

# **ATTACHMENT C**

**Collective Bargaining Agreement and Rider Agreement**

**2012 Washington D.C. Security Contractors  
Agreement**

**Between**

**AlliedBarton Security Services LLC**

**And**

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

**Effective**

**July 1, 2012 through April 15, 2016**

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## Article 1: Recognition

- 1.1** (a) This Agreement shall apply to all full-time and regular part-time security officers (“Security Employees”) employed at or assigned to the locations in Washington D.C. defined in (b) below, excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act. Supervisors herein shall include shift supervisors.
- (b) This Agreement shall apply to Security Officers employed or assigned to: (i) multi-tenant commercial office buildings of at least 100,000 square feet of commercial leased space and no single tenant or user (including any affiliate of such tenant) occupies in excess of 60% of the actual leased and rented space, (ii) single-tenant commercial office buildings where the Union represents employees who perform cleaning or other building services, (iii) public facilities, public arenas, convention centers and similar facilities operated by state and/or local authorities, (iv) buildings and facilities operated by any Federal agency or entity and subject to the Service Contract Act, and (v) Contracts covering transit (i.e. bus, rail); (vi) higher education sites, (vii) tenant security where the security in the base building is provided by a signatory employer; (viii) healthcare facilities where a union represents a substantial portion of employees, (ix) museums and other similar cultural institutions (x) other buildings or facilities that the Union and Employer agree will be covered by the Agreement; except that economic terms and conditions at buildings or facilities other than office buildings as defined in paragraph 6(A) of D.C. Official Code § 32-1002 shall be set forth in Riders applicable to each such building or facility. Notwithstanding the foregoing, and unless otherwise provided in this Agreement, if the Union becomes the representative of employees who perform cleaning or other building services at a single-tenant commercial office building that is not currently a covered location, the Agreement shall apply at that building as of the date the Union is recognized or certified as the bargaining representative of such other building service employees.
- (c) Effective January 1, 2013, Security Officers employed by the Employer for sites that are owned or controlled by the Airport Authority or sites owned or controlled by airline carriers or contracts directly with the Airport Authority or airline carriers shall be at Washington Reagan National Airport, Baltimore Washington International Airport, or Washington Dulles Airport
- 1.2** The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short terms events) for up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent.
- 1.3** The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above.

- 1.4 Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, hours of employment, present wage rates, telephone number, and job classification of each employee working at the locations subject to this Agreement.
- 1.5 The Employer shall, within thirty (30) days of hire, notify the Union in writing of the name, home address, telephone number, work location, job classification, part-time/full-time status, and wage rate of each new employee engaged by the Employer subject to this Agreement.
- 1.6 Immediately upon notification that the Employer has become a service provider at a new location, the Employer shall notify the Union in writing, sent by facsimile to the Union's offices in the District of Columbia, of the new location and the date on which it is to commence performing work at that location.
- 1.7 If the Union and Employer are unable to reach agreement regarding economic terms and conditions for any location subject to a Rider, the dispute resolution procedure agreed to and set forth in Appendix A (5).
- 1.8 The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employee selecting the Union as their collective bargaining agent.
- 1.9 Upon the Union's demonstration that a majority of Security Officers at a location (or contiguous grouping of locations) or at any other appropriate grouping of locations as defined in Article 1.1(b) at the Union's option, have designated the Union as their bargaining representative by signing authorization cards or petitions, the Employer shall recognize the Union as the exclusive collective bargaining representative for that location or locations.
- 1.10 The Employer shall be bound by the applicable area-wide agreement, covering security officers, for all work subject to the scope of those agreements within the Union's current or future jurisdiction

## Article 2: Union Security

- 2.1 In so far as permitted by law, it shall be a condition of employment that all employees covered by this Agreement shall become and remain members in the Union on the thirty-first (31<sup>st</sup>) day following the date this Article applies to their work location or their date of employment, whichever is later. The requirement of membership under this section is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.
- 2.2 Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he or she has not met the requirements of this Article, unless the Employer questions the propriety of doing so, the employee shall be discharged within fifteen (15) days of the letter if prior thereto the employee does not

take proper steps to meet the requirements. The Union shall not ask or require the Employer to discharge any employee except in compliance with the law.

### **Article 3: Check Off**

- 3.1 The Employer agrees to deduct each month monthly dues, initiation fees, agency fees, American Dream Fund or Political Action Fund contributions, and all legal assessment due to the Union from the wages of an employee covered by this Agreement, when authorized by the employee in writing in accordance with applicable law. The Union will furnish the necessary authorization forms to the Employer.
- 3.2 The Employer shall deduct and remit to the Union the dues or other monies in accordance with this Article by the twenty-fifth (25<sup>th</sup>) day of each month. If the Employer fails to deduct or remit to the Union the dues or other monies by the thirtieth (30<sup>th</sup>) day from the date that such dues or other monies should have been deducted or remitted, the Employer shall pay interest on such dues, initiation fees, agency fees, or contributions at the rate of one (1) percent per month beginning on the thirtieth (30<sup>th</sup>) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.
- 3.3 If an employee does not revoke his or her check-off authorization at the end of the year following the date of authorization, or at the end of the current contract, whichever is earlier, the employee shall be deemed to have renewed his or her authorization for another year, or until the expiration of the next succeeding contract, whichever is earlier.
- 3.4 The Union agrees to indemnify and hold the Employer harmless with respect to any actions, claims, proceedings, suits or liability of any kind arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any provision of this Article.
- 3.5 At the time of hire, the Employer shall give to new employees a packet, provided by the Union, containing a Union membership application form, check-off authorization form, and, where appropriate, other applicable forms. The Employer will send to the Union offices those forms (or portions thereof) that the employee chooses to fill out and return to the Employer.

### **Article 4: Discharge and Discipline**

- 4.1 Employees may not be discharged or disciplined except for just cause. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for discharge or discipline, within a reasonable period of time not to exceed ten (10) business days after the discharge or discipline.
- 4.2 All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

- 4.3 Employees shall have a trial or probationary period of ninety (90) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article 24 below.

#### **Article 5: Drug Testing and Background Checks**

- 5.1 The Employer shall have the right to require applicants to be drug tested or screened to satisfy other reasonable background checks or requirements reasonably imposed by either the Employer or its customers. Applicants who fail to satisfactorily complete such pre-employment tests, screens or checks may be denied employment without resort to the grievance or arbitration procedure.

The Employer may also test a current Employee for reasonable cause (suspicion) and/or after an accident involving such Employee that has occurred while the Employee was on duty. Refusal to submit to a drug test will be treated as though a positive test has occurred and the Employee will be terminated.

- 5.2 There shall not be any deductions from pay for the cost of employment examinations, physical or otherwise, or for any drug tests or screens, or background checks, required or requested by the Employer.

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

- 6.1 There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. At any location covered by this Agreement, the Union shall not engage in any hand billing, leafleting, distribution of literature, public appeals, or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement. In the event of a strike of another labor group or the Union involving the customer's property or operations, the employees will remain on the job for the protection of life, limb, and property, and shall not be required to assume duties outside the scope of this Agreement.

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

#### **Article 7: Management Rights**

- 7.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of Management, but not intended as a wholly inclusive list of them are the rights: to

plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer; to transfer or relocate and/all of the operation(s) of the business to any location or discontinue such operations, by sale or otherwise in whole or in any part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times and determine the work duties of Employees; to require that 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; to discipline, suspend, and discharge for just cause; to relieve Employees from duty due to lack of work or any other legitimate operational reason; to cease acting as a contractor at any location or cease performing certain functions at a location, even though Employees at that location may be terminated or relieved from duty as a result.

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

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

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

employee shall have ten (10) days in which to notify the Employer if he or she wishes to accept a position with the Employer at another location. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

Transfers or removals of employees shall not be arbitrary or retaliatory. Pursuant to this section 7.3, there shall be no obligation on the part of the Employer to remove, substitute, or displace an employee at a particular site or location.

- 7.4 The Employer shall promptly notify the Union, where possible in advance, of any reductions in the number of employees assigned to any work location covered by this Agreement.
- 7.5 Upon not less than two (2) weeks advance notice to the Union, the Employer may subcontract, in accordance with a good faith request or demand of a client or customer, to any person, firm, corporation, or entity, bargaining unit work presently performed by employees in the bargaining unit.

#### **Article 8: Non-Discrimination**

- 8.1 There shall be no discrimination against any Employee by reason of race, creed, color, age, religion, veteran status, disability, national origin, sex, sexual orientation, union membership, or any other characteristic to the extent protected by applicable law. All such claims shall be subject to the grievance and arbitration procedure. Arbitrators shall appropriate law in rendering decisions based upon claims of discrimination.

#### **Article 9: Contractor Transition**

- 9.1 When taking over or acquiring an account or location covered by a collective bargaining agreement with the Union, the Employer will offer employment to and hire incumbent employees who have been employed at the account or location for at least six (6) months and who accept the offer of employment, and to the extent permitted by law shall recognize the Union as the bargaining representative of the employees and apply this Agreement to the account or location. Employees who have been employed at the account or location for less than six (6) months, shall be required to complete a probationary period of employment in accordance with Article 4.3 of this agreement. Employees enjoying higher wages or better benefits than provided for herein shall continue to enjoy at least the same. Nothing in this section shall preclude the Employer from reducing the staffing complement at any account, facility, or location, or portion thereof, provided that any such reduction is done by seniority within classification at the location and otherwise complies with applicable law. The Employer may adjust hours worked on takeover of the account or location, provided such adjustments are not arbitrary.
- 9.2 If the Employer takes over a job subject to a Rider agreement with the Union, it may adopt the Rider with regard to economic terms applicable to the account or location, rather than applying the terms of this Agreement.

- 9.3 Employees retained by the Employer shall be given credit for length of service with the predecessor employer(s) for all purposes, including but not limited to seniority (as defined in Article 10), benefits, and vacation entitlement, except that retained employees who were employed at the account or location for less than six (6) months shall be subject to a new ninety (90) day probationary period.
- 9.4 If the Employer loses an account or location, it shall pay all unused accrued vacation and personal leave to employees that the Employer does not retain in the last paycheck. The successor Employer's obligation for benefits shall commence on the date that it takes over the account or location. The successor Employer shall, at its sole discretion depending on business needs, permit an employee, upon two (2) weeks' notice, to take unpaid leave equal to the *pro rata* accrued vacation time that the predecessor Employer paid to the employee, upon proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.
- 9.5 The Employer shall provide notification to the Union of cancellation of an account or location within five (5) business days of such written notification to the Employer. Upon the Union's written request, the Employer shall provide to the Union within ten (10) business days, the names of all employees at the account or location, their wage rates, full- or part-time status, dates of hire, and leave balances.
- 9.6 The Employer shall make its best effort to notify the Union that it is taking over an account or location at least ten (10) business days prior to commencement of services at the account or location or within five (5) days of being awarded the account covered by this agreement, whichever comes first.
- 9.7 Where the Employer loses an account or location and the successor Employer does not hire all of the predecessor Employer's employees, any laid off employee who has completed the probationary period shall have the right, for three (3) months, to fill positions within the employee's classification that may become available at other accounts or locations of the predecessor Employer that are subject to this Agreement, provided the employee is 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.

#### Article 10: Seniority

- 10.1 After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer. Notwithstanding the foregoing, an employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or a predecessor employer that is, as of the effective date of this Agreement, party to a collective bargaining agreement with the Union covering security officers in Washington D.C., from which the chain of employment has been unbroken. The chain of employment is broken where an employee is separated from employment with an employer and at a building simultaneously. The burden of

establishing a seniority date, if different from the date of hire with the Employer, shall be on the employee and based on documented proof. The Employer and the Union shall attach hereto an Appendix B containing a list of all employees at the sites covered by Article 1.1 and their agreed upon seniority dates.

- 10.2** After completion of the probationary period as described in Article 4.3 of this Agreement, newly hired employees shall attain seniority as of their original date of employment.
- 10.3** Unless otherwise prohibited by applicable law, seniority shall be broken by any of the following events:
  - 10.3.1** Resignation, retirement, or voluntary termination;
  - 10.3.2** Discharge for cause;
  - 10.3.3** Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;
  - 10.3.4** Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority, whichever is less; or
  - 10.3.5** Failure to return to work after any leave (including recall from layoff) within three (3) calendar days after a scheduled date for return, unless prior written notice is received by the Employer.
- 10.4** Assignments, promotions, and the filling of vacancies, shall be determined on the basis on seniority, provided that in the sole and exclusive opinion of the Employer the Employee is qualified, suitable and available to work. Seniority shall be determinative when, and only when, all other job related factors are equal.
- 10.5** In the event of a layoff due to a reduction in force in a building, the inverse order of classification seniority shall be followed, provided, however, that for the purpose of this paragraph, seniority shall be based on total length of service in the building.
- 10.6** An employee who is laid off shall not be permitted to bump a less senior Employee at another facility or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided the Employee is qualified, suitable, and available to work. Seniority shall be determinative only when all other job-related factors are equal.
- 10.7** The Employer may temporarily or permanently assign an employee to another building, or among other buildings, covered by Article 1.1 of this Agreement, provided that

employees so assigned shall be credited with all accumulated seniority from their previously assigned location at their new location and shall continue to accrue seniority at their new location as if they had started work at that location, and that such assignments shall not be made arbitrarily.

- 10.8 Part-time employees shall be given preference by seniority in bidding for open full-time positions, provided the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.
- 10.9 The Employer will post all job vacancies on GreatSecurityJobs.com.

### **Article 11: Training**

- 11.1 The Employer and the Union are committed to providing the Employer's customers, and their tenants, security employees whose training meets all applicable standards and ensures a high level of customer service.
- 11.2 Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.
- 11.3 Unless otherwise addressed herein, Employees shall not be required to pay for the cost of any training required by the Employer. The Employees shall be responsible, however, for the payment of all applicable state (or District) licensing fees. All individuals who desire to work for the Employer must complete Security Officer Basic Course ("SOBC") training prior to beginning their employment. Any time spent in SOBC training or any other pre-employment training shall not be considered compensable time. Unless otherwise required by law or addressed elsewhere in this Agreement, whether other available training is compensable or non-compensable time is addressed in Appendix C attached hereto.

### **Article 12: Workweek, Overtime**

- 12.1 Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at straight time, subject to applicable wage and hour laws.
- 12.2 Employees who work in excess of forty (40) hours during a workweek shall be paid at one-and-one-half (1½) times their regular hourly rate of pay. Unless otherwise required by law, hours not actually worked shall not be included in the overtime calculation. There shall be no pyramiding or duplication of hours for the purposes of overtime calculation.

- 12.3 Employees regularly scheduled to work at least seven (7) hours in a day shall receive a thirty (30) minute meal break. Unless the employee is relieved of all duty during the meal period, the meal period shall be considered an "on duty" meal period and counted as time worked for which the employee shall be paid. 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 break.

**Article 13: Method of Pay**

- 13.1 Employees shall be paid no less frequently than bi-weekly. Unless prevented by an intervening holiday or other event, Employees shall be paid no later than eight (8) days after the pay period ends. Employees may request pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
- 13.2 The Employer may require at no cost to the employee, that an employee's paycheck be electronically deposited at the employee's designated bank. The Employer may, if an Employee consents and there is no cost to the Employee, utilize other improved technologies such as pay card for payment of wages. The Employer shall notify the Union prior to offering any such other improved technology to Employees

**Article 14: Wages**

- 14.1 On July 15, 2012, all employees shall be paid \$13.94 hourly or receive an increase of \$.40 hourly, whichever results in a higher rate of pay.  
Effective July 1, 2013, all employees shall receive a minimum 35 cents per hour raise and the minimum rate shall increase by 35 cents;

Effective July 1, 2014, all employees shall receive a minimum 35 cents per hour raise and the minimum rate shall increase by 35 cents.

Effective July 1, 2015, all employees shall receive a minimum 35 cents per hour raise and the minimum rate shall increase by 35 cents.

- 14.1.1 For Full Time Employees, if the increase in the combined SCA wage and benefits determination for the Guard I classification is greater in any calendar year than the amounts in 14.3 below, then the amount by which the increase exceeds the amounts in 14.3 shall be applied to wages unless the parties agree to apply some or all of such excess in some other way. Wages shall increase as set forth herein one month following the date upon which the determination is issued.

For Part Time Employees, if the increase in the combined SCA wage and benefits determination for the Guard I classification is greater in any calendar year than the amounts in 14.3 below, then the amount by which the increase exceeds the amounts in 14.3 shall be applied first to wages in an amount equal to the amount provided to full timers and the difference will then be provided as an increase to the SRSP, unless the parties agree to apply

some or all of such excess in some other way. Wages shall increase as set forth herein one month following the date upon which the determination is issued.

**14.2** Full Time wage and benefit Increase totals for purposes of 14.2. It is agreed that the total compensation increase for purposes of 14.2 will be calculated in the following way: The hourly wage increase shall be added to the total increase in healthcare costs. For full time employee, it is agreed that the increased in health care cost shall be calculated as the increased monthly cost in healthcare, multiplied by twelve, and then divided by 2080. For example, on July 1, 2013, the health care cost increase is \$313 (2013 monthly premium) – \$284 (current 2012 premium) = \$29.  $\$29 \times 12 = \$348$ .  $\$348 / 2080 = 16$  cents per hour. The 16 cents is added to the 35 cent wage increase = 51 cents for 2013. It is agreed those are the only two elements that shall be counted against the SCA wage and benefit determinations:

2012 – 30 cents wage (wage determination only)  
2013 – 51 cents  
2014 – 47 cents  
2015 – 47 cents

Part Time wage and benefit increase totals for purposes of 14.2. It is agreed that the total compensation increase for purposes for Section 14.2 will be calculated in the following way: The hourly wage increase shall be added to the total increase in SRSP costs. For example, on July 1, 2013, the SRSP cost shall be 10 cents per hour added to the 35 cents per hour wage increase for a total 45 cents. It is also agreed that for 2012, the amount is calculated as a 40 cent wage increase with a subtraction of the healthcare costs. The healthcare cost decrease is a reduction from \$90 per month to \$78 per month for a total reduction of \$12 per month.  $\$12$  per month multiplied by 12 months = \$144.  $\$144 / 1040 = 14$ . Thus, the reduction in healthcare costs is 14 cents per hour. In 2012, the 2012 total shall be the 14 cent reduction in healthcare subtracted from the 40 cent wage increase for a total of 26 cents. It is agreed those are the only two elements that shall be counted against the SCA wage and benefit determinations:

2012 – 26 cents (wage determination only)  
2013 - 45 cents  
2014 – 40 cents  
2015 - 40 cents

The parties agree that the increase in the SCA wage and benefits determination for the Guard I classification in any calendar year will be measured against the above totals. The Employer may request a Memorandum from the Union that summarizes wage and SRSP totals at any point during the Agreement. If the Employer disagrees with the amounts, it shall proceed directly to Step 3 of the Grievance and Arbitration process.

**14.3** Notwithstanding any other provisions of this Agreement, the wage rates, benefits, and conditions of employment for services performed pursuant to contracts with any agency, department, or division of the United States Government, or for services performed in

any premises leased or rented by any such agency, department or division, shall be not be less than the wage rates, benefits, and conditions of employment established by the Secretary of Labor, if such wage rates, benefits, and/or conditions of employment are more favorable than those provided for herein.

**14.4** No employee employed on the effective date of this Agreement shall have his or her hourly wage reduced as a result of this Agreement.

**14.5 (a)** It is agreed to and understood by the Union and the Employer that certain events and/or circumstances will have the effect of re-opening this Agreement for purposes of bargaining economic terms and conditions of this Agreement. Those events and/or circumstances are as follows:

1. Any ruling, finding, award, and/or determination that the manner in which this Agreement is being administered is not in compliance with D.C. Official Code Section 32-1002;
2. In the event the event that local or federal legislation requires employees covered by this Agreement to be paid wages and/or benefits more favorable than those provided for herein.

**(b)** In the event of a re-opening relative to economic terms and conditions of this Agreement, consistent with paragraph (a) above, the parties further agree that all other non-economic terms and conditions of this Agreement shall remain in full force and effect during the term of this Agreement.

**14.6** It is further agreed and understood by the Union and the Employer that any overtime paid to employees covered by the Agreement shall be paid using the employee's regular rate of pay as determined in Article 14.1.

#### Article 15: Holidays

**15.1** The following are designated as holidays on the days on which the holidays are legally observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Christmas Eve, and Martin Luther King's Birthday.

**15.2** Employees who work on any holiday listed below shall be paid holiday pay at one-and-one-half (1½) his/her hourly rate. Employees not working on a holiday shall not receive holiday pay.

**15.3** The Employer shall post a list of the holidays observed at the building at each work sit As listed below:

2012

Independence Day  
Labor Day  
Thanksgiving Day

Wednesday, July 4th  
Monday, September 3rd  
Thursday, November 22nd

Christmas Eve Monday, December 24th  
Christmas Day Tuesday, December 25th

2013

New Year's Day Tuesday, January 1st  
Martin Luther King Jr's Birthday Monday, January 21<sup>st</sup>  
Memorial Day Monday, May 27th  
Independence Day Thursday, July 4th  
Labor Day Monday, September 2nd  
Thanksgiving Day Thursday, November 28th  
Christmas Eve Tuesday, December 24th  
Christmas Day Wednesday, December 25th

2014

New Year's Day Wednesday, January 1st  
Dr. Martin Luther King Jr's Birthday Monday, January 20<sup>th</sup>  
Memorial Day Monday, May 26th  
Independence Day Friday, July 4th  
Labor Day Monday, September 1st  
Thanksgiving Day Thursday, November 27<sup>th</sup>  
Christmas Eve Wednesday, December 24<sup>th</sup>  
Christmas Day Thursday, December 25<sup>th</sup>

2015

New Year's Day Thursday, January 1st  
Dr. Martin Luther King Jr's Birthday Monday, January 19<sup>th</sup>  
Memorial Day Monday, May 25th  
Independence Day Saturday, July 4th  
Labor Day Monday, September 7th  
Thanksgiving Day Thursday, November 26<sup>th</sup>  
Christmas Eve Thursday, December 24<sup>th</sup>  
Christmas Day Friday, December 25<sup>th</sup>

2016

New Year's Day Friday, January 1st  
Dr. Martin Luther King Jr's Birthday Monday, January 18<sup>th</sup>

**Article 16: Leaves of Absence**

- 16.1** 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 two (2) years. The Employer shall not unreasonably withhold approval of such leave, providing that it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency.

- 16.2 The Employer shall provide Employees with leaves of absence for Union-related activities, where practicable, not to exceed thirty (30) days per calendar year. Employees on Union-related leave shall accrue seniority. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time, and agree that the number and duration of such leaves shall be reasonable.
- 16.3 Employee seniority does not accrue but is not broken during authorized leaves of absence, except where required by law and as provided in section 16.2. Individuals on unpaid leave shall not accrue vacation. Unpaid time off may effect eligibility for vacation and health and welfare benefits.
- 16.4 The Employer agrees to comply with the provisions of applicable state and federal family leave laws, including the D.C. Family and Medical Leave Act and D.C. Parental Leave Act.
- 16.5 All applicable statutes and valid regulations about reinstatement and employment of veterans shall be observed.

#### **Article 17: Uniforms**

- 17.1 The Employer shall provide appropriate uniforms to Employees without cost to the Employee. Only where the uniforms issued to the Employee required dry-cleaning or other unique care, shall the Employer be responsible for the cost of such care. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.
- 17.2 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 and will return any deposits by December 15, 2012
- 17.3 It is recognized that the uniform is an important part of the image of the security industry and each Employers' brand. Uniforms shall be treated in a way that is consistent with maintaining this image and brand.

#### **Article 18: Vacation**

- 18.1 All vacation will be based on an accrual system, which is a bi-weekly (per pay period) prorated amount of vacation earnings.
- 18.1.1 Fiscal Year Schedule: All vacation schedules will be based on a fiscal/calendar year schedule (January 1<sup>st</sup> - December 31<sup>st</sup>). After an Employee's first year transition period, all vacation will be available on a calendar year.
- 18.1.2 Vacation Availability: Employees will both earn (accrue) and use their vacation during the calendar year.

- 18.1.3 **Advanced Vacation:** Subject to the conditions of this provision, Employees will be able to take all eligible vacation time in advance of earning it (see example below). In the event an Employee separates from employment and he or she has taken vacation not yet earned, the advanced hours will be deducted from the final paycheck if state law permits. Employees may not take more vacation than they would have accrued in the calendar year. The Employee must sign the appropriate "Request for Vacation" form prior to being allowed to use advanced but unearned vacation.
- 18.1.4 **Vacation Eligibility:** All Employees' hours will be reviewed periodically to determine qualification for vacation accrual. Employees who average 35 or more hours (for all paid hours in the review period) shall accrue vacation as set forth in Article 18.2. Employees who average less than 35 hours (for all paid hours in a twelve month review period) shall accrue vacation on a pro rata basis.
- 18.1.5 **Buy-Back of Vacation:** Employees can "buy back" time if earned time is available and they have a positive balance. Unearned vacation will not be advanced for the purposes of a buy-back.
- 18.1.6 **Vacation Carryover** will not be allowed; however, unused vacation can be "bought back".
- 18.1.7 **Vacation pay** shall be paid at the employee's regular straight time hourly rate of pay, on the payday immediately preceding the week in which the vacation days fall.
- 18.1.8 When compatible with proper operation of the facility, selection and preference as to the time of taking of vacations shall be granted to employees on the basis of seniority.
- 18.1.9 Employees shall be paid unused vacation on a *pro rata* basis upon their termination of employment for any reason.

18.2 Standard vacation for full-time Employees will be accrued on a pay period basis on the following schedule:

Years of Service (see Article 10.1)	Tier	Maximum Vacation allowance	Vacation accrued/earned per pay period
0 - <3 Year	One	5 days (40 hours)	1.53 hours
3 Years	Two	10 days (80 hours)	3.08 hours
8 Years	Three	15 days (120 hours)	4.62 hours
15 Years	Four	20 days (160 hours)	6.16 hours
- Upon reaching the next tier anniversary date, Employees will begin to accrue at the next higher rate.			

18.3 Employees reaching their first year anniversary dates (transitioning Employees): In the pay period following their first anniversary date, full-time Employees will begin to accrue vacation each pay period and will be eligible for a pro-rated amount of time to use from their first anniversary date through the end of the calendar year. If the Employee's first anniversary falls in December, the hours earned in December will be paid out automatically.

18.3.1 Beginning on January 1<sup>st</sup> of the next year, Employees will be on a calendar year schedule and will begin again to accrue each pay period.

**Example:** John's date of hire is 7/1/11. He averaged at least thirty-five (35) paid hours as of January 1, 2012 and therefore continues to accrue/earn vacation on tier level "one" (see "Vacation Tier Schedule" above) or 1.53 hours per pay period. He will have had 1.53 x 13 pay periods or 19 hours of vacation to use between 7/1/011 and 12/31/011. In December 2011, his hours will be reviewed; if he averages at least thirty-five (35) paid hours, it will continue to accrue in January 2012 at the tier level "one" rate. In this example, John will have 40 hours available to use in 2012, starting in January 2012. However, if at any time during the year, his average hours worked per week falls below 35, he will begin accruing at a pro-rated rate. Beginning in his first full calendar year, since he's on an accrual system, he can use the vacation in advance of actually earning it. John will continue to accrue at a rate based on worked hours per week for the duration of 2012. Effective 7/1/14, John will begin to accrue at Level 2.

18.4 Employees working at sites or locations covered by the Service Contract Act ("SCA") shall have their vacation administered and provided in accordance with the applicable wage determination and governing Service Contract.

### **Article 19: Health Benefit**

#### **19.1 Health Benefits**

A. Commencing July 1, 2012, the Employer shall continue to make contributions to a health trust fund known as the "Building Service 32BJ Health Fund," payable when and how the Trustees determine, to cover employees covered by this Agreement with such health benefits as may be determined by the Trustees of the Fund.

B. The monthly contribution for each employee who regularly works at least thirty-five (35) hours weekly shall be:

Effective July 1, 2012, \$284  
Effective July 1, 2013, \$313  
Effective July 1, 2014, \$333  
Effective July 1, 2015, \$354

- C. The monthly contribution for each employee who regularly works less than thirty-five (35) hours weekly shall be:

Effective July 1, 2012, \$78

- D. Employees who are on workers' compensation or who are receiving short term disability benefits shall be covered by the Health Fund at no cost to the Employer until they may be covered by Medicare or six (6) months from the date of disability, whichever is earlier.
- E. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage, and the parties will negotiate such change as may be required by law.

In the event that the Employer is required by law or regulation to offer health care coverage under paragraph B to employees who regularly work at least thirty (30) hours weekly, then paragraphs B and C are amended to substitute 30 for 35.

**Article 20: Supplemental Retirement and Savings Plan (SRSP)**

- 20.1 The Employer shall make contributions to a trust fund known as the Building Service 32BJ Supplemental Retirement and Savings Plan ("SRSP") to cover employees covered by this Agreement with Employer contributions as hereinafter provided, and tax exempt employee wage deferrals as provided by the Plan and/or Plan rules. The Employer shall remit Employer contributions and pre-tax wage deferrals when and how the Trustees determine.
- 20.2 The rate of the Employer contribution to the SRSP, shall be.

6/13/12– FT - 31 cents/hr, PT – 77 cents/hr  
7/15/12 – FT – 21 cents/hr, PT – 67 cents/hr  
7/1/13 - FT – 21 cents/hr, PT – 77 cents/hr  
7/1/14 - FT – 21 cents/hr, PT – 82 cents/hr  
7/1/15 - FT – 21 cents/hr, PT – 87 cents/hr

**Article 21: Provisions Applicable to All Funds**

- 21.2 If the Employer fails to make required reports or payments to the Health 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.

- 21.2 If the Employer is regularly or consistently delinquent in Health Fund payments, it may be required, at the option of the Trustees of the Fund, to provide the Trust Fund with security guaranteeing prompt payment of such payments.
- 21.3 By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law. Notwithstanding the foregoing, it is agreed by the parties, other than any negotiated and agreed upon changes to the contributions outlined in Articles 19.1 (B) and 20.2, no other increases to the rates set forth in Articles 19.1 (B) 20.2 can or will occur, or be required to be paid, by the Employer during the term of this Agreement.
- 21.4 Unless otherwise specified in this Agreement, newly hired employees shall have no waiting period before becoming eligible to be participants in the Funds, and Employer contributions shall be made on behalf of newly hired employees beginning on their date of hire.

#### **Article 22: Most Favored Nations**

- 22.1 If the Union enters into an agreement with any other employer covering security services in a commercial office building in Washington D.C. whose terms with respect to wages are more favorable for that employer than those contained in this Agreement, then those more favorable terms, at the option of the Employer, shall apply to the commercial office buildings of the Employer covered by this Agreement.

In the event the Employer elects to apply such more favorable terms, there shall be an economic reopener for the purpose of negotiating additional economic benefits, if necessary, to comply with applicable District of Columbia law.

- 22.2 The Union will not enter into a contractor transition provision with any employer providing security services in the District of Columbia that does not require such employer, when taking over a job or account subject to a collective bargaining agreement with the Union, to assume the terms of the collective bargaining agreement applicable to that job or account.
- 21.2 If the Union agrees to different economic terms and conditions more favorable to the Employer at any location, those terms and conditions shall apply to any other Employer who takes over that location for the duration of the Union's Agreement with the new Employer.

### Article 23: Union Visitation

- 23.1 Whenever possible and barring the client's objections, the Employer shall furnish a bulletin board at each work site exclusively for Union announcements and notices of meetings.
- 23.2 Union representatives shall have reasonable and appropriate access to employees at the work-site to confer with employees regarding grievances, or other union- related business. The Union shall provide advance notice to the Employer of its intent to access the employees at any job site. When circumstances require, the Company may require up to two (2) full business days notice prior to granting the Union access to Employees at a particular job site. Access shall be granted only if there is prior notice to the Employer, but such access shall not be unreasonably withheld. The Union's access of Employees under this provision may not interfere with the work being performed at the building. The Union and the Employer shall discuss the implementation of this clause in connection with any applicable rules or requests of the customer.
- 23.3 The Employer shall recognize and deal with representatives, including shop stewards, appointed by the Union.

### Article 24: Grievance/Arbitration

#### 24.1 Grievance Procedure

- A. All disputes or differences involving the interpretation or application of this Agreement that arise between the Union and the Employer shall be resolved as provided for in this Article, except that the Employer may obtain injunctive relief from a court to enforce Article 6.

Step 1. The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union and submitted to the Employer's designated representative within fifteen (15) business days of the incident giving rise to the grievance. For disputes involving basic wage violations or failure to deduct or remit dues, initiation fees or political fund contributions, and where there is no bona fide dispute whether the monies are due and owing, the grievance shall be submitted within one hundred eighty (180) days from the date of the initial violation or failure to remit or deduct dues.

Step 2. All grievances, other than those concerning discharge or suspension, shall be discussed at a Step 2 meeting between the

Union and the Employer, to be scheduled within five (5) business days of the written grievance. A written decision by the Employer shall be rendered within five (5) 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 five (5) business days of the Employer's Step 2 written decision or the date of the Step 2 meeting (if there is no written decision).

**Step 3.** Following a request for a Step 3 meeting, the Union and the Employer shall meet within five (5) business days. A written decision by the Employer shall be rendered within five (5) business days of the Step 3 meeting. For all discharge and suspension grievances, the Union and the Employer will meet within five (5) business days of the receipt of the Step 1 grievance notice in an attempt to resolve the issue.

**B.** All grievances not resolved pursuant to Article 24.1(A) may be submitted at the request of either party to an arbitrator whose decision shall be final and binding on the Union, the employee(s), and the Employer. The demand for arbitration must be made in writing within fifteen (15) business days after receipt of the Employer's Step 3 written decision or date of the Step 3 meeting (if there is no written decision).

C. Where, however, 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 fifteen (15) day time limit to notice arbitration of the grievance under this Article 24, Section B shall be tolled until the internal appeal is resolved. This does not alter any other grievance processing time limits provided for under Article 24.1, Section A. The Union shall immediately notify the Employer of the filing of the internal appeal, and notify the Employer of the outcome of the internal appeal.

## **24.2 Arbitration**

**A.** The parties agree to utilize a panel of mutually acceptable Arbitrators to decide all grievances submitted to arbitration. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the grievance matter.

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

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

- D. If the Employer asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery shall not be considered by the Arbitrator in determining whether or not the grievance is arbitrable.
- E. The procedure outlined herein in respect to matters over which the arbitrator has jurisdiction shall be the sole and exclusive method for determination of all such issues, and the decision of the Arbitrator shall be final and binding upon the Union, the employee(s), and the Employer. The Arbitrator shall have no authority to add to, ignore, or modify any of the terms of this Agreement
- F. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law.

#### **24.3 Time Limits**

- A. Time limits in this Article shall exclude Saturday, Sunday and paid holidays. The time limits in this Article may be extended by mutual agreement of the parties.
- B. If the Employer fails to respond within the time limits prescribed, the grievance shall be processed to the next step in the grievance arbitration procedure.

#### **24.4 Employer Initiated Grievances**

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

#### **24.5 Other**

- A. Grievants attending grievance meetings and arbitration hearings shall not be paid by the Employer for their regularly scheduled hours during such attendance unless called to participate by the Employer.

### **Article 25: Complete Agreement and Waiver**

- 25.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically

referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

#### **Article 26: Personal Days**

- 26.1** Employees regularly employed at least thirty-five (35) hours weekly shall be granted seven (7) personal days per calendar year for use due to *bona fide* illness or injury or to attend a doctor's appointment, or for any other reason at the employee's discretion. Employees working less than thirty-five (35) hours shall receive personal days on a *pro rata* basis. Regularly as that term is used herein shall mean the weekly average number of hours worked by the employee, or for which the employee was paid, during the previous twelve (12) months.
- 25.3** Unless otherwise required by law, personal days shall accrue at the rate of four (4) hours every two (2) weeks for employees regularly employed at least thirty-five (35) hours weekly (for up to seven (7) days per calendar year). For all other employees, personal days shall accrue at *pro rata* basis/rate. Employees may use personal days after thirty (30) days of employment. Personal days may be used in no less than half day increments.
- 26.3** Except where a personal day is for unanticipated illnesses or injuries, the employee must provide ten (10) calendar days advance notice to the Employer of his or her intention to use a personal day, and obtain the Employer's prior approval. Such approval shall not be unreasonably *withheld*. To use a personal day for unanticipated illness or injury, the employee must notify his or her Supervisor of the inability to report to work as scheduled at least two (2) hours prior to the employee's starting time.
- 26.4** Personal days not used by the end of the calendar year shall be paid out by January 15<sup>th</sup> of the succeeding year.

#### **Article 27: Bereavement Pay and Jury Duty**

- 27.1** In the event of a death in the employee's immediate family (parent, spouse, child, brother or sister), up to three (3) *days* unpaid leave. Vacation may be used with the Employer's approval. Leave must be coordinated through the employee's supervisor.
- 27.2** Employees who have to travel to a distant location because of the death in the employee's immediate family (as defined above) may be granted an unpaid leave of absence for up to thirty (30) calendar days (in addition to the unpaid leave provided for in Article 27.1. Requests for such leave shall not be unreasonably withheld. The employee shall notify the Employer of the date he or she will return to work.
- 27.3** An employee may be required to submit proof of death and/or that the deceased was within the class of relatives specified.

- 27.4 An employee who has completed his or her probationary period and who is required to report to court to answer a jury summons or serve as a juror on days that the employee is regularly scheduled to work will be reimbursed the difference between the amount received for jury service and the employee's regular pay. Jury duty pay shall be limited to thirty (30) days in any year. No employee may be required to work on a day he or she has jury duty.
- 27.5 An employee may be required to submit proof of jury duty and/or proof that he was paid for such service.

#### **Article 28: Successor and Assigns**

- 28.1 To the extent permitted by law, this Agreement shall be binding on any other entities that the Employer, through its officers, directors, partners, owners, or stockholders, either directly or indirectly (including but not limited through family members), manages or controls, provided such entity or entities perform(s) work subject to this Agreement.

#### **Article 29: Immigration**

- 29.1 In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. The Employer shall promptly forward a copy of any no-match letter it receives to the Union.
- 29.2 Where permissible under applicable law and/or regulations, the employee shall be afforded unpaid time-off to attend relevant proceedings or visit pertinent agencies for the purpose of remedying the problem, provided the Employer is provided adequate advance notice of planned absences and verification of appointments. If requested by an employee who has been employed at least six months, the Employer shall grant to the employee an unpaid leave of absence as provided in Article 16.1 to remedy the problem. Upon return from such leave and remediation of the problem, the employee shall return to his or her former position or an equivalent position, without loss of seniority. Seniority shall not accrue, but will not be broken during such leave.
- 29.3 Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

#### **Article 30: Savings Clause**

- 30.1 If any provision, or the enforcement or performance of any provision of this Agreement is or shall be at any time be held contrary to law, then such provision shall not be applicable or enforced or performed except to the extent permitted by law. Both parties agree to construe any provisions held to be contrary to the law as closely to its bargained for purposes permissible by law and to agree on a revised draft of such provision that as closely as legally possible mirrors the purpose of such invalidated provision. If any

provision of this Agreement shall be held illegal or of no legal effect, the remainder of this Agreement shall not be affected thereby.

**Article 31: Maintenance of Conditions**

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

**Article 32: Duration**

32.1 This Agreement shall take effect on July 1, 2012 and shall expire on April 15, 2016.

32.2 Upon the expiration date of this Agreement as set forth above, it shall renew thereafter year to year unless either party desires to modify or terminate the Agreement at the end of its term. Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days prior to the expiration date of the Agreement.

SEIU Local 32BJ

AlliedBarton Security Services LLC

By: 

By: 

Dated: 9-4-12

Dated: 9-6-12

**SIDE LETTERS**

**On Definition of Office Buildings**

As of the effective date of this Agreement, the term "office building" as defined in paragraph 6(A) of the D.C. Official Code § 32-1002 means any commercial property where the primary functions are the transaction of administrative, business, civic, or professional services, including properties where handling goods, wares, or merchandise, in limited quantities, is accessory to the primary occupancy or use; the term "office building" does not include libraries, museums, or universities.

**On Subcontracting**

This will confirm our understanding during recent negotiations that subcontracting under Article 7.5 is intended to be limited to circumstances where subcontracting is required by government regulations, or is required by a client or customer with regard to the use of disadvantaged business enterprises, or is needed to perform for specialty services for a client or customer, and to similar circumstances.

So agreed this 1st day of July, 2012.

For and on behalf of AlliedBarton Security Services LLC

7-6-12

For and on behalf of SEIU Local 32BJ

7-4-12

## Appendix A

This is an Appendix to the Collective Bargaining Agreement (“CBA”) between the Employer and Local 32BJ, effective January 1, 2012 through April 15, 2016. Any disputes arising under this Appendix shall be subject to the grievance and arbitration provisions set forth in the CBA, unless otherwise specified below.

1. (a) “Market Trigger” means the date upon which security contractors servicing customer commercial real estate accounts in the applicable market in no less than sixty percent (60%) of the “Market Trigger Denominator” are signatories to agreements with the Union that provide for the Market Trigger process set forth herein or have recognized the Union. “Market Trigger Denominator” means: in Montgomery County, commercial office buildings or office parks of at least 75,000 square feet and in the City of Baltimore, per the National Framework Agreement. Upon the Union’s demonstration that the applicable Market Trigger has been met, paragraph 3 shall apply.

(b) The Union shall not trigger (i) Montgomery County sooner than six (6) months after the Employer has recognized the Union as exclusive bargaining representative in Baltimore; and. However, if the parties are unable to agree on the scope of the Recognition Clause for Baltimore within two (2) months of SEIU’s notification of its intent to begin organizing Baltimore, the Union may trigger Montgomery County prior to triggering Baltimore, and, if that is the case, Baltimore shall not be triggered sooner than six (6) months after the Employer has recognized the Union as exclusive bargaining representative in Montgomery County.

(c) Where the Employer acquires an account at a location otherwise subject to a Market Trigger but where the Union is the collective bargaining representative of the employees, such account shall not be subject to the Market Trigger. At any such account or location, the Employer shall hire the incumbent employees, and, to the extent permitted by law, recognize the Union as the bargaining representative of the employees. If there is a collective bargaining agreement in effect at the account or location, the Employer shall apply such agreement to the account or location.

(d) The Employer shall provide to the Union a current list of commercial office buildings and office parks, along with the square footage of each such building or office park, upon request, for the relevant geography. Within ten (10) days

after a Market has been triggered, the Employer shall furnish to the Union a current list, by worksite, of the names of the security officers employed by the Employer within the scope of the recognition applicable to that Market, and shall update such list(s) on a monthly basis.

2. The Employer (and its agents) will not take any action or make any statements that will state or imply opposition to the employees selecting the Union as their collective bargaining representative.

3. (a) **Baltimore Recognition Scope.** Upon notification by the Union of its intent to organize the Baltimore market, the parties shall meet to negotiate the client sectors and suburban counties or areas, if any, to be included in the Baltimore Recognition Clause.

(b) Upon the conclusion of such negotiations, and the Union's demonstration that a majority of security officers covered by the Baltimore Recognition Clause at a location (or contiguous grouping of locations), or, at the Union's option, any other appropriate grouping of locations, including a grouping of all locations in Baltimore where the Employer provides security services (subject to the agreed-upon Recognition), have designated the Union as their bargaining representative by signing cards or petitions, the Employer will recognize the Union as the exclusive bargaining representative for that location or grouping of locations.

(c) **Montgomery County Recognition Scope.** Employees assigned to the following customer categories shall be subject to the Recognition Scope of Montgomery County: commercial office buildings and office parks of at least 75,000 square feet; higher education; state, buildings and facilities operated by any Federal agency or entity and subject to the Service Contract Act, county and local public buildings, including schools and courts; transit; tenant security in commercial office buildings of at least 75,000 square feet where security in the base building is provided by a 32BJ signatory employer; and health care facilities where a union represents a substantial portion of the employees at the facility.

(d) Upon the Union's demonstration that a majority of the security officers covered by the Montgomery County Recognition Clause at a location (or contiguous grouping of locations), or, at the Union's option, any other appropriate

grouping of locations, including a grouping of all locations in Montgomery County where the Employer provides security services (subject to the agreed-upon Recognition), have designated the Union as their bargaining representative by signing cards or petitions, the Employer will recognize the Union as the exclusive bargaining representative for that location or grouping of locations.

(e) Six months after the Market Trigger for Montgomery County has been met, but no sooner than July 1, 2014, the parties shall meet to negotiate the client sectors to be included in the Recognition for Northern Virginia (within the Beltway).

(f) Upon the Northern Virginia trigger being met, and upon the Union's demonstration that a majority of the security officers covered by the Northern Virginia Recognition Clause at a location (or contiguous grouping of locations), , any other appropriate grouping of locations mutually agreed upon, including a grouping of all locations in Northern Virginia within the Beltway where the Employer provides security services (subject to the agreed-upon Recognition), have designated the Union as their bargaining representative by signing cards or petitions, the Employer will recognize the Union as the exclusive bargaining representative for that location or grouping of locations.

4. The parties agree that economic terms and conditions applicable to Montgomery County shall not take effect before the first January following four (4) months after the market is triggered.

5. (a) The Employer will notify the Union immediately upon the Employer's knowledge that another union is organizing in buildings and facilities operated by any Federal agency or entity and subject to the Service Contract Act where the Employer is currently providing security services and where the buildings and facilities are operated in any area within the Rt 495 Beltway.

(b) Upon the Union's demonstration that a majority of the security officers employed by the Employer at a location, or a majority of security officers employed by the Employer operating under the same SCA government contract at multiple locations, have designated the Union as their bargaining representative by signing cards or petitions, the Employer will recognize the Union as the exclusive bargaining representative for that location or grouping of locations.

(c) Recognition under this paragraph 5 shall not be subject to Market Triggers.

6. The parties agree that the labor peace and dispute resolution provisions of the National Framework Agreement apply to this Appendix with regard to the organizing process and disputes over the scope of recognition and economic riders.

**Letter of Agreement**  
**Between**  
**AlliedBarton Security Services, LLC**  
**&**  
**SEIU Local 32BJ**

This will confirm the Parties agreement that during the course of the recent collective bargaining for the 2012 Washington D.C. Security Contractors Agreement between AlliedBarton Security Services LLC and Service Employees International Union, Local 32BJ, the Union agrees not to seek to represent the security officers employed by the Employer no sooner than twenty-four (24) months after the effective date of this Agreement (July 1, 2012) at:

- Newseum - 555 Pennsylvania Ave NW Washington, DC 20001
- Fox News - 400 North Capitol Street, NW Washington, DC 20001

The parties agree the "Employee Free Choice Procedure, Exhibit B" of the National Framework Agreement (NFA) shall apply if, prior to such date, another labor organization seeks voluntary recognition or petitions for an NLRB election to represent the Employer's security officers at the above mentioned locations.

ALLIEDBARTON SECURITY SERVICES

SEIU LOCAL 32BJ

By: 

By: 

Date: 9-6-12

Date: 9-4-12

Side Letter to 2012-2016 Washington, DC Security Agreement Regarding applicable area wide SEIU Local  
32BJ Security Agreements

The parties agree that nothing in Article 1, Section 10 is intended to, or shall, expand the Employer's obligations under the National Agreement, nor will it preclude the obligation of the Employee Free Choice Procedure.

For AlliedBarton Security Services LLC

For SEIU Local 32BJ



Date: 9-6-12



Date: 9-4-12

## **Rider Agreement for District of Columbia, City Wide Sector II**

Entered into between AlliedBarton Security Services, LLC (the "Employer") and Service Employees International Union, Local 32BJ ("Union") covering security officers of the Employer or employed at the District of Columbia, City Wide Sector II (the "D.C. City Wide Sector II").

The parties' 2012 Washington D.C. Security Contractors Agreement shall apply to the D.C. City Wide Sector II unit, except as modified and/or otherwise addressed below.

**1. Hourly Wage Rate.** The following shall replace Articles 14.1 and 14.2:

The minimum rate for Security Guard 1 shall be:

August 5, 2013 – \$14.91

August 5, 2014- \$15.71

August 5, 2015-\$16.46

The minimum rate for SPO Guard II shall be:

August 5, 2013 – \$23.32

August 5, 2014- \$24.12

August 5, 2015- \$24.87

The minimum raise shall be:

August 5, 2013 – \$0.90

August 5, 2014- \$0.80

August 5, 2015- \$0.75

**2. Health & Welfare.**

**A. Health and Welfare Supplement Payment.**

Effective August 5, 2013, full time employees who are already receiving health insurance coverage shall have \$1.81 (per hour paid) deducted from their benefit supplement payment of \$3.61. Between June 2, 2013 and August 5, 2013, full-time employees hired on or after June 30, 2011 shall have \$1.75 (per hour paid) deducted from their benefit supplement payment of \$3.61. Effective August 5, 2013, full-time employees hired on or after June 30, 2011 shall have \$1.81 (per hour paid), deducted from their benefit supplement payment of \$3.61 for health care.

All part time employees and full-time employees not receiving health insurance coverage shall receive a health and welfare payment of \$3.61 per hour.

Full-time Employees not receiving healthcare may sign up for health care between May 15 through May 31, 2013. Employees who sign up for healthcare will be eligible June 1, 2013. Eligible employees who sign up for healthcare during this period shall have shall have \$1.75 (per hour paid) deducted from their benefit supplement payment of \$3.61 effective June 1, 2013 and shall have \$1.81 (per hour paid), deducted from their benefit supplement payment of \$3.61 for health care effective August 5, 2013.

Effective January 1, 2014, full-time Employees who receive health insurance coverage shall have \$1.81 (per hour paid) directed from their benefit supplement payment of \$3.61 per hour paid. Effective July 1, 2014, said rate shall increase to \$1.92 per hour paid. Effective July 1, 2015, said rate shall increase to \$2.05 per hour paid.

**B. SEIU 32BJ Health Fund.**

Effective January 1, 2014, incumbent full-time Employees (hired before June 2, 2013) shall have the option to decline Tri-State single Kaiser coverage through the Building Services Local 32BJ Health Fund of benefits and must decline such coverage as part of "open enrollment" process of the SEIU 32BJ Health Fund. 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 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. Full-time employees enrolled in the 32BJ health fund will not be eligible for open enrollment. The 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 Union shall make reasonable efforts to assist the Fund. Employees who initially decline coverage will be required annually during the open enrollment period to show adequate coverage to opt out of health coverage provided herein. Employees who fail to do so will be automatically enrolled in the health plan.

All full time employees hired on or after June 30, 2011 will be eligible for health insurance and the Employer shall make contributions on their behalf with no waiting period. These employees shall not be eligible for the open enrollment process.

For employees receiving health coverage, the Employer shall make monthly payments to the fund consistent with Article 19.1.B. There shall be no waiting period for eligibility or employer payment.

**C.** The employer shall establish and maintain a program pursuant to the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow employees to choose between receiving the amounts above as cash paid in the employee's wages or having the amounts paid to the Building Service 32BJ Health Fund as an employer contribution for health coverage.

**D. SRSP/401(k).**

The Employer shall continue participation 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.

Effective August 5, 2013, 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 obligation to contribute shall commence upon an employee's first date of employment at a D.C. City Wide Sector II site. There shall be no waiting period for employees to become eligible to participate in the Fund. The rate of Employer contribution shall be:

Effective June 2, 2013 - \$.10 per hour paid.

**3. Seniority.** Modify Article 10.1, 10.6 and 10.7 as follows:

**10.1** After completion of the probationary period, an employee shall attain seniority as of his or her original date of hire. Unless otherwise provided, seniority shall be defined as an employee's length of service with the Employer, or at a District of Columbia Contracted position, whichever is longer. Notwithstanding the foregoing, an employee's seniority as of the effective date of this Agreement shall be the employee's date of hire with the Employer or a predecessor employer from which 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 District of Columbia public account simultaneously. The Employer shall work with the union to resolve any disputed seniority dates brought to their attention 90 days following the ratification of this agreement. Following said 90-day period, the parties will append hereto as Appendix "B" a list of all employees at the sites covered by Article 1.1 and their then-agreed upon seniority dates. If a dispute over a seniority date remains unresolved, the dispute will go to the final step of the grievance process before arbitration. During the grievance and arbitration process, the burden of establishing a seniority date, if different from