

**AGREEMENT
BETWEEN**

ALLIED UNIVERSAL PROTECTIVE SERVICES

STATE OF ILLINOIS

and

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1**

Effective September 1, 2022 through August 31, 2025

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AGREEMENT

This Agreement is made and entered into this 1st of September between the Service Employees International Union, Local 1, (hereinafter referred to as the "Union") and Universal Protection Services, LLC dba Allied Universal Security Services (hereinafter referred to as Allied Universal or the "Employer").

This Agreement shall apply to Allied Universal, its successors, or assigns.

WITNESSETH

That for the purpose of setting forth the collective bargaining relationship and the rates of pay, hours of work, and other terms and conditions of employment binding upon each Employer and the Union, the parties hereto contract and agree with each other as follows:

ARTICLE I

RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time security officers including working sergeants, working lieutenants, working captains, working dispatchers and supervisory personnel who are permanently assigned to a State of Illinois site excluding supervisors who have the authority, in the interest of the Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment and who do not man a full-time post or work a regular detail of twelve (12) hours or more per week (except in emergency situations) and also excluding security officers who work in locations covered by a separate Agreement. All such employees of the Employer signatory hereto shall be hired under and covered by this Agreement.

The term "regular part-time employee" shall mean one who works six (6) or more hours per week, but less than thirty-two (32) hours per week. Benefits

provided under "Sick Days" and "Holidays" shall be prorated in the case of a regular part-time employee, based on the relationship, which such employee's regular weekly schedule bears to forty (40) hours. In the case of other benefits, the provisions governing these benefits shall control.

Section 2. The jurisdictional area covered by this Agreement is "defined as any state agency, entity and/or division within the State of Illinois".

Section 3. The term "location" as used herein shall include public, private, commercial, residential, office, retail, and industrial facilities, buildings, developments, and factories of all types and any other job site where employees covered by this Agreement could be stationed within the geographical boundaries as described in Section 2 of this Article and as described in the amendment of this Agreement which is attached and labeled Appendix A.

Section 4. On or after the thirty-first (31st) day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to the payment of that fee, such employee shall as a condition of employment pay that portion of the fee related to representation costs.

Section 5. The Employer agrees to supply and maintain a bulletin board for the use of the Union at all State contract administration locations. The Union shall submit all material to be placed on the bulletin board to the Employer for prior approval. This approval shall be granted forthwith and shall not be denied unless the material is of a political or controversial nature or reflects adversely upon the Employer.

Section 6. If a specific location is covered by area standards-wages and benefits established by the State or the Federal Department of Labor, those terms and conditions if greater than this Agreement, shall supersede those

outlined in this Agreement.

Section 7. The Employer shall make known to any new hire their obligations under this provision and present such new hire at that time, union membership materials including a membership application and voluntary payroll deduction authorization and, if provided by the Union, a packet which shall include, but not be limited to, contact information for Union stewards or other representatives as well as information about the health fund and new member orientation meetings conducted by the Union.

ARTICLE II **DEDUCTIONS**

Section 1. The Employer agrees to deduct from an employee's first pay check of the month the regular monthly dues, the initiation fee of the Union and credit union/COPE which are then owing and remit same to the Union or credit union prior to the tenth (10th) of the month following the month in which they are deducted, provided the employee has executed and caused to be delivered to the Employer a lawful written assignment authorizing such deduction. The Employer shall provide the following information monthly with respect to employees for whom dues are being remitted to the Union: the worker's full name, worksite, address, telephone number, wage rate and last four digits of the employees social security number, and amount of dues paid during the current month of payment. Such information shall be transmitted electronically in a common, commercially-available electronic format specified by the Union and reasonably acceptable to the Employer.

The parties acknowledge and agree that the term "written assignment" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE

Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “authorization” for purposes of this Agreement.

Section 2. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages, back-pay and penalties that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of Article I and Section 1 of Article II.

ARTICLE III **MANAGEMENT**

Section 1. Subject to the provisions 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 serviced by the Employer; to direct the working force; to schedule the workforce and to temporarily or permanently modify the schedules to meet the State’s or Employers needs, to transfer, to change work locations, to hire, and promote; to discipline, suspend or discharge for proper cause; to relieve employees from duty because of lack of work or for any other legitimate reason; to cease acting as contractor at any location or cease performing certain functions at any locations, even though employees at the location may be terminated or relieved from duty as a result; to make and enforce reasonable rules and regulations; to introduce new equipment or methods, even though employees at the location may be relieved from duty as a result. In no case will this Article be used for the purpose of discriminating against any employee, nor shall it be used in any manner inconsistent with any of the provisions of this Agreement.

Section 2. The Union recognizes that the Employer provides a service which is important to the customer and that this Agreement should be interpreted so as to give primary consideration to the customer's 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. Written notice of the Employee's misconduct from the customer shall be considered for Employer disciplinary purposes.

However, unless the Employer has proper cause to discharge the employee, the Employer will attempt to place the employee in a job at another location where it provides services and which is covered by this Agreement, provided the employee has the knowledge, training, ability, skill, and efficiency to satisfactorily perform the work and no other employee has a superior claim to the job under this Agreement.

Section 3. All rights not otherwise covered under this Agreement remain management rights.

ARTICLE IV **VACATIONS**

Section 1. Employees who have one (1) or more years of continuous service with the current contractor or successor contractor at a State of Illinois facility/location shall receive, on the anniversary date of their employment, paid vacations based upon their base hourly rate of pay on their anniversary date and based upon the following service schedule:

- (a) All employees who have been employed by the Employer one (1) year or more shall be granted forty (40) hours vacation with pay.
- (b) All employees who have been employed by the Employer two (2) years or more shall be granted eighty (80) hours vacation with pay.
- (c) All employees who have been employed by the Employer eight (8) years or more shall be granted one hundred twenty (120) hours vacation with pay.
- (d) All employees who have been employed by the Employer twelve (12) years or more shall be granted one hundred sixty (160) hours vacation with pay.

- (e) All employees who have been employed by the Employer) 20 years or more shall be granted two hundred (200) hours vacation with pay.

Section 2. Employees who work less than eighteen hundred (1800) hours during their anniversary year shall receive vacation in accordance with the schedule shown in Section 1 of this Article prorated upon the ratio that their actual hours worked during the anniversary year bears to eighteen hundred (1800) hours.

Section 3. Employees shall submit, for approval, their requests for vacation, in writing, at least thirty (30) days prior to the commencement of their requested vacation. The Employer shall have the right to determine the vacation dates. The Employer shall respond, in writing, to all written vacation requests not less than ten (10) working days prior to requested commencement date.

Section 4. The principle of seniority shall be recognized insofar as practicable in assigning vacation dates to employees.

Section 5. Employees with two (2) or more years of continuous service shall receive prorated vacation upon their resignation or termination for any cause other than intoxication, theft, absence without authorized leave, or loss or damage to Employer's or client's property due to employee's negligence or criminal acts.

ARTICLE V

LEAVES OF ABSENCE

Section 1. A leave of absence for a good and sufficient cause (such as sickness or injury, maternity, and/or jury duty (see Article VI Section 27) may be granted in the Employer's discretion for a period of up to sixty (60) days upon receipt of a written request from the employee. Union leaves of absences shall be requested by the Union and shall be granted. This leave cannot exceed one hundred and twenty (120) days. Any such leave shall be without pay and benefits. The employee may continue coverage under the Local 73 SEIU Health Fund or the Employer's group insurance program by making the entire monthly contribution directly to the Fund or the Employer, as the case may be, in a timely

manner. During the leave of absence the employee will continue to accrue seniority.

Section 2. Any employee covered by this Agreement who while so employed was drafted or called to active duty in any branch of the U.S. Armed Forces shall be deemed to be on unpaid military leave; if he/she (1) receives a discharge other than dishonorable or release from active duty; (2) reports back to his/her Employer within ninety (90) days of his/her discharge or release, and (3) is physically able to perform the duties of his/her employment. Such employee shall be restored to his/her former job or a job of equal status, with full seniority, inclusive of military leave time. Any pay or benefit increase that was given to other employees or would have inured to this employee during such leave will be given to the military employee upon his/her return to employment.

Section 3. The Employer agrees to grant leave as provided for in the Family and Medical Leave Act of 1993.

ARTICLE VI

GENERAL PROVISIONS

Section 1. An employee who reports to a worksite more than four (4) hours prior to the start of his/her next regularly scheduled work period because he/she is called in or scheduled to work outside of his/her regularly scheduled hours of work shall be guaranteed not less than four (4) hours work or pay in lieu thereof. The employee shall be entitled to pay under this Section only if he/she reports for work at the time designated by the Employer.

Section 2. An employee shall not be held financially responsible for any loss or burglary on the premises where he/she is assigned to work unless guilt is proven by a voluntary confession, a voluntary lie detector test, or a decision of an impartial judge or arbitrator. An employee will not be held responsible for any breakage or damage to equipment or property of the Employer or of the customer except in the event of intentional conduct. This Section shall not limit the Employer's right to discharge or discipline an employee for proper cause.

Section 3. An employee engaged in the performance of security duties who is required by the Employer to pick up and/or return a weapon at a different location than the assigned work location shall receive pay for the time spent traveling from the point of location to the point of return plus reasonable travel expense.

Section 4. Employer will make reasonable efforts to notify qualified employees of promotional opportunities by posting 14 days notice thereof at its State contract administrative offices. Promotions shall be made in accordance with Article XII, Section 5. An employee promoted to a higher paid classification shall be subject to a probationary period of thirty (30) calendar days, during which time he/she may be returned to his/her former classification without loss of seniority if he/she does not have the knowledge, training, ability, skill, and efficiency to satisfactorily perform the work of the higher paid classification.

Section 5. The Employer will set forth on an employee's pay stub the number of hours worked during the pay period and the amount and reason for any deduction made from the employee's pay.

Section 6. Regardless of time changes due to changes between daylight savings and standard time, employees will be paid only for actual hours worked.

Section 7. An employee temporarily transferred to a higher paid classification will receive the higher rate of pay after the second (2nd) pay period worked in the higher paid classification, and he/she shall continue to receive the higher rate of pay as long as he/she continues to work in the higher paid classification.

Section 8. An employee promoted to a higher paid classification will receive the higher rate of pay immediately upon commencing work in the higher paid classification following the promotion.

Section 9. No employee will be discharged, suspended, disciplined, or otherwise penalized without just cause. If the Employer believes that an employee's job performance has become unsatisfactory, the Employer will so

notify the employee and will document such notice in the employee's personnel file. The Employer will provide a copy of any such notices or other disciplinary actions to the employee and the Union upon request.

Section 10. An employee may wear a Union button not to exceed one inch in diameter on his/her lapel or shirt pocket.

Section 11. An employee assigned to the performance of security duties in a vehicle shall not be required to pay parking ticket fines when such fines are the result of the employee's illegally parking the vehicle because of emergency conditions, provided the employee must report the parking ticket and emergency circumstances to the Employer before the end of the next business day following the alleged violation.

Section 12. The Employer agrees to supply and repair uniforms or all equipment which security employees are required to wear or use in performing their duties. The fees (State, Federal, or Local) related to registering an employee or of obtaining an employee identification card or fingerprint check and maintenance of same shall be paid by the employee. Employees will be responsible for any uniforms or equipment items, which are damaged, destroyed, or lost because of negligence on the part of the employees. Employees shall not use or wear any uniform or equipment furnished by the Employer at times other than when they are on duty or when they are going directly to and from a job assignment.

For the purpose of decreasing loss of uniforms or equipment, the Employer may as a uniform or equipment deposit, deduct a maximum of \$150.00 from the wages of new employees, in no less than four (4) increments, provided the employee is informed of such deduction at time of hire. This deposit shall be refunded to the employee when he/she leaves the Employer's employment, provided he/she returns all uniforms or equipment in reasonable condition.

Section 13. Sick Days:

A. Employees hired shall be entitled to earn paid sick leave benefits in accordance with the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>MAXIMUM AMOUNT OF SICK LEAVE EARNED</u>
One (1) year	5 Days
Three (3) years	6 Days
Five (5) years	12 Days

B. The amount of sick leave each year shall be calculated on the basis of the average number of hours worked per week during the year. When earned sick leave is taken, employees shall be paid up to the maximum amounts shown above, based on the average number of hours per week worked during the preceding twelve (12) month period and at their base hourly rate of pay in effect at the commencement of sick leave on the first day of hospitalization or working day of illness.

C. To be eligible for sick leave pay, the employee must supply the Union approved Employers doctor's certificate, on the employee's first day back to work. In the event that an employee does not have the correct form, the employee shall be allowed to present the correct document at a later time to be eligible for sick day pay.

D. Express Waiver of Cook County and City of Chicago Ordinances. The provisions of this Section 13 are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance. The parties expressly agree that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance are hereby waived.

Section 14. Canceled Accounts: Should any customer terminate, no new employees shall be hired to work for which the laid-off employees are qualified and available to perform such work.

Section 15. Seniority for Union Officers: Union Officers, bargaining representatives, and stewards shall not be laid off during their term of office so long as there is work available which they are competent to perform. The Union will furnish the Employer with a list of employees so affected.

Section 16. Grievance Time: Employees requested by the

Employer and the Union to come to the Employer's or Union's office to discuss a grievance shall be paid the cost of transportation that would not otherwise be incurred and a minimum of two (2) hours pay at the employee's hourly straight time rate.

Section 17. Standing Stations: To the extent practical, an employee assigned to a stationary standing post shall not be required to stand longer than an average of fifty (50) minutes out of each hour and in no event longer than two (2) consecutive hours.

Section 18. Employment Examinations: There shall not be any deductions from pay for employment examinations, physical or otherwise, including lie detector tests or any other required expense incurred at time of hire or for maintaining employment except as specified in this Agreement. The Employer may deduct the cost of the drug screening test if the employee leaves or is terminated prior to completing his/her thirtieth (30th) work day.

Section 19. Extra Work: Employees will be expected to work overtime in case of emergency or whenever necessary, in the best interest of the company. It is agreed that the employee may not leave his/her post before being properly relieved. Overtime worked beyond an employees standard work week will be authorized by management.

Section 20. Waiver of Rights: Employees shall not be required to sign a waiver of any of their rights under this Agreement, without the consent of the Union.

Section 21. Use of Personal Automobile: Employees required by the Employer to use their personal automobile on official business of the Employer excluding routine commuting shall receive an allowance of forty (.40) cents per mile. Employees who use their personal automobile for shelter on instructions of the Employer shall receive twelve dollars (\$12.00) per eight (8) hour shift and one dollar and fifty cents (\$1.50) for each full hour thereafter on such shift for such car usage.

Section 22. High Pressure Boilers: No employee will be required to operate high-pressure boilers.

Section 23. Social Security: Employees receiving social security benefits and those who hereafter may receive such benefits who have three (3) years of service with the Employer shall, if required to take time off because their earnings would otherwise exceed the maximum allowable under Social Security, be reinstated without loss of seniority and at the regular base rate of pay provided (a) the employee is physically able to perform the normal duties of a Guard (b) the employee returns on the agreed upon date (absent an acceptable excuse for not returning on that date) and (c) there is work for which the employee is available.

Section 24. The Union and the Employer agree to abide by the provisions of the Americans with Disabilities Act.

Section 25. Meal Periods: The Employer shall endeavor to give each employee an uninterrupted lunch period of twenty (20) minutes away from the workstation no later than four and one-half (4½) hours after the start of the employee's shift. It shall be understood, however, that while the nature of security may make direct relief by another individual impossible, employees do have the opportunity during the majority of shifts to take an uninterrupted lunch in, near, or at the work station. Employees required to remain in; near, or at their work stations for an unrelieved lunch period shall be paid for that time. Employees relieved for lunch periods may or may not be paid for that time, at the direction of the Employer or client. The Employer and the Union agree this provision shall meet the spirit and intent of applicable statutes concerning lunch relief, as well as the Employer's current practice at each site.

Section 26. Employees will be given the opportunity to enroll in the Union's Committee on Political Education (COPE) through payroll deductions.

Section 27. A.) The Employer shall grant a leave of absence to its employees to perform jury duty.

B.) Such employee will be paid the difference, if any, between his/her jury duty pay and his/her regular straight time wage rate up to a maximum of five (5) normally scheduled working days. (Reimbursement up to and including five (5) normally scheduled working days shall be payable only if

the employee provides evidence that jury duty was performed on the days for which such reimbursement is claimed.)

ARTICLE VII

HOLIDAYS

Section 1. A. All employees covered by this Agreement shall receive double time (2x) (which includes their regular time) for work performed on the following holidays:

- | | |
|--|----------------------------|
| 1.) New Year's Day | 8.) Thanksgiving Day |
| 2.) Martin Luther King, Jr.'s Birthday | 9.) Day after Thanksgiving |
| 3.) Memorial Day | 10.) Christmas Day |
| 4.) Juneteenth | |
| 5.) Independence Day | |
| 6.) Veterans Day | |
| 7.) Labor Day | |

B. To qualify for holiday pay an employee must work their last regularly scheduled shift before the holiday and their first regularly scheduled shift following the holiday.

C. Employees who have completed two (2) years of continuous service or more and who have only one (1) unexcused absence or tardiness, as defined by company policy, in the previous anniversary year shall be entitled to one (1) personal day with pay. Any absences employees have with regards to paid sick days, vacation, jury duty, funeral leave and approved leaves of absences shall not be considered absences for the purpose of denying this personal day.

To be eligible for a personal day an employee must request, at least ten (10) days in advance of the day he/she wishes to use as his/her personal day, prior Employer approval. Such approval shall not be denied for unjust cause.

Section 2. Employees for whom a holiday falls on their regularly scheduled workday shall receive pay at their base hourly rate of pay for holidays not worked, provided such holiday pay shall be forfeited if (a) they are

assigned to work on a holiday and refuse, (b) they fail to show up for an assigned shift on a holiday or (c) they fail to work their last full regularly scheduled shift before the holiday and their first regularly scheduled shift following the holiday.

Section 3. As a pre-condition for holiday pay under Section 2 above, employees must first have telephoned the Employer's dispatch office seven (7) days prior to the holiday identifying themselves by name, to learn if there are work assignments available. Otherwise, the Employer is not obligated to make such payments. Employees may be assigned to a job location other than their regular location on a holiday, but such assignments should be done with regard for the employee's place of residence to avoid refusals to accept holiday assignments.

Section 4. Holiday hours shall begin at 12:01 a.m. on the holiday and run through 11:59 p.m. the same date.

Section 5. Employees working less than one-half (1/2) hour of the particular holiday shall not be entitled to premium pay.

ARTICLE VIII

HEALTH FUNDS

Section 1. Health Insurance coverage for employees under this contract shall be separated into three geographic groups:

(a) Chicago Area Employees (designated in red on map attached hereto as Appendix B): Full-time and part-time employees who work in the counties of Cook, Will, DuPage, Kane and Lake County, Illinois shall have the opportunity to participate in the SEIU Chicago Metropolitan Security Officers Health Plan . The employer shall pay for the monthly single premium except that the employee shall pay a monthly co-pay as follows:

- Employee co-pay of the following: **\$75.00** per month

(b) Employees working in Springfield and South (northern border defined as (including areas around cities listed) Western state border - Quincy along US I-72 to Springfield to Decatur to Champaign along US I-74 to Danville on eastern state border (designated as blue line and below on map

attached hereto as Appendix B):

(i.) Full-time employees who work in Springfield and Southern Illinois the Employer agrees to contribute 80% of the single monthly premium, which the full single monthly premium effective September 1, 2022, is \$965.00 to the SEIU Local 1 – Missouri Benefit Services Trust Plan 1, provided that the employee elects in writing, on a Health Care Election Form, to pay the remainder of the premium for the single plan through payroll deductions. The monthly premium shall increase to \$985.00 on January 1, 2023 and to \$1,029.00 on January 1, 2024.

(ii.) Part-Time Employees: Employer agrees to contribute 50% of the single monthly premium to part-time employees who work in Springfield and Southern Illinois, the monthly cost of premium for each year as outlined in Subsection (i) above to the SEIU Local 1 – Missouri Benefit Services Trust Plan 1, provided that the employee elects in writing, on the Health Care Election Form, to pay the remainder of the premium for the single plan through payroll deductions.

(c) Employees working outside the Chicagoland Five County area designated in red on map in and north of Springfield (Outside of the red line and north of the blue line in Appendix B) shall be offered the opportunity to participate in the same Employer health benefits plans, with the same terms, conditions and employee contributions, as Employer's full-time and part-time non-union employees working in said area.

(d) Employees working in Downtown Chicago Office buildings covered under BOMA shall receive the coverage in Appendix A.

Section 2. Dependent Health Coverage may be at the employee's expense and will be carried on payroll deductions.

Section 3. The SEIU Local 1 – Missouri Benefit Services Trust Plan 1 Fund Trustees reserve the right to provide the same coverage with another carrier.

Section 4. Period of Eligibility: Current employees who have elected to participate in the SEIU Local 1 – Missouri Benefit Services Trust Plan 1 or the

SEIU Chicago Metropolitan Security Officers Health Plan as of the date of this Agreement are eligible to continue as participants under the terms of this Agreement. Other current and new employees shall become eligible to participate on the first day of the calendar month following the 60th day of employment with the Employer, or during open enrollment periods as may be established by the applicable Health Fund. A new employee who wishes to change his election not to participate in a Health Fund (pursuant to Section 3 above) may do so if he files a new Health Care Election Form with the Employer at least 15 days prior to his date of eligibility. Employees that elect not to participate must wait until the next open enrollment period if they subsequently elect to participate, if applicable. Upon receipt of any such revised Election Form, the Employer shall promptly provide a copy thereof to the applicable Fund.

Section 5. Payment of Contributions and Delinquencies:

Contributions to the SEIU Local 1 – Missouri Benefit Services Trust Plan 1 shall be made on or before the twentieth (20th) day of each month preceding coverage.

Section 6. Any Employer failing to make prompt and timely payments of the contributions to either Fund in accordance with this Agreement shall be considered delinquent.

Section 7. If delinquency continues uncured for a period of five (5) days after written notice of such delinquency is mailed or delivered to the delinquent Employer, the Employer shall be liable in an amount equal to the unpaid contributions plus all reasonable interest and legal fees incurred by the Fund in enforcing the payment thereof.

Section 8. The Company shall execute a standard Participation Agreement with SEIU International Health and Welfare trust before the Employer becomes signatory to the Agreement by September 1, 2019, thereby binding the Company to the terms of the SEIU Health and Welfare trust Agreement.

ARTICLE IX

401 K PLAN

Section 1. The Employer agrees to contribute to a 401K Plan of the Employer, the hourly rates specified below for all employees covered by the Agreement.

Effective September 1, 2022: \$0.55 per hour

Effective September 1, 2023: \$0.60 per hour

Effective September 1, 2024: \$0.65 per hour

Section 2. Payments to the Plan shall be received on a monthly basis for the prior months worked/paid hours.

Section 3. The employee shall have the right to contribute to the same 401 K Plan any amount up to what they can legally contribute through payroll deductions.

Section 4. The Employer shall provide a copy of the 401 K plan upon request from the Union.

Section 5. Employees working in Downtown Chicago Office buildings covered under BOMA shall receive the coverage in Appendix A.

ARTICLE X **UNION VISITATION AND INSPECTION**

Section 1. The Employer agrees that full-time paid representatives of the Union shall have the right at reasonable times upon advanced notice and with the Employer's permission to interview employees of the Employer upon the Employer's premises in the event that matters concerning such employee's working conditions or Union membership shall require such action. Employees so interviewed shall receive no reimbursement or pay from the Employer for time spent for such interviews.

Section 2. The Union's agents or representatives shall not go upon an Employer's client's property or premises without prior permission by the Employer. This request shall not be unreasonably denied.

Section 3. In order to determine the Employer's compliance with the provisions of this Agreement, the Union may, at reasonable times and upon prior

request to the Employer, inspect records of covered employees relating to wages, hours of work, vacation benefits, sick leave benefits, dues deductions, Health Fund monies and Pension contributions. The Union shall give two (2) weeks notice to the Employer of the intent to spend time at the Employer's office to review the following documents: complete copies of the Employer's last two (2) payroll periods, most recent quarterly remittance of the Illinois Report of Wages paid to each worker, and UC3-40 forms and continuation sheet (and, or the Indiana and or Indiana equivalent payroll form).

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For the purpose of this Agreement, a grievance is defined as a dispute between the Employer and an employee regarding the application of the Employer's rules and regulations or the meaning or application of any provision of this Agreement, but not involving any change in or addition to such provisions, which is reduced to writing and filed for processing through the Grievance Procedure.

Section 2. Employees may consult directly with their supervisors on a matter which does not necessarily constitute a grievance. In any case where employees are not satisfied with respect to the disposition of a matter regarding the meaning or application or any provision of this Agreement, on which such employee has informally consulted with supervision, or where their supervisor was not available for such consultation within a reasonable period of time, they may submit their complaint as a grievance.

Section 3. Any matter not resolved in the foregoing manner shall be submitted to the following grievance procedure:

STEP 1: A written statement of grievance must be furnished to the Employers Branch Manager or his/her designee,

within thirty (30) days following the occurrence of the subject matter of the grievance. The Branch Manager or his /her designee shall be required to answer the grievance in writing within fifteen (15) days of the receipt of the grievance.

STEP 2: If the grievance is not settled in Step 1 or if it is not answered on a timely basis by the Branch Manager, or his/her designee, the written grievance shall be filed with the Employer's Regional HR Manager or his/her designee, within fifteen (15) days of the date of the first step answer, or the date such answer was due, and a meeting shall be scheduled between the Area Vice President, or his/her designee, and a representative of the Union. The Area Vice President or his/her designee shall answer the grievance in writing within fifteen (15) days thereafter.

STEP 3: If the grievance is not settled in Step 2 or if it is not answered in a timely manner, then the Union may appeal the grievance to the Employer's Regional President, or his/her designee and a meeting shall be scheduled between the Regional President, or his/her designee, a representative of the Union and the grievant. The Regional President shall answer the grievance in writing within fifteen (15) days thereafter. This Step may be waived if both parties agree.

STEP 4: If the grievance is not settled in Step 3 or is not answered in a timely manner, the Union may appeal the grievance to an impartial arbitrator by giving written notice of its desire to arbitrate to the Employer within ten (10) working days of the Step 3 answer, or the date such answer was due.

Section 4. If the grievance is appealed to arbitration, representatives of the Employer involved and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days after the Union has served its written notice upon the Employer, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. All arbitrators must be on the list must be members of the National Academy of Arbitrators Association. The Union shall strike the first name from the list and the Employer shall then strike one (1) name and thereafter the parties shall strike alternately. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place for the hearing, subject to availability of the Employer and Union representatives, and the letter shall specify the issue to be presented to the arbitrator.

The award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. The expense of the arbitrator, and the incidental expenses mutually agreed to, shall be shared equally by the Employer and the Union. The impartial arbitrator shall not have the right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. They shall consider and decide only the particular issue presented to them in writing by the Employer and the Union, and their decision and award shall be based solely

upon their interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented.

Section 5. 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 case at the time of the hearing serve to delay the hearing or invalidate the decision of the arbitrator.

ARTICLE XII

SENIORITY

Section 1. Seniority shall be defined as the length of continuous service of a security employee with the current contractor or successor contractor at a State of Illinois facility/location. Said seniority will not be broken by the change of contractor or the transfer of the employee to another State of Illinois facility.

Section 2. Seniority Lists: The Employer shall maintain at its office a seniority list showing employee's 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. Seniority lists shall consist of employee's name, date of hire, rate of pay, and last four (4) digits of the employee's social security number and job location address.

Section 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 Employer 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. Employee's hired prior to the signing of the Agreement shall have a thirty (30) day probation period.

Section 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 thirty (30) days;
- E. Inactive employment for any other reason for a period of one (1) year or the length of seniority, whichever is less;
- F. Failure to report within ten (10) days from the date a recall notice is mailed to the employee's last address shown on the Employer's records; and
- G. After sixty (60) days leave of absence unless extension is granted, excluding leaves of absences governed by FMLA and approved Union leaves.

Section 5. In promoting, laying-off and recalling employees, the Employer shall consider the following factors:

- A. Length of continuous service.
- B. Knowledge, training, ability, skill, and efficiency to satisfactorily perform the work.
- C. When the factors set forth in (B) are relatively equal as between two or more employees who are being considered for promotion, layoff or recall, seniority will govern.

Section 6. An employee who is laid off shall not be permitted to bump a less senior employee at another location/site but shall be permitted to exercise his/her seniority to obtain a vacant position at another location/site, in accordance with Section 5. If there is no vacant position at another location/site, the employee shall be permitted to exercise his/her seniority for a position, which becomes available, in accordance with Section 5.

ARTICLE XIII REPRESENTATION

Section 1. It is agreed that only the below-designated officers and agents of the Union, either individually or collectively, are the authorized officers and agents of the Union and shall be the only ones to be recognized by the Employer as being authorized to act for or in behalf of the Union in any manner whatsoever under the terms of this Agreement. The actions,

declarations, or conduct of any person except those herein named, whether performed or made with respect to the Union or not, are not and shall not be considered to be the acts of any officer or agent of the Union, nor will the Employer or the Union recognize those persons as the Union's officers and agents for that purpose and their actions in that respect shall not be binding upon the Union nor shall they form the basis for liability of any nature whatsoever on the part of the Union or the Employer. The authorized officers and agents are the Union's President, its Secretary/Treasurer, and all other representatives designated to the Employer in writing as representing the Union in connection with matters relating to the employees hereunder.

The Union may from time to time amend its listing of authorized officers and agents by sending notice to the Employer through certified mail, return receipt requested.

Section 2. It is agreed that the foregoing are the sole and exclusive agents for the Union and they shall exercise only the authority prescribed and defined herein. Any other authorization heretofore given to them by custom, action or otherwise for any other purpose is hereby withdrawn and declared null and void. Any other authority of such agents, except as provided for herein, shall be certified to the Employer in writing, signed by the President or Business Agent of the Union.

Section 3. Union Stewards shall have authority only to investigate and process grievances arising under the terms of this Agreement in accordance with the procedures set forth in the Agreement. The Union will notify the Employer of the Union Stewards so authorized to represent the Union.

ARTICLE XIV

WAGES

Section 1. All employees of the Employer will be paid in accordance with the following wage scale on the effective dates indicated below, unless employee falls under categories outlined in Sections 2 and 3.

The counties of DuPage, Lake, Will, and Cook, IL but excluding employees in commercial office building in the area of Chicago bounded by Roosevelt Road on the South, Lake Michigan on the East, Ashland Avenue on the west, and North Avenue on the North.

Effective	Sept 1, 2022 – 6%	Sept 1, 2023 – 5.5%	Sept 1, 2024 – 4.5%
Armed	\$19.88	\$20.97	\$21.91
Unarmed	\$19.08	\$20.13	\$21.04

State of Illinois excluding Cook, DuPage, Lake and Will Counties:

Effective	Sept 1, 2022 – 6%	Sept 1, 2023 – 5.5%	Sept 1, 2024 – 4.5%
Armed	\$19.56	\$20.63	\$21.56
Unarmed	\$18.76	\$19.79	\$20.68

Lincoln Library & Museum

Officers in certain positions assigned to the above locations will be paid in accordance with the following wage scale on the effective date indicated below:

Effective	Sept 1, 2022 – 6%	Sept 1, 2023 – 5.5%	Sept 1, 2024 – 4.5%
Armed	\$28.13	\$29.68	\$31.02
Unarmed	\$21.78	\$22.98	\$24.02

All employees specified in Section 1 who receive wages over the amounts specified in this Agreement shall receive on September 1st of every year of the contract:

September 1, 2022: 6% increase
September 1, 2023: 5.5% increase
September 1, 2024: 4.5% increase

A. Sergeants, Lieutenants, Captains, Dispatchers, and other supervisory personnel covered by this Agreement shall receive an additional payment per

hour (or its equivalent) in addition to the minimum hourly wage scale set forth in Section 1 of this Article.

Sergeants	\$0.20
Lieutenants	\$0.25
(Captains, Dispatchers, other Supervisory Personnel)	\$0.30

B. Employees who perform production work, clerical work, or any other duty above and beyond those performed as part of the guards normal duties shall receive twenty-five cents (.25) per hour in addition to the minimum hourly wage scale set forth in Section 1 of this Article.

C. If an Employer takes a job previously serviced by a predecessor Employer which has a collective bargaining agreement with the Union, the Employer agrees it will not reduce the benefits (or the equivalent thereof) or wage rates paid by the predecessor Employer to its employees on such job at the time the bid is awarded.

Section 2. Where the Employer obtains a job within one of the areas set forth in Article I, Section 2 from any other Employer with which the Union has a collective bargaining agreement, it is agreed the Employer shall not reduce the wages or medical coverage of employees who were employed on that job by the predecessor Employer at the time of the transfer of work and who are thereafter retained by the Employer on that job for as long as the employee is retained on that job. It is agreed that the Employer shall have no obligation to hire any person who at the time of job takeover is an employee of the predecessor Employer.

Section 3. Should the Federal or State minimum wage increase, the wage scale section of this contract will be reopened for negotiated increases and/or as described in Article XXII.

ARTICLE XV

NO STRIKE

Section 1. Except as provided for in Section 2 of this Article, during

the term of this Agreement or any renewal or extension thereof, neither the Union, its officers, officials, representatives, agents, members, or any employee, will authorize, instigate, aid, condone, promote, participate in or engage in, any strike, work-stoppage, slow-down, boycott, picket line, unfair listings,- sit-down, sit-in, refusal to cross any picket lines, or other interruption, refusal, cessation, limitation or interference with the Employer's work or the business of the Employer, or any impeding of the business of the Employer, regardless of whether there is a claim by the Union of breach of this Agreement, or of Federal, State, or local law by the Employer.

Section 2. It is agreed Section 1 shall not be binding if an Employer refuses to abide by and effectuate the terms of an award by the Joint Arbitration Board or an arbitrator empowered to issue such an award under Article XI hereof.

Section 3. It is further agreed and stipulated that a strike, slowdown, or other form of work stoppage, as authorized by Section 2 of this Article shall not be instituted unless the Union has served forty-eight (48) hours prior notice upon the Employer; such notice to be in writing and signed by an officer of the Union.

Section 4. In the event that an employee or group of employees covered by this Agreement shall, during its term, participate or engage in any of the activities herein prohibited, the Union agrees, after being notified by the Employer, to immediately direct (orally or in writing if requested by the Employer) such employee or group of employees to cease such activity and resume work at once.

Section 5. The Employer may, subject to the Grievance Procedure provided for in Article XI, discipline or discharge any employee for engaging or participating in any of the job actions prohibited by Section 1 of this Article.

ARTICLE XVI

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, the Employer 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.

ARTICLE XVII

NO DISCRIMINATION

Neither the Employer nor the Union shall engage in any discrimination on the basis of race, color, creed, sex, national origin, age, or disability, which is prohibited by Federal or State law.

ARTICLE XVIII

FUNERAL PAY

Section 1. An employee shall be granted up to three (3) days off with pay at his/her regular rate of pay if such time off is necessary to make funeral arrangements for and/or to attend the funeral of a member of the employee's immediate family.

Section 2. An employee shall not receive pay under Section 1 for any day on which the employee would not have worked.

Section 3. The "members" of the employee's immediate family covered by this Article are mother, father, sister, brother, spouse, civil partner as defined by Illinois State Law, child, grandchildren and grandparents.

Section 4. A day's pay shall be based on the number of hours, which

the employee would have worked on the day in question, up to a maximum of eight (8) hours.

ARTICLE XIX
HOURS OF WORK

Section 1. The workweek shall consist of seven (7) consecutive days. This Section shall not be construed as a guarantee of any number of days work per week or hours work per day, and the parties recognize that certain types of service work may require a work schedule other than a normal full-time work schedule. An employee will be granted a minimum of one (1) day off in each workweek.

Section 2. Work in excess of forty (40) hours in any one-work week shall be paid for at one and one-half (1¹/₂) times the regular rate of pay. No hours shall be included in any calculation under this Section unless the employee has actually worked such hours, and hours paid for at any of the premiums provided for in this Section shall be excluded from any further calculation of premium pay.

Section 3. In light of the benefits negotiated within this Agreement and if the Chicago Fair Workweek Ordinance (Amendment of Municipal Code, Title 1, a new chapter, chapter 1-25, or any similar ordinance/law which would bind the Employer and apply to employees working under this agreement) is enacted, in its current form or any modified version thereof, to the extent permitted by law, the Employers and the Union expressly waive any and all requirements imposed on the Employers with regard to the aforementioned ordinance/law in this bona fide collective bargaining agreement. The parties stipulate that this waiver of the requirement under the Chicago Fair Workweek Ordinance (or similar law enacted by another jurisdiction) is clear and unambiguous, and shall remain in effect until the execution of a successor agreement.

To the extent the ordinance/law requires that the name/citation of the ordinance and/or some other phrases or acknowledgements be expressly stated to meet the waiver requirements that are not currently set forth herein, or that the waiver

must post-date the ordinance, the Company shall have the right, upon notice to the Union, to reopen the contract solely to address any deficiencies and the Union agrees that it will immediately agree to add the language and any execution date necessary to fully effectuate the clear and unambiguous waiver.

ARTICLE XX

EQUALITY

If, during the term of this Agreement, the Union makes an agreement giving any competing Employer any terms or conditions which are more favorable to that Employer than are provided in this Agreement, any Employer covered by this Agreement shall be privileged forthwith to adopt such advantageous articles, sections, appendices or conditions in their entirety, provided only that the Employer has sent written notice to the Union calling the matter to its attention. Further, should more favorable terms be negotiated for employees within the industry, both the Union and the Company agree that the more favorable terms and conditions will apply and become a part of this contract retroactively.

ARTICLE XXI

SUBCONTRACTING

The Employer may subcontract all or any part of the work being performed by employees in the bargaining unit covered by this Agreement provided that security positions subject to such subcontract are first offered by the subcontractor to the employees currently employed by the Employer, and provided, further, that the subcontractor shall have the right to establish and apply reasonable employment criteria and decline to employ any individual who fails to meet such criteria. In the event the Employer replaces the subcontractor with a different subcontractor, security positions subject to such subcontract shall first be offered by the subcontractor to those employees presently working in security positions in the building, provided that the replacement contractor shall have the right to establish and apply reasonable employment criteria and to decline to employ any individual who either fails to meet such reasonable

employment criteria or who is unacceptable to the Employer. In the event there are to be fewer security positions than there are current employees who are acceptable to both the subcontractor and the Employer and willing to accept such offers, seniority shall govern.

Should the Employer elect to terminate subcontracting, in filling security position vacancies created thereby the Employer shall be obliged to give consideration only to those employees presently working in security positions in the building who were employed by the Employer when the subcontracting began, provided that the Employer shall have the right to establish and apply reasonable employment criteria and to decline to employ any individual who fails to meet such employment criteria.

In the event that the Employer subcontracts to a security contractor that does not have a collective bargaining agreement with the Union, the Employer shall require that said contractor provide wages and benefits to its employees of at least an equivalent cost to those borne by Employers pursuant to this Agreement. Disputes between the Union and the Employer regarding compliance with this provision shall be subject to the grievance and arbitration provisions set forth in Article XI of this Agreement. If it is determined by the Joint Arbitration Board in the fourth step or in subsequent arbitration proceedings between the Union and the Employer that the grievance is well-founded, the Employer shall terminate its contract with the subcontractor within sixty (60) days after written notice by the Union to the Employer unless, in the interim, it is shown that the subcontractor has begun providing wages and benefits to its employees of at least an equivalent cost to those born by Employers pursuant to this Agreement and has compensated its employees for the difference dating from the date the contractor began providing security services to the Employer.

In the event that the Employer subcontracts to a security contractor which is a party to a collective bargaining agreement with the Union, the terms and conditions of this Agreement shall be the only terms and conditions applicable to said contractor and its employees working in the Employer's building

notwithstanding the particular terms and conditions contained in any collective bargaining agreement between the Union and such security contractor. Grievances alleging that such subcontractor is not faithfully observing the terms of this Agreement shall be processed in accordance with the grievance and arbitration procedures set forth in Article XI. If it is determined in the proceedings that the grievance is well founded and the subcontractor thereafter refuses to implement the remedy imposed, the contract between the subcontractor and the Employer shall be terminated within sixty (60) calendar days after written notice by the Union to the Employer.

ARTICLE XXII
DURATION AND TERMINATION

This Agreement shall be deemed effective as of September 1, 2022, and shall remain in full force and effect until August 31, 2025. For its duration, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not mentioned herein except that this Agreement may be reopened for making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate governmental agencies including any State or Federal minimum wage increase per Article XIV Section 3 of the Agreement.

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1**

**Universal Protection Services, LLC
dba Allied Universal Security Services
STATE OF ILLINOIS**

Genie Kastrup

BY: _____
Genie Kastrup
President

By: _____

Date: _____

Date: _____

Appendix A

STATE CONTRACT AMENDMENT

SEIU local 1(hereinafter called the “Union”) and Universal Protection Service, LLC dba Allied Universal Security Services (hereinafter called the Employer) are in agreement to the following amendment to the State of Illinois Collective Bargaining Agreement dated **September 1, 2022 through August 31, 2025**. In recognition of the higher standards prevalent in the downtown Cook County area, separate wage rates and benefits are adopted and are described in the following:

The jurisdictional area covered by this amendment includes all State owned buildings in the downtown Cook County area and the IDES tenant space at 36 South Wabash and/or 33 South State.

1). Seniority

The term “seniority” shall mean the length of service of a regular employee in either of the following situations:

In a State of Illinois facility: for promotion, layoff, recall, shift assignment, vacation, and vacation scheduling, holiday and leave of absence rights. The length of continuous employment of a security employee with the current contractor or successor contractor at a State of Illinois facility/location. Said seniority will not be broken by the change of contractor or the transfer of the employee to another State of Illinois facility.

2). Vacations

Regular employees who have been in the service of the Employer continuously for:

One year shall be given an annual vacation of one week with pay;

Two years shall be given an annual vacation of two weeks with pay;

Six years shall be given an annual vacation of two weeks and one day with pay;

Seven years shall be given an annual vacation of two weeks and two days with pay;

Eight years shall be given an annual vacation of two weeks and three days with pay;

Nine years shall be given an annual vacation of two weeks and four days with pay;

Ten years shall be given an annual vacation of three weeks with pay;

Eighteen years shall be given an annual vacation of four weeks with pay;

Twenty-five years shall be given an annual vacation of five weeks with pay.

Such time shall be credited as time worked in computing overtime.

3). Holidays

The following days, or the days on which they are legally observed, shall be observed as holidays for all regular security employees who have completed their ninety (90) day probationary periods:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Juneteenth
Fourth of July
Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In addition, following completion of their probationary periods regular security employees covered by this Agreement shall receive four (4) personal holidays during each anniversary year of their employment on days mutually acceptable to them and their employers. The Employer will agree to make "acceptable" not less than one day in every consecutive four month period provided that the Employer shall not be required to grant any employee more than a total of four (4) personal Holidays in any employment anniversary year.

Personal days may be used for sick time as long as an employee notifies their Employer in accordance with the Employer's policies. The Union approved Employers doctors certification will be submitted to the Employer upon the first day of work following an employees' sick day absence. In the event that the employee did not have the correct Employers form, the Employer will allow the employee time to submit the proper form in order to be paid for the day.

Section 1: Each regular employee shall be credited with the normal numbers of hours at straight time in his or her shift on each of such holidays and, in the case of those holidays which fall on what would have been an employee's regular workday; such time shall be credited as time worked in computing overtime.

Section 2: When a holiday falls on a regular employee's day off, he or she shall be credited with eight (8) hours at straight time provided that regular employees who regularly work less than forty (40) hours per week shall be paid for the aforesaid holidays on a pro-rata basis; that is, the percentage which such employee's hours each week represent to a 40 (forty) hour week multiplied times eight (8) hours.

Regular employees required to work on holidays, shall be paid extra for such

hours worked at one and one-half times their regular hourly rate, in addition to the holiday pay.

Section 3: In order to qualify for holiday pay, employees must work their last regularly scheduled shifts before the holiday and their next regularly scheduled shifts following the holiday; provided, that employees who are absent on one or both of such days due to approved vacation shall be entitled to holiday pay, and provided, further, that employees who are absent on one or both of such days due to FMLA leave, or medical leave or personal leave or jury duty previously approved by the Employer shall be entitled to receive holiday pay only upon their return to active employment within ninety (90) calendar days following the beginning of their absence.

Section 4: In the event that there is one date provided for under Illinois law with respect to a holiday called for in this Agreement and another date provided for by Federal law, the date established by Illinois law shall be observed.

4). Health Fund

Section 1. For the period September 1, 2022 through June 30, 2023, Employers shall contribute 923.87 (nine hundred twenty-three dollars and eighty-seven cents) each month on behalf of each regular full time employee covered by this Agreement who is on its active payroll to the Local 1 and Participating Employers Trust; provided, however, that Employers' contributions shall be prorated for those months in which employees begin working, cease their employment or remain on medical or personal leaves of absence for periods in excess of those specified in Number 10 of this Amendment. For purposes of the foregoing, a "regular full time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month. In the case of employees other than regular full-time employees, Employers shall contribute \$5.33 (five dollars and thirty-three cents) for each pay hour of work performed by such employee.

Section 2. Effective July 1, 2023 through June 30, 2024 Employers shall contribute \$932.53 (nine hundred thirty-two dollars and fifty-three cents) each month on behalf of each regular full time employee covered by this Agreement who is on its active payroll to the Local 1 and Participating Employers Trust; provided, however, that Employers' contributions shall be prorated for those months in which employees begin working, cease their employment or remain on medical or personal leaves of absence for periods in excess of those specified in Number 10 of this Amendment. For purposes of the foregoing, a "regular full time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month. In the case of employees other than regular full-time employees, Employers shall contribute \$5.38 (five dollars and thirty-eight cents) for each pay hour of work performed by such employee.

Section 3. Effective July 1, 2024 and for the remaining duration of this Agreement, Employers shall contribute to the Local 1 and Participating Employers Trust on behalf of employees covered by this Agreement such amounts as shall be prescribed in the collective bargaining agreement to be negotiated between the Association and the Union covering regular full-time janitorial employees and janitorial employees other than regular full-time janitorial employees to go into effect April 8, 2024.

Section 4. Paid vacations, holidays and funeral leave shall be treated as time worked. In the event an employee works during his or her holiday or vacation, one payment to the Welfare Fund is all that will be required.

Section 5. The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the Local 25 SEIU Welfare Fund and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.

Section 6. Welfare Fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Number 10 of this Amendment or beyond that period for special reasons agreed to by the Employer and the Union. Welfare Fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reasons agreed to by the Employer and the Union. Beyond that time, the Welfare Fund payment shall be made for and on behalf of the temporary, extra or substitute employee, but in no event shall contributions be made for both the eligible employee and the temporary, extra or substitute employee; provided, however, that any temporary employee who has been employed by the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

Section 7. The Employer shall make remittances to the Welfare Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

Section 8. With each report to the Welfare Fund, the Employer shall give the names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 9. Payments to the Welfare Fund shall be made on the pre-listed remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject

to the arbitration provisions of Article XI.

Section 10: Employees shall be allowed a one day Wellness Visit off with pay each year for the purpose of undergoing a complete medical examination at the Clinic operated by Union Health Service. The employee shall be paid, on a straight time basis, for this Wellness Visit day only if the employee actually uses the day for the specified purpose and presents proof thereof to the Employer.

The complete medical examination shall include, at a minimum:

A consultation with a physician;

A comprehensive examination;

Complete blood counts;

Chemistries;

Electrocardiogram;

Chest X-ray;

Urinalysis.

A ten (10) day advance notice for the Wellness Visit must be submitted by the employee and accepted by the Employer.

5). Pension Fund

Local 1 and Participating Employers Pension Trust

Section 1. For the period September 1, 2022 through August 30, 2024, Employers shall contribute to the Local 1 and Participating Employers Pension Trust at the rate of \$52.00 per week for each employee for whom contributions have in the past been made to such Trust, and who is regularly scheduled to work thirty (30) or more hours per week and who actually works at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of \$1.30 (one dollar and thirty cents) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of \$1.30 (one dollar and thirty cents) per hour worked for employees who actually worked less than thirty (30) hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the Pension Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the Pension Trust is all that will be required.

Section 2. The employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing said Local 1 and Participating Employers Pension Trust and the National Pension Fund and all amendments thereto, and hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and

administration of said Trusts and all actions to be taken by such Trustees within the scope of their authority, including the authority of the Trustees to restrict the benefit provisions with respect to a new employer group as provided by the Trust Agreements.

Section 3. The Employer shall make remittances to the applicable Pension Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

Section 4. With each report to the appropriate Fund, the employer shall give the name, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 5. Payments to the Fund shall be made on the pre-listed remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XI.

Section 6. Pension fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Number 10 of this Amendment, or beyond that period for special reasons agreed to by the Employer and the Union. Pension fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reason agreed to by the Employer and the Union. Beyond that time, the Pension Fund payment shall be made for and on behalf of the temporary, extra or substitute employee, but in no event shall contributions be made for both the eligible employee and the temporary, extra or substitute; provided, however, that any temporary employee who has been employed by the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

HEALTH AND WELFARE - PENSION DELINQUENCIES

The Employers recognize the necessity of making prompt Health and Welfare and Pension contributions to preserve the benefit standing of employees and ensure adequate funding of benefits. If an Employer remains delinquent in making payments to either the Welfare Fund or the appropriate Pension Trust for a period of 10 days after written notice of delinquency is given to the building and the Association, or refuses to produce payroll records in accordance with the payroll audit provisions of the Trustees' collection policy, the Union may strike the building to enforce such payments or production of records without regard to the no-strike clause in Article IV or the grievance and arbitration procedure provided in Article XI. The delinquent Employer shall also be responsible for reimbursement to employees of wages lost because of any strike action taken by the Union under this Article.

If the Trustees do not receive full amount of the Employer’s required Welfare Fund or Pension Trust contribution and the accompanying remittance form by the dates set forth in number (1) of the Amendment with respect to which contributions are due, the Employer will be required to pay, in addition to the amount of such contribution, interest and liquidated damages at the rates specified in the Trust Agreements on the unpaid amount, as well as accountants’ and attorneys’ fees and court costs, if any, incurred in effecting collection. The Employer acknowledges receipt of the Trust Agreements and represents to the Union and the Funds that it has read the interest and liquidated damages provisions and that the liquidated damages provision is a reasonable approximation of damages to the Funds which are difficult to ascertain. Employer further acknowledges that any right of the Trustees to waive interest or liquidated damages pursuant to the collection policy, shall not modify the Employer’s agreement that the maximum liquidated damages specified in the Trust are reasonable approximation of actual damages under all circumstances where the Employer is delinquent.

Employer acknowledges that the Trustees of the Funds have the Fiduciary obligation under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) to ensure prompt collection of Employer contributions and the resolution of delinquencies through the use of payroll audits and other enforcement procedures. Accordingly, the Employer hereby irrevocably designates as its representatives the Trustees named Employer Trustees of the Funds and their successors in connection with the adoption, amendment and administration of a collection policy setting forth payroll audit and collection procedures in accordance with the terms and conditions of ERISA prohibited transaction class exemption 76-1. Employer hereby consents to and agrees to be bound by the provisions of such collection policy, as amended, as though fully set forth in this Agreement.

6) Wages

All regular employees will be paid in accordance with the following wage scale on the effective date indicated below:

Effective	Sept 1, 2022 6%	Sept 1, 2023 5.5%	Sept 1, 2024 4.5%
Security Officers	\$19.08	\$21.13	\$21.03
Control Room Officers	\$19.50	\$20.58	\$21.50
Lead Officers (post supervisors)	\$21.45	\$22.65	\$23.66

All employees specified in Section 6 who receive wages over the amounts specified in this Agreement shall receive on September 1st of every year of

the contract:

September 1, 2022:	6% increase
September 1, 2023:	5.5% increase
September 1, 2024:	4.5% increase

7) Working Conditions

Section 1: The employer shall not require medical approval because of short-term illness or disability up to and including three (3) working days unless the employee has had two (2) or more absences in the preceding six (6) months without medical approval from the employee's physician.

Section 2: Employees shall be paid at the straight time rate for all training required by the Employer or mandated by law or policy of State, County, municipality or Federal government. Any work over 40 hours per week, including any mandatory training hours, shall be paid at time-and-one-half. The cost of tuition, licenses, registrations and renewals required for employment duties by Employer or governmental body shall be paid by the Employer. When the employee resigns from a contractor (other than retirement) and the contractor has paid a Permanent Employee Registration Card (PERC) fee for the employee, a deduction shall be made from the employee's final paycheck to cover the PERC fee for the portion of the three (3) year period remaining after the employee's resignation if the employee has not already paid for it.

8). Funeral Leave

The Employer agrees to pay regular employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral.

The term "immediate family" shall mean: spouse, civil partner as defined by Illinois State Law, parent, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, step parents and step-child. In the event the employee is unable to attend the funeral, the employee shall be allowed one (1) day at straight time.

One day's pay at straight time shall be given on account of death of an employee's brother-in-law, sister-in-law, daughter-in-law or son-in-law.

9) Trust Agreement

The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing said SEIU Local 1 and Participating Employers Health Trust and SEIU Local 1 and Participating Employers Pension

Trust and all amendments thereto, and hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trusts and all actions to be taken by such Trustees within the scope of their authority, including the authority of the Trustees to restrict the benefit provisions with respect to a new employer group as provided by the Trust Agreements. The Union and the Employer shall endeavor to have the Trustees of the Trust and the Fund arrange to have the employee's last employer notified when an employee makes application for a pension. In the event that an employee works during his or her holiday or vacation, one payment to the Pension Trust or Fund is all that will be required.

10). Leave of Absences

Section 1: The Employer shall grant a leave of absence in writing because of illness or disability, substantiated by medical approval, upon the following schedule: under one year seniority, no leave; one year to three years' seniority, six months' leave; three years to five years' seniority, nine months' leave; after five years' seniority, one year leave. Upon return from such leaves and subject to the rights of the Employer under Article II hereof, the employee shall return to the assignment previously being performed by the employee or in the event such assignment no longer exists, a substantially comparable position.

Section 2: The Employer shall not unreasonably withhold the granting of a personal leave of absence submitted in writing for reasons other than illness or disability of up to fourteen (14) days after two (2) years and up to ninety (90) days after five (5) years of seniority. The Employer shall not be required to grant a personal leave of absence until after twenty-one (21) months have expired since an employee's previous personal leave of absence. Failure to return to work without justifiable cause following a personal leave of absence will be grounds for termination.

Section 3: An employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business shall be granted unpaid leaves of absence for the period required to fully carry out said business, but in no case shall the leave last longer in duration than one (1) year. The Union shall give written request for such leaves at least three (3) day in advance including the expected dates and duration of such leaves. Any leave of two (2) months to one (1) year under this section shall necessitate that the employee work six (6) consecutive months back on the job before being granted a new leave. The Union will not request more than two (2) employees from any one Employer to be allowed a Union leave unless it is an emergency.

Section 4: During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the

Employer and the Union, employment of an employee on such leave of absence may be terminated.

Section 5: The provisions of the Family Medical Leave Act, where more favorable, shall supersede the provisions of this Article.

11).TRANSITION PROCEDURE

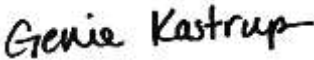

Section 1: The parties agree the new Employer shall have the right to establish and apply reasonable employment criteria and to decline to employ an individual who fails to meet such reasonable employment criteria. In the event there are to be fewer security positions than there are current employees who are both acceptable to the new Employer and willing to accept such offers, seniority shall govern.

Section 2: Employer shall not change wages or benefits. Working conditions shall not be changed unless required by the State of Illinois.

Section 3: Employer shall not change starting or quitting times or scheduled workdays of employees unless required by the State or to comply with any State or Federal labor law.

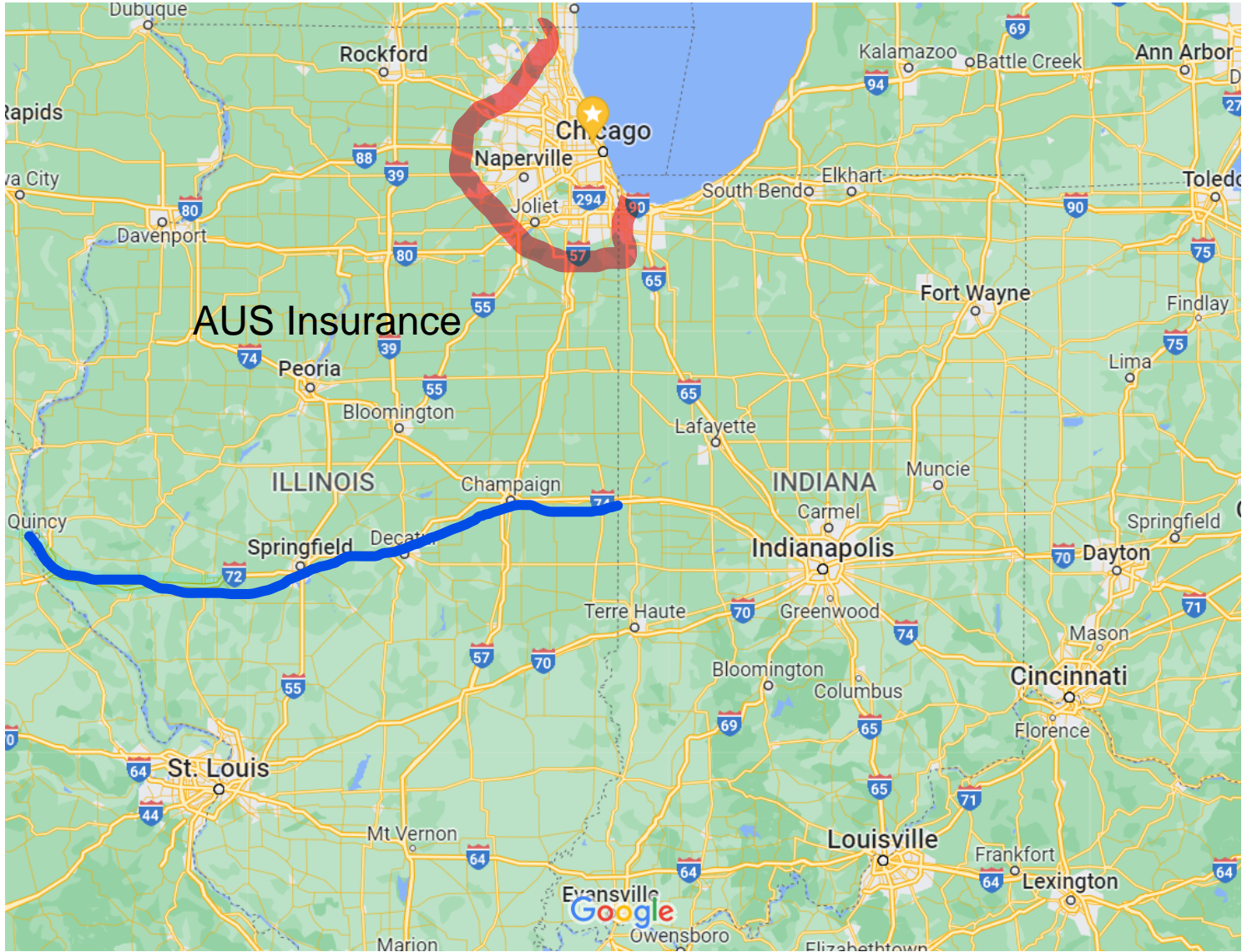
12) Dues Deduction

The Employer also agrees not to change the dues deduction or initiation amounts which were previously in place for the officers who work at 36 South Wabash and/or 33 South State, unless directed by the Union.

			
_____	Date _____	_____	Date <u>3/30/22</u>
Genie Kastrup SEIU Local 1 President		Universal Protective Services, LLC dba Allied Universal Security Services	



RED Line - SEIU International H&W Fund - BLUE Line and below - SEIU Missouri H&W Fund



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