

Pittsburgh Security Contractors Agreement 2022 – 2026



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PREAMBLE

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

ARTICLE 1: RECOGNITION

1. This Agreement shall apply to all of the Employer's full-time and regular part-time security officers excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act, working at or assigned to the following categories of account locations within the geographic boundaries of the City of Pittsburgh,

- All City multi-tenant commercial office buildings of at least 100,000 square feet
- All City single tenant commercial office buildings of at least 100,000 square feet
- Museums and similar cultural institutions (“similar cultural institutions” is intended to refer to cultural institutions typically open to the public such as, by way of example, performing art centers, but is not intended to include all not-for-profit organizations)
- Higher education (which is not intended to include higher education accounts where the client is a typical commercial office user rather than a traditional campus facility)
- Healthcare facilities where a union represents a substantial portion of the facility’s employees
- Other accounts where Local 32BJ or any local of the Service Employees International Union represents other employees
- Beginning July 1, 2019, residential Buildings of 20 or more units
- All government and quasi-government accounts (e.g. convention centers, public event venues, transit systems in the City of Pittsburgh or in Allegheny County , including but not limited to the City-County Building; Municipal Courts Building; Community College of Allegheny County (CCAC)*; Housing Authority of the City of Pittsburgh; Pittsburgh Parking Authority; Pittsburgh International Airport; Allegheny County Airport; Office of Children, Youth and Families; David L. Lawrence Convention Center and the PPG Paints Arena
- Any other site located in the City of Pittsburgh or Allegheny County that is subject to the Allegheny County or City of Pittsburgh Service Worker Prevailing Wage Ordinances, as those ordinances exist as of the effective date of this Agreement, and only if one or more of the following conditions are met:
 - The client makes it a requirement that the Employer complies with the applicable City or County Prevailing Wage Ordinance or otherwise acknowledges in writing that the Employer’s work for the client is subject to the City or County Prevailing Wage Ordinance; or

- There is a final and binding decision by the relevant judicial, legislative or executive entity, with no further right of appeal by the client that the Employer's work for the client is subject to the City or County Prevailing Wage Ordinance.

*Although the CCAC campuses within the City of Pittsburgh are covered by this Agreement from the effective date of this Agreement, the remaining CCAC campuses outside of the City of Pittsburgh but within Allegheny County will not be covered by this Agreement until the Union has organized these sites under the applicable Card Check Agreement.

If the Employer acquires a new account in a facility or building as described above, such shall be treated as an accretion to the bargaining unit to the extent permitted by law, subject to all other applicable terms and conditions regarding economics and/or exclusions or phase-ins. If the Employer acquires a new account in a facility or building as described above and those workers may not be lawfully accreted to an existing Unit, the parties agree to comply with the recognition procedure provided for in Appendix A and B, which also set forth the process for resolving disputes under this paragraph.

2. The Employer may hire or engage security personnel to perform specialized functions such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short term events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. Consent shall not be unreasonably withheld. If an employee performing specialized functions is hired into a permanent position, his or her time performing a specialized function shall count towards his or her probationary period under this Agreement.

3. The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above. 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 the locations subject to this Agreement. This information shall be transmitted electronically.

4. The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, primary telephone number, work location, job classification, part-time/full time status, shift information and wage rate of each new employee engaged by the Employer subject to this Agreement. This information shall be transmitted electronically.

5. As soon as practical after it has received notification that the Employer has become a service provider at a new covered location, the Employer shall notify the Union in writing of the new location and the date on which it is to commence performing work at that location.

ARTICLE 2: 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, genetic information, or against a qualified individual with a disability (defined by the Americans with Disabilities Act), or any other characteristic protected by law. 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. The Employer shall comply with all applicable federal, state and local laws (including the Pittsburgh CROWN Act) regarding discrimination

on the basis of hair or hairstyles. The Employer may establish reasonable policies regarding hair color so long as such policies are uniformly enforced.

ARTICLE 3: UNION MEMBERSHIP

1. To the extent permitted by law, it shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement or the execution thereof, whichever occurs later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

2. 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 reason 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.

3. The Employer shall make known to any new hire his or her obligations under this provision, and present such new hire at that time, union membership materials including but not limited to a membership application and voluntary payroll deduction authorization. The Union shall be permitted to include a welcome letter as part of the Union membership materials provided to new hires.

4. The Employer shall maintain accurate employee information and transmit dues, initiation fees and all legal assessments deducted from employees' paychecks to the Union electronically via ACH utilizing the 32BJ self-service portal, unless the Union directs in writing that dues be remitted by means other than electronic transmittals. The transmission shall be accompanied with information for whom the dues are transmitted, the amount of dues payment for each employee, the employee's wage rate, the employee's date of hire, the employee's location or location change, whether the employee is part-time or full-time, the employee's social security number, the employee's address and the employee's classification. The Union shall provide any necessary training opportunity to the employer to facilitate electronic transmissions.

5. 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 Committee on Political Education ("COPE") or American Dream Fund ("ADF") upon presentation by the Union of individual authorizations as required by law, signed by the employees directing their 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.

6. Effective January 1, 2019, the parties acknowledge and agree that the term "individual authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, excluding electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use such electronic records and signatures, excluding electronically recorded voice calls, to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to the American Dream Fund, subject to the requirements of state and federal law.

The Employer shall accept such electronic records and signatures as valid individual authorizations for deduction and remittance.

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

8. The Union will completely defend and indemnify the Employer, and 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 at the Union's request for the purpose of complying with any provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the Employer's consent, which shall not be unreasonably withheld.

ARTICLE 4: PROBATIONARY PERIOD

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

ARTICLE 5: SENIORITY

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

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

- a. Resignation, retirement, or voluntary termination;
- b. Discharge for cause;
- c. Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
- d. Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority; whichever is less; or

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

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

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

In the event of a layoff due to a reduction in force in a building or buildings that are all part of a building complex (a complex consisting of two or more adjacent buildings on a single campus or site), the Employer shall recognize the displaced employee's seniority across the entire building complex but only if, and only to the extent, the Employer has a current practice of treating operationally the buildings as one unit.

5. Except as provided in section 4 above, an employee who is laid off shall not be permitted to bump an Employee at any account or location. However, the laid off Employee shall have the right, for six (6) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided in the reasonable opinion of the Employer the Employee is qualified, suitable, and available to work. In higher education sites, Employees will remain on the recall list and shall retain their seniority for the duration of all seasonal layoffs, even if longer than six (6) months.

6. Seniority shall be determinative when all other job-related factors are equal among two or more employees who are reasonably qualified for the particular position.

7. The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by Article I (Recognition) of this Agreement, provided that employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily, in retaliation or in violation of Article 2 (Non Discrimination).

8. Subject to paragraph 3 above, 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.

ARTICLE 6: DISCHARGE AND DISCIPLINE

1. Employees may not be discharged or disciplined except for just cause. Any employee discharged or disciplined shall be given written notice of the basis for such discipline or discharge. Upon request, the Union shall be provided with a copy of the notice to the employee of discipline or discharge.

2. All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate

the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

3. Progressive Discipline: The Employer agrees to use progressive discipline except in instances wherein immediate discharge or suspension is justified. All written disciplinary warnings shall be removed from the employee's file after twelve (12) months and cannot be used thereafter as part of the disciplinary procedure.

4. Investigatory Suspensions: Any employee that is suspended pending further investigation, but does not receive discipline as a result of the investigation, shall receive pay for lost wages based on the missed regularly scheduled hours the employee did not work from the day after the investigatory interview takes place through the completion of the investigatory suspension.

ARTICLE 7: GRIEVANCE/ARBITRATION PROCEDURE

1. Grievance Procedure

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

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

Step 1.

The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union, and the grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated and the date the alleged violation occurred, and will be submitted to the Employer's designated representative within ten (10) business days from when the grievant knew or should have known of the facts giving rise to the grievance.

Step 2.

All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the Union representative and the Employer representative, who shall not be the person who participated in Step 1 on behalf of the Employer; to be scheduled within ten (10) business days of the written grievance. A written decision by the Employer shall be rendered within ten (10) business days of the Step 2 meeting. If the grievance is not deemed resolved after the Step 2 meeting, the Union shall request a Step 3 meeting within ten (10) business days of the Employer's Step 2 written decision.

Step 3.

Following a request for a Step 3 meeting, the Union representative and the Employer representative, who, if practicable, shall not be the person who participated in either Step 1 or Step 2 on behalf of the Employer, shall meet within ten (10) business days. A written decision by the Employer shall be rendered within ten (10) business days of the Step 3 meeting. For

all discharge and suspension grievances, the designated Union representative and the designated Employer representative will meet within ten (10) business days of the receipt of the grievance notice in an attempt to resolve the issue.

b. All grievances not resolved at Step 3 may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 Written decision.

2. **Arbitration**

The parties agree to utilize the Federal Mediation and Conciliation Service to select arbitrators to decide all grievances submitted to arbitration. An arbitrator shall be selected pursuant to the Federal Mediation and Conciliation Service Rules for Labor Arbitrations.

a. The parties will make every effort to have the arbitration scheduled as soon as practicable.

b. The fee of the arbitrator and all reasonable expenses involved in the arbitrator's functions shall be borne equally by the Union and the Employer.

c. 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 arbitral.

d. The parties intend that the arbitration shall be governed by the Federal Arbitration Act (FAA). The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union and the Employer. The Arbitrator shall have no authority to add to, subtract from, or modify, any of the terms of this Agreement

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

3. **Time Limits**

a. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.

b. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

c. Any grievance shall be considered null and void if not filed and processed by the Union in strict accordance with the time limitations and procedures set forth above.

d. 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 15-day time limit to notice arbitration of the grievance under Section 1(b) above shall be tolled until the internal appeal is

resolved, not to exceed 60 days. This does not alter any other grievance processing time limits provided for under Article 7. The Union shall immediately notify the involved Employer of the filing of the internal appeal and notify the Employer of the outcome of the internal appeal.

4. **Employer Initiated Grievances**

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

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

6. Regarding wage and hour claims or disputes:

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

7. These provisions are not intended to limit or curtail employees' individual rights. To the contrary, it is the goal of the Employer 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.

8. The Employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

**ARTICLE 8: NO STRIKES, PICKETING OR OTHER INTERRUPTION
OF WORK/ NO LOCKOUTS**

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

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

ARTICLE 9: MANAGEMENT RIGHTS

1. Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to plan; direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same in accordance with Article 26 (Subcontracting); to transfer and/or relocate all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of Employees; to require that occasional de minimis duties other than normally assigned be performed; to select supervisory employees; to train Employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the operational needs of the business consistent with applicable laws; to discipline, suspend, and discharge for just cause subject to the terms of the Agreement; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even though Employees at that location may be terminated or relieved from duty as a result.

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

3. The Employer shall also have the right to promulgate, post and enforce reasonable rules and regulations governing the conduct of Employees during working hours provided they are consistent with the terms of the Agreement and the Union is provided with reasonable notice of changes to the rules or

regulations. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

4. 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.

5. The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand, and the following shall apply:

- a. Upon request by the Union, the Employer shall provide the customer/tenant's written demand, if any. In the event no written demand exists, the Employer shall make a good faith effort to obtain a written request. Upon request of the Union, the Employer shall provide the stated reason for the customer/tenant demand, if known.
- b. 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 wages or benefits.
- c. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off. 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 Employers suitability determination, to fill positions that become available within six (6) 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.
- d. When informed of the possibility of a layoff under this paragraph, the employee shall have ten (10) days in which to notify the Employer if they wish to accept a position with the Employer at another location. If the employee is no longer working during any portion of this ten-day period, the foregoing sentence shall not impose any obligation on the Employer to pay the employee for any such non-working days.
- e. Before any other employees are hired, the Employer shall offer open positions to individuals on the recall list, provided they are qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.
- f. If after the six (6) month period, the employee has not been recalled to a position within the bargaining unit, the employee shall be considered permanently laid off and the Employer shall have no further obligation with respect to this Article.

6. Transfers or removals of employees because of a reduction in force shall not be arbitrary, retaliatory or in violation of Article 2 (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.

ARTICLE 10: WAGES

1. The following wage tables will govern the minimum hourly rates and wage increases for all accounts, following this Agreement's ratification date. The Employer shall implement either the Wage Increase or the Minimum Rate, whichever is more favorable to the employee, but not both.

| <u>DATE</u> | <u>WAGE INCREASE</u> | <u>MINIMUM RATE (Un-Armed Officers)</u> | <u>MINIMUM RATE (Armed Officers)</u> |
|--------------------|---------------------------------|--|---|
| October 1, 2022 | \$1.00 | \$15.50 | \$20.00 |
| October 1, 2023 | \$0.75 | \$16.25 | \$21.00 |
| October 1, 2024 | \$0.75 | \$17.00 | \$22.25 |
| October 1, 2025 | \$0.75 | \$17.50 | \$23.25 |

Any general wage increase the employee is entitled to is granted first, then if the employee is still below the contract minimum rate, the employee is moved to the minimum rate.

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 increases as set forth and required by this Article.

3. Accounts subject to prevailing wage laws shall not be subject to the economic terms herein. The parties shall negotiate riders for such accounts.

ARTICLE 11: HEALTH BENEFITS

1. Subject to Section 2 below, the Employer agrees to make payments as follows into a health trust fund, known as the Building Service 32BJ Health Fund (the "Health Fund"), to provide only eligible employees covered by this Agreement with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, subject to paragraph 7 below. The rates of contribution shall be as follows:

| | |
|---------------------------|---|
| Effective January 1, 2022 | \$634 per month per full-time employee |
| Effective January 1, 2023 | \$671.50 per month per full-time employee |
| Effective January 1, 2024 | \$706.50 per month per full-time employee |
| Effective January 1, 2025 | TBD, increase not to exceed 6% of the 2024 rate |
| Effective January 1, 2026 | TBD, increase not to exceed 6% of the 2025 rate |

Full-time employees shall be those employees determined to be benefits eligible consistent with the rules set forth below. The Union has provided evidence to the Employer that the Health Fund has certified that it is "affordable," offers "minimum value" and is currently compliant with any requirements of the Affordable Care Act that apply to group health plans. The Union agrees to provide the Employer with reasonable assurance upon request that the Health Fund meets the requirements in the preceding sentence.

2. The obligation to contribute to the Fund shall commence ninety (90) days after the employee's date of hire, or on the date the employee becomes a full-time employee, whichever is later. Employees

shall have a waiting period of ninety (90) days following their date of hire or in the case of an employee who has been employed by the Employer for at least 90 days and is changing from part-time status to full-time status, the employee shall become eligible to participate in the Fund effective on the date he becomes a full-time employee. Under no circumstances is the Employer obligated to contribute to the Fund with respect to any employee who is not yet eligible to participate in the Fund.

3. Dependent Health Care Coverage:

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 contributions to the Health Fund in accordance with the Health Fund's policies and procedures at rates established by the Fund.

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

5. This Agreement will not alter site-specific rider agreements required under applicable prevailing wage laws as to health care.

6. It is agreed by the parties that, other than the stated rates above, no other increases in the Health Fund contribution rates can or will occur, or be required to be paid, by the Employer during the term of this Agreement. If the Fund does implement additional increases other than those set forth in this Agreement, payment of these increases shall be the responsibility of the employee and not the Employer. Any such increases shall be added to the aforementioned monthly deductions from employees' paychecks.

7. The Employer shall not change an employee's regular schedule by reducing the hours the employee works for the purpose of avoiding its obligation under this Agreement or any rider to make contributions for health benefits for such employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly billed to a client account because of a change in client specification, the Employer shall make best efforts to implement the reduction of hours in a manner that would have the least effect on the Employer's then current obligation to contribute toward health benefits for full-time employees assigned to the subject client account.

8. Employees who are regularly scheduled to work or be paid at least thirty (30) hours per week shall be considered full-time for purposes of determining healthcare eligibility under Article 11.

- a. For those employees who: (i) are not regularly scheduled to work or be paid at least thirty (30) hours per week, or (ii) for whom the Employer cannot reasonably determine at their time of hire whether they will be regularly scheduled to work or be paid at least thirty (30) hours per week, the Employer shall maintain an ACA-compliant lookback and stability measurement process to determine their eligibility for benefits in accordance with Article 11.

- b. The Employer shall provide the Union and the Fund with a description of its lookback and stability measurement process.
- c. With regard to healthcare eligibility for employees, the following shall apply as it relates to lay-offs, seasonal or otherwise:
 - i. Laid-off employees who, because of reassignment/transfer, obtain full-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 they are reassigned/transferred;
 - ii. 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 they are reassigned/transferred.
- d. 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.
- e. Healthcare eligibility for employees on university campuses shall be determined in accordance with Section 12.

9. In keeping with the parties' intent, all employees who have been employed for 90 days and are regularly scheduled to work 30 hours or more per week shall be eligible for health care coverage under this Agreement, even if that employee does not satisfy the objective method of eligibility determination negotiated by the parties. For example, an employee who is scheduled 30 hours per week but misses a shift because an unpaid holiday would not lose coverage. In order to achieve this end, Employer will, after each employee's initial 90 day determination period, inform the Union whether that employee is eligible for benefits within ten (10) business days of making the determination. Likewise, in the event an employee who was previously eligible for benefits fails to meet the applicable eligibility standard, Employer will inform the Union of that determination within ten (10) business days. In the event the Union believes an employee regularly scheduled to work 30 hours or more per week has been improperly excluded from benefit eligibility, the Union will inform Employer of that belief within ten (10) business days. Thereafter, the parties will meet in a good faith effort to determine whether the employee's failure to meet the eligibility criteria was due to an unforeseen and unlikely to be repeated circumstance (in which case the employee will remain eligible for benefits) or due to a permanent change in the employee's work schedule (in which case the employee will not be eligible for benefits). In the event the parties are unable to reach an agreement, the matter will be handled pursuant to the grievance and arbitration provisions of this Agreement.

10. At any time on or after October 1, 2018, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards stated in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine or other assessable payment under ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within 15 days. Within the next 15 day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within 30 days of either party first receiving notice of noncompliance, the Employer may provide written notice to the Union that it is withdrawing from the Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 8 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Fund.

11. A security officer who is assigned to a higher education account and who is regularly scheduled to work 30 or more hours per week during the school year shall be eligible for health insurance

contributions during the time that they are working. A security officer who is laid off from work during the summer months (i.e., during the summer break between completion of the educational semester in the spring and the beginning of the new educational semester in the fall), will lose their health insurance coverage for the duration of such a layoff, subject to the Fund's rules on when coverage would end (and corresponding eligibility for COBRA).

A security officer who is laid off from work during the summer months and who is called back to work at the beginning of the new educational semester, and who as a result is returned to being regularly scheduled to work 30 or more hours per week, shall resume eligibility for health insurance contributions as of the date such officer resumes work.

Any full-time security officer who, based on their seniority and/or assignment, has work available to them during the summer months, may not elect voluntary layoff. If such officer elects not to work the summer schedule offered to them, that officer shall be considered to have voluntarily resigned their employment, and their bargaining unit seniority under Article 5 shall be considered broken as of their last day of work for the Employer.

Summer work availability will be determined in the following manner. Employees will be laid off based on seniority in accordance with Article 5, Section 4. The Employer may then fill posts which are vacated as a result of layoffs with employees who are not laid off but whose posts are closed. Such employees will be transferred to open posts on the same shift, with preference being given based on seniority to maintain the same hours and days worked per week. If no work is available on the same shift, officers may elect to bump a less senior employee on a different shift or to be laid off with no loss of seniority or other benefits.

12. By agreeing to make required payments into the Fund, the Employer hereby adopts and shall be bound by the Fund's Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees in connection with the provision and administration of benefits and collection of contributions.

14. If the Employer fails to make required reports or payments to the Fund, 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 Fund's Trust Agreement and any and all costs of collection including but not limited to counsel fees, arbitration costs and fees and court costs."

ARTICLE 12: HOLIDAYS

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

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

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

employees regularly scheduled to work on Juneteenth, Thanksgiving and Christmas day, but who do not work due to their regular post being closed, will be paid their regularly scheduled shift at straight time.

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

2022

| | |
|------------------|-------------------------------------|
| Thanksgiving Day | Thursday, November 24 th |
| Christmas Day | Sunday, December 25 th |

2023

| | |
|----------------------------|-------------------------------------|
| New Years Day | Sunday, January 1 st |
| Martin Luther King Jr. Day | Monday, January 16 th |
| Memorial Day | Monday, May 29 th |
| Juneteenth | Monday, June 19 th |
| July 4 th | Tuesday, July 4 th |
| Labor Day | Monday, September 4 th |
| Thanksgiving Day | Thursday, November 23 rd |
| Christmas | Monday, December 25 th |

2024

| | |
|----------------------------|--------------------------------------|
| New Years Day | Monday, January 1 st |
| Martin Luther King Jr. Day | Monday, January 15 th |
| Memorial Day | Monday, May 27 th |
| Juneteenth | Wednesday, June 19 th |
| July 4 th | Thursday, July 4 th |
| Labor Day | Monday, September 2 nd |
| Thanksgiving Day | Thursday, November 28 th |
| Christmas | Wednesday, December 25 th |

2025

| | |
|----------------------------|-------------------------------------|
| New Years Day | Wednesday, January 1 st |
| Martin Luther King Jr. Day | Monday, January 20 th |
| Memorial Day | Monday, May 26 th |
| Juneteenth | Thursday, June 19 th |
| July 4 th | Friday, July 4 th |
| Labor Day | Monday, September 1 st |
| Thanksgiving Day | Thursday, November 27 th |
| Christmas | Thursday, December 25 th |

2026

| | |
|----------------------------|-------------------------------------|
| New Years Day | Thursday, January 1 st |
| Martin Luther King Jr. Day | Monday, January 19 th |
| Memorial Day | Monday, May 25 th |
| Juneteenth | Friday, June 19 th |
| July 4 th | Saturday, July 4 th |
| Labor Day | Monday, September 7 th |
| Thanksgiving Day | Thursday, November 26 th |
| Christmas | Friday, December 25 th |

ARTICLE 13: 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 Seniority</u> | <u>Vacation Leave Entitlement</u> |
|----------------------------------|--|
| 1 year, but less than 3 | 1 week (up to 40 hours) |
| 3 years, but less than 10 | 2 weeks (up to 80 hours) |
| 10 years or more | 3 weeks (up to 120 hours) |
| 15 years or more | 4 weeks (up to 160 hours)* |
| *effective 1/1/2024 | |

Employees shall receive their full allotment of vacation upon reaching their anniversary. For example, employees reaching their one year anniversary shall immediately receive 1 week vacation. Vacation allotment is determined by the actual hours paid in the previous year up to a maximum of 2080 hours. Employers that use a calendar year vacation system shall not have an accrual system that provides less than the anniversary system. In determining an eligible Employee's actual hours paid, they will receive credit for straight-time hours paid, overtime hours paid, holidays paid, paid sick leave, paid vacation leave taken, and paid training assignments up to a maximum of forty (40) hours per week.

To state it another way, an eligible employee's vacation pay is determined based on the following formula:

| |
|--|
| Maximum Vacation Allowance (see table above) x Actual Hours Paid ÷ 2080 = Vacation Allowance as of Employee Anniversary date. |
|--|

Employees hired before October 1, 2018 where a greater vacation accrual system is currently in place shall remain on said preferential accrual schedule.

2. **Pay.** Vacations shall be paid at the employee's regular straight-time hourly rate of pay. Employees may opt for payment in lieu of time off and will be paid within thirty (30) days of the employee's anniversary month. Employees will be paid vacation in accordance with the Employer's normal payroll procedures. Unused vacation time shall be paid out at the end of the year for which it was earned, in accordance with the Employer's normal payroll procedure.

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. Employees shall be permitted to request vacation time in increments of one day or more.

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 they held prior to the vacation.

7. Payouts of vacation shall be done in accordance with Employer payroll practices.

ARTICLE 14: PAID & UNPAID TIME OFF

1. Employee will accrue paid time off on an anniversary year basis at the rate of one hour for every thirty-five (35) hours of work, up to a maximum of forty (40) per year. Unless the Employer elects to “front load,” Employees will start accruing time under this Memorandum of Understanding on March 15, 2020. Any paid time off previously accrued under Article 14, Section 1 of the agreement shall be applied towards the 40-hour maximum.
2. **Interaction with Other Leave:** Any PTO used under this Article shall also reduce the time available to the employee under the Family and Medical Leave Act (“FMLA”), to the maximum extent permissible under law. For example, if an employee uses one day of accrued PTO for an event that qualifies the employee for unpaid leave time under the FMLA, then the time the employee has available under the FMLA shall also be reduced by one day. The intent of this provision is to provide benefits that are fully coordinated with, but not cumulative of, any rights the employee may have under the FMLA.
3. After accrual begins, employees may begin using paid time off on the 90th calendar day of their employment with the Employer. Employees may not use paid time off in advance of accruing it. Employees may not use paid time off for time that they were not scheduled to work.
4. Employees may accrue a balance of up to forty (40) hours at any given time. When an employee’s balance reaches forty (40) hours, they will not accrue additional paid time off until they uses some of that balance.
5. Unless the Employer elects to “front load,” at the end of each anniversary year, employees may carry over any accrued but unused paid time off to the following year, up to the maximum balance of forty (40) hours.
6. Employees may use paid time off for sick leave (as described below) or personal time. Employees using paid time off for sick leave may use leave in the smallest increment that the Employer’s payroll system uses to account for absences or use of other time. Employees using paid time off for personal time must use such leave for their entire shift.
7. Employees using paid time off for personal time (i.e, non-sick leave reasons) must comply with the same notice procedures as those listed in this Agreement regarding vacation. If the need for paid time off as sick leave is foreseeable (such as, by way of example, doctor’s appointment, scheduled procedure), Employees must provide the Employer with notice of such need at least seven days in advance of the day on which the leave is used. If the need for paid time off as sick leave is not foreseeable, the employee must provide notice as soon as possible.
8. Employees using paid time off for sick leave may use it for any purpose listed in the Pittsburgh Paid Sick Dyas Act (“Act”), as it may be amended from time to time. Generally, those purposes include an employee’s (or family member of an employee’s) illness, injury or health condition; need for medical care, diagnosis, or treatment; and need for preventative medical care. Those purposes also include closure of an employee’s place of business by order of a public official due to a public health emergency or an employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for a family member when it has been determined by the health authorities having jurisdiction of by a health care provider that the family member’s presence in the community would jeopardize the health of others because of the family member’s exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

9. For purpose of this Agreement, the term “family member” shall mean (a) a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands I loco parentis; (b) a biological, foster, adoptive or step- parent, or legal guardian of an employee or an employee’s spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child; (c) a person to whom the employee is legally married under the laws of any state; (d) a grandparent or spouse or domestic partner of a grandparent; (e) a grandchild; (f) a biological, foster or adopted sibling; (g) a domestic partner; or (h) any individual for whom the employee has received oral permission from the employer to care for at the time of the employee’s request to make use of sick time.

10. Employees will be paid for paid time off at the same rate that they would have earned if they had worked the time at issue, not including any overtime, bonus, or premium payments related to such time.

11. When an employee uses paid time off for an absence of three or more consecutive work days for purposes of sick leave, they must provide reasonable documentation that the use of such leave was a reason authorized by the Act. Such verification may include a copy of a note from a health care provider or a copy of medical records or other written receipt of health care services provided. The verification should not explain the nature of the condition. The Employer will treat any health information obtained about an employee or family member in a confidential manner consistent with applicable privacy laws. The verification must be provided within seven (7) days of the employee’s return from paid time off. Employees who fail or delay in providing such verification will not receive payment for the time used as sick leave and may be subject to disciplinary action, up to and including termination of employment.

12. Time used as paid time off will not be considered as work time for the purpose of overtime calculation or any other purpose.

13. Employees will *not* be paid out for unused paid time off at the end of the year or upon termination of employment for any reason.

14. Employees who are terminated by rehired within six (6) months of their termination date shall have their paid time off balance as of their termination date restored and shall be entitled to use their paid time off in accordance with this Agreement. Employees who are hired more than six (6) months after their termination date will not have their previous paid time off balance restored.

15. If any portion of this section of the Agreement conflicts with any applicable provision of federal, state, or local law, then such provision of law shall control, and the conflicting portion of the policy will be void.

16. In the event that an account transitions from one Employer that is a signatory to this Agreement to another, the outgoing Employer will not pay out employees’ accrued but unused paid time off/sick leave. Employees will maintain their paid time off/sick leave balances. The rules for frontloading, accrual, usage, and carry over of paid time off/sick leave are set forth below.

- a. If an employee transitions from an Employer that utilized the accrual method to another Employer that utilizes the accrual method, the employee’s accrual and usage of paid time off/sick leave shall continue as if no change in employment occurred. At the end of the benefit year, the employee will carry over any unused paid time off/sick leave as if no change in employment occurred.
- b. If an employee transitions from an Employer that frontloaded to an Employer that utilizes the accrual method, the employee will not accrue additional paid time off/sick leave until the beginning of the next benefit year (because the employer has already received the full year’s worth of paid time off/sick leave at the beginning of the year). Employees will maintain their paid time off/sick leave balances and be able to use paid time off/sick leave as if no change in employment occurred. At the end of the benefit year, employees

will carry over unused paid time off/sick leave to the following year as if no change in employment occurred. Upon the beginning of the next benefit year, employees will begin accruing paid time off/sick leave in accordance with this Agreement.

- c. If an employee transitions from an Employer that frontloaded to another Employer that frontloads, the employee will not receive any additional paid time off/sick leave until the beginning of the next benefit year (because the employer has already received the full year's worth of paid time off/sick leave at the beginning of the year). Employees will maintain their paid time off/sick leave balances and be able to use paid time off/sick leave as if no change in employment occurred. In accordance with the rules above, employees will not carry over unused paid time off/sick leave at the end of the year but will receive a new frontloaded amount of paid time off/sick leave at the beginning of the next benefit year.
- d. If an employee transitions from an Employer that utilized the accrual method to an Employer than frontloads, the employee will receive a pro-rated amount of paid time off/sick leave upon beginning employment with the new Employer. The amount of paid time off/sick leave that the employee will receive upon beginning employment with the new Employer shall be the amount needed to comply with the annual . For example, if an employee had already accrued forty (40) hours of paid time off/sick leave during that year, the employee will not receive any additional time upon beginning employment with the new Employer. If the employee had not accrued any paid time off/sick leave during that year, the employee would receive forty (40) hours of paid time off/sick leave upon beginning employment with the new Employer. The employee's usage of paid time off/sick leave shall continue as if no change in employment occurred.
- e. When an Employer loses an account to another Employer, the outgoing Employer shall provide the incoming Employer with all relevant information regarding employees' accrual, use, carry over, and balance of paid time off/sick leave in a prompt and reasonable manner.

ARTICLE 15: BEREAVEMENT LEAVE

1. In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister, grandparent, grandchild, legal guardian, domestic partner shall be granted up to three (3) days paid leave. Vacation may be used with the Employer's approval. Leave must be coordinated through the employee's supervisor.

2. Employees who have to travel over 500 miles because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the paid leave provided for in Articles 13 and 14). Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date they will return to work.

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

ARTICLE 16: JURY DUTY

Employees shall receive leave and wages for days served performing jury duty, pursuant to applicable law. An Employee may be required to submit proof of jury duty and/or proof that they were paid for such service.

ARTICLE 17: WORKWEEK, OVERTIME, BREAKS

1. 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. A regularly scheduled full-time employee will be granted a minimum of one (1) day (24 consecutive hours) off in each workweek. This excludes emergencies, including but not limited to staffing shortages (i.e. "no-call, no-show"), voluntary opportunities as well as special events. Unless otherwise required by law, 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.

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

3. Work schedules for the following week will be made available to employees pursuant to the Employer's scheduling policy. The Employer may, with reasonable notice, change the schedule of any 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.

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

5. **Meal and Rest Periods:**

a. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty or when an on-the-job paid meal period is agreed to in a written agreement between the Employer and employee. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal period.

b. This valid collective bargaining agreement expressly provides for the wages, hours of work, and working conditions of employees, and expressly provides for meal periods for those employees, final and binding arbitration of disputes concerning application of its meal period provisions, premium wage rates for all overtime hours worked.

c. On-Duty Meal Periods: (for sites where employees take paid, on-duty meal breaks). The terms of the on-duty meal period are as follows:

- (1) For each normal work shift, designated Employees shall take a 30 minute, paid, on-duty meal period. On-duty meal periods shall be considered time worked. Employees shall be provided a place to take their meal periods. Employees shall not leave the work site during the 30 minute, paid, on-duty meal periods.

- (2) Employees who work longer than 10 hours in a work shift shall be entitled to a second 30 minute paid, on-duty meal period. The employees shall not leave the work site during that second 30 minute paid, on-duty meal period.
 - d. Off-Duty Meal Breaks (for sites where employees take unpaid, off-duty meal breaks.) The terms of the off-duty meal period are as follows:
 - (1) For each normal work shift, designated Employees shall take a 30 minute, unpaid, off-duty meal period. Off-duty meal periods shall not be considered time worked. Employees shall not perform any work and shall be allowed to leave the work site during the 30 minute, unpaid, off-duty meal period.
 - (2) To the extent that an employee works longer than 10 hours, they shall be entitled to a second 30 minute unpaid, off-duty meal period.
 - e. Rest Periods: Employees shall be provided a rest-period of not less than 10 consecutive minutes for each 4 hours worked (or major portion thereof) occurring as near as possible to the middle of the work period. For example, if employee begins work at 8 am, a rest period shall be provided as near as possible to 10 a.m.
 - f. Meal and Rest Period Report: If an employee misses a meal or rest period, within 72 hours, the employee shall complete a Meal and Rest Period Report, in writing, and provide to management. The Union and the Employer shall agree upon the form of the Meal and Rest Period Report. No employee shall be subjected to discipline, termination or other adverse action because they filed a Meal and Rest Period Report.
 - g. If any state or local law, regulation or wage order dealing with meal and/or rest periods provides more generous terms to the employee than are provided herein, the state or local law, regulation or wage order shall prevail.
6. The Employer will use good faith efforts to assign overtime hours available at a location to officers at that location who have expressed interest in working the overtime, subject to the needs of the business.
7. The Employer will not, as a matter of practice, change the employee's regular schedule by reducing the employee's hours for the sole purpose of reducing the employee's overtime pay in the same week.
8. To reduce the burden caused by mandatory overtime, the Employer will make reasonable efforts to:
- a. Seek volunteers before mandating overtime;
 - b. Avoid mandating any employee who has already worked mandatory overtime in the last three days;
 - c. Avoid splitting 11:00 pm to 7:00 am shifts if the employee being mandated is dependent on public transportation;
 - d. Follow inverse seniority when mandating is unavoidable.

If the Employer is unable, due to time constraints, to avail itself of the procedure set forth herein, the Employer may, in its discretion, fill the position by requiring the on-shift Employee to hold over until the least senior qualified Employee on the shift at the location is able to report to the applicable post and perform the work.

ARTICLE 18: JOB VACANCIES, TRANSFERS AND CAREER ADVANCEMENT

1. The Employer shall post at the Employer's facility regular bargaining unit job openings showing 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.

2. An employee who desires to change site location, work assignment or shift shall submit his/her name to the Employer indicating his/her desired shift, work assignment, location or geographic area and/or wage rate, as appropriate. The Employer shall provide a list of the names of the employees who have self-nominated to the Union upon request.

When a position arises at a location covered under this Agreement, the Employer shall give first consideration to the bargaining unit employees (full- or part-time) who have self-nominated in order of seniority whose request matches the open position, assuming that in the reasonable opinion of the Employer the employee is qualified, suitable, and available for work.

3. An employee who is placed in a regular full-time position pursuant to this procedure shall not be eligible to put his/her name on the list for a period of six (6) months.

4. 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) Any other required skills

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. For purposes of this Section job site shall include complexes as defined in Article 5.

ARTICLE 19: UNIFORMS

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

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

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

4. The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Uniforms shall include winter coats or other appropriate outerwear for employees whose posts or job duties require them to work or patrol outdoor areas. Only where the uniforms issued to the Employee require 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.

5. All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment. The Employer may not require deposits for uniforms.

6. It is recognized that the uniform is an important part of the image of the security industry and each Employer's brand. Uniforms shall be treated in a way that is consistent with maintaining this image and brand.

7. The Employer shall comply with applicable federal, state or local laws, ordinances, orders and regulations on PPE in the workplace.

ARTICLE 20: RETIREMENT

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

ARTICLE 21: CONTRACTOR TRANSITION

1. Whenever the Employer takes over the servicing of any job location, building or establishment covered by this agreement, the Employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Employer. If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand and not offer that employee employment. In the event the Employer elects to retain said employee, the Employer agrees to honor seniority for wage and benefit purposes, and shall not require the employee to serve a Probationary Period as described in Article 4 (probationary period).

2. The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee prior to the date of the takeover. Vacation payouts shall be made in a separate check from regular wages within 21 calendar days of the transition date and shall include vacation earned but not yet used for the current year and a prorated portion of vacation accrued for use the following year. The incoming Employer shall have no responsibility for wages and vacation accrued prior to takeover. Employees shall then begin to accrue vacation with the incoming employer and receive a prorated amount of vacation on the next vacation anniversary date.

3. Subject to the provisions of Article 5 (Seniority), when an incumbent officer is not hired by the new contractor, the outgoing Employer will place the employee in a job at another account or location

covered by this Agreement without loss of seniority or reduction in wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option or where the Employer has no other account vacancies, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the employer's suitability determination, to fill positions that become available within six (6) 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.

4. 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.

5. The Employer shall notify the Union, as soon as practicable, once it receives written cancellation of a covered account or job location.

6. New Non-Union Buildings

a. If after this Agreement has been executed, the Employer desires to bid, or is awarded a contract to provide security at a location that falls within the categories of facilities covered by this Agreement, but which otherwise was not subject to this Agreement under the last security contractor at that location, or in the event the Union organizes a site previously not covered by this Agreement, the Employer may phase in the wages and benefits required under this agreement as follows, provided the non-economic provisions of this Agreement shall apply to that particular building:

| | |
|--|--|
| 0 -12 months | Wages 80% of the minimum rates provided for in this Agreement |
| 12 months | Wages 90% of the minimum rates provided for in this Agreement |
| 24 months | Wages 100% of the minimum rates provided for in this Agreement |
| Union medical benefits commence 1 st January following 6 months after contractor transition effective date. | |

b. Any economic phase-in schedule agreed to by the parties shall not be deemed a violation of the Most Favored Nations provision as long as the phase-in schedule is extended to any other signatory Employer who performs work at that particular account. That schedule shall be reduced to writing and shall be provided to other Companies upon request. Any Employer who takes over a building where a phase-in schedule is already in effect, shall have the benefit of and be bound by that phase-in schedule.

7. If the Employer takes over a job subject to a Rider agreement with the Union providing less wages and benefits than provided herein, it may adopt the Rider with regard to economic terms applicable to that account or location, rather than applying the economic terms of this Agreement.

8. The successor Employer shall, subject to operational needs, permit an employee, upon two (2) weeks' notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon credible proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

9. Upon the Union's written request, an outgoing Employer shall provide to the Union within ten (10) business days from when the Union provides a written request, the names of all employees at the account or location immediately prior to the takeover, their wage rates, full or part-time status, dates of hire, and

seniority, except for any employees that are being transferred to another account or location before the transition.

10. 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 ten (10) business days prior to commencement of services at the account or location or within 5 days of being awarded the account covered by this agreement, whichever comes first.

ARTICLE 22: TRAINING/SRSP

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

2. Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.

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

4. On May 14, 2015, the Pittsburgh City Council passed the "Safe and Secure Building Act," which sets forth certain minimum safety and emergency preparedness training requirements for security officers working in certain types of properties within the city. The Act requires the certification of instructors by the Fire Bureau under standards to be established by the Fire Bureau and/or any implementing regulations which may be passed.

a. The Employer will comply with the terms of the Safe and Secure Building Act in one of two ways. The Employer may attempt on their own to meet the requirements of Section 410.5 (Certification of Training Schools and Instructors) of the Act and train employees directly, or it may become a participating Employer in the Building Services 32BJ Thomas Shortman Training, Scholarship and Safety Fund ("Training Fund") if the Training fund meets the requirements of Section 410.5 of the Act.

b. In the event the Employer chooses to comply with the Act on its own, it will certify to the Union its compliance and provide the Union with any and all information necessary to confirm that the required training has taken place and meets the standards contained in the Act.

c. In the event the Employer chooses not to conduct its own training or is unable to meet the requirements of Section 410.5 of the Act, the Employer will participate in the Training Fund as outlined in Section 5 below.

5. If the Employer chooses to participate in the Training Fund pursuant to section 4(c) above, it shall make contributions to the Building Services 32BJ Thomas Shortman Training, Scholarship and Safety Fund ("Training Fund") to cover employees covered by this Agreement with such benefits as may be determined by the Trustees of the Fund once the Training Fund has met the requirements of Section 410.5 (Certification of Training Schools and Instructors) under the Act.

a. Once the above precondition is satisfied by the Training Fund, the rate of contribution to the Training Fund shall be \$26.00 per month, commencing on the first day of the month

following certification, for each employee regularly scheduled to work at least 16 hours per week, payable when and how the Trustees determine.

- b. If the Employer fails to make required reports or payments to the Fund, 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 Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.
- c. 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.
- d. By agreeing to make the required payments into the Fund, 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 the Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement, and shall adopt such regulations as may be required to conform to applicable law.

6. Employers that do not contribute to the training fund will make ~~a~~ contributions based on the following schedule below to the 32BJ Supplemental Retirement Savings Plan (SRSP). This contribution shall commence on the first day of the month following the city's establishment of training certification standards and the Training Fund's meeting those standards, as set forth in Section 5 above.

The following schedule shall commence on the first day of the month following the city's establishment of training certification standards and the Training Fund's meeting those standards, as set forth in Section 5 above.

First of month following certification by Training Fund – five cents (\$0.05) per hour paid
12 months after initial contributions begin – ten cents (\$0.10) per hour paid
24 months after initial contributions begin – fifteen cents (\$0.15) per hour paid

Employers participating in the Training Fund shall not make such contributions.

7. In the event that the Safe and Secure Building Act is invalidated and all appeals have been exhausted, or the Act has been enjoined, before contributions to the Training Fund or SRSP plan have begun, the Employer will not be obligated to begin contributions to the Training Fund of the SRSP plan, provided however, that should the injunction be lifted, contributions shall begin within 14 days.

8. In the event that the Safe and Secure Building Act is invalidated and all appeals have been exhausted, or the Act has been enjoined, at any time after contributions to the Training Fund or SRSP plan have begun, the Employer's obligation to contribute to the Training Fund or SRSP plan will cease; provided however, that should the injunction be lifted contributions shall resume within 14 days.

9. There shall be no wait period for contributions to the Training or SRSP Funds.

10. 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.

11. 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.

12. 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.

ARTICLE 23: PAYROLL

1. Wages shall be paid in accordance with the Employer's regular payroll procedures. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay.

2. To the extent permitted by law, 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.

3. The Employer shall issue payroll no less frequently than semi-monthly or bi-weekly in the form of a check, direct deposit or debit card (whether a debit card is offered will be determined by the employer). There shall be no cost to employees.

ARTICLE 24: LEAVES OF ABSENCE

1. Once during the term of this Agreement, Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, if they have been employed for at least one (1) year. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.

2. 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.

3. Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 24.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may affect eligibility for vacation and health and welfare benefits.

4. The Employer agrees to comply with the provisions of applicable state and federal family leave laws.

5. All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

ARTICLE 25: UNION VISITATION

1. Where possible and barring the clients objection, the Employer shall permit the posting of Union bulletins at the Employer's premises and sites in designated areas, provided such bulletins do not disparage the Employer or the client.
2. 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 they want to visit. The Union shall not use public areas to circumvent the intent of this article in terms of providing otherwise required notice before meeting with employees on the clock.
3. Union Shop Stewards shall have reasonable freedom to perform their duties during non- working time provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation or the employee's performance of work, and there is no objection by the Employer's client. The Union shall notify the Employer in writing of names of all Stewards at the time of selection. Any change in Shop Stewards will also be communicated in writing to the Employer.

ARTICLE 26: 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 27: IMMIGRATION

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

ARTICLE 28: COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Employer and the Union, for the life of this Agreement,

each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

ARTICLE 29: 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.

ARTICLE 30: 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 or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained intent for purposes permissible by law and to agree on a revised provision that as closely as legally possible mirrors the purpose of such invalidated provision(s). If any provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

ARTICLE 31: 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 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 another Employer with respect to individual accounts as part of an appropriate transitional process of such account to unionization; provided however, that any Employer bound by this Master Agreement shall be entitled said more favorable terms and conditions in respect of such account; and provided further, that any Employer who becomes signatory to this agreement after the effective date will be required to immediately bid all new accounts within the scope of the Recognition article in compliance with all terms and conditions of this Agreement in their entirety, unless otherwise provided for herein.

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

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 7 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 covered by this Agreement at a particular location that would allow the Employer to be granted similar conditions as defined above.

ARTICLE 32: MAINTENANCE OF CONDITIONS

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

ARTICLE 33: DURATION

This Agreement shall take effect October 1, 2022 and shall expire midnight September 30, 2026.

Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days, but no more than ninety (90) days, prior to the expiration date of the Agreement. If neither party provides the other with such notice, this Agreement shall continue in full force and effect but may thereafter be terminated after the expiration date upon sixty (60) days' written notice from either party to the other.

Signature Page

S.E.I.U. LOCAL 32BJ

[EMPLOYER]

Signature

Signature

Name

Name

Title

Title

Date

Date

SIGNATURE PAGES
ON FILE
WITH UNION

APPENDIX A: EMPLOYEE FREE CHOICE PROCEDURE
FOR ALLIED UNIVERSAL AND SECURITAS

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.
2. The Employer agrees to remain neutral with respect to the unionization of their security officers by Local 32BJ at any account within the scope of this agreement. Neither the Employer nor its supervisors or representatives will take a position or make a statement in favor of, or opposed to, unionization by the Union. The neutrality letter attached hereto shall be the only communication from the Employer, its supervisors and representatives to its employees regarding unionization with the Union.
3. The Employer agrees (i) to circulate the attached neutrality letter on company letterhead to the covered employees and (ii) upon the Union's request to provide a list of the names, addresses, phone numbers, work locations and shifts of covered employees in the applicable market. The Employer shall update the list upon reasonable written request by Local 32BJ. All information provided to Local 32BJ shall be confidential and shall be used only for purposes of the Employee Free Choice Procedure.
4. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has joined or engaged in lawful activity in support of the Union. The Union shall not engage in strikes or other economic action, including picketing, in conjunction with its organizing efforts under this procedure, and its representatives will not coerce or threaten employees of the Employer, or make defamatory remarks about the Employer or their respective customers, in an effort to obtain authorization cards.
5. The Union may solicit authorization cards from employees, at the Union's expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees at customer locations while they are on duty, unless such areas are open to the general public.
6. Except as otherwise required, the Employer shall not voluntarily recognize any other union as the representative of its officers covered by this Agreement.
7. Any disputes regarding the formation, meaning or application of this agreement, shall first be discussed between the parties' designated representatives, and if not thereby resolved, shall, at the written request of either party, be submitted to expedited arbitration before a labor arbitrator selected through the American Arbitration Association. The decision of the Arbitrator shall be final and binding. Each party shall bear their own costs and fees but shall split equally the costs of the Arbitrator. The Arbitrator shall have full authority, including authority to order interim or final relief, as necessary to remedy any violations.
8. The Union must legally obtain authorization cards signed by greater than fifty percent of the bargaining unit employees. If the Union demonstrates to the Employer that a majority of the workers in the unit have signed cards authorizing the Union to represent them, the Employer shall recognize the Union as the exclusive collective bargaining representative as of the date of the Union's request for recognition.

APPENDIX B: EMPLOYEE FREE CHOICE PROCEDURE
FOR ALL OTHER CONTRACTORS

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.
2. The Employer agrees to remain neutral with respect to the unionization of their security officers by Local 32BJ at any account within the scope of this agreement. Neither the Employer nor its supervisors or representatives will take a position or make a statement in favor of, or opposed to, unionization by the Union. The neutrality letter attached hereto as Exhibit A shall be the only communication from the Employer, its supervisors and representatives to its employees regarding unionization with the Union.
3. The Employer agrees (i) to circulate the attached neutrality letter on company letterhead to the covered employees and (ii) upon the Union's request to provide a list of the names, addresses, phone numbers, work locations and shifts of covered employees in the applicable market. The Employer shall update the list upon reasonable written request by Local 32BJ. All information provided to Local 32BJ shall be confidential and shall be used only for purposes of the Employee Free Choice Procedure.
4. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has joined or engaged in lawful activity in support of the Union. The Union shall not engage in strikes (including but not limited to economic, unfair labor practices or sympathy strikes) or other economic action, including picketing, work stoppages or job action against the Employer in conjunction with its organizing efforts under this procedure, and its representatives will not coerce or threaten employees of the Employer, or make defamatory remarks about the Employer or their respective customers, in an effort to obtain authorization cards.
5. The Union may solicit authorization cards from employees, at the Union's expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees at customer locations while they are on duty, unless such areas are open to the general public.
6. Except as otherwise required, the Employer shall not voluntarily recognize any other union as the representative of its officers covered by this Agreement.
7. Any disputes regarding the formation, meaning or application of this agreement, shall first be discussed between the parties' designated representatives, and if not thereby resolved, If and the parties are unable to agree on whether a newly acquired account may lawfully be accreted to the bargaining unit, either party may submit the dispute to arbitration pursuant to the procedures set forth in Article 7, Section 2 below, provided that the arbitrator's authority shall be limited to deciding whether the Union is legally entitled to consider the new account at issue an accretion to the parties' bargaining unit, or whether NLRB case precedent prevents accretion of such a location under the circumstances of a given case. The decision of the Arbitrator shall be final and binding. Each party shall bear their own costs and fees but shall split equally the costs of the Arbitrator. The Arbitrator shall have full authority, including authority to order interim or final relief, as necessary to remedy any violations. .
8. Organizing shall occur on a customer account basis. The Union shall provide the Employer with at least thirty (30) days advance notice of the Union's intention to begin organizing efforts at a covered

account location. Upon the Union's written request, the Employer shall provide a current list, by account location, with the names addresses and telephone numbers of the Employer's covered employees at the account location, and the Employer shall distribute the statement of neutrality (Exhibit A) to the employees at the account location. Thereafter , the Employer shall provide the Union with updated employee lists on a monthly basis. The Union must legally obtain authorization cards signed by greater than fifty percent of the bargaining unit employees working at the account location at issue. If the Union demonstrates to the Employer that a majority of the workers in the account location at issue have signed cards authorizing the Union to represent them, the Employer shall recognize the Union as the exclusive collective bargaining representative as of the date of the Union's request for recognition. The Union shall not rely on an authorization card that has been revoked and no authorization card shall be dated more than one year before the Union presents the card to the Employer for verification under this Agreement. Upon request by either party, a mutually agreeable third party shall conduct a review of the names on the cards or petition, comparing the names to a current list of employees and verifying that signatures are authentic. The parties agree that the foregoing process shall be the sole and exclusive process for determining the Union's majority status and the Employer's obligation to bargain.

9. If the parties are unable to agree on whether a customer account acquired after the effective date of the parties' collective bargaining agreement ("CBA") may lawfully be accreted to an existing bargaining unit pursuant to Article 1, Section 1 of the CBA, either party may submit the dispute to arbitration pursuant to the procedures set forth in Article 7, Section 2 of the CBA, provided that the arbitrator's authority shall be limited to deciding whether the Union is legally entitled to consider the new account at issue an accretion to the parties' bargaining unit, or whether NLRB case precedent prevents accretion of such a location under the circumstances of a given case.

Appendix C:
Carnegie Museums

This Agreement is entered into between 3G Security Solutions (hereinafter “Employer”) and SEIU Local 32BJ (“Union”). The Employer and the Union agree that the following provisions shall apply at the Carnegie Museum locations in Pittsburgh, PA (“Museum”).

1. Temporary and event workers shall be excluded from this Agreement.
2. Employees hired for the Carnegie International Temporary Detail shall be excluded from this Agreement. If such an employee is offered employment at the Museum after the International, his/her seniority date shall be the initial date of hire with the Employer.
3. The employer shall endeavor to offer event work to available bargaining unit employees on a voluntary basis, but scheduling any and all event coverage for the museum will be done as best suited to meet business needs and will not be scheduled according to seniority.
4. Grandfathering of vacation for former Museum employees: All employees who as of the effective date of this Agreement are receiving more vacation time than required by Article 13 shall continue to receive such higher amounts.

Appendix D:
Pittsburgh Parking Authority Overtime

The Employer, AmGard, and the Union, SEIU Local 32BJ, are party to a Collective Bargaining Agreement covering certain employees employed at the Pittsburgh Parking Authority (“bargaining unit”). The Parties agree that overtime and additional work hours at the PPA garages will be scheduled in accordance with the guidelines set forth herein.

1. When additional hours or overtime are available, they will first be offered on a rotating basis in order of seniority to part-time employees for whom the additional hours would not result in overtime, and whose regular assignment/post is within the same garage where the assignment is to take place.
2. If no part-time employee within the garage accepts the assignment, it will be offered on a rotating basis in order of seniority to full-time employees whose regular assignment/post is within the same garage where the assignment is to take place.
3. If no one within the garage accepts the assignment, it will be offered on a rotating basis in order of unit-wide seniority to part-time members of the bargaining unit employed at other Parking Authority garages and for whom the additional hours would not result in overtime.
4. If the assignment still remains unfilled, it will be offered on a rotating basis in order of unit-wide seniority to all other members of the bargaining unit employed at other Parking Authority garages.
5. If an insufficient number of employees accepts the assignment, the Employer shall have the right to mandate the assignment to the least senior available employee in the bargaining unit.
6. To maintain the overtime rotation, the Employer will maintain a list of offers, acceptances and refusals, so that in each instance of such an assignment, it starts with the next employee in either the garage or unit who had not previously been offered overtime.
7. A failure to respond in a timely basis (i.e., within 15 minutes of the call or text) to a phone call or text message from management offering additional hours shall constitute a refusal to accept the assignment.
8. Additional hours will offered in increments of up to eight (8) at a time. For example, if the Employer is seeking coverage for an entire 40-hour week due to vacations or other absences, the additional hours will be offered in daily increments, following the rotational guidelines set forth herein, rather than as a single week-long block.

Appendix E:
Prevailing Wage Rider, Union Trust Building

Entered into by and between Allied Universal Security (the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the Union Trust Building located at 501 Grant Street in Pittsburgh, PA. The Employer and the Union are party to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement”), which shall apply in its entirety to the Union Trust Building except as modified herein.

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard I’s, shall be paid a minimum hourly wage of at least \$15.50 per hour effective October 1, 2020.

In the event that additional classifications of security employees are created at the Union Trust Building, the Employer shall provide notice to the Union and bargain with respect to the wage rate for the classification.

The Hourly Wage Rate for all Security officers shall be increased annually on October 1 by the greater of (a) the wage rates set annually pursuant to the City of Pittsburgh Prevailing Wage Ordinance or (b) the increases negotiated under the Pittsburgh Master.

2. Health and Welfare Benefits

All employees shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the Pittsburgh Prevailing Wage Ordinance (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022, Full-Time Employees shall have \$4.18 per hour deducted from their Health and Welfare fringe amount to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, Full-Time Employees are those employees who are regularly employed 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective October 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

Dependent Health Care Coverage shall be made available to employees at their expense in accordance with Article 11, Section 4 of the Pittsburgh Security Contractors Agreement.

B. Supplemental Retirement and Savings Fund.

The Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund ("SRSP") in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee initiated wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any) benefits set forth in Paragraph 2(A) above. By way of example, for a Full-Time Employee receiving health benefits, the January 2023 calculation shall be as follows:

| | |
|---|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - <u>Health Benefit Amount (\$4.41)</u> | |
| Remaining Amount | \$0.39 per hour |
| To be contributed to SRSP | |

In the event that an employee's monthly health and welfare fringe is insufficient to cover monthly medical premiums, the employer may make deductions from SRSP payments in subsequent payroll periods until such time as the medical premium deficiency is repaid. Part-time employees shall have their entire Hourly Benefit Amount contributed to the SRSP.

C. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Allegheny County Controller establishes an Hourly Benefit Amount pursuant to the Allegheny County Prevailing Wage Ordinance that is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

A. Holidays.

Employees shall receive eleven (11) paid holidays per year. If a Full-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Full-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

If a Part-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid holiday pay for the number of hours normally scheduled to work per day.

Part-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

The holidays observed shall be as follows:

- January 1st
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas.

B. Vacation.

All employees working at the Union Trust Building shall receive a minimum of two weeks' vacation per year after one (1) year of service. After five (5) years of service, employees shall receive a minimum of three weeks' vacation per year. After fifteen (15) years of service, employees shall receive a minimum of four weeks' vacation per year.

Appendix F:
Prevailing Wage Rider, Allegheny County Public Sites

Entered into by and between Allied Universal Security (the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the Allegheny County Department of Human Services and Municipal Courts locations in Allegheny County, PA (the “Allegheny County Public Sites”). The Employer and the Union are party to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement” or “Pittsburgh Master”), which shall apply in its entirety to the Allegheny County Public Sites except as modified herein.

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard I’s, shall be paid a minimum hourly wage of at least \$15.50 per hour effective October 1, 2022.

In the event that additional classifications of security employees are created at the Allegheny County Public Sites, the Employer shall provide notice to the Union and bargain with respect to the wage rate for the classification.

The Hourly Wage Rate for all Security officers shall be increased annually beginning on October 1, 2022 by the greater of (a) the wage rates set annually pursuant to the Allegheny County Prevailing Wage Ordinance or (b) the increases negotiated under the Pittsburgh Master.

2. Health and Welfare Benefits

All employees shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the Allegheny County Prevailing Wage Ordinance (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022, Full-Time Employees shall have \$4.18 per hour deducted from their Hourly Benefit Amount to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, Full-Time Employees are those employees who are regularly employed 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective October 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

Dependent Health Care Coverage shall be made available to employees at their expense in accordance with Article 11, Section 4 of the Pittsburgh Security Contractors Agreement.

Full-Time Employees who were employed at the Allegheny County Department of Human Services prior to January 1, 2016 and who previously declined health insurance coverage through the SEIU 32BJ Health Fund may continue to decline such coverage as set forth herein. Full-Time Employees who

were employed at the Allegheny County Municipal Courts and declined health insurance coverage through the SEIU 32BJ Health Fund prior to March 15, 2020 may continue to decline such coverage as set forth herein. Those Full-Time Employees who opted out (by demonstrating adequate health care coverage elsewhere) and did not elect health insurance coverage, shall not be eligible for health insurance and the Employer shall not make any contributions to the SEIU 32BJ Health Fund on their behalf. Only employees who can demonstrate adequate coverage elsewhere shall be permitted to decline coverage. The SEIU 32BJ Health Fund shall be responsible for administering any Employee opt-out along with obtaining all necessary information to confirm Employee coverage elsewhere. The Employer and the Union shall make reasonable efforts to assist the Fund. Employees who initially declined coverage will be required annually during the open enrollment period to demonstrate adequate coverage to opt out of health coverage provided herein. Employees who fail to do so will be automatically enrolled in the health plan. Full-Time Employees who declined health coverage and demonstrate adequate coverage elsewhere pursuant to this section will receive a cash payment in lieu of health coverage.

Part-Time Employees (defined as Employees who regularly work less than 30 hours per week) shall not be eligible for health care coverage. Part-Time Employees shall have the entire Hourly Benefit Amount contributed to their SRSP as set forth in Paragraph 2(B) below.

The Parties agree that (1) if the Hourly Benefit Amount in effect pursuant to the Allegheny County Prevailing Wage Ordinance is insufficient to fund the health benefits described above, or (2) the Allegheny County Controller establishes new wage or fringe benefit rates pursuant to the Allegheny County Prevailing Wage Ordinance, this Rider shall re-open upon written notice from one party to the other.”

B. Supplemental Retirement and Savings Fund.

The Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund (“SRSP”) in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee-initiated wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any) benefits set forth in Paragraph 2(A) above. By way of example, for a Full-Time Employee receiving health benefits, the January 1, 2023 calculation shall be as follows:

| | |
|---------------------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| <u>Health Benefit Amount (\$4.41)</u> | |
| Remaining Amount | \$0.39 per hour |
| To be contributed to SRSP | |

In the event that an employee’s monthly health and welfare fringe is insufficient to cover monthly medical premiums, the employer may make deductions from SRSP payments in subsequent payroll periods until such time as the medical premium deficiency is repaid. Part-time employees shall have their entire Hourly Benefit Amount contributed to the SRSP.

C. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Allegheny County Controller establishes an Hourly Benefit Amount pursuant to the Allegheny County Prevailing Wage Ordinance that is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

A. Holidays.

Employees shall receive eleven (11) paid holidays per year. If a Full-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Full-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

If a Part-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid holiday pay for the number of hours normally scheduled to work per day. Part-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

The holidays observed shall be as follows:

- January 1st
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas.

B. Vacation.

All employees working at the Allegheny County Public Sites shall receive a minimum of two weeks' vacation per year after one (1) year of service. After five (5) years of service, employees shall receive a minimum of three weeks' vacation per year. After fifteen (15) years of service, employees shall receive a minimum of four weeks' vacation per year.

Appendix G:
Prevailing Wage Rider, City County Building

Entered into by and between St. Moritz Security Services, Inc. (the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the City County Building and Police Academy in Pittsburgh, PA (the “City of Pittsburgh Public Sites”). The Employer and the Union are parties to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement”), which shall apply in its entirety to the City of Pittsburgh Public Sites except as modified herein. The Employer and the Union, intending to be legally bound, agree as follows:

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard I’s, shall be paid a minimum hourly wage of at least \$15.50 per hour effective October 1, 2022.

In the event that additional classifications of security employees are created at the City of Pittsburgh Public Sites, the Employer shall provide notice to the Union and bargain with respect to the wage rate for the classification.

The Hourly Wage Rate for all Security Officers shall be increased annually beginning on October 1, 2022 by the greater of (a) the wage rates set annually pursuant to the City of Pittsburgh Prevailing Wage Ordinance or (b) the increases negotiated under the Pittsburgh Security Contractors Agreement.

2. Health and Welfare Benefits

All Security Officers shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the City of Pittsburgh Prevailing Wage Ordinance (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022, Full-Time Employees who did not decline health insurance coverage in accordance with Section 2.D below, shall have \$4.18 per hour deducted from their Hourly Benefit Amount to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, “Full-Time Employees” are those employees who are regularly scheduled to work 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective October 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

“Part-Time Employees” (defined as employees who are regularly scheduled to work less than 30 hours per week) shall not be eligible for health care coverage. Part-Time Employees who were employed at a City of Pittsburgh Public Site on or before July 1, 2016 shall receive an hourly benefit supplement in the form of a wage supplement (hereinafter “wage supplement”) in lieu of health care coverage. Part-Time Employees who become employed at a City of Pittsburgh Public Site after July 1, 2016 shall not receive a wage supplement but shall instead have the entire amount

contributed to the Building Services 32BJ Legal Services Fund (“Legal Fund”) and the 32BJ Supplemental Retirement Savings Plan (“SRSP”) as set forth in Paragraphs 2(B) and 2(C) below.

Dependent Health Care Coverage shall be made available to Full-Time Employees who elect such coverage at their expense in accordance with Article 11, Section 3 of the Pittsburgh Security Contractors Agreement.

B. 32BJ Legal Services Fund

The Employer shall make contributions to the Building Service 32BJ Legal Services Fund (“Legal Fund”) to provide employees with such benefits as may be determined by the Fund. The rate of contribution to the Legal Fund shall be \$.11 per hour, which shall be deducted from each employee’s Hourly Benefit Amount.

C. Supplemental Retirement and Savings Fund.

The Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund (“SRSP”) in accordance with the terms and conditions of such Fund, as it may be amended.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any) and legal benefits set forth in Paragraph 2(A) and 2(B) above. By way of example, for a Full-Time Employee receiving health benefits, the 2023 calculation shall be as follows:

| | |
|----------------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - Health Benefit Amount | (\$4.41) |
| - <u>Legal Benefit Deduction</u> | <u>(\$0.11)</u> |
| Remaining Amount | \$0.28 per hour |
| To be contributed to SRSP | |

Part-time Employees shall have their entire Hourly Benefit Amount contributed to the SRSP after funding the Legal benefits set forth above.

D. Health Insurance Opt-Out

Full-Time Employees who were employed at the Pittsburgh Public Sites prior to June 30, 2016 and who previously declined health insurance coverage through the SEIU 32BJ Health Fund may continue to decline such coverage as set forth herein. Those Full-Time Employees who have opted out (by demonstrating adequate health care coverage elsewhere) and did not elect health insurance coverage, shall not be eligible for health insurance, and the Employer shall not make any contributions to the SEIU 32BJ Health Fund on their behalf. Only employees who can demonstrate adequate coverage elsewhere shall be permitted to decline coverage. The SEIU 32BJ Health Fund shall be responsible for administering any Employee opt-out along with obtaining all necessary information to confirm Employee coverage elsewhere. The Employer and the Union shall make reasonable efforts to assist the Fund. Employees who declined coverage will be required annually during the open enrollment period to demonstrate adequate coverage to opt out of health coverage provided herein. Employees who fail to do so will be automatically enrolled in the health plan.

Employees opting out of health insurance coverage shall continue to receive an Hourly Benefit Amount of \$4.27 as a wage supplement. All future increase in the Hourly Benefit Amount will not be added to their wage supplement but will instead be distributed in accordance with paragraphs 2(C) above. Employees opting out of health coverage shall not be eligible for legal benefits. As of the effective date of this agreement, the Hourly Benefit Amount shall therefore be administered as follows for employees opting out of health insurance coverage:

| | |
|---------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - <u>Wage Supplement</u> | <u>(\$4.27)</u> |
| Remaining Amount | \$0.53 per hour |
| To be contributed to SRSP | |

Full-time Employees hired after June 30, 2016 and employees who become full-time after June 30, 2016 may not decline health insurance coverage.

E. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Pittsburgh Controller establishes an Hourly Benefit Amount pursuant to the City of Pittsburgh Prevailing Wage Ordinance that is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

A. Holidays.

Employees shall receive eleven (11) paid holidays per year. If a Full-Time Employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Full-Time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

If a Part-Time Employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid holiday pay for the number of hours normally scheduled to work per day. Part-Time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

The holidays observed shall be as follows:

January 1st
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Juneteenth
July 4th

Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas.

B. Vacation.

After one (1) year of service, employees working at the City of Pittsburgh Public Sites shall receive a minimum of two weeks' vacation per year. After five (5) years of service, employees shall receive a minimum of three weeks' vacation per year. After fifteen (15) years of service, employees shall receive a minimum of four weeks' vacation per year.

Appendix H:
Prevailing Wage Rider, PWSA

Entered into by and between St. Moritz Security Services, Inc. and Homeland Intelligence Protective Services (each, the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the Pittsburgh Water and Sewer Authority account in Pittsburgh, PA (“PWSA”). The Employer and the Union are party to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement”), which shall apply in its entirety to the PWSA except as modified herein.

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard I’s, shall be paid a minimum hourly wage of at least \$15.50 per hour effective October 1, 2022.

In the event that additional classifications of security employees are created at the PWSA Site, the Employer shall provide notice to the Union and bargain with respect to the wage rate for the classification.

The Hourly Wage Rate for all Security officers shall be increased annually beginning on October 1, 2022 by the greater of (a) the wage rates set annually pursuant to the City of Pittsburgh Prevailing Wage Ordinance or (b) the increases negotiated under the Pittsburgh Master.

2. Health and Welfare Benefits

All employees shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the City of Pittsburgh Prevailing Wage Ordinance (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022 Full-Time Employees shall have \$4.18 per straight time hour paid deducted from their Health and Welfare fringe amount, to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, Full-Time Employees are those employees who are regularly employed 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective October 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

Dependent Health Care Coverage shall be made available to employees at their expense in accordance with Article 11, Section 4 of the Pittsburgh Security Contractors Agreement.

B. 32BJ Legal Services Fund

Effective April 1, 2020, the Employer shall make contributions to the Building Service 32BJ Legal Services Fund (“Legal Fund”) to provide employees with such benefits as may be determined by the Fund. The rate of contribution to the Legal Fund shall be \$.11 per hour, which shall be deducted from each employee’s Hourly Benefit Amount.

C. Supplemental Retirement and Savings Fund.

Effective April 1, 2020, the Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund (“SRSP”) in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any) and legal benefits set forth in Paragraph 2(A) and 2(B) above. By way of example, for a Full-Time Employee receiving health benefits, the 2023 calculation shall be as follows:

| | |
|---------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - Health Benefit Amount | (\$4.41) |
| - Legal Benefit Deduction | (\$0.11) |
| Remaining Amount | \$0.28 per hour |
| To be contributed to SRSP | |

In the event that an employee’s monthly health and welfare fringe is insufficient to cover monthly medical premiums, the employer may make deductions from SRSP payments in subsequent payroll periods until such time as the medical premium deficiency is repaid. Part-time employees shall have their entire Hourly Benefit Amount contributed to the SRSP after funding the Legal benefits set forth above.

D. Health Insurance Opt-Out

Full-Time Employees hired prior to May 1, 2020 shall have a one-time option to decline coverage through the SEIU 32BJ Health Fund and must have declined such coverage in writing on or before June 26, 2020. Full-time employees who did not opt out on or before June 26, 2020 will automatically be enrolled in the health plan and the Employer shall make monthly deductions from their Hourly Benefit Amount in accordance with the preceding paragraph. Those Full-Time Employees who opt out (by demonstrating adequate health care coverage elsewhere) and do not elect health insurance coverage, shall not be eligible for health insurance, legal fund or SRSP benefits, and the Employer shall not make any contributions to the SEIU 32BJ Fund on their behalf. Only employees who can demonstrate adequate coverage elsewhere shall be permitted to decline coverage. The SEIU 32BJ Health Fund shall be responsible for administering any Employee opt-out along with obtaining all necessary information to confirm Employee coverage elsewhere. The Employer and the Union shall make reasonable efforts to assist the Fund. Employees who declined coverage will be required annually during the open enrollment period to demonstrate adequate coverage to opt out of health coverage provided herein. Employees who fail to do so will be automatically enrolled in the health plan.

E. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Hourly Benefit Amount is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

A. Holidays.

Employees shall receive eleven (11) paid holidays per year. If a Full-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Full-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

If a Part-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid holiday pay for the number of hours normally scheduled to work per day. Part-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

The holidays observed shall be as follows:

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

B. Vacation.

After one (1) year of service, employees working at the PWSA Sites shall receive a minimum of two weeks' vacation per year. After five (5) years of service, employees shall receive a minimum of three weeks' vacation per year. After fifteen (15) years of service, employees shall receive a minimum of four weeks' vacation per year.

Appendix I:
Prevailing Wage Rider, Pittsburgh Parking Authority

Entered into by and between Am-Gard Security (the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the Pittsburgh Parking Authority in Pittsburgh, PA (the “Parking Authority Sites”). The Employer and the Union are party to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement”), which shall apply in its entirety to the Parking Authority Sites except as modified herein.

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard I’s, shall be paid a minimum hourly wage of at least \$15.50 per hour effective October 1, 2022.

In the event that additional classifications of security employees are created at the Parking Authority Sites, the Employer shall provide notice to the Union and bargain with respect to the wage rate for the classification.

The Hourly Wage Rate for all Security officers shall be increased annually beginning on October 1, 2022 by the greater of (a) the wage rates set annually pursuant to the City of Pittsburgh Prevailing Wage Ordinance or (b) the increases negotiated under the Pittsburgh Master.

2. Health and Welfare Benefits

All employees shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the City of Pittsburgh Prevailing Wage Ordinance (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022, Full-Time Employees shall have \$4.18 per hour deducted from their Health and Welfare fringe amount to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, Full-Time Employees are those employees who are regularly employed 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective January 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

Dependent Health Care Coverage shall be made available to employees at their expense in accordance with Article 11, Section 4 of the Pittsburgh Security Contractors Agreement.

B. 32BJ Legal Services Fund

The Employer shall make contributions to the Building Service 32BJ Legal Services Fund (“Legal Fund”) to provide employees with such benefits as may be determined by the Fund. The rate of contribution to the Legal Fund shall be \$.11 per hour, which shall be deducted from each employee’s Hourly Benefit Amount.

C. Supplemental Retirement and Savings Fund.

The Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund (“SRSP”) in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any), training, and legal benefits set forth in Paragraph 2(A) and 2(B) above. By way of example, for a Full-Time Employee receiving health benefits, the 2023 calculation shall be as follows:

| | |
|---------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - Health Benefit Amount | (\$4.41) |
| - Legal Benefit Deduction | (\$0.11) |
| Remaining Amount | \$0.28 per hour |
| To be contributed to SRSP | |

In the event that an employee’s monthly health and welfare fringe is insufficient to cover monthly medical premiums, the employer may make deductions from SRSP payments in subsequent payroll periods until such time as the medical premium deficiency is repaid. Part-time employees shall have their entire Hourly Benefit Amount contributed to the SRSP after funding the Training and Legal benefits set forth above.

D. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Pittsburgh Controller establishes an Hourly Benefit Amount pursuant to the Pittsburgh Prevailing Wage Ordinance that is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

A. Holidays.

The following holidays days shall be recognized and observed on the date on which they are observed by City of Pittsburgh or Allegheny County: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

All of the above holidays shall be paid holidays. If a Full-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Full-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

If a Part-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid holiday pay for the number of hours normally scheduled to work per day. Part-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

B. Vacation.

After one (1) year of service, employees working at the Parking Authority Sites shall receive a minimum of two weeks' vacation per year. After five (5) years of service, employees shall receive a minimum of three weeks' vacation per year. After fifteen (15) years of service, employees shall receive a minimum of four weeks' vacation per year.

Appendix J:
Prevailing Wage Rider, Allegheny County Airport Authority

Entered into by and between ACTS Aviation (the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the Pittsburgh International Airport in Pittsburgh, PA (the “Airport”). The Employer and the Union are party to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement”), which shall apply in its entirety to the Airport except as modified herein.

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard II’s, shall be paid minimum hourly wages in accordance with the Allegheny County Service Worker Prevailing Wage Ordinance. Employees hired after execution of this Rider Agreement shall be entitled to the next scheduled wage rate increase occurring after six months of continuous employment.

In the event that additional classifications of security employees are created at the Airport, the Employer shall provide notice to the Union and bargain with respect to the wage rate for the classification.

The Hourly Wage Rate for all Security officers shall be increased annually by the greater of (a) the wage rates set annually pursuant to the Allegheny County Prevailing Wage Ordinance or (b) the increases negotiated under the Pittsburgh Master.

2. Health and Welfare Benefits

All employees shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the Allegheny County Prevailing Wage Ordinance (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022, Full-Time Employees shall have \$4.18 per straight time hour paid deducted from their Health and Welfare fringe amount, to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, Full-Time Employees are those employees who are regularly employed 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective October 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

Dependent Health Care Coverage shall be made available to employees at their expense in accordance with Article 11, Section 4 of the Pittsburgh Security Contractors Agreement.

B. 32BJ Legal Services Fund

The Employer shall make contributions to the Building Service 32BJ Legal Services Fund (“Legal Fund”) to provide employees with such benefits as may be determined by the Fund. The rate of contribution to the Legal Fund shall be \$.11 per hour, which shall be deducted from each employee’s Hourly Benefit Amount.

C. Supplemental Retirement and Savings Fund.

The Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund (“SRSP”) in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any), training, and legal benefits set forth in Paragraph 2(A) and 2(B) above. By way of example, for a Full-Time Employee receiving health benefits, the 2023 calculation shall be as follows:

| | |
|---------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - Health Benefit Amount | (\$4.41) |
| - Legal Benefit Deduction | (\$0.11) |
| Remaining Amount | \$0.28 per hour |
| To be contributed to SRSP | |

In the event that an employee’s monthly health and welfare fringe is insufficient to cover monthly medical premiums, the employer may make deductions from SRSP payments in subsequent payroll periods until such time as the medical premium deficiency is repaid. Part-time employees shall have their entire Hourly Benefit Amount contributed to the SRSP after funding the Training and Legal benefits set forth above.

D. Health Insurance Opt-Out

Full-Time Employees who were employed at the Pittsburgh International Airport prior to April 2019 and who previously declined health insurance coverage through the SEIU 32BJ Health Fund may continue to decline such coverage as set forth herein. Those Full-Time Employees who have opted out (by demonstrating adequate health care coverage elsewhere) and did not elect health insurance coverage, shall not be eligible for health insurance, and the Employer shall not make any contributions to the SEIU 32BJ Health Fund on their behalf. Only employees who previously opted out and who can demonstrate adequate coverage elsewhere shall be permitted to decline coverage. The SEIU 32BJ Health Fund shall be responsible for administering any Employee opt-out along with obtaining all necessary information to confirm Employee coverage elsewhere. The Employer and the Union shall make reasonable efforts to assist the Fund. Employees who declined coverage will be required annually during the open enrollment period to demonstrate adequate coverage to opt out of health coverage provided herein. Employees who fail to do so will be automatically enrolled in the health plan.

Employees opting out of health insurance coverage shall have the healthcare portion of their hours benefit supplement contributed to the Supplemental Retirement Savings plan. As of the effective date of this agreement, the Hourly Benefit Amount shall therefore be administered as follows for employees opting out of health insurance coverage:

| | |
|---------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - Legal Benefit Deduction | (\$0.11) |
| Remaining Amount | \$4.69 per hour |
| To be contributed to SRSP | |

E. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Allegheny County Controller establishes an Hourly Benefit Amount pursuant to the Prevailing Wage Ordinance that is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

A. Holidays and Jury Duty

Employees shall receive eleven (11) paid holidays per year. The holidays prescribed by the ACAA shall be recognized and observed on the date on which they are observed by the City of Pittsburgh or Allegheny County.

All of the ACAA holidays shall be paid holidays. If a Full-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid straight-time holiday pay. Full-time Employees who work the holiday shall be paid time and one half as compensation for both hours worked and holiday pay.

If a Part-time employee's worksite or post is closed due to the observance of the holiday, the employee shall be paid holiday pay for the number of hours normally scheduled to work per day. Part-time Employees who work the holiday shall be paid time and one-half for hours worked on the holiday.

Employees called to jury duty shall document their service on a jury. The Company shall pay the employees normal wage based on the schedule in effect immediately before their jury duty, for up to ten workdays of pay, less any compensation received by the employee for serving on the jury.

The holidays observed shall be as follows:

- January 1st
- Martin Luther King Jr. Day
- Presidents Day
- Memorial Day
- Juneteenth
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas.

B. Vacation.

After one (1) year of service, employees working at the ACAA shall receive a minimum of two weeks' vacation per year. After five (5) years of service, employees shall receive a minimum of three weeks' vacation per year. After fifteen (15) years of service, employees shall receive a minimum of four weeks' vacation per year.

4. Temporary Reductions in Service Hours, Overtime and Filling Vacant Posts

In the event of seasonal or temporary reductions in service hours required by the customer at the International Flight posts, work hours of all employees assigned to those posts shall be reduced to 32 hours per week until all available hours have been allocated. If there is insufficient work to support all current employees with a 32 hour per week schedule, employees shall be laid off in inverse order of seniority, unless the Union and Company agree to offer shifts of less than 32 hours in lieu of layoffs. During the period of temporary service reduction, open shifts due to vacation, holiday, sickness, excused and unexcused absences (where notice of the absence is received at least eight (8) hours prior to commencement of the shift) shall be offered on a rotating basis in order of seniority until each employee has the opportunity to work 40 hours per week. Overtime, if necessary, shall be offered on the basis of seniority once all employees have had an opportunity to bid on straight time work. The Employer and the Union agree that either party may, with 15 days' written notice to the other, re-open this Agreement for the sole and exclusive purpose of renegotiating this paragraph regarding reductions in service hours.

Where shifts cannot be filled with security officers working their regular schedule and where there are insufficient volunteers for additional hours or overtime, the employer may mandate that employees work open shifts. Where the employer has less than four (4) hours' notice that a post will be vacant, the Employer may require a security officer to remain on post for up to four additional hours until relief can be secured. In situations where the Employer has more than four (4) hours of notice that a shift will be uncovered and no other security officer has volunteered to work additional hours, the Employer may require employees to work additional hours, selecting available employees in inverse order of seniority.

This Section shall not apply to reductions in force in the outdoor security gates, which shall be governed by the Pittsburgh Security Contractors Agreement.

Appendix K:
Prevailing Wage Rider, US Postal Service

Entered into by and between Prosegur Services Group (the “Employer”) and Service Employees International Union, Local 32BJ (“Union”) covering security officers of the Employer employed at the United States Postal Service Main Branch located at 1001 California Avenue in Pittsburgh, PA (the “Pittsburgh Post Office”). The Employer and the Union are party to a Collective Bargaining Agreement (“Pittsburgh Security Contractors Agreement”), which shall apply in its entirety to the Pittsburgh Post Office except as modified herein.

1. Hourly Wage Rate for Security Officers.

All unarmed Security Officers, also known as Guard I’s, shall be paid minimum hourly wages in accordance with the schedule below. The Hourly Wage Rate for all Security officers shall be increased annually by the following amounts or to the effective wage rate listed below, whichever is greater:

| <u>Effective Date</u> | <u>Minimum Rate</u> | <u>Minimum Wage Increase</u> |
|-----------------------|---------------------|------------------------------|
| October 1, 2022 | \$18.00 per hour | \$1.00 per hour |
| October 1, 2023 | \$18.75 per hour | \$0.75 per hour |
| October 1, 2024 | \$19.50 per hour | \$0.75 per hour |
| October 1, 2025 | \$20.25 per hour | \$0.75 per hour |

If the parties desire to set wages that are higher than those listed above, they parties may re-open this Agreement on an annual basis for the sole and exclusive purpose of negotiating additional wage increases.

2. Health and Welfare Benefits

All employees shall receive health and welfare benefits with a value of \$4.80 per hour paid, up to a maximum of 40 hours per week, in accordance with the health and welfare fringe benefit amount established pursuant to the Employer’s Agreement with the United States Postal Service (the “Hourly Benefit Amount”), which shall be paid as set forth below.

A. Health Benefits.

Effective October 1, 2022 Full-Time Employees shall have \$4.18 per straight time hour paid deducted from their Health and Welfare fringe amount, to fund health insurance coverage through the SEIU 32BJ Health Fund. For the purposes of this Paragraph, Full-Time Employees are those employees who are regularly employed 30 or more hours per week. There shall be no waiting period for eligibility or employer payment. The amount to be deducted for health insurance coverage shall increase as follows:

| | |
|---------------------------|-----------------|
| Effective October 1, 2022 | \$4.18 per hour |
| Effective January 1, 2023 | \$4.41 per hour |
| Effective January 1, 2024 | \$4.64 per hour |
| Effective January 1, 2025 | TBD |
| Effective January 1, 2026 | TBD |

Dependent Health Care Coverage shall be made available to employees at their expense in accordance with Article 11, Section 4 of the Pittsburgh Security Contractors Agreement.

B. 32BJ Legal Services Fund

Effective April 1, 2020, the Employer shall make contributions to the Building Service 32BJ Legal Services Fund ("Legal Fund") to provide employees with such benefits as may be determined by the Fund. The rate of contribution to the Legal Fund shall be \$.11 per hour, which shall be deducted from each employee's Hourly Benefit Amount.

C. Supplemental Retirement and Savings Fund.

Effective April 1, 2020, the Employer shall participate in the Building Service 32BJ Supplemental Retirement and Savings Fund ("SRSP") in accordance with the terms and conditions of such Fund, as it may be amended, at no cost to the Employer.

The Employer shall make contributions to the SRSP to cover employees covered by this Agreement with Employer contributions, as well as tax exempt employee wage deferrals as provided by the plan and/or plan rules and payable how and when the Trustees determine.

The Employer shall contribute to the SRSP on behalf of all Employees whatever portion of the Hourly Benefit Amount remains after funding the health (if any) and legal benefits set forth in Paragraph 2(A) and 2(B) above. By way of example, for a Full-Time Employee receiving health benefits, the 2023 calculation shall be as follows:

| | |
|---------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - Health Benefit Amount | (\$4.41) |
| - Legal Benefit Deduction | (\$0.11) |
| Remaining Amount | \$0.28 per hour |
| To be contributed to SRSP | |

In the event that an employee's monthly health and welfare fringe is insufficient to cover monthly medical premiums, the employer may make deductions from SRSP payments in subsequent payroll periods until such time as the medical premium deficiency is repaid. Part-time employees shall have their entire Hourly Benefit Amount contributed to the SRSP after funding the Legal benefits set forth above.

D. Health Insurance Opt-Out

Full-Time Employees who were employed at the Pittsburgh Post Office as of March 2020 had a one-time option to decline coverage through the SEIU 32BJ Health Fund in writing on or before March 20, 2020. Full-time employees who do not opt out on or before March 20, 2020 will automatically be enrolled in the health plan, and the Employer shall make monthly deductions from their Hourly Benefit Amount in accordance with the preceding paragraph. Those Full-Time Employees who opted out (by demonstrating adequate health care coverage elsewhere) and did not elect health insurance coverage, shall not be eligible for health insurance, and the Employer shall not make any contributions to the SEIU 32BJ Health Fund on their behalf. Only employees who can demonstrate adequate coverage elsewhere shall be permitted to decline coverage. The SEIU 32BJ Health Fund shall be responsible for administering any Employee opt-out along with obtaining all necessary information to confirm Employee coverage elsewhere. The Employer and the Union shall make reasonable efforts to assist the Fund. Employees who declined coverage will be required annually during the open enrollment period to demonstrate adequate coverage to opt

out of health coverage provided herein. Employees who fail to do so will be automatically enrolled in the health plan.

Employees opting out of health insurance coverage shall have the healthcare portion of their hours benefit supplement contributed to the Supplemental Retirement Savings plan. As of the effective date of this agreement, the Hourly Benefit Amount shall therefore be administered as follows for employees opting out of health insurance coverage:

| | |
|----------------------------------|-----------------|
| Hourly Benefit Amount: | \$4.80 |
| - <u>Legal Benefit Deduction</u> | <u>(\$0.11)</u> |
| Remaining Amount | \$4.69 per hour |
| To be contributed to SRSP | |

E. Future increases in Benefit Cost or Hourly Benefit Amount

The parties agree that if the Hourly Benefit Amount is insufficient to fund the benefits described above, this Rider shall re-open upon written notice from one party to the other. Otherwise, increases in the Hourly Benefit Amount shall be distributed as described above.

In the event that the Fund determines that the hourly rates for health insurance set forth herein are insufficient to cover the monthly premiums set by the Trustees, the Trustees may increase the hourly rates for the succeeding year to the amount they deem necessary to support the health benefits. The hourly SRSP contribution rate shall be reduced by the same amount as any such increase so that the Hourly Benefit Amount will remain the same.

3. Time Off

C. Holidays.

Employees shall receive the following eleven (11) paid holidays per year:

New Years Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Juneteenth
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day.

If a Full-time or part-time employee is off on any of the observed holidays, the employee shall be paid straight-time holiday pay. Full-time or Part-time Employees who work the holiday shall be paid straight time holiday pay in addition to their wages for hours worked on the holiday.

D. Vacation.

All employees working at the Pittsburgh Post Office shall receive vacation as follows:

Beginning January 1 through February 28 of each calendar year, Employees shall submit vacation requests. Where the Employer cannot honor all requests, the Employer shall schedule the most senior employees first. The Employer will honor requests submitted after February 28th on an ad hoc basis. Vacation requests will not be unreasonably denied.

Employees shall receive the following paid vacation allotments benefits upon their anniversary, to be used prior to their following anniversary.

| <u>Years of Service</u> | <u>Paid Vacation</u> |
|--------------------------------|-----------------------------|
| 1 year or more | 2 weeks |
| 5 years or more | 3 weeks |
| 15 years or more | 4 weeks |

Vacation for part-time employees shall be pro-rated based on the total number of hours paid in the 52 week period prior to their anniversary divided by 2080.

An employee who has been in service of an employer for more than one (1) year and whose employment is terminated shall receive a pro-rated vacation upon his/her resignation or termination for any cause other than proven theft or admitted criminal acts committed while on duty, abandonment of post, or acts or omissions which lead to serious damage to client property. This shall take into account the employee's accrued vacation, if any, and the period worked since the first anniversary date of employment compared with the vacation to which the employee would be entitled if the employee worked the entire year.