

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DELAWARE RIVER WATERFRONT CORPORATION

AND

PHILADELPHIA SECURITY OFFICERS' UNION
(PSOU)

Effective

July 1, 2014

to

June 30, 2017

This AGREEMENT is made this, November 26, 2014 by and between **Philadelphia Security Officers' Union (PSOU)**, (hereinafter referred to as the "Union") and **Delaware River Waterfront Corporation** (hereinafter referred to as the "Employer" or "Company").

For the purposes of mutual understanding and mutual benefit, it is hereby agreed that:

Article I – Recognition and Scope of Agreement

- 1.1 This Agreement shall apply to all full-time, and regular part-time security guards employed by the Employer at its 301 S. Columbus Boulevard, Philadelphia, Pennsylvania Visitor's Center facility. This Agreement shall not apply to guards who are hired on a casual or seasonal basis. All employees shall serve a six (6) month introductory period during which they shall not be covered by this agreement. The Employer may extend this introductory period by three (3) months in order to allow for additional time to evaluate an employee in certain areas by mutual agreement with the Union.
- 1.2 The Union is recognized as the exclusive collective bargaining representative as certified by the National Labor Relations Board in Case 4-RC-21738.

Article II – Union Security

- 2.1 It shall be a condition of employment that all Employees covered by this Agreement shall become and remain members of the Union on the 31st day following the date this Article applies to their work location or their employment, whichever is later. The requirement of membership under this Article is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

Article III – Check-off

- 3.1 The Employer agrees to deduct from the employee's paycheck all initiation fees and periodic dues as required by the Union upon presentation by the Union of individual authorizations as required by law, signed by the employees directing the Employer to make deductions from the employee's paycheck each month and remit same to Union not later than the 20th of the month following the month in which such deductions were made.
- 3.2 The Union will furnish the forms to be used for authorization.
- 3.3 The Union will hold the Employer free and harmless and defend against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer for the purposes of complying with any of the provisions of this Article, including court costs and reasonable fees.

Article IV – Discipline and Discharge

- 4.1 Employees may not be discharged or disciplined except for just cause. All discipline shall remain in an employee's file for one year, and shall be removed provided the

employee is not subjected to additional discipline during the twelve (12) month period. Upon request of the Union, the Employer shall give the Union a written statement of the general grounds for discharge, discipline or suspension within a reasonable time not to exceed ten (10) business days after the discharge, discipline or suspension.

Article V – No Strikes and No Lockouts

- 5.1 There shall be no strikes or work stoppages by Employees or the Union during the term of this Agreement, including, but not limited to, sympathy strikes. Likewise, employees may not refuse to cross any picket line at the Employer's site. Correspondingly, the Employer shall not lock out Employees during the term of this Agreement.

Article VI – No Discrimination

- 6.1 The Union and the Employer agree they shall not discriminate against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status because of race, color, ancestry, religion, creed, national origin, age, sex, military status, 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.

Article VII – Union Representation and Access

- 7.1 An official representative of the Union, who may be a non-employee Union representative, shall be allowed to visit locations served by the Employer, and to visit with the employees on the job during the employee's non-working time 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 Employer's business or operation, or the employee's performance of work. Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification.
- 7.2 Union Shop Stewards or Union Officers shall have reasonable freedom to perform their union related duties during non-working time, provided that there shall be no interference of any type or manner with the conduct of the Employer's business or operation or the employee's performance of work, and there is no objection by the Employer's client. The Union shall notify the Employer in writing of the names of all Stewards and Officers at the time of selection. Any change in Shop Stewards or Union Officers will also be communicated in writing to the Employer.
- 7.3 All employees shall have the right to request the presence of a Union Steward during any investigatory meeting which the employee reasonably believes might result in a discipline. At the commencement of any investigatory meeting, the Employer shall notify the employee that he or she may have a Union Steward present during the meeting.

7.4 The Employer agrees to furnish a secure bulletin board for posting notices dealing with Official Union business.

Article VIII – Seniority

8.1 Seniority shall be defined as an Employee's length of service within the bargaining unit with the Employer or within a bargaining unit position at the site, whichever is greater.

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

- a) resignation, retirement, or voluntary termination;
- b) discharge for cause;
- c) voluntary promotion into any non-bargaining unit position, unless an Employee returns to the bargaining unit within six (6) months of the promotion in which case the Employee's length of seniority shall be fully restored, less any time spent in the non-bargaining unit position;
- d) failure to return to work after any leave within three (3) calendar days after a scheduled date for return unless prior written notice is received by the Employer.

8.3 Assignments, including bidding on open shifts, promotions, the filling of vacancies, layoffs and recalls shall be determined on the basis of seniority, provided that the Employee is qualified and available for work.

8.4 When a shift becomes open, the Employer shall post the bid and will consider current bargaining unit employees by seniority prior to filling the position with an outside candidate.

Article IX – Labor Management Committee

9.1 The Union and Employer agree to create a Labor Management Committee comprised of two (2) members from the Union and two (2) members from the Employer to meet quarterly, or as issues arise, and to discuss issues such as training, safety and other issues.

Article X-Workweek/Overtime

10.1 The Employer shall schedule employees to work five (5) days per week and eight (8) hours per day. Adjustments to employees' schedules may be made with mutual assent. At least two (2) employees shall be assigned to each shift.

10.2 Employees regularly scheduled to work shall be paid at one and one-half (1½) times their regular hourly rate of pay for hours worked in excess of forty (40) hours during a workweek. There shall be no pyramiding or duplication of hours for purposes of

overtime calculation. The Employer shall seek volunteers for any available overtime by utilizing a posted overtime volunteer list. Any overtime work shall be distributed to employees assuming the employee is qualified to perform the work based on seniority. In the event the Employer does not receive sufficient volunteers to perform the overtime at issue, the Employer may require employees to perform the work. In making such assignments the Employer shall select individuals using inverse seniority. In the event of unforeseen overtime, the Employer may schedule the overtime without posting or referring to the volunteer list.

- 10.3 In staffing the River Rink, the Employer shall be permitted to hire seasonal employees or utilize contract employees, who shall not be included in the bargaining unit.
- 10.4 In staffing concerts and events, the Employer shall offer these shifts to bargaining unit employees, before utilizing any seasonal employees or contract employees, provided that it does not result in creating overtime for the bargaining unit employees. Further, employees who are scheduled to work their regular shift shall not be displaced by seasonal or contract employees.
- 10.5 All covered employees shall be free to eat their lunch and take comfort breaks during working hours.
- 10.6 Upon completion of the the permanent bike path, the Employer shall staff the bike path with an officer who shall be included in the bargaining unit.

Article XI – No Subcontracting

- 11.1 The Employer shall be permitted to use contract employees to perform security work. However, the Employer shall not use contract employees or seasonal or casual employees to erode bargaining unit work or hours.

Article XII – Wages

- 12.1 Wages and classifications of positions shall be as shown in Exhibit "A."

Article XIII – Holidays

- 13.1 The following holidays shall be designated for all Employees on the days on which they are legally observed: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 13.2 All Employees shall be paid for eight (8) hours of straight time for the holidays listed in Section 13.1. Employees who work on any holiday listed in Section 13.1 shall be paid for eight (8) hours, plus for the hours worked. In the alternative, an employee who works on any holiday listed in Section 13.1 may be paid for hours worked, and may take a floating day at a later date.

- 13.3 In order to qualify for holiday pay, Employees must work their last regularly scheduled shift before the holiday and their next regularly scheduled shift following the holiday, provided, that Employees who are absent on one (1) or more days due to approved vacation or sick leave shall be entitled to holiday pay.
- 13.4 In scheduling employees to work on a holiday, the Employer will offer the work to the employees who would regularly be scheduled to work, then to volunteers by seniority, and if there remain positions open, the work will be assigned by inverse seniority.

Article XIV – Paid Time Off

- 14.1 All employees shall be entitled to paid time off (PTO) with pay. Based on the number of completed years of service, each employee shall earn PTO at the beginning of the year starting with their anniversary date at the following rates:

Completed Years of Service	PTO Per Calendar Year
Up to 1 year (subject to completion of introductory period)	3 days per year
1 to 5 years	8 days per year
5 to 10 years	13 days per year
10 or more years	18 days per year

- 14.2 Except in case of extreme emergency, all requests for PTO must be made at least seven (7) days in advance, and in case of sickness or illness at least two hours before the employee's shift. Requests for PTO shall not be unreasonably denied.
- 14.3 PTO may be used in increments of half-days or full days.
- 14.4 No employee may carry over unused PTO days from one calendar year to the next.
- 14.5 Employees serving their introductory period shall accrue PTO, but may not use it until completion of their introductory period.

Article XV – Funeral Leave

- 15.1 The Employer shall provide up to four (4) days of paid leave for employees for the death of an immediate family member. One (1) day of paid funeral leave will be provided for the death of an extended family member.
- 15.2 "Immediate family" shall be defined as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling, and the employee's child's spouse. "Extended family" shall be defined as grandparents, grandchildren, brothers-in-law, sisters-in-law, aunts, uncles and cousins.

Article XVI – Jury Duty

- 16.1 Upon request, employees shall receive paid jury leave for time spent serving jury duty. Employees must remit his or her stipend to the Employer.
- 16.2 Employees must show the jury duty summons to his or her supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence.

Article XVII – 401(k) Fund

- 17.1 Bargaining unit employees shall be eligible to participate in the 401(k) fund maintained and administered by the Employer.

Article XVIII – Grievance and Arbitration

- 18.1 All complaints, disputes, controversies, and grievances arising solely between Employer and the Union or between Employer and any Employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of the provisions of this Agreement, shall be adjusted by and between the parties exclusively in the manner provided in this Article XXIII.
- 18.2 The Employer shall not be required to consider any grievance which has not been presented to Employer within ten (10) business days following the date on which the situation or incident first became known, or should reasonably have become known, to the Union and/or Employee(s) affected. For purposes of the ten (10) day period referenced above, grievances over the amount of compensation shall be deemed to have occurred at the time payment is made.
- 18.3 An aggrieved Employee, either with or without a Union representative, shall first take up a matter with his/her supervisor. The issue raised by the Employee may be adjusted in a manner not inconsistent with the terms of this Agreement.
- 18.4 If a dispute covered by this Article cannot be resolved informally between the Union and the Employer as described in Paragraph 23.3, the Union shall submit the grievance in writing within the time prescribed in Paragraph 23.2 under the following procedure:
 - Step 1.** The written grievance must be presented to the designated Employer representative and shall state the specific nature of the alleged violation of the Agreement and the remedy or correction desired, including specifying the section of the collective bargaining agreement alleged to be violated.
 - Step 2.** The Employer and Union shall meet to address and answer the grievance within ten (10) business days of receipt. The Employer shall provide a written response within five (5) days of the meeting.

- 18.5 If the grievance has not been settled under the procedure outlined in Paragraph 18.4, the grieving party may submit the grievance to arbitration by written notice to the responding party's representative within thirty (30) days after receipt of the Employer's written response. The parties agree that only matters involving contract interpretation and discipline of discharge or suspension shall be subject to arbitration. In the event that an employee is discharged or suspended due to progressive discipline, the Union reserves the right to challenge any or all of the underlying discipline which led to the suspension or discharge at arbitration. The parties agree to follow the American Arbitration Association rules for labor arbitration.
- 18.6 Expenses of the arbitrator, hearing room, mutually shared amenities, and any incidental expenses shall be shared equally by the parties. Each party shall bear the costs of their own travel, room and board, witnesses, legal counsel and other expenses.
- 18.7 The arbitrator's decision shall be final and binding on the Employer, the Union and any Employee(s) involved, subject to the parties' rights to judicial review of the award. However, the arbitrator shall not have the right or the power to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) presented to him/her jointly by Employer and the Union, unless the parties cannot agree on the issue and then the arbitrator shall also decide the scope of the issue.
- 18.8 The willful failure of either party to appear before the arbitrator will not serve to invalidate the proceedings, nor will the willful failure of either party to present his or her case at the time of the hearing serve to delay or invalidate the decision of the arbitrator.
- 18.9 The time limits set forth in this Article XXIII may be modified or waived at any time by mutual agreement of the parties. Unless so modified or waived, the time limits stated herein shall be strictly construed. If a party fails to respond, or timely respond, the other party may appeal the grievance to the next step. Waiver or modification of time limit shall not be considered a waiver or modification of any other provision of this Agreement (including any other time limit) under any circumstances. Waiver or modification of any time limits set forth in this Article on one occasion shall not be deemed to effect a waiver or modification of any such time limits on any other occasion.
- 18.10 Grievances by Employer alleging a violation of the terms of this Agreement shall be presented in accordance with the provisions of Step 2 of the Grievance Procedure, with the moving and responding parties reversed, but otherwise the process shall proceed as described up to and including arbitration. In the event of an alleged violation of Article V, either party may seek recourse through the courts or NLRB without having to exhaust the time limits in this Article 18.
- 18.11 Any grievance arising in whole or in part after termination of this Agreement shall not be subject to arbitration as set forth above, unless Employer and the Union agree otherwise in writing.

Article XIX – Temporary Assignments

- 19.1 The parties recognize that the Employer is responsible for expanding and developing the Philadelphia Waterfront. In connection with this responsibility, the Employer may create temporary assignments for newly serviced areas.
- 19.2 When creating temporary assignments, the Employer will meet with the Union and discuss the location and length of these temporary assignments.
- 19.3 Employees working on these temporary assignments will not be covered by this Agreement for the first six (6) months of employment. However, employees working on temporary assignments at the time this Agreement is ratified, shall be covered by this Agreement, subject to completing their introductory period.
- 19.4 Employees working on temporary assignments shall have the right of first refusal for job openings within the bargaining unit unless employees on layoff qualify under Article 8.3.

Article XX – Rights of the Company

- 20.1 All management rights, powers, functions and prerogatives, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall, unless abridged by this Agreement, remain vested exclusively in the Company, including, but not limited to, the management and operation of the Company's business, the right to establish or change hours of work, shifts and schedules, the right to establish or change employees' work duties, the right to conduct drug and alcohol tests and discipline employees for non-compliance with the Company's drug and alcohol policy, the right to maintain order and efficiency, the right to introduce new or improved equipment, procedures and methods or make technological changes, the right to contract or subcontract work, the right to make and enforce safety and security rules, the right to make and change reasonable work rules and rules of conduct, the right to determine the number of employees, the assignment of duties thereto and the right to change, reduce or increase the same, and the right to direct the workforce, including hiring, selecting and training new employees, and assigning, scheduling, promoting, demoting, laying off, recalling, promoting, retiring, suspending, discharging and disciplining employees.

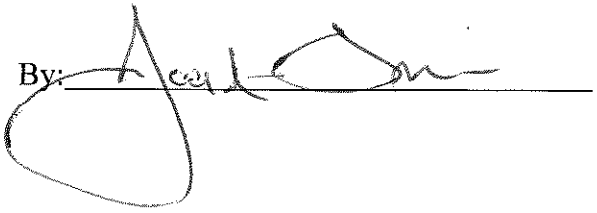
Article XXI – Health and Welfare

- 21.1 All employees who work an average of thirty (30) hours per week shall be eligible to participate in the Employer's medical insurance plan, and the Employer's medical insurance plan shall be maintained in compliance with all applicable laws. Employees shall contribute 20% of the cost of the premium and the Employer shall contribute 80% of the cost of the premium. Eligible employees shall be eligible for medical insurance on his/her 91st day of employment.

Article XXII – Duration

22.1 This Agreement shall become effective on July 1, 2014, and shall remain in full force and effect through June 30, 2017, when it shall terminate and shall thereafter renew year to year, unless either party desires to modify or terminate this Agreement at the end of its term. Written notice regarding a party's intent to modify or terminate the Agreement must be provided to the other party at least sixty (60) days prior to the expiration date of this Agreement.

Delaware River Waterfront Corporation

By:  _____

Philadelphia Security Officers Union

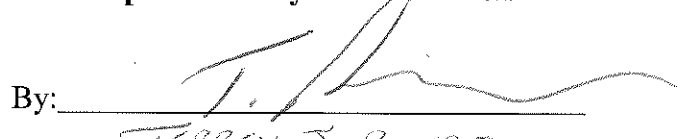
By:  _____
TERRELL J. RIVERS
PRESIDENT.

EXHIBIT A

I. WAGE INCREASES

- (A) Effective July 1, 2014, all employees shall receive an increase of \$ 0.56 per hour in his or her regular hourly rate.
- (B) Effective January 1, 2015, all employees shall receive an increase of \$ 0.56 per hour in his or her regular hourly rate.
- (C) Effective July 1, 2015, all employees shall receive an increase of \$0.50 per hour in his or her regular hourly rate.
- (D) Effective July 1, 2016, all employees shall receive an hourly rate increase calculated by dividing the most recently published Consumer Price Index for all Urban Consumers (CP-U) all items index, Philadelphia, Pennsylvania.

All newly hired Collective Bargaining employees, after they have reached their introductory period, shall receive an hourly rate of \$10.00 per hour, and shall thereafter receive any contractual increases. This does not apply to security guards hired for temporary, seasonal, rink security employees and contracted events.

II. RATIFICATION BONUS

- (A) Effective at the ratification of this collective bargaining agreement, all employees shall receive a \$300.00 bonus.

III. UNIFORM ALLOWANCE

- (A) The Employer shall supply uniforms, including shoes, to all employees at no cost to the employee.