

## **PREAMBLE**

The Company (Blackstone Consulting, Inc. and Universal Protection Services LP, dba Allied Universal Security Services), the Union (Service Employees International Union) and the Union members agree that they will endeavor to treat each other with dignity and respect. The Union and the Company 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 Company work together to preserve union jobs by supplying clients with the best possible security services. To this end, the Union and the Company 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 Company prosper.

## **ARTICLE 1 RECOGNITION**

- 1.1 The Company recognizes the Union as the exclusive bargaining representative for all of its nonsupervisory full time and regular part time Security Officers, including the specialized classifications listed in Article 9, 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 all facilities of Kaiser Permanente.
- 1.2 Management or other non-bargaining unit employees shall not perform the work of bargaining-unit employees, except for training; cases of emergency; and cases of critical staffing when no other bargaining unit members are available.

## **ARTICLE 2 PROBATIONARY PERIOD**

- 2.1 All new employees hired after the effective date of this Agreement shall not be considered regular employees of the Company 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**

- 3.1 The Union and the Company 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 (including 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 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** **UNION MEMBERSHIP**

- 4.1 Except where prohibited by law, it shall be a condition of employment that all employees of the Company 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 (30<sup>th</sup>) 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 (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.
- 4.2 Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for 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.
- 4.3 The Company 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.

In advance of any dues increase, the Union shall inform the membership of the increase in writing.

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 4.3 and send those forms to the Union.

- 4.4 On a bi-annual basis or once every six (6) months, upon request from the Union the Company shall electronically submit to the Union the first and last name, date of hire, last four digits of Social Security number or another unique nine (9) digit identifier, hours worked, rate of pay, and worksite location, home address, personal email address (if known) and primary telephone number of all bargaining unit members, and on a monthly basis the Company shall electronically submit to the Union the above information for only those employees who were hired the prior calendar month and as well as any terminations and voluntary resignations or any promotions out of the bargaining unit from the prior calendar month. The Company shall continue to submit a monthly roster of the employees for whom they have deducted dues and on whose behalf they are remitting dues. The roster shall include the first and last name of the employee, the total dues which were deducted, and the Social Security Number or other unique nine (9) digit unique identifier associated with this individual. The Union will make every reasonable effort to accommodate electronic transmissions of multiple files in multiple software formats with the exception of image and pdf formats and implement appropriate security safeguards.
- 4.5 The Company agrees to deduct from the employee's paycheck all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") Fund, American Dream Fund ("ADF"), Property Service Civic Engagement (PSCE) Fund, or any other authorized Political Action Fund upon presentation by the Union of individual authorizations as required by law, signed by the employees directing the Company to make such deductions from the employee's paycheck each month and remit same to Union not later than the twentieth 20th of the month following the month in which such deductions were made. All dues deduction authorization forms must be submitted to the Company within one (1) year from the date the employee completed the form. The Company will not process dues deduction authorization forms submitted in excess of one (1) year after their completion. All other deduction authorization forms for the funds referenced above must be submitted within nine (9) months from the date the employee completed the form. The Company will not process these other deduction authorization forms submitted in excess of nine (9) months after their completion.

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.

The Employer shall honor an employee's authorization for paycheck deduction of union dues, fees, and/or contributions unless such authorization is revoked in accordance with the terms of the signed authorization agreement between the Union and the employee, regardless of whether the employee is a member of the Union.

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.

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.

- 4.6 The Union will completely indemnify the Company and hold the Company 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 Company at the Union's request for the purpose of complying with any of the provisions of this Article, including the Company's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union retains the right to choose defense counsel to contest, litigate, administer and/or settle any legal action with the Company's consent, which shall not be unreasonably withheld.

After paid orientation, the Company 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 5** **UNION STEWARDS**

- 5.1 The Union shall provide the Company with a written list of Union Stewards after their designation, and shall, notify the Company of changes in writing as they occur. The Company agrees to recognize and respect such designated union stewards as representatives of the Union. The Company and Union agree to respect each other's role in the pursuit of solving disputes.
- 5.2 The functions of the Union Steward shall be performed during nonworking time provided that there shall be no interference of any type or manner with the conduct of the client's business, Company's operation or the employee's performance of work, and there is no objection by the Company's client. Union Steward's functions include the authority to:
- (a) settle or assist in settling problems arising in connection with the application or interpretation of this agreement,
  - (b) request and receive information relevant to their defense of or advocacy for another member of the bargaining unit and to resolve grievances at step 1 or 2 of the grievance procedure, and

(c) serve as a Union representative for investigatory meetings that could lead to discipline of the employee.

- 5.3 In locations where the Company has permitted Union Stewards to discharge their responsibility during work hours, paragraph two shall not be interpreted to mean that such arrangements must cease provided there is no disruption in work. If the Company schedules a meeting with the Union's steward during the Union Steward's work shift at the steward's regular worksite or adjacent site, the lost time during the scheduled work shift will be paid for by the Company.
- 5.4 Union Stewards may request access to the worksite(s) on their days off to investigate grievances. The request shall be submitted no less than one (1) calendar day in advance of the requested visit. The Company shall not unreasonably deny the requests of any union steward seeking access to the worksites who has submitted a request.
- 5.5 The Union shall provide to the Company a letter on Union letterhead informing newly hired employees of their rights to representation by their Union Steward or other Union official. The Company shall include a copy of the letter in the packets given to newly hired employees.

## **ARTICLE 6**

### **MANAGEMENT RIGHTS**

- 6.1 Subject to the terms of this Agreement, the Company 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 Company; 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 Company 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 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.

- 6.2 In instances whereby the Company must reduce coverage at a site and such reduction will result in fewer hours for an employee with a regular schedule, the Company will notify the affected employee(s) as soon as the Company has knowledge of the need in effort to provide the employee with as much notice as possible.
- 6.3 The foregoing statements of management rights and Company 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 Company functions and rights not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company 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 Company'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.
- 6.4 The Union recognizes that the Company provides a service of critical importance to the client and that this Agreement shall be interpreted so as to give primary consideration to client needs and preferences, provided that the foregoing will not be construed to abrogate any rights under this Agreement. If Kaiser Permanente demands that the Company remove an employee from further employment at a location, the Company shall have the right to comply with such demand, subject to the provisions of Article 7 below.

**ARTICLE 7**  
**CLIENT REQUESTED REMOVAL**

- 7.1 Upon written request from the Union, the Employer shall make available for review the Client's written demand for removal, if any.

The written demand from the Client must indicate the name and position within Kaiser Permanente of the Client representative making the demand for removal. The Employer shall not redact the names of Kaiser Permanente representatives from the written demand for removal, but the Union agrees to maintain the confidentiality of the names of such representatives. Neither the Union nor any affected Officer will make any attempt to directly contact the Kaiser Permanente representative who requested the removal or take any other adverse action against such representative.

In the event that no written demand exists, Company's Healthcare Division Vice President, Healthcare Division Area Vice Presidents, or Healthcare Division Labor Relations Manager will confirm in writing that the Company has received a request from the client to remove an employee. The Company must have just cause to issue discipline to an employee removed from a site based on a client request. The grievance and arbitration process shall be utilized in the event of a dispute over discipline issued to an employee as a result of a client requested removal.

However, unless the Company discharges the employee, the Company will confer with the Union regarding the matter and use its best efforts to place him/her at another Kaiser Permanente location covered by the Agreement (unless Kaiser Permanente objects, which objection shall be provided in writing upon request by the Union) within 10 miles with no loss of wages, seniority or benefits and with the same shift within ten (10) business days if such position is or becomes available within the ten (10) business days. At the time of the objection by Kaiser Permanente, the Employer shall clarify whether or not the employee is prohibited from working at all Kaiser sites, or just a certain Kaiser location or group of Kaiser locations.

If an employee is removed from a Kaiser Permanente site and no discipline is issued or the discipline issued is a verbal warning, the Company will compensate the employee for the equivalent of one (1) scheduled work day when the Company is unable to place the employee at another Kaiser Permanente site within 24 hours. The Company will use its best efforts to place the employee in an available position within 10 miles and with the wage rate, benefits, shift, and schedule.

Any employees removed from a site based on a client request shall be able to use accrued paid vacation time if the employee has not been placed in a new position to cover time spent in transition to a new position. An employee may refuse a job offer at another Kaiser Permanente site that does not offer the same shift or schedule (provided that the offered position is within 10 miles and provides the same wages and benefits as his/her previous position) if the employee shall provide reasonable proof of a personal obligation, such as child/elder care, court ordered child visitation/custody orders, religious reasons, or enrollment in a tuition based accredited school.

If no positions are available or Kaiser Permanente objects to the employee being placed at a different Kaiser Permanente location, the Company shall use its best efforts to place him/her in a timely manner at another account covered by an SEIU agreement within 10 miles with no loss of wages, seniority or benefits and with the same shift; in geographic areas where there is no other SEIU agreement, the employee may elect to accept an assignment at another covered account of the Company.

- 7.2 If the Company 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 Company 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. Upon written request by the Union, the Employer shall document its efforts to place the employee in another job as set forth above.
- 7.3 If an employee who has been removed from a location declines a job offer with the Company with the same wages, benefits, shift, shift schedule, and at another location covered by an SEIU Agreement within 10 miles of his/her last work assignment (30 miles in counties where there is only one Kaiser facility), as referenced above, the Company

shall have no further obligation toward the employee, and that employee shall be considered a voluntary quit.

If an officer is removed from his/her work location and new exculpatory evidence is later produced in relation to the removal, the Company shall give consideration to such evidence if produced within ninety (90) days of the removal and consider a request to reinstate the officer to the work location from which he/she was removed.

## **ARTICLE 8** **SENIORITY**

- 8.1 Regarding layoffs, career advancement, scheduling and job vacancies, Seniority shall be defined as the longer of A or B below:
- A) An employee's length of continuous service as a security officer at an assigned Kaiser Permanente Facility with the Company or predecessor Company(ies); or
  - B) An employee's length of continuous service date at a Kaiser Permanente facility as previously adjusted by the terms of the January 31, 2011 and June 26, 2013 Memoranda of Agreement. These Memoranda of Agreement are attached hereto as Exhibits C and D.
- 8.2 Regarding all other matters including but not limited to vacation accrual and holiday scheduling assignment, Seniority shall be defined as the longer of A or B below:
- A) An employee's length of continuous service with the Company (or any predecessor acquired by the Company); or
  - B) An employee's length of continuous service date at a Kaiser Permanente facility as previously adjusted by the terms of the January 31, 2011 and June 26, 2013 Memoranda of Agreement.
- 8.3 If an employee transfers out of a Kaiser Permanente facility, his/her seniority date will revert back to the original hire date with the Company (Allied Universal or BCI), and all terms and conditions under the Kaiser Permanente collective bargaining agreement will be forfeited.
- 8.4 After completion of the probationary period described in Article 2, an employee shall attain seniority as of his/her original hire date with the Company. 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; inactive employment exceeding eighteen (18) months for employees removed by client request;
- Failure to report to work within ten (10) 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 Company; 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 Company.

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

- 8.5 All layoffs by the Company shall be by seniority. When employees have the same seniority date, full-time employees will have greater seniority than part-time employees. When full/part time status is equal, seniority shall be determined by lowest of the last four (4) digits of an employee's Social Security Number. 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 Company of the Company'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 facility. 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 Article 24—Job Vacancies, Transfers and Career Advancement. The Company will give first consideration in filling vacancies to employees on the recall list who are qualified and available based on seniority.

## **ARTICLE 9** **WAGES**

- 9.1 Effective as of January 1, 2024 the following minimum new hire rates shall apply.

These minimum wages are for the duration of the agreement and are based on the county where each Medical Center (Hospital) is located. Each Medical Office Building is assigned to a Medical Center and minimum wages are based on the county in which the Medical Center is located, not the Medical Office Building. Each Regional/Administrative Office and Data Center shall be based on the county in which it resides.

Minimum Wage Rates:

### Northern California

Sacramento Region (Sacramento, Yolo, Placer and El Dorado Counties)  
\$21.15

San Joaquin Valley (San Joaquin, Stanislaus, Merced, Fresno, Madera, Tulare and Kings Counties)

\$22.50

East Bay (Alameda and Contra Costa Counties)

\$24.32

Silicon Valley (Santa Clara, Monterey, San Mateo, San Benito and Santa Cruz Counties)

\$26.09

San Francisco (City and County)

\$27.04

North Bay (Marin, Sonoma, Napa, Solano Counties)

\$26.51

Southern California

Los Angeles County (all areas)

\$22.44

Inland Empire (San Bernardino and Riverside Counties)

\$20.72

Orange County

\$21.96

San Diego and Imperial Counties

\$23.12

Southern San Joaquin Valley (Kern County)

\$21.12

For all locations in the State of California, effective on the dates shown below the minimum wage rates shall be the wage rates shown below, or the minimum wage rate applicable to each geographic area, whichever is higher.

<u>Effective Date</u>	<u>Minimum California Wage Rate</u>
6/1/2024	\$23.00
6/1/2025	\$24.00
6/1/2026	\$25.00

Colorado

\$24.82

Washington, D.C.  
\$23.57

Virginia  
\$22.34

Maryland  
\$21.50

Georgia  
\$18.45

Hawai'i  
\$26.00

Washington (State)  
\$24.16

Effective January 1, 2024, each employee shall receive the minimum starting wage rate shown above for her/his geographic area, or receive the minimum hourly wage increase shown below in Section 9.3, in addition to the Seniority Differential shown below if applicable, whichever results in a higher wage increase.

In the event that the Company begins operations at Kaiser Permanente facilities in an area other than those listed above, the Union and the Company shall meet to determine the appropriate Starting Wage Rates for such facilities.

9.2 The following job titles and assignments shall receive premium pay as follows:

Emergency Department Specialist***	\$2.50 above the minimum wage rate which the Officer would otherwise receive***
Security Operation Center Officer	\$2.50 above the minimum wage rate which the Officer would otherwise receive
Health Protection Officer (position to be implemented in 2024)	\$7.00 above the minimum wage rate offered to newly hired officers at the same site
Flex Officer	\$3.50 above the minimum wage rate which the Officer would otherwise receive
Lead Officer	\$3.50 above the minimum wage rate which the Officer would otherwise receive
Patient Monitor (bargaining-unit position, effective January 1, 2024)	Regular Officer wage for her/his geographic area

\*\*\*Emergency Department Specialist: This specialized position only exists in certain markets at certain locations, including locations that may not have an Emergency Department. The addition or the elimination of these positions at certain locations is at the sole discretion of the Company. The Company shall notify the union upon the elimination of these positions at certain locations. The Emergency Department Specialist position is not inclusive of all employees who are posted or assist in Emergency Departments. Rather, this is a specialized position with a specific set of qualifications and responsibilities. This position must also complete extensive training beyond what is required of a security officer working in an Emergency Department. When openings for the Emergency Department Specialist become available, the Company will adhere to the procedures enumerated in Article 24.

Any officer shall not lose any previously earned annual increase as a result of receiving the above premiums.

Seniority Differential: any employee with six (6) or more years of service under this Agreement or predecessor Agreements shall receive an additional differential of four dollars (\$4.00) per hour above the wage rate which she/he would otherwise receive.

Each employee shall receive all applicable premium pay and differentials listed above.

9.3 All employees with a minimum of six (6) months of service on the payroll as of the date of the following increases shall receive the following wage increases.

<u>Effective Date</u>	<u>1/1/2024</u>	<u>1/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>
Minimum Wage Increase	\$1.30	\$1.00	\$1.00	\$1.00

9.4 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.

9.5 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.

Minimum wages for the duration of this agreement shall be no less than \$1.00 over any applicable state or municipal minimum wage.

9.6 The Company may, at its discretion, grant a discretionary increase in the wage rates set forth in this Article 9 in the calendar year preceding the date on which the increase becomes due, and if it does, the Company may require that such an increase count

toward the next scheduled increase as set forth and required in this Article. However, prior to granting any such discretionary increase as stated above, the Company 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. The Union reserves the right to request proof of such notification to employees in the event of a dispute regarding this provision.

- 9.7 Any employee performing work in a classification different than her/his normal job classification shall receive the wage / premium of the different classification, or of her/his normal classification, whichever is higher, for all hours spent performing such work.

## **ARTICLE 10**

### **WORKWEEK–OVERTIME–BREAKS**

- 10.1 The workweek shall be the Company's established weekly pay period in accordance with Company'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 (1) workweek, or after eight (8) hours in one (1) workday only where required by law, shall constitute overtime and shall be paid for at the rate of time and one-half (1-1/2) the employee's hourly rate. Overtime pay rates shall comply with applicable state and federal laws.

The Employer shall assign overtime hours available at a location to Officers at that location who have expressed interest in working the overtime, as required to maintain the operation. Officers who have expressed interest in the working the overtime, who are qualified to perform the work, and are present at the work location at the time of awarding the overtime shall be given the opportunity the work the overtime with preference in seniority order. If there are not sufficient Officers who wish to work the overtime, the Employer may assign the overtime to Officers at the location by reverse seniority. The Employer may assign additional hours to employees who would not incur overtime rates of pay by seniority (or reverse seniority) as stated above, prior to assigning overtime as stated above.

- 10.2 A full-time employee regularly works a minimum of 32 or more hours per week on a continuing basis, whereas a part-time employee works less than 32 hours per week.
- 10.3 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 therefor and shall not be required to take compensatory time off.
- 10.4 Work schedules shall be provided to the bargaining unit seven (7) days in advance. The Company may, with reasonable notice of not less than twenty-four (24) hours or the notice that the Company has if less than twenty- four (24) hours, change the schedule

of an employee to provide coverage for call-offs, vacations, illness or other unforeseen situations. The Company retains the right to make changes according to operational needs. Other than in the case of formal disciplinary suspension, no employee shall have his/her schedule reduced as a form of discipline.

- 10.5 Because of the nature of hospital security work, officers shall be provided a paid, on-duty meal break. The terms of the on-duty meal period are as follows:
- (a) For each normal work shift, designated employees shall take a 30 minute, paid, on duty meal period. On-duty meal periods shall be considered time worked. Employees shall be provided a place to take their meal periods. Employees shall not leave the work site during the 30 minute, paid, on-duty meal periods.
  - (b) Employees who work longer than 10 hours in a work shift shall be entitled to a second 30 minute paid, on-duty meal period. The employees shall not leave the work site during that second 30 minute paid, on-duty meal period.
- 10.6 Rest Periods: Employees shall be provided a rest period of not less than 15 consecutive minutes for each 4 hours worked (or major portion thereof) occurring as near as possible to the middle of the work period. For example, if employee begins work at 8 am, a rest period shall be provided as near as possible to 10 am.
- 10.7 Meal and Rest Period Report: If an employee misses a meal or rest period, within 72 hours, the employee shall complete a Meal and Rest Period Report, in writing, and provide to management. The Union and the Company shall agree upon the form of the Meal and Rest Period Report (electronic or physical). No employee shall be subjected to discipline, termination or other adverse action because he/she filed a Meal and Rest Period Report.
- 10.8 The Employer shall comply with state or local laws regarding meal and rest breaks.
- 10.9 The following rules will apply to standby posts (posts requiring standby duties in accordance with Cal. Welfare & Institutions Code § 5150/Cal. Health & Safety Code § 1799/courtesy standby requested by Kaiser medical staff):
- 1. Anytime an officer is required to attend to a patient watch (5150/1799/courtesy standby), the officer must be stationed in direct line of sight of the patient with unobstructed visibility.
  - 2. The officer shall initially stand until patient has been evaluated.
  - 3. The officer shall remain standing whenever any hospital staff is present or enters the room, and/or where the officer is attending multiple patients.
  - 4. The officer shall remain standing whenever the patient is agitated and sitting, standing, or otherwise determined to be high risk by the attending nurse or clinician.

5. The officer can sit when patient is subject to 2-point restraint, 4-point restraint, or chemical restraint, asleep or non-ambulatory subject to #6 below and unless the attending clinician directs that the patient is still high risk.
6. The officer can sit when the attending nurse or clinician determines that it is safe to do so. In all cases of such authorization, the supervisor or SOC must be made aware.

10.10 The Employer will cause a separate payment to be made on any verified pay discrepancy exceeding twenty five dollars (\$25.00), 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 11**

### **HEALTH AND WELFARE**

- 11.1 Full-time employees will be eligible to participate in the medical insurance plan provided by the Company based on the tier level in which they qualify. Employees may elect not to participate in said plan.
- 11.2 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 eligibility period described in Article 2 of this agreement. If the eligibility period is not compliant with federal law, the Company will comply with the requirement. To maintain eligibility, for purposes of this subsection, "full-time hours" means that an employee's hours worked shall average out to 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.
- 11.3 The Company shall not reduce scheduled hours of employees' work for the purpose of evading obligations under this Article.
- 11.4 Part-time employees who are promoted to full-time will become eligible after consistently working full-time hours as defined above for 90 days. Upon termination of employment, coverage by Company will cease on the day of separation. Following separation, former employees may continue their coverage as provided by COBRA.
- 11.5 Nothing herein shall limit the right of the Company to make any and all changes it deems necessary at its sole discretion to ensure 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). Prior to implementing any such change, the Company will notify the Union and, if the change has a negative impact on the employees, then the Company will bargain with the Union over the effects of the change.

- 11.6 If the Company's health insurance premium costs increase by twenty five percent (25%) or more in any single year, the Company may re-open the provisions of this Article in its entirety and commence bargaining in good faith in accordance with the National Labor Relations Act with the Union over new terms of this Article, with such re-opening becoming effective upon written notice from the Company. 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. If the Company and the Union have not reached agreement within sixty (60) days the parties shall utilize a mediator from the Federal Mediation and Conciliation Service (FMCS).
- 11.7 The Company shall provide all employees a plan comparable to Exhibit A on the same terms and conditions as were in place in the previous agreement except provided below:
- 11.8 Eligible full-time employees are defined as employees who have three (3) months seniority with the Company or with the immediate predecessor company at Kaiser Permanente locations.

The monthly cost to the employee for health insurance by dependent level shall be:

The monthly cost to the employee for health insurance by dependent level shall be the following for the duration of this Agreement:

<u>Dependent Level</u>	
Employee Only	\$45
Employee + 1	\$55
Family	\$65

The Company shall pay all premium costs above the monthly employee costs indicated in the above chart for the duration of this Agreement.

- 11.9 The Company shall continue to offer employee only and dependent coverage for dental care and vision at the employee's expense. The Company shall notify and meet with the Union should the Company deem it necessary to switch dental or vision care providers or plans.

## **ARTICLE 12** **VACATION**

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



- A. Anniversary date is the first (1st) day worked by an employee for the Company (or predecessor acquired by the Company) or with the prior contractor at a Kaiser Permanente facility as defined in Article 8 Seniority.
- B. Continuous service is a period of uninterrupted 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.

12.2 Vacations will be paid at the employee's regular straight-time hourly rate at the employee's most recent anniversary date.

12.3 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., up to 40 hours based on hours worked and paid, up to 40 hours per week) vacation pay. Each regular employee who has continuous service with the Company and who qualified for his or her full vacation each year, will be covered by the following schedule of maximum vacations:

Standard vacation for full-time employees will be accrued on a pay period basis per hour worked or paid, up to 40 hours per week, on the following schedule:

<b>Years of Continuous Service</b>	<b>Accrual Rate Per Hour Worked or Paid In The Prior Anniversary Year, Up To 40 Hours Per Week</b>	<b>Maximum Annual Accrual Balance</b>
1 Year	0.01923	Up to 40 Hours, 5 Days
4 Years	0.03846	Up to 80 Hours, 10 Days
8 Years	0.05769	Up to 120 Hours, 15 Days
12 Years	0.07692	Up to 160 Hours, 20 Days
15 years	0.09615	Up to 200 Hours, 25 Days

12.3a Week shall mean the employee's regular workweek, and vacation pay shall be calculated on a pro rata basis up to a maximum of forty (40) hours for each week. Paid vacation hours and paid sick days shall count as hours worked for the purposes of calculating

vacation pay. Layoffs and approved leaves of absence shall not disqualify an employee from receiving his/her pro-rated vacation benefit.

- 12.3b An employee will be granted a bank of paid vacation time to use as paid when taken vacation. At the end of the next anniversary year, and each year thereafter, any earned but unused time that the employee did not use as paid when taken, shall be paid out. There shall be no carryover of vacation time.
- 12.3c Vacations shall be scheduled subject to Company approval and in accordance with Company's vacation policy. When compatible with proper operation of the facility, selection and preference as to the time of taking vacations shall be granted to employees on the basis of seniority. Vacation requests will be approved by seniority twice per year. Requests for vacation during the months of January through June must be submitted during the month of November in the prior year. Requests for vacation during the months July through December must be submitted during the month of May of the current year. The rosters of approved vacation requests will be made available by the Company in the months of July and December. Vacation requests received outside of the submission months will be processed and approved in order of date received. Employees with ten (10) years or more of seniority who wish to request more than two weeks vacation and will be traveling outside of the United States during their vacation may submit their request twelve (12) months in advance of their desired vacation period. The Company shall not unreasonably deny this request. The Company reserves the right to request proof of travel once the request has been approved. If the period of time requested would cause undue harm to the Company's operations the Company shall work in good faith to identify another mutually acceptable time period for the vacation absence. Notwithstanding the above, requests for Paid Vacation shall be given precedence over requests for Unpaid Vacation.
- 12.4 Employees with less than six (6) months continuous service or less than eight hundred (800) hours worked in the prior anniversary year will not receive vacation pay at their anniversary. Approved leaves of absence shall not disqualify an employee from receiving his/her pro-rated vacation benefit as per the accrual rates in 12.3.
- 12.4a Part-time employees who have six (6) months of continuous service and at least eight hundred (800) hours worked in the prior anniversary year will receive vacation pay at one-half (1/2) of the rates listed in 12.3. No hours above forty (40) hours in a week shall be used to calculate vacation. No other partial vacations will be paid in any circumstances.
- 12.5 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.

- 12.6 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 Company and employee agree to reschedule the previously scheduled vacation day(s).
- 12.7 Any employee who has been in the service of the Company for one (1) year or more and whose employment is terminated for any reason shall be paid vacation on a pro rata basis, unless a deduction is allowed by law.
- 12.8 Employees will be paid vacation in accordance with the Company's normal payroll procedures.

### **ARTICLE 13** **HOLIDAYS**

- 13.1 All full-time and part-time employees shall be eligible for holiday pay on ten (10) holidays each year, as enumerated below:
- New Year's Day
  - Martin Luther King Jr. Day
  - Presidents' Day
  - Memorial Day
  - Juneteenth National Independence Day
  - Fourth of July
  - Labor Day
  - Veterans Day
  - Thanksgiving Day
  - Christmas Day
- 13.1 Employees who work on any holiday listed in Article 13 shall be paid holiday pay at one-and half (1½) his/her hourly rate. Any hours worked in excess of 8 hours on any holiday listed in Article 13 shall be paid at two (2) times his/her hourly rate. For the purposes of the holidays listed above, all employees who are scheduled to work the day of that 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 regularly scheduled.
- 13.2 The following shall apply to employees assigned to facilities that are not hospitals. If any of the above holidays fall on a Saturday or Sunday, and as a result of the holiday Kaiser Permanente decides to close the facility or reduce the number of posts required on the prior Friday or following Monday to recognize the holiday, employees who are regularly scheduled to work on the day on which the closure occurs shall be paid at the regular straight-time pay for the number of hours for which they are regularly scheduled.
- 13.3 However, if the Company is required to reduce staffing, yet still requires adequate staffing to meet operational needs on any of the holidays, 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 Company may require the least senior qualified employees to work the holiday.

- 13.4 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.
- 13.5 See Exhibit B to the Agreement for the dates of the holidays listed above for the duration of this agreement.

#### **ARTICLE 14** **BEREAVEMENT**

- 14.1 In the event of a death in the immediate family of a full-time non-probationary employee covered by this Agreement, the Company agrees to pay full-time employees covered by this Agreement for necessary absence on account of death in the immediate family for four (4) paid and two (2) unpaid scheduled workdays at straight time. Employees may also take accrued vacation and/or unpaid time in addition to the paid Bereavement Leave.

In addition to the above, the Company shall honor any state or local law or ordinance providing for superior Bereavement Leave benefits.

- 14.1a The term "immediate family" shall mean: spouse, domestic partner, 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, step-parent or step-child, children under legal probate guardianship, aunt or uncle. The Company reserves the right to require proof of death and travel.

#### **ARTICLE 15** **SICK DAYS**

- 15.1 Effective upon ratification, full-time employees with one (1) year of seniority shall be granted three (3) paid sick days per anniversary year, employees with two (2) years of service or more shall be granted five (5) paid sick days per anniversary year, employees with five (5) years of service or more shall be granted six (6) paid sick days per anniversary year (every twelve [12] months) commencing upon ratification, for use due to *bona fide* illness or injury or to attend a doctor's appointment, or to care for a sick child.

The Company shall comply with any future federal, state or local COVID-19 sick leave laws.

- 15.1a 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. The Employer shall not unreasonably deny any full-time employee the use of the sick day benefit who is unable to notify his/her supervisor four (4) hours prior to the employee's starting time due to a *bona fide* emergency.

Employees may use three (3) additional unpaid sick leave days per year for which they shall not be disciplined if they provide a doctor's note for such absence.

- 15.2 Paid sick hours shall not be calculated for the purposes of determining overtime. Sick leave shall only be paid for regularly scheduled shifts. Sick leave accumulation is not eligible for cash out, nor can it be carried forward from year to year.
- 15.3 Employees working at locations in the State of California, the District of Columbia, the State of Maryland, the Cities of San Francisco, Oakland or Emeryville, the State of Washington, or the City of Seattle, or any other locations where state or local requirements provide greater or more generous sick leave provisions than those listed above, shall be entitled to such greater or more generous sick leave provisions, including both the amount and timing of Sick Leave accruals as well as any rules for the use of accrued Sick Leave.

## **ARTICLE 16**

### **FAMILY AND MEDICAL LEAVE ACT**

Language should correspond to the rights of responsibilities under FMLA

- 16.1 The Company and the Union acknowledge that the provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA") apply to the employees working under this Agreement. The Company will comply with the provisions of the FMLA. Employees may be entitled to up to 12 weeks 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 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.
  - e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty".

Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

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 Company); and
- d. Failure to submit the requested medical certification may delay the leave or preclude it from qualifying as FMLA leave. If the FMLA leave is foreseeable then an employee is required to give the Company no less than thirty (30) calendar day's prior notice. After notice is given, the Company will request the medical certification described above and provide the employee with the necessary paperwork. Employees requesting leave are required to furnish the Company 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.

Employees shall not be required to use Paid Leave of any kind to offset FMLA leave.

- 16.2 In the case of an emergency or other circumstance that results in an unexpected need for FMLA leave, an employee should notify the Company as soon as practicable. Under no circumstances should an employee wait longer than two (2) working days to give notice. If an employee is incapacitated, this notice may be given by a family member or other responsible party. As with foreseeable FMLA leave, the Company will request medical certification and the employee is required to provide it within fifteen (15) calendar days.
- 16.3 If this procedure is followed and an employee's leave is granted, the employee may be required to update the Company regarding his/her condition and/or be asked to submit medical recertifications to the extent permissible under applicable law. Additionally, employees returning from FMLA leave may be asked to provide a "fitness-for-duty" report before returning to work.
- 16.4 The Company will comply with all existing state, county, and municipal laws that mandate better conditions. The Company will confer with the Union on any new applicable federal, state, county, and municipal laws that may apply to this article.

## **ARTICLE 17**

### **LEAVES OF ABSENCE**

- 17.1 The Company 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 Company as soon as possible under the circumstances.

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.

17.2 **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 Company 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 Company may request documentation of the emergency. The Company further agrees that the employee shall be returned to his/her former shift, work hours and job classification subject to operational needs.

17.3 **Union Leave:** Subject to operational needs, the Company agrees to release employees for Union Leave from work up to 90 days per calendar year without pay, subject to operational needs provided reasonable notice is given, but without loss of seniority. Reasonable notice shall be no less than two (2) weeks advance notice for leaves greater than five (5) days. Reasonable notice for leaves of five (5) days or less shall be one (1) week. Union Leave may be extended beyond 90 days by mutual agreement of the parties. Requests for such leave will not be unreasonably denied. The Company further agrees that the released employee(s) shall be returned to their former shift, work hours and job classification.

In addition to the above, the Union may request and obtain the release of employees who hold elected positions with the Union (for example, Executive Board member or Vice President) selected for official Union business on an unpaid basis provided at least ten (10) business days advance notification in writing is given to the Employer.

17.4 **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.

17.5 **Small Necessities Leave:** 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 18** **JURY DUTY**

18.1 If an employee is required to act as a juror on a day when the employee was scheduled to work and so notifies the Company in advance and in writing, the Company shall grant the employee unpaid time off. Employee shall be required to present Company with proof of such Jury Duty obligation.

**ARTICLE 19**  
**UNIFORMS**

- 19.1 The Company shall provide appropriate uniforms to Employees without cost to the Employee. Employees will use either wash and wear, or dry clean only uniforms. For wash and wear uniforms the employee shall maintain the uniform in the same manner that employee maintains normal off-duty clothes. The wash and wear uniforms do not require any special and unique maintenance. The maintenance for wash and wear is to wash, dry and hang. Only where the uniforms issued to the Employee require dry-cleaning or other unique care, shall the Company be responsible for the cost of such care. In the case of dry cleaning, the Company shall establish the frequency and schedule regarding dry cleaning.
- 19.2 All uniforms and other equipment furnished by the Company shall be returned at the time of separation from employment.

**ARTICLE 20**  
**SAFETY**

- 20.1 The Company 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 Company 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. Officers assigned to stationary/static posts where it is required that an officer remain standing for more than four (4) hours of their shift, shall be provided with mats where agreed upon. These posts shall be mutually agreed upon between the Union and the Company. If there are locations where the Union believes a mat should be placed, the Union shall provide that specific location to the Company. The Company will review and respond to the Union within ten (10) business days.
- 20.2 The Company shall provide regular safety training to ensure that all employees have knowledge protocols of the proper prevention of contamination by blood-borne or other communicable pathogens. The Company shall also ensure that all officers receive training in how to protect themselves and the public from individuals who display aggressive behavior in the facilities. 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 Company. The Company shall not require an employee to reimburse the Company for property loss or damage without legitimate reason.
- 20.3 The Company shall maintain Workers' Compensation coverage for all employees. Pursuant to applicable law, the Company 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.



- 20.4 The Company shall maintain at all times an Illness and Injury Prevention Plan (IIPP) approved by OSHA and/or the applicable state agency. The Union (including Union Stewards) shall have the right to review the Illness and Injury Prevention Plan once every six (6) months in a calendar year. The IIP shall comply with all OSHA and/or the applicable state agency requirements.

## **ARTICLE 21**

### **UNION ACTIVITY IN BUILDINGS**

- 21.1 Official representatives of the Union shall be allowed to visit locations served by the Company, 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, Company's operation, or the employee's performance of work, and there is no objection by the Company's client. Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to the Company's management of his/her intention to do so prior to their anticipated arrival on the job site or the Company's office with two (2) Company business days notification and specify the property he or she wants to visit. For the purposes of this article "business days" shall be defined as Monday through Friday, excluding weekends and holidays. The Union should not use public areas to circumvent the intent of this article. The Union shall not be restricted from areas which are open to the general public.
- 21.2 Union 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, Company's operation or the employee's performance of work, and there is no objection by the Company's client. The Union shall notify the Company 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 Company.
- 21.3 An employee who is directed to an investigatory interview 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.
- 21.4 The Company shall permit the posting of Union bulletin boards where feasible as determined by the Company, provided that such bulletins do not disparage the Company or Kaiser Permanente. Where a bulletin board is not feasible, the Company shall permit the Union to maintain a Union book (binder) at each site for communication purposes with its members, provided that such bulletins do not disparage the Company or Kaiser Permanente.

## **ARTICLE 22**

### **NO STRIKES/NO LOCKOUTS**

- 22.1 There shall be no strikes (including economic, unfair labor practice or sympathy strikes), picketing, work stoppages or job actions, distribution of literature regarding any labor

dispute on the property of any client of the Company or by an employee in uniform at any time, 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 Company 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 at the client facilities.

- 22.2 In the event of a strike by another labor group or the Union involving the client'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.
- 22.3 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 Company's or the client's premises, and that the performance of such duties shall not subject the employees to punishment, discipline or charges by the Union.

### **ARTICLE 23** **INDIVIDUAL LEGAL RIGHTS**

- 23.1 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 Company 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 Company shall promptly notify the employee of the nature of the issue/problem and reference the employee's rights under this Article. 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.
  - 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 Company 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 Company 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 sub-paragraph "b" above, when necessary, he/she will, consistent with the operational needs of the Company, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Company is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.

- 23.2 Upon request, the Company 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 Company initiates any adverse employment action.

## **ARTICLE 24**

### **JOB VACANCIES, TRANSFERS AND CAREER ADVANCEMENT**

- 24.1 The Company shall maintain a current posting of permanent bargaining unit job openings at its branch office and at each hospital showing all openings in the locations covered by this Agreement or another SEIU agreement, and shall provide, upon written request by the Union, a copy of such posting or otherwise make it available to the Union. The Company shall maintain each posting for a minimum of five (5) business days. Each posting shall be maintained electronically, or by physical posting on all Company bulletin boards.
- 24.2 The Company 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.
- 24.2a When a permanent position arises at a location covered under this Agreement or another SEIU agreement, the Company 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. Any employee transferred under this agreement or to another SEIU agreement will maintain his/her seniority date. All wages, benefits and working conditions of the agreement that the employee transfers into will be applicable to the transferred employee.
- 24.2b 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. However, if there are no other internal applicants for the position, the employer shall consider internal applicants that have passed the probationary period but have not yet completed six (6) months in their position before considering external applicants.

- 24.3 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 discipline and attendance record;

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.

A promotion is defined as a transfer to a higher-paying bargaining unit job.

## **ARTICLE 25**

### **DISCIPLINE & DISCHARGE**

- 25.1a The Company shall be free to discipline or discharge employees for just cause. The Company shall use progressive discipline. 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 26.
- 25.1b The Company 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 previously received progressive discipline. Warning notices shall be issued within ten (10) calendar days after the Company knew or should have known of the offense. Each warning notice shall contain a place for the employee to sign to acknowledge receipt without admitting guilt.
- 25.1c The Company 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. The Company will not schedule for work any employee who fails to renew his/her registration with the Department of Consumer Affairs of the State of California or any other governmental agency. However, upon completing the renewal, the laid off employee shall be returned to his/her worksite location, shift, wage rate and benefit level, as long as the renewal is completed within 30 calendar days. Any employee, who by reason of the requirements of his/her 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 within this agreement. If the employee refuses the first available job for which the employee is qualified and which is located in his community of residence and covered by this agreement, he/she may be permanently removed from the payroll. Discharge under this Article for failure to renew, cancelation or denial of a license shall be without recourse to the Grievance Procedure of Article 26.

To the extent permitted by law, employees who have renewed their registration and document this with a confirmation printout from the applicable website demonstrating the officer has an active and legal card or similar proof by the end of the applicable grace period, but have not yet received their new registration cards, shall not be denied work, subject to applicable agency regulations.

25.2 The Company will notify the Union at the time of termination of any employee under paragraphs 1 or 2 above.

25.3 The Company and the Union recognize that the client is the ultimate consumer and ultimately controls the access of the employee, and the business of the Company. 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 Company will cooperate in every way in the investigation of the incident until the incident is resolved and/or the client is satisfied that all reasonable avenues have been pursued to their completion. The Union will not impede any steps, which may assist the Company in convincing the client of the thoroughness and/or reliability of its investigation consistent with the Union's duty to provide fair and effective representation to its membership.

25.4 An employee who is directed to an investigatory interview that may result in the imposition of discipline or discharge on that employee shall be afforded upon request by the employee all rights as required by the National Labor Relations Act, as amended and the provisions of the Weingarten ruling.

25.5 Disciplinary notices shall no longer be used twelve (12) months after they have been issued to the employee for the purpose of progressive discipline, job promotions, and transfers as stipulated in Article 24.

## **ARTICLE 26**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

26.1a For the purpose of this Agreement, a grievance is any difference or dispute between the Company 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.

26.1b 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. The Company shall promptly notify the union of such suspensions, transfers and terminations.

STEP I. 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 Branch Manager/Company designee shall respond within seven (7) calendar days.

STEP II. 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 Company different than the individual or individuals who heard the case at STEP I within seven (7) calendar days following the Union's receipt of the Company's 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 held on a mutually agreeable date within fifteen (15) calendar days following the request by the Union. The Human Resources Manager shall give his or her written response within seven (7) calendar days after the second step meeting.

STEP III. 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 Company's Principal Officer or other management employee designated by the Company different than the individual or individuals who heard the case at STEP I or STEP II within seven (7) calendar days following the Union's receipt of the Company's 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 Company; such meeting shall be scheduled within thirty (30) calendar days of this request. The Principal Officer shall give his or her written response within seven (7) calendar days after the third step meeting.

26.2 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 Company'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 Company within this period as a condition for processing the demand, and must specify the specific contract Article(s) and paragraph(s) allegedly violated. The request for a Panel of Arbitrators must be made to the Federal Mediation and Conciliation Service within thirty (30) days from the date the Union notified the Company that it was advancing the grievance to arbitration.

OPTIONAL STEP III.(a). By mutual consent, the following procedure shall be used if the grievance is not resolved at Step II. The parties shall agree upon a mediator from the

Federal Mediation and Conciliation Service or other mutually agreeable source. The mediator shall attend the grievance meeting at Step III and assist the parties to attempt to resolve the case. If there is a cost associated with the mediation (other than the costs incurred by either party in preparing or presenting its own case, such as attorney fees), the costs shall be borne equally by both parties. If the parties cannot resolve the case, the mediator shall give the parties an advisory opinion regarding the merits of the case.

STEP IV. After the grievance is referred to arbitration per STEP III, the grieving party may request the Federal Mediation and Conciliation Service to provide the Company and the Union a list of seven (7) persons who are qualified and willing to act as arbitrators. Within fifteen (15) days of the Union's receipt of the Panel of Arbitrators from the Federal Mediation and Conciliation Service, 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 Federal Mediation and Conciliation Service.

- 26.3 Any grievance shall be considered withdrawn with prejudice if not filed and processed by the Union or the Company, in accordance with the time limitations set forth above, unless time limits are extended or waived by mutual agreement in writing. Failure of the Company 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.
- 26.4 The award of such arbitrator shall be in writing and shall be final and binding upon the Company, 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 Company and the Union. The arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement. 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. By mutual agreement the parties may agree to have a transcript made of the arbitration proceedings in which case they will equally share the cost of the transcript. The Company and the Union are only responsible for the wages and expenses of their own representatives and witnesses.
- 26.5a A grievance by the Company against the Union must be presented directly to Step 4 of the grievance procedure which shall read: Within fourteen (14) days of the Company notifying the Union of its grievance in writing, a meeting shall be scheduled with the President of the local union in which the alleged dispute arose or his/her designee; in the case of disputes which are of a national nature a meeting shall be scheduled with the Executive Vice President of SEIU who oversees the Property Service Division or his/her designee.
- 26.5b The Union shall respond in writing within fourteen (14) days following the meeting in writing. The Company upon receipt of the Union's response or the date on which it was due which is earlier may request the Federal Mediation and Conciliation Service to provide the Company and the Union with a list of seven (7) persons who are qualified

and willing to act as arbitrators. Within fifteen (15) days of the Union's receipt of the Panel of Arbitrators from the Federal Mediation and Conciliation Service, 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 Federal Mediation and Conciliation Service.

- 26.6 Without affecting any of the time limitations set forth herein, the Company and the Union may settle the grievance.
- 26.7 Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the parties' designated representatives.
- 26.8 No more than one (1) dispute may be submitted to any one (1) arbitrator at the same hearing unless the parties agree to such in writing. Any issue of arbitrability shall be resolved by the arbitrator.
- 26.9 Should a dispute arise between the Company 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 local Union President of the region in which the dispute arose or his/her designee. Company referrals to expedited arbitration under this Article may be made by the Company's Principal Officer or his/her designated representative.
- 26.10 Regarding locations outside of the state of California, Sections 26.10 and 26.11 shall apply:

The Union and the Company intend that the grievance and arbitration provisions in the Collective Bargaining Agreement shall be the method of resolving disputes between the Company and the employees covered by this Agreement and/or the Union regarding wage and hour disputes. Those provisions shall apply to resolving disputes concerning wage and hour related matters. For the purposes of this provision, "wage and hour" claims or disputes shall mean statutory claims over the payment of wages for all time worked, uniform maintenance, rest and meal breaks, overtime pay, and vacation pay. The parties agree that any employee's or employees' dispute relating 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 that employees shall have access to the arbitration provision in this Agreement for the purpose of resolving any such wage and hour dispute.

Any employee currently covered by this Agreement may file a statutory claim (through the grievance and arbitration process) without the consent of the union and the prosecution of such an individual claim shall be sole responsibility of the employee. Any employee wage and hour claim shall be commenced by sending a letter to the Company notifying the Company of the employee's claim with a copy sent to the Union. The arbitrator shall be selected as provided in the arbitration provision of this Agreement



except that the arbitrator shall be selected by the Company and the employee instead of the Union.

The employees shall be provided all substantive and procedural rights and remedies that they would otherwise be entitled to under applicable law if such a claim were brought in a court of law or administrative proceeding including, but not limited to, liquidated damages, injunctive relief, the statutory statute of limitations, the right to a class action grievance on behalf of the employees covered by this collective bargaining agreement only, attorneys' fees and discovery rights. The employees shall have the same rights as if the matter were resolved in a court, but instead the mechanism for resolving disputes shall be through the arbitration process provided herein, and any participation in a class action will be limited to a class consisting of employees covered by this collective bargaining agreement. The applicable time limit for bringing a wage and hour claim shall be that provided in the applicable law.

In a case brought by an employee pursuant to this provision, the arbitrator may not modify, add to or eliminate any term of this Agreement and the arbitrator's award shall have no precedential effect. The Company shall bear all costs of the arbitration in any employee initiated case under this provision, except that the Company shall not be responsible for employee's attorney fees, unless awarded by the arbitrator. In no event shall the Union be liable for any costs of the arbitration or either the employees' or the Company's attorneys fees. The Union may at any time, and in its discretion, intervene in and participate in an arbitration commenced by an employee at its own expense provided that it will not be liable for any arbitration costs or attorneys fees of either the employee or the Company.

26.11 If the Union has a dispute concerning a wage and hour related matter, the union may also file a grievance under this Agreement and this procedure for resolving employee wage and hour claims does not negate the right of the union to pursue any contractual claim under the grievance and arbitration procedure in this Agreement. The Union's pursuit of a grievance under this Agreement does not prejudice the right of an employee to file his or her own wage and hour claim as provided herein. The Company agrees to work swiftly and cooperatively with the Union, and/or employees covered by this Agreement, to remediate and resolve any disputes that may arise. The Company shall place this provision in its employee handbook. This provision is not intended to bestow any rights on third parties except as specifically provided herein.

26.12 Regarding locations in the state of California the Sections 26.12-26.17 shall apply:

In view of the legal and legislative environment regarding wage and hour issues and related litigation, and their effect on the Security industry, the parties hereby agree that the following provisions of Sections 26.10, 26.11 and 26.14 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 or required under applicable law. The grievance and arbitration provisions shall also cover "Wage and Hour Claims or Disputes," which shall include 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, and all other wage and hour related matters, expressly including claims arising under the Fair Labor Standards Act and/or similar state laws including, without limitation, California Labor Code Sections 201, 203, 204, 226, 226.7, 227.2, 510-512, 551-558, 1194, 1197, and 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.

#### 26.13 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 26.1-26.4. 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, in writing, 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. The Parties may also petition to vacate or correct a partial or final award based on any ground set forth in the California Arbitration Act (Cal. Civ. Proc. Code 1286.2) and/or similar applicable law of a different state, 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 an 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 ten (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.
- ii. No Representative 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 in any purported representative 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.

- (e) These provisions are not intended to limit or curtail employees' individual substantive rights. To the contrary, it is the goal of the Employer to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this Agreement be read to construe a waiver of individual rights to pursue statutory employment discrimination claims through administrative proceedings or civil actions, and the Parties expressly agree that state and federal employment discrimination claims are excluded from the definition of Wage and Hour Claims or Disputes set forth in Section 26.10 above. Employees also retain the right to file administrative charges with state or federal agencies, including the Department of Labor and similar state agencies.

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

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

26.16 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 26.10-26.11 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 26.10 and 26.11 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 pending completion of the arbitration.

26.17 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 26.1b, 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 27**

### **TEMPORARY WORKERS**

27.1 The Company will not use any temporary workers in bargaining unit positions for longer than three (3) days, except for in cases of natural disasters/emergencies situations where bargaining unit employees are unable to work.

- 27.2 The Company may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing relating to short term events) up to and including sixty (60) days without such personnel being covered by the terms of this Agreement, subject to extension by mutual agreement. Consent shall not be unreasonably withheld. If an employee performing specialized functions is hired into a permanent position, his/her time performing a specialized function shall count towards his/her probationary period under this agreement.
- 27.3 The Company will make reasonable efforts to notify the Union in writing (e-mail / text) within five (5) business days of any temporary work requested by the client related to this Article, including the start date of the temporary work.
- 27.4 Temporary workers shall not be used to displace bargaining unit employees.

**ARTICLE 28**  
**NO LOWERING OF STANDARDS**

- 28.1 There shall be no lowering of standards for wages or benefits of any employees in the employ of the Company as a result of this Agreement. All employees enjoying higher wages or benefits than provided for herein shall continue to enjoy at least the same.

**ARTICLE 29**  
**SUBCONTRACTING**

- 29.1 The Company, during the life of this Agreement, shall only have the right to subcontract work not being performed by bargaining unit employees under this agreement.
- 29.2 Should the Company have the need to subcontract work during the life of this Agreement, the Company shall make reasonable efforts to give priority to SEIU signatory subcontractors. The Company shall also make reasonable efforts to provide five (5) business days written notice to the Union of such subcontracting including the start and end dates of the subcontracting.

**ARTICLE 30**  
**LABOR-MANAGEMENT COMMITTEE**

- 30.1 The parties hereto agree to establish a Joint Labor-Management Committee. The Committee shall meet not more than every three months for a four (4) hour time period, which may be extended by mutual agreement, to discuss mutual concerns; provided that this shall not either expressly or by implication result in any obligation to reopen any of the terms of Agreement or otherwise to bargain with respect to any particular subject. These meetings will take place only upon request of the Union or Employer.
- 30.2 The Committee will be composed of no more than three (3) Management representatives and three (3) Union representatives. The parties will exchange meeting agenda no less than three (3) days prior to the scheduled meeting.

Each Region shall conduct their own local Labor-Management Committee with their own Union and Employer designated representatives by the above language.

A National Labor-Management Committee shall also be conducted by the above language.

### **ARTICLE 31** **SAVINGS CLAUSE**

- 31.1 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 32** **RETIREMENT**

- 32.1 The Company will offer a contributory 401K Plan for employees who have successfully completed six (6) months of service and are at least 18 years of age. The Company shall match ten percent (10%) on the first three (3%) of plan compensation deferred as salary reduction contributions. Employees are subject to the provisions, rules, and regulations of the plan. The specific provisions of the plan shall be contained in the plan description.
- 32.2 Employees who participate in the plan shall be 100% vested after 3 years of employment.

### **ARTICLE 33** **MOST FAVORED NATIONS**

- 33.1a If during the term of this Agreement, the Union enters into or honors an agreement or understanding with another Company or group of Companies employing security officers working in Kaiser Permanente 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) with respect to security officers working on Kaiser Permanente sites than those set forth in this Agreement, the Company shall be entitled to said more favorable hours, wages and/or terms and conditions upon request with respect to its employees working on Kaiser Permanente's sites. To effectuate this Article of the parties' Agreement, the Union agrees to disclose the existence of any written or oral agreement or understanding it has or may have with any other Company or group of Companies that may come under this Article.

33.1b If the Company believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined herein, the Company 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 Company may submit the matter for arbitration pursuant to the arbitration process set forth in Article 23 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 Company or group of Companies employing security officers working in Kaiser Permanente facilities as covered by this Agreement that would allow the Company to be granted similar conditions as defined above.

### **ARTICLE 34** **WAIVER**

34.1 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 of 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 Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement except as required by law.



**ARTICLE 35**  
**DURATION**

35.1 This Agreement shall be in full force and effect from November 1, 2023 by both parties to and including October 31, 2027 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 October 31, 2027 or October 31<sup>st</sup> of any year thereafter, in which termination or amendment is requested.

<b>Service Employees International Union</b>	<b>Blackstone Consulting, Inc. (BCI)</b>
Signature:	Signature:
Name: Rocío Sáenz	Name:
Title: Executive Vice President	Title:
Signature:	
Name: Samuel Kehinde	<b>Universal Protection Services LP, dba Allied Universal Security Services</b>
Title: Vice President, SEIU-USWW	
Signature:	Signature:
Name: Mark Sharwood	Name:
Title: Vice President / Bargaining Dir., SEIU-USWW	Title:
<b>SEIU Bargaining Committee</b>	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	
Signature:	
Name:	

## EXHIBIT A HEALTH AND WELFARE PLAN

Note: the Northern California and Southern California plans are shown here, but the benefits for both Employers are the same in all other regions covered by this Agreement.

### Kaiser Permanente Summary of Benefits (January 1, 2024 - December 31, 2024)

Allied Universal Services  
California

Allied Universal Services California	Northern California HMO
<b>Annual Deductible: Individual/Family</b>	\$0
<b>Out-of-Pocket: Individual/Family</b>	\$1,500/\$3,000
<b>Virtual Care</b>	
24/7 Medical Advice Phone Support	No charge
E-visit on kp.org	No charge
Telephone Visit	No charge
Video Visit	No charge
Email Your Doctor	No charge
<b>Office Visits</b>	
Preventive Care	No charge
Primary Care	\$10 copay
Specialty Care	\$10 copay
Urgent Care	\$10 copay
Mental Health Care	\$10 copay
<b>Lab and X-ray</b>	
Preventive Lab and X-ray	No charge
Diagnostic Labs	No charge
X-ray (Therapeutic and Diagnostic)	No charge
<b>Emergency Services</b>	
Ambulance (Ground or Air)	\$50 copay
Emergency Room	\$50 copay
<b>Hospital Care</b>	
Inpatient Hospital	No charge
Outpatient Surgery	\$10 copay
<b>Maternity Care</b>	
Routine Prenatal Care and First Postpartum Visit	No charge
Well-Baby Care (23 Months or Younger)	No charge
Delivery and Inpatient Baby Care	No charge
<b>Additional Benefits</b>	
Physical, Occupational, Speech Therapy	\$10
Vision Exam	No charge
Children's vision exam	No charge
<b>Prescription Drugs</b>	
Preventive Drugs:	No charge
Retail (Up to 30 Day Supply):	GENERIC: \$10 copay; PREFERRED: \$10 copay; BRAND: \$10 copay
Mail order supply (Up to 90 day supply):	GENERIC: \$10 copay; PREFERRED: \$10 copay; BRAND: \$10 copay

This is a summary 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, please refer to the applicable *Evidence of Coverage*.

## Kaiser Permanente Summary of Benefits (January 1, 2024 - December 31, 2024)

Allied Universal Services

California

	Southern California HMO
<b>Annual Deductible: Individual/Family</b>	\$0
<b>Out-of-Pocket: Individual/Family</b>	\$1,500/\$3,000
<b>Virtual Care</b>	
24/7 Medical Advice Phone Support	No charge
E-visit on kp.org	No charge
Telephone Visit	No charge
Video Visit	No charge
Email Your Doctor	No charge
<b>Office Visits</b>	
Preventive Care	No charge
Primary Care	\$10 copay
Specialty Care	\$10 copay
Urgent Care	\$10 copay
Mental Health Care	\$10 copay
<b>Lab and X-ray</b>	
Preventive Lab and X-ray	No charge
Diagnostic Labs	No charge
X-ray (Therapeutic and Diagnostic)	No charge
<b>Emergency Services</b>	
Ambulance (Ground or Air)	\$50 copay
Emergency Room	\$50 copay
<b>Hospital Care</b>	
Inpatient Hospital	No charge
Outpatient Surgery	\$10 copay
<b>Maternity Care</b>	
Routine Prenatal Care and First Postpartum Visit	No charge
Well-Baby Care (23 Months or Younger)	No charge
Delivery and Inpatient Baby Care	No charge
<b>Additional Benefits</b>	
Physical, Occupational, Speech Therapy	\$10
Vision Exam	No charge
Children's vision exam	No charge
<b>Prescription Drugs</b>	
Preventive Drugs:	No charge
Retail (Up to 30 Day Supply):	GENERIC: \$10 copay; PREFERRED: \$10 copay; BRAND: \$10 copay
Mail order supply (Up to 90 day supply):	GENERIC: \$10 copay; PREFERRED: \$10 copay; BRAND: \$10 copay

This is a summary 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, please refer to the applicable *Evidence of Coverage*.

**EXHIBIT B  
HOLIDAY DATES**

The following dates are when holidays listed in this Agreement shall be observed:

	2023	2024	2025	2026	2027
New Year's Day		Monday 1/1/2024	Wednesday 1/1/2025	Thursday 1/1/2026	Friday 1/1/2027
Martin Luther King Jr. Day		Monday 1/15/2024	Monday 1/20/2025	Monday 1/19/2026	Monday 1/18/2027
Presidents Day		Monday 2/19/2024	Monday 2/17/2025	Monday 2/16/2026	Monday 2/15/2027
Memorial Day		Monday 5/27/2024	Monday 5/26/2025	Monday 5/25/2026	Monday 5/11/2027
Juneteenth National Independence Day		Wednesday 6/19/2024	Thursday 6/19/2025	Friday 6/19/2026	Saturday 6/19/2027
Fourth of July		Thursday 7/4/2024	Friday 7/4/2025	Saturday 7/4/2026	Sunday 7/4/2027
Labor Day		Monday 9/2/2024	Monday 9/5/2025	Monday 9/6/2026	Monday 9/7/2027
Veterans Day	Friday 11/10/2023	Monday 11/11/2024	Tuesday 11/11/2025	Wednesday 11/11/2023	
Thanksgiving Day	Thursday 11/23/2023	Thursday 11/28/2024	Thursday 11/27/2025	Thursday 11/26/2026	
Christmas Day	Monday 12/25/2023	Wednesday 12/25/2024	Thursday 12/25/2025	Friday 12/25/2026	

**EXHIBIT C**  
**SENIORITY**

**MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT (the “Agreement”) is entered into on this \_\_\_\_ day of January 2011 between the Service Employees International Union (the “Union) and Securitas Security Services USA, Inc., (the “Company”). The parties agree to the following:**

**WHEREAS, the Union and the Company entered into the Securitas USA and Service Employees International Union - Kaiser National Collective Bargaining Agreement (“CBA”) with effective dates commencing August 1, 2009 up to and inclusive of July 31, 2012.**

**WHEREAS, this Agreement shall constitute an agreed upon amendment to the first paragraph of Article VI of said collective bargaining agreement and shall read as follows:**

Seniority shall be defined as set forth in Exhibit A to the Memorandum of Agreement between the parties dated January \_\_\_\_, 2011, except that such dates may be amended only by mutual written agreement of the parties. Notwithstanding the foregoing, within ninety (90) days from the date of the execution of the Memorandum of Agreement, subject to approval by the Company, the Union may add additional seniority dates for persons whose seniority dates have not already been determined and set forth in Exhibit A. The Union may submit these additional dates one time through a single designated Union representative to the Company’s Vice President of Labor Relations. Such names and dates shall be added to Exhibit A, and any updates to Exhibit A will be signed and dated by both the Company and the Union. The seniority date for any individual whose name does not appear on Exhibit A shall be his or her date of hire with the Company. The Union agrees that any changes to seniority dates initially submitted to the Company in Exhibit A must include documentation which proves seniority. Such documentation must be submitted to the Company at the time the Union submits any updates to Exhibit A and within the 90 day period from the execution of this agreement.

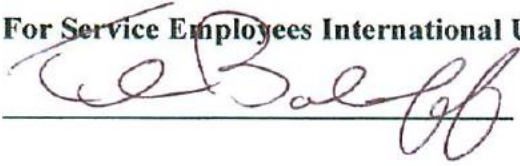
**Within 90 days of the execution of this Agreement, the Company shall pay employees subject to this Agreement for their unused, accrued vacation time. The company will attempt to pay workers vacation pay within 60 days, if possible.**

**As to employees who met the minimum requirements under Article 13 of the CBA, (employment with Inter-Con and one year of seniority as of December 31, 2009), and who were not able to enjoy the two paid sick days during the first contract year, ending July 31, 2010, Securitas USA shall provide one additional paid Sick Day for the contract year August 1, 2010 through July 31, 2011. . This third sick day is being provided in lieu of payment for any unused sick days from the past. The third sick day will only apply for the contract year August 1, 2010 through July 31, 2011. Effective August 1, 2011 employees will be entitled to two sick days in accordance with the CBA. Nothing in this Agreement waives any legal obligation that Securitas may have to provide paid sick days to its workers.**

The union agrees to withdraw any and all open/pending Board charges or grievances by any locals, related to the seniority date issue as of the execution date of this agreement.

**Approved and accepted.**

**For Service Employees International Union (SEIU)**

  
\_\_\_\_\_

**Dated:** 1-31-11

**For Securitas USA**

  
\_\_\_\_\_

**Dated:** JANUARY 27, 2011

**EXHIBIT D**  
**SENIORITY**

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into on this 26 day of June 2013 between the Service Employees International Union (the "Union") and Securitas Security Services USA, Inc., (the "Company"). The parties agree to the following:

WHEREAS, the Union and the Company entered into the Securitas USA and Service Employees International Union – Kaiser National Collective Bargaining Agreement ("CBA") with effective dates commencing upon ratification up to and inclusive of July 31, 2018.

WHEREAS, this Agreement shall constitute an agreed upon amendment to the first paragraph of Article 8, Seniority of said collective bargaining agreement and shall read as follows:

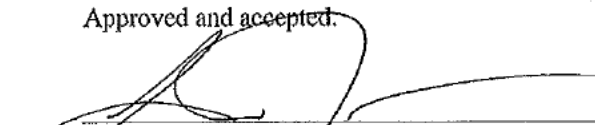
On or before July 16, 2013, the Union may provide credible evidence of seniority dates for employees listed in Exhibit 1 from the immediate predecessor employer at a Kaiser facility. Evidence must be provided to the Company's Vice President of Labor Relations. Upon the Company's receipt and confirmation that the evidence is credible, the Company will adjust the seniority date, on a going forward basis only, for those employees listed in Exhibit 1. The seniority date for any individual whose name does not appear on Exhibit 1 shall be his or her date of hire with the Company or as previously adjusted by the January 31, 2011, Memorandum of Agreement. After July 16, 2013, there shall be no future consideration, adjustment, or recognition of any employee's seniority date with the immediate predecessor employer at a Kaiser facility.

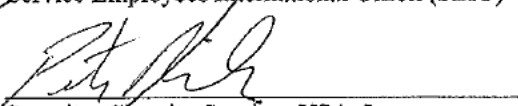
The Union and Company agree that there shall be no retroactive payment or credit of any kind for any vacation, sick days, healthcare premiums or any other benefit as a result of an adjusted seniority date from this Agreement.

The Union agrees to immediately withdraw any and all prior claims, disputes, and grievances against the Company related to Article 8, Seniority.

The Union agrees to immediately withdraw any and all prior claims, disputes, and grievances against the Company related to Article 13, Holidays.

Approved and accepted.

  
\_\_\_\_\_  
Service Employees International Union (SEIU)

  
\_\_\_\_\_  
Securitas Security Services USA, Inc.

6/26/13  
Date

7/22/13  
Date