# Pittsburgh Security Contractors Agreement

**2015 – 2018**


**SEIU Local 32BJ**
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## PREAMBLE

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

## ARTICLE 1: RECOGNITION

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

- All City multi-tenant commercial office buildings of at least 100,000 square feet
- All City single tenant commercial office buildings of at least 100,000 square feet
- Museums and similar cultural institutions ("similar cultural institutions" is intended to refer to cultural institutions typically open to the public such as, by way of example, performing art centers, but is not intended to include all not-for-profit organizations)
- Higher education (which is not intended to include higher education accounts where the client is a typical commercial office user rather than a traditional campus facility)
- Healthcare facilities where a union represents a substantial portion of the facility's employees
- Other accounts where Local 32BJ or any local of the Service Employees International Union represents other employees
- All government and quasi-government accounts (e.g. convention centers, public event venues, transit systems in the City of Pittsburgh or in Allegheny County , including but not limited to the City-County Building; Municipal Courts Building; Community College of Allegheny County (CCAC)*; Housing Authority of the City of Pittsburgh; Pittsburgh Parking Authority; Pittsburgh International Airport; Allegheny County Airport; Office of Children, Youth and Families; David L. Lawrence Convention Center and the Consol Energy Center
- Any other site located in the City of Pittsburgh or Allegheny County that is subject to the Allegheny County or City of Pittsburgh Service Worker Prevailing Wage

Ordinances, as those ordinances exist as of the effective date of this Agreement, and only if one or more of the following conditions are met:

- The client makes it a requirement that the Employer complies with the applicable City or County Prevailing Wage Ordinance or otherwise acknowledges in writing that the Employer's work for the client is subject to the City or County Prevailing Wage Ordinance; or
- There is a final and binding decision by the relevant judicial, legislative or executive entity, with no further right of appeal by the client that the Employer's work for the client is subject to the City or County Prevailing Wage Ordinance.

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

*State Liquor Stores and State Contracted Accounts shall be excluded under this Agreement.

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

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

3. The Union is recognized as the exclusive collective bargaining representative for all classifications of security employees within the bargaining unit defined above. Upon execution of this Agreement, the Employer will provide to the Union in writing the name, home address, primary telephone number, work location, job classification, part-time/full-time status, shift information, and wage rate of each employee working at the locations subject to this Agreement. This information shall be transmitted electronically.

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

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

## ARTICLE 2: NO DISCRIMINATION

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, veteran status, sexual orientation, genetic information, or against a qualified individual with a disability (defined by the Americans with Disabilities Act), or any other characteristic protected by law. No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

## ARTICLE 3: UNION MEMBERSHIP

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

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

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

4. On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and primary telephone number. Every six months upon request by the Union. the Employer shall Electronically provide the Union a list of all of its employees covered by this Agreement providing name, Social Security number (or other unique nine digit identifying number), date of

hire or termination, work location and address and primary telephone number. This information shall be transmitted electronically.

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

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

7. The Union will completely defend and indemnify the Employer, and hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any provisions of this Article, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the Employer's consent, which shall not be unreasonably withheld.

## ARTICLE 4: PROBATIONARY PERIOD

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

## ARTICLE 5: SENIORITY

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

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

a. Resignation, retirement, or voluntary termination;

b. Discharge for cause;

c. Voluntary promotion into any non-bargaining unit position, unless the employee returns to the bargaining unit within six (6) months of the promotion, in which case the Employee's seniority shall be fully restored, less any time in the non-bargaining unit position;

d. Inactive employment for any reason exceeding six (6) months or an Employee's length of seniority; whichever is less; or

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

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

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

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

5. Except as provided in section 4 above, an employee who is laid off shall not be permitted to bump an Employee at any account or location. However, the laid off Employee shall have the right, for three (3) months to fill positions within the Employee's classification that may become available at the same account or location or at other accounts or locations subject to this Agreement, provided in the reasonable opinion of the Employer the Employee is qualified, suitable, and available to work. In higher education sites, Employees will remain on the recall list and shall retain their seniority for the duration of all seasonal layoffs, even if longer than three (3) months.

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

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

8. Subject to paragraph 3 above, part-time employees shall be given preference by seniority in bidding for open full-time positions, provided that, in the reasonable opinion of the Employer, the employee is qualified, suitable, and available to work. Seniority shall be determinative when all other job-related factors are equal.

## ARTICLE 6: DISCHARGE AND DISCIPLINE

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

2. All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.

## ARTICLE 7: GRIEVANCE/ARBITRATION PROCEDURE

1. **Grievance Procedure**

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

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

**Step 1.** The Union and the immediate supervisor shall attempt to resolve any disputes or differences covered by this Article at the time they arise, or as soon as practicable thereafter. In the event they are unable to resolve the issue, the grievance shall be reduced to writing by the Union, and the grievance will state a summary of the facts, the specific portion of the Agreement allegedly violated

and the date the alleged violation occurred, and will be submitted to the Employer's designated representative within ten (10) business days from when the grievant knew or should have known of the facts giving rise to the grievance.

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

**Step 3.** Following a request for a Step 3 meeting, the Union representative and the Employer representative, who, if practicable, shall not be the person who participated in either Step 1 or Step 2 on behalf of the Employer, shall meet within ten (10) business days. A written decision by the Employer shall be rendered within ten (10) business days of the Step 3 meeting. For all discharge and suspension grievances, the designated Union representative and the designated Employer representative will meet within ten (l0) business days of the receipt of the grievance notice in an attempt to resolve the issue.

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

2. **Arbitration**

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

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

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

c. If either party asserts that the dispute or difference is not properly a "grievance," the fact that the grievance has been dealt with under the contract grievance machinery

shall not be considered by the Arbitrator in determining whether or not the grievance is arbitral.

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

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

3. **Time Limits**

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

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

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

4. **Employer Initiated Grievances**

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

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

6. Regarding wage and hour claims or disputes:

a. The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, including the standard deadline by which such grievances must be initiated. The employees (by and through the Union) shall be provided all substantive rights and remedies available under applicable law.

b. Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the department of labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 6(a) an individual cannot pursue class and/or collective wage and hour claims or disputes to the department of labor or through civil litigation.

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

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

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

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

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

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

## ARTICLE 9: MANAGEMENT RIGHTS

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

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

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

4. The foregoing statements of management rights and Employer functions are not exclusive and shall not be construed to limit or exclude any other inherent management rights not specifically enumerated.

5. The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the Employers suitability determination, to fill positions that become available within 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. (If the employee is no longer working during any portion of this ten-day period, the foregoing sentence shall not impose any obligation on the Employer to pay the employee for any such non-working days.) Before any other employees are hired, the Employer shall hire individuals who have chosen to go onto the recall list, provided they are qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

6. Transfers or removals of employees because of a reduction in force shall not be arbitrary, retaliatory or in violation of Article 2 (No Discrimination). The Employer shall make its best effort to promptly notify the Union, where possible in advance, of any significant reductions in the number of employees assigned to any work location covered by this Agreement.

## ARTICLE 10: WAGES

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

| DATE | WAGE INCREASE | MINIMUM RATE |
|---|---|---|
| October 1, 2015 | $0.70 | $10.50 |
| October 1, 2016 | $0.65 | $11.00 |
| October 1, 2017 | $0.60 | $11.75 |

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

2. Where required by a client account, an Employer may implement an increase in the wage rates set forth in this Article in the twelve months preceding the date on which the increase becomes due, so long as the Employer provides the Union with advance notice of the proposed increase and obtains the Union's consent, which consent shall not be unreasonably withheld. In such event, the increase shall be credited and count toward any required annual increases as set forth and required by this Article.

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

## ARTICLE 11: HEALTH BENEFITS

1. Health and Welfare Through and Until December 31, 2016: The Parties agree that the Employer shall, with respect to eligible Employees, maintain those Employer provided health care plans in effect as of the effective date of this Agreement and, in doing so, the Employer shall not materially alter said plans during the period in which said plans are in effect. The aforementioned health care plans shall remain in effect through and until December 31, 2016. Eligible employees shall be offered coverage under this section in accordance with the requirements of the Employer's health care plan and within the 90-day waiting period as required by law for Affordable Care Act-covered health plans effective January 1, 2016.

Dental and Vision Coverage Through and Until December 31, 2016: Employer shall continue to offer the current dental and vision plans as offered at this time, if any, until December 31, 2016.

2. Health and Welfare Effective January 1, 2017: Subject to Section 3 below, the Employer agrees to make payments as follows into a health trust fund, known as the Building Service 32BJ Health Fund (the "Health Fund"), to provide only eligible employees covered by this Agreement with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, subject to paragraph 7 below. Effective January 1, 2017 the rate of contribution shall be the rate established by the Health Fund Trustees, not to exceed $426 per month per full-time employee. Effective January 1, 2018 the rate of contribution shall be the rate established by the Health Fund Trustees, not to exceed $467 per month per full-time employee. Full-time employees shall be those employees determined to be benefits eligible consistent with the rules set forth in Paragraph 10 below. The Union has provided evidence to the Employer that the Health Fund has certified that it is "affordable," offers "minimum value" and is currently compliant with any requirements of the Affordable Care Act that apply to group health plans. The Union agrees to

provide the Employer with reasonable assurance on or about November 1, 2016 that the Health Fund meets the requirements in the preceding sentence.

3. Effective January 1, 2017 the obligation to contribute to the Fund shall commence ninety (90) days after the employee's date of hire, or on the date the employee becomes a full-time employee, whichever is later. Employees shall have a waiting period of ninety (90) days following their date of hire or in the case of an employee who has been employed by the Employer for at least 90 days and is changing from part-time status to full-time status, the employee shall become eligible to participate in the Fund effective on the date he becomes a full-time employee. Under no circumstances is the Employer obligated to contribute to the Fund with respect to any employee who is not yet eligible to participate in the Fund.

4. Dependent Health Care Coverage:

Effective January 1, 2017, the Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost:

| | |
|---|---|
| Effective January 1, 2017 | $937 per month |
| Effective January 1, 2018 | $1,027 per month |

Effective January 1, 2017, the Employer shall make the following monthly deductions from employee's paychecks for those employees who elect to purchase dependent child coverage, in equal installments the following amounts:

| | |
|---|---|
| Effective January 1, 2017 | $511 per month |
| Effective January 1, 2018 | $560 per month |

The Health Fund will offer newly hired employees dependent child coverage any time within ninety (90) days of their date of hire, although employees will be given up to 120 days from their date of hire to elect dependent child coverage. Coverage cannot begin earlier than the ninety first (91$^{st}$) 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 for 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.

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

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

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

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

9. a. The parties agree to continue to meet and bargain regarding an objective method of determining whether an employee is "full time" for the purposes of that employee's eligibility for the Health Fund contributions set forth in Paragraphs 2, 3 and 4, above. The parties will make all reasonable efforts to reach agreement regarding the method by April 1, 2016. The parties acknowledge that their mutual intent and agreement is that all employees who regularly work more than thirty (30) hours per week be eligible for health care contributions and that the remaining issue to be negotiated is a method of eligibility determination that reflects this mutual intent and agreement, is consistent with the requirements of the Affordable Care Act and any other law or regulation relating to healthcare eligibility and the administration of which is not unduly difficult for Employer.

b. In keeping with the parties' intent, all employees who have been employed for 90 days and are regularly scheduled to work 30 hours or more per week shall be eligible for health care coverage under this Agreement, even if that employee does not satisfy the objective method of eligibility determination negotiated by the parties. For example, an employee who is scheduled 30 hours per week but misses a shift because an unpaid holiday would not lose coverage. In order to achieve this end, Employer will, after each employee's initial 90 day determination period, inform the Union whether that employee is eligible for benefits within ten (10) business days of making the determination. Likewise, in the event an employee who was previously eligible for benefits fails to meet the applicable eligibility standard, Employer will inform the Union of that determination within ten (10) business days. In the event the Union

believes an employee regularly scheduled to work 30 hours or more per week has been improperly excluded from benefit eligibility, the Union will inform Employer of that belief within ten (10) business days. Thereafter, the parties will meet in a good faith effort to determine whether the employee's failure to meet the eligibility criteria was due to an unforeseen and unlikely to be repeated circumstance (in which case the employee will remain eligible for benefits) or due to a permanent change in the employee's work schedule (in which case the employee will not be eligible for benefits). In the event the parties are unable to reach an agreement, the matter will be handled pursuant to the grievance and arbitration provisions of this Agreement.

10. At any time on or after January 1, 2017, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards stated in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine or other assessable payment under ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within 15 days. Within the next 15 day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within 30 days of either party first receiving notice of noncompliance, the Employer may provide written notice to the Union that it is withdrawing from the Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 8 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Fund.

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

12. If the Employer fails to make required reports or payments to the Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law to enforce such reports and payments, together with interest and liquidated damages as provided in the Fund's Trust Agreement and any and all costs of collection including but not limited to counsel fees, arbitration costs and fees and court costs."

## ARTICLE 12: HOLIDAYS

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

January 1st
Martin Luther King Jr. Day
Memorial Day

July 4th
Labor Day
Thanksgiving Day
Christmas

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

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

**2015**

| | |
|---|---|
| New Year's Day | Thursday, January 1st |
| Dr. Martin Luther King Jr's Birthday | Monday, January 19th |
| Memorial Day | Monday, May 25th |
| Fourth of July | Saturday, July 4th |
| Labor Day | Monday, September 7th |
| Thanksgiving Day | Thursday, November 26th |
| Christmas Day | Friday, December 25th |

**2016**

| | |
|---|---|
| New Year's Day | Friday, January 1st |
| Dr. Martin Luther King Jr's Birthday | Monday, January 18th |
| Memorial Day | Monday, May 30th |
| Fourth of July | Monday, July 4th |
| Labor Day | Monday, September 5th |
| Thanksgiving Day | Thursday, November 24th |
| Christmas Day | Sunday, December 25th |

**2017**

| | |
|---|---|
| New Year's Day | Sunday, January 1st |
| Dr. Martin Luther King Jr's Birthday | Monday, January 16th |
| Memorial Day | Monday, May 29th |
| Fourth of July | Tuesday, July 4th |
| Labor Day | Monday, September 4th |
| Thanksgiving Day | Thursday, November 23rd |
| Christmas Day | Monday, December 25th |

**2018**

| | |
|---|---|
| New Year's Day | Monday, January 1st |
| Dr. Martin Luther King Jr's Birthday | Monday, January 15th |
| Memorial Day | Monday, May 28th |
| Fourth of July | Wednesday, July 4th |
| Labor Day | Monday, September 3rd |
| Thanksgiving Day | Thursday, November 28th |
| Christmas Day | Tuesday, December 25th |

## ARTICLE 13: VACATION

**1. Schedule.** Following one year of employment, all regularly scheduled full-time employees shall be eligible to receive paid vacation leave under the schedule below:

| **a. Years of Service** | **Vacation Leave Entitlement** |
|---|---|
| **i.** 1 year, but less than 3 | 1 week (up to 40 hours) |
| **ii.** 3 years, but less than 10 | 2 weeks (up to 80 hours) |
| **iii.** 10 years or more | 3 weeks (up to 120 hours) |

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

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

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

Employees hired before July 1, 2015 where a greater vacation accrual system is currently in place shall remain on said preferential accrual schedule.

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

**3. Credit.** Time-off work credited as paid vacation leave shall count as hours worked, for purposes of determining eligibility for vacation leave under this provision.

**4. Discretion.** The actual time of taking any vacation leave shall be subject to the Employer's reasonable discretion, so that the normal flow of operations will not be impeded.

**5. Unused Leave.** In the event that the service of an employee is terminated, whether voluntarily or involuntarily, the employee shall receive vacation pay for any unused vacation leave that the employee earned at the time of termination.

**6. Return From Vacation.** An employee returning from approved vacation shall be

restored to the location and position (including hours and shift) that he or she held prior to the vacation.

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

**8.** For purposes of this Vacation Article, an employee will be classified as a *full-time employee*, and then eligible to begin earning vacation allowance if they have worked, or otherwise been paid, on average, at least thirty (30) hours per week during the immediately preceding ninety (90) day period. Employees who do not maintain a ninety (90) day average of thirty (30) hours paid per week will be re-classified as part-time and not eligible to earn vacation allowance.

## ARTICLE 14: PAID & UNPAID TIME OFF

1. The following PTO schedule shall apply to all regularly scheduled full-time employees:

    a. Effective January 1, 2016, and each subsequent January 1 for the duration of this Agreement, regularly scheduled full-time employees with two years seniority shall be granted one paid day of PTO 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. Employers that use a calendar year paid time off system shall not have an accrual system that provides less than the anniversary system.

    b. Effective January 1, 2016, and each subsequent January 1 for the duration of this Agreement, regularly scheduled full-time employees with three years seniority shall be granted two days of PTO per calendar year. There shall be no pyramiding of clauses (a) and (b) of this Section.

    c. Except where a PTO day is for unanticipated illness or injuries, the employee must provide ten (10) calendar days' advance notice to the Employer of his or her intention to use a PTO day, and obtain the Employer's prior approval. Such approval shall not be unreasonably withheld. PTO under this Section may be used in increments of one or more days (no partial days).

    d. PTO accumulation is not eligible for cash out, nor can it be carried forward from year to year.

The Employer agrees to comply with the terms contained within the City of Pittsburgh Sick Ordinance as well as complying with the law as the effective date of the ordinance. The Employer shall provide any necessary enhanced leave pursuant to the sick ordinance as for those time frames wherein this existing provision of the Agreement does not meet the statutory minimums. The Employer will not detract from vacation or other paid leave allotments in order to comply with the Sick Ordinance. Earned PTO in 1.a and 1.b shall be applied to meeting the Employer's requirements in the City of Pittsburgh Sick Ordinance.

2. Interaction with other Leave

Any PTO used under this Article shall also reduce the time available to the employee for use under the Family and Medical Leave Act ("FMLA"), to the maximum extent permissible under law. For example, if an employee uses one day of accrued PTO for an event that qualifies the employee for unpaid leave time under the FMLA, then the time the employee has available under the FMLA shall also be reduced by one day. The intent of this provision is to provide benefits that are fully coordinated with, but not cumulative of, any rights the employee may have under the FMLA.

## ARTICLE 15: BEREAVEMENT LEAVE

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

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

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

## ARTICLE 16: JURY DUTY

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

## ARTICLE 17: WORKWEEK, OVERTIME, BREAKS

1. The workweek shall be the Employer's established weekly pay period in accordance with Employer's payroll policy. This Section shall not be construed as a guarantee of any number of worked days per week or hours worked per day. A regularly scheduled full-time employee will be granted a minimum of one (1) day (24 consecutive hours) off in each workweek. This excludes emergencies, including but not limited to staffing shortages (i.e. "no-call, no-show"), voluntary opportunities as well as special events. Unless otherwise required by law, all work performed in excess of forty (40) hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the employee's hourly rate.

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

3. Work schedules for the following week will be made available to employees pursuant to the Employer's scheduling policy. The Employer may, with reasonable notice, change the schedule of any employee to provide coverage for call-offs, vacations, illness or other unforeseen situations. Other than in the case of formal disciplinary suspension, no employee shall have his/her schedule reduced as a form of discipline.

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

5. **Meal and Rest Periods**:

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

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

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

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

(2) Employees who work longer than 10 hours in a work shift shall be entitled to a second 30 minute paid, on-duty meal period. The employees shall not leave the work site during that second 30 minute paid, on-duty meal period.

d. Off-Duty Meal Breaks (for sites where employees take unpaid. off-duty meal breaks.) The terms of the off-duty meal period are as follows:

(1) For each normal work shift, designated Employees shall take a 30 minute, unpaid, off-duty meal period. Off-duty meal periods shall not be considered time worked. Employees shall not perform any work and shall be allowed to leave the work site during the 30 minute, unpaid, off-duty meal period.

(2) To the extent that an employee works longer than 10 hours, he or she shall be entitled to a second 30 minute unpaid, off-duty meal period.

e. Rest Periods: Employees shall be provided a rest-period of not less than 10 consecutive minutes for each 4 hours worked (or major portion thereof) occurring as near as possible to the middle of the work period. For example, if employee begins work at 8 am, a rest period shall be provided as near as possible to 10 a.m.

f. Meal and Rest Period Report: If an employee misses a meal or rest period, within 72 hours, the employee shall complete a Meal and Rest Period Report, in writing, and provide to management. The Union and the Employer shall agree upon the form of the Meal and Rest Period Report. No employee shall be subjected to discipline, termination or other adverse action because he/she filed a Meal and Rest Period Report.

g. If any state or local law, regulation or wage order dealing with meal and/or rest periods provides more generous terms to the employee than are provided herein, the state or local law, regulation or wage order shall prevail.

6. The Employer will use good faith efforts to assign overtime hours available at a location to officers at that location who have expressed interest in working the overtime, subject to the needs of the business.

7. The Employer will not, as a matter of practice, change the employee's regular schedule by reducing the employee's hours for the sole purpose of reducing the employee's overtime pay in the same week.

## ARTICLE 18: JOB VACANCIES, TRANSFERS AND CAREER ADVANCEMENT

1. The Employer shall post at the Employer's facility regular bargaining unit job openings showing openings in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of such posting or otherwise make it available to the Union.

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

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

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

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

a) Seniority
b) Qualifications
c) Availability
d) Prior Work record
e) Leadership skills, if required; and
f) Any other required skills

Where all factors other than seniority are equal, an employee with the greatest seniority employed on the job site shall be selected over all others. For purposes of this Section job site shall include complexes as defined in Article 5.

## ARTICLE 19: UNIFORMS

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

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

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

4. The Employer may require a deposit of up to $125.00 which shall be deducted in no less than three (3) installments for employees hired after the effective date of this agreement. The

Employer shall continue current deposit policy for employees hired prior to the effective date of this agreement, and not materially increase the deposit required.

## ARTICLE 20: RETIREMENT

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

## ARTICLE 21: CONTRACTOR TRANSITION

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

2. The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee prior to the date of the takeover and the incoming Employer shall have no responsibility for wages and vacation accrued prior to takeover.

3. Subject to the provisions of Article 5 (Seniority), when an incumbent officer is not hired by the new contractor, the outgoing Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option or where the Employer has no other account vacancies, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the employer's suitability determination, to fill positions that become available within three (3) months if the Employer obtains, or a vacancy occurs at, another account subject to this

Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee with the outgoing Employer.

4. The Employer shall notify the Union, as soon as practicable, once it has knowledge that a non-union security contractor is bidding on a covered account currently serviced by the Employer.

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

6. New Non-Union Buildings

a. If after this Agreement has been implemented, the Employer desires to bid, or is awarded a contract to provide security at a location that falls within the categories of facilities covered by this Agreement, but which otherwise was not subject to this Agreement under the last security contractor at that location, the Employer shall set the wages and benefits, provided the non-economic provisions of this Agreement shall apply to that particular building. Thereafter, a 24-month phase-in period to the market standard will apply, except as otherwise agreed.

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

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

8. The successor Employer shall, 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 credible proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

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

10. The Employer shall make its best effort to notify the Union that it is taking over an account or location covered by this agreement at least ten (10) business days prior to

commencement of services at the account or location or within 5 days of being awarded the account covered by this agreement, whichever comes first.

## ARTICLE 22: TRAINING/SRSP

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

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

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

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

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

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

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

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

met the requirements of Section 410.5 (Certification of Training Schools and Instructors) under the Act.

a. Once the above precondition is satisfied by the Training Fund, the rate of contribution to the Training Fund shall be $26.00 per month, commencing on the first day of the month following certification, for each employee regularly scheduled to work at least 16 hours per week, payable when and how the Trustees determine.
b. If the Employer fails to make required reports or payments to the Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce: such reports and payments, together with interest and, liquidated damages as provided in the Fund's trust agreement, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.
c. If the Employer is regularly or consistently delinquent in Fund payments, the Employer may be required, at the option of the Trustees, to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.
d. By agreeing to make the required payments into the Fund, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of the Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Fund shall make such amendments to the Trust Agreement, and shall adopt such regulations as may be required to conform to applicable law.

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

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

Not before October 1, 2015 – five cents ($0.05) per hour paid
October 1, 2016 – ten cents ($0.10) per hour paid
October 1, 2017 – fifteen cents ($0.15) per hour paid

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

7. In the event that the Safe and Secure Building Act is invalidated and all appeals have been exhausted, or the Act has been enjoined, before contributions to the Training Fund or SRSP plan have begun, the Employer will not be obligated to begin contributions to the Training Fund

of the SRSP plan, provided however, that should the injunction be lifted, contributions shall begin within 14 days.

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

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

10. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce: such reports and payments, together with interest and, liquidated damages as provided in the Funds' trust agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs.

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

12. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations as may be required to conform to applicable law.

## ARTICLE 23: PAYROLL

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

2. To the extent permitted by law, the Employer may require that, at no cost to the Employee, an Employee's check be electronically deposited at the Employee's designated bank, or that other improved technologies methods of payment be used. The union shall be notified by the Employer of this arrangement.

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

## ARTICLE 24: LEAVES OF ABSENCE

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

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

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

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

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

## ARTICLE 25: UNION VISITATION

1. Where possible and barring the clients objection, the Employer shall permit the posting of Union bulletins at the Employer's premises and sites in designated areas, provided such bulletins do not disparage the Employer or the client.

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

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

## ARTICLE 26: SUBCONTRACTING

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

## ARTICLE 27: IMMIGRATION

1. In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly, notify the employee in writing. Upon request, the Employer shall provide the Union with a copy of any correspondence or notice which the Employer receives regarding the immigration or work-authorization status of a bargaining unit employee.

2. If a question regarding an employee's immigration or work authorization status arises and the employee takes leave to correct any immigration related problems or issues, the Employer, upon the employee's return, shall hire the employee into the next available job for which he or she is qualified.

3. Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

## ARTICLE 28: COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise mentioned herein, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of

with/or both of the parties at the time they negotiated or signed the Agreement, except as required by law.

## ARTICLE 29: SUCCESSORS AND ASSIGNS

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

## ARTICLE 30: SAVINGS CLAUSE

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

## ARTICLE 31: MOST FAVORED NATIONS

1. If during the term of this Agreement, the Union enters into or honors an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement that provides for more favorable hours, wages and/or terms and conditions of employment (as that phrase has been defined under the National Labor Relations Act, as amended) than those set forth in this Master Agreement, any Employer bound by this Master Agreement shall be entitled to said more favorable hours, wages and/or terms and conditions upon request. To effectuate this Article of the parties' Master Agreement, the Union agrees to disclose the existence of any written or oral agreement or understanding it has or may have with any other Employer or group of Employers (and to provide copies of any such agreement or detailed summary of any oral agreement within five business days after the Union enters into same.)

2. The provisions of the foregoing paragraph will not be deemed to prohibit the Union from offering more favorable terms and conditions to another Employer with respect to individual accounts as part of an appropriate transitional process of such account to unionization; provided however, that any Employer bound by this Master Agreement shall be entitled said more favorable terms and conditions in respect of such account; and provided further, that any Employer who becomes signatory to this agreement after the effective date will be required to immediately bid all new accounts within the scope of the Recognition article in compliance with all terms and conditions of this Agreement in their entirety, unless otherwise provided for herein.

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

If the matter has not been resolved within 72 hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article 7 of this Agreement.

The arbitrator shall decide the issue of whether or not the Union has entered into or is honoring an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities covered by this Agreement at a particular location that would allow the Employer to be granted similar conditions as defined above.

## ARTICLE 32: MAINTENANCE OF CONDITIONS

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

## ARTICLE 33: DURATION

This Agreement shall take effect October 1, 2015 and shall expire midnight September 30, 2018.

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

***Signature Page***

**S.E.I.U. LOCAL 32BJ**

_____
Name

_____
Title

_____
Name

_____
Title

**EMPLOYERS :**

_____
Name

_____
Employer

_____
Title

_____
Name

_____
Employer

_____
Title

## APPENDIX A: EMPLOYEE FREE CHOICE PROCEDURE FOR ALLIED BARTON, SECURITAS AND G4S

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.

2. The Employer agrees to remain neutral with respect to the unionization of their security officers by Local 32BJ at any account within the scope of this agreement. Neither the Employer nor its supervisors or representatives will take a position or make a statement in favor of, or opposed to, unionization by the Union. The neutrality letter attached hereto shall be the only communication from the Employer, its supervisors and representatives to its employees regarding unionization with the Union.

3. The Employer agrees (i) to circulate the attached neutrality letter on company letterhead to the covered employees and (ii) upon the Union's request to provide a list of the names, addresses, phone numbers, work locations and shifts of covered employees in the applicable market. The Employer shall update the list upon reasonable written request by Local 32BJ. All information provided to Local 32BJ shall be confidential and shall be used only for purposes of the Employee Free Choice Procedure.

4. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has joined or engaged in lawful activity in support of the Union. The Union shall not engage in strikes or other economic action, including picketing, in conjunction with its organizing efforts under this procedure, and its representatives will not coerce or threaten employees of the Employer, or make defamatory remarks about the Employer or their respective customers, in an effort to obtain authorization cards.

5. The Union may solicit authorization cards from employees, at the Union’s expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees at customer locations while they are on duty, unless such areas are open to the general public.

6. Except as otherwise required, the Employer shall not voluntarily recognize any other union as the representative of its officers covered by this Agreement.

7. Any disputes regarding the formation, meaning or application of this agreement, shall first be discussed between the parties’ designated representatives, and if not thereby resolved, shall, at the written request of either party, be submitted to expedited arbitration before a labor arbitrator selected through the American Arbitration Association. The decision of the Arbitrator shall be final and binding. Each party shall bear their own costs and fees but shall split equally the costs of the Arbitrator. The Arbitrator shall have full authority, including authority to order interim or final relief, as necessary to remedy any violations.

8. The Union must legally obtain authorization cards signed by greater than fifty percent of the bargaining unit employees. If the Union demonstrates to the Employer that a majority of the workers in the unit have signed cards authorizing the Union to represent them, the Employer shall recognize the Union as the exclusive collective bargaining representative as of the date of the Union's request for recognition.

## APPENDIX B: EMPLOYEE FREE CHOICE PROCEDURE FOR ALL OTHER CONTRACTORS

1. The Employer and Union recognize that national labor law guarantees employees the right to choose whether or not to be represented by a labor organization to act as their exclusive bargaining representative for purposes of collective bargaining, as well as the right to refrain from engaging in any or all such activities.

2. The Employer agrees to remain neutral with respect to the unionization of their security officers by Local 32BJ at any account within the scope of this agreement. Neither the Employer nor its supervisors or representatives will take a position or make a statement in favor of, or opposed to, unionization by the Union. The neutrality letter attached hereto as Exhibit A shall be the only communication from the Employer, its supervisors and representatives to its employees regarding unionization with the Union.

3. The Employer agrees (i) to circulate the attached neutrality letter on company letterhead to the covered employees and (ii) upon the Union's request to provide a list of the names, addresses, phone numbers, work locations and shifts of covered employees in the applicable market. The Employer shall update the list upon reasonable written request by Local 32BJ. All information provided to Local 32BJ shall be confidential and shall be used only for purposes of the Employee Free Choice Procedure.

4. The Employer agrees not to discipline, discharge or otherwise discriminate against any employee due to the fact that such employee has joined or engaged in lawful activity in support of the Union. The Union shall not engage in strikes (including but not limited to economic, unfair labor practices or sympathy strikes) or other economic action, including picketing, work stoppages or job action against the Employer in conjunction with its organizing efforts under this procedure, and its representatives will not coerce or threaten employees of the Employer, or make defamatory remarks about the Employer or their respective customers, in an effort to obtain authorization cards.

5. The Union may solicit authorization cards from employees, at the Union's expense, through various methods, including meetings and visits to the employees; provided that no such solicitations shall take place during working time and Union representatives shall not approach employees at customer locations while they are on duty, unless such areas are open to the general public.

6. Except as otherwise required, the Employer shall not voluntarily recognize any other union as the representative of its officers covered by this Agreement.

7. Any disputes regarding the formation, meaning or application of this agreement, shall first be discussed between the parties' designated representatives, and if not thereby resolved, If and the parties are unable to agree on whether a newly acquired account may lawfully be accreted to the bargaining unit, either party may submit the dispute to arbitration pursuant to the procedures set forth in Article 7, Section 2 below, provided that the arbitrator's authority shall be limited to deciding whether the Union is legally entitled to consider the new account at issue an

accretion to the parties' bargaining unit, or whether NLRB case precedent prevents accretion of such a location under the circumstances of a given case. The decision of the Arbitrator shall be final and binding. Each party shall bear their own costs and fees but shall split equally the costs of the Arbitrator. The Arbitrator shall have full authority, including authority to order interim or final relief, as necessary to remedy any violations. .

8. Organizing shall occur on a customer account basis. The Union shall provide the Employer with at least thirty (30) days advance notice of the Union's intention to begin organizing efforts at a covered account location. Upon the Union's written request, the Employer shall provide a current list, by account location, with the names addresses and telephone numbers of the Employer's covered employees at the account location, and the Employer shall distribute the statement of neutrality (Exhibit A) to the employees at the account location. Thereafter , the Employer shall provide the Union with updated employee lists on a monthly basis. The Union must legally obtain authorization cards signed by greater than fifty percent of the bargaining unit employees working at the account location at issue. If the Union demonstrates to the Employer that a majority of the workers in the account location at issue have signed cards authorizing the Union to represent them, the Employer shall recognize the Union as the exclusive collective bargaining representative as of the date of the Union's request for recognition. The Union shall not rely on an authorization card that has been revoked and no authorization card shall be dated more than one year before the Union presents the card to the Employer for verification under this Agreement. Upon request by either party, a mutually agreeable third party shall conduct a review of the names on the cards or petition, comparing the names to a current list of employees and verifying that signatures are authentic. The parties agree that the foregoing process shall be the sole and exclusive process for determining the Union's majority status and the Employer's obligation to bargain.

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

## APPENDIX C

1. The Employer and the Union agree that Article 1 does not apply to St. Moritz employees working at Gateway Center or the Home Loan Building so long as the National Labor Relations Act requires the employer to recognize another union at those sites.

2. The following residential sites are covered by this agreement:
   Clark Building (717 Liberty Ave)
   Penn Ave. Apartments (526 Penn Ave)
   Penn Garrison Apartments (915 Penn Ave)
   Regional Enterprise Tower (425 6th Ave)
   Stanwix Apartments (201 Stanwix St)
   Future PMC Management buildings over 100,000 square feet
   Kenmawr Apts. (401 Shady Ave)
   McCaffery Interests - Cork Factory - Loft
   McCaffery Interests - Cork Factory - Lot 24
   Arbor Mgmt. K LEROY IRVIS TOWERS
   Piatt Place
   Standard Life Building (345 4th Ave)

## APPENDIX D:
## Residential Rates

The wage rates listed in Article 10, Section 1 shall be amended as follows, only with respect to those employees working in residential buildings:

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

| DATE | WAGE INCREASE | MINIMUM RATE |
|---|---|---|
| October 1, 2015 | $0.50 | $10.00 |
| October 1, 2016 | $0.50 | $10.50 |
| October 1, 2017 | $0.50 | $11.50 |
| October 1, 2018 | $0.50 | $12.00 |

## APPENDIX E:
## Article 11 for St. Moritz and ISS Security

The following alternate language for Article 11 shall apply at St. Moritz and ISS Security locations.

1. Health and Welfare Through and Until December 31, 2016: The Parties agree that the Employer shall, with respect to eligible Employees, maintain those Employer provided health care plans in effect as of the effective date of this Agreement and, in doing so, the Employer shall not materially alter said plans during the period in which said plans are in effect. The aforementioned health care plans shall remain in effect through and until December 31, 2016. Eligible employees shall be offered coverage under this section in accordance with the requirements of the Employer's health care plan and within the 90-day waiting period as required by law for Affordable Care Act-covered health plans effective January 1, 2016.

Dental and Vision Coverage Through and Until December 31, 2016: Employer shall continue to offer the current dental and vision plans as offered at this time, if any, until December 31, 2016.

2. Health and Welfare Effective January 1, 2017: Subject to Section 3 below, the Employer agrees to make payments as follows into a health trust fund, known as the Building Service 32BJ Health Fund (the "Health Fund"), to provide only eligible employees covered by this Agreement with health benefits under such provisions, rules and regulations as may be determined by the Trustees of the fund, as provided in the Agreement and Declaration of Trust, subject to paragraph 7 below. Effective January 1, 2017 the rate of contribution shall be the rate established by the Health Fund Trustees, not to exceed $426 per month per full-time employee. Effective January 1, 2018 the rate of contribution shall be the rate established by the Health Fund Trustees, not to exceed $467 per month per full-time employee. Full-time employees shall be those employees determined to be benefits eligible consistent with the rules set forth in Paragraph 10 below. The Union has provided evidence to the Employer that the Health Fund has certified that it is "affordable," offers "minimum value" and is currently compliant with any requirements of the Affordable Care Act that apply to group health plans. The Union agrees to provide the Employer with reasonable assurance on or about November 1, 2016 that the Health Fund meets the requirements in the preceding sentence.

3. Effective January 1, 2017 the obligation to contribute to the Fund shall commence ninety (90) days after the employee's date of hire, or on the date the employee becomes a full-time employee, whichever is later. Employees shall have a waiting period of ninety (90) days following their date of hire or in the case of an employee who has been employed by the Employer for at least 90 days and is changing from part-time status to full-time status, the employee shall become eligible to participate in the Fund effective on the date he becomes a full-time employee. Under no circumstances is the Employer obligated to contribute to the Fund with respect to any employee who is not yet eligible to participate in the Fund.

4. Dependent Health Care Coverage:

Effective January 1, 2017, the Employer shall make the following monthly contributions on behalf of each employee who elects to purchase dependent child coverage at the employee's own cost:

| | |
|---|---|
| Effective January 1, 2017 | $937 per month |
| Effective January 1, 2018 | $1,027 per month |

Effective January 1, 2017, the Employer shall make the following monthly deductions from employee's paychecks for those employees who elect to purchase dependent child coverage, in equal installments the following amounts:

| | |
|---|---|
| Effective January 1, 2017 | $511 per month |
| Effective January 1, 2018 | $560 per month |

The Health Fund will offer newly hired employees dependent child coverage any time within ninety (90) days of their date of hire, although employees will be given up to 120 days from their date of hire to elect dependent child coverage. 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 for 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.

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

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

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

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

9. Effective January 1, 2017, with regard to health care eligibility of full-time employees, the following shall apply as it relates to employees who experience a layoff:

a) A laid-off employee who, because of reassignment/transfer, obtains a full-time position immediately following the date of layoff will remain eligible for health care coverage while employed in the newly assigned position to the same extent as employees at the Employer's site to which the employee is reassigned/transferred, or except as required by the rehire rule of the ACA, 54.4980H-3(d)(6)(i);

b) A laid-off employee who, because of reassignment/transfer, obtains a part-time position immediately following the date of layoff will remain eligible for health care coverage while employed in the newly assigned position to the same extent as employees at the Employer's site to which the employee is reassigned/transferred, or except as required by the rehire rule of the ACA, 54.4980H-3(d)(6)(i);;

c) A laid-off employee who fails to obtain a full-time or part-time position immediately after the date of layoff, due to a lack of reassignment or transfer or any other reason, shall not be eligible for health care coverage, unless required by the ACA, until such time as the employee is recalled to a position, at which time contributions and coverage shall resume.

10. Determination of Eligibility:

a) Primary Healthcare Eligibility: Effective January 1, 2017, the determination of whether an employee is considered a benefit-eligible "full-time employee" shall be made pursuant to the lookback/stability period method described in Reg. 54.4980H-3(d). For purposes of this determination, the standard measurement period shall be 90 days, the first day of which shall be the employee's first day of work for the Employer. The corresponding stability period shall be six months, or such shorter period as required under the ACA requirements for non-benefit-eligible employees. If the employee works or is paid for an average of 30 hours or more per week during the first 90 days of employment by the Employer, then beginning on the 91st day of employment the employee shall be eligible for employee coverage to be provided by the Health Fund and the Employer shall pay the contributions at the single employee rates as set forth in Paragraph 2 for the immediately following six calendar months of the employee's employment regardless of the number of hours the employee works during the six months, so

long as the employee remains an employee of the Employer. After the first 90 days of employment, the employee's eligibility for single employee coverage shall be determined by 90-day measurement periods; there shall be a new 90 day measurement period beginning on the first day of each calendar month, looking back at the average hours worked or paid in the prior 90 days. If the employee fails to work or be paid for an average of 30 hours or more per week during any 90-day measurement period, the employee shall not be eligible for coverage during the following three-month stability period, except to the extent the employee is eligible under a prior stability period requirement as prescribed by the Affordable Care Act.

b) Supplemental Healthcare Eligibility: Employees who are regularly scheduled to work or be paid thirty (30) hours or more per week shall have the supplemental healthcare eligibility applied to them. Where a conflict arises between Subsection 10(a) and (b) of this Article, the section that would provide for healthcare shall prevail. Effective January 1, 2017, the obligation to contribute to the Health Fund shall commence ninety (90) days after the employee's date of hire, or on the date the employee becomes a full-time employee, whichever is later. Employees shall have a waiting period of ninety (90) days following their date of hire or in the case of an employee who has been employed by the Employer for at least ninety (90) days and is changing from part-time status to full-time status, the employee shall become eligible to participate in the Health Fund effective the date he becomes a full-time employee. Following the ninety (90) day wait period, employees who are regularly scheduled to work or be paid thirty (30) hours or more per week shall be eligible for healthcare. Under no circumstances is the Employer obligated to contribute to the Health Fund with respect to any employee who is not yet eligible to participate in the Health Fund.

c) The Union and the Employer shall negotiate the eligibility measurement determination for employees employed at institutions of higher education, at either party's request, by December 31, 2015.

11. At any time on or after January 1, 2017, should the Union or the Employer receive notice that the Health Fund's plan of benefits or the eligibility standards stated in this Agreement (1) fail to meet the requirements of any applicable law or regulation, or (2) cause the Employer to become subject to a penalty, fine or other assessable payment under ACA or any related law or regulation ("noncompliance"), the party receiving notice of such noncompliance shall provide a copy of such notice to the other party within 15 days. Within the next 15 day period the parties shall meet to discuss a resolution to cure the noncompliance. If the meeting and bargaining do not result in an agreement to cure the noncompliance within 30 days of either party first receiving notice of noncompliance, the Employer may provide written notice to the Union that it is withdrawing from the Fund and the parties shall continue to meet to bargain over health coverage, provided that the no-strike provisions contained in Article 8 of this Agreement shall cease to apply upon the date on which the Employer provides written notice that it is withdrawing from the Fund.

12. By agreeing to make required payments into the Fund, the Employer hereby adopts and shall be bound by the Fund's Agreement and Declaration of Trust as it may be amended and the

rules and regulations adopted or hereafter adopted by the Trustees in connection with the provision and administration of benefits and collection of contributions.

13. If the Employer fails to make required reports or payments to the Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law to enforce such reports and payments, together with interest and liquidated damages as provided in the Fund's Trust Agreement and any and all costs of collection including but not limited to counsel fees, arbitration costs and fees and court costs."

## APPENDIX F:
## University of Pittsburgh

### Rider to the Pittsburgh Security Contractors' Agreement for the University of Pittsburgh

US Security (Employer) and SEIU Local 32BJ (Union) are party to a Collective Bargaining Agreement covering employees of the Employer in Pittsburgh, PA , including at the University of Pittsburgh. The 2015-2018 Pittsburgh Security Agreement shall apply to the University of Pittsburgh except as modified below:

1. The parties agree to amend Article 10, Section 1 as follows:

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

| DATE | WAGE INCREASE | MINIMUM RATE |
|---|---|---|
| October 30, 2015 | $0.70 | $9.50 |
| October 30, 2016 | $0.65 | $10.50 |
| October 30, 2017 | $0.60 | $11.25 |

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

2. The parties agree to amend Article 11 to provide that contributions to the Building Service 32BJ Health Fund will begin on January 1, 2018 rather than January 1, 2017 and the Employer shall maintain their own coverage until that point.

3. The parties agree that Article 11 Section 9 shall apply but that given the unique scheduling in higher education, future bargaining over an eligibility system may result in a different outcome at the University of Pittsburgh than other sites.

## APPENDIX G:
## Chesley Brown Health Insurance

### Rider to the Pittsburgh Security Contractors' Agreement

The Employer (Chesley Brown International) and the Union (SEIU 32BJ) are party to a Collective Bargaining Agreement covering employees of the Employer in Pittsburgh, PA. The parties agree to amend Article 11 to provide for the commencement of contributions to the Building Service 32BJ Health Fund on January 1, 2016. Article 11 shall be modified as follows:

- Section 1 shall apply through December 31, 2015
- Sections 2, 3, 4, 7, 9, 10, 11, 12 and 13 will all apply effective January 1, 2016.
- All other provisions of Article 11 shall apply as written.

## APPENDIX H:
## BNY Mellon Buildings

### Rider to the Pittsburgh Security Contractors' Agreement

The Employer (SOS Security) and the Union (SEIU 32BJ) are party to a Collective Bargaining Agreement covering employees of the Employer in Pittsburgh, PA. In recognition of the fact that SOS employees at the BNY Mellon buildings located at 500 Grant Street, 500 Ross Street and 525 William Penn Place in Pittsburgh, PA have received wage increases in 2015 in excess of those negotiated by the parties, the Employer and the Union agree to amend Article 10, Section 1 as follows, only with respect to those employees working at the three BNY Mellon buildings:

| DATE | WAGE INCREASE | MINIMUM RATE |
|---|---|---|
| October 1, 2015 | No Increase | $10.50 |
| July 1, 2016 | $0.65 | $11.00 |
| July 1, 2017 | $0.60 | $11.75 |