

**MINNEAPOLIS / ST. PAUL MASTER
COLLECTIVE BARGAINING AGREEMENT**

between

_____, LLC

and

Service Employees International Union (SEIU)

Local 26

Effective: March 1, 2024 – February 29, 2028

SEIU Local 26 Member Resource Center

1-855-265-6225

Mailing address:

1620 Central Avenue NE Suite 177
Minneapolis, MN 55413

Physical Address:

826 18th Ave NE
Minneapolis, MN 55413

www.seiu26.org

www.facebook.com/seiu26

www.facebook.com/groups/SEIU26Officers

Weingarten Rights

If called to a meeting with management, read the following to management when the meeting begins:

“If this discussion could in any way lead to my being disciplined or terminated or affect my personal working conditions; I respectfully request that my union representative, officer, or steward be present at this meeting. Until my representative arrives, I choose not to participate in this discussion.”

SEIU Local 26 and Mpls.-St. Paul & 7 County Metro

SECURITY CONTRACT

The following Companies are signatories to this contract agreement:

ACTS-AIRPORT SERVICES, INC

ALLIED UNIVERSAL SECURITY SERVICES

AMERICAN SECURITY, LLC

BEST EVENTS SECURITY

GARDA WORLD

METRO ONE LOSS PREVENTION SERVICES GROUP

NEXT GLOBAL SECURITY

PROSEGUR SECURITY

SECURITAS SECURITY SERVICES USA, INC

VIKING SECURITY

Although each company signed the contract individually, the terms of the contract are identical for all of them and the provisions apply to you and your employer.

March 1, 2024 - February 29, 2028

SEIU Local 26 is Minnesota's Property Services Union. We are security officers, janitors, airport workers, and window cleaners, more than 8,000 strong in the Twin Cities metro area. Across North America, SEIU unites 225,000 members in property services. The Service Employees International Union is an organization of 2 million members united by the belief in the dignity and worth of workers and the services we provide. We are dedicated to improving the lives of workers and families and creating a more just and humane society.

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AGREEMENT

This Agreement is made and entered into as of the ___ day of _____, 2024, between _____ (hereinafter called the “Company”) and the Service Employees International Union (SEIU), Local 26, (hereinafter called the “Union”).

WITNESSETH

WHEREAS, the employees of the Company have elected to bargain collectively with the Company, and for said purpose a majority of same have affiliated themselves as members of the Service Employees International Union Local 26, and have chosen said Union to bargain collectively on their behalf for wages, hours of employment and working conditions.

ARTICLE 1: TERRITORIAL JURISDICTION

- 1.1 The covered territory in this agreement shall be defined as the geographic territory 7 County Metro Area (Hennepin, Ramsey, Dakota, Washington, Carver, Anoka, and Scott) including the Minneapolis and St. Paul corporate city limits.
- 1.2 “Most Favored Nations:” In the event the company takes over servicing any building covered by section 1.1 of this Agreement from another employer who is party to an agreement with the union covering the security officers at such facility, the company may adopt the economic terms in effect at the building, even if those terms are lower than those contained in this agreement. No agreement shall be made by the Union with other Companies in this industry which contains any terms more favorable to any Company than the terms of this agreement, including Territorial Jurisdiction. The Union agrees to inform the Company upon the signing of this Agreement by any new signatory.
- 1.3 Subcontracting: there shall be no subcontracting of bargaining unit work, with the following exceptions:
 - a) use of off duty police officers;
 - b) any signatory to the Agreement;
 - c) in the case where a client requires in its contract an SBA, MBE, WBE contractor; or
 - d) in the case of specialized functions (such as, but not limited to, canine patrols, and/or armed guards), the Employer may hire or engage security personnel for up to and including ninety (90) days to provide the specialized functions without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. Consent shall not be unreasonably withheld. If an employee performing specialized functions is hired into a regular position, his or her time performing a specialized function shall count towards his or her probationary period under this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Company recognizes the Union as the exclusive bargaining agent for its employees engaged in the contract security industry, wherever employed in the covered territory, performing security services, including all full-time and part-time security guards/officers, including working lead personnel, but exclusive of:

- a. All executive, salaried supervisors, sales employees, clerical, professional, as defined by law including but not limited to the National Labor Relations Act and all other non-security/guard/officer position employees of contract security companies.
- b. Hourly Paid Supervisors, Foremen. An “hourly paid supervisor” or “foreman” is defined as an employee with the authority to hire, discharge, discipline or otherwise effect changes of the status of employees on a job.
- c. For employees working outside of the corporate city limits of Minneapolis and St. Paul, all employees working in “Critical Infrastructure”. Critical Infrastructure shall be defined as petroleum refineries, power plants, nuclear facilities, and vehicle patrol officers servicing multi-accounts. Any accounts currently operating as union accounts as of the Effective Date of this Agreement shall remain union accounts.

Whenever the word “Company” is used in this Agreement, it shall apply only individually to the employees covered by this Agreement, and not to any of those excluded; and none of the provisions of this Agreement shall apply to the excluded employees.

ARTICLE 3: UNION MEMBERSHIP

- 3.1 **Union Shop:** The Company agrees that all employees presently employed and all new employees, in covered territory as defined in Article 1, shall, as a condition of employment, join the Union within thirty (30) days after the effective date of this Agreement and shall continue their membership during the life of this Agreement.
- 3.2 **Dues Withholding:** The Company agrees to withhold from the wages of each employee working over twenty-four (24) hours or more in any calendar month, and pay to the Union, all initiation fees and dues required by the Union. The Company will deduct such dues in equal amounts each paycheck, and immediately forward the amount with a digital spreadsheet of a list of employees’ names, addresses, deductions of each to the Union. Quarterly, the Company will also provide the Union with employee email, classification, employee phone number, company start date, seniority date, birthdate, payrate, FT/PT status and Worksite. Beginning January 1, 2025, the Company will provide all information monthly in replacement of quarterly reports. Only worksite addresses will continue to be provided quarterly. The information may be delivered in separate reports. The Union will notify the Company in advance of any changes in dues, in writing. The Union agrees to indemnify and save harmless the Company from any and all liabilities it may suffer as a result of agreeing to be bound by Article 3, including court costs and reasonable attorneys’ fees. Any employee who has authorized payroll deduction of dues or an amount equal to dues or service fees may revoke authorization for those payroll deductions by giving written notice to both the company and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee’s authorization or the date of termination of the applicable contract between the company and the Union, whichever occurs sooner. The company will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the union.
- 3.3 **Probationary Employees:** 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 any of the terms and conditions, unless otherwise noted herein, of this Agreement but may be discharged without cause and without recourse to the grievance procedure of this Agreement.

- 3.4 **Check-offs for other voluntary contributions:** The Company agrees to make payroll deductions for each employee who had authorized such deductions in writing in amounts and at the times stated in the authorization into the Unions Committee on Political Education Fund, property Services Civic Engagement (PSCE) Fund, or other constituted funds as established by the Union. The Company agrees to remit the amount deducted to the Union within seven (7) days after the deductions are made by the Company.
- 3.5 Union Obligation: The Union will provide all new members with a copy of the wage rates.
- 3.6 At the time of transfer to a site covered by the Agreement, the Employer shall give the new employees a packet, provided by the union in electronic format, containing union membership application form, check-off authorization form, and other applicable forms (including information of new members meetings). The dues checkoff form shall be provided by the union in an electronic format or may be converted to electronic format by the Company. After paid orientation, Employer shall provide an opportunity for bargaining unit employees to stay voluntarily and watch Union introduction video for up to 15 minutes. On the 1st and 15th of each month (or first regular business day thereafter), the Company shall provide the Union with the name, home address, phone number and work site of each new employee hired to work on a site covered by this Agreement.

ARTICLE 4: NON-DISCRIMINATION

- 4.1 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, religion, creed, national origin, age, sex, maternity status, veteran status or active military duty, sexual orientation or against a qualified individual with a disability (defined by the Americans with Disabilities Act). 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.
- 4.2 **Subsequent Proceedings:** The negotiations which culminated in this Agreement were an equal effort by both the Company and the Union with equal responsibility for the results. Therefore, in the event the Company is charged or sued because of an alleged equal employment violation arising out of these terms and conditions of this Agreement, on the basis of race, creed, color, age, religion, national origin, sex, disability, veteran status, marital status or Union membership (under state, federal or local laws or regulations), the Union shall be immediately joined as a party to such charge or suit and the Union agrees to defend the Company's position and bear equally all responsibility and costs that may result from such proceedings.
- 4.3 The Company will make every effort to accommodate the religious needs of its employees as necessary under applicable law.
- 4.4 The Company shall comply with applicable federal, state, or local law prohibiting race-related hair discrimination.

ARTICLE 5: TRAINING

- 5.1 Representatives of the Union and the Company shall meet and confer to establish a joint labor and management industry undertaking in an effort to the extent possible and practical to develop an organized planned system of training and accreditation, identifying client's needs, surveying security practices, veteran transitions, and developing a measurable qualifications program.

- 5.2 **Training Documents:** All employees are required to sign any document that the Contractor provides to substantiate training, i.e., safety, MSDS, OSHA, etc.
- 5.3 The Company will provide proper equipment and site-specific training to reasonably protect officers. The Company believes the safety of its employees is of the utmost importance and has various safety policies in place to address such issues. Upon written request from the Union, a representative of the Employer (senior-level Employer representative at a level to be mutually agreed upon between the Union and each Employer upon the implementation of this Agreement), shall confer promptly with the union over repetitive safety issues at an account.
- 5.4 **Post Orders** by necessity are general guidelines and to the extent possible shall reflect site-specific job requirements of the Company and the Client. The Employer will make good faith efforts to review and update post orders. If an employee violates a post order, an employee shall only be disciplined or discharged for just cause. If an employee has any questions or concerns regarding post orders, including whether the post orders are current, an employee should consult their manager.

ARTICLE 6: MEDICAL/PHYSICAL REQUIREMENTS

- 6.1 **Medical Examination:** In any case where there is a question as to the employee's ability to carry on or do the work, the Company shall have the right to require a medical/physical examination, and if such employee is found to be medically/physically unfit to perform the essential elements of their position, the employment relationship may be terminated. The Company shall also have the right to require a medical/physical examination of all new employees. The Company shall pay the expense of such examination.
- 6.2 **Drug Testing:** The Company reserves the right to establish and enforce any lawful policy concerning employee use, possession or transfer of drugs or testing for drugs as a condition of employment. In the event there are reasonable grounds to suspect an employee is using drugs or under the influence of drugs on the job, the Company reserves the right to impose any and all discipline, including termination for refusal to submit to lawful testing. The Company shall pay the expense of such drug testing.
- 6.3 **Security and Background:** The Company reserves the right to conduct necessary personal background investigations. Any refusal to supply or authorize access to information or lack of cooperation on the part of the employee in the course of such investigation may result in termination of employment and should be considered just cause. Failure to meet State or Federal requirements will be just cause for termination. The Company will be responsible for the cost associated with background checks for union members in good standing. In the event an employee applies for a transfer and is disqualified due to the results of a background check for an offense that under current law would no longer be a violation (e.g., minor marijuana possession), the Company will: (1) keep the employee in their current position; or, (2) if that position has been filled or the employee does not meet the client's requirements to be put in their current position or a comparable position, the Company will put the employee on the layoff list for up to twelve (12) months to provide an opportunity for the employee to address the results of the background check to become eligible for continued employment subject to employer's employment standards.
- 6.4 **Fingerprinting** may also be required. Any refusal to supply or authorize access to information or lack of cooperation on the part of the employee in the course of such investigation may result in termination of employment.

ARTICLE 7: JOB CLASSIFICATIONS

For the purpose of this Agreement the following classifications will be applicable:

- 7.1 **Full-Time Security Officers:** Regularly scheduled employees who work thirty (30) or more hours per week who perform security duties.
- 7.2 **Part-Time Security Officers:** Regularly scheduled employees who work less than thirty (30) hours per week, who perform security duties.

ARTICLE 8: WAGES:

Wages: Employees will receive not less than the following minimum wage rates:

Minimum Wage		Effective 1st pay period after ratification	3/1/2025	3/1/2026	3/1/2027
	New Officer	\$17.50	\$18.25	\$18.90	\$19.55
	Senior Officer	\$20.00	\$20.75	\$21.40	\$22.05

Employees shall receive either the annual hourly wage increase or the minimum wage rate of pay, whichever shall result in the higher rate of pay, as follows:

<u>Effective Dates</u>	<u>Amount</u>
Effective 1st pay period after ratification	<u>\$1.15</u>
3/1/2025	<u>\$.80</u>
3/1/2026	<u>\$.65</u>
3/1/2027	<u>\$.65</u>

*Senior Officer is any officer who has completed 4 years of seniority. This increase occurs on the Officers/Employees seniority date.

8.2 Nothing in this provision shall result in reduction of the wage rate of any bargaining unit employee who was employed at the time of the ratification of this Agreement.

8.3 A Company may, at its discretion, grant a discretionary increase in the wage rates set forth in this Article 8 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 by this Article 8.

8.4 Employees shall be paid at the regular wage rate for all account-specific, State-mandated CEU and Company-required training. Time spent in this training shall count towards calculation of overtime. Overtime will be paid in excess of forty (40) hours in a work week.

8.4.1 The Company recognizes the higher level of training and dedication required for officers working in Level II posts. The Company shall provide additional training required by the State of Minnesota and client requirements, including but not necessarily limited to, the use-of-force

continuum. Each Company is permitted to design and implement its own training requirements in compliance with applicable laws. As of March 1, 2025, any qualified and trained officer working in a designated Level II post shall receive a pay differential of \$2.00 per hour above the minimum rates in Section 8.1.1. As of March 1, 2026, any qualified and trained officer working in a designated Level II post shall receive a pay differential of \$3.00 per hour above the minimum rates in Section 8.1.1. As of March 1, 2027, any qualified and trained officer working in a designated Level II post shall receive a pay differential of \$4.00 per hour above the minimum rates in Section 8.1.1.

8.5 Hours spent in new employee orientation will be paid at current minimum wage no later than upon completion of the probationary period.

ARTICLE 9: OVERTIME

- 9.1 All time worked in excess of forty (40) hours per week shall be considered overtime and paid for at time and one-half.
- 9.2 In situations where an employee is called back to work on the same day one (1) hour or more after their shift ends, employee will be paid no less than three (3) hours in duration. The Company shall use reasonable efforts to minimize mandatory overtime including suitable volunteers first. Officers shall not be required to work more than 16 hours straight unless mutually agreed to by the Company and employee. The limitation in this section shall not apply to such mandatory time required of an employee because the building/site is impacted by an act of God or other circumstances beyond the Company’s control, including but not limited to civil unrest, active shooter, fire, flood, or act of terrorism. If Employees are required to work 12 hours or more, the Employee shall not be required to work again without at least 8 hours off.

ARTICLE 10: HOLIDAYS

10.1 If the employee works the holiday listed below they get paid time and one-half for the hours worked on the holiday.

Holidays include:	New Year’s Day	Labor Day
	Memorial Day	Juneteenth (starting in 2025)
	Thanksgiving Day	
	Independence Day	Christmas Day

10.2 If an employee’s regularly scheduled shift falls on a recognized holiday listed above and that shift is cancelled they will be paid at straight time. If the employee whose regularly scheduled shift falls on a recognized holiday listed above and the employee works that shift, they will be paid at 1½ times their regular rate of pay. The Company reserves the right to reschedule any such affected employees to work on any such holiday.

ARTICLE 11: VACATION

11.1 Upon completion of one (1) year continuous service of at least one thousand five hundred sixty (1560) paid hours and excluding plant closings, an employee shall be entitled to the vacation pay per the schedule below. 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:

Effective upon ratification:

- 1 year continuous service will accrue up to 40 hours
- 3 years continuous service will accrue up to 80 hours
- 8 years continuous service will accrue up to 120 hours
- 13 years continuous service will accrue up to 160 hours

Vacation will accrue at the following rates:

- 0-3 years: .0192 hours per hour worked
- 3-8 years: .0385 hours per hour worked
- 8-12 years: .0577 hours per hour worked
- 13+ years: .0769 hours per hour worked

An employee must satisfy both the continuous service and the hour requirements to qualify for a vacation each year, whether full or partial. Qualifications for full vacation are both one (1) year of continuous service and a minimum of one thousand five hundred sixty (1560) paid hours and excluding plant closings, in such period of continuous service each year. In the event of an employee's reduction in hours under the 1560 paid hours worked threshold (as reviewed on or about his/her anniversary date, or in the event of a change in status), the employee can still use any accrued amounts regardless of status and can use the amounts at any time after the amounts are accrued.

- 11.2 Vacation requests must be submitted in accordance with the current Company policy in effect at the time the employee requests vacation.

In the event of a conflict between the vacation preferences of two or more employees within a location, the employee with the greater length of service with the Company shall have preference provided the employees have submitted their requests prior to March 31. After March 31, vacations are awarded on a first-come first-award basis. The Company shall respond within two weeks to approve or deny a request for vacation, or the employee may either elevate the request to the next level of management or file a grievance with the union. Once approved, vacation requests will not be revoked unless there is a bonafide emergency.

Vacation will be administered in accordance with the current Company policy in effect at the time of the request. However employees, after completion of one (1) year continuous service and 1560 hours, may use their vacation as it is accrued, and shall be paid as the vacation is used. The Company shall not unreasonably deny requests for vacation as long as the business can support the vacation requests.

Vacation will be administered in accordance with the current Company policy in effect at the time of the request and shall be paid as the vacation is used. The Company shall not unreasonably deny requests for vacation as long as the business can support the vacation requests. Employees may cash out their balance of accrued and unused vacation upon the employee's anniversary date.

- 11.3 Carry over: an employee may carry over up to forty (40) hours of any unused vacation from the previous year.

- 11.4 Beginning January 1, 2025, vacation balances shall be provided to the employee on their paystub or shall be accessible through a Company online portal.

ARTICLE 12: LEAVE OF ABSENCE

- 12.1 Employees will be granted a leave of absence at the Company's reasonable discretion.
- 12.2 **Disability Pay:** This benefit is available for full-time employees who have completed their probationary period at a rate of 60% of regular pay per week through the term of this Agreement; not to exceed 12 weeks within a 12 month period. (The 12 month period is calculated backwards from the 1st day of the recently requested leave.) The benefit begins after the eighth day of total disability or on the first day of hospitalization, whichever comes first. The preceding Disability Pay benefit shall be eliminated upon the effective date of the Minnesota Paid Family Medical Leave ("MNPFML"). Should the MNPFML program be eliminated during the term of this Agreement the Disability Pay benefit shall be reinstated.

Minnesota Paid Family Medical Leave (MNPFML): The Company shall pay 100% of any annual premiums required pursuant to the Minnesota paid family and medical leave statute (or an authorized private alternative) when the law takes effect on January 1, 2026, up to a maximum of .7% of an employee's taxable wages. If the premium is increased by the state or any regulatory agency, the Company shall deduct the remaining portion of the premium from the wages of the employee.

An employee who wishes to take MNPFML shall give notice to the Employer at least 30 days in advance when practicable. An employee who is eligible for MNPFML will not be eligible for Disability Pay under this Article 12.2.

Pursuant to the MN Statute 268B.10, the Employer may substitute a private plan that provides paid family, paid medical, or paid family and medical benefits in place of the state-run program.

- 12.3 **FMLA (Family Medical Leave Act):** Part-time or full time employees with one year of employment who have worked at least 1,250 hours may take up to 12 weeks unpaid leave for the birth, foster care or adoption placement of a child or for a serious illness of any immediate family member or for him/her self. This time off is covered under the Family Medical Leave Act of 1993 (FMLA). An employee must submit a statement from a medical physician verifying the need to be off of work at the time the medical leave is requested.
- 12.4 **Military Leave:** All reservists or National Guard members are required to notify the Company as soon as reasonably possible of receiving orders of training exercises requiring time off of work. Military leave will be without pay or at the discretion of the Company. While on Military leave, seniority will continue to accrue uninterrupted, and upon return from the leave any contract wage increase that occurred while the member was on leave shall apply.
- 12.5 **Funeral Leave:** All employees will be allowed a period of up to four (4) days off with pay to make arrangements for and attend the funeral of a mother, father, spouse or child. Up to three (3) days off with pay will be allowed for a brother, sister, current mother-in-law, or current father-in-law, grandparents, grandchildren and great- grandchildren and current brothers/sisters-in-law. The Company reserves the right to require proof of attendance at the funeral. In the case of a funeral outside of the Continental United States, an employee shall not be unreasonably denied up to no more than two (2) calendar weeks of unpaid funeral leave.

Employees will be paid only for normal scheduled work day(s) missed.

- 12.6 **Jury Duty:** Administered in accordance with the law. If employee works second or third shift, they will be given unpaid time off as well.
- 12.7 **Union Leave:** Upon at least ten (10) business days of advance written notice, up to Two (2) employees of the company shall be granted up to twelve (12) weeks unpaid leave in any

consecutive twelve (12) month period for union business, extendable by mutual agreement, provided that both employees are not assigned to the same client. The union will be responsible for all benefits and accruals during extended (which shall be defined as a period of twelve (12) business days or more) leave for the employee. Following such leave, the employee shall be entitled to be reinstated to his/her former or an equivalent position with the same rate of pay.

- 12.8 **Sick Days:** The Company will grant all employees covered by this Agreement safe and sick time (“ESST”), up to forty-eight (48) hours per leave year, subject to a maximum accrual balance of eighty (80) hours total, in accordance with Minnesota law and local ordinances in Minneapolis and St. Paul (collectively, “ESST Laws”). Employees may use ESST for their own personal illness, dependent family members, and as otherwise allowed by ESST Laws. The Company has sole discretion to administer sick time in compliance with the ESST Laws, including whether to front-load ESST in each leave year, or use an accrual system of 1 hour accrual for every 30 hours worked, and whether to use a calendar-year or anniversary year basis. Unused ESST shall carry over from year to year, subject to the aforementioned maximum accrual balance of 80 hours total. ESST balances will be shown on pay stubs. Employees shall not be required to provide a medical note for using ESST for 3 or fewer days missed. Unused ESST will not be paid out upon an employee’s separation from the Company, and employees may not “cash out” unused ESST. Nothing in this paragraph shall prevent the Company from offering additional sick time benefits greater than ESST Laws.

ARTICLE 13: INSURANCE

- 13.1 On the first day of the calendar month after the first two months of employment, Full-Time Employees shall become eligible for health and welfare insurance coverage as provided below.
- 13.2 The Company shall have its qualifying employees be a part of the SEIU Health and Welfare Trust. Notwithstanding anything else in this Article 13, eligibility for coverage – be it waiting periods, look-back periods, the minimum number of hours worked per week and what constitutes hours worked/paid, etc. – shall be in full compliance with the ACA and any applicable state or local laws. Should the Fund not comply with ACA and/or any applicable state or local laws, the Company has the right to exit the fund in accordance with Article 13.2 if exposed to penalties. To the extent there is a conflict between the provisions of this Agreement or the Fund’s Trust Agreement, the terms of this language above shall apply.
- 13.3 As a condition of receiving health insurance coverage under this Article, employees shall sign appropriate documentation authorizing the Company to deduct such contributions from wages. Any employee not signing the appropriate authorization document shall not be eligible for coverage as provided herein.
- 13.4 The Company shall distribute enrollment packages and an enrollment form permitting the Company to withhold a portion of an enrolling employee’s pay at least 30 days before the employee would be eligible for health care coverage. The Company shall collect completed enrollment packages and enrollment forms from employees, including the employees that decline enrollment in the SEIU Health and Welfare trust, and forward the completed enrollment packages and enrollment forms within five (5) business days of receipt from the employee.
- 13.5 The monthly cost for the employee of the health insurance shall be \$40.00 for employee only, and \$150.00 for employee + children.
- 13.6 Including the amounts withheld from each enrolling employee pursuant to Section 13.5, the Company shall pay over to SEIU Health and Welfare trust the following employer premium

amounts with respect to each enrolling employee:

- (A) For the coverage months of March 1, 2024 - December 31, 2024: \$ 716.97 for each employee who elects health care coverage for the employee and no more than \$ 1,148.61 for each employee who elects health care coverage for the employee and the employee's children.
 - (B) For the coverage months of January 1, 2025 - December 31, 2025: up to 8% increase as determined by the SEIU H&W fund from the last year's total premium for each employee who elects employee only or employee +children health care coverage.
 - (C) For the coverage months of January 1, 2026 – December 31, 2026: up to 8% increase as determined by the SEIU H&W fund from last year's total premium for each employee who elects employee only or employee +children health care coverage.
 - (D) For the coverage months of January 1, 2027 – February 29, 2027: up to 8% increase as determined by the SEIU H&W fund from last year's total premium for each employee who elects employee only or employee + children health care coverage.
- 13.7 Nothing in this agreement would prevent employees from being eligible to participate in the event of a national, state, or local health plan being approved by the government.
- 13.8 In the event that spouses are ineligible for tax credit or other subsidies under Section 36B of the Code of Section 1402 of the ACA or any other subsidy ordinarily available under the ACA or other applicable law as the result of the provisions of this Agreement, the Union may request that the parties hereto meet and confer to discuss changes to this Article. The parties request that the Company's monetary obligations under this Article shall not be substantially reduced as the result of any changes agreed to by the parties pursuant to this section.
- 13.9 The Company shall execute a Subscription Agreement with SEIU Health and Welfare trust thereby binding the Company to the terms of the SEIU Health and Welfare trust Agreement.
- 13.10 Should the health insurance provisions contained in the Agreement and/or the SEIU Health and Welfare Trust's benefit design: (1) Fail to meet the requirements of any applicable law or regulation, or (2) cause the Company to become subject to a penalty, fine or other assessable payment under Patient Protection and Affordable Care Act or any related law or regulation, the Company's obligation to the SEIU Health and Welfare Trust will immediately cease. The Union and the Company will meet to bargain over an alternative plan with the same rates of contribution and that does not otherwise increase the total cost to the employer. In such event, the no strike provision contained in Article 17 of this Agreement shall apply.
- 13.11 **Term Life Insurance:** The Company shall provide Company paid term life insurance on each full-time employee for the amount of \$10,000.00.

ARTICLE 14: SENIORITY

- 14.1 Seniority shall be defined as an employee's length of service as an employee of the Company from his/her most recent start date at the job/site facility at which the employee is working, or his/her Company start date, whichever is longer. The Company has the right to fill vacant shifts first with available and qualified, straight time employees. In the event that the Company is unable to fill vacant shifts with straight time employees, senior, qualified employees shall have first choice to work extra or overtime hours by building. In the situation of no call/no shows,

lates, emergencies, or short-notice client requests, the work will be offered to those employees present at the building by seniority.

- 14.2 **Seniority Lists:** The Company shall maintain at its office a seniority list showing employees' date of hire. Seniority lists shall be current as of March 1st and September 1st of each year and shall be furnished to the Union upon request.
- 14.3 An employee shall not have seniority during the first ninety (90) days of employment, which shall be considered a probationary period. During this period, the Company may discharge the employee, who shall have no recourse to the grievance procedure. Upon completion of the probationary period, an employee's seniority will begin at the original date of hire.
- 14.4 Seniority will be broken by any of the following events:
- a. Resignation, retirement or other voluntary termination;
 - b. Discharge for cause;
 - c. Transfer or promotion to a supervisory job or another job not in the bargaining unit;
 - d. Layoff for more than twelve (12) months;
 - e. Inactive employment for any other reason for a period of six (6) months or the length of seniority, whichever is less;
 - f. Failure to report within five (5) days from the date a recall notice is mailed to the employee's last address known on the Company's records.
- 14.5 Assignments, promotions, layoffs and recalls shall be determined on the basis of seniority provided, in the opinion of the Company, the employee is qualified, suitable and available to work. Seniority shall be determinative in making such decisions, and such shall not be unreasonably exercised.
- 14.6 Laid-off employees shall not be permitted to bump a less senior employee at another location/site, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Article 15, below. If there are no such vacant positions, the employee shall be permitted to exercise his or her seniority for a position, which becomes available, consistent with Article 15.

ARTICLE 15: JOB VACANCIES.

- 15.1 The Company shall maintain a current posting of permanent job openings in each branch showing all openings, including building, payrate, and shift, in the locations covered by this Agreement, and shall, upon written request by the Union, provide a copy of or otherwise make available this posting to the Union.

15.1.1 External Transfers: An employee who desires to change site location, work assignment or shift shall complete an electronic form for companies with this option, or otherwise a provided form, indicating his/her desired shift, work assignment, location or geographic area, and/or wage rate. Beginning January 1, 2025, the Company must create an electronic transfer form. An employee may follow up with Human Resources who will then notify the employee about their transfer status within two weeks.

15.1.2 Internal Transfers: When a permanent position arises at a worksite with 504 bargaining unit hours or greater covered under this Agreement, the Employer will use reasonable efforts to post or notify the employees within the building within the week of the opening. The employee

has an obligation to immediately respond to this notification, if interested. The Employer shall offer the position to employees in order of seniority whose requests are similar to the vacant position, provided that in the reasonable discretion of the employer, the employee is qualified, suitable and available to work in the following order:

- a) employees at the building where the vacancy occurs;
- b) employees on the layoff/recall list; and
- c) External Transfers.

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

- a. Seniority;
- b. Qualifications;
- c. Availability;
- d. Prior work record;
- e. Leadership skills, if required; and
- f. Supervisory skills, as required.

When all factors other than seniority are equal, an employee with the greatest seniority employed on the job site shall be selected over all others. The Employer sole discretion should be determinative in making such decisions and such shall not be unreasonably exercised.

ARTICLE 16: MANAGEMENT RIGHTS

16.1 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 discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times 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 that 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 reasonable 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 terminated or relieved from duty as a result. In no case will this Article be used for the purpose of unlawfully discriminating against any employees.

16.2 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.

- 16.3 The Union recognizes that the Employer provides a service of critical importance to the customer. If a customer or tenant demands that the Employer remove an Employee from further employment at an account or location, the Employer shall have the right to comply with such demand. However, unless the Employer has cause to discharge the employee, the Employer will place the employee in a job at another account or location covered by this Agreement without loss of seniority or reduction in pay wages or benefits. If the Employer has no other accounts or locations under this Agreement where there are positions at the employee's same wage rate and benefits, the employee shall be placed at another account or location of the Employer covered by this Agreement in a lower wage category, or where there are lesser benefits; or, at the employee's option, the employee may be laid off. If the employee is placed at another account or location of the Employer in a lower wage category, or where there are lesser benefits, or if the employee is laid off, the employee shall have the right, subject to the Employee's qualifications, to fill positions that become available within twelve (12) months if the Employer obtains, or a vacancy occurs at, another account subject to this Agreement where the wage rate and benefits are at least equal to the wage rate and benefits previously enjoyed by the employee. An Employee removed from a job location due to client demand shall have the right to use accrued paid time off benefits to cover any time spent in transitioning from the previous job location to the new job location. When informed of the possibility of a layoff under this paragraph, the employee shall have twenty-four hours in which to notify the Employer if he or she wishes to accept a position with the Employer at another location. If accepted, the employee will have up to 3 days to begin work at the new location. Before any other employees are hired, the Employer shall hire individuals who have chosen to go onto the recall list, provided they are qualified, suitable, and available to work. Recall rights hereunder are in order of Employer seniority within classification. There shall be no bumping rights in conjunction with this paragraph. Nothing herein shall require the Employer to place an employee in a position for which the employee is not qualified.

Transfers or removals of employees because of a reduction in force or client request shall not be arbitrary, retaliatory or in violation of Article 4. The Employer shall make its best effort to promptly notify the Union, where possible in advance, of any client request or significant reductions in the number of employees assigned to any work location covered by this Agreement.

Upon written request from the Union, a representative of the Employer (senior-level Employer representative at a level to be mutually agreed upon between the Union and each Employer upon the implementation of this Agreement), shall confirm in writing that the Employer received a request from the client to remove the employee. Upon written request from the Union, the Employer shall make available for review the customer's written demand for removal, if any. Under no circumstances will the Union attempt to contact the customer regarding the removal. While the Employer may request the client's decision to remove an employee to be put in writing, the Employer will not solicit the customer to remove any employee.

ARTICLE 17: NO STRIKES, PICKETING, LOCKOUTS

- 17.1 There shall be no strikes, lockouts, picketing, work stoppages, slowdowns, or sympathy strikes, nor shall there be any attempted interference with or disruption of the business of the Company and/or its relationships with or the business of its tenants or their contractors, including boycotts,

public appeals or demonstrations of any kind, hand billing or leafleting, during the term of this agreement.

- 17.2 It is understood between the parties that during the term of this agreement security employees, because of their special responsibilities and duties, shall at no time participate in strikes, slowdowns or withdrawal of services, nor shall they observe picket lines in any form; provided only that, in the event of a strike by others, they shall not be required to assume non-security type duties normally performed by striking employees.

Further, security employees shall not be subject to penalty or punishment by the Union for performances of assigned duties at any time. These duties are recognized as including the apprehension, identification and reporting of and giving evidence against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Company's premises.

Violation of the provisions of this Article will subject security employees to disciplinary action up to and including discharge.

ARTICLE 18: GENERAL

- 18.1 All uniforms and equipment as required (including weather-appropriate and size-appropriate gear), shall be furnished by the Company without cost to the employee. The Company will determine its own requirements as to uniform and those items specifically required will be furnished by the Company and replaced after reasonable wear and tear, as determined in the sole discretion of the Company. Assignment of security service employees to customer premises is the core business product offered by the Company. Employees covered by this Agreement interact with the general public on a daily basis and it is essential that employees present a uniform, professional appearance while on duty. Accordingly, only work-related insignia and uniform adornments issued by the Company may be worn during work time and in work areas. The Company shall fulfill approved uniform requests no later than 30 days after the request is received, subject to circumstances beyond the Company's control.
- 18.2 **Company Property:** Employees will be required to sign the required acknowledgement and deduction authorization forms regarding these uniforms and their attendant costs. An employee who separates from the Company, who has been entrusted with any Company property, must return all such property to the Company upon separation. Company property includes, but is not limited to keys, badges, uniforms, pagers, and other equipment.
- 18.3 **Employment on Hourly Basis & rest periods:** The Company shall employ members of this Union on an hourly basis. For every 8 hours worked, the Employee shall receive a 30 minute unpaid meal break if relieved from duty, or a 30 minute paid meal break if expected to remain on duty and the company shall provide the Employee with a bathroom break for every 4 hours worked.
- 18.4 Paydays are to be no less frequently than once every two weeks. At no cost to the employee, an employee may elect to have his or her paycheck electronically deposited at the employee's designated bank. Incorrect pay will cause a separate payment to be made on any verified pay discrepancies exceeding \$ 50 after the employee notifies the Employer in writing. The payment shall be made available no later than five (5) business days, excluding Saturdays, Sundays and holidays, after submission in writing.

- 18.5 **Union stewards**, or alternate stewards in their absence, shall have reasonable freedom to perform their duties during nonworking time so long as it does not interfere with the performance of any employee's security duties, provided that on giving the Company notice, the steward shall be entitled to remain on a client's premises to perform their Union-related duties during their nonworking times. Stewards shall be selected by the Union. The Union shall notify the Company in writing of the names of all stewards at the time of selection. Any change in shop stewards will also be communicated in writing to the Company. Stewards are authorized to meet with the Company's branch management on an unpaid basis, should he or she desire to meet with the steward, for the purpose of disposing of problems on an informal basis at job sites so long as it does not interfere with the performance of the steward's security duties.
- 18.6 **Official representatives of the Union** shall be allowed to visit the Company's premises and offices, and to visit the employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Company, there is no objection by the Company's clients, and that the visit is conducted within the client's established access control procedures. Any Union official who wishes to visit or contact employees while on the job shall notify in advance the Company's management of his or her intention to do so prior to their anticipated arrival on the job site or the Company's office, with two (2) business days notification and specify the property he or she intends to visit.
- 18.7 Any gratuities, bonuses, recognition awards, picnics or banquets given by the Company are of a voluntary nature and are not to be considered as part of this Agreement. They, therefore, may be altered or discontinued at any time at the Company's sole discretion.
- 18.8 **Compliance with Agreement:** In order to determine the Company's compliance with the provisions of this Agreement, the Union may, at reasonable times and upon prior request of at least two (2) weeks notice, inspect employee records of covered employees. During this two (2) week period, the Union and the Company will agree on a mutually acceptable date and time for such inspection. It is understood that due to extraordinary circumstances such previously agreed upon date and time may have to be postponed. There will be no more than one (1) extension of more than two (2) weeks per request.
- 18.9 The Company strives to provide a safe work environment for all employees and will comply with applicable regulations from MN OSHA. The Company requires employees to follow their training and report potentially violent situations to their manager or follow such other reporting process required by the Company and its clients, which will be set forth in the Company's policies or post orders. The level of intervention will depend upon the job assignment, post orders, and level of training. The Company does not expect officers who have no such training to physically engage in violent situations or confront individuals armed with weapons. Management shall consider all circumstances including the level of the officer's training before issuing discipline.

ARTICLE 19: DISCIPLINE PROCEDURES

- 19.1 The Company shall be free to discharge employees for refusal to obey lawful orders, incompetence, misrepresentation, intoxication, or any just cause. An employee who has not completed his or her probationary period may be disciplined or discharged without just cause and without recourse to the Grievance and Arbitration procedure set forth in Article 20. All disciplines, including verbal, must be documented in writing, and issued within the prescribed timelines of Section 19.2 below. The Company shall make good faith efforts to present the discipline to the employee in person, with the exception of a lack of response or availability from the employee to meet in person, when the employee and employer mutually agree not to meet in person, in situations involving threats or workplace violence, or for circumstances beyond the Company's control.

- 19.2 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 received two (2) prior written warnings within twelve (12) months of the offense. The issuance of two (2) prior warnings within a twelve (12) month period shall constitute just cause. Absent excused or extraordinary circumstances, warning notices shall be issued within ten (10) 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.
- 19.3 In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not be limited to: insubordination, theft, excessive absenteeism, gross negligence, failure to comply with reasonable rules, policies or directives promulgated by the Company and clearly communicated to the employee, use of unnecessary force or disrespectful treatment of a tenant, visitor or employee and inability or unwillingness to be trained to fulfill existing or modified security needs of the Company, the building owner or its tenants. The Union further understands and agrees that the Company provides an important service to its tenants of a personalized nature to fulfill their security needs, as those needs are perceived by the Company, the building owner and the tenants. Accordingly, the provisions of this Section shall be implemented and interpreted by the parties and by an arbitrator in arbitration proceedings so as to give significant consideration to such needs.
- 19.4 The Company will discharge any employee who is denied registration or whose registration is canceled by the State of Minnesota Board of Private Detective and Protective Agent Services or any other governmental agency. Discharge under this Article for failure to possess a license shall be without recourse to the Grievance Procedure of Article 20. If the Employee is able to resolve their compliance within 30 days, they will be placed on the displaced worker list with full seniority.
- 19.5 The employee and the Union recognize that the customer is the ultimate consumer and ultimately controls the access of the employee and the business of the 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 customer 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 customer of the thoroughness and/or reliability of its investigation, consistent with the Union's duty to provide fair and effective representation to its membership.

ARTICLE 20: GRIEVANCE PROCEDURE

- 20.1 Definition of Grievance: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of compensation, hours and working conditions of the interpretation or application of any of the provision of this Agreement.
- 20.2 Grievance Steps:
- Step 1: An aggrieved employee or employees, accompanied by the building steward, may consult with the employee's supervisor. If a group of employees are involved in the grievance, the steward may act as representative for the employees. The company shall not be required to

recognize any shop steward unless the steward has been previously identified in writing by the Union.

Step 2: An aggrieved employee or employees shall present the grievance in writing to the Company within ten (10) business days from the time it first arose. The Company is allowed ten (10) business days to respond to the Union in writing.

Step 3: If the grievance is not settled in the second step, the Union's representative shall then meet with the Company's designated representative. That meeting will occur within ten (10) business days of receipt of the Company's response. Within five (5) days of this meeting, the Company will notify all parties, in writing, of its decision in this matter.

20.3 No written or verbal warnings or reprimands shall be considered for purposes of progressive discipline after twelve (12) months from the date of the warning or reprimand. This does not apply to past suspensions, EEOC claims, criminal conduct, or violence. It is expressly agreed and understood that the Company shall have equal ability to initiate grievances, but the Company grievances shall commence at Step 3, with a meeting between the Union and the Company. The Company agrees that if an employee is asked to sign a document of disciplinary action, such signature implies only receipt of the documentation.

20.4 Employees may be suspended for three days without pay as part of disciplinary action. Employees that are suspended pending further investigation, but do not receive discipline as a result of the investigation, shall receive pay for lost wages based on missed regularly scheduled hours the employee did not work from the day after the investigatory interview took place through the completion of the investigatory suspension. This provision shall not apply when an employee is suspended pending the outcome of a matter which is in the hands of law enforcement.

20.5 Any grievance which remains unsettled after having been fully processed pursuant to the first three (3) steps of the Grievance Procedure, as set forth in this Article, and which involves the interpretation, application of, or adherence to this Agreement, may use Federal Mediation to resolve the matter. If it is not resolved, either party may, within 10 business days of completion of Step 3 herein, submit the grievance to arbitration with the following procedure:

The Union shall immediately request the Federal Mediation Service to furnish a panel of seven (7) arbitrators from which the parties shall alternatively strike three (3) names each, with the first party to strike to be determined by lot; and thereby select the impartial arbitrator. The union and the employer shall meet to undertake the arbitrator selection process within ten (10) business days of the FMCS furnishing the panel of arbitrators, unless otherwise mutually agreed in writing. The expense of the arbitrator so selected and court reporter (if mutually agreed upon) shall be borne equally to the Company and the Union. Should either party be delinquent in the arbitrator selection process, the other party may provide notice of its intent to unilaterally select an arbitrator. If within 5 business days of receipt of such notice, the delinquent party still has not complied, then the notifying party may unilaterally select an arbitrator from the panel provided from FMCS, and set the date, time and location for an expedited arbitration. Any deadline herein may be extended by mutual written agreement.

20.6 Grievance Timelines: Failure of the Union to process the grievance within the time limit set forth in any step shall be deemed to be a waiver of that grievance. Failure of the Company to process the grievance within the time limit set forth in any step shall render the grievance automatically elevated to the next level in the grievance procedure.

- 20.7 Authority of Arbitrator: No more than one dispute may be submitted to any one arbitrator at the same hearing unless the parties agree to such in writing. The arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision of any grievance properly coming before him/her, but he/she shall not have the authority to amend or modify this Agreement or to establish any terms or conditions of this Agreement nor shall he/she have the authority to award back pay to an employee in a discharge case of a period greater than thirty (30) business days beyond the date the arbitrator is selected. When selected, the parties shall advise the arbitrator that he/she must render his/her decisions within ten (10) business days following the close of the arbitration hearing.
- 20.8 No more than one dispute may be submitted to any one arbitrator at the same hearing unless the parties agree to such in writing. If the Company raises arbitrability as a defense to any grievance, that issue shall be resolved by a neutral arbitrator selected in accordance with Step 4 of this Article.
- 20.9 **Employer Initiated Grievances:** The Employer shall have the right to initiate grievances at Step 3 and those grievances must be submitted in writing to the Union within fifteen (15) business days after the Employer knew or should have known of the incident or occurrence giving rise to the grievance.

ARTICLE 21: SEVERABILITY

- 21.1 **Severability:** 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 22: BIDDING PROCEDURE

- 22.1 Whenever the Company bids or takes over the servicing of any job location, building or establishment covered by this Agreement, and where the daily work being performed amounts to eight (8) hours or more, the Company agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Company. If a customer demands that the incoming Company remove an employee from continued employment at the location, the Company shall have the right to comply with such demand and not offer that employee employment. In the event Company elects to retain said employee, the Company agrees to honor seniority for wage and benefit purposes. The Company must notify the Union within thirty (30) days of starting service at a new account subject to this Agreement.
- 22.2 The Company will honor the security officers' hourly wage rates and seniority at the time a new employer successfully bids an already unionized facility. The outgoing Company will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover. The incoming company will continue healthcare benefits without interruption if applicable, and use its best efforts to honor any dates of scheduled vacation that employees had with the previous employer, as unpaid time off as long as the employee notifies the incoming company immediately. When an incumbent officer is not hired by the new contractor (e.g. because of client demand), and the outgoing Company is unable to place the officer in a comparable position, the employee will be considered as laid off and placed on the layoff list of the outgoing Company.

The Employer shall not reduce the hours the employee works such that the Employer avoids its obligation under this Agreement or any rider to make contributions for health benefits for such employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly to a client account because of a change in client specification, to the greatest extent possible, the Employer shall implement such reduction in a manner that would avoid reducing the Employer's obligation to make contributions for health benefits for employees assigned to such account.

- 22.3 New Non-Union Buildings. If after this Agreement has been implemented, the Company desires to bid or is awarded the contract to provide security at a location, which is not subject to this Agreement, the Company shall set the wages provided the non-economic provisions of this Agreement shall apply to that particular building. Thereafter, the parties shall meet to discuss a reasonable progression of wage and benefit increases, provided that the economic terms of this Agreement shall apply to the non-Union building after the term of the first contractual agreement with the client, or three (3) years from the date of the first contractual agreement became effective, whichever is shorter. Any phase-in schedule agreed to by the parties shall not be deemed a violation of the most favored nations provision.

ARTICLE 23: 401K Retirement Plan

- 23.1 Effective March 1, 2025, employees shall no longer be eligible to participate the Company's 401(k) Plan. Effective March 1, 2025, Eligible employees will be able to participate in the replacement 401(k) fund, described in Section 23.2 below. The discontinuation of the Company's own 401(k) shall not affect any vested benefit or account balance for currently enrolled participants.

- 23.2 SEIU Local 1 Suburban 401(k) Retirement Savings Fund.

By the execution of this Agreement, and effective March 1, 2025, the Employer and the Union agree to be bound by the Agreement and Declaration of the Trust of the Local No. 1 Suburban 401(k) Savings Trust Fund ("Trust") as may be amended from time to time, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all policies and procedures established and actions taken by the Trustees pursuant to said Trust (including the collection policy).

The Company agrees to contribute to Local No. 1 Suburban 401(k) Savings Plan ("Plan" or the "Fund") the sums set forth below for each regular full-time security officer covered by this Agreement for the purpose of providing retirement benefits under the Plan. Company contributions and remittance reports shall be due in the Fund's bank depository on or before the 25th day following the month in which the hours were worked for which the Company is obligated to contribute to the Fund.

Effective March 1, 2025, and for the duration of the Agreement, the Company shall contribute to the Plan at the rate of fifteen cents (\$0.15) per regular, non-overtime hours actually worked for each post-probationary regular full-time security officer (up to a maximum of 40 hours per week and 2,080 hours per year).

ARTICLE 24: WAIVER

24.1 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 or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as required by law.

The wages and fringe benefits set forth in this Agreement and any Appendices are minimum conditions and the Company may provide greater wages and/or fringe benefits at any time in its sole discretion. Therefore they may be altered or discontinued at any time in the Company’s sole discretion. In the event of such alteration or discontinuance to the extent possible, the Company will provide as much notice as practically possible to the employees regarding open positions.

ARTICLE 25: TERMS & DURATION OF AGREEMENT

25.1 This Agreement shall be in full force and effect from March 1, 2024, to and including February 29, 2028 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 February of any year thereafter, in which terminations or amendments are requested.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on behalf of the parties this ___th day of _____, 2024.

Service Employees International Union - Local 26 Signature: Name: Greg Wamacher Title: President	Securitas Security Services USA, Inc. Signature: Name: Jeremy Cobarr Title: Director of Labor Relations	Viking Security Signature: Name: David Warrick Title: branch manager	Whelan Security Co., dba GardaWorld Security Services Signature: Name: Mike Prisoop Title: Assistant General Counsel
American Security, L.L.C. Signature: Name: Frank Pirovic Title: President and COO	BEST CROWD MANAGEMENT, INC. Signature: Name: Mike Prisoop Title: Assistant General Counsel	universal protection service, LP d/b/a AT1 Signature: Name: David Chapla Title: vice President, Labor Relations	Next Global Security Inc. Signature: Name: Barma Malekebu Title: CEO
ACTS - Airport Services, Inc. Signature: Name: Samuel Suchman Title: President	METRO ONE LPSC, INC. Signature: Name: Joseph Anzky Title: President	Prosecur Services Group, Inc. Signature: Name: William A. O'Brien Title: Senior Vice President	

Appendix I – Events work

This Agreement is made and entered into by and between the Union and the Employer. The following provisions apply only to event work. Any non-event, regularly scheduled security work in the seven-county metro area is excluded from this appendix and is covered under the full terms of the Minneapolis -St Paul Master Security Contract (the “CBA”). For the event work covered under this appendix, all CBA provisions shall remain in full effect with the exception of what is amended below. This appendix expires with the CBA.

- 1. Event officer wages shall be no less than the following minimums:

Effective				
	7/1/24	7/1/25	7/1/26	7/1/27
	\$18.65	\$19.45	\$20.10	\$20.75

- a. Any officer above these minimum rates would get a raise of \$.50
 - b. Leads shall receive a differential of \$1.00 over the scales above. Leads are a part of the union, and do not have the power to hire, or fire. They are assigned at the company’s discretion, and do not include Area Directors, Event Managers or Account Management.
 - c. Guest services positions (such as ushers, badge checkers, ticket takers, and coat check) and licensed security Event officer positions are all covered under the minimums in (a). Work before, during and after the event is included.
- 2. **Event hours shall be assigned** in the following order:
 - a. Union members at other buildings or on the layoff list, who are employees of the company, and who indicate their availability in writing with the company, shall be given preference for hours on event work, provided it doesn’t result in overtime, and is paid at the event rates above.
 - b. The Employer may directly hire new event workers and preference will be given to any staffing source that is signatory with SEIU Local 26.
 - c. The Employer may contract with temporary/staffing agencies for event work. If the employer subcontracts event work, preference will be given to any source that is signatory with the Union. If none is available, then the Employer may contract with another source. Workers from staffing agencies or non-profit groups must be hired and trained in compliance with the law.
 - 3. **Event officer Seniority and benefits**
 - a. Scheduling: When a scheduled shift is confirmed, it shall not be changed with less than 24 hours’ notice. An employee who arrives for an event that has been cancelled with less than 24 hours notice they shall receive 4 hours pay. The company shall meet with the union in a Labor Management committee meetings to discuss issues as determined by the parties, including scheduling, safety and assignment issues. These meetings will occur at a minimum of every six months.
 - b. Events with 50 or more employees: Employees with 5 years of seniority would be eligible to be scheduled on a seniority bases for events that require more than 50 employees assigned to that specific event.
 - c. Events under 50 employees: Employees with the seniority levels outlined below

would be eligible for receive the days outlined as seniority days that can be used to gain access to work any event that the employee is qualified to work. It is understood that the employer can only schedule the number of employees ordered by the client. If there are multiple employees that apply their seniority days to the same event that would exceed the clients staffing order the shifts would be awarded on a traditional seniority bases based on the individuals that requested to work the event. Seniority days do not carry over from year to year.

Years of Seniority	Annual Seniority Days
3 years	30
5 Years	60
8 years	90

- d. If an employee is inactive for more than 30 days, they will lose their seniority and start over with zero seniority the next time they work. Inactive shall be defined as not working or bidding on work for 30 calendar days, and excluding approved leaves of absence, including but not limited to FMLA, sick days or vacation.
- e. If an Event Officer who has more than 500 hours worked wishes to transfer to a non- event based full time or part time regular position with the Employer covered under the CBA, their seniority will be based on the date that they were hired for the event based position. These Event Officers must follow the entire interview and hiring process, pass all background checks, and complete all other standard hiring procedures of the Employer to qualify for transfer into a non-event based position.
- f. If an employee of Employer is convicted of a crime that disqualifies them from employment, the employee will be terminated per company policy.
- g. Event officers will pay 2.1% of their wages as union dues in a month. This dues payment shall not occur for full time and part time officers who are just picking up extra hours at events, as they already paid their dues via their regular position.
- h. Event officers shall accrue paid sick days at a ratio of 1 hour for every 30 hours worked, up to a maximum of 48 hours per year, and 80 hours total.
- i. If they average 30 hours or more of work for the previous 3 months,
 - i. they shall be offered enrollment in the union healthcare plan per the CBA, and
 - ii. they shall be eligible for any payroll deduction short term loan plan agreed to in the CBA.
- j. The Employer shall endeavor to give each employee an uninterrupted thirty-minute meal break for every 8 hours worked. It shall be understood, however, that while the nature of security work may make direct relief by another individual impossible, employees do have the opportunity during the majority of their shifts to take an interrupted meal break on or near their assigned post. Employees required to remain on or near their assigned post for an unrelieved meal break shall be paid for that time. Further, the Employer shall provide essential restroom breaks for every 4 hours worked. The Employer and the Union agree this provision shall meet the spirit and intent of applicable laws concerning meal and rest breaks. Breaks shall require consultation and approval by employees' supervisor. Best will make a good faith effort to improve break accommodations through discussions with clients.

4. If during the term of this Agreement or Appendix, the Union makes an agreement giving

any security contractor any terms or conditions which are more favorable to that Employer than is provided in this Agreement or Appendix, this Employer shall be privileged to forthwith adopt such advantageous articles, section, appendixes, side letter, or conditions in their entirety, provide only that the Employer has sent written notice to the Union calling the matter to its attention. It is further agreed that the Union will disclose, upon request, copies of any and all collective bargaining agreements, side letters, or memorandum of agreement, etc., made between the Union and any other employer or group of employers regarding events security work.

5. The Company may designate no more than 3 events per calendar year as high priority and must follow the below protocols:
 1. Post for volunteers first.
 2. Then assign by reverse seniority.
 3. If a member can prove a conflict with no less than 10 days' notice such as shift at another job, tickets for out-of-town travel, a doctor's appointment, or FMLA, then no discipline shall be given.
 4. Missing a high priority event will accrue 1 point.

Appendix II: Residential Work

This side letter agreement is entered into between Service Employees International Union (SEIU) Local 26 (the “Union”) and the signatory employers to the Collective Bargaining Agreement (the “Company”) and covers situations when the Company takes over a non-union account in buildings that are primarily residential, whether they are condominiums or rentals (“residential accounts”).

For any work covered by this sideletter, the Company shall apply the full terms of the CBA, with the addition of the following explicit provisions when taking over new residential accounts from a non-union contractor:

1. At any residential account that the Company is taking over from a non-union contractor, the Company shall offer employment to all the employees of the outgoing employer as long as the employee is not specifically excluded by the client, and meets the company’s reasonable hiring requirements.
2. The Company shall meet in good faith with the Union to discuss whether and how the Company can, either immediately or with an agreed-upon phase-in process: (i) maintain the pay rates from the outgoing employer for all hired employees (if higher than the contract minimums); and (ii) recognize the employees’ years of service in the particular residential account building for purposes of CBA benefits, including vacation and sick day accruals.
3. Articles 22.1 and 22.2 of the CBA shall apply where the Company takes over a residential account from a contractor who is a current signatory to the CBA. This side letter does not supersede Article 22.3 of the CBA when the Company takes over non-union accounts which are not primarily residential.