

# **BOSTON AREA AGREEMENT**

**UNIVERSAL PROTECTION SERVICES LP, DBA, ALLIED  
UNIVERSAL SECURITY SERVICES**

**ATS SECURITY**

**G4S SECURE SOLUTIONS USA**

**GARDA WORLD**

**NORTHEAST SECURITY**

**PALLADION SERVICES**

**SECURAMERICA**

**SECURITAS SECURITY SERVICES USA, INC**

**SOS SECURITY**

**UNITED SECURITY**

**WINDWALKER GROUP**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,**

**LOCAL 32BJ**

**EFFECTIVE:**

**AUGUST 1, 2022 TO JULY 31, 2026**

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## **PREAMBLE**

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

## **ARTICLE 1: RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for all of its non-supervisory full time and regular part time Security Officers but excluding all other employees and individuals who qualify as supervisors under Section 2(11) of the National Labor Relations Act, as amended ("Act"). Within the geographic areas defined by an area in radius fifteen (15) miles from Boston City Hall and employed for a majority of working hours in:

- a. Class A & B Multi-tenant Commercial Office Buildings with at least 75,000 square feet commercial office leased space. Nonetheless, in buildings where a single tenant or user leases in excess of 60% of rentable square feet and the union does not represent employees who perform cleaning or other building service, the building shall not be covered by this Agreement. This provision shall not apply to buildings where the union already has representation for security officers;
- b. In areas covered by this agreement, but outside Boston, Cambridge and Somerville, Class A & B Commercial Office Buildings with at least 150,000 aggregate square feet Commercial Office Buildings within the same office park or campus, that are commonly managed and with a security officer program managed by one signatory;
- c. Class A & B Commercial buildings that are not multi-tenant in which the union represents employees who perform cleaning or other property services and;
- d. Public Facilities, Public Arenas, Public Convention Centers and similar facilities operated by State and Municipal Government and;
- e. Facilities covered by the Service Contract Act;
- f. Private Higher Educational Institutions and Space Leased by a Private Higher Educational institution for Educational or Administrative purposes;
- g. Healthcare facilities where a union represents a substantial portion of the facility's employees;
- h. Work contracted by commercial airlines or other clients operating on airport property and operations directly related to commercial airlines that are located off airport property due to

facility and space limitations; except this paragraph shall not include work contracted by freight carriers;

- i. Museums not affiliated with religious organizations, effective January 1, 2020;
- j. Event employees covered by prevailing wage.

Provided that:

Notwithstanding anything to the contrary, if the Employer acquires a new account in a facility or building as described above, such shall be treated as an accretion to the bargaining unit. Upon the Union's demonstration that a majority of Security Officers at a new location have designated the Union as their bargaining representative by signing authorization cards or petitions, the Employer may recognize the Union as the exclusive collective bargaining representative for that location or locations.

Should there be any interruption of SEIU 32BJ representation for the Security Officers at any building or facility, the employer will remove that building or facility from inclusion and no longer be required to recognize the Union as the exclusive bargaining unit.

The Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short terms events) for up to and including forty-five (45) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual agreement. Consent shall not be unreasonably withheld.

Immediately upon notification that the Employer has become a service provider at a new location, the Employer shall notify the Union of the new location and the date on which it is to commence performing work at that location.

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

## **ARTICLE 2: PROBATIONARY PERIOD**

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

## **ARTICLE 3: NO DISCRIMINATION**

The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotion, assignment, suspension, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, gender (including gender identity and gender expression), sex (including by sexual harassment), maternity status, sexual orientation, physical disability (including AIDS and HIV), mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, union affiliation or military or veteran status, or any other category

protected by law. No employee covered by this agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

#### **ARTICLE 4: UNION MEMBERSHIP**

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 or applicable agency fee, 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, union membership materials including a membership application and voluntary payroll deduction authorization.

On a monthly basis, the Employer shall electronically notify the Union of new hires and/or terminations and voluntary resignations providing name, Social Security number (or other unique nine digit identifying number), date of hire or termination, work location and address and telephone number.

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

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

The Union will 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 for the purpose of complying with any of the provisions of this Article, including court costs and reasonable attorney fees.

Upon request of the union, but no sooner than July 1, 2020, the parties will meet and confer regarding allowing for "written authorization" as provided in this Agreement to include authorizations created and maintained by use of electronic records and electronic signatures, including voice authorization, consistent with state and federal law. The Union, therefore, may propose the use of electronic and voice records to verify Union membership, authorization for voluntary deduction of Union dues and fees, as well as voluntary contributions to the Union's American Dream Fund, from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for

remittance to the American Dream Fund.

### **ARTICLE 5: MANAGEMENT RIGHTS**

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 to discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of employees; to promulgate, post and enforce reasonable rules and regulations governing the conduct and actions of employees during working hours; to require the occasional de minimis performance of duties other than those normally assigned be performed; to select supervisory employees; to train employees; to discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the 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 location, even though employees at that location may be laid off or relieved from duty as a result. In no case will this Article be used for the purpose of unlawfully discriminating against any employees.

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. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.

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. 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. Upon 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 make a good faith effort to obtain a written request. Upon request of the Union, the Employer shall provide the stated reason for the customer/tenant demand, if known. However, unless the Employer discharges the employee, the Employer will confer with the Union regarding the matter and use its best efforts to place him/her in a timely manner at another account or location covered by this Agreement and schedule said employee with no loss of wages, seniority or benefits and with the same shift. As long as the employee is placed within 9 months from the time of removal, there will be no loss of seniority for any purpose for which seniority is a factor under this CBA.

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. Time spent on such layoff shall not negatively affect the employee's eligibility for benefits upon his/her return to work.

If an employee who has been removed from a location declines a job offer with the Employer with the same wages, benefits, schedule, and at another location covered by this Agreement, as referenced above, the Employer shall have no further obligation toward the employee, and that employee shall be considered a voluntary quit.

### **ARTICLE 6: SENIORITY**

Seniority shall be defined as an employee's length of continuous service with the Employer (or any predecessor acquired by the Employer) or facility, whichever is greater, regardless of whether there was a collective bargaining agreement covering the facility.

After completion of the probationary period described in Article 2, an employee shall attain seniority as of his/her original seniority date.

Except as provided in Article 5, seniority shall be broken by any of the following events:

- Resignation, retirement or voluntary termination;
- Discharge for just cause;
- Voluntary promotion into a non-bargaining unit position, unless an employee returns to the bargaining unit within six (6) months of the promotion in which case the employee's seniority shall be fully restored less any time spent in the non-bargaining unit position;
- Inactive employment for any reason other than authorized leaves of absence exceeding six (6) months or an employee's length of seniority, whichever is less;
- Failure to report to work within seven (7) calendar days from the date a recall notice is mailed to the employee's most recent address appearing in the employee's records unless prior written notice is received and approved by the Employer; or
- Failure to return to work after any leave of absence scheduled date for return unless prior written notice is received and approved by the Employer.

Seniority shall not be considered broken by virtue of military service leave regardless of length of absence.

To the extent practical, all employees who have at least six (6) months or more seniority shall receive two (2) weeks (ten [10] working days) notice from the Employer of the Employer's intention to lay them off. Laid off employees shall not be permitted to bump a less senior employee at another facility,



but shall be permitted to apply for a vacant position at another site. If there are no such vacant positions, the employee shall be permitted to exercise his/her seniority for a position which becomes available consistent with the Job Vacancies, Transfers and Career Advancement Article 23. The Employer will give first consideration in filling vacancies to employees on the recall list who are qualified and available.

**Summer Layoff Procedure for Higher Education Sites**

Employees working in Higher Education Institutions, who have no scheduled work hours due to the elimination of their regularly scheduled assignment during summer months, shall be considered displaced for lack of work during those months subject to the following provisions:

The Employer will make reasonable efforts to offer temporary job assignments during the summer months to such displaced employees. Displaced employees will be required to accept assignments with similar wage and benefits, and similar shift, in a location covered by this Agreement in order to continue their employment with the employer. A displaced employee may request consideration for approval for a leave of absence during this period of summer displacement. However, as with any leave of absence it must be approved by the employer.

The Employer will assign previously displaced employees who are in good standing in the fall and/or as soon as scheduled hours are restored. Upon notice from the employer of Employer’s intention to assign the employee to restored hours, the employee must immediately return to work as instructed, provided that an employee who returns within five days of receiving such instruction shall not be terminated or deemed to have resigned. Failure of the employee to comply with the employer’s instruction will be considered as the employee’s resignation and relieve the Employer from any further obligation.

Periods between June 1 and September 1 during which an employee is displaced due to summer fluctuations in hours will be deemed periods in which the employee worked 30hour/week for purposes of a “look back” period for health benefit eligibility.

A displacement pursuant to this article will not constitute a break in service that will affect seniority.

Eligibility and rate of accrual of vacation under Article 10 shall be determined based on hours during months not including time on displacement or voluntary leave of absence.

**ARTICLE 7: WAGES**

Effective August 1, 2022, the minimum hourly starting wage rate for employees covered by this Agreement shall be \$17.55 per hour.

**Zone 1: Defined as Cities of Boston, Cambridge, Somerville and Quincy\***

<b>Date</b>	<b>Starting Rate</b>	<b>Base/Prevailing Rate</b>	<b>Hourly Increase</b>
8-1-22	\$17.55	\$19.45	n/a
1-1-23	\$19.50	\$20.45	\$1.00

1-1-24	\$20.35	\$21.30	\$0.85
1-1-25	\$21.20	\$22.15	\$0.85
1-1-26	\$22.05	\$23.00	\$0.85

\* **Quincy** shall be Zone 2 until 12/31/22. Effective 1/1/23, **Quincy** shall be part of Zone 1.

**Zone 1, Class B Office Buildings**

Date	Starting Rate	Base/Prevailing Rate	Hourly Increase
8-1-22	\$16.60	\$18.60	
1-1-23 **	\$19.50	\$20.45	

\*\* Effective January 1, 2023 all Class B Office Buildings will come under the Class A rates.

**Wages for Private Colleges and Universities:**

Date	Starting Rate	Base/Prevailing Rate	Hourly Increase
8-1-22	\$17.55	\$19.45	n/a
7-1-23	\$19.50	\$20.45	\$1.00
7-1-24	\$20.35	\$21.30	\$0.85
7-1-25	\$21.20	\$22.15	\$0.85
7-1-26	\$22.05	\$23.00	\$0.85

**Zone 2: All other areas covered by the Agreement**

Date	Starting Rate	Base/Prevailing Rate	Hourly Increase
8-1-22	\$16.10	\$17.50	n/a
1-1-23		\$18.50	\$1.00
1-1-24		\$19.35	\$0.85
1-1-25		\$20.20	\$0.85
1-1-26		\$21.05	\$0.85

\*\*\* All Public Community Colleges remain on 7/1 at Zone 2 rates

All Public Community Colleges shall be covered by the Zone 2 Rates unless covered by prevailing wage and all other economic terms and conditions for Public Community Colleges shall be as set forth in this Agreement, including but not limited to Health and Welfare (Article 9), Vacation (Article 10), Holidays (Article 12), Bereavement Leave (Article 13), Sick Leave (Article 14) and Jury Duty (Article 17).

For each wage schedule, on July 1<sup>st</sup> of 2024 and 2025 an employee with six (6) months or more of service will receive the Base/Prevailing Wage Rate in effect in accordance with the above schedules or the hourly increase whichever is greater. There will be no wage adjustment in July, 2023. Provided that, at no time shall any officer earn less than the then current starting rate, adjusted each January 1<sup>st</sup>. Each January 1<sup>st</sup>, an employee with six (6) months or more of service who is at the Starting Wage Rate will move to the current Base/Prevailing Wage Rate.

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

Employees called into work for any hours not consecutive with their regular schedule shall be paid for at least four (4) hours of work.

Whenever an employee reports for work on a scheduled shift or detail and that shift or detail has been cancelled without reasonable notice to the employee, he or she shall receive a minimum of four (4) hours pay.

### **ARTICLE 8: WORKWEEK - OVERTIME - BREAKS**

The workweek shall be the Employer's established weekly pay period in accordance with Employer's payroll policy. This Section shall not be construed as a guarantee of any number of worked days per week or hours worked per day. An employee will be granted a minimum of one (1) day off in each workweek. All work performed in excess of forty (40) hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the employee's hourly rate.

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

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

It shall be understood that, while the nature of security work may make direct relief by another individual impossible, employees shall have the opportunity for a half (1/2) hour paid lunch.

Where practicable such lunch shall be uninterrupted in, near or at the workstation. If free from duty, employees shall be afforded the opportunity for an unpaid, uninterrupted lunch.

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

When an employee is mandated to work extra hours, the Employer shall make a reasonable effort to not alter the employee's remaining weekly schedule.

Upon request of the Union, the Employer will meet and confer to discuss excessive mandatory holdovers and/or abuse of holdovers, within two weeks of any such request.

#### **Meal Breaks**

Union and the Company agree that due to the varied nature of work in the security services industry

(such as working alone and in remote locations, in public safety sensitive positions, or as first responders and emergency response personnel), certain security officers may not be relieved of all duties for meal breaks. If a security officer is required to take an on-duty meal break, such meal break shall be considered time worked and paid at the security officer’s regular rate of pay.

The Union and the Company also agree that due to the unique features of some security services assignments, certain security officers may be required to take off-duty, unpaid meal breaks. If an officer is required to take an unpaid meal break, the meal break shall be uninterrupted and considered off-duty.

Security officers are required to report to management if they are denied or miss a meal or rest break.

**ARTICLE 9: HEALTH AND WELFARE**

Full-time Employees will be eligible to participate in a medical insurance plan provided by the Employer. Employees may elect not to participate in said plan. For purposes of complying with this article each employer subject to this Agreement is free to provide and offer a plan (“Exhibit A”) of comparable terms and conditions offered by other Employers. For purposes of determining comparability the plan elements/components shall be “like or similar”. It is further understood and agreed that use of the terms “like or similar” shall not require the Employers to utilize the same carrier/provider for purposes of meeting its obligations pursuant to this article. A copy of the applicable medical/dental/vision summary plan design is attached as described in (“Exhibit A”).

The Parties agree that the Employer shall, with respect to eligible Employees, maintain Employer provided health care plans compliant to provisions above relative to (Exhibit ‘A’) and, in doing so, the Employer shall not materially alter said plans during the period in which said plans are in effect without notification to the Union for the purpose of compliance review of the foregoing provisions.

The weekly cost to the employee for health insurance (except as noted below) shall be:

	January, 2022	January, 2023	January, 2024	January, 2025	January, 2026
Single	\$30.00	\$30.25	\$32.25	\$34.25	\$34.25
Plus 1	\$104.32	\$104.32	\$104.32	\$104.32	\$104.32
Family	\$159.35	\$159.35	\$159.35	\$159.35	\$159.35

Note: The costs to employees for health insurance premiums for single coverage were made with the agreement by the Parties that contractors may offer separate purchases (“a’ la carte” purchases) of vision and dental insurance outside of the bundled healthcare package.

Employees classified as “full-time” and who continue to work a minimum of thirty (30) hours per week will be covered on the first of the month which follows completion of their 90-day probationary period described in Article 2 of this Agreement. To maintain eligibility, for purposes of this subsection, “full-time hours” means that an Employee’s hours worked shall average out of a minimum of thirty (30) hours per week, calculated over a ninety (90) day period. All hours for which pay is received and hours on approved leave of absence (not to exceed thirty (30) days) shall count toward the calculation of the average hours for the purpose of maintaining eligibility.

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 PPACA.

The Employer shall not reduce scheduled hours of employees' work for the purpose of evading obligations under this Article.

Part-time Employees who are promoted to full-time will become eligible after consistently working full-time hours for 90 days. Upon termination of employment, coverage by Employer will cease on the day of separation. Following separation, former Employees may continue their coverage as provided by COBRA.

If any Federal or State statute, local ordinance or other legislation is enacted during the term of this Agreement which concerns or has reference to employee health insurance, the Employer or the Union may, at the discretion of either party, re-open the provisions of this Article in their entirety and commence bargaining in good faith in accordance with the National Labor Relations Act with the other party over new terms of this Article, with such re-opening becoming effective upon written notice from either party. In the event of such a re-opener, it is expressly agreed and understood that all provisions of the Agreement will remain in full force and effect and are unimpaired by any such meetings or re-opener.

Nothing herein shall limit the right of the Company to unilaterally 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).

**ARTICLE 10: VACATIONS**

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

<b>Years of Service</b>	<b>Tier</b>	<b>Maximum Vacation allowance</b>	<b><i>Maximum Vacation accrued/earned per pay week</i></b>
Less than one year	No vacation available	None	None
1 Year	One	5 days (40 hours)	.77 hours
3 Years	Two	10 days (80 hours)	1.53 hours
8 Years	Three	15 days (120 hours)	2.3 hours
12 Years*	Four	20 days (160 hours)	3.06 hours
Upon reaching the next tier anniversary date, Employees will begin to accrue at the next higher rate.			

\*Effective 1-1-23

Employees shall be eligible to use vacation time upon the completion of one year of service.

Week shall mean the employee's regular work week, and vacation pay shall be calculated on a pro rata basis (prorated based on 2080 hour work year) up to a maximum of forty (40) hours for each week.

Vacations will be paid at the employee's regular straight-time hourly rate. Employees may opt for payment in lieu of time off and will be paid within thirty (30) days of the employee's anniversary month. Employees will be paid vacation in accordance with the Employer's normal payroll procedures.

Vacations shall be scheduled subject to Employer approval and in accordance with Employer's vacation policy. When compatible with proper operation of the facility, selection and preference as to the time of taking of vacations shall be granted to employees on the basis of seniority.

### **ARTICLE 11: ACCRUED LEAVE REPORTING**

For Employers who do not provide electronic access to the accrued and used paid leave, the Employer will provide annually, information on how employees can obtain a summary of all paid leave accrued and used. And, upon request, the employer will provide a summary no greater than on a quarterly basis.

### **ARTICLE 12: HOLIDAYS**

The following days, or the days on which they are legally observed, shall be observed as holidays for all employees covered by this agreement:

New Year's Day  
Dr. Martin Luther King, Jr.'s Birthday  
Memorial Day  
Juneteenth  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Employees who work on any holiday listed in Article 12 shall be paid holiday pay at one-and- half (1½) his/her hourly rate. Effective 2019, Employees who work Christmas Day shall be paid at double (2) his/her hourly rate. For purposes of the holidays listed above, all employees who are scheduled to work that day of the week, but do not work due to their scheduled work location being closed or post unfilled will be paid at the regular straight-time pay for the number of hours for which they are scheduled. However, if the Employer is required to reduce staffing, yet still requires adequate staffing to meet operational needs on any of the holidays enumerated above, such reduction will be met by offering hours off on a voluntary basis to qualified employees in order of seniority. If such staffing needs cannot be met in a voluntary manner then the Employer may require the least senior qualified employees to work the holiday.

In order to qualify for holiday pay, employees must work their last scheduled shift before the holiday and their next scheduled shift following the holiday. There shall be no pyramiding of vacation, sick, and holiday pay. Prior approved vacation and jury duty time off shall count as a scheduled shift for purposes of this paragraph.

## **Higher Education Holidays**

Employees who work on any holiday listed in Article 12 shall be paid holiday pay at one-and-half (1½) his/her hourly rate. For purposes of the holidays listed in Article 12, all employees in the Higher Education sector who are scheduled to work the day of the week on which the holiday falls, but do not work due to their scheduled work location being closed or post unfilled, will be paid at the regular straight-time pay for the number of hours for which they are scheduled. This shall not apply to employees who are not working as a result of seasonal reduction closings of employees' respective work location/s. However, if the Employer is required to reduce staffing, yet still requires adequate staffing to meet operational needs on any of the holidays enumerated above, such reduction will be met by offering hours off on a voluntary basis to qualified employees in order of seniority. If such staffing needs cannot be met in a voluntary manner then the Employer may require the least senior qualified employees to work the holiday.

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

### **2022**

Labor Day	Monday, September 5 <sup>th</sup>
Veterans Day	Friday, November 11 <sup>th</sup>
Thanksgiving Day	Thursday, November 24 <sup>th</sup>
Christmas Day	Sunday, December 25 <sup>th</sup>

### **2023**

New Year's Day	Sunday, January 1 <sup>st</sup>
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 16 <sup>th</sup>
Memorial Day	Monday, May 29 <sup>th</sup>
Juneteenth	Monday, June 19 <sup>th</sup>
Fourth of July	Tuesday, July 4 <sup>th</sup>
Labor Day	Monday, September 4 <sup>th</sup>
Veterans Day	Friday, November 10 <sup>th</sup>
Thanksgiving Day	Thursday, November 23 <sup>rd</sup>
Christmas Day	Monday, December 25 <sup>th</sup>

### **2024**

New Year's Day	Monday, January 1 <sup>st</sup>
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 15 <sup>th</sup>
Memorial Day	Monday, May 27 <sup>th</sup>
Juneteenth	Wednesday, June 19 <sup>th</sup>
Fourth of July	Thursday, July 4 <sup>th</sup>
Labor Day	Monday, September 2 <sup>nd</sup>
Veterans Day	Monday, November 11 <sup>th</sup>
Thanksgiving Day	Thursday, November 28 <sup>th</sup>
Christmas Day	Wednesday, December 25 <sup>th</sup>

### **2025**

New Year's Day	Wednesday, January 1 <sup>st</sup>
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 20 <sup>th</sup>

Memorial Day	Monday, May 26 <sup>th</sup>
Juneteenth	Thursday, June 19 <sup>th</sup>
Fourth of July	Friday, July 4 <sup>th</sup>
Labor Day	Monday, September 1st
Veterans Day	Tuesday, November 11 <sup>th</sup>
Thanksgiving Day	Thursday, November 27 <sup>th</sup>
Christmas Day	Thursday, December 25 <sup>th</sup>

**2026**

New Year's Day	Thursday, January 1st
Dr. Martin Luther King, Jr.'s Birthday	Monday, January 19 <sup>th</sup>
Memorial Day	Monday, May 25 <sup>th</sup>
Juneteenth	Friday, June 19 <sup>th</sup>
Fourth of July	Saturday, July 4 <sup>th</sup>

**ARTICLE 13: BEREAVEMENT LEAVE**

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family for three (3) consecutive days. The employee must have been scheduled to work the 3 (three) days for which they are claiming pay. The term "immediate family" shall mean: spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law, grandparent, grandchild, aunt or uncle or any relative residing with the employee or with whom the employee is residing or other significant relationship which, in the case of a relationship not listed above, may be granted at the employer's discretion. The Employer reserves the right to require proof of death.

All part-time employees will be eligible for bereavement pay if arranging and/or attending the funeral occurs during their normal scheduled work day for relatives listed above, not to exceed the full-time benefit. Employees will be paid only for normal scheduled work hours missed.

**ARTICLE 14: SICK DAYS**

Sick time shall be provided to employees covered by this Agreement for the following purposes:

- 1) Care for the employee's child, spouse, parent, or parent of spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or
- 2) Care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- 3) To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; or
- 4) Address the psychological, physical or legal effect of domestic violence as defined in subsection (g ½) of section 1 of MGL c. 151A,



Sick time will accrue in the following way:

The Employer shall provide one hour of sick time for every thirty (30) hours worked by an employee covered under this Agreement. Employees will be able to use accrued sick time upon the 90<sup>th</sup> calendar day following the commencement of accrual and thereafter will be able to use whatever time has been accrued, up to forty (40) hours per calendar year.

Sick time can be used in the smaller of, hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.

Maximum sick time per year:

Employees may carry over up to 40 hours of unused sick time but are not entitled to use more than 40 hours in one calendar year.

Employees shall be credited with their regularly scheduled hours at straight time.

Other provisions:

To use a sick day for unanticipated illness or injury, the employee must notify his/her supervisor of the inability to report to work as scheduled at least four (4) hours prior to the employee's starting time. If an employee needs to take sick time in an increment shorter than his or her full shift, such time must be taken either at the beginning or end of the assigned shift.

Effective January 1, 2024, employees may schedule in advance up to 2 accrued sick days per calendar year for personal reasons. Such days shall be requested in advance and shall be scheduled subject to Employer approval and in accordance with the Employer's time off request policy. The Employer shall retain sole discretion in granting such requests. The Employer shall not unreasonably withhold such approval.

**ARTICLE 15: FAMILY AND MEDICAL LEAVE ACT**

The Employer and the Union acknowledge that the provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA") apply to the employees who qualify for this type of leave working under this Agreement. The Employer will comply with the provisions of the FMLA. Employees may be entitled to up to 12 weeks (or 26 weeks under military care giver situations) of leave based upon meeting certain eligibility requirements and with proper submission of documented evidence of specific circumstances as set forth in the FMLA. Under the Family and Medical Leave Act of 1993 (FMLA) eligible employees may receive up to twelve (12) weeks of unpaid leave (or 26 weeks if a military care giver) during a twelve (12) month period for:

- a. The birth of a child;
- b. The placement of a child with an employee for adoption or foster care;
- c. Caring for a spouse, son, daughter or parent with a serious health condition; and
- d. An employee's own serious health condition.

In order to be eligible for leave under FMLA an employee must:

- a. Have been employed for at least twelve (12) months before applying for the FMLA leave;
- b. Have worked at least 1,250 hours during the twelve (12) months prior to requesting the leave;
- c. Provide medical certification issued by a health care provider of the employee or the employee's covered ill family member on Form WH-380 (available from the Employer); and
- d. Failure to submit the requested medical certification may delay the leave or preclude it from qualifying as FMLA leave.

Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition (including military leave), the employer may require certification in support of the leave from a health care provider. After notice is given, the Employer will request the medical certification described above and provide the employee with the necessary paperwork. Employees requesting leave are required to furnish the Employer with the requested medical certification within fifteen (15) calendar days. No employee should depart on a foreseeable FMLA leave without having submitted the required medical certification.

When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. In the case of an emergency or other circumstance that results in an unexpected need for FMLA leave, an employee should notify the Employer as soon as practicable. It should usually be reasonable for the employee to provide notice of leave that is unforeseeable within the time required by the Employer's usual and customary notice requirements. If an employee is incapacitated, this notice may be given by a family member or other responsible party. As with foreseeable FMLA leave, the Employer will request medical certification and the employee is required to provide it within fifteen (15) calendar days unless it is not feasible to do so despite good faith efforts. When an employee makes diligent good faith efforts but is unable to meet the 15 calendar day deadline, the employee is entitled to additional time to provide the certification. If an employee fails to return the certification in a timely manner, the Employer can and reserves the right to deny the FMLA protections for the leave following the expiration of the 15-calendar day time period until a complete and sufficient certification is provided.

If this procedure is followed and an employee's leave is granted, the Employer may also require second or third medical opinions (at the Employer's expense) and periodic recertification of a serious health condition. Additionally, employees returning from FMLA leave may be asked to provide a "fitness-for-duty" report before returning to work.

The parties agree that as to any dispute between this provision and federal or state law, the applicable law shall apply. Nothing in this provision is intended to enhance, supplement or modify the federal or state law.

**ARTICLE 16: LEAVES OF ABSENCE**

Personal or Emergency Leave: Employees may request an unpaid personal or emergency leave of absence of up to thirty (30) days, provided they have at least one (1) year seniority. The Employer shall not unreasonably withhold approval of such leave provided it is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the employee’s return to work the Employer may request documentation of the emergency. The Employer further agrees that the employee shall be returned to his/her former shift, work hours and job classification subject to operational needs.

Union Leave: Subject to operational needs, the Employer agrees to release Employees for Union Leave from work without pay, but without loss of seniority, under the following terms:

1 per Employer	2 weeks	1 day	5 times per year
1 per Employer	3 weeks	1 week	Twice a year
1 per Employer	1 month	Up to 60 days	Once a year

Requests for such leave will not be unreasonably denied. Employer retains the right to enforce all policy and procedures that relate to any leave of absence.

The Employer further agrees that the released Employees shall be returned to their former shift, work hours and job classification subject to operational need. The Union shall pay the entire cost of any Employee’s health, dental and vision insurance (includes both the Employee and the Employer contribution). Said payment shall be due to the Employer by the Union within 30 days of the Union receiving notification of the amount due.

Subject to the provisions set forth herein, any employee who is elected to and serving on the SEIU Local 32BJ Executive Board, shall be released from work for Executive Board meetings.

Military Leave: Employees who are serving in the Military Reserve or National Guard shall be granted unpaid leave to attend training exercises. All statutes and valid regulations in regard to the reinstatement and employment of military veterans shall be observed. The Employer may request a copy of military orders/documentation for verification of scheduled training.

Small Necessities Leave: The Employer will comply with the provisions of the Massachusetts Small Necessities Leave Act. Employees may request up to twenty-four (24) hours leave within each calendar year to participate in school activities directly related to the educational advancement of a son or daughter under age eighteen (18) or to accompany a son or daughter under age eighteen (18) or an elderly relative over age sixty (60) to routine medical or dental appointments.

**ARTICLE 17: JURY DUTY**

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service up to a period of 30 days in any year. It shall be the employee's responsibility to present evidence to the Employer of his or her notice of jury duty and the length of time he or she served on such jury prior to being compensated.

## **ARTICLE 18: UNIFORMS**

The Employer shall provide appropriate uniforms to Employees. The Employer may require a deposit of up to \$125.00, which shall be deducted in no less than three (3) installments, for employees hired after this Agreement becomes effective. The Employer shall continue current deposit policy for Employees employed prior to the effective date of this Agreement.

Only where the uniforms issued to the Employee required dry-cleaning or other unique care, shall the Employer be responsible for the cost of such care. In the case of dry cleaning, the Employer shall establish the frequency and schedule regarding dry cleaning.

All uniforms and other equipment furnished by the Employer shall be returned at the time of separation from employment. At such time, the Employer shall return any uniform deposit, if applicable, to the employee with interest.

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

## **ARTICLE 19: SAFETY**

The Employer recognizes the importance of maintaining a safe and healthy work environment. To that end, any protective devices, foul weather gear, 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. Furthermore, any communication devices provided to employees and required for the performance of their duties shall be maintained in good repair or replaced by the Employer. The Employer shall not require an employee to reimburse the Employer for property loss or damage without legitimate reason.

The Employer shall maintain Workers' Compensation coverage for all employees. Pursuant to applicable law, the Employer shall post the required notice of Workers' Compensation in a prominent and visible location to employees containing the name of the insurance company, its address and phone number.

A joint Employer/Union committee shall be formed to discuss issues regarding training, safety, recruitment and retention of officers and communication of the quality services provided by the Employer to the community at large. This committee may meet by mutual consent but shall not meet any less than once a year. The committee shall be made up of up to three (3) officers from the Union and up to three (3) representatives from the Employer.

## **ARTICLE 20: UNION ACTIVITY IN BUILDINGS**

Official representatives of the Union shall be allowed to visit locations served by the Employer, and to visit with the employees on the job for the purposes of determining that this Agreement is being carried out, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation, or the employee's performance of work, and there is no objection by the Employer's client. Any Union official who wishes to visit or contact employees

while on the job shall provide advance notification to the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification and specify the property he or she wants to visit. This rule shall not apply to public areas.

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

The Union shall select up to three (3) Chief Shop Stewards for each employer. The Chief Steward shall have reasonable freedom to perform their duties during non-working time, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation or the employee's performance of work, and there is no objection by the Employer's client.

All employees shall have the right to request the presence of a Union Steward during any investigatory meeting which the employee reasonably believes might result in discipline.

The Employer shall permit the posting of Union bulletins in designated areas, provided that such bulletins do not disparage the Employer or the client.

### **ARTICLE 21: NO STRIKES/NO LOCKOUTS**

There shall be no strikes (including economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions by employees or the Union relating to this bargaining unit, or lockouts, during the term of this Agreement. At any location covered by this Agreement, the Union shall not engage in any handbilling, leafleting, distribution of literature, public appeals (except in cases where the Employer refuses to abide by an arbitration award made under this agreement within the time specified by the award), or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement.

In the event of a strike by another labor group or the Union involving the customer's property or operations, the employees will remain on the job for protection of life, limb, and property, and shall not be required to assume duties normally outside the scope of this Agreement.

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

### **ARTICLE 22: IMMIGRATION**

Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation

may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following procedure:

- a. In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee of the nature of the issue/problem and reference the employee's rights under this Article.
- b. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified problem or secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service. If the bargaining unit member does not remedy the issue or provide valid documentation, as referenced above within thirty (30) calendar days, the bargaining unit member may be discharged and the Employer shall have no further obligation to hold a bargaining unit member's position. An employee who does remedy the issue, provides valid documentation and is rehired by the Employer within six (6) months of his/her discharge will not lose their seniority.
- c. If the bargaining unit member obtains the valid documentation as referenced in subparagraph "b" above, when necessary, he/she will, consistent with the operational needs of the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.

Upon request, the Employer agrees to meet with the Union and discuss the employee's issue/problem. When practicable and permissible under applicable law and/or regulations, this meeting will take place before the Employer initiates any adverse employment action.

### **ARTICLE 23: JOB VACANCIES, TRANSFERS AND CAREER ADVANCEMENT**

The Employer shall maintain a current posting of permanent bargaining unit job openings at its branch office showing all opening in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of such posting or otherwise make it available to the Union.

The Employer shall also maintain a bargaining unit Job Vacancy/Transfer/Advancement list at its branch office and shall provide a copy of the appropriate updated list to the Union 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.

When a permanent position arises at a location covered under this Agreement, the Employer shall give first consideration to the employees on the bargaining unit Job Vacancy/Transfer/Advancement list in order of seniority whose requests match the vacant position.

An employee who is placed in a permanent position pursuant to this procedure shall be listed on the next updated bargaining unit Job Vacancy/Transfer/Advancement list with the information on his/her placement, and shall be removed from the following updated list and shall not be eligible to put his/her name on the list for a period of six (6) months.

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

- a. Seniority;
- b. Qualifications;
- c. Availability;
- d. Prior work record;
- e. Leadership skills; if required and,
- f. 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 24: DISCIPLINE AND DISCHARGE**

- 1) Employees may not be discharged or disciplined except for just cause. Upon request, any employee discharged or disciplined shall be given written notice of the basis for such discipline or discharge. Upon request, the Union shall be provided with a copy of the notice to the employee of discipline or discharge.
- 2) All employees shall have the right to have a Shop Steward or other Union Representative present at any investigatory meeting that the employee reasonably believes may lead to discipline. To effectuate the presence of such an individual, the employee must request the presence of the Shop Steward or Union Representative.
- 3) After a period of twelve (12) months following issuance, no written warnings, discipline notices or reprimands shall be counted against an employee as part of the disciplinary procedure.

#### **ARTICLE 25: GRIEVANCE PROCEDURE AND ARBITRATION**

##### **1. Grievance Procedure**

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

The procedure for handling a grievance pertaining to any such difference or dispute which may arise under this Agreement, shall be as follows, except that grievances involving disciplinary suspensions, transfers or terminations may be taken directly to Step 2.

**STEP 1.** Since it is in the best interest of all concerned that a grievance be promptly and

expeditiously resolved, an aggrieved employee(s), and if the employee desires the Union Steward and/or Union Representative, shall present such grievance within fourteen (14) calendar days after the grievant(s) knew or had reason to know of the event giving rise to the grievance. The Account Manager/Employer designee shall respond within ten (10) calendar days.

STEP 2. If the matter is not settled in the first step, and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the responsible Human Resources Manager or other management employee designated by the Employer within ten (10) calendar days following response at the first step or the date on which it was due whichever is earlier. The aggrieved employee, the Union Steward, and a Union Representative may request a meeting to discuss the grievance with the Human Resources Manager; such meeting shall be scheduled within ten (10) calendar days of this request. The Human Resources Manager shall give his or her written response within ten (10) calendar days after the second step meeting.

STEP 3. If the matter is not settled in the second step, and the Union wishes to further pursue it, the grievance shall be presented to the Employer's Principal Officer or other management employee designated by the Employer within ten (10) calendar days following response at the second step, or the date on which it was due, whichever is earlier. The aggrieved employee, the Union Steward, and a Union Representative may request a meeting to discuss the grievance with the Principal Officer or other management employee designated by the Employer; such meeting shall be scheduled within ten (10) calendar days of this request. The Principal Officer shall give his or her written response within ten (10) calendar days after the third step meeting.

## **2. Arbitration**

If the grievance is not resolved at the third step, it may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the Employer's third step response or date on which that response was due, whichever is earlier. A demand for arbitration must be served in writing by the Union to the Employer within this period as a condition for processing the demand, and must specify the specific contract Article(s) and paragraph(s) allegedly violated.

For purposes of this Grievance and Arbitration Procedure, the Union and the Employer will establish a panel of five (5) permanent mutually agreed upon arbitrators. At the commencement of each calendar year, the Employer and the Union shall meet to determine whether the list of five (5) arbitrators who served for the previous year will be retained for the subsequent year. If there is not such mutual agreement, the parties shall select a new panel of five (5) arbitrators which may include arbitrators from the previous panel(s).

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

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



limits in this Article may be mutually extended by the parties.

The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific contract Article(s) and paragraph(s) allegedly violated and involving the facts of the particular grievance presented to him or her. The Arbitrator cannot amend, alter or modify the Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration unless mutually agreed in writing. Only one (1) grievance may be submitted to and decided during a particular arbitration, unless mutually agreed in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Employer and the Union. The cost of the arbitration and the fees of the Arbitrator shall be shared equally by the parties.

Should a dispute arise between the Employer and the Union that both parties mutually agree to expedite the arbitration process, said dispute may be referred directly to expedited arbitration. Union referrals to expedited arbitration under this provision may only be made by the Union President or his/her designee. Employer referrals to expedited arbitration under this Article may be made by the Employer's Principal Officer or his/her designated representative.

Failure of an employee or the Union to meet any time deadline at any step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits can be mutually extended in writing. If the Employer misses a response deadline set forth in this Agreement, the Grievance shall automatically move to the next Step, provided that the Union has otherwise complied with this Article.

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

### **3. Employer Initiated Grievances**

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

### **4. Wage and Hour Disputes**

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

shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.

b. Regarding wage and hour claims or disputes:

- i. The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, including the standard deadline by which such grievances must be initiated. The employees (by and through the union) shall be provided all substantive rights and remedies available under applicable law.
- ii. Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the department of labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 6a an individual cannot pursue class and/or collective wage and hour claims or disputes to the department of labor or through civil litigation.

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

The employer and the union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

### **ARTICLE 26: BIDDING PROCEDURE**

Whenever the Employer takes over the servicing of any job location, building or establishment covered by this Agreement, the Employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Employer. In the event Employer elects to retain said employee, the Employer agrees to honor seniority for wage and benefit purposes, and shall not require the employee to serve a probationary period as described in Article 2.

In order to facilitate the bidding of buildings with the best possible information, union signatories who can demonstrate they have been extended an invitation to participate in the rebidding of a covered account may request the seniority list(s) from the union for that account. The union shall provide such lists as they are available and with the best information at the time of the request.

The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover.

When an incumbent officer is not hired by the new contractor, 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.

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.

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

The Employer shall notify the Union as soon as practicable after it receives notice that it has been awarded a new covered account or job location.

### **ARTICLE 27: NO LOWERING OF STANDARDS**

There shall be no lowering of any standards of working conditions (with the exception of Health & Welfare) of any employees in the employ of the Employer as a result of this Agreement. All employees enjoying higher wages or better working conditions than provided for herein shall continue to enjoy at least the same.

Notwithstanding the above, an employee transferring to a covered site from a worksite covered by any other CBA will not continue to receive wage rates and other economic benefits of any other CBA unless otherwise explicitly agreed to by the parties.

### **ARTICLE 28: MOST FAVORED NATIONS**

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 or group of Employers. (and to provide copies of any such agreement or detailed summary of any oral agreement within five business days after the Union enters into same.)

The provisions of the foregoing paragraph will not be deemed to prohibit the Union from offering more favorable terms and conditions to another Employer with respect to individual accounts as part of an appropriate transitional process of such account to unionization not to exceed a period of twenty four (24) months; provided however, that any Employer bound by this Master Agreement shall be entitled to said more favorable terms and conditions in respect of such account; and provided further, that any Employer who becomes signatory to this agreement after the effective date will be required to immediately bid all new accounts within the scope of the Recognition article in compliance with all terms and conditions of this Agreement in their entirety, unless otherwise provided for herein.

If the Employer believes that the Union has entered into or is honoring an agreement or understanding

that is more favorable as defined herein, the Employer shall notify the Union and the parties shall meet and confer to discuss such within the next 72 hours.

If the matter has not been resolved within 72 hours of notification to the Union, the Employer may submit the matter for arbitration pursuant to the arbitration process set forth in Article 25 of this Agreement.

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

**ARTICLE 29: SAVINGS CLAUSE**

Should any part of this Agreement or any provisions herein contained be rendered invalid by reason of any existing or subsequently-enacted legislation or act of any authorized agency of government or by the decree of a court of competent jurisdiction, such will not invalidate the remaining portions thereof and they shall remain in full force and effect.

**ARTICLE 30: PARTICIPATION FUND**

The Employer agrees to honor and transmit to the Union, contribution deductions to the Service Employees' International Union, Local 32BJ American Dream Fund (ADF) or Civic Participation Fund or any other authorized Political Action Fund from employees who are union members and who sign deduction authorization card. The deductions shall be made in accordance with the Employer's normal payroll practices/policies.

**ARTICLE 31: DURATION**

This Agreement shall be in full force and effect from August 1, 2022, to and including July 31, 2026, and from year-to-year thereafter, unless terminated as follows: Either party may terminate this agreement or request amendments thereto by serving sixty (60) days written notice to the other party prior to July 31, 2026 or July 31st of any year thereafter, in which termination or amendment is requested.

Employer signatories to this Agreement:

David Chapla, Vice President Labor Relations  
Universal Protection Services LP, dba,  
Allied Universal Security Services

For and on behalf of

Service Employees International Union,  
Local 32BJ

Roxana Rivera. Vice President

John A. Hennessey, President  
Northeast Security, Inc.

Richard M. Primrose, President  
Palladium Services, LLC

Thomas R. Fagan, Vice President  
Securitas Security Services USA, Inc.

George Guilfoyle, COO  
United Security, Inc.

Michael Pristoop, Director of Labor Relations  
GardaWorld

Nicholas Macsata, Chief Operating Officer  
Windwalker Group

Patrick Hoban  
A-Team Security

## EXHIBIT A

Medical	In Network	Out of Network
Annual Deductible Annual Fund Coinsurance Out-of-pocket Maximum Lifetime Maximum	\$1,000 Indiv/\$2,000 Family (INN/OON Combined) 100% \$4,000 Indiv/\$8,000 Family (IIN/OON Combined) \$1,000,000 per person	\$1,000 Indiv/\$2,000 Family (INN/OON Combined) 80% \$4,000 Indiv/\$8,000 Family (IIN/OON Combined) \$1,000,000 per person
Doctor's Services Office Visits – Illness/Injury Hospital Visits Maternity Surgery Anesthesia Emergency Room Physician	\$20 Copay 100% 100% 100% 100% 100%	20% after Deductible 20% after Deductible 20% after Deductible 20% after Deductible 20% after Deductible 20% after Deductible
Hospital Services <i>In-Patient</i> Room & Board Miscellaneous Hospital Charges <i>Out-Patient</i> Pre-Admission Testing Surgical Facility & Supplies Out-Patient/ Emergency Room Out-Patient Clinic Services	100% after Deductible 100% after Deductible 100% after Deductible 100% after Deductible \$100 Copayment (Waived if admitted), then 100% after Deductible 100% after Deductible	20% after Deductible 20% after Deductible 20% after Deductible 20% after Deductible \$100 Copayment (Waived if admitted), then 20% after Deductible 20% after Deductible
Psychiatric Care <i>In-Patient</i> Hospital Services Max In-Patient Days/Cal Year  <i>Out-Patient</i> Doctor's Visits Max Visits Per Cal Year	100% after Deductible 60 Days per Member  \$10 Copayment for Group Therapy/\$20 Copayment for individual Therapy 24 Visits per Member for Individual Therapy, 25 Visits per Member for Group Therapy, not to exceed a combined maximum of 25 Visits per Member.	20% after Deductible 60 Days per Member  20% after Deductible 24 Visits per Member for Individual Therapy, 25 Visits per Member for Group Therapy, not to exceed a combined maximum of 25 Visits per Member.
Alcohol & Drug Abuse <i>In-Person</i> Hospital Services Max In-Person Days/Cal Year  <i>Out-Patient Rehab</i> Cal Year Max	100% after Deductible 30 Days per Member  \$10 Copayment Greater of 20 Visits per Member or \$500	20% after Deductible 30 Days per Member  20% after Deductible Greater of 20 Visits per Member or \$500
Medical Services Skilled Nursing/Rehab Facility  Diagnostic X-Ray & Lab Second/Third Surgical Opinion Chemo/Radiation Therapy Physical/Speech/Occupational Therapy  Durable Medical Equipment Cal Year Max	100% after Deductible (100 day maximum for Skilled Nursing Care / 60 day maximum for Rehab Facility)  100% after Deductible 100% after Deductible 100% after Deductible 100% after Deductible (up to 60 consecutive days per condition) 100% after Deductible \$1,500 Per Member (Wigs have \$350 max)	20% after Deductible (100 day maximum for Skilled Nursing Care / 60 day maximum for Rehab Facility)  20% after Deductible 20% after Deductible 20% after Deductible 20% after Deductible (up to 60 consecutive days per condition) 20% after Deductible \$1,500 Per Member (Wigs have \$350 max)
Preventive Care Routine Physical Exams Well Child Exams Routine Mammogram	100% 100% 100%	20% after Deductible 20% after Deductible 20% after Deductible
Miscellaneous Chiropractic Cal Year Limitations	N/A N/A	N/A N/A
Hearing Benefit Routine Exam Hearing Aids Lifetime Max	\$20 Copayment N/A N/A	20% after Deductible N/A N/A
Prescription Drugs Network Pharmacy  Mail Service Benefit	\$15/\$30/\$50 Copay  \$30/\$60/\$150 Copay	None  None

EXHIBIT A – Continued

Vision Plan		
	In Network	Out of Network
1 exam per calendar year	\$10 Copay	Up to \$45 per calendar Year
Lenses	\$10 Copay/year	Up to \$85
Frames	Available every year	Up to \$47
Contact Lenses	Up to \$150 every 12 months	Up to \$150 every 12 months

Dental	
	In Network
Diagnostics & Preventive (such as exams, x-rays & cleaning)	100% no deductible
Basic Services (such as fillings, repair of bridges)	80% of In-Network
Major Services (such as crowns, periodontics, root canal, oral surgery)	50% of In-Network
Annual Deductible (Basic and Major Services only)	\$25 individual / \$75 family

**Appendix**  
**Employee Free Choice Procedure ("Procedure")**

SEIU Local 32BJ ("the Union") and \_\_\_\_\_ ("the Company") hereby adopt the following procedure ("the Employee Free Choice Procedure") for determining employee representation issues with regard to Covered Employees (as defined in the Agreement):

1. The Company will take a neutral approach to the unionization of the Covered Employees (including sending the attached letter to the Covered Employees). The Company (and its supervisors) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the Company to the employees' selection of the Union as a bargaining agent.

2. The Union and its representatives will not restrain, coerce or threaten any Covered Employees of the Company in an effort to obtain authorization cards. In addition, the Union, its agents, or others acting at its direction, will not engage in strikes, work stoppages, slowdowns or similar forms of interference with work of the Company in conjunction with its efforts to organize the Company's Covered Employees. Provided however, if in connection with paragraph 6 of this Procedure, an arbitrator issues an award finding a violation and the Company fails to implement the arbitrator's award in a timely manner, or if the Company refuses to submit a dispute under this Procedure to arbitration, this paragraph will not be applicable.

3. Upon request from the Union, the Company will provide within seven (7) business days, a list of the requested work locations and the names, home addresses, phone numbers and shifts of all Covered Employees working at each work location. Subsequently, the Union may request, and if requested the Employer will provide, an updated list. Such list must only be provided after thirty (30) days from the date of the last list supplied to the Union, unless the Company wishes to provide one earlier. In addition, the Company shall sign and make available to all of its Covered Officers and supervisors of its Covered Officers, copies of the letter attached hereto, assuring said employees of the Employer's neutrality in the matter of their union organizing.

4. Upon the Union's request, unless prohibited by the building management and/or owner, the Company will grant the Union access to the buildings in which the Covered Employees work, provided there is no interference with the conduct of the Employer's business or with the performance or production of work by the employees during their work hours. Provided further that, for purposes of properly managing said job sites, including notifying and obtaining approval from the building management and/or owner, the request is made two business days (a business day means Monday through Friday) in advance of the requested access and the request outlines who and how many Union officials are requesting access, as well as other logistics, including, what day and time. Said access shall include the right to post reasonable and appropriate notices on designated Company bulletin boards.

5. Should the Union claim to be able to demonstrate majority support for the Union as a bargaining representative, the Company and the Union will review the latest list provided and the authorization cards obtained to verify majority support. If majority support is thus verified, the parties will commence collective bargaining or implement an applicable collective bargaining in



accordance with whichever Agreement is in effect between the parties at the time.

6. If either party requests that the list and authorization be reviewed by a third party neutral, the parties agree to submit both to verification by an arbitrator selected from a panel of five (5) mutually agreed upon arbitrators agreed to between the parties for Article 25 of the CBA. The parties shall agree to use the list of Covered Employees which the Company last gave to the Union provided such list was provided no more than fifteen (15) days prior to the declaration of majority status by the Union. If the last list provided was generated more than 15 day prior, the Employer shall provide a new list to the Union prior to review by an arbitrator. If the parties are unable to reach agreement regarding the list of employees, the dispute shall be submitted to arbitration as provided for in Paragraph 7 below. Once an agreement has been reached regarding the list of employees (or an arbitrator has ruled on this point), the parties shall contact the neutral and agree upon a date that is no more than 21 calendar days from the date of the agreement regarding the list, to convene and submit the authorization cards to the neutral. On that date, the parties shall provide the agreed-upon list of employees to the neutral official. The Union shall submit cards signed by a majority of the employees on the list. The Company shall submit a copy of an official document (e.g. the employee's application, I-9 or W-4 form) containing the signature for each employee on the agreed-upon list. Utilizing appropriate procedures to safeguard the interests of Covered Employees in the privacy of the documents, the arbitrator shall verify that a majority of the employees on the agreed-upon list have authorized the Union to represent them and that the signatures of the employees on the authorization cards match the signatures on the official company documents. The Employer will not file a petition or a charge with the National Labor Relations Board in connection with any demand for recognition by the Union resulting from this procedure, provided the demand for recognition is limited to the Covered Employees as defined in the Agreement.

7. The parties agree that any dispute(s) over the interpretation or application of this Procedure shall be resolved by submitting the dispute to final and binding arbitration subject to Article 25 Section 2 (Arbitration).

## Letter Directed to Covered Employees

[Date]

Dear Employee:

Many of you are aware that Service Employees International Union Local 32BJ seeks to organize and represent [Employer] security officers.

The purpose of this letter is to inform all employees that [Employer] will remain neutral regarding SEIU organizing. SEIU will be asking employees to give the union their written consent by signing an authorization card to have SEIU represent them for purposes of collective bargaining. If a majority of [Employer]'s employees at this site choose to authorize SEIU to represent them, we will respect that decision and recognize SEIU as the union representative.

Whether or not you decide to join or support the union is your personal decision. The Company will not interfere with your right to make that decision and will respect your choice. Company managers and supervisors will not discipline, discharge, or otherwise discriminate against any employee due to the fact that such employee has or has not joined the Union or engaged in lawful activity in support of or in opposition to the Union. Likewise, the Union has agreed that its representatives will not threaten or coerce you to sign authorization cards or to support the organizing effort.

Because of the critical role that our employees play at our facility, there should be no organizing activity that disrupts or interferes with the job responsibilities of our employees.

SEIU has asked the Company to provide them with a list of names, addresses and phone numbers of employees that work at this site. If you do not wish to be contacted at home by an SEIU representative, please phone [NAME] at the Union, [NUMBER], during regular business hours.



**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 32BJ**

26 West Street, 6<sup>th</sup> Floor  
Boston, MA 02111  
(617)523-6150, toll free (888)734-8615  
[www.seiu32bj.org](http://www.seiu32bj.org)