

COLLECTIVE BARGAINING AGREEMENT

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BETWEEN

ALLIED UNIVERSAL SECURITY SERVICES

AND

PHILADELPHIA SECURITY OFFICERS' UNION  
(PSOU)



Effective

May 1, 2017

to

April 30, 2020

This Agreement, entered into as of the 11<sup>th</sup> day of October, 2017, by and between Allied Universal Security Services (hereinafter referred to as "the Company" or "the Employer") and the Philadelphia Security Officers Union (PSOU) (hereinafter referred to as "the Union"), shall provide as follows:

### **Article I – Recognition and Scope of Agreement**

- 1.1 This Agreement shall apply to all full-time and regular part-time Security Officers who are employed in or assigned the following locations of the Employer assigned to the Philadelphia Museum of Art (PMA):
  - (1) Main Building located at 26<sup>th</sup> Street and the Benjamin Franklin Parkway;
  - (2) Perelman Building located at Fairmount and Pennsylvania Avenues;
  - (3) Rodin Museum located at 22<sup>nd</sup> Street and Benjamin Franklin Parkway;
  - (4) Mount Pleasant Historic House at 3800 Mount Pleasant Drive; and
  - (5) Cedar Grove Historic House located at 1 Cedar Grove Drive.
- 1.2 Excluded employees are managers, supervisors (Captains, Lieutenants), professionals, confidential employees, non-security officer employees, and clericals within the meaning of the Labor Management Relations Act (hereinafter referred to as "LMRA"). Security Officers employed directly by the customer of a location set forth above shall not be covered by this Agreement; and provided further, that in the event there are not qualified individuals available from the bargaining unit, the Employer may hire or engage security personnel to perform specialized functions (such as, but not limited to, canine patrols, armed guards, and/or staffing related to short-term events) for up to and including 120 days without such personnel being covered by the terms of this Agreement, subject to extension by mutual consent. The hiring or engaging of these individuals shall not result in the displacement of bargaining unit employees.
- 1.3 The Union is recognized as the exclusive collective bargaining representative as certified by the National Labor Relations Board in Case 4-RC-21590 for all classifications of security employees within the bargaining unit defined above.

### **Article II – Union Security**

It shall be a condition of employment that all Employees covered by this Agreement shall become and remain members of the Union on the 31<sup>st</sup> 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 such deductions from the employee's paycheck each month and remit same to Union not later than the 20<sup>th</sup> 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. 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.
- 4.2 Employees shall have a trial or probationary period of ninety (90) days during which they may be discharged or disciplined without recourse to the grievance and arbitration procedure set forth in Article XXI below.
- 4.3 When a security-related incident occurs on a job site that is or can be reasonably construed as injurious to a customer, the Employer will first investigate the incident. Thereafter, the Employer may involve the Union in an effort to ensure that the incident is resolved and/or the customer is satisfied that all reasonable avenues have been pursued to their completion. The Union, consistent with the Union's duty to provide fair and effective representation to its membership, will not impede any reasonable steps which may assist the Employer in convincing the customer of the thoroughness and/or reliability of its investigation and/or actions consistent with the Union's duty to provide fair and effective representation to its membership.

### **Article V – Drug and Alcohol Testing and Background Checks**

- 5.1 The Employer shall have the right to require applicants to be drug tested or screened or to satisfy other background checks or requirements imposed by either the Employer or its customers. Applicants who fail to satisfactorily complete such pre-employment tests, screens or checks may be denied employment without resort to the grievance or arbitration procedure.



- 5.2 The Employer may also test a current Employee at any time for reasonable cause (suspicion) after an accident involving an Employee that has occurred while the Employee was on duty, or randomly (as that term is used in the Company's Testing Policy). Refusal to submit to a drug test will be treated as though a positive test result has occurred and the Employee will be terminated. The use of a prescribed medication shall not be cause for discipline, provided that it does not impact an Employee's ability to perform his or her job.
- 5.3 An employee may voluntarily seek treatment under the Employer's drug and alcohol policy. A decision to seek such assistance shall not be used as the basis for disciplinary action and will not be used against the individual in any disciplinary proceeding.
- 5.4 There shall not be any deduction from pay for the cost of employment examinations, physical or otherwise, or for any drug tests or screens, or background checks, required or requested by the Employer.

#### **Article VI – No Strikes, Picketing or Other Interruption of Work**

- 6.1 There shall be no strikes (including, but not limited to, economic, unfair labor practice or sympathy strikes), picketing, handbilling, leafleting, distribution of literature, public appeals, or demonstrations directed at non-bargaining unit members, involving matters or disputes regarding the terms and conditions of this Agreement. Additionally there shall be no or work stoppages or job actions by Employees or the Union, relating to this bargaining unit, or lockouts, during the term of this Agreement. In the event of a strike of another labor group or the Union involving the customer's property or operations, the Employees will remain on the job for protection of life, limb, and property, and shall not be required to assume duties outside the scope of this Agreement.

#### **Article VII – Management Rights**

- 7.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of management, but not intended as a wholly inclusive list of them, are the right: to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same; to transfer or relocate any or all of the operations of the business to any location or to discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number and/or length of work shifts, their starting and ending times and determine the work duties of employees; to promulgate, post and enforce reasonable rules and regulations governing the conduct and actions of employees during working hours; to require the occasional performance of duties other than those normally assigned be performed; to select supervisory employees; to train employees; to



discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the needs of the business; to discipline, suspend and discharge for just cause; to relieve employees from duty for lack of work or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any location, even though employees at that location may be laid off or relieved from duty as a result. In no case will this Article be used for the purpose of unlawfully discriminating against any employees.

- 7.2 The foregoing statements of management rights and Employer functions are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions and rights not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement and any supplementary subsequent Agreement which may be made and executed by the parties. In any arbitration in which the Employer's rule or regulation is found to be unreasonable, the arbitrator may only order rescission of the rule or regulation, and may not modify or alter the rule or regulation in any manner.
- 7.3 The Union recognizes that the Employer provides a service of critical importance to the customer and that this Agreement shall be interpreted so as to give primary consideration to customer needs and preferences, provided that the foregoing will not be construed to abrogate any rights under this Agreement. If a customer demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand. However, in such cases involving client mandated removal, the Employer will confer with the Union regarding the matter and use its best efforts to place him/her, during a fourteen (14) day period at another account or location. If an employee who has been removed from a location who subsequently declines two (2) job offers with the Employer during the fourteen day period, as referenced above, the Employer shall have no further obligation toward the employee, and that employee shall be considered a voluntary quit. In such case involving client mandated removal, there shall be no recourse by Employee to the Grievance and Arbitration provision contained herein.

#### **Article VIII – No Discrimination**

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 IX – Union Representation and Access**

- 9.1 Official representatives of the Union, including non-employee Union representatives, shall be allowed to visit locations served by the Employer, and to visit with the employees on the job for the purposes of determining that this Agreement is being carried out, provided that there shall be no interference of any type or manner with the conduct of the client's business, Employer's operation, or the employee's performance of work, and there is no objection by the Employer's client. Any Union official who wishes to visit or contact employees while on the job shall provide advance notification to the Employer's management of his/her intention to do so prior to their anticipated arrival on the job site or the Employer's office with two (2) business days notification and specify the property he or she wants to visit. This rule shall not apply to public areas.
- 9.2 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 client's business, Employer's operation or the employee's performance of work, and there is no objection by the Employer's client. The Union shall notify the Employer in writing of the names of all Stewards and Officers at the time of selection. Any change in Shop Stewards or Union Officers will also be communicated in writing to the Employer.
- 9.3 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.
- 9.4 The Employer agrees to furnish a secure bulletin board for posting notices dealing with Official Union business. All postings are subject to Management review and shall not disparage the Company or client.

### **Article X – Seniority**

- 10.1 Seniority shall be defined as an Employee's length of service with the Employer or at the facility, whichever is greater.
- 10.2 After completion of the trial or probationary period described in Article IV of this Agreement, an Employee shall attain seniority as of his/her original date of employment.
- 10.3 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) inactive employment for any reason exceeding six months or an Employee's length of seniority, whichever is less; or
  - e) 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.
- 10.4 Assignments, promotions, the filling of vacancies, layoffs and recalls shall be determined on the basis of seniority, provided that in the sole and exclusive opinion of the Employer, the Employee is qualified, suitable and available for work. Seniority shall be determinative when, and only when, all other job-related factors are equal.
- 10.5 An Employee who is laid-off or otherwise displaced shall not be permitted to bump a less senior Employee at another facility, but shall be permitted to obtain a vacant position at another location subject to available vacancies. The Employer will give first consideration when filling vacancies to Employees on a recall list. Employees may remain on the recall list for six (6) months.

#### **Article XI – Training**

- 11.1 The Employer and the Union are committed to providing the Employer's customers, and their tenants, with security personnel whose training meets all applicable standards and ensures a high level of customer services.
- 11.2 Employees shall be required to successfully complete all training established and mandated by the Employer. The Employer retains the sole discretion to determine the type and scope of such training. In addition, the Employer may require additional training for Employees tailored to classifications that the Employer may establish or for other reasons that the Employer determines appropriate.
- 11.3 Unless otherwise addressed herein, Employees shall not be required to pay for the cost of any training required by the Employer. The Employees shall be responsible, however, for the payment of all applicable state licensing fees. All individuals who desire to work for the Employer must complete New Employee Orientation, "NEO" training prior to beginning their employment. Any time spent in NEO training or any other pre-employment training, shall not be considered compensable time. Any time spent by an Employee in Employer-mandated training provided by the Employer, other than NEO training or any other pre-employment training, shall be considered compensable time.

### **Article XII-Workweek/Overtime**

- 12.1 Employees called into work for any time not consecutive with their regular schedule shall be paid for at least four (4) hours of work at straight time, subject to applicable wage and hour laws.
- 12.2 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. Hours not actually worked shall not be included in the overtime calculation. 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.

### **Article XIII – Method of Pay**

- 13.1 Employees shall be paid on a bi-weekly basis. Unless prevented by an intervening holiday or other event, Employees shall be paid no later than eight (8) days after the pay period ends. Employees shall receive pay statements itemizing hours worked, rates of pay, and any deductions from their pay.
- 13.2 The Employer may require that, at no cost to the Employee, an Employee's check be electronically deposited at the Employee's designated bank, or that other improved technological methods of payment be used. The Union shall be notified by the Employer of this arrangement.

### **Article XIV – Wages**

- 14.1 All bargaining unit employees shall receive the following hourly wage increases:
- |                    |  |
|--------------------|--|
| September 1, 2017: | 3.00% hourly wage increase and \$200.00 bonus payable within 30 days of ratification |
| September 1, 2018: | 2.50% hourly wage increase   |
| September 1, 2019: | 2.50% hourly wage increase   |

The hourly wage for new hire employees shall be \$11.00.



#### **Article XV – Holidays**

- 15.1 The following holidays shall be designated for all Employees on the days on which they are legally observed: New Year's Day (January 1), Martin Luther King, Jr. Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).
- 15.2 Employees who work on any holiday listed in Section 15.1 shall be paid one and one-half (1½) times his/her hourly rate.
- 15.3 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.
- 15.4 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 XVI – Leaves of Absence**

- 16.1 Once during the term of this Agreement, Employees may request an unpaid emergency leave of absence if they have been employed at least one (1) year. The Employer shall not unreasonably withhold approval of such leave providing the leave is compatible with the proper operation of the location. Emergency leave may be requested on an emergency basis, provided that upon the Employee's return to work the Employer may request documentation of the emergency. Where said leave extends beyond thirty (30) days, there shall be no assurance of job restoration upon returning from the leave.
- 16.2 The Employer shall provide Employees with unpaid leaves of absence with no loss of credited service for Union-related activities, where practicable. In no such case shall an employee on such leave accrue benefits including paid time off. The Union and the Employer shall discuss the number and duration of such leaves of absence in any period of time.
- 16.3 Employees' seniority does not accrue but is not broken during authorized leaves of absence, except where required by law. Individuals on unpaid leave will not accrue vacation. Unpaid time off may affect eligibility for vacation and health and welfare benefits.
- 16.4 A maximum of three (3) days unpaid funeral leave shall be granted for the loss of a spouse, child, parent, sibling, or grandparent. Leave shall be coordinated through the Employee's supervisor. Accrued time off (vacation, etc.) may be used with the Employer's approval.

- 16.5 Employees shall be afforded Family Medical Leave Act (FMLA) in accordance with federal law (and state law, if such law exists). In the event of leave taken pursuant to FMLA or state law equivalent, employees will be required to first utilize all forms of available paid leave.
- 16.6 Employees shall receive paid time off as follows:
- a) One (1) sick day after one (1) completed year of service.
  - b) Two (2) sick days after two (2) completed years of service.
  - c) Three (3) sick days after three (3) completed years of service.
- 16.7 Sick days shall be paid at the employee's straight hourly wage rate and the number of hours an employee's regular scheduled shift. Sick days utilization shall be for a bona fide illness, injury, to attend a doctor's appointment, or to care for a sick child. In order to utilize a sick day, employees shall be required to:
- a) Provide notification to his/her supervisor at least four (4) hours prior to the start of his/her shift and state he/she intends to use sick day(s). Sick days will not be paid for any call off made less than four (4) hours prior to his/her scheduled shift.
  - b) Sick days shall not be utilized on the day before or after a holiday.
  - c) Sick days shall not be borrowed against the upcoming year and employees shall not be eligible to take a sick day(s) until his/her anniversary date of employment.
  - d) Sick days shall not be carried over from one anniversary year to the next and any used days shall be considered lost.
  - e) An employee's initial sick days shall be effective on the employee's anniversary date of employment.
  - f) If an employee calls off for a scheduled overtime shift and requests to utilize a sick day, he/she shall be paid at his/her straight hourly wages rate.
  - g) Sick days must be used in full shift increments and shall not be divided.
- 16.8 The Employer agrees to pay an employee his or her wages for hours scheduled (up to a maximum of 40 hours per week) in the event that the employee is called for jury duty. At the conclusion of the employee's service, the employee shall sign over his or her payment from the courts.

#### **Article XVII – Uniforms**

- 17.1 The Employer shall provide and maintain appropriate uniforms and equipment to the Employees without cost to the Employee.
- 17.2 All uniforms and other equipment furnished by the Employer shall be returned at the time of termination of employment.



- 17.3 The Employer shall not require a security deposit for uniforms and if the Employer currently maintains a security deposit, it shall be returned by November 30, 2017.

#### **Article XVIII – Vacation**

- 18.1 All vacation for full-time hourly Employees will be based on an accrual system, which is a bi-weekly (per pay period) prorated amount of vacation earnings.

18.1.1 Fiscal Year Schedule: All vacation schedules will be based on a fiscal/calendar year schedule (January 1<sup>st</sup>-December 31<sup>st</sup>). After an Employee's first year transition period, all vacation will be available on a calendar year.

18.1.2 Vacation Availability: Employees will both earn (accrue) and use their vacation during the calendar year.

18.1.3 Advanced Vacation: Subject to the conditions of this provision, Employees will be able to take all eligible vacation time in advance of earning it (see example below). In the event an Employee separates from employment and he or she has taken vacation not yet earned, the advanced hours will be deducted from the final paycheck if state law permits. Employees may not take more vacation than they would have accrued in the calendar year. The Employee must sign the appropriate "Request for Vacation" form prior to being allowed to use advanced but unearned vacation.

18.1.4 Vacation Eligibility: All Employees' hours will be reviewed periodically to determine qualification for vacation accrual. Employees who average 35 or more hours (for all paid hours in the review period) will remain eligible to accrue vacation.

18.1.5 Buy-Back Vacation: Employees can "buy back" time if earned time is available and they have a positive balance. Unearned vacation will not be advanced for the purposes of a buy-back.

18.1.6 Vacation Carryover will not be allowed; however, unused vacation can be "bought back."

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

<b>Years of Service (See Paragraph 10.1)</b>	<b>Tier</b>	<b>Maximum Vacation Allowance</b>	<b>Vacation Accrued/ earned per pay period</b>
Less than one year	No vacation available	None	None
1 Year	One	5 days (40 hours)	1.53 hours
3 Years	Two	10 days (80 hours)	3.08 hours

8 Years	Three	15 day (120 hours)	4.62 hours
15 Years	Four	20 days (160 hours)	6.15 hours
- Upon reaching the next tier anniversary date, Employees will begin to accrue at the next higher rate			

18.3 Employees reaching their first anniversary dates (transitioning Employees): In the pay period following their first anniversary date, full-time Employees will begin to accrue vacation each pay period and will be eligible for a pro-rated amount of time to use from their first anniversary date through the end of the calendar year. If the Employee's first anniversary falls in December, the hours earned in December will be paid out automatically. (NOTE: this assumes that the Employee met the minimum average hour requirement).

18.3.1 Beginning on January 1<sup>st</sup> of the next year, Employees will be on a calendar year schedule and will begin again to accrue each pay period.

**Example:** John's date of hire is 7/1/05. He works full time and on his 1<sup>st</sup> anniversary date (7/1/06) it is determined that he averaged 36.5 hours during his first year. Since he has met the minimum average of 35 hours, he becomes eligible to accrue/earn vacation on tier level "one" (see "Vacation Tier Schedule" above), or 1.53 hours per pay period. He will have  $1/53 \times 13$  pay periods or 19 hours of vacation to use between 7/1/06 and 12/31/06. In December 2006 his hours will be reviewed; if he does not meet the full time criteria, he will lose his eligibility. If he meets it, he will begin to accrue for 2007 in January 2007. In this example, John will have 40 hours available to use in 2007, starting in January 2007. In both years, since he's on an accrual system, he can use the vacation in advance of actually earning it.

### **Article XIX – Health and Welfare**

Effective May 1, 2014, Employees covered by this Agreement will be permitted to maintain their current health care enrollment status through and until December 31, 2014. Those Employees not enrolled in the health care plan (the "Plan") as of May 1, 2014 will not be permitted to enroll in such Plan during the 2014 calendar year. In the event of any Employee discharge, coverage under the Plan will cease on the last day of the month in which the discharge occurs. Following separation, former Employees may continue their coverage as provided by COBRA.

Effective January 1, 2015, the Employer shall implement an Affordable Care Act ("ACA" or "Act") compliant plan wherein employee contributions toward premium costs do not exceed the statutory maximums as set forth in the Act. Dissemination of information and enrollment relating to the plan shall occur prior to the January 1, 2015 implementation date. In connection with the aforementioned plan's implementation, Employee eligibility shall be limited to "full-time employees" as that term is defined by the Act. Starting November 1, 2014, the parties shall re-open this Agreement for the sole purpose of negotiating over possible alternative options for



providing health care to the Employees for the duration of this Agreement starting January 1, 2015.

#### **Article XX – 401(k) Fund**

Employees shall be eligible to participate in the Company-sponsored 401(k) savings plan in accordance with the terms and conditions of such plan, as it may be amended. The Company shall continue its matching contribution at the current rate; however, such matching contribution remains within the sole discretion of the Company and is subject to change from year to year. Each year, the Company will advise participating Employees and the Union if the Company will make a matching contribution to the plan and the amount of such contribution.

#### **Article XXI – Grievance and Arbitration**

- 21.1 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 XXI.
- 21.2 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.
- 21.3 An aggrieved Employee, either with or without a Union representative, may 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.
- 21.4 If an Employee chooses not to take up a matter with his/her supervisor or if a dispute covered by this Article cannot be resolved informally between the Union and the Employer as described in Paragraph 21.3, the Union shall submit the grievance in writing within the time prescribed in Paragraph 21.2 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.

**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.

- 21.5 If the grievance has not been settled under the procedure outlined in Paragraph 21.4, 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 to follow the American Arbitration Association rules for labor arbitration.
- 21.6 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.
- 21.7 The arbitrator's decision shall be final and binding on the Employer, the Union and any Employee(s) involved. 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.
- 21.8 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.
- 21.9 The time limits set forth in this Article 21 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.
- 21.10 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.
- 21.11 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 XXII – Complete Agreement and Waiver**

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, unless otherwise mentioned herein, 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.

#### Article XXII – Duration

This Agreement shall become effective on May 1, 2017, and shall remain in full force and effect through April 30, 2020, 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 ninety (90) days prior to the expiration date of this Agreement.

**Allied Universal Security Services**

By: \_\_\_\_\_

Title: VICE PRESIDENT LABOR RELATIONS

**Philadelphia Security Officers Union**

By: \_\_\_\_\_

Title: Vice President