting. At such meetings, the parties shall seek to resolve the grievances, clarify issues in dispute and exchange information not previously provided. On mutual agreement, an arbitrator from the arbitration panel may be appointed as a mediator to attend the quarterly meetings in order to facilitate resolution of grievances. An arbitrator selected to serve as a mediator shall not serve as an arbitrator in the same case, except by mutual agreement of the parties.

Upon the conclusion of the quarterly meeting, the parties shall request hearing dates for any unresolved cases for which an arbitration demand has been served and for which hearing dates are not already scheduled, and the arbitrator shall offer hearing dates in accordance with Para. 4(b) that are no more than 3 (three) months after the date of the scheduling request.”

- e. Upon mutual agreement, a party filing for arbitration may consolidate grievances involving similar factual, legal or contractual matters to be heard in a single arbitration.
- f. Where a Union-represented employee files an internal appeal with the Union concerning the Union’s decision not to pursue arbitration of a grievance, the Union’s 60 (sixty) day time limit to notice arbitration of the grievance under Article XXV, Section 4b shall be tolled until the internal appeal is resolved or after 3 (three) months have elapsed, whichever comes first. This does not alter any other grievance processing time limits provided for under this Agreement. The Union shall immediately notify the involved Employer of the Union’s decision to submit the grievance for internal appeal review, and notify the Employer of the outcome of the internal appeal. For any grievance that must be arbitrated following the internal appeal, the parties shall request that the arbitrator schedule the arbitration hearing within 3 (three) months of the date on which the scheduling request is made. If the arbitrator is unable to offer such a hearing date, the case shall be assigned to the next arbitrator on the parties’ list of rotating panel arbitrators.

5. **Time Limits.** Any grievance shall be considered withdrawn with prejudice if not filed and processed by the Union, in strict accordance with the time limitations set forth above, unless time limits are extended or waived by mutual agreement. For good cause shown extension of time limits shall be permitted.

6. **Award.** The award of such arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The arbitrator shall consider and decide only the particular issues submitted to the arbitrator. The arbitrator’s decision shall be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change, or disregard any of the provisions of this Agreement. 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. The costs of the arbitration shall be shared equally between the Parties. Under no circumstance does the Union consent to the recording of a transcript of the arbitration proceeding. However, in the event that the arbitrator grants the Employer’s request for a

transcript, such transcript will constitute the official record of the hearing. The Union or the Employer, whichever requests the transcript, shall incur the full cost of the transcript. The Employer and the Union are only responsible for the wages and expenses of its own representatives and witnesses; however, in the event that the Union prevails in a basic wage grievance against the Employer, the grievant(s) shall be reimbursed for lost time spent during the arbitration process.

7. **Settlement.** Without affecting any of the time limitations set forth herein, the Employer and the Union may settle the grievance.

8. **Arbitrability Defense.** If the Employer raises "arbitrability" as a defense to any grievance, that issue shall be resolved by a neutral arbitrator selected in accordance with Paragraph 4(b) above.

9. **Employer Initiated Grievances.** The Employer shall have the right to initiate grievances and those grievances shall be submitted in writing to the Union within 30 (thirty) calendar days after the Employer knew or should have known of the incident or occurrence giving rise to the grievance.

ARTICLE XXVI:

TRAINING

1. Effective July 1, 2023, the Employer shall commence participation in the Thomas Shortman Training, Scholarship and Safety Fund (the "Training Fund") at Commercial Real Estate locations with more than 336 bargaining unit hours where the 32BJ Health Fund is in place. The Employer shall make yearly contributions of \$312.00 (three hundred twelve dollars) for each employee who works more than 2 (two) days per week under such terms and conditions as the Trustees of the Fund have established or may establish. The obligation to contribute shall commence 90 (ninety) days after the employee's date of hire. The parties recognize that Training Fund contributions are a benefit to the employee and nothing herein precludes the Employer from providing training to its employees through other programs of the Employer's choosing.

Employers contributing to the Training Fund hereby adopt and agree to be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of the Training Fund in connection with the provision and administration of benefits and the collection of contributions.

2. Effective May 1, 2021, the Employer shall provide employees with an opportunity to attend an 8 (eight) hour annual re-certification class at no cost to the employees. The Employer retains the discretion to establish a schedule for such classes, the process for enrolling in them, and to fill such classes on a first come first served basis, based on availability. Unless an employee is directed by the

Employer to attend the Employer-offered 8 (eight) hour annual re-certification class, the employee shall not be paid for time spent in the class.

ARTICLE XXVII:
SAVINGS CLAUSE

If any provision, or the enforcement or performance of any provision, of this Agreement is or shall at any time be held contrary to law, then such provision shall not be applicable, enforced, or performed, except to the extent permitted by law. The Parties agree to construe any provisions deemed contrary to law as closely to its bargained for purpose permissible by law, and to agree on a revised draft of such provision that, as closely as legally possible, mirrors the purpose of such an 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. In the event that the Parties are unable to reach agreement and/or resolution relative to any/all negotiations which occur/take place under this Article, it is expressly agreed and understood that all provisions, terms, and conditions, including those set forth in Article VI (No Strike, Picketing or other Interruptions of Work), will remain in full-force and effect for the duration of this Collective Bargaining Agreement.

ARTICLE XXVIII:
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 reached by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right. 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 any or all Parties at the time they negotiated or signed this Agreement, except as required by law.

ARTICLE XXIX:

DURATION

This Agreement shall become effective on May 1, 2021 and shall remain in full force and effect through April 30, 2024.

Written notice regarding a party's intent to modify or terminate the Agreement, must be provided to the other Parties at least 60 (sixty), but no more than 90 (ninety), calendar days prior to the expiration of the Agreement.

ARTICLE XXX:

SUCCESSORS 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.

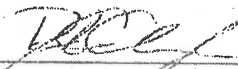
So agreed to this 24th day of June, 2021.

SEIU 32BJ:



Director of Security

UNIVERSAL PROTECTIVE SERVICES LP, DBA, ALLIED UNIVERSAL SECURITY SERVICES:



David Chapla, Vice President Labor Relations



Bailey Turpin, Manager Labor Relations

ADDENDUM A
(Further modifying Article XX)

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 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. 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 a premium contribution to the Health Fund for dependent health care coverage. The Employer shall remit these employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures at rates established by the Fund.

Effective May 1, 2021, the Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost in accordance with the process described in this Addendum:

Effective May 1, 2021	\$586 per month
Effective January 1, 2022	\$634 per month
Effective January 1, 2023	\$668 per month
Effective January 1, 2024	\$703per month

Effective May 1, 2021, the Employer shall make the following monthly deductions in equal amounts from employee's paychecks for those employees who elect to purchase dependent child coverage:

Effective May 1, 2021	\$702 per month
Effective January 1, 2022	\$761 per month
Effective January 1, 2023	\$801 per month
Effective January 1, 2024	\$844 per month

The Health Fund will offer newly hired employees dependent child coverage any time within 120 (one hundred twenty) days of their date of hire, although coverage cannot begin earlier than the 91st (ninety-first) day of employment. Thereafter, the Health Fund shall conduct an annual open enrollment period of 30 (thirty) days commencing in the month of October on dates established by the Fund each year during which employees may elect to enroll or discontinue dependent child coverage. The Fund shall inform the Employer in advance if the annual open enrollment period will be commencing in a month other than October. Although the Fund shall conduct the Open Enrollment process for eligible employees, the Employer and Union will facilitate reasonable requests from the Fund regarding the Fund's open enrollment periods.

Enrollment of children due to family status changes, such as the birth or adoption of a child or loss of coverage by a non-enrolled dependent, may be done at any time in accordance with Fund Special Enrollment Rules as set forth in the Health Fund Summary Plan Description. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

SIDE LETTER ON CUSTOMER DEMANDED REMOVALS

This side letter to the May 1, 2021 – April 30, 2024 New York City Collective Bargaining Agreement confirms that the Parties are committed to continuing to collaborate to reduce the incidents of employee removals from accounts locations based on customer demands.

SIDE LETTER ON HEALTH FUNDS CONTRIBUTIONS IN THE FIRST AND LAST MONTHS OF AN EMPLOYEE'S EMPLOYMENT

This side letter to the May 1, 2021 – April 30, 2024 New York City Collective Bargaining Agreement confirms that the current practice of the Building Service 32BJ Health Fund (the "Fund") is that in the first and last months of an employee's employment, Employer contributions to the Fund are prorated based on the duration of employment in those months. This side letter is not intended to change or limit the Fund Trustees' authority or discretion to change its current practices with respect to the proration of contributions. In the event that there is a change in practice, contributing Employers shall be provided with advance notice.

SIDE LETTER ON FUNDS DELINQUENCY AND AUDIT RECONCILIATION

This side letter to the May 1, 2021 – April 30, 2024 New York City Collective Bargaining Agreement will confirm the Parties' understanding that during negotiations for the 2021 Collective Bargaining Agreement that the Building Service 32BJ Benefit Funds ("Funds") would be available upon the request of any of the undersigned Employers to meet with a knowledgeable Funds staff member in an attempt to resolve any alleged contribution delinquency, payroll audit findings or other questions or issues concerning the reporting, remittance and audit processes of Funds. Such request may be initiated at any time by email to the Fund's Director of Billing and Employer Services, or other individual designated by the Funds, and should include the subject matter of the meeting. A meeting will be scheduled within 90 (ninety) days with the Funds representative or his designee. In the event that the matter is not resolved or questions are not answered at that meeting, the Funds will remain available for further discussion at any time both before and during the pendency of any legal action that may be taken for collection of alleged delinquencies or audit findings. The Funds will provide the Employer with reasonable (but not less than 45 [forty-five] days) advance notice prior to commencing any such legal action to collect alleged delinquencies or audit findings.

SIDELETTER ON WESTCHESTER COUNTY RECOGNITION

The parties confirm that additional sectors of recognition in Westchester County, including Westchester County Airport, shall be discussed in negotiations over the successor to the 2019-2022 Westchester County Rider.

SIDE LETTER REGARDING VACATION CALCULATION DURING A CONTRACTOR

TRANSITION

This side letter to the May 1, 2021 – April 30, 2024 New York City Collective Bargaining Agreement provides an example for purposes of clarification of how the Employer must handle paid vacation leave under Article IX in a contractor transition situation at accounts that are not otherwise covered by a prevailing wage obligation or rider agreement providing for a vacation benefits system or transition protocol.

Vacation leave in a contractor transition. Under Article IX, the outgoing employer is responsible for vacation accrued for each employee to the date of the takeover. The outgoing employer is responsible for vacation that accrued for the employee in the prior year, as well as a pro-rated amount of vacation

accrued for the following year's vacation entitlement. The following example clarifies the outgoing and incoming employers' obligations:

Example 1: An employee has an anniversary date of January 1 and as of January 1, 2014, has been eligible for 15 (fifteen) days of vacation. A contractor transition occurred on November 1, 2015. From January 1 to November 1, 2015, the employee used 12 (twelve) of 15 (fifteen) "banked" vacation days. The outgoing employer is responsible for the 3 (three) unused banked vacation days (15 [fifteen] banked days minus the 12 [twelve] days used by the employee). The outgoing employer is also responsible for a pro-rated portion of the vacation accrued by the employee for the period of January 1 to November 1, 2015. That prorated amount would be 10/12 (ten-twelfths) of the 15 (fifteen) day vacation entitlement. As of the employee's next anniversary date on January 1, 2016, the incoming employer would be responsible for 2/12 (two-twelfths) of the vacation accrued in the prior year. In 2016, the employee would therefore only receive 2/12 (two-twelfths) of 15 (fifteen) days' vacation since the outgoing employer has already paid the employee the remaining 10/12 (ten-twelfths).

Example 2: Employee Z has an anniversary date of July 5. On July 5, 2014, Employee Z becomes eligible for 15 (fifteen) days of vacation. A contractor transition takes place on September 1, 2015. Employee Z does not use any vacation in 2014 or 2015. The outgoing Employer is responsible for all vacation accrued between July 5, 2014 and July 5, 2015 (the "banked" vacation time), as well as accrued vacation earned between July 5, 2015 and August 31, 2015. The incoming Employer is responsible for all vacation accrued as of September 1, 2015.

SIDE LETTER ON RECOGNITION PURSUANT TO ARTICLE I, §§ 2(l) and 2(m)

With respect to the rider bargaining for non-commercial office portions of a mixed use development other than commercial office space, the parties shall consider both the Employer's service contract cycle, type of use, and client needs, and shall work cooperatively to resolve any dispute, without waiving any rights or defenses.

SIDE LETTER ON RECOGNITION PURSUANT TO ARTICLE I, § 2(n)

If the Employer's customer disputes that the work is subject to the prevailing wage or other mandate listed in Article I, 2 (n), the Employer and Union will work cooperatively to attempt to resolve that dispute, without waiver of either party's rights or defenses. Rider negotiations shall commence as of the resolution of any such dispute, either by agreement or by a determination issued by a court of

competent jurisdiction, the New York City comptroller, New York State Department of Labor, or other public agency of competent jurisdiction, and in rider negotiations the parties shall also consider the Employer's service contract cycle, type of facility, and client needs.

SIDE LETTER REGARDING PERSONAL PROTECTIVE EQUIPMENT

The Employer recognizes the importance of maintaining a safe and healthy work environment. To that end, any personal protective equipment or devices, foul weather gear, or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer, or required by applicable law, shall be provided to the employees at no cost and shall be worn and/or utilized by the employees in the performance of their work assignments.

With respect to COVID-19 and other infectious diseases, on or before May 15, 2021, the Employer shall make reasonable efforts to comply with Center for Disease Control, State, or local guidelines regarding the provision and replenishment of personal protective equipment.

The Employer confirms that it shall comply with all applicable New York State laws regarding paid time off related to COVID-19, and all other applicable federal or local laws regarding paid time off related to COVID-19.

SIDE LETTER REGARDING LEGALIZATION OF CANNABIS IN NEW YORK STATE


In light of the recent legislation in the State of New York regarding the use of cannabis, and pending federal legislation, upon request of either the Union or an Employer, there shall be a reopener on July 1, 2022, with respect to exclusion of disciplinary cases involving a positive result for cannabis from the contractual grievance and arbitration process. The no-strike provisions of this Agreement shall continue to apply during such reopener discussions.

[SIGNATURES ON FOLLOWING PAGE]

SEIU 32BJ: 

Date: 6/24/2021

UNIVERSAL PROTECTIVE SERVICES LP, DBA, ALLIED UNVIERSAL SECURITY SERVICES:


David Chaplin, Vice President Labor Relations

Date: 6/24/2021


Bailey Turpin, Manager Labor Relations

Date: 6/24/2021

