PREAMBLE

This Agreement is entered into effective October 1, 2022, between Service Employees International Union, United Service Workers West (SEIU-USWW) (successor to SEIU Local 24/7, hereinafter referred to as the "Union") and the following Employers:

Allied Universal Security Services	(hereinafter, "Allied Universal")
Securitas Security Services USA, Inc.	(hereinafter, "Securitas")
GardaWorld Security	(hereinafter, "GardaWorld")
ProGuard Security	(hereinafter, "ProGuard")
ABC Security Services	(hereinafter "ABC")
Chenega Security California Corp.	(hereinafter "Chenega")
Prosegur Security	(hereinafter "Prosegur")
Professional Technical Security Services, Inc.	(hereinafter "ProTech")

Other Employers may be added to this Preamble if (a) such Employers sign on to identical terms as provided in this Agreement, and (b) such Employers consent to the inclusion of their names in this Preamble.

In entering into this Agreement, 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 contract and not by taking internal disputes to the customer for resolution. Only by cooperation and understanding each other's needs and the realities of the market place, can both the Union and the Employers prosper. Other security Employers may become signatories to this Agreement during its term, provided it is understood that under no circumstances shall any Employer or group of Employers be considered a multi-Employer bargaining unit.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining of all employees employed by the Employer in the City and County of San Francisco, and in the counties of Alameda (excluding the cities of Hayward, Newark, Fremont, Union City) and Contra Costa, including within the San Francisco International Airport, as guards, watchmen, patrolmen, fire and patrol, and/or security officers; excluding all office employees and supervisory employees, as those terms have been defined under the National Labor Relations Act, as amended, provided existing non-Union accounts in Alameda, Contra Costa and within the San Francisco International Airport, shall not be subject to the terms of this Agreement until the termination of the contractual agreement with the client. If the Employer has accounts that are unionized as of August 5, 2017, in the cities of Hayward, Newark, Fremont or Union City, or in San

Mateo County, said accounts will be covered by this Agreement. As of the effective date of this Agreement these additional covered accounts are AC Transit (all locations), Alameda County locations; Gilead Services, Foster City; Rigel, South San Francisco; Centennial Towers, Daly City. Any accounts which were excluded from coverage under the previous Collective Bargaining Agreement shall remain excluded unless otherwise agreed between the Employer and the Union. As of the effective date of this Agreement these excluded accounts are United Parcel Service (all locations) and Alta Bates Summit Medical Center (all locations in Alameda County).

ARTICLE 2 UNION SECURITY

2.1 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.

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 reasons other than the failure of such employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership

The Employer shall make known to any new hire their obligations under this provision and present such new hire at that time, a Union New Hire Packet provided by the Union including union membership materials, a membership application, a voluntary payroll deduction authorization and, if provided by the Union, contact information for Union stewards or other representatives as well as information about new member orientation meetings conducted by the Union.

If an Employer takes over an existing union worksite the Employer will collect signed union membership forms given to employees retained from the prior Employer pursuant to this Section 2.1 and send those forms to the Union.

2.2 On a monthly basis, the Employer shall notify the Union of new hires and terminations providing name, Social Security number, work location and known address and telephone number. The Employer will notify the Union of known changes of phone numbers. Upon written request by the Union to the Employer's local designated representative, the Employer shall send by electronic mail a list of employee's names, their phone numbers and work locations to a designated

representative of the Union, not more often than every six (6) months. It is understood that this list will include all employees covered under this Agreement.

2.3 The Employer agrees to deduct from the payrolls all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") Fund, Property Services Civic Engagement (PSCE) Fund, American Dream Fund (ADF), or any other authorized Political Action Fund, upon presentation by the Union or the employee of individual authorizations as required by law, signed by the employees directing the Employer to make such deductions from the employee's pay period each month and remit same to Union.

The Employer shall remit such fees, dues and voluntary contributions to the Union by no later than the twentieth (20^{th}) day of the calendar month following the calendar month in which such deductions were made, together with a monthly list of the employees for whom it has deducted dues and on whose behalf, it is remitting dues. The list shall include the first and last name of each employee, the total amount of dues which were deducted, and the Social Security number or other unique nine (9) digit employee identifier number associated with the individual employee.

All deduction authorization forms must be submitted to the Employer within six (6) months from the date the employee completed the form. The Employer will not process deduction authorization forms submitted in excess of six (6) months after their completion.

2.4 The Union will furnish the forms to be used for authorization. The Employer will furnish the Union with a duplicate copy of all signed authorizations, unless another procedure has been adopted.

2.5 The Union will completely defend and indemnify 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 of the provisions of Article 2, 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.

2.6 Electronic Signatures: the Employer and the Union will accept electronic records and electronic signatures for union documents consistent with all state and federal law to establish authorization for deduction of dues, initiation fees and voluntary political contributions, by no later than January 1, 2023.

In addition, the Employer shall honor signed (including electronically signed) maintenance of checkoff authorizations which transfer authorization for deductions to new Employers in the event of a change of Employers at a work location, provided the voluntary payroll deduction signed by the employee explicitly states that it is transferable between employers.

2.8 After paid orientation, the Employer will provide new bargaining unit employees with information provided by the union that contains a video link for the new bargaining unit employee to view on their own time after orientation.

ARTICLE 3 NO DISCRIMINATION, DIGNITY AND RESPECT

3.1 The Union and the Employer agree they shall not discriminate in violation of federal or state law 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, age (40 and above), color, disability (physical and mental, including HIV and AIDS), genetic information, gender, gender identity, or gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language use and possession of a driver's license issued to persons unable prove their presence in the United States is authorized under federal law), race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation. 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.

3.2 The Employer shall comply with all Federal, State, and Local laws regarding sexual harassment.

3.3 The Employers shall comply with any applicable federal, state, or local law prohibiting race-related hair discrimination.

3.4 Dignity and Respect. The Union, the Employer and the employees agree that courtesy in day to day communications between employees, Union representatives, and supervisors and managers of the Employer should always be present in Employer-Employee relationships. The Union and the Employer agree that employees, Union representatives, and supervisors and managers should treat each other with dignity and respect.

ARTICLE 4 DISCIPLINE AND DISCHARGE

4.1 The Employer shall be free to discharge employees for refusal to obey lawful orders, in competency, misrepresentation, intoxication, or any just cause. An employee who has not completed his or her probationary period may be disciplined or discharged without just cause and without recourse to the Grievance and Arbitration procedure set forth in Article 25.

4.2 The Employer shall be free to discipline any employee who commits an infraction, which, while not being sufficient to constitute just cause for discharge, is sufficient to warrant some lesser disciplinary action. However, no employee who has completed the probationary period will be discharged for offenses, which do not in and of themselves constitute just cause for discharge unless the employee has progressed through the discipline process and been given the opportunity to correct his/her behavior.

Warning and disciplinary notices, including suspensions, shall be issued within fourteen (14) calendar days after the Employer knew or should have known of the offense. This timeline may be extended based on mutual agreement. A copy of the warning or disciplinary notice shall be sent to the Union. Each warning or disciplinary notice shall contain a place for the employee to sign to acknowledge receipt without admitting guilt; upon the Employee signing a copy of the warning or disciplinary notice as acknowledgement of receipt, the Employer shall give the employee a copy of the warning or disciplinary notice.

Warning or disciplinary notices may not be considered as a part of the Employer's discipline process after twelve (12) months and shall be no longer valid for the purpose of discipline.

4.3 In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not be limited to, unlawful use or unlawful possession of controlled substances, intoxication, insubordination, theft, excessive absenteeism, gross negligence, failure to comply with reasonable rules, policies or directives promulgated by the Employer and clearly communicated to the employee (where such failure to comply constitutes serious misconduct or creates a safety concern), use of unnecessary force or disrespectful treatment of a tenant; visitor or employee and inability or unwillingness to be trained to fulfill existing or modified security needs of the Employer, the building owner or its tenants. The Union further understands and agrees that the Employer provides an important service to its tenants of a personalized nature to fulfill their security needs, as those needs are perceived by the Employer, the building owner and the tenants. Accordingly, the provisions of this Section shall be implemented and interpreted by the parties and by an arbitrator in arbitration proceedings so as to give significant consideration to such needs.

4.4 The Employer will discharge any employee who is denied registration or whose registration is canceled by the Department of Consumer Affairs of the State of California or any other governmental agency.

Employees who have renewed their registration and document this with a receipt or similar proof by the end of the BSIS grace period, but have not yet received their new registration cards, shall not be denied work, subject to BSIS regulations.

Any employee, who by reason of the requirements of his job assignment must pass a test prescribed by any governmental agency or obtain a permit from any governmental agency and is not able to pass the test to obtain such a permit, shall be removed from the job. The employee will then be offered the first available job for which the employee is qualified that becomes available within the same dispatch area. If the employee refuses the first available job for which the employee is qualified and which is located in his/her geographic area, he/she may be permanently removed from the payroll. Discharge under this Article for failure to possess a license, except as limited above in this Section, shall be without recourse to the Grievance Procedure of Article 25.

4.5 The Employer will notify the Union at the time of termination of any employee under paragraphs 1 or 3 above.

4.6 The employee and the Union recognize that the customer is the ultimate consumer and ultimately controls the access of the employee, and the business of the Employer. When a security related incident occurs on a job site that is or can reasonably be construed as injurious to that customer, the employee, the Union, and the Employer will cooperate in every way in the investigation of the incident until the incident is resolved and/or the customer is satisfied that all reasonable avenues have been pursued to their completion. The Union will not impede any steps, which may assist the Employer in convincing the customer of the thoroughness and/or reliability of its investigation consistent with the Union's duty to provide fair and effective representation to its membership.

4.7 An employee who is directed to an investigatory interview, or a meeting in which the employee is questioned about a matter or conduct that may result in the imposition of discipline or discharge on that employee shall be afforded all rights as required by the National Labor Relations Act, as amended. These rights are commonly referred to as "Weingarten Rights".

ARTICLE 5 NO STRIKES/NO LOCKOUTS

There shall be no strikes (including unfair labor practice and sympathy strikes), work stoppages, job action, distribution of literature regarding any labor dispute on the property of any client of the Employer or by an employee in uniform at any time, or

lockouts, during the term of this Agreement. In the event of a strike by another labor group involving the client's property or operations, the employees will remain on the job for protection of life, limb, property, and maintenance of fire watch on the client's premises. They shall not be required to assume non-security type duties normally performed by striking employees.

Further, security employees shall not be subject to penalty of punishment by the Union for performances of assigned duties at any time. These duties are recognized as including 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 Employer or the client's premises. Violation of the provisions of this Article will subject security employees to disciplinary action up to and including discharge. Such disciplinary action shall be subject to the grievance and arbitration procedure of this Agreement.

The Employer will reimburse a guard or patrolman for damages incurred to his personal property as a result of the performance of his assigned duties under strike conditions. In order to be eligible for such reimbursement, a guard or patrolman must:

(a) Report to the Employer as soon as reasonably possible, in writing, all of the facts and circumstances regarding damages incurred;
(b) Have exercised reasonable care for the safety of his personal property; and
(c) Complied with the Employer's reasonable instructions regarding such property.

The Employer will be responsible to make payments under this paragraph only with respect to property which is damaged within the immediate area of the site of the employee's work. The Employer will have the option of paying to the employee either (a) the cost of repairing the damaged property, or (b) the value of the property prior to it being damaged, whichever is lower.

ARTICLE 6 UNION REPRESENTATIVES

6.1 Official representatives of the Union shall be allowed to visit the Employer's premises and offices, and to visit the employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Employer, there is no objection by the Employer's clients, and that the visit is conducted within the client's established access control procedures.

Any Union representative who wishes to visit or contact employees while on the job, shall notify in advance the Employer's management of his or her intention to do so prior to their anticipated arrival on the job site or the Employer's office, with two (2) business days advance notification by electronic mail to the Employer's designated office and specify the specific property he or she intends to visit, provided that said two (2) business days advance notice shall be measured from

the date and time that appears on the facsimile or electronic mail sent to the Employer. The Union must notify the Employer by electronic mail. The Employer will respond within two (2) business days of the notification by the Union. This rule shall not apply to areas in the building that are open to the general public.

6.2 The Union may inspect dispatch sheets weekly. The Union will give the Employer at least two (2) business days' notice prior to inspecting such dispatch sheets.

6.3 The Employer may 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.

6.4 Union Stewards, or Alternate Stewards in their absence, shall have reasonable freedom to perform their duties during nonworking time so long as it does not interfere with the performance of any employee's security duties, provided that on giving the Employer notice, the steward shall be entitled to remain on a client's premises to perform their Union-related duties during their nonworking times.

The Employer shall recognize Union Stewards provided the Union notifies the Employer of their selection as stated below. Stewards shall be selected by the Union. The Union shall notify the Employer in writing of the names of all Stewards at the time of selection. Any change in Union Stewards will also be communicated in writing to the Employer. Stewards are authorized to meet with the Employer's branch management on an unpaid basis, should he or she desire to meet with the Steward, for the purpose of disposing of problems on an informal basis at job sites so long as it does not interfere with the performance of the Steward's security duties.

6.5 The Union may request and obtain the release of employees who hold elected positions with the Union (Executive Board member or Industry Vice President) selected for official Union business on an unpaid basis provided at least five (5) business days advance notification in writing is given to the Employer.

In addition, the Union may designate Union Stewards or other members to be released without pay for representation/organizing matters, with at least five (5) business days advance notice when possible; such leave will be granted for the period required to fully carry out said business provided such leave does not exceed twenty (20) working days per calendar year, unless the Employer consents to additional time off for the affected employee(s). No more than one (1) employee per every sixty (60) employees or a minimum of 1 employee per Employer will be requested for release from their scheduled work time.

Reasonable time off to participate in local collective bargaining negotiation meetings involving the employee's Employer will not be restricted, unless for

emergency situations. During all such leaves provided for in this Article, seniority shall continue to accumulate and accrue.

ARTICLE 7 TRAINING

7.1 Representatives of the Union and Employers signatory to this Agreement shall meet and confer to establish a joint labor and management industry undertaking to develop an organized planned system of training and accreditation, identifying clients' needs, surveying security practices and developing a measurable qualifications program.

7.2. Employees shall be paid at a straight-time training rate, or straight time post rate if they have started their assignment, for all training required by the Employer or mandated by law. Any work (including mandatory training hours) if over eight (8) hours in a workday or forty (40) hours in a workweek shall be paid at time-and-one-half (1½).

7.3 As of the effective date of this Agreement, the straight-time rate will be the wage rate required by law (Federal, State or Local) for pre-assignment training.

ARTICLE 8 PROBATIONARY PERIOD

8.1 An employee shall be employed on a probationary period for ninety (90) days from the date of employment. At the sole discretion of the Employer, the employee may be terminated during this period without recourse to the Grievance Procedure by the employee. After ninety (90) days, the employee is considered a regular employee and will be placed on the seniority list dating from the date of employment.

8.2 The ninety (90) calendar day limitation will not apply to an employee if it is found that the information given in the application for employment is false or materially incomplete. She or he may be terminated without recourse to the Grievance Procedure set forth in Article 25, except on the issue of whether the application is false or materially incomplete. If the arbitrator finds that the application is false or materially incomplete, the discharge will be sustained.

8.3 Unexcused absence during the probationary period will not be counted toward the completion of the probationary period.

ARTICLE 9 SENIORITY

9.1 Seniority shall be defined as an employee's length of service measured from his or her most recent date of hire with the Employer. An employee's seniority shall not be affected by a change of ownership, management, or Employer at his/her

worksite, or if he or she is transferred to another location covered by this Agreement. In the event of a dispute raised by an employee regarding his/her seniority date, if different from the date of hire with the Employer or the date of hire provided by a predecessor Employer in a contractor transition, the burden of establishing a different date shall be on the employee and based on credible documented proof.

9.2 An employee shall not have seniority during the first ninety (90) calendar days of employment, which shall be considered a Probationary period. During this time, the Employer may discharge the employee, who shall have no recourse to the grievance-arbitration procedure. Upon completion of the Probationary period, an employee's seniority will revert to his or her original date of hire.

9.3 The Employer shall maintain at its office a seniority list showing employees' dates of hire. Seniority lists shall be made current as of March 1st and September 1st each year, and shall be furnished to the Union upon request.

9.4 Nothing contained in this Agreement shall be deemed to restrict the Employer's right to temporarily or permanently assign an employee to or among other buildings covered by collective bargaining agreements with the Union to which the same Employer is signatory; provided, that temporary assignments (not to exceed sixty (60) calendar days) shall have no effect upon the employee's seniority, and the employee shall, during the period of such temporary assignments, continue to retain and accrue seniority, wages and benefit eligibility as if they had not been temporarily assigned; provided further, that permanently reassigned employees shall, upon reassignment, be credited with all accumulated seniority and receive the wage rates and benefit eligibility in effect at the new building location and shall in addition continue to retain and accrue seniority at their new building location as if they had started work at said location.

9.5 Seniority shall be broken by any of the following events:

(a) Resignation, retirement, or voluntary termination;
(b) Just-cause discharge;
(c) Voluntary promotion into any non-bargaining unit position;
(d) Layoff exceeding one hundred eighty (180) days, except in the case of any layoff resulting from state of emergency declared by a State or other governmental agency, in which case layoff is not to exceed seven (7) months;
(e) Inactive employment for any reason exceeding one (1) year or one's length of seniority, whichever is less;
(f) Failure to report within seven (7) calendar days from the date a recall notice is mailed to the employee's most recent address appearing on the Employer's records, unless prior written notice is received by the Employer;

(g) Failure to return to work after any leave within seven (7) calendar days after a scheduled date for return unless prior written notice is received by the Employer.

9.6 Assignments, promotions, layoffs, and recalls (including placements in new assignments following Client removals made pursuant to Article 27 Section 4) shall be determined on the basis of seniority provided in the 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. The Employer's sole discretion shall be determinative in making such decisions, and such shall not be unreasonably exercised.

9.7 A laid-off employee shall not be permitted to bump a less senior employee at another location/site, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Section 9.6, above. If there are no such vacant positions, the employee shall be permitted to exercise his or her seniority for a position which becomes available, consistent with Section 9.6. The Employer will give first consideration to filling vacancies to employees on a recall list.

ARTICLE 10 JOB VACANCIES AND CAREER ADVANCEMENT

10.1 The Employer shall maintain a current posting of permanent job openings in the dispatch office of each branch and, if it exists, at an on-line location accessible to employees showing all openings in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of this posting or otherwise make it available electronically to the Union. The posting shall be placed in a location that is accessible to all employees.

The Employer shall also maintain a Job Advancement list in the dispatch office of each branch and, if it exists, at an on-line location accessible to employees, and shall provide a copy of the appropriate updated list to the Union electronically upon written request by the Union. An employee who desires to change site location, work assignment or shift shall put his/her name on this list indicating his/her desired shift, work assignment, location or geographic area, and/or wage rate, as appropriate.

If the Employer initiates a system for on-line posting as specified above, the Employer shall notify the Union of this system.

When a permanent position arises at a location covered under this Agreement, the Employer shall offer the position to employees on the Job Advancement list in order of seniority whose requests match the vacant position, and who are qualified and available.

An employee who is placed in a permanent position pursuant to this procedure shall be listed on the next updated Job Advancement list with the information on his/her placement, and shall be removed from the following updated list.

10.2 In the event a 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) Supervisory skills, as required.

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.

ARTICLE 11 SCHEDULING

The Employer shall be responsible for assigning personnel to jobs. All personnel assignments and reassignments will be determined solely by the Employer taking into consideration Article 10 - Job Vacancies and Career Advancement.

ARTICLE 12 WAGES

12.1 San Francisco

12.1(a) The minimum hourly wage rates for security officers shall be as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026
$18.35	$19.00	$19.70	$20.25

**Minimum wage under this Section will be the greater of the rate set forth above or the published San Francisco Minimum Wage (after any applicable CPI increase).

12.1(b) The hourly wage rates of security officers shall be increased as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026
$1.00	$1.00	$0.95	$0.95

12.2 Tier One - East Bay Areas Covered by this Agreement

12.2(a) The minimum hourly wage rates for security officers shall be as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026
$17.25	$17.80	$18.40	$18.95

**Minimum wage under this Section will be the greater of the rate set forth above or the published Oakland Minimum Wage (after any applicable CPI increase).

12.2(b) The hourly wage rates of security officers shall be increased as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026
$1.00	$1.00	$0.95	$0.95

12.3 Tier Two - East Bay Areas Covered by this Agreement

12.3(a) The minimum hourly wage rates for security officers shall be as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026
$16.70	$17.40	$17.85	$18.45

**Minimum wage under this Section will be the greater of the rate set forth above or the published Oakland Minimum Wage (after any applicable CPI increase).

12.3(b) The hourly wage rates of security officers shall be increased as follows:

1/1/2023	1/1/2024	1/1/2025	1/1/2026
$1.00	$1.00	$0.95	$0.95

12.4 Tier One as used in this Article shall be defined as multi-tenant commercial office buildings or office complexes of 200,000 net rentable square feet or greater, or single-tenant buildings or building complexes of 200,000 square feet or greater, located in the East Bay areas covered by this Agreement. (Private Sector)

12.5 Any federal, state, county or city statute, ordinance or regulation that provides for a higher hourly wage rate than provided for herein shall supersede the wage rates set forth in this Article and shall provide the exclusive standard for determining a security officer's hourly wage rate and raises.

12.6 An Employer may, at its discretion, grant a discretionary increase in the wage rates set forth in this Article 12 in the calendar year preceding the date on which the increase becomes due, and if it does, the Employer may require that such an

increase count toward the next scheduled increase as set forth and required by this Article 12.

However, prior to granting any such discretionary increase as stated above, the Employer will advise such employees of the above condition and the employee may elect to take the discretionary increase or decline such an increase and wait for the contractual increase to be granted.

12.7 Involuntary transfers and assignments shall not result in the reduction of an employee's wages, except that the foregoing shall not apply in the following circumstances: harassment allegations or serious personality conflicts, disciplinary or similar situations that meet the just cause requirements of Article 4. Removal by client request shall be subject to the provisions of 27.4.

ARTICLE 13 WORKWEEK

13.1 Forty (40) hours shall constitute a normal workweek, but there is no guarantee of hours. A workday shall be defined at 12:00 AM to 11:59 PM, All time worked in excess of forty (40) hours per workweek shall be paid at one and one-half ($1^1/_2$) times the employee's regular hourly rate of pay. All time worked in excess of twelve (12) consecutive hours in a workday shall be paid at two (2) times the employee's regular hourly rate.

13.2 All time worked in excess of eight (8) hours per work day in a fifteen (15) hour period within a workday shall be paid at the rate of one and one-half (1%2) times the employee's regular hourly rate of pay, if and as permitted by law.

13.3 Work assignments, whenever possible, shall be made so that an employee will have a sixteen (16) hour rest period within any twenty-four (24) hour work period. The Employer shall, to the extent practicable, use its best efforts to avoid the situation of an employee working more than twelve (12) consecutive hours.

13.4 The Employer may change the regular schedule of its employees at any time for any reason not limited to employee call-offs, schedule changes, vacations, illness and other situations. The Employer will make a reasonable effort to provide the employee with reasonable notice of any schedule change whether permanent or temporary. When an employee is mandated to work extra hours, the Employer will make a reasonable effort to not alter the employee's remaining weekly schedule.

13.5 When an employee is working in an emergency situation where the period exceeds twelve (12) hours, and the employee has made an effort to notify the Employer of the situation, the Employer will make a reasonable effort to arrange for the employee to eat after twelve (12) hours and every six (6) consecutive hours

thereafter. If the Employer fails to provide a meal, the employee shall be paid in lieu thereof fifteen dollars ($15.00) per meal in the next pay period.

13.6 Each full-time employee shall be entitled to a fifteen (15) minute rest break for each four (4) hours worked, or major fraction thereof, provided that if the Employer has previously specified relief time in excess of that provided herein, such additional relief time shall continue to be provided to security employees who are employed by the Employer who were as of the date of this agreement receiving such additional specified relief time. Employers which comply with this provision shall be deemed to have complied with and satisfied the provisions of California law with respect to rest periods. An employee who did not receive a rest break, or whose rest break was interrupted without rescheduling, must indicate each incident on his or her time card or Daily Activity Report for that week and initial such in the box indicating such, otherwise the Employer may assume that the employee received all rest breaks as required by law. Disputes regarding rest breaks shall be resolved in accordance with Article 25 (Grievance and Arbitration Procedure), and the grievance shall be filed within the time allowed by law, provided that after exhausting said Grievance and Arbitration Procedure, the dispute may be resolved in accordance with the provisions of Section 25.10 of this Agreement.

13.7 No employee may work for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of Employer and employee. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period may be considered an "on duty" meal period, and shall be counted as time worked and paid at the employee's regular wage rate. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and 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. An employee who did not receive a meal period must indicate ~~such~~ each incident on his or her time card or Daily Activity Report for that week and initial such in the box indicating such, otherwise the Employer may assume that the employee received all meal periods as required by law and this collective bargaining agreement. Disputes regarding meal periods shall be resolved in accordance with Article 25 (Grievance and Arbitration Procedure), and the grievance shall be filed within the time allowed by law, provided that after exhausting said Grievance and Arbitration Procedure, the dispute may be resolved in accordance with the provisions of Section 25.10 of this Agreement.

13.8 <u>Reporting Time Pay.</u>

On each workday when an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours no more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the Minimum Wage.

If an employee is required to report to work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the Minimum Wage.

The foregoing reporting time pay provisions are not applicable when:

1. Operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities; or

2. Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or

3. The interruption of work is caused by an Act of God or other cause not within the Employer's control.

13.9 Working Conditions.
Employees shall be furnished with required tools and uniforms. Seating will be made available to employees based on applicable law.

ARTICLE 14 HOLIDAYS

14.1 The following eight (8) holidays shall be recognized for all employees on the days on which they are legally observed:

New Year's Day	July 4th
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth National Independence Day	

If a work location observes a listed holiday on a day other than the holiday listed above, affected employees who lose work hours due to the work location being closed on the other day shall receive eight (8) hours straight-time pay. In no case will Holiday benefits be recognized for two different days in any single work location.

14.2 Work performed on any holiday enumerated in paragraph 1 above, shall be paid for at one and one-half (1½) times the basic hourly rate. All work on such holidays in excess of eight (8) hours shall be paid at two (2) times the basic hourly rate. Holiday pay at premium rates will be paid for hours worked within the twenty-four (24) hour calendar day of the holiday.

14.3 For purposes of the holidays listed in paragraph 1, all officers who are regularly scheduled to work that day of the week, but do not work due to their regular work location being closed, will be paid eight (8) hours regular straight-time pay.

14.4 In order to qualify for holiday pay, employees must work their last regularly scheduled shifts before the holiday and their next regularly scheduled shifts following the holiday, provided, that employees who are absent on one (1) or more such days due to approved vacation or sick leave shall be entitled to holiday pay, and provided further, that employees who are absent on one or both of such days due to FMLA leave, or medical leave or personal leave previously approved by the Employer, shall be entitled to receive holiday pay only upon their return to active employment.

14.5 Employees scheduled to work on a holiday who do not report for work and fail to call in prior to their starting time shall not be eligible to receive holiday pay. Any employee who takes an extra day off in connection with the holidays provided for in this Article for reasons not justified, shall be subject to progressive discipline by the Employer.

14.6 On state and national general election days, the work shall be arranged so as to allow the employees time to vote without loss of pay.

14.7 The Employer will make every effort to schedule work for any full-time employee who requests it, whose regular shift is cancelled on a holiday.

14.8 The first eight (8) hours of work performed at the holiday overtime rate shall be considered straight time in determining when overtime shall become payable under the Fair Labor Standards Act. Payment of overtime for holidays worked shall not relieve the Employer from payment of overtime for hours worked in excess of forty (40) hours a week or eight (8) hours a shift as provided in Article 12. There shall be no pyramiding of premium or overtime pay for the same hours worked.

14.9 See Appendix C for the legally observed dates of the listed holidays during the term of this Agreement.

ARTICLE 15 UNIFORMS

15.1 All uniforms and equipment as required shall be furnished by the Employer without cost to the employee. The Employer will determine its own requirements as to uniform and those items specifically required by the Employer will be furnished by it.

15.2 The Union recognizes that such uniforms and equipment are a cost to the Employer and must be returned at the time of termination. No uniform deposit shall be required of any employee working under this Agreement. Upon severance of the employment relationship, the employee shall return all uniforms and equipment furnished by the Employer.

15.3 Where special equipment such as firearms is supplied, a deposit may be required of the employee. The amount of such deposit shall be negotiated by the Employer and the Union. Uniform deposits shall be returned to the employee upon termination, provided that such uniforms, apparel, and equipment are returned in reasonable condition (reasonable wear and tear accepted).

15.4 The employee shall have an obligation to purchase and wear black socks, shiny black shoes (unless exempted from the shine requirement by the Employer because of the nature of site of work), and a black belt.

15.5 Uniformed employees shall be paid a uniform maintenance allowance of two dollars ($2.00) per day worked unless the Employer or the client provides cleaning for the uniform. If an Employer presently provides uniform maintenance reimbursement as part of an employee's hourly wage rate, it shall separate such reimbursement payment from the hourly wage rate and show the apportionment on the employee's check stub. In its sole discretion, an Employer may pay a uniform maintenance allowance of more than two dollars ($2.00) per day worked.

15.6 Armed Officers. Except where not permitted due to site-specific uniform policies or guidelines, body armor shall be made available to Officers who are required to carry firearms, with the type of body armor to be determined by the Employer.

ARTICLE 16 FARES & TRAVEL

16.1 A reporting allowance shall be paid by the Employer in accordance with the following:

(a) During work hours, employees will not be required to use their personally owned vehicle for any reason at any time.

(b) An employee residing in the City and County of San Francisco will not be compelled to accept work assignments outside of the city and county of San Francisco.

(c) When an employee voluntarily accepts a special assignment outside of the city and county of San Francisco, the employee shall be paid IRS Rate per mile plus tolls required to reach such assignments from the normal assigned location or the appropriate reimbursement for the transportation chosen by the employee.

16.2 All employees will be reimbursed for telephone calls made regarding customer or operations business matters provided a written request for reimbursement, along with supporting documentation, is submitted timely to the Employer in accordance with its policies. Telephone calls seeking work, assignments, or personal matters shall not be reimbursed.

16.3 An employee who is required to move from location to location in the course of performing a shift's work assignment shall be paid at the employee's applicable straight time or overtime rate, if applicable, for all time spent in traveling between such locations.

ARTICLE 17 VACATION

17.1 For purposes of this Article, the following definitions shall apply:

(a) Anniversary date is the first day worked by an employee for the Employer with respect to his or her most recent period of employment, as defined in Article 9, Seniority.

(b) Continuous service is a period of uninterrupted or broken service starting from an employee's anniversary date and ending with the last day worked. Continuous service shall be interrupted or broken by any of the following:

(i) An event which would cause a break in an employee's seniority; or

(ii) Failure of an employee who has not been laid-off or is not on authorized leave of absence to perform work for thirty (30) days when work is available.

17.2 Vacations shall be paid at the employee's regular straight-time hourly rate at the time the employee is paid for vacation, or the employee's regular straight-time hourly rate at the time of taking vacation or cashing out vacation.

17.3 Upon completion of one (1) year continuous service of at least one thousand six hundred (1600) working hours, an employee shall be entitled to five (5) days (i.e.,

40 hours) vacation pay. Each regular employee who has continuous service with the Employer and who qualified for his or her full vacation each year, will be covered by the following schedule of maximum vacations:

- 1-year continuous service - 5 days (40 hours)
- 3-years continuous service - 10 days (80 hours)
- 6-years continuous service - 15 days (120 hours)
- 15-years continuous service - 20 days (160 hours)

17.4 An employee must satisfy both the continuous service and the hour requirements to qualify for a vacation, whether full or partial. Qualifications for full vacation are both one (1) year of continuous service and a minimum of one thousand six hundred (1600) working hours in such period of continuous service.

17.5 Partial vacations will be paid to those who meet the hours and service requirements stated herein, either upon termination or upon their anniversary date. Partial vacation shall be a half vacation. No other partial vacation shall be paid in any circumstances. The requirements for partial vacation are six (6) months or more of continuous service and eight hundred (800) or more hours within the period described above. No partial vacation will be due during the employee's first year of employment. An employee who has not held six (6) months of continuous service or eight hundred (800) hours in his or her latest period will not be entitled to or vested with a vacation. Partial vacations shall be paid at ½ of the scheduled level reached at the employee's last anniversary date.

17.6 Selection and preference as to time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority.

17.7 Employees required to work on scheduled vacation day(s) shall be paid for hours worked on such day(s) at one and one-half (1½) times their regular hourly rate in addition to vacation pay, provided, however, that the foregoing shall not apply if the Employer and employee agree to reschedule the previously scheduled vacation day(s).

17.8 Any employee who has been in the service of an Employer for more than one (1) year and whose employment is terminated for any reason, shall be paid vacation on a pro rata basis, unless a deduction is allowed by law.

17.9 Employees will be paid vacation in accordance with the Employer's normal payroll procedures. An employee may accrue up to a maximum of 160 vacation hours at any time, but upon an employee reaching 160 vacation hours, the Employer will

cash out forty (40) of the employee's accrued vacation hours. In addition, the Employer and the affected employee may mutually agree to a cash out payment of his or her accrued vacation.

ARTICLE 18 SICK LEAVE

18.1 Effective July 1, 2015, an employee shall accrue and become entitled to use paid sick leave in accordance with the California Healthy Workplaces, Healthy Families Act of 2014 (HWHFA) as modified by this Addendum, and where a security officer who is employed within the geographic boundaries of the City of San Francisco, the City of Oakland, or the City of Emeryville, refer to sections 18.9 through 18.13 below for any greater benefits provided by local ordinance. Sick time accrued under this section 18.1 will count toward the employees' leave entitlement under such applicable local ordinances.

(a) An employee who works for 30 or more days within a year in California from the commencement of employment is entitled to paid sick days in accordance with California law. From the commencement of employment, an employee shall accrue paid sick days at the rate of one hour per every 30 hours worked. In lieu of accrual, the Employer may provide three (3) days or 24 hours, whichever is greater, of paid sick days to the employee at the beginning of each year, where year is defined as each 12-month period of the employee's employment ("lump-sum method"). Such paid sick days shall be paid when used by the employee at the employee's hourly wage rate. Payment for accrued sick leave taken by an employee shall be made by the Employer no later than the payday for the next regular payroll period after the sick leave was taken. Employees already on the payroll as of July 1, 2015 shall retain any Sick Leave accrued under the previous Collective Bargaining Agreement provisions, subject to the maximum accrual and utilization provisions in this Addendum. An eligible employee may begin using the accrued sick leave beginning on the 90th day of employment.

(b) Accrued sick leave may carry over into the following year of employment but shall be capped at forty-eight (48) hours or six (6) days. In accordance with the terms of the HWHFA, no carry over is required if the employer uses the lump-sum method for providing sick time unless the employee is employed within the geographic boundaries of the City of San Francisco, the City of Oakland or the City of Emeryville, in which case carry over will be permitted in accordance with the applicable local ordinance.

(c) Effective July 1, 2015, an employee who has completed less than one (1) year of employment with the Employer shall be limited to using twenty four (24) hours or three (3) days (whichever is greater) of paid sick days in each

year of employment, an employee who has completed at least one (1) year of employment with the Employer shall be limited to using thirty two (32) hours or four (4) days (whichever is greater) of paid sick days in each year of employment, and effective January 1, 2016 , an employee who has completed at least five (5) years of employment with the Employer shall be limited to using forty (40) hours or five (5) days (whichever is greater) of paid sick days in each year of employment. For employers using the lump-sum method, the annual lump-sum allotment will be as follows: effective July 1, 2015, when an employee has completed less than one (1) year of employment, the annual lump-sum allotment shall be twenty four (24) hours or three (3) days (whichever is greater); effective July 1, 2015, when an employee has completed at least one (1) year of employment, the annual lump-sum allotment will increase to thirty two (32) hours or four (4) days (whichever is greater); and effective January 1, 2016 when an employee has completed at least five (5) years of employment, the annual lump-sum allotment will increase to forty (40) hours or five (5) days (whichever is greater).

18.2 If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.

18.3 The minimum number of hours that can be used as paid sick leave is two (2) hours. An employee may not use paid sick leave in advance of it being accrued.

18.4 Upon the oral or written request of an employee, the Employer shall provide accrued paid sick days:

(a) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or his or her family member (defined as any of the following: (1) a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; (2) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or his or her spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) spouse; (4) registered domestic partner; (5) grandparent; (6) grandchild; and (7) sibling); or

(b) for an employee who is a victim of domestic violence, sexual assault, or stalking, (1) to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child, (2) to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking, (3) to obtain services from a

domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking, (4) to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking, or (5) to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

18.5 Any and all disputes regarding sick leave shall be resolved exclusively through, and in accordance with, Article 25 (Grievance and Arbitration Procedure) of this Agreement.

18.6 No Cash Out of Unused Accrued Paid Sick Leave on Severance of Employment.
The Employer shall not compensate an employee for accrued, unused paid sick days upon termination, resignation, retirement, or other separation from employment. If said employee is rehired by the employer within twelve (12) months from the date of separation, however, previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring.

18.7 No Retaliation or Adverse Action Against Employee.
The Employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint or alleging a violation of this Article of the Agreement or of the law, cooperating in an investigation or prosecution of an alleged violation of this Article of the Agreement or of the law, or opposing any policy or practice or act that is prohibited by this Article of the Agreement or of the law.

18.8 This Addendum to the Agreement establishes minimum requirements pertaining to paid sick days and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, statute or ordinance that provides for greater accrual or use by employees of paid sick days, whether paid or unpaid, or that extends other protections to an employee.

18.9 Special Provisions for Employees Working in the City of San Francisco and/or on Accounts Covered by the San Francisco Minimum Compensation Ordinance.
The provisions in Sections 18.1 through 18.8 set forth above apply to employees working in the City of San Francisco, provided that where Chapter 12W (Sick Leave) of the San Francisco Administrative Code contains a more generous provision regarding sick leave, the more generous provision shall apply, and provided further that Section 12W.8 (Implementation and Enforcement) of the San Francisco Administrative Code is expressly waived in accordance with Section

12W.9 (Waiver Through Collective Bargaining) of the San Francisco Administrative Code unless the waiver of a specific right in Section 12W.8 is prohibited by law. Sections 18.1 through 18.8 also extend to employees covered by Section 12P of the San Francisco Administrative Code (the Minimum Compensation Ordinance), provided that where Chapter 12P of the San Francisco Administrative Code contains a more generous provision regarding sick leave, the more generous provision shall apply, and provided further that Section 12P.6 (Administration and Enforcement) of the San Francisco Administrative Code is expressly waived in accordance with Section 12P.10 (Waiver Through Collective Bargaining) of the San Francisco Administrative Code unless the waiver of a specific right in Section 12P.6 is prohibited by law. The total accrual of paid sick days shall not exceed 72 hours. If and as permitted by law, the Employer may provide up to 72 hours using the lump-sum method, but shall be required to provide any additional time the employee accrues under Chapter 12W or Chapter 12P that exceeds the lump-sum amount.

18.10 Special Provisions for Employees Working in the City of Oakland.
The provisions in Sections 18.1 through 18.8 set forth above apply to employees working in the City of Oakland, provided that where Chapter 5.92 (City Minimum Wage, Sick Leave, and Other Employment Standards) of the Oakland Municipal Code contains a more generous provision regarding sick leave, the more generous provision shall apply, and provided further that Subsections (A), and (C) through (I) of Section 5.92.050 (Enforcement) of the Oakland Municipal Code are expressly waived in accordance with Section 5.92.050(B) (Waiver) unless the waiver of a specific right in Section 5.92.050 is prohibited by law. The total accrual of paid sick days shall not exceed 72 hours. If and as permitted by law, the Employer may provide up to 72 hours using the lump-sum method, but shall be required to provide any additional time the employee accrues under Chapter 5.92 that exceeds the lump-sum amount.

18.11 Special Provisions for Employees Working in the City of Emeryville.
The provisions in Sections 18.1 through 18.8 set forth above apply to employees working in the City of Emeryville, provided that where Chapter 37 (Minimum Wage, Paid Sick Leave, and Other Employment Standards) of Title 5 of the Emeryville Municipal Code contains a more generous provision regarding sick leave, the more generous provision shall apply, and provided further that Section 5-37.06 (Implementation) and Subsections (a) through (c), (f), and (g) of Section 5-37.07 (Enforcement) of the Emeryville Municipal Code are expressly waived in accordance with Section 5 37.07(e) (Waiver) unless the waiver of a specific right in Section 5 37.06 or Section 5-37.07 is prohibited by law. The total accrual of paid sick days shall not exceed 72 hours for Employers with 56 or more employees working in the City of Emeryville or 48 hours for Employers with 55 or fewer employees working in the City of Emeryville. To the extent permissible by law, the Employer may provide this sick leave using the lump-sum method, but shall be

required to provide any additional time the employee accrues under Chapter 5.92 that exceeds the lump-sum amount.

18.12 The intent of this Article is to bring this Agreement into compliance with the Healthy Workplaces, Healthy Families Act of 2014, but not to add anything above and beyond the requirements of the cited ordinances. Any question or issue that arises regarding the meaning of any of the below language should be considered in light of this stated intent.

18.13 Any more favorable term or condition to the Employee related to paid sick days provided for by the California Healthy Workplace Healthy Family Act of 2014 shall apply in the municipalities that have their own paid sick leave ordinance.

18.14 Should an employee so desire, sick leave will be provided to supplement either State Disability benefits or Workers' Compensation benefits and will be paid as follows:

(a) Eligible employees entitled to State Disability benefits or Workers' Compensation shall have weekly benefits, for the two hundred twenty (220) hours prescribed, supplemented by their Employer to an amount equal to one hundred percent (100%) of their normal straight-time earnings, less any statutory deductions. The two hundred twenty (220) hours shall refer only to the maximum amount of time off under the sick leave provision; it shall not be construed as referring to the total amount of payment to which an employee is entitled where either State Disability benefits or Workers' Compensation is paid.

(b) Eligible employees are all employees with a minimum of one (1) year continuous service and with a minimum of one thousand six hundred (1,600) working hours during the previous anniversary year, are entitled to two hundred twenty (220) hours of sick leave per year. In no event is an employee entitled to take more than two hundred twenty (220) hours, (27.5) days off per year under this sick leave provision.

18.15 Bereavement Leave.

In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his or her Employer, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed a total of three (3) regularly scheduled working days per twelve (12) month period measured from the employee's anniversary date. This provision does not apply if death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse,

Child, Grandchild, Mother-in-Law, Father-in-Law, Legal Guardian, Domestic Partner, legal parent of Domestic Partner, Uncle, Aunt, Nephew, Niece, Grandmother, and Grandfather. At the request of the Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased.

ARTICLE 19 HEALTH AND WELFARE

19.1 On the first day of the calendar month after a full time Security Officer has completed ninety (90) days of employment, he or she shall become eligible for health and welfare insurance coverage as provided below. The Employer shall provide Health and Welfare enrollment materials, or a link to such materials, to every employee who becomes eligible as required by law.

If the Patient Protection and Affordable Care Act (PPACA) or state law requires a shorter eligibility period, the Employer shall reduce their eligibility period in order to comply with the law. The Employer shall maintain its current definition of full-time until required to change its plan pursuant to this Article or as required by law, if earlier, at which time monthly eligibility shall be based on full-time status as defined by the Patient Protection and Affordable Care Act (PPACA) (30 hours worked or paid per week / 130 hours worked or paid per month, with "look back" provisions).

The Employer shall provide the Union with copies of all annual Open Enrollment notices. In addition, upon request of the Union, the Employer shall provide the Union with a copy of the enrollment materials and information provided to newly eligible employees as defined above.

In addition to the above, the Employer shall provide the Union with copies of all annual Renewal notices indicating Employer prices for the negotiated Health and Welfare plan at every Dependent level. The Union agrees to keep such information confidential and will not reveal one Employer's information to any other Employer.

19.2 San Francisco and East Bay Tier One Locations

(a) Fully-Paid Employee Only Medical Coverage.
For an eligible full time, security officer who is employed within the geographical boundaries of the City of San Francisco or in an East Bay Tier One location as defined in Section 12.4, the Employer will provide fully-paid Employee-only Kaiser plan health and welfare insurance as described below in Section 19.4.

(b) Family/Dependent Medical Coverage.

For an eligible full time, security officer who is employed within the geographical boundaries within the City of San Francisco or in an East Bay Tier One location as defined in Section 12.4, and qualifies for Family / Dependent coverage as specified below, the Employer shall pay all premium costs in excess of the following maximum monthly employee co-payments during the term of this Agreement.

Effective 10/1/2022	
Employee + 1	$125
Employee + Family	$225

To be eligible for this Family/Dependent coverage, the security officer must sign appropriate forms electing such coverage.

Any changes from an Employee-only plan to an "Employee Plus One" or "Employee Plus Two or More" may only take place during established open enrollment periods or upon a Qualifying Event (marriage, birth of a child, death of dependent, child reaching age 27, etc.), in addition to the first ninety (90) days after the date on which each Employer executes this Agreement.

Eligibility for Employer-paid dependent coverage shall be based upon seniority as defined in this Agreement, as follows: San Francisco and East Bay Tier One - Three (3) Years. Employees with less than three (3) years of service may elect to pay the additional cost to cover dependents.

(c) Health Care Accountability Ordinance.

For San Francisco employees only: compliance with the health benefits of this Article 19 shall be deemed to be in lieu of and in full satisfaction with all local San Francisco health care obligations established by local statute or regulation, including but not limited to Section 12Q of the San Francisco Administrative Code. To the extent that such local regulations impose additional or different requirements with respect to healthcare, they are expressly waived pursuant to Section 12Q.8 of the San Francisco Administrative Code.

19.3 East Bay Tier Two Locations

(a) For eligible full-time employees as defined above who are employed in East Bay Tier Two locations, the Employer shall offer the Kaiser plan health and welfare insurance as described below in Section 19.4.

The Employer shall pay one hundred percent (100%) of Employee Only coverage.

Employees may elect to pay the additional cost to cover dependents.

(b) Any Employer which is already paying 100% of the Kaiser Plan for Employee Only coverage in East Bay Tier Two locations shall continue that practice.

19.4 Plan Elements.
The elements of the Kaiser plans to be offered by the Employer are set forth in the attached Appendix A subject to changes by the insurance underwriter. Such insurance may be provided through Kaiser or through a broker selected by an individual signatory Employer.

Effective January 1, 2020, the Kaiser plan will be the $500 DHMO Plan described in Appendix A.

19.6 Plan Portability.
If security service for a site, facility or location is transferred from one signatory Employer to this Agreement to another signatory Employer to this Agreement, an eligible employee who is offered and accepts employment with the new signatory Employer will not be responsible for paying any insurance deductible beyond the yearly required deductible. Any deductible cost(s) beyond the employee's annual responsibility which is caused by any such change of employment, as referenced above, will be the responsibility of the signatory Employer who assumes the contract for said work. The foregoing provisions shall apply only to situations where the security service contract changes hands between signatory Employers, and shall not apply to other types of employment terminations where an employee subsequently becomes employed by a different signatory Employer (e.g. voluntary resignation, termination from employment, etc.). Employees will be responsible for providing receipts regarding any deductible paid and completing any necessary authorization forms which the Employer may need to obtain any employee information regarding deductibles paid and employees shall be reimbursed for such deductibles as soon as possible and no more than thirty (30) calendar days of providing receipts.

19.7 The Employer shall not change the employee's schedule by reducing the hours on which the employee works solely for the purpose that the Employer avoids its obligation under this Agreement or an attachment to this Agreement 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 to an existing client account because of a change in client specification, to the greatest extent possible, the Employer shall

implement such reduction in a manner that would avoid reducing the Employer's obligation to make contributions for health benefits for employees assigned to such account, consistent with the seniority provisions of this Agreement.

19.8 Nothing herein shall limit the right of the Employer to make any and all changes it deems necessary in its sole discretion to insure the insurance it provides pursuant to this Agreement complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange; or to avoid the coverage being subject to "Cadillac" taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage). The Employer will provide notice to the union of any such changes and, if the change has a negative impact on the employees, the Employer will bargain with the Union over the effects of the change.

19.9 Dental and Vision Benefits.
The Employer shall continue to offer the same Dental and Vision benefit plans currently in effect.

19.10 Remittance of employee portion of monthly insurance cost shall be a condition of coverage. An employee shall sign appropriate documentation permitting deduction of employee portion of Health and Welfare cost from wages, if any.

19.11 IRS Code 125.
When possible, the Employer agrees to implement IRS Code 125 upon effectuating this Agreement. This allows employees to set aside a portion of their compensation before taxes to make contributions toward the cost of health insurance.

ARTICLE 20 RETIREMENT

The Employer shall continue the retirement policies and procedures.

ARTICLE 21 PAY PERIODS

21.1 Under this Agreement, employees shall be paid not later than seven (7) days following completion of each pay period. All payments issued to employees must specifically state by date the period covered by such payments.

21.2 The Employer may require that an Employee's check be electronically deposited at the Employee's designated bank, or that other improved technological methods of payment be used, provided there is no additional cost to the employee to initially access the funds due to the use of such payment method. If the Employer requires

such alternate method of payment, the employees shall at all times be free to elect payment by electronic direct deposit, or the other methods of payment offered by the Employer. The Employer may permit, or on an occasional basis only for purposes of audit or payroll verification may require, that the employee pick the paycheck up at the office of the Employer.

21.3 The Employer will cause a separate payment to be made on any verified pay discrepancy exceeding $25, after the employee notifies the Employer's accounting department by completing and submitting the Employer's Payroll Discrepancy form. The payment shall be made available by no later than three (3) days, excluding Saturdays, Sundays and holidays, but if not, the Union or the employee may bring the matter to the attention of the responsible manager by submitting such in writing to him or her.

ARTICLE 22 BIDDING PROCEDURES AND CONTRACTOR TRANSITION

22.1 Retention of Existing Employees.

Whenever the Employer bids or 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; however upon request by the Union, the Employer shall notify the Union of the reason why it is not hiring a permanent employee at the site.

The Employer will recognize the seniority of the employees who are employed by it as continuous, regardless of change in Employers, for the purposes of determining seniority and eligibility for sick leave, vacation, or other benefits. The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover. In the event of a change of Employers during a calendar month, the Employer servicing the affected location as of the first day of the month shall be responsible for required Health and Welfare payments based upon the hours of that calendar month.

Subject to operational needs and with the Employer's approval, the incoming Employer shall permit an employee, upon two (2) weeks' notice, to take unpaid leave equal to the pro rata accrued vacation time that the outgoing Employer paid to the employee, upon proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

22.2 Client Request for Removal.

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, then the outgoing Employer will place such employee pursuant to Article 27 Section 4 below. All other provisions specified in Section 27.4 shall apply in this circumstance.

When an incumbent Officer is not hired by the incoming Employer (e.g. because of client demand during the contractor transition process), and the outgoing Employer is unable to place the Officer in a comparable position, the employee will be considered as laid off and placed on the layoff list of the outgoing Employer.

22.3 No Restrictions on Employment.
Neither party will enter into any verbal or written agreement by which any employee covered by this Agreement is restrained from engaging in a lawful profession, trade or business of any kind.

22.4 Notification of New Accounts.

(a) The Employer shall notify the Union, in writing, of any new job covered by this Agreement, specifying the name of the job and the address of the job location. 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.

(b) The Union agrees to safeguard this information as confidential and will not disclose it or any portion of it to anyone outside of the Union without the Employer's written consent.

(c) All work locations or accounts for which information is provided pursuant to this Section shall be identified by both address and location or client name (if applicable).

22.5 New Non-Union Buildings.

(a) If after this Agreement has been implemented, the Employer desires to bid or is awarded the contract to provide security at a location, which is otherwise covered by this Agreement but is not being serviced by a signatory Employer, the Employer shall set the wages and benefits provided the non-economic provisions of this Agreement shall apply to that particular building; Dues deductions will not be taken until all economic provisions take effect; however all non-economic provisions of this Agreement shall take effect immediately. Thereafter, the parties shall meet to discuss a reasonable progression of wage and benefits increases, provided that the economic terms of this Agreement shall apply to the non-Union building after the term of the first contractual agreement with the client, or two (2)

years from the date the first contractual agreement became effective, whichever is shorter.

(b) Any 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 building. That schedule shall be reduced to writing and shall be provided by the incumbent Employer as soon as practicable to any Employers who were invited to bid the affected account at the time of providing staffing information; and the Union shall provide within thirty (30) calendar days of the agreement being executed to other Employers. 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.

(c) 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.

22.6 Job Bidding Information.

(a) When an Employer signatory to this Agreement presents written proof (electronically or otherwise) to an incumbent security contactor that it was invited by the client to bid to provide security services at a location covered by this Agreement, the incumbent security contractor shall provide in electronic format to those Employer's signatory to this Agreement who requested such and who were invited to bid, the following information of the security officers currently employed at the applicable location subject to the bid no later than three (3) business days before the due date of the bid.

1. Names;
2. Current wage rates;
3. Seniority dates;
4. Hours worked per week per security officer;
5. Health care participation rates.

A copy of all information exchanged between Security Contractors pursuant to the above provisions shall be provided to the Union at the same time as it is provided to the Security Contractor(s).

In addition to the above, the bidding Employer shall provide a copy to the Union of its request for employee information to the incumbent Security contractor at the same time as it is sent to the incumbent Security contractor.

Furthermore, an incumbent Employer shall not refuse to provide job bidding information to a bidding Employer on the grounds that said bidding Employer is not signatory to this Agreement, provided that the Union has notified the Employers that the bidding Employer is signatory to the Agreement.

(b) The information provided by the incumbent security contractor to the other signatory Employer who were invited to bid shall be treated as confidential by all parties and shall not be copied, forwarded or otherwise disseminated by any party to any other Employer, entity or individual.

(c) The Union agrees that it shall treat any and all information received by the incumbent security contractor pursuant to this Section as confidential, and that it shall not copy, forward or disseminate such to any Employer, entity or individual, provided the Union may use and disclose only so much of the confidential information it has received from the incumbent security contractor as is necessary to administer the terms and conditions of this Agreement.

(d) The Employer will honor the security officers hourly wage rates at the time a new Employer successfully bids an already unionized facility.

(e) If the Employer bids on and is awarded an account covered under a separate Collective Bargaining Agreement with SEIU United Service Workers West within the geographic jurisdiction of this Agreement, the Employer agrees to adhere to the terms of that separate Agreement. The terms of the separate Collective Bargaining Agreement shall only affect work at the applicable account(s) or site(s) covered under such Agreement, and furthermore shall not be deemed to generate a claim under Article 26 (Most Favored Nations). An exclusive list of such separate Collective Bargaining Agreements is attached as Appendix B.

If a non-signatory employer is awarded a contract to provide security at a non-union location within the geographical scope of this Agreement, once the Union becomes the exclusive representative of its affected employees, the employer shall become signatory to this Agreement with the understanding that said employer and the Union may negotiate a phase-in schedule for the wages and benefits to be paid employees at the former non-union location for a period not to exceed the contractual agreement with the client in effect at that time or two (2) years from the date, whichever is shorter, when the contract to provide security became effective. Said phase-in schedule for the wages and benefits shall not be deemed a violation of Article 26 –Most Favored Nations of this Agreement as long as the phase-in schedule is reduced to writing and extended to any

other signatory Employer who desires to bid and perform work at that particular location. The phase-in schedule shall be provided by the Union to any Employers within five (5) business days of a request for such. An Employer who takes over a building where a phase-in schedule is in effect shall have the benefit of that phase-in schedule for the remainder of its term.

The Employers signatory to this Agreement that are named in the Preamble may consent to the Union agreeing to a more favorable condition (such as a longer "phase-in" period) based on client demands or similar circumstance, and if each Employer gives its written consent, the Union must notify each of the signatory Employers of such favorable condition in writing, otherwise the Employer(s) shall be entitled to raise a claim under Article 26 – Most Favored Nations.

ARTICLE 23 LEAVES OF ABSENCE

23.1 The Employer shall grant leaves from employment as required by federal and state laws. An employee desiring a leave of absence from employment for any reason must complete a written request for a leave of absence form and submit it to the Employer as soon as possible under the circumstances.

23.2 At the commencement of a leave from employment, an employee may request to be paid for unused accrued vacation. Payment will be made in accordance with the normal payroll procedures. An employee on a leave from employment under this Article shall receive paid benefits only if required by law and shall not accrue any other benefits under this Agreement except for the accrual of seniority for up to four (4) months as provided in Article 9 (Seniority) of this Agreement.

23.3 An employee who qualifies for and is granted a leave of absence provided by law will be reinstated to his or her former position or an equivalent position as required by law.

23.4 Time spent by an employee as a witness at the Employer's request is compensable at the employee's hourly rate of pay for the time the employee is required to appear as a witness. Where reasonable, the Employer may require that the employee work on the part of the day not spent in attending the hearing. If the employee receives witness fees, the Employer may require that the employee assign such witness fee check to the Employer or, alternatively, will reimburse the employee for any difference between the witness fee and the amount the employee is entitled to under this section.

23.5 The reemployment rights of employees, who are now or may later be in military service and the duties of the Employer in relation to them, shall be governed by the applicable provisions of Federal and State Laws.

23.6 After a security officer has completed one (1) year of employment with the Employer, he or she may make a written request for a leave of absence for personal reasons of not less than ten (10) or more than thirty (30) days, which may be granted in the discretion of the Employer. Failure by a security officer to return from a personal leave of absence as scheduled shall be deemed a voluntary resignation.

ARTICLE 24 GENERAL CONDITIONS/RULES

24.1 The employee shall conform to the printed rules and regulations of the Employer as now in effect and such further rules and regulations as may become necessary.

24.2 The Employer shall furnish to the Union copies of rules and regulations of general applicability to all employees, as well as any changes made thereto. This Section 2 shall not apply to rules applicable to a specific job site or post.

24.3 The Employer will establish stated call periods for each shift so as to minimize inconvenience to employees. Changes necessitated by seniority, changes in clients' needs, last minute orders, or other emergencies are recognized as exceptions.

24.4 The Employer shall comply with all applicable federal and Cal/OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.

ARTICLE 25 GRIEVANCE AND ARBITRATION PROCEDURE

25.1 During the term of this Agreement, all disputes and grievances shall be settled as quickly as possible by the Grievance Procedure provided herein except that the Employer may obtain injunctive relief from a Court to enforce Article 5 – No Strike/No Lockout. For the purpose of this Agreement, a grievance is defined as a difference of opinion between the Employer and the Union regarding matters covered by this Agreement, presented to the Employer in writing within fourteen (14) days after it occurred, or when the employee or Union became aware of it, or should have become aware of it.

25.2 An employee and/or Union Representative may consult directly with his or her Supervisor on a matter that does not necessarily constitute a grievance. In any case, where an employee is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, on which he or she has informally consulted with their Supervisor, the Union may submit

the complaint as a grievance. The grievance will state, in addition to the employee's version of the facts, the specific portion of the Agreement allegedly violated, the date the alleged violation occurred and signed by the employee and the Union representative. If the grievance is filed on behalf of more than one employee, it may be signed by a Union representative.

STEP 1 – Employer's Designated Representative.
The grievance shall first be submitted by the Union to the Employer's designated representative by fax, mail or electronic mail, and signed by the Union official, within fourteen (14) days from the date of the occurrence of the incident, or when the employee or Union became aware of it, or should have become aware of it. Such Employer designated representative shall, within seven (7) days after receiving the grievance, render his or her decision in writing.

STEP 2 – Employer's Designated Manager or His or Her Appointed Representative.
If the grievance has not been settled or answered during the above specific number of days under the above procedure, the Union may submit the grievance to the Employer's designated Manager or his or her appointed representative by fax, mail or electronic mail within seven (7) days after receipt of the initial decision in Step 1 by the Employer's representative. The Employer's designated Manager or his or her appointed representative shall, within seven (7) days after the receipt of the grievance, render a decision in writing by fax, mail or electronic mail to the Union. If requested, the designated Manager or his or her appointed representative will meet with the grievant(s) and/or appropriate Union representative(s) for the purpose of reviewing the matter. The Employer's designated Manager or his or her appointed representative responding at this Step Two shall be a person at a higher level within the Employer's organizational structure than the Employer's designated representative at Step 1.

The meeting shall be held on a mutually agreeable date within thirty (30) days following the request by the Union. If the grievance has not been resolved at the meeting held at this Step 2, the parties may agree to submit the grievance to a mediator of the Seattle, Washington office of the Federal Mediation and Conciliation Service (FMCS) as set forth in Step 3. If no agreement has been reached by the parties to submit the grievance to a mediator of the Seattle, Washington office of the FMCS, within 7 days after the meeting held at Step 2, the Union may proceed to Step 4 – Arbitration, as set forth herein.

STEP 3 – Mediation by the Federal Mediation and Conciliation Service (FMCS).
If the grievance has not been settled under the above procedure, the parties may agree to submit the grievance to a mediator of the Seattle, Washington office of the FMCS. If the parties agree to submit the grievance to a mediator, either or both parties shall make a written request to the FMCS Seattle office by fax, mail or electronic mail within seven (7) days after the meeting held at Step 2. The first

available mediator shall meet with the parties and the affected employee to assist and offer advisory opinions in an effort to help them reach an agreement that resolves the grievance. If neither party requests mediation within the seven (7) day period, the Union may proceed to arbitration as set forth below in Step 4.

Without affecting the time lines set forth herein, the parties may also agree to request a specific mediator. It is the intention of the parties that the Step 3 mediation would be used for significant cases (e.g., suspensions, terminations and class grievances) and when there is a reasonable chance of resolution with the mediator's assistance.

STEP 4 – Arbitration.

The Union may advance the grievance to Step 4 – Arbitration by making a written demand for arbitration by fax, mail or electronic mail to the FMCS, with a copy to the other party's representative, a) within twenty (20) days following the date the mediation was held at Step 3, or b) within thirty (30) days after the date the meeting was held at Step 2 if the parties did not agree to submit the grievance to a mediator of the FMCS.

The party making a demand for arbitration shall request the FMCS to provide the Employer and the Union with a list of seven (7) persons who are qualified and willing to act as arbitrators. Within fifteen (15) days of receipt of the Panel of Arbitrators from the FMCS, either party must contact the other for the purpose of selecting an arbitrator. Without waiving any of the time limits herein, if the parties mutually agree, they may select an arbitrator without use of the FMCS. If a party does not respond in writing within fifteen (15) days to a written demand from the other party to select an arbitrator from the Panel of Arbitrators sent to them by the FMCS, the party making the demand for arbitration shall have the right to unilaterally select the arbitrator from those names listed in the Panel unless the law permits the other party to refuse to proceed to arbitration.

25.3 Any grievance shall be considered withdrawn with prejudice if not filed and processed by the Union in strict accordance with the time limitations set forth above, unless time limits are extended or waived by mutual agreement in writing. Failure of the Employer to act within the time limit set forth in any Step shall entitle the Union to proceed to the next step of the grievance procedure.

25.4 The award of such arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The arbitrator shall consider and decide only the particular grievance presented in the written stipulation of the Employer and the Union. The arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement (or, where applicable to wage and hour grievances based on an alleged violation of California law, the arbitrator's interpretation of the law). The arbitrator shall not have the

right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. The parties to the case shall share equally the expense of the arbitrator, including the hearing room and transcript incurred with the arbitration. The transcript taken at the Arbitration Hearing will constitute the official record of the Hearing. The party or parties requesting a copy of the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript. The Employer and the Union are only responsible for the wages and expenses of its own representatives and witnesses.

25.5 Grievances involving discharge or indefinite suspension must be presented directly to Step 2 of the grievance procedure. A grievance by the Employer against the Union must be presented directly to Step 4 of the Grievance Procedure and within seven (7) days of the Employer notifying the Union of its grievance in writing, the Employer shall request a list of potential arbitrators from the FMCS. Step 4, paragraph 1 shall not apply in the case of grievance filed by the Employer against the Union.

25.6 Without affecting any of the time limitations set forth herein, the Employer and the Union may settle the grievance.

25.7 In calculating time for purposes of this Article, Saturdays, Sundays and the Holidays cited in Article 14 shall not be counted. Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the parties' designated representatives.

25.8 No more than one dispute may be submitted to any one arbitrator at the same hearing unless the parties agree to such in writing. If the Employer raises arbitrability as a defense to any grievance, that issue shall be resolved by a neutral arbitrator selected in accordance with Step 4 of Section 2 of this Article.

25.9 In view of the California legal and legislative environment regarding wage and hour issues and their effect on the Security industry, the parties hereby agree that the following provisions of Sections 25.9 through 25.13 shall apply to employees covered by this Agreement.

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 herein or required under applicable law. The grievance and arbitration provisions shall also cover "Wage and Hour Claims or Disputes," which shall include, to the fullest extent permitted by applicable law, all state and federal statutory claims for alleged unpaid wages, claims relating to uniform maintenance, training time, rest periods, meal periods, recovery periods, overtime pay, vacation pay, expense reimbursement, penalties (including claims brought under Labor Code sections 2698-2699.5 (PAGA)), and all other wage and

hour related matters, expressly including claims arising under the Fair Labor Standards Act, California Labor Code Sections 201, 203, 204, 226, 226.7, 227.2, 510-512, 551-558, and 1194, and/or Employer obligations under any applicable California Wage Orders that could have been brought in state or federal court.

The Parties agree that any employee's or employees' Wage and Hour Claims or Disputes shall be first brought to the Employer's attention via the grievance process provided for in this Agreement and that they shall attempt to resolve any such Wage and Hour Claims or Disputes via the grievance procedure provided herein.

25.10 Regarding Wage and Hour Claims or Disputes:

(a) The Parties agree that, with respect to the grievance process, Wage and Hour Claims or Disputes may be filed and/or processed by the Union on behalf of individual or multiple employees, and that the Parties are authorized to attempt to resolve such disputes with respect to all allegedly affected employees. Grievances involving Wage and Hour Claims or Disputes must be presented directly to Step 2 of the Grievance Procedure.

(b) In the event the Parties are unable to resolve a Wage and Hour Claim or Dispute via the grievance steps, the Union may elect to pursue a Wage and Hour Claim or Dispute to arbitration on behalf of either an individual employee or all employees allegedly affected by the policy or decision giving rise to the grievance. An arbitration demand filed on behalf of all allegedly affected employees shall hereinafter be referred to as an "All Affected Employees Arbitration", and shall be adjudicated pursuant to the provisions of Articles 25.2-25.4. Specifically, the Parties acknowledge that (i) the Parties shall equally split any costs and/or fees charged by the arbitrator; (ii) Under no circumstances shall an arbitrator's decision include any fee-shifting or "prevailing party" award of attorneys' fees, and each Party shall in all cases be responsible for its own attorneys' fees, expenses and other costs; and (iii) an All Affected Employees Arbitration may include only employees of the Employer represented by the local Union at the time the grievance was filed.

(c) With respect to All Affected Employees Arbitrations in which the amount in controversy is in excess of Seven Hundred Fifty Thousand Dollars ($750,000.00), the following special procedures shall apply:

i. Such All Affected Employees Arbitrations shall be assigned, on a rotating basis, to one of three arbitrators selected by the Parties. The Parties shall negotiate in good faith to identify three panel arbitrators who are fair and impartial and who have experience and expertise in handling multi-employee arbitrations and wage and hour issues.

ii. Before allowing the matter to proceed as an All Affected Employees Arbitration, the arbitrator shall make a threshold determination that there are questions of law and fact common to the allegedly affected employees, that those common questions predominate over any individual issues specific to each affected employee, and that common adjudication is manageable. Upon making such determination, the arbitrator shall issue an order that explicitly identifies which employees shall be included in the proceeding.

iii. In such All Affected Employees Arbitrations, the Parties agree that the arbitrator shall not have the power make errors of law or legal reasoning, or to make determinations of fact that are clearly erroneous. The Parties shall have the right to petition a court of competent jurisdiction to confirm, vacate, or correct any partial or final award of the arbitrator. Consistent with California law and the California Arbitration Act ("CAA"), the Parties may petition to vacate or correct a partial or final award based on any ground set forth in the CAA and/or on the ground that the arbitrator's award was based on errors of law or legal reasoning and/or is not supported by substantial evidence.

iv. In the event a Party files a petition to vacate or correct and award, and the reviewing court denies the petition, the party filing the unsuccessful petition shall be responsible for the prevailing party's legal fees and expenses associated with responding to the petition (but not for the party's legal fees and expenses in the original arbitration proceeding), up to a maximum amount of Forty Thousand Dollars ($40,000.00).

To the extent the Union chooses to pursue a Wage and Hour Claim or Dispute via the arbitration processes of this Agreement, the Union shall be provided all substantive rights and remedies available under applicable law, except for a jury trial, including any applicable statute(s) of limitations, and the arbitrator hearing a Wage and Hour Claim or Dispute may award any remedy that could have been awarded by a court except for attorney's fees. The Parties shall be entitled to reasonable discovery needed to fairly adjudicate the dispute, consistent with the streamlined nature and purpose of arbitration. The arbitrator shall have discretion and authority to determine the scope of such discovery.

(d) In the event the Union elects not to pursue a Wage and Hour Claim or Dispute to arbitration, the Union shall notify Employer of this fact within 10 days of such decision and/or within 10 days of an inquiry by the Employer.

In the event the Union elects not to pursue a Wage and Hour Claim on behalf of an affected employee, the affected individual employee retains all rights to pursue an individual Wage and Hour Claim or Dispute on his or her own (with or without a private attorney), but only in a court of appropriate jurisdiction and not in arbitration. With respect to any such court action, or any other action pursued by covered employees against the Employer, the Parties agree as follows:

i. No Class or Collective Action Claims.
To the full extent permitted by law, the Parties agree that Employees and the Employer shall each bring and pursue claims against the other only in their individual capacities, and shall not bring, pursue, join, or act as a plaintiff or class member in any purported class or collective proceeding.

For avoidance of doubt, the Union, as the exclusive bargaining representative of employees covered by this Agreement, agrees that the employees covered by this Agreement waive their right to assert Wage and Hour Claims or Disputes in state or federal court as members of a class and/or collective action or as the representative/lead plaintiff of a class and/or collective action.

ii. Representative Action Claims.
To the full extent permitted by law, the Parties agree that all individual wage and hour claims of Employees covered by this Agreement must be resolved by final and binding arbitration (through FMCS if initiated by the union and through AAA if initiated privately by the employee), including the individual component of a PAGA claim. The arbitrator shall not have authority to preside over any representative component of a PAGA claim in any proceeding or action brought by an Employee (as opposed to the Union). If an Employee brings a representative PAGA claim in court, and the court determines the Employee has standing to maintain the representative claim, the representative claim shall be stayed pending completion of arbitration on the individual component of the Employee's claim.

(e) 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 file administrative charges with state or federal agencies, including the Department of Labor and similar state agencies.

25.11 In no event shall this Article or this agreement be read to construe a waiver of individual rights to pursue statutory employment discrimination claims through administrative proceedings or civil actions.

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

25.13 A court, and not an arbitrator, shall decide any disputes regarding the enforceability of the provisions and waivers applicable to Wage and Hour Claims and Disputes set forth in Sections 25.9-25.10 above. If any provision is found by a court of competent jurisdiction to be unenforceable, the Parties shall have the option to re-open this Agreement for the sole purpose of bargaining any necessary modifications to this Article that would achieve compliance with prevailing law. In the event that a court determines that the provisions of Sections 25.9 and 25.10 are unenforceable in part, the unenforceable portions shall be severed and the remainder enforced. However, in no event shall an arbitrator have authority to preside over a class, collective, or representative arbitration involving a Wage and Hour Claim or Dispute brought by an employee (rather than the union) with a private attorney. In the event it is determined that any dispute involves both arbitrable Wage and Hour Claims and non-arbitrable Wage and Hour Claims, the Parties agree that the arbitrable claims shall be resolved first in arbitration and the non-arbitrable claims stayed (or dismissed, if a court determines the employee lacks standing to maintain the claim in court) pending completion of the arbitration.

25.14 An employee covered by this Agreement who desires to inspect and/or receive copies of payroll records related to him/her, and/or personnel records relating to the employee's performance or to any grievance concerning the employee (as those phrases are defined by state law), shall follow the following procedure: submit a written request to the Employer's Human Resources Department (1) specifying the personnel and/or payroll information and time periods desired; and (2) indicating thereon whether the employee, during his/her unpaid non-working time, or his/her named designated representative, will inspect such records at a mutually convenient time, or pick up copies at the Employer's premises, or whether he/she desires to have electronic copies e-mailed to the e-mail address provided on his/her written request, and (3) if the employee or his/her representative elects to pick up copies of the documents at the Employer's premises, he/she first remits cash or a check made payable to the Employer for the cost of actual reproduction of the records (at the rate $0.10 per page); however this payment shall not be required from the Union when the copies are produced pursuant to the grievance/arbitration procedure. A former employee may receive a copy of said documents by mail if he/she also first reimburse the Employer for actual postal expenses.

Nothing herein shall require the Employer to produce any document that is exempt or excluded from disclosure or production by any law. If a grievance has been submitted by the Union as set forth in Section 25.2, or if any formal legal proceeding is commenced that relates to a personnel matter against the Employer involving the employee or former employee, the right to inspect or copy personnel records which relate to such grievance or legal proceeding ceases during the pendency of the grievance and/or legal proceeding.

ARTICLE 26 MOST FAVORED NATIONS

26.1 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 as 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. The foregoing does not apply to the situations addressed in Sections 22.5(b) and 22.6(e)above.

26.2 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.

26.3 If the matter has not been resolved within 72 hours of notification to the Union, the Employer may request a list of seven (7) persons from the Federal Mediation and Conciliation Service. The parties will select an arbitrator using an alternate striking method. From that point forward, the issue shall be handled and processed in accordance with Step 4, paragraph 2 and the subsequent provisions of the Grievance and Arbitration procedure set forth in Article 25.

26.4 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 as covered by this Agreement that would allow the Employer to be granted similar conditions as defined in Section 1 above.

ARTICLE 27 MANAGEMENT RIGHTS

27.1 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 right 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; to transfer, or relocate any or all of the operations of the business to any location or discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times, determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours; to require that duties other than normally assigned be performed; select supervisory employees; train employees; discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the needs of the business; to discipline, suspend and discharge for just cause; to relieve employees from duty for lack of work or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any locations, even though employees at that location may be terminated or relieved from duty as a result. In no case will this Article be used for the purpose of unlawfully discriminating against any employees.

27.2 The foregoing statements of management rights and Employer functions are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions and rights not specifically enumerated. Any of the rights, power or authority the Employer had 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.

27.3 The Union recognizes that the Employer provides a service of critical importance to the customer and that this Agreement shall be interpreted so as to give primary consideration to customer needs and preferences, provided that the foregoing will not be construed to abrogate any rights under this Agreement.

27.4 <u>Removal of Employees by Client Request.</u>

(a) If a customer demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand. The Employer will make reasonable efforts to offer available positions as soon as reasonably possible subject to the following.

However, unless the Employer has just cause to discharge the employee, the Employer will use its best efforts to place him/her in another job in same County not to exceed ten (10) miles from the job site from which he or she was removed, and schedule said employee with no loss of regularly scheduled work hours, wages, seniority or benefits and with the same shift. Upon written request, by the Union, the Employer shall provide the customer/tenant's written demand, if any. In the event no written demand exists, the Employer shall, upon request of the Union, provide the stated reason for the customer/tenant demand, if known.

The Employer must have just cause to issue discipline to an employee removed from a job location based on client request.

Upon written request from the Union, a representative of the Employer (senior-level Employer representative at a level to be mutually agreed upon between the Union and each Employer upon the implementation of this Agreement), shall confirm in writing that the Employer received a request from the client to remove the employee.

(b) If the Employer is unable to place the officer in a comparable position as listed above, the employee will be considered laid off for lack of work and the Employer will not challenge the employee's claim for unemployment. Said employee shall retain full recall rights under this Agreement. Upon written request by the Union, the Employer shall document its efforts to place the employee in another job as set forth above.

(c) An employee removed from a job location due to client demand shall have the right to use accrued vacation time to cover any time spent in transitioning from the previous job location to the new job location.

(d) If an employee who has been removed from a location declines another job with the Employer with at least the same wage rate, benefits, shift (it being understood that minor variations in start and end times would not result in an Officer's new schedule being considered a different shift from his/previous schedule) and geographic area referenced above, the Employer shall have no further obligation toward that employee and the employee shall be considered a voluntary quit. An employee shall not be considered a voluntary quit for refusal to accept a transfer to a location not covered under this Agreement.

27.5 If the Employer subcontracts work covered by this Agreement, the Employer shall give thirty (30) days' notice of such subcontracting, and upon request by the Union shall discuss the effects of such subcontracting.

ARTICLE 28 WAIVER

If any provisions of this Agreement or the application of such provision to any person or circumstances be ruled contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby. 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, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as required by law.

The wages and fringe benefits set forth in the Master Agreement, and any Appendices are minimum conditions, and the Employer may provide greater wages and/or fringe benefits in its sole discretion.

ARTICLE 29 INDIVIDUAL LEGAL RIGHTS

29.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure by a governmental agency.

29.2 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.

29.3 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 and restore his/her original seniority date.

29.4 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.

29.5 Privacy. The Employer shall make reasonable efforts to protect the privacy of employee information, including Social Security numbers, bank account information, and other personal identification information. Nothing in this section is intended to prohibit the Employer from disclosing an employee's name when required by third parties, including clients.

ARTICLE 30 SAFETY

30.1 The Union and the Employer recognize the importance of maintaining a safe and healthy work environment. To that end, any protective devices or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer or required by applicable law, shall be provided to the employees at no cost and shall be worn and/or utilized by the Employees in the performance of their work assignments.

30.2 Safety Meetings

a) A meeting between the Employer and the Union may be held twice per year, if requested by either party at a time and place mutually acceptable to both parties for the purposes of discussing matters issues concerning work related safety at a job site.
b) The attendees at the meeting shall consist of the Employer's representatives and the Union's representatives not to exceed three (3) attendees from each party.
c) The parties will exchange a written proposed agenda for this meeting at least five (5) working days prior to the scheduled meeting, or the meeting will be rescheduled to a later date.
d) The attendees of the safety meetings will not be paid by the company and shall have no power to change, alter or amend this Agreement. It is understood that these meetings are not intended to supplant the grievance and arbitration procedure as set forth in the Agreement.

ARTICLE 30 DURATION AND TERMINATION

This Agreement shall become effective October 1, 2022, and shall remain in full force and effect through June 30, 2026, when it shall terminate and shall thereafter renew year to year, unless either party desires to modify or terminate this Agreement at the end of its term. Written notice must be provided to the other party at least sixty (60), prior to the expiration date in accordance with the National Labor Relations Act, as amended.

Service Employees International Union United Service Workers West	**The Employers**
Name:	Name:
Title:	Title:
	Company: **Allied Universal Security Services**
Name:	Name:
Title:	Title:
	Company: **Securitas Security Services USA, Inc.**
Name:	Name:
Title:	Title:
	Company: **GardaWorld Security**
Name:	Name:
Title:	Title:
	Company: **ProGuard Security**
Name:	Name:
Title:	Title:
	Company: **ABC Security Services**
Name:	Name:
Title:	Title:
	Company: **Chenega Security California Corp.**
Name:	Name:
Title:	Title:
	Company: **ProSegur Security**
Name:	Name:
Title:	Title:
	Company: **Professional Technical Securitas Services, Inc.**
Name:	
Title:	

APPENDIX A
KAISER HEALTH PLANS

The following are summaries of the most frequently asked-about benefits. This chart does not explain benefits, Cost Sharing, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Sharing. For a complete explanation, including the possible application of the deductible to benefits marked "(see note on deductible)", please refer to the "Evidence of Coverage" or benefit summary provided by your Employer. Please note that Kaiser provides all benefits required by law (for example, diabetes testing supplies). Some Employers signatory to the prior Agreement may be "grandfathered" with certain plan elements that differ from the above.

Page 50 Kaiser $500 DHMO Plan

Annual Deductible: Individual / Family per calendar year(s)	$500 / $1,000
Maximum Out-Of-Pocket	$3,000 per member, $6,000 per family
Maximum Lifetime Benefit	None / None
PROFESSIONAL SERVICES (Plan Provider Office Visits)	
Most Care Visits Primary & Specialty	$20 per visit – deductible doesn't apply
Routine preventive Physical Exams	No charge – deductible doesn't apply
Well-Child Preventive care visits (0-23 months)	No charge – deductible doesn't apply
Family Planning visits	No charge – deductible doesn't apply
Scheduled prenatal care & 1st postpartum visit	No charge – deductible doesn't apply
Eye Exams	No charge – deductible doesn't apply
Hearing tests	No charge – deductible doesn't apply
Urgent care consultations, exams, and treatment	$20 per visit – deductible doesn't apply
Physical, Occupational & Speech therapy visits	$20 per visit – (see note on deductible)
OUTPATIENT SERVICES	
Outpatient surgery	20% coinsurance – after deductible
Allergy Injection visits	No charge – (see note on deductible)
Vaccines (immunizations)	No charge – deductible doesn't apply
Most X-Rays and Laboratory Tests	$10 per encounter (see note on deductible)
MRI, most CT, and PET scans	$50 per procedure – (see note on deductible)
Preventative X-rays, screenings & laboratory tests as	No charge – deductible doesn't apply
Health Education: Covered individual health education counseling & covered health educational programs	No charge – deductible doesn't apply
HOSPITALIZATION SERVICES	
Room & board, surgery, anesthesia, x-rays, lab tests, drugs	20% coinsurance - after deductible
EMERGENCY HEALTH COVERAGE	
Emergency Department visits	20% coinsurance - after deductible
AMBULANCE SERVICES	
Ambulance Services	$150 per trip (see note on deductible)
PRESCRIPTION DRUG COVERAGE	
Most covered outpatient items in accord with our drug formulary from Plan Pharmacy or mail order program	
Generic items from Plan Pharmacy	$10 (30 day supply), $20 (31-60 day supply), $30 (61-100 day supply) – deductible doesn't apply
Refills by mail	$10 (30 day supply), $20 (31-100 day supply) – deductible doesn't apply
Brand name items from a Plan Pharmacy	$30 (30 day supply), $60 (31-60 day supply), $90 (61-100 day supply) – deductible doesn't apply
Refills by mail	$30 (30 day supply), $60 (31-100 day supply) – deductible doesn't apply
DURABLE MEDICAL EQUIPMENT	
Most covered durable medical equipment for home use	20% coinsurance – deductible doesn't apply
MENTAL HEALTH SERVICES	
Inpatient psychiatric care (up to 30 days per calendar year)	20% coinsurance - after deductible
Individual outpatient mental health evaluation & treatment	$20 per visit – deductible doesn't apply
Group outpatient mental health treatment	$10 per visit – deductible doesn't apply
CHEMICAL DEPENDENCY SERVICES	
Inpatient detoxification	20% coinsurance - after deductible
Outpatient individual therapy visits	$20 per visit – deductible doesn't apply
Outpatient group therapy visits	$5 per visit – deductible doesn't apply
HOME HEALTH SERVICES	
Home Health Care (up to 100 visits per calendar year)	No charge – deductible doesn't apply
OTHER	
Skilled nursing facility care (up to 100 days benefit period)	20% coinsurance - (see note on deductible)
Covered external prosthetic devices, orthotic devises, and ostomy and urological supplies	No charge – deductible doesn't apply
All covered services related to infertility treatment	50% coinsurance – deductible doesn't apply
Hospice Care	No charge – deductible doesn't apply

APPENDIX B

SITE-SPECIFIC COLLECTIVE BARGAINING AGREEMENTS

As of the effective date of this Agreement, the following are separate, site-specific Security Collective Bargaining Agreements between the Union and one more of the Employers signatory to this Agreement which are listed in the Preamble to this Agreement.

Employer	Collective Bargaining Agreement Location
(TBD)	One Market / Landmark Building, San Francisco
Allied Universal	(Golden Gateway Commons, San Francisco)
Allied Universal	77 Beale Street, San Francisco
(TBD)	Embarcadero Center, San Francisco
Allied Universal Blackstone Consulting Inc.	Kaiser National Agreement**
Allied Universal	The Gateway, San Francisco

**Agreement with SEIU International Union, honored by SEIU United Service Workers West

APPENDIX C

HOLIDAY DATES

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

2022	
Thanksgiving Day	Thursday, November 24th
Christmas Day	Sunday, December 25th
2023	
New Year's Day	Sunday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 16th
Presidents Day	Monday, February 20th
Memorial Day	Monday, May 29th
Juneteenth	Monday, June 19th
Fourth of July	Tuesday, July 4th
Labor Day	Monday, September 4th
Thanksgiving Day	Thursday, November 23rd
Christmas Day	Monday, December 25th
2024	
New Year's Day	Monday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 15th
Presidents Day	Monday, February 19th
Memorial Day	Monday, May 27th
Juneteenth	Wednesday, June 19th
Fourth of July	Thursday, July 4th
Labor Day	Monday, September 2nd
Thanksgiving Day	Thursday, November 28th
Christmas Day	Wednesday, December 25th
2025	
New Year's Day	Wednesday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 20th
Presidents Day	Monday, February 17th
Memorial Day	Monday, May 26th
Juneteenth	Thursday, June 19th
Fourth of July	Friday, July 4th
Labor Day	Monday, September 1st
Thanksgiving Day	Thursday, November 27th
Christmas Day	Thursday, December 25th
2026	
New Year's Day	Thursday, January 1st
Dr. Martin Luther King Jr's Birthday	Monday, January 19th
Presidents Day	Monday, February 16th
Memorial Day	Monday, May 25th
Juneteenth	Friday, June 19th

SIDE LETTER OF AGREEMENT

COMMUNITY HIRING

The Employer and the Union commit to act in good faith to outreach to Minority and other underemployed communities in order to continue to attract them as applicants to the Security industry. The Union agrees to participate in efforts to ensure the diversity of the Employer's workforce, including informing and educating the local community about career opportunities with the Employer.

All parties agree to comply with all applicable federal, state and local laws, including but not limited to the Civil Rights Act of 1964, as amended, and also including 41 CFR 60-1.4(a) and the employee notice clause in 29 CFR Part 471, Appendix A to Subpart A, as applicable. Each party further agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, genetic information, sexual orientation, gender identity, national origin, age or disability. The parties shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

Service Employees International Union United Service Workers West	**The Employers**
Name:	Name:
	Company: **Allied Universal Security Services**
Name:	Name:
	Company: **Securitas Security Services USA, Inc.**
	Name:
	Company: **GardaWorld Security**
	Name:
	Company: **ProGuard Security**
	Name:
	Company: **ABC Security Services**
	Name:
	Company: **Chenega Security California Corp.**
	Name:
	Company: **ProSegur Security**
	Name:
	Company: **Professional Technical Securitas Services, Inc.**