

# AGREEMENT

**UNIVERSAL PROTECTIVE SERVICES LP, DBA, ALLIED**

**UNIVERSAL SECURITY SERVICES**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION, 32BJ**

**CONNECTICUT PUBLIC SECURITY**

**EFFECTIVE:**

**MAY 1, 2021 THROUGH APRIL 30, 2025**

**SEIU 32BJ & CONNECTICUT PUBLIC SECURITY CONTRACTORS**

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**PREAMBLE**

The Employer, the Union and the Union members agree that they will endeavor to treat each other with dignity and respect. To this end, the Union and the Employers agree to resolve their problems through the procedures provided for in this Agreement and not by taking internal disputes to the customer for resolution. Only by cooperation and understanding of each other's needs and the realities of the marketplace, can both the Union and the Employer prosper.

**ARTICLE 1: RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all of its non-supervisory full time and regular part time Security Officers but excluding all other employees and individuals who qualify as supervisors under Section 2(11) of the National Labor Relations Act, as amended (the "Act"). Within the below identified geographic areas in the State of Connecticut:

All contracts covered by the State of Connecticut under the Standard Wage Act, C.G.S.A. § 31-57f.

If the Employer acquires a new account in a facility or building as described in (a), it shall be treated as an accretion to the bargaining unit and shall be covered by the terms and conditions set forth herein.

The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short terms events) for up to and including thirty (30) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual agreement. Consent shall not be unreasonably withheld.

**ARTICLE 2: PROBATIONARY PERIOD**

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

**ARTICLE 3: 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 or against a qualified individual with a disability (as defined by the Americans with Disabilities Act). No

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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.

Employers shall not discriminate on the basis of hair or hairstyles as referenced in state and local laws such that employees shall have the right to maintain natural hair or hairstyles that are closely associated with racial, ethnic, or cultural identities. The Employer may establish reasonable policies regarding hair color and facial hair so long as such policies are uniformly enforced.

### **ARTICLE 4: UNION MEMBERSHIP**

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for reasons other than the failure of such employee to tender the periodic dues or applicable agency fee, and the initiation fee uniformly required as a condition of acquiring or retaining membership.

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

On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and telephone number.

The Employer agrees to deduct from the employee's paycheck all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's American Dream Fund (ADF) upon presentation by the Union of individual authorizations as required by law, signed by the employees directing the Employer to make such deductions from the employee's paycheck each month and remit same to Union not later than the 20th of the month following the month in which such deductions were made.

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"). On or before June 1, 2017, deductions from employees' paychecks

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shall be transmitted to the Union electronically via ACH 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.

The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions. It is understood that the transition to ACH payment may cause some delays in effecting transmission. In the event the Employer deducts appropriately, but its transmissions are delayed, the Employer shall not be subject to interest or penalties owing to such delays.

The Union will furnish the forms to be used for authorization.

The Union will hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article, including court costs and reasonable attorney fees.

**ARTICLE 5: MANAGEMENT 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 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 to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same; to transfer or relocate any or all of the operations of the business to any location or to discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of employees; to promulgate, post and enforce reasonable rules and regulations governing the conduct and actions of employees during working hours; to require the occasional de minimis performance of duties other than those normally assigned be performed; to select supervisory employees; to train employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the 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 laid off or relieved from duty as a result. In no case will this Article be used for the purpose of unlawfully discriminating against any employees.

The foregoing statements of management rights and Employer functions are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions and rights not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice

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to or consultation with the Union, except those specifically abridged or modified by this Agreement and any supplementary subsequent Agreement which may be made and executed by the parties. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

The Union recognizes that the Employer provides a service of critical importance to the customer and that this Agreement shall be interpreted so as to give primary consideration to customer needs and preferences provided that the foregoing will not be construed to abrogate any rights under this Agreement. If a customer demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand. The Employer shall make reasonable attempts to obtain the clients demand for removal in writing and shall provide the written demand to the Union upon request. However, unless the Employer discharges the employee, the Employer will confer with the Union regarding the matter and use its best efforts to place him/her in a timely manner at another account or location covered by this Agreement and schedule said employee with no loss of wages, seniority or benefits and with the same shift.

If the Employer is unable to place the employee in a comparable position as listed above, the employee will be considered laid off for lack of work and the Employer will not challenge the employee's claim for unemployment. Time spent on such layoff shall not negatively affect the employee's eligibility for benefits upon his/her return to work.

If an employee who has been removed from a location declines a job offer with the Employer with the same wages, benefits, schedule, and at another location covered by this Agreement, as referenced above, the Employer shall have no further obligation toward the employee, and that employee shall be considered a voluntary quit.

**ARTICLE 6: SENIORITY**

Seniority shall be defined as an employee's length of continuous service with the Employer (or any predecessor acquired by the Employer) or facility, whichever is greater, regardless of whether there was a collective bargaining agreement covering the facility.

Where the predecessor employer does not provide seniority information, employees will have one hundred and twenty (120) days from an employee's date of hire by Employer, or ratification of this Agreement or from when the Employer begins service at a new account, whichever comes later, not previously covered by this Agreement to provide proof of their seniority date. No employee shall have their Seniority Date reduced as a result of this Article.

After completion of the probationary period described in Article 2, an employee shall attain seniority as of his/her original seniority date.

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Seniority shall be broken by any of the following events:

- Resignation, retirement or voluntary termination;
- Discharge for just cause;
- Voluntary promotion into a non-bargaining unit position, unless an employee returns to the bargaining unit within six (6) months of the promotion in which case the employee's seniority shall be fully restored less any time spent in the non-bargaining unit position;
- Inactive employment for any reason other than authorized leaves of absence exceeding six (6) months or an employee's length of seniority, whichever is less;
- Failure to report to work within seven (7) calendar days from the date a recall notice is mailed to the employee's most recent address appearing in the employee's records unless prior written notice is received and approved by the Employer; or
- Failure to return to work after any leave of absence scheduled date for return unless prior written notice is received and approved by the Employer.

Seniority shall not be considered broken by virtue of military service leave regardless of length of absence.

For the purposes of seniority, the Steward shall be treated as the most senior person in their classification.

To the extent practical, all employees who have at least six (6) months or more seniority shall receive two (2) weeks (ten working days) notice from the Employer of the Employer's intention to lay them off. Laid off employees shall not be permitted to bump a less senior employee at another facility, but shall be permitted to apply for a vacant position at another site. If there are no such vacant positions, the employee shall be permitted to exercise his/her seniority for a position which becomes available consistent with the Job Vacancies, Transfers and Career Advancement Article 21. The Employer will give first consideration in filling vacancies to employees on the recall list who are qualified and available.

**ARTICLE 7: WAGES**

The current wage rates are as follows:

<b>Area</b>	<b>Guard I Rate</b>	<b>Guard II Rate</b>
Area 1	\$16.09	\$21.35
Area 2	\$15.93	\$21.98
Area 3	\$20.08	\$22.46
Area 4	\$16.05	\$22.17



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Effective September 1, 2021, the minimum hourly wage rate for employees covered by this Agreement shall be the Standard Wage Rate established by the Connecticut Labor Commissioner pursuant to the Connecticut Standard Wage Act, C.G.S.A. § 31-57f. Employer and the Union agree that the Standard Wage Rates effective as of September 1, 2021 are as follows:

<b>Area</b>	<b>Guard I Rate</b>	<b>Guard II Rate</b>
Area 1	\$16.99 (+.90)	\$21.85 (+.50)
Area 2	\$16.83 (+.90)	\$22.48 (+.50)
Area 3	\$20.48 (+.40)	\$22.96 (+.50)
Area 4	\$16.95 (+.90)	\$22.67 (+.50)

Effective September 1, 2022, the applicable wage rates shall be as follows.

<b>Area</b>	<b>Guard I Rate</b>	<b>Guard II Rate</b>
Area 1	\$17.89 (+.90)	\$22.35 (+.50)
Area 2	\$17.73 (+.90)	\$22.98 (+.50)
Area 3	\$20.88 (+.40)	\$23.46 (+.50)
Area 4	\$17.85 (+.90)	\$23.17 (+.50)

Effective September 1, 2023, the applicable wage rates shall be as follows:

<b>Area</b>	<b>Guard I Rate</b>	<b>Guard II Rate</b>
Area 1	\$18.79 (+.90)	\$22.85 (+.50)
Area 2	\$18.63 (+.90)	\$23.48 (+.50)
Area 3	\$21.28 (+.40)	\$23.96 (+.50)
Area 4	\$18.75 (+.90)	\$23.67 (+.50)

Effective September 1, 2024, the applicable wage rates shall be as follows:

<b>Area</b>	<b>Guard I Rate</b>	<b>Guard II Rate</b>
Area 1	\$19.69 (+.90)	\$23.35 (+.50)
Area 2	\$19.53 (+.90)	\$23.98 (+.50)
Area 3	\$21.68 (+.40)	\$24.46 (+.50)
Area 4	\$19.65 (+.90)	\$24.17 (+.50)

Employees called into work for any hours not consecutive with their regular schedule shall be paid for at least four (4) hours of work.

Whenever an employee reports for work on a scheduled shift or detail and that shift or detail has been cancelled without reasonable notice to the employee, he or she shall receive a minimum of four (4) hours pay.

The Employer shall implement the above increases and make applicable retroactive wage payments within three pay periods upon the Employer being notified of Union ratification.

**ARTICLE 8: WORKWEEK- OVERTIME – BREAKS**

The workweek shall be the Employer's established weekly pay period in accordance with Employer's payroll policy. This Section shall not be construed as a guarantee of any number of worked days per week or hours worked per day. An employee will be granted a minimum of one (1) day off in each workweek. All work performed in excess of forty (40) hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the employee's hourly rate.

Other than in extreme circumstances, no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period. If any employee is required to work beyond his or her regularly scheduled hours in any day, such employee shall be paid therefore and shall not be required to take compensatory time off.

Work schedules for the following week will be made available to employees on the same day of each week. The Employer may, with reasonable notice, change the schedule of an employee to provide coverage for call-offs, vacations, illness or other unforeseen situations. Other than in the case of formal disciplinary suspension, no employee shall have his/her schedule reduced as a form of discipline. Employer shall give consideration of open hours to employees regularly scheduled for less than forty (40) hours.

It shall be understood that, while the nature of security work may make direct relief by another individual impossible, employees shall have the opportunity for a half (1/2) hour paid lunch. Where practicable such lunch shall be uninterrupted in, near or at the workstation. If free from duty, employees shall be afforded the opportunity for an unpaid, uninterrupted lunch.

Employees required to secure a standing post shall be permitted to sit down at reasonable intervals.

**ARTICLE 9: HEALTH, LEGAL AND SRSP BENEFITS**

HEALTH FUND

1. Employees receiving an Employer provided healthcare benefit as of the effective date of this Agreement shall continue to receive such benefit (at the employee's current rate of contribution) through and until September 1, 2016.

2. Effective September 1, 2016, all full-time Employees shall be eligible for healthcare coverage and part-time employees will be eligible for wrap around healthcare coverage. Effective September 1, 2016, Employees classified as full time shall be eligible for the Member Only Basic Plan. Effective September 1, 2018, employees classified as full-time shall be eligible for Member Plus Children Coverage. Effective September 1, 2019, employees classified as full-time shall be eligible for Family Coverage. Effective June 1, 2016, part-time employees shall be eligible for the Part Time Plus Wrap Around Plan.

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3. For purposes of this subsection, “full-time” hours means that an Employee’s hours worked shall average out to a minimum of thirty (30) hours per week, calculated over a ninety (90) day period. All hours on approved leave of absence including all uses of “PDO’s” shall count toward the calculation of the average hours for the purpose of maintaining full-time eligibility. For example, on July 1<sup>st</sup> the Employer conducts the ninety (90) day look-back period to April 1<sup>st</sup>. If during that 90 day look back period Employee averages thirty (30) hours per week or more, he/she shall receive full-time healthcare coverage for the month of July. If on the other hand, the Employee does not average thirty (30) hours per week during the ninety (90) day look back period, he/she will receive part-time healthcare coverage for the month beginning August 1<sup>st</sup>. The Employee will receive healthcare during the month of July and the employer shall make contributions for the month of July but shall not make contributions in August. Thereafter, the Employer will conduct the next look back on August 1<sup>st</sup> to determine full-time eligibility beginning September 1<sup>st</sup>.

3. The Employer shall make contributions to a health trust fund known as the “32BJ Health Fund” payable when and how the Trustees determine, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund.

The hourly contribution for each hour paid (excluding PDO buyback) shall be;

Effective September 1, 2020: \$5.11 per hour paid.

Effective September 1, 2021: \$5.48 per hour paid

Effective September 1, 2022: \$5.78 per hour paid

Effective September 1, 2023: \$6.08 per hour paid

Effective September 1, 2024: Rate not to exceed 2023-2024 rate by more than six percent (6%).

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

6. The Employer shall not change the employee's schedule by reducing the hours 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 employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly worked at a client account because of a change in client specification, 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.

7. With regard to healthcare eligibility for employees, the following shall apply as it relates to lay-offs, seasonal or otherwise:

a. Laid-off employees who, because of reassignment/transfer, obtain full-time positions following a layoff will receive healthcare coverage while employed in

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their newly assigned position in the manner and scope extended to employees at the site to which he/she is reassigned/transferred.

- b. Laid-off employees who, because of reassignment/transfer, obtain part-time positions following a layoff will receive healthcare coverage while employed in their newly assigned position in the manner and scope extended to employees at the site to which he/she is reassigned/transferred.
- c. Laid off employees who fail to obtain full-time or part-time positions, due to a lack of reassignment or transfer, shall not be eligible to continue to receive healthcare coverage until such time as they are recalled to a position wherein they are eligible for healthcare coverage.

Post probationary employees whose schedule change due to a, b, or c above will have their healthcare eligibility based on their regularly scheduled hours until they reach 90 days in the new position and then the 90 day look-back period shall begin. Employees whose schedule change due to a, b, or c above who are regularly scheduled at less than thirty (30) hours will not receive healthcare and the Employer shall not be responsible for contributions. Employees who whose schedule change due to a, b, or c above who are regularly scheduled thirty (30) hours or more shall receive healthcare and employers shall be responsible for contributions.

8. There shall be no waiting period for healthcare coverage.

9. Dependent Health Care Coverage: For the period from June 1, 2016 through August 31, 2018, 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 authorize the Employer to deduct the amounts determined by the Health Fund Trustees from their wages in equal amounts every pay period on a pre-tax basis. The Employer shall be responsible for remitting the amounts determined under this Section on behalf of those employees enrolled for dependent health care (in addition to the contribution rates set forth in Section 3 above) regardless of whether the aforesaid payroll deductions were actually made. 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.

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**LEGAL FUND**

1. The Employer shall make contributions to the Building Service 32BJ Legal Services Fund (the "Legal Services Fund") to cover employees covered by this Agreement with such benefits as may be determined by the Trustees of the Fund. The rate of contribution to the Legal Services Fund shall be eleven cents (\$0.11) per hour paid payable when and how the Trustees determine.

**TRAINING FUND**

1. Effective November 1, 2021, the Employer shall make contributions to the Building Service 32BJ Thomas Shortman Training, Scholarship, and Safety Fund (the "Training Fund") to cover employees covered by this Agreement with such benefits as may be determined by the Trustees of the Fund. The rate of contribution to the Training Fund shall be nine cents (\$0.09) cents per hour paid payable when and how the Trustees determine.

**SRSP**

The Employer shall make contributions to a trust fund known as the Building Service 32BJ Supplemental Retirement and Savings Plan ("SRSP") to cover employees covered by this Agreement with Employer contributions as hereinafter provided. The rate of contribution to the SRSP shall be as listed below per hour paid (excluding PDO buyback), payable how and when the Trustees determine.

- Area 1 – Guard 1 - \$0.20
- Area 1 – Guard 2 - \$1.17
- Area 2 – Guard 1 - \$0.17
- Area 2 – Guard 2 - \$1.29
- Area 3 – Guard 1 - \$0.94
- Area 3 – Guard 2 - \$1.38
- Area 4 – Guard 1 - \$0.20
- Area 4 – Guard 2 - \$1.33

There shall be no pre-tax employee wage deferrals. There shall be no waiting period for employees to participate in the SRSP.

**PROVISIONS APPLICABLE TO ALL FUNDS**

If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, 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 agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

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If the Employer is regularly or consistently delinquent in Fund payments, the Employer may be required, at the option of the Trustees, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.

By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall 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 each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in this Article, no other increases to the rates set forth in this Article can or will occur, or be required to be paid, by the Employer during the term of this Agreement.

In the event that the Connecticut Labor Commissioner promulgates new or revised Standard Wage Rates applicable to employees covered by this Agreement, the parties agree that there shall be a reopener with regard to the wages and benefits set forth in Articles 7 and 9.

### **ARTICLE 10: PERSONAL DAYS OFF**

Employees shall receive personal days off (PDOs) in accordance with the terms below.

- a. Each regular full time employee shall accrue PDO for every hour paid (PDO buyback excluded) at an accrual rate of  $.069230769^*$  ( $* 18 \text{ PDO's} \times 8 = 144 \text{ PDO hours} / 2080 \text{ hours} = .069230769$ ) up to a maximum of eighteen (18) PDO's per calendar year. Part time employees shall receive PDO's on a pro rata basis.
  - i. Example: An Employee who works forty (40) hours per week during a calendar year would accrue 144 hours of PDO time.  $144 \text{ hours} / 8 \text{ hours} = 18 \text{ PDO's}$ .
- b. Requests for a personal day off should be made at least one (2) weeks in advance unless used for emergency illness, and is subject to the prior approval of the employee's supervisor based on the needs of the operation. The Employer shall not unreasonably deny such requests. The Employer may request the employee to submit a Physician's statement to substantiate emergency illness call offs lasting two days or more.
- c. Requests to use PDO's as vacation should be made at least one month in advance where possible. When compatible with proper operation of the facility, selection and preference as to the time of taking vacations shall be granted to employees on the basis of seniority.
- d. Employee's utilizing a PDO will be paid for eight (8) hours at their regular

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straight time rate, or for the pro-rata daily work schedule.

- e. In the event an employee terminates employment with the company or is terminated, all unused PDO's will be paid out in the employee's final paycheck.
- f. Employees shall be permitted to carry-over up to a maximum of 5 PDO's from year to year. Unused PDO's shall be paid out at the end of the year.
- g. Employees shall provide a minimum of 4 hours notice prior to the employee's scheduled shift to the Employer when utilizing PDO for an unanticipated illness or emergency.

### **ARTICLE 11: HOLIDAYS**

The following days, or the days on which they are legally observed by the state of Connecticut, shall be observed as holidays for all employees covered by this agreement:

New Years Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

All active employees shall receive holiday pay for the holidays listed above. Holiday pay shall be paid at an Employees regularly weekly schedule divided by 5.

#### Examples:

1. Employee with regularly weekly schedule of forty hours:  $40/5 = 8$  hours of holiday pay.
2. Employee with average weekly schedule of twenty hours:  $20/5 = 4$  hours of holiday pay.

Additionally, Employees who work on any holiday listed in Article 11 shall be paid his/her hourly straight time rate in addition to Holiday Pay. For purposes of the holidays listed above, all employees who are regularly scheduled shall be paid one day of Holiday Pay based on their regularly scheduled hours (pro rated for part time employees). However, if the Employer is required to reduce staffing, yet still requires adequate staffing to meet operational needs on any of the holidays enumerated above, such reduction will be met by offering hours

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off on a voluntary basis to qualified employees in order of seniority. If such staffing needs cannot be met in a voluntary manner then the Employer may require the least senior qualified employees to work the holiday.

In order to qualify for holiday pay, employees must work their last scheduled shift before the holiday and their next scheduled shift following the holiday. There shall be no pyramiding of vacation, sick, and holiday pay.

### **ARTICLE 12: BEREAVEMENT LEAVE**

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family up to three (3) scheduled workdays at straight time. Such days shall be deducted from Employee's PDO bank.

The term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, grandparent, grandchild, aunt or uncle or any relative residing with the employee or with whom the employee is residing. The Employer reserves the right to require proof of death.

All part-time employees will be eligible for bereavement pay if arranging and/or attending the funeral occurs during their normal scheduled work day for relatives listed above, not to exceed the full-time benefit. Employees will be paid only for normal scheduled work hours missed.

### **ARTICLE 13: FAMILY AND MEDICAL LEAVE ACT**

The Employer and the Union acknowledge that the provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA") apply to the employees working under this Agreement. The Employer will comply with the provisions of the FMLA. Employees may be entitled to up to 12 weeks of leave based upon meeting certain eligibility requirements and with proper submission of documented evidence of specific circumstances as set forth in the FMLA. Under the Family and Medical Leave Act of 1993 (FMLA), eligible employees may receive up to twelve (12) weeks of unpaid leave during a twelve (12) month period for:

- a. The birth of a child;
- b. The placement of a child with an employee for adoption or foster care;
- c. Caring for a spouse, son, daughter or parent with a serious health condition; and
- d. An employee's own serious health condition.

In order to be eligible for leave under FMLA an employee must:



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- a. Have been employed for at least twelve (12) months before applying for the FMLA leave;
- b. Have worked at least 1,250 hours during the twelve (12) months prior to requesting the leave;
- c. Provide medical certification issued by a health care provider of the employee or the employee's covered ill family member on Form WH-380 (available from the Employer); and
- d. Failure to submit the requested medical certification may delay the leave or preclude it from qualifying as FMLA leave. If the FMLA leave is foreseeable then an employee is required to give the Employer no less than thirty (30) calendar day's prior notice. After notice is given, the Employer will request the medical certification described above and provide the employee with the necessary paperwork. Employees requesting leave are required to furnish the Employer with the requested medical certification within fifteen (15) calendar days. No employee should depart on a foreseeable FMLA leave without having submitted the required medical certification.

In the case of an emergency or other circumstance that results in an unexpected need for FMLA leave, an employee should notify the Employer as soon as practicable. Under no circumstances should an employee wait longer than two (2) working days to give notice. If an employee is incapacitated, this notice may be given by a family member or other responsible party. As with foreseeable FMLA leave, the Employer will request medical certification and the employee is required to provide it within fifteen (15) calendar days.

If this procedure is followed and an employee's leave is granted, the employee may be required to update the Employer regarding his/her condition and/or be asked to submit medical re-certifications to the extent permissible under applicable law. Additionally, employees returning from FMLA leave may be asked to provide a "fitness-for-duty" report before returning to work.

The Employer agrees also agrees to comply with the provisions of the State of Connecticut Family Medical Leave Act.

### **ARTICLE 14: LEAVES OF ABSENCE**

**Personal or Emergency Leave:** Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, provided they have at least one (1) year seniority. The Employer shall not unreasonably withhold approval of such leave provided it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the employee's return to work the Employer may request documentation of the emergency. The Employer further agrees that the Employee shall be returned to his/her former shift, work hours and job classification subject to operational needs.

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**Union Leave:** The Employer shall provide Employees with unpaid leaves of absence for Union-related activities, where practicable. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time, and agree that the number and duration of such leaves shall be reasonable.

**Military Leave:** Employees who are serving in the Military Reserve or National Guard shall be granted unpaid leave to attend training exercises. All statutes and valid regulations in regard to the reinstatement and employment of military veterans shall be observed.

### **ARTICLE 15: JURY DUTY**

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service up to a period of 30 days in any year. It shall be the employee's responsibility to present evidence to the Employer of his or her notice of jury duty and the length of time he or she served on such jury prior to being compensated.

### **ARTICLE 16: UNIFORMS**

The Employer shall provide appropriate uniforms to Employees.

Only where the uniforms issued to the Employee required dry-cleaning or other unique care, shall the Employer be responsible for the cost of such care. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning. Employees shall be provided both winter and summer uniforms to be worn as appropriate as determined by the sole discretion of the Employer.

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

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

### **ARTICLE 17: SAFETY**

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 cost and shall be worn and/or utilized by the employees in the performance of their work assignments. Furthermore, any communication devices provided to employees and required for the performance of their duties shall be maintained in good repair or replaced by the Employer. The Employer shall not require an employee to reimburse the Employer for property loss or damage without legitimate reason.

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The Employer shall maintain Workers' Compensation coverage for all employees. Pursuant to applicable law, the Employer shall post the required notice of Workers' Compensation in a prominent and visible location to employees containing the name of the insurance company, its address and phone number.

**ARTICLE 18: UNION ACTIVITY IN BUILDINGS**

Official representatives of the Union shall be allowed to visit locations served by the Employer, and to visit with the employees on the job for the purposes of determining that this Agreement is being carried out, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation, or the employee's performance of work, and there is no objection by the Employer's client. Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification and specify the property he or she wants to visit. This rule shall not apply to public areas.

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

All employees shall have the right to request the presence of a Union Steward during any investigatory meeting which the employee reasonably believes might result in discipline.

The Employer shall permit the posting of Union bulletins in designated areas, provided that such bulletins do not disparage the Employer or the client.

**ARTICLE 19: NO STRIKES/NO LOCKOUTS**

There shall be no strikes (including economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union relating to this bargaining unit, or lockouts, during the term of this Agreement. At any location covered by this Agreement, the Union shall not engage in any hand billing, leafleting, distribution of literature, public appeals (except in cases where the Employer refuses to abide by an arbitration award made under this agreement within the time specified by the award), or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions 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

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property, and shall not be required to assume duties normally outside the scope of this Agreement.

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

### ARTICLE 20: IMMIGRATION

Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following procedure:

- a. In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee of the nature of the issue/problem and reference the employee's rights under this Article.
- b. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified problem or secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service. If the bargaining unit member does not remedy the issue or provide valid documentation, as referenced above within thirty (30) calendar days, the bargaining unit member may be discharged and the Employer shall have no further obligation to hold a bargaining unit member's position. An employee who does remedy the issue, provides valid documentation and is rehired by the Employer within six (6) months of his/her discharge will not lose their seniority.
- c. If the bargaining unit member obtains the valid documentation as referenced in sub-paragraph "b" above, when necessary, he/she will, consistent with the operational needs of the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.

Upon request, the Employer agrees to meet with the Union and discuss the employee's issue/problem. When practicable and permissible under applicable law and/or regulations, this meeting will take place before the Employer initiates any adverse employment action.

**ARTICLE 21: JOB VACANCIES, TRANSFERS AND CAREER ADVANCEMENT**

The Employer shall maintain a current posting of permanent bargaining unit job openings at its branch office showing all openings in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of such posting or otherwise make it available to the Union.

The Employer shall also maintain a bargaining unit Job Vacancy/Transfer/Advancement list at its branch office and shall provide a copy of the appropriate updated list to the Union upon written request by the Union. An employee who desires to change site location, work assignment or shift shall put his/her name on this list indicating his/her desired shift, work assignment, location or geographic area, and/or wage rate, as appropriate. Openings shall also be posted and regularly updated electronically on the Employer's electronic platform or website.

When a permanent position arises at a location covered under this Agreement, the Employer shall give first consideration to the employees on the bargaining unit Job Vacancy/Transfer/Advancement list in order of seniority whose requests match the vacant position.

An employee who is placed in a permanent position pursuant to this procedure shall be listed on the next updated bargaining unit Job Vacancy/Transfer/Advancement list with the information on his/her placement, and shall be removed from the following updated list and shall not be eligible to put his/her name on the list for a period of six (6) months.

In the event a bargaining unit promotional opportunity arises at the job site, in deciding on the employee to be promoted, all employees steadily employed at the job site will be considered along with other persons, with respect to the following factors:

- a. Seniority;
- b. Qualifications;
- c. Availability;
- d. Prior work record;
- e. Leadership skills; if required and,
- f. Supervisory skills, as required.

Where all factors other than seniority are equal, an employee with the greatest seniority employed on the job site shall be selected over all others.

**ARTICLE 22: GRIEVANCE PROCEDURE AND ARBITRATION**

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

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The procedure for handling a grievance pertaining to any such difference or dispute which may arise under this Agreement, shall be as follows, except that grievances involving disciplinary suspensions, transfers or terminations may be taken directly to Step 2. The Employer shall promptly notify the union of such suspensions, transfers and terminations.

**STEP I.** Since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee(s), and if the employee desires the Union Steward and/or Union Representative, shall present such grievance within ten (10) calendar days after the grievant(s) knew or had reason to know of the event giving rise to the grievance. The Account Manager/Employer designee shall respond within ten (10) calendar days.

**STEP II.** If the matter is not settled in the first step, and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the responsible Human Resources Manager or other management employee designated by the Employer within ten (10) calendar days following response at the first step or the date on which it was due whichever is earlier. The aggrieved employee, the Union Steward, and a Union Representative may request a meeting to discuss the grievance with the Human Resources Manager; such meeting shall be scheduled within ten (10) calendar days of this request. The Human Resources Manager shall give his or her written response within ten (10) calendar days after the second step meeting.

**STEP III.** If the matter is not settled in the second step, and the Union wishes to further pursue it, the grievance shall be presented to the Employer's Account Manager or other management employee designated by the Employer within ten (10) calendar days following response at the second step, or the date on which it was due, whichever is earlier. The aggrieved employee, the Union Steward, and a Union Representative may request a meeting to discuss the grievance with the Account Manager or other management employee designated by the Employer; such meeting shall be scheduled within ten (10) calendar days of this request. The Account Manager shall give his or her written response within ten (10) calendar days after the third step meeting.

If the grievance is not resolved at the third step, it may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the Employer's third step response or date on which that response was due, whichever is earlier. A demand for arbitration must be served in writing by the Union to the Employer within this period as a condition for processing the demand, and must specify the specific contract Article(s) and paragraph(s) allegedly violated.

For purposes of this Grievance and Arbitration Procedure, the Union and the Employer will establish a panel of five (5) permanent mutually agreed upon arbitrators. At the commencement of each calendar year, the Employer and the Union shall meet to determine whether the list of five (5) arbitrators who served for the previous year will be retained for the subsequent year. If there is not such mutual agreement, the parties shall select a new panel of five (5) arbitrators which may include arbitrators from the previous panel(s).

The Union shall maintain a list of the panel Arbitrators selected by mutual agreement of the parties. The arbitrators on the list will be appointed to hear cases on a rotating, next available basis, with the initial order being alphabetical by last name. When a demand is made for

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arbitration, the moving party shall request date(s) for arbitration from the Arbitrator whose name appears on the top of the list. If the Arbitrator is not able to schedule a hearing on date(s) when the parties are available, within a reasonable period of time from the date of the demand, the moving party shall request date(s) for arbitration from the Arbitrator whose name next appears on the list. Once a hearing has been scheduled with an Arbitrator, that Arbitrator's name shall be moved to the bottom of the list.

The parties will make every effort to have the arbitration scheduled as soon as practicable. The time limits in this Article may be mutually extended by the parties.

The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific contract Article(s) and paragraph(s) allegedly violated and involving the facts of the particular grievance presented to him or her. The Arbitrator cannot amend, alter or modify the Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration unless mutually agreed in writing. Only one (1) grievance may be submitted to and decided during a particular arbitration, unless mutually agreed in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Employer and the Union. The cost of the arbitration and the fees of the Arbitrator shall be shared equally by the parties.

Should a dispute arise between the Employer and the Union that both parties mutually agree to expedite, said dispute may be referred directly to expedited arbitration. Union referrals to expedited arbitration under this provision may only be made by the Union President or his/her designee. Employer referrals to expedited arbitration under this Article may be made by the Employer's Account Manager or his/her designated representative.

Failure of an employee or the Union to meet any time deadline at any step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits can be mutually extended in writing. If the Employer misses a response deadline set forth in this Agreement, the Grievance shall automatically move to the next Step, provided that the Union has otherwise complied with this Article.

Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any legal action necessary to secure such award including but not limited to suits at law.

### **Employer Initiated Grievances**

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

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The Union and the Employer intend that the grievance and arbitration provisions in the Collective Bargaining Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this agreement unless otherwise set forth or required under applicable law. Such disputes include "wage and hour claims or disputes," which shall include statutory claims over the payment of wages for all time worked, uniform maintenance, training time, rest and meal periods, overtime pay, vacation pay, and all other wage hour related matters. The parties agree that any employee's or employees' wage and hour claims or disputes relative to a violation of wage and hour law shall be resolved through the arbitration process provided for in this Agreement to the extent permitted by law and the employees (by and through the union) shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.

Regarding wage and hour claims or disputes:

- a. The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, including the standard deadline by which such grievances must be initiated. The employees (by and through the union) shall be provided all substantive rights and remedies available under applicable law.
- b. Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the department of labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 6a an individual cannot pursue class and/or collective wage and hour claims or disputes to the department of labor or through civil litigation.

These provisions are not intended to limit or curtail employees' individual rights. To the contrary, it is the goal of the Company to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this agreement be read to construe a waiver of individual rights to pursue discrimination claims through administrative proceedings or civil actions.

The employer and the union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

### **ARTICLE 23: BIDDING PROCEDURE**

Whenever the Employer takes over the servicing of any job location, building or establishment covered by this Agreement, the Employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Employer. In the event the Employer elects to retain said employee, the Employer agrees



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to honor seniority for wage and benefit purposes, and shall not require the employee to serve a probationary period as described in Article 2.

The outgoing employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover.

When an incumbent employee is not hired by the new contractor, and the outgoing employer is unable to place the employee in a comparable position, the employee will be considered as laid off and placed on the layoff list of 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 notify the Union as soon as practicable once it receives written cancellation of a covered account or job location.

The Employer shall notify the Union as soon as practicable after it receives notice that it has been awarded a new covered account or job location.

Subject to the provisions of Article [23 Bidding Procedures], when an incumbent employee is not hired by the new contractor, the outgoing employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option or where the Employer has no other account vacancies, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee with the outgoing employer.

### **ARTICLE 24: NO LOWERING OF STANDARDS**

There shall be no lowering of any standards of working conditions (with the exception of Health & Welfare) of any employees in the employ of the Employer as a result of this Agreement. All employees enjoying higher wages or better working conditions than provided for herein shall continue to enjoy at least the same.

**ARTICLE 25: MOST FAVORED NATIONS**

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 as 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 Agreement, any Employer bound by this Agreement shall be entitled to said more favorable hours, wages and/or terms and conditions upon request. To effectuate this Article 25 of the parties' 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.

If the Employer believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined herein, the Employer shall notify the Union and the parties shall meet and confer to discuss such within the next 72 hours.

If the matter has not been resolved within 72 hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article 22 of this Agreement.

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 as covered by this Agreement that would allow the Employer to be granted similar conditions as defined above.

**ARTICLE 26: SAVINGS CLAUSE**

Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently-enacted legislation or act of any authorized agency of government or by the decree of a court of competent jurisdiction, such will not invalidate the remaining portions thereof and they shall remain in full force and effect.

**ARTICLE 27: TRAINING**

The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service. Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate. Employees shall not be required to pay for the cost of any training required by the Employer. To the extent permitted by law, the Employees shall be

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responsible, however, for the payment of all applicable state licensing fees. All individuals who desire to work for the Employer must complete basic training prior to beginning their employment. Any time spent in post-hire employer mandated training shall be paid at the officer's regular rate of pay.

### **ARTICLE 28: SUBCONTRACTING**

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

### **ARTICLE 29: SUCCESSORS/ASSIGNS**

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

### **ARTICLE 30: PAYROLL**

Wages shall be paid in accordance with the Employer's regular payroll procedures. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay. 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. The Employer shall issue paychecks no less frequently than semi-monthly or bi-weekly.

### **ARTICLE 31: DURATION**

This Agreement shall be in full force and effect from May 1, 2021 through April 30, 2025. The parties acknowledge and agree that, in the event that the Connecticut Labor Commissioner promulgates new or revised Standard Wage Rates applicable to employees covered by this Agreement, the parties agree that there shall be a reopener with regard to the wages and benefits set forth in Articles 7 and 9.

There shall be an automatic re-opener with regard to all economic terms set forth in the Agreement in the event of:

- a. A change to the applicable Standard Wage Rate for the Guard I or Guard II classification under the Connecticut Standard Wage Act, Connecticut General Statutes Annotated § 31-57f. For purposes of this re-opener, a "change to the applicable Standard Wage Rate" includes a change to the circumstances, including the types of hours, for which the Standard Wage Rate must be paid. In such event, the Agreement shall re-open as of the date of issuance of the new Standard Wage Rate;

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- b. A change to the “prevailing rate of wages” and/or “prevailing rate of benefits” for the Guard I or Guard II classification under the Connecticut Standard Wage Act, Connecticut General Statutes Annotated § 31-57f. For purposes of this re-opener, a “change” includes a change to the circumstances, including the types of hours, for which “prevailing rate of wages” or “prevailing rate of benefits” must be paid. In such event, the Agreement and/or this Rider shall re-open as of the date of issuance of the new prevailing rate or wages and/or prevailing rate of benefits;
- c. A change to applicable federal, state, or local minimum wage rates or any other applicable federal, state, or local wage or benefit requirement that impacts or otherwise requires modification to the wage and/or benefit levels set forth in this Agreement;
- d. An official finding by the Connecticut Labor Commissioner, a court of law, or other agency or governmental authority of competent jurisdiction, or the commencement of an enforcement action by either the Connecticut Labor Commissioner, or other agency of competent jurisdiction, that the wage and/or benefits provisions of this Agreement are not in compliance with any applicable federal, state, or local law, including but not limited to the Connecticut Standard Wage Act, Connecticut General Statutes Annotated § 31-57f, or any regulations interpreting those statutes. In such event, the Agreement shall re-open immediately upon written notice from one party to the other;
- e. An official finding by the Connecticut Labor Commissioner, a court of law, or other agency or governmental authority of competent jurisdiction, or the commencement of an enforcement action by either the Connecticut Labor Commissioner, or other agency of competent jurisdiction, that additional benefits (including but not limited to vacation pay, holiday pay, and/or sick leave) must be provided to the employees covered by this Agreement. In such event, the Agreement shall re-open immediately upon written notice from one party to the other;
- f. The enactment of local, state, or federal legislation that requires employees covered by this Agreement to be paid wages and/or benefits more favorable than those provided for herein. In such event, this Agreement shall re-open as of the effective date of the local, state, or federal legislation;
- g. The Employer may re-open the economic terms of the Agreement once every 12 months upon a showing of economic hardship due to client reimbursement issues.

In the event of a reopener, the wages and/or benefits that shall be paid during the reopened negotiations shall be those rates in effect at the time the re-opener is requested. Moreover, in the event of a re-opener pursuant to any of the provisions above, the restrictions in Article 19 pertaining to strikes, picketing, work stoppages or job actions by employees or the Union shall not apply beginning on the 46<sup>th</sup> day following said re-opening.

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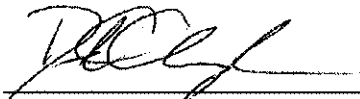
AGREED:

For:

For:


\_\_\_\_\_  
*Universal Protective Services LP, DBA,  
Allied Universal Security Services*

\_\_\_\_\_  
*SEIU Local 32BJ*

  
\_\_\_\_\_  
Signature

9/17/2021

Date

  
\_\_\_\_\_  
Signature

9.17.2021

Date

