

**Rider Agreement for D.C. Public Sites
Sector I and III**

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 Public sites (the "D.C. City Wide Sector I and III").

The parties' 2012 Washington D.C. Security Contractors Agreement and/or any subsequent renewal agreements, shall apply to the D.C. Public Sites, Sectors I and III, 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 I shall be:

April 18, 2016 – \$16.70

April 18, 2017- \$17.45

April 18, 2018-\$18.20

The minimum rate for Armed SPO Guard II shall be:

April 18, 2016 – \$24.80

April 18, 2017- \$25.55

April 18, 2018- \$26.30

The minimum raise shall be:

April 18, 2016 – \$0.75

April 18, 2017- \$0.75

April 18, 2018- \$0.75

2. Health & Welfare.

A. Health and Welfare Supplement Payment.

Effective February 13, 2016, full time employees who are already receiving single health insurance coverage or who are newly eligible shall have \$2.05 (per hour paid) deducted from their benefit supplement of \$3.51. Full-time employees (or part time employees who become full time) hired on or after March 16, 2014, shall have \$2.05 (per hour paid), deducted from their benefit supplement of \$3.51 through and until June 30, 2016.

All part time employees and full-time employees not receiving single health insurance coverage shall receive a health and welfare payment of \$3.51 per hour through and until June 30, 2016.

1. Effective July 1, 2016, employees enrolled in health insurance coverage shall have \$2.21 per hour paid deducted from their benefit supplement of \$3.67.
Effective July 1, 2016, all part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of \$3.67 per hour.
2. Effective July 1, 2017, employees enrolled in health insurance coverage shall have \$2.37 per hour paid deducted from their benefit supplement of \$3.83.
Effective July 1, 2017, all part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of \$3.83 per hour.
3. Effective July 1, 2018, employees enrolled in health insurance coverage shall have \$2.58 per hour paid deducted from their benefit supplement of \$4.04.
Effective July 1, 2018, all part time employees and full time employees not receiving health insurance coverage shall receive a health and welfare payment of \$4.04 per hour.

B. SEIU 32BJ Health Fund.

For all employees hired on or before March 31, 2014, who were unable to opt-out of healthcare coverage during the opt-out period provided for in the previous Rider and, therefore, are currently receiving health coverage, there will be a one time "Special Open Enrollment" period from March 15, 2016 through April 15, 2016 in which those employees may elect to decline healthcare coverage. Additionally, the Employer and the Union agree that the list of people in Exhibit A who were employed on March 31, 2014 and who were incorrectly classified as Part-time and later classified as Full-time employees but never had the opportunity to participate in the opt-out process shall also be given the same option from March 15, 2016 to April 15, 2016 to decline healthcare coverage. In order to opt out, employees must provide evidence required by the Fund to establish that they have ACA compliant health coverage elsewhere.

The Open Enrollment period is established by the Fund, occurs annually and consists of a 30-day period within which an Employee who initially opted out must demonstrate ACA compliant health coverage in order to maintain their declination of coverage under this agreement. Only employees who can demonstrate adequate coverage elsewhere shall be permitted to continue to decline coverage. Employees who previously declined coverage prior to January 1, 2014 or who decline coverage during the "Special Open Enrollment" period, will be required annually (during the open enrollment period) to show adequate coverage to continue to remain opted-out of health coverage. Employees who fail to do so will be automatically enrolled in the health plan. 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 fail to do so will be automatically enrolled in the health plan. Once an employee has enrolled in such program, he/she may not opt-out or decline coverage other than to make an election between employee only or dependent coverage. 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.

Dependent Health Care Coverage:

Effective January 1, 2016 the Health Fund shall offer dependent health care coverage that satisfies the requirements of the Affordable Care Act to eligible full-time employees currently enrolled in Health coverage 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 elect to make pretax premium contributions to 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 listed below and remit those employee contributions to the Health Fund in accordance with the Health Fund's policies and procedures.

The Employer shall make the following monthly contributions to the Health Fund on behalf of each employee who elects dependent child coverage:

Effective January 1, 2016	\$812 per month
Effective January 1, 2017	\$873 per month
Effective January 1, 2018	\$939 per month

The employer shall deduct the following amounts from employees' paychecks for those employees who elect dependent coverage.

Effective January 1, 2016	\$443 per month
Effective January 1, 2017	\$476 per month
Effective January 1, 2018	\$512 per month

Newly hired employees may elect dependent child care coverage any time within one hundred twenty (120) days of their dates of hire, although coverage cannot begin earlier than the ninety-first (91st) day of employment.

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.

The Employer and Union will facilitate open enrollment periods with the Health Fund and make such changes as may be required by the Fund in accordance with its enrollment rules as may be amended. Employees who do not respond in open enrollment shall be placed in single coverage. Enrollment of dependents for those who elect dependent child coverage shall follow the Fund's eligibility and special enrollment rules.

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.

C. SRSP/401(k).

The Employer shall begin 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 July 1, 2016, 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. The obligation to contribute shall commence upon an employee's first date of employment at a D.C. Public 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 7/1/16 - \$.05 per hour paid.

Effective 7/1/17 - \$.10 per hour paid

Effective 7/1/18 - \$.15 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 site, 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 the date of hire with the Employer, shall be on the Employee. Any resolution of seniority dates that differ from current dates 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; 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.
- 10.6 An employee who is laid off shall be permitted to bump a less senior Employee at another facility or location that is part of the District of Columbia-contracted unit, provided the Employee is 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-contracted unit, 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.

4. Training. Article XI shall apply with the following additional provision.

Subject to Paragraph 10 of this Rider, 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.

5. Workweek, Overtime.

Replace 12.3 with the following:

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 15 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. 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.

ADD:

12.4 The Employer shall attempt to, weekly or bi-weekly, post via E-Hub the work schedule by (Tuesday) of that week.

12.5 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 pay period.

6. Holidays. Replace Article XV with:

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.

- 7. Bereavement Leave.** 2 days paid leave when an eligible family member listed in the DC Master passes away, but total paid leave under this provision shall not exceed three days in a calendar year irrespective of the number of applicable incidents. All conditions for eligibility as per the DC Master.
- 8. Contractor Transition.** 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.
- 9. Discipline and Discharge.** The Union and Employer agree to clarify Article 4.2in that 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.
- 10. Travel.** The employer shall pay a minimum of the IRS mileage reimbursement rate for 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.
- 11. Training.** 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.

The Parties agree to discuss the creation of a joint labor – management committee to discuss issues relating to training.

- 12. Vacation.** Article XVIII shall be modified as follows: Sections 18.1.7, 18.1.8, and 18.4 shall remain as per the D.C. Master. Add the following:

Employees shall receive the following vacation entitlements based upon their length of employment with the Employer, or at a District of Columbia-contracted account, 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

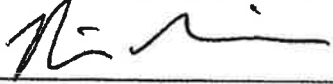
After 15 years – 4 weeks

- 13. Labor Management Committee.**

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.

14. **Duration.** February 13, 2016 through January 18, 2019.

For SEIU Local 32BJ



Name Printed: Richard Gibson

Date: 2/17/16

For AlliedBarton Security Services LLC



Name Printed: DAVID CHAPLA

Date: 2/17/16