2019 Washington D.C. Security Contractors Agreement

Between

Security Assurance Management

And

Service Employees International Union, Local 32BJ

Effective
February 11, 2019 through January 18, 2022

Entered into between Security Assurance Management Inc. (the "Employer") and Service Employees International Union, Local 32BJ ("Union") covering security officers of the Employer employed at District of Columbia Public Sector I & III Locations (the "Sector I & III unit").

TABLE OF CONTENTS

ARTICLE 1: RECOGNITION....3

ARTICLE 2: UNION SECURITY....3

ARTICLE 3: CHECK OFF....4

ARTICLE 4: DISCHARGE AND DISCIPLINE....5

ARTICLE 5: DRUG TESTING AND BACKGROUND CHECKS....5

ARTICLE 6: NO STRIKES, PICKETING OR OTHER INTERRUPTION OF WORK/ NO LOCKOUTS....6

ARTICLE 7: MANAGEMENT RIGHTS....6

ARTICLE 8: NON-DISCRIMINATION....8

ARTICLE 9: CONTRACTOR TRANSITION....8

ARTICLE 10: SENIORITY....10

ARTICLE 11: TRAINING....12

ARTICLE 12: WORKWEEK, OVERTIME....13

ARTICLE 13: METHOD OF PAY....14

ARTICLE 14: WAGES....15

ARTICLE 15: HOLIDAYS....16

ARTICLE 16: LEAVES OF ABSENCE....18

ARTICLE 17: UNIFORMS....19

ARTICLE 18: VACATION....19

ARTICLE 19: HEALTH BENEFIT.....20

ARTICLE 20: SUPPLEMENTAL RETIREMENT AND SAVINGS PLAN (SRSP).....20

ARTICLE 21: PROVISIONS APPLICABLE TO ALL FUNDS.....22

ARTICLE 22: MOST FAVORED NATIONS.....23

ARTICLE 23: UNION VISITATION.....24

ARTICLE 24: GRIEVANCE/ARBITRATION.....24

ARTICLE 25: COMPLETE AGREEMENT AND WAIVER.....27

ARTICLE 26: PERSONAL DAYS.....27

ARTICLE 27: BEREAVEMENT PAY AND JURY DUTY.....28

ARTICLE 28: SUCCESSOR AND ASSIGNS.....28

ARTICLE 29: IMMIGRATION.....29

ARTICLE 30: SAVINGS CLAUSE.....29

ARTICLE 31: MAINTENANCE OF CONDITIONS.....29

ARTICLE 32: LABOR MANAGEMENT COMMIITTEE.....29

ARTICLE 33: DURATION.....30

Article 1: Recognition

1.1 This Agreement shall apply to all full-time and regular part-time security officers employed at or assigned to the District of Columbia Public Sector 1&3 locations in Washington D.C. excluding managers, supervisors, professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act.

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 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.

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 ((31st)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 maintain accurate employee information and transmit dues, initiation fees, American Dream Fund or Political Action Fund contributions, and all legal assessments deducted from employees' paychecks to the Union electronically via ACH or wire transfer 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.

3.3 The Employer shall deduct and remit to the Union the dues or other monies in accordance with this Article by the twenty-fifth (25^{th}) day of each month. If the Employer fails to deduct or remit to the Union the dues or other monies by the thirtieth (30^{th}) 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^{th}) day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control.

3.4 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. The Employer agrees to use progressive discipline except in instances wherein immediate discharge or suspension is justified. Discipline shall be issued as soon as possible, but no later than five (5) business days after the close of an investigation. Investigations shall be completed within a reasonable period of time. A copy of the disciplinary report shall be provided to the member.

Upon request of the Union, the Employer shall give the Union a copy of the disciplinary or discharge form, or in lieu of, a written statement describing the general reason(s) 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 written disciplinary warnings shall be removed from the employees file after eighteen (18) months and cannot be used thereafter as part of the disciplinary procedure.

4.3 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. If a Steward or Union Representative is requested by the Employee but unavailable, the Employer will make reasonable efforts to reschedule the meeting to a time when a Steward or Union Representative is available to attend the meeting.

4.4 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, provided the Employer shall obtain the customer/client demand in writing or in e-mail or if the demand is not in writing the Employer shall obtain from the customer/tenant a good faith reason to justify such removal apart from the demand itself. Upon written request, by the Union, the Employer shall provide the customer/tenant's written 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. Furthermore, the Employer shall not permanently fill the position being vacated by the Employee being removed without posting the position for a period of two (2) weeks. When the Employer does permanently fill the vacated position, the Employer will provide the Union written notice of the name of the replacing individual and their work schedule for the previous two months. 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.

Subject to the rights afforded to the Employer under Section 7.3 of the D.C. Master Agreement, where the Employer takes over an account providing service to the Washington, DC government where the employees are currently represented by the Union, the Employer shall offer employees the position that most closely matches their current schedule. Where the available schedules do not match employees' current schedule, the Employer shall offer all positions to employees on the basis of seniority.

7.4 The Employer shall promptly notify the Union in writing, 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, gender identity or expression, 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, 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 parties have attached Appendix B a list of employees covered by Article 1.1 and their 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 the date of hire with the Employer shall be on the Employee. Any resolution of seniority dates that differ from seniority dates utilized by the Employer prior to the execution of this agreement and that bear an economic consequence shall apply (from an economic perspective) prospectively from the date of resolution.

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, unless the Employer agrees to a leave of absence that is longer; 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.

Example: An SPO position opens up at 2700 Martin Luther King Jr. Ave. SE with hours of M-F 9am-5pm. Three officers apply for the position. SPO Pam Smith works at 2700 Martin Luther King Jr. Ave. SE already and has a seniority date of 6/12/2009. SPO Shaniece Jones is a floater and has a seniority date of 5/25/2007. SO Brian Hawkins works at St. Elizabeth's and has a seniority date of 4/12/2007. The Employer makes the determination that Smith and Jones are both qualified for the position because they have the appropriate license and training and that both are also suitable. The Employer makes the determination that Hawkins is not qualified for the position because he does not hold an SPO license. Since Jones has an earlier seniority date, she will be given the position.

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.

Example: There are 5 SPOs and 5 SOs working at 1600 K Street NW. DGS orders a reduction in the force of 2 SPOs at the site. The seniority by classification at the site is as follows:

SPOs:	John Grace	2/15/2004	SOs:	Mary Edwards	8/10/2016
	William Brooks	2/15/2004		Helene Johnson	9/21/2016
	Gary Smith	8/2/2004		Khadijah Mohamed	12/3/2016
	Florence Black	9/18/2006		Marie Francois	3/12/2017
	Geraldine Taylor	10/15/2008		Bryon Johnson	6/15/2018

Using seniority by classification, Florence Black and Geraldine Taylor will be laid off from this site.

10.6 An employee who is laid off shall be permitted to bump the Employee with the least amount of seniority at another facility or location that is part of the District of Columbia City Wide Sector I or III unit whose schedule generally matches that of the laid off employee (for example a day full-time employee laid off could bump the least senior day full time employee), provided the Employee is qualified, suitable, and available to work.

Example: Using the example above in 10.5, Florence Black and Geraldine Taylor shall be eligible to bump the least senior SPOs that are part of the District of Columbia City Wide Sector 1&3 unit whose schedule generally matches that of their own unless there is no less senior employee or Black and/or Taylor are not qualified, suitable and available to work.

10.7 The Employer may temporarily or permanently assign an employee to another building that is part of the District of Columbia – City Wide Sector 1&3 unit, provided that employees so assigned shall 1) not a have reduction in hours or pay rate unless the Employer exhausts all of the options in Article 7.3 and 2) 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. Such assignments shall not be made arbitrarily. This section shall not apply for situations where the employee requests the transfer.

10.8 Part-time employees shall be given preference over new hires 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 Employees who have an SO license who want to be sponsored by the Employer for a SPO license shall be considered in order of seniority provided that in the Employer's opinion, the employee is suitable. The Employer generally requires that an employee be employed by the Employer for at least 1 year in order to make a suitability determination. The Employer may also consider prior military experience, prior law enforcement experience and prior SPO experience when making this determination. The responsibility of paying for the second license shall be the employee's.

10.10 The Employer will post all job vacancies and positions at mutually agreeable locations and on the Employer's E-Hub.

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. The Employer will provide at least 5 business days' notice of the scheduling of training except in cases where 1) the Employer determines remedial training is required because of PSD penetration tests or 2) training is requested by the employee.

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.

The Union and Employer agree to clarify Article 11.3 in that the employee is responsible for the costs associated with renewing their applicable state (or District) licensing fee, including the cost of renewing their firing range test. The Employer shall be responsible for the cost of all other training with the understanding that the Employer shall first be afforded the opportunity to provide the requisite training. Thereafter, should the Employer be unable to conduct the training, only approved third-party providers (along with the cost of such training) may be utilized by the Employees. The Employer will make reasonable efforts to notify employees of necessary tests needed to renew their license at least three months before expiration, and where the Employer provides classes, the Employer shall make reasonable efforts to make classes available before the expiration of an employee's license.

11.4 Employees who are required by the Employer to attend training shall be paid no less than their contractual wage and supplement rate under this rider agreement.

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 paid meal break and two fifteen minute paid breaks. 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. If post orders prevent the employee from eating on post, the employee will be relieved from post for the meal period. 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.

12.4 For employees for whom the Employer has a valid email or text address, the Employer shall notify employees of openings, assignments, vacancies, vacant posts, open shifts and promotion opportunities. The Employer shall post openings, assignments, vacancies, vacant posts, open shifts, promotion opportunities and training opportunities on the

Employer's E-Hub system. Postings will also be available at the Security Assurance Management office.

12.5 For employees with variable schedules, the Employer shall post schedules via E-Hub by Tuesday of each week.

12.6 Employees who want to pick up additional shifts shall notify the scheduler of their availability for the week or pay period.

12.7 Employees classified as Full-Time but who are not scheduled for 40 hours or work in a week shall be given preference by seniority in bidding for open assignments, vacant posts and vacant shifts.

12.8 Employees who want to pick up additional shifts shall notify the scheduler and or applicable Captains or Supervisors of their availability for the week or payroll period.

12.9 The Employer may only reduce an employee's scheduled hours under the following circumstances:

- There has been a change in the scope or specifications of the work by the client.
- A building or part of a building shuts down because of construction.
- A seasonal layoff.

Any such reductions shall be done in inverse seniority order as set forth in Article 10.

12.10 Unplanned Closures: The Employer shall pay employees for their regularly scheduled hours during unplanned closures of District of Columbia Government locations. These would include inclement weather, natural disasters, government shutdowns etc…, so long as the Employer is compensated for such days. If the Employer is not compensated, employees would not be paid. Employees will only be paid for days or partial days for which the Employer is compensated.

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. The Employer shall provide on the Employer's electronic system pay statements itemizing hours worked, rates of pay, and any deductions from their pay. While the Employer's electronic system is not yet fully operational, 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.

13.3 Where there is no reasonable disagreement on a payroll error made by the Employer, the Employer will correct the payroll error as soon as practically possible and no later than two business days after the error was brought to the Employer's attention.

13.4 The Employer shall provide vacation and sick leave balances on the Employer's electronic system. If the Employer is unable to provide vacation or sick leave balances on the Employer's electronic system, the Employer will provide a written or emailed vacation and/or sick leave balance to the employee within two (2) business days of receiving a written or e-mailed request of such from the employee.

13.5 The Employer agrees to have its electronic system fully operational by April 15th, 2019.

Article 14: Wages

14.1

Hourly Wage Rate.

The minimum rate for Security Guard 1 shall be:

April 18, 2019 –	$18.95
April 18, 2020 -	$19.72
April 18, 2021 -	$20.52

The minimum rate for SPO Guard II shall be:

April 18, 2019 –	$27.05
April 18, 2020 -	$27.82
April 18, 2021 -	$28.62

The minimum raise shall be:

April 18, 2019 –	$0.75
April 18, 2020 -	$0.77
April 18, 2021 -	$0.80

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

14.3 **(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.

14.4 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.

14.5 **Travel.** The Employer shall pay a minimum of the IRS mileage reimbursement rate for the employees asked to drive between worksites during their shift or a minimum of $2.00 per location shift if the employee must take public transportation. This shall not include the cost of arriving at the first location or leaving the last location worked in a day.

Article 15: Holidays

15.1 The following holidays days shall be recognized and observed on the date on which they are observed by the District of Columbia: – New Year's Day, Martin Luther King Jr. Day, Presidents Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day.

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

15.2 The Employer shall post a list of the holidays observed at the building at each work site as listed below:

2019

New Year's Day	Tuesday, January 1st
Dr. Martin Luther King Jr.'s Birthday	Monday, January 21st
Presidents Day	Monday, February 18th
Emancipation Day	Tuesday, April 16th
Memorial Day	Monday, May 27th
Independence Day	Thursday, July 4th
Labor Day	Monday, September 2nd
Columbus Day	Monday, October 14th
Veteran's Day	Monday, November 11th

Thanksgiving Day	Thursday, November 28th
Christmas Day	Wednesday, December 25th

2020

New Year's Day	Wednesday, January 1st
Dr. Martin Luther King Jr.'s Birthday	Monday, January 20th
President's Day	Monday, February 17th
Emancipation Day	Thursday, April 16th
Memorial Day	Monday, May 25th
Independence Day	Friday, July 3rd
Labor Day	Monday, September 7th
Columbus Day	Monday, October 12th
Veteran's Day	Wednesday, November 11th
Thanksgiving Day	Thursday, November 26th
Christmas Day	Friday, December 25th

2021

New Year's Day	Friday, January 1st
Dr. Martin Luther King Jr.'s Birthday	Monday, January 18th
President's Day	Monday, February 15th
Emancipation Day	Friday, April 16th
Memorial Day	Monday, May 31st
Independence Day	Monday, July 5th
Labor Day	Monday, September 6th
Columbus Day	Monday, October 11th
Veteran's Day	Thursday, November 11th
Thanksgiving Day	Thursday, November 25th
Christmas Day	Friday, December 24th

2022

New Year's Day	Friday, December 31st
Dr. Martin Luther King Jr.'s Birthday	Monday, January 17th

15.3 It is understood that Full Time employees shall be paid 8 hrs of holiday pay for the above listed holidays. If an employee loses hours and pay due to a regular schedule that includes more than 8 hours on the day the holiday is observed and the employee's worksite is closed on the holiday, the Employer will attempt to find additional hours that week to make up the missed hours caused by the holiday. If the Employer is able to find additional hours for the employee that week, the Employer in this case only is not under the obligation of Article 12.1 to pay for a minimum of 4 hours of work at straight time.

Example: SO Yvette Hook works four (4) –ten (10) hour shifts, M-Th 8am-6pm. Her worksite closes on holidays and she does not work. On holidays that are on Mondays, she will only receive 8 hours holiday pay instead of the 10 hours regular pay she would receive if her worksite were open. As per Article 12.6, Officer Hook will notify her supervisor of her availability to pick up extra hours during the week. The Employer finds her a two hour shift to make up for the 2 hours she missed. The Employer is not

obligated to pay the employee for 4 hours because these hours are intended to make up the missed worked time from the employee's regular schedule.

15.4 The Employer will provide holiday pay to Part Time workers (defined as workers regularly scheduled for less than 30 hours) not scheduled to work on the holiday as defined below based on the following chart:

Average number of hours worked over the previous two payroll cycles	Holiday pay
Less than 10 hours	2 hours
10 or more hours but less than 20 hours	4 hours
20 or more hours but less than 30 hours	6 hours
30 or more hours	8 hours

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 Employees shall receive the following vacation entitlements based upon their length of employment with the Employer, or at a District of Columbia-contracted position whichever is longer. Employees will be entitled to the full amount of their vacation entitlement on their anniversary date. Employees who have not used their vacation upon arriving on their next anniversary date shall have all unused vacation 'bought back.' Vacation carryover will not be permitted. Consistent with the Service Contract Act and its implementing regulations, Employees shall be paid out for all accrued but unused vacation upon termination from the Employer.

After 1 year –	2 weeks
After 5 years -	3 weeks
After 15 years -	4 weeks

18.1.1 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.

18.1.1a Employees regularly scheduled to work a minimum of thirty-five (35) hours weekly shall be granted the full vacation entitlement of 40 hours per week upon their anniversary date. Employees regularly scheduled to work less than thirty-five (35) hours per week shall their vacation entitlement pro-rated. Regularly as the term is used in this article shall mean the weekly average number of hours paid to the employee during the previous ninety (90) days. There shall be no vacation entitlement reduction due to a reduction schedule within ninety (90) days of the employee's anniversary date.

Example: Full-time employees are due one week vacation (40 hours). A part-time employee works a regularly scheduled workweek of 20 hours. The part-time employee is due 20/40 or ½ the full-time worker's paid vacation, based on working half the time the full-time employee works.

18.1.2 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.

18.2 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

For this article only for the purposes of determining eligibility for health coverage, full time employees are defined as those employees regularly scheduled for 30 or more hours.

Effective July 1, 2019, all employees shall receive a health and welfare payment of $4.31 per hour. Employees who have previously selected health insurance coverage and who do not select to opt out as described in section 2 below shall have $247 deducted from their health and welfare payment twice monthly.

All part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of $4.31 per hour.

Effective July 1, 2020, employees shall receive a health and welfare payment of $4.43 per hour. Employees who have previously selected health insurance coverage and who do not select to opt out as described in section 2 below shall have $257.75 deducted from their health and welfare payment twice monthly.

All part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of $4.43 per hour.

Effective July 1, 2021, employees shall receive a health and welfare payment of $4.63 per hour. Employees who have previously selected health insurance coverage and who do not select to opt out as described in section 2 below shall have $275.75 deducted from their health and welfare payment twice monthly.

All part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of $4.63 per hour.

1. SEIU 32BJ Health Fund

Current Full-time Employees shall be given the option to decline health coverage provided through this agreement. In order to opt out, employees must provide

evidence required by the Fund to establish that they have ACA compliant health coverage elsewhere. Once enrolled, an employee will not be able to opt out until the next Open Enrollment period.

The Open Enrollment period is established by the Fund, occurs annually and consists of a 30 day period within which an Employee who is enrolled can opt out and an Employee who initially opted out must demonstrate ACA compliant health coverage in order to maintain their declination of coverage under this agreement. Employees who fail to demonstrate coverage will be enrolled in the 32BJ Building Service Health Fund. The Employer shall not contribute to the Fund on behalf of employees who have opted out as provided herein. 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.

For new hires and part time employees who become full time employees, there shall be a ninety (90) day wait period. New hires and part time employees who become full time employees who do not notify the Fund they are opting out in the first ninety (90) days of employment or part time to full time status change, shall be automatically enrolled in the health coverage and employer contributions shall begin on the 91st day for those employees who are enrolled in the Fund.

The Employer agrees to provide the Union a list of new employees and employees who change from PT to FT status by the end of each month. The Union will provide and update the name and contact information for the designated recipient of this information.

2. 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 (as a result of declining coverage in accordance with Paragraph 3(a) herein) or having the amounts paid to the Building Service 32BJ Health Fund as an employer contribution for health coverage.

3. The Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act, to eligible full-time employees covered by medical insurance through the fund 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, prior to January 1, 2016. If the necessary confirmations and documentation can be provided, the Employer shall establish and sponsor a plan in compliance with the requirements of Section 125 of the Internal Revenue Code, and any regulations issued thereunder, to allow full-time employees to choose between receiving the amounts above as cash paid in the

employee's wages or paying the Health Fund for dependent health care coverage. Upon written authorization by the Employee, the Employer shall deduct from the Employee's wages in equal amounts every pay period, on a pre-tax basis, an amount which shall equal the applicable monthly contribution described above and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

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

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

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:

Effective 7/1/2019 - $.18 per hour paid
Effective 7/1/2020 - $.23 per hour paid
Effective 7/1/2021 - $.28 per hour paid

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 the following Arbitrators, Charles Feigenbaum, Roger Kaplan, Alan Symonette, Garvin Oliver and Joyce Klein 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. In the event of the retirement, resignation or death of one of the two arbitrators that have been appointed to the panel, the parties shall meet and shall mutually appoint a new two-person panel. The Union shall jointly notify the Employer and the next available panel Arbitrator of the selection of the Arbitrator for the grievance matter.

The Union shall maintain a list of the panel Arbitrators selected by mutual agreement of the parties, the initial order being alphabetical by last name. When a demand is made for arbitration, the Union shall request date(s) for arbitration from the Arbitrator whose name appears on the top of the list. If the Arbitrator is not able to schedule a hearing on date(s) when the parties are available, within a reasonable period of time from the date of the demand, the Union shall request date(s) for arbitration from the Arbitrator whose name next appears on the list. Once a hearing has been scheduled with an Arbitrator, that Arbitrator's name shall be moved to the bottom of the list.

By mutual agreement of the Union and the Employer, the parties may terminate the services of any panel Arbitrator. Successor or additional Arbitrators shall be appointed by mutual agreement of the parties.

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.

26.2 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 four (4) hours prior to the employee's starting time. The Employer agrees that the first three (3) late call-offs with at least two (2) hours prior notice but less than four (4) hours prior notice will not incur discipline. The Employer will deal with complaints against Captains who resist accepting and accommodating early call-offs. Whenever possible, employees shall attempt to give more advance notice.

26.4 When an employee submits a leave request form for personal leave with their timesheet, the employee will be paid for the personal leave in the same payroll period of that timesheet.

26.5 Personal days not used by the end of the calendar year shall be paid out by January 15th 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), employees shall receive two (2) days paid leave, up to three *(3) days* paid leave in a calendar year irrespective of the number of applicable incidents. 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: Labor Management Committee

32.1 A meeting between the Employer and the Union may be held once each quarter, if requested by either party at a time and place mutually acceptable to both parties for the

purposes of discussing matters of mutual concern between the Employer and the Union. The attendees at the meeting shall consist of the Employer's representatives and the Union's representatives not to exceed five (5) attendees from each party. The parties will exchange a written proposed agenda for this meeting within five (5) working days of the scheduled meeting. The attendees of the labor/management meetings shall have no power to change, alter or amend this Agreement. It is understood that these meetings are not intended to supplant the grievance and arbitration procedure as set forth in the Agreement.

Article 33: Duration

33.1 This Agreement shall take effect on February 11, 2019 and shall expire on January 18, 2022.

33.2 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

By: Richard Gibson

Dated: 5/6/19

Security Assurance Management

By: Russell Stephens

Dated: 5/1/19

Rider Agreement for D.C. Public Sites
Sector II

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

The parties' 2019 Washington D.C. Security Contractors Agreement for DC Public Sectors I & III and/or any subsequent renewal agreements, shall apply to the D.C. Public Sites, Sector II, 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, 2019 -	$19.66
August 5, 2020 -	$20.41
August 5, 2021 -	$21.31

The minimum rate for Armed SPO Guard II shall be:

August 5, 2019 -	$28.07
August 5, 2020 -	$28.82
August 5, 2021 -	$29.72

The minimum raise shall be:

August 5, 2019 -	$.60
August 5, 2020 -	$.75
August 5, 2021 -	$.90

2. **SRSP.** The following shall replace Article 20:

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:

Effective 7/1/2019 -	$.20 per hour paid
Effective 7/1/2020 -	$.25 per hour paid
Effective 7/1/2021 -	$.35 per hour paid

3. Duration. June 2, 2019 through June 1, 2022.

For SEIU Local 32BJ	Security Assurance Management
Name Printed:	Name Printed: Russell A. Stephens/President
Date: 9/23/19	Date: 09/20/19