

**INDIANAPOLIS AREA  
COLLECTIVE BARGAINING  
AGREEMENT**

BETWEEN

**SBM SITE SERVICES**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1**

**EFFECTIVE**

**AUGUST 1, 2022 THROUGH JULY 31, 2025**

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This Agreement, dated August 1, 2022-is by and between SBM SITE SERVICES (herein the "Company") and the Service Employees International Union, Local 1 (herein the "Union").

**SECTION 1.1**

**ARTICLE 1.  
RECOGNITION**

The Company recognizes the Union as the exclusive bargaining agent for certain janitorial employees working in commercial office buildings in the Indiana counties of Hamilton and Marion, but excluding project employees, clerical employees, sales employees, supervisors within the meaning of the National Labor Relations Act, and employees working in buildings of less than 100,000 square feet, in distribution centers, K-12 schools, universities, hospitals, medical buildings, or in manufacturing, research or retail buildings.

**SECTION 1.2**

It is agreed and understood that the above recognition acknowledges and satisfies the representation rights of the Union as the sole and exclusive bargaining agent for the above-defined employees. The recognition herein granted to the Union refers only to its rights to represent the defined group of employees who may be engaged and working in janitorial positions.

**SECTION 1.3**

The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent of the employees and realizes that in order for the Company to provide maximum opportunities for continuing employment, good working conditions and pay, the Company must be in a strong competitive position. The Union and its members, therefore, agree that they will cooperate with the Company and support its efforts to assure excellence in work on the part of its members; that they actively will combat absenteeism and any other practice which restricts efficiency. They further agree that they will support the Company in its efforts to eliminate waste, conserve materials and supplies, improve the quality of work, prevent accidents, and strengthen good will among the Company, the employees, the customers and the public.

**ARTICLE 2.**

## **SECTION 2.1**

### **UNION DUES AND PAYROLL DEDUCTIONS**

Employees shall have the right to join or not join the Union. For employees who join the Union and provide written authorization for the Company to withdraw dues, the Company shall honor employee check-off authorizations and withhold dues from the employee's wages. Any employee who is paying dues may stop making the payments by giving written notice to both the Union and the Company during the period not less than thirty (30) and not more than forty-five (45) days before

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the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Company and the Union, whichever occurs sooner. The Company will honor employee check off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union. The Union shall notify Companies of the dues structure and amounts to be paid. Along with the dues remittance, the Company shall transmit in electronic Excel format, a list of all employees covered by this Agreement. The list shall include the employee's full name, last four digits of the social security number, wage rate, worksite address, scheduled hours, home or mailing address, contact phone number, Union membership status, and amount of dues paid during the month of payment for those employees who pay dues. With each monthly dues remittance the Employer shall include a list of employees termed for that month.

**SECTION 2.2** The Company agrees to deduct SEIU Local 1 COPE-PAC contributions in whatever sum is authorized by the employee from the pay of employees upon receipt of a voluntary written authorization executed for that purpose, only so long as such deductions and contributions are in compliance with all substantive and procedural law in effect at that time.

**SECTION 2.3** The parties acknowledge and agree that the term "written authorization" 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 Company 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 "written authorization" for purposes of this Agreement.

**SECTION 2.4** The Union agrees to indemnify, defend and hold harmless the Company for any action it takes in compliance with the provisions of this Article. As a result of such a claim, the Union shall have the right to select counsel and to settle any matters.

**SECTION 3.1**

**ARTICLE 3.**

**DISCHARGE AND DISCIPLINE**

It is agreed that each party shall treat the other with mutual respect and dignity and the Company shall only discharge or discipline employees for just cause. Following the probationary period, copies of suspensions and terminations will be provided to the Union within five (5) working days of their issuance.

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**SECTION 3.2**

All employees shall have the right to have a steward present at any investigatory meeting that the employee reasonably believes might lead to discipline. The employee must request the steward to be present.

**SECTION 3.3**

Progressive discipline shall be used for all infractions which do not meet standards for immediate termination. All written disciplinary warnings, not including suspensions, cannot be used as part of a disciplinary procedure after 12 months, provided that the employee has not been disciplined for similar infractions during the 12 month period. In no case shall written disciplinary warnings, not including suspensions, be used as part of a disciplinary procedure after 12 months.

**SECTION 4.1**

**ARTICLE 4.**

**GRIEVANCE PROCEDURE**



It is agreed that any dispute over the application or interpretation of this Agreement shall be resolved pursuant to the procedure set out below. "Days" as used herein shall mean calendar days. The Company and the Union shall provide the other with the names of their appropriate designated representative to receive all written notices. Timelines under this Article may be extended by mutual consent.

### **Step 1**

The employee and the immediate supervisor shall attempt to resolve any differences at the time they arise. In the event they are unable to resolve the issue, the employee shall request a meeting with the supervisor and/or Company representative and the shop steward to attempt to resolve the issue. If they are unable to resolve the issue, the grievance shall be reduced to writing and submitted to the Company's designated representative within fifteen (15) days of the incident giving rise to the grievance or the grievance shall be deemed resolved. Upon mutual agreement of the parties, disputes that involve either written verbal or written reprimands given to an employee may be handled as follows:

The Union or employee may protest within fifteen (15) days of the incident being protested. Such warnings or reprimands will not be grieved and shall not require a hearing between the Company, the Union and the employee to resolve. Should these warnings or reprimands be used as a part of a progressive disciplinary policy that could lead to suspension, up to and including termination, then at the time all discipline can be challenged in writing within the time limits as outlined in this Article 4, Grievance Procedure.

### **Step 2**

Any grievance other than a suspension or termination shall be heard at a monthly meeting of the Union and Company. If they are unable to resolve the issue, the Union shall notify the Company in writing within five (5) days of the Step 2 monthly meeting

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that the grievance will be moved to Step 3. Suspensions and Terminations: The Company representative, the employee and the Union Representative shall meet within five (5) days of receipt of the written grievance to try to resolve the issue. If they are unable to resolve the issue, the Union shall notify the Company in writing within five (5) days of the Step 2 meeting that the grievance will be moved to Step 3.

### **Step 3**

The Union shall notify the Company in writing within five (5) days of the Step 2 meeting of its intention to advance the grievance to arbitration or it shall be deemed resolved.

**SECTION 4.2**

Following a request for arbitration as provided for above, the parties will attempt to mutually agree upon an arbitrator. If the parties cannot mutually agree, they will jointly submit a request for a list of seven (7) arbitrators to the Federal Mediation and Conciliation Service. The parties shall alternatively strike one (1) name from the panel until one arbitrator's name remains. Each party may reject no more than one (1) list of arbitrators. When selected, the parties shall advise the arbitrator that he/she must render his/her decision within ten (10) business days following the close of the arbitration hearing.

**SECTION 4.3**

The power and authority of the arbitrator shall be strictly limited to determining the meaning and interpretation of the explicit terms of this Agreement as herein expressly set forth. The arbitrator shall not have authority to add to or subtract from or modify any of said terms, to establish or change any wage or rate of pay. The arbitrator's award shall be final and binding on matters before him. Only a single grievance may be heard by the arbitrator at one time. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the parties in the presence of each other. The parties agree that the power and jurisdiction of any arbitrator chosen hereunder shall be limited to deciding whether there has been a violation of a provision in this Agreement. The arbitrator shall not substitute his judgment for that of the Company in the absence of a clear abuse of discretion.

**SECTION 4.4**

The expenses of arbitration shall be equally borne by both parties, except that each party shall pay any expenses of its attorneys, representatives and witnesses.

**SECTION 4.5**

The grievance and arbitration procedure provided for herein shall constitute the sole and exclusive method for adjustment and settlement between the parties of any and all grievances. A grievance may be submitted to mediation by mutual agreement of the Company and the Union.

**SECTION 4.6**

The grievance and arbitration provisions provided herein as well as any right or obligation under the agreement are limited to grievances or claims arising during the term of the Agreement.

**SECTION 5.1****ARTICLE 5.  
WAGES**

Employees shall receive either the minimum pay rate or the minimum increase to their current pay rate, whichever results in a higher rate, during the term of this Agreement:

Date	Minimum Pay Rate	Minimum Increase
1/1/23	<b>\$ 13.05/hr</b>	<b>\$ 1.05/hr</b>
1/1/24	<b>\$ 13.65/hr</b>	<b>\$.60/hr</b>
1/1/25	<b>\$ 14.15/hr</b>	<b>\$.50/hr</b>

Notwithstanding the foregoing, newly hired employees may be paid a "new hire" rate of \$.50 (fifty cents) per hour below minimum hourly rate during their first six (6) months of employment and a rate of \$.25 (twenty-five cents) per hour below minimum hourly rate from the seventh through the twelfth (12th) month of employment with their rate being increased to the applicable contract rate effective the first day of the first pay period after twelve (12) months of employment.

The Company may utilize hourly bonus arrangements. Such arrangements may be implemented, changed or deleted by the Company so long as it is otherwise in compliance with the wage requirements set forth above.

**SECTION 5.2**

The parties agree that, during the term of this Agreement,

should any law get passed that increases the legal minimum wage to a wage higher than prescribed in this Agreement, the Company agrees that all employees covered by this Agreement shall receive a minimum pay rate that is \$0.50 per hour higher than the federal minimum wage.

**SECTION 5.3**

weeks.

**SECTION 5.4**

provisions.

Employees shall be paid no less often than every two (2)

Prevailing wage contracts are not subject to this Article's

**SECTION 6.1**

**ARTICLE 6.  
HOURS OF WORK**

All work performed in excess of forty (40) hours in any workweek by employees shall be considered overtime and shall be compensated for at the rate of time and one-half of the regular pay rate. If the Company's overtime requirements cannot be met on a voluntary basis, overtime shall be assigned in order of reverse seniority where practical consistent with the employee's ability to perform the work.

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**SECTION 6.2** All employees who work five (5) hours or more shall receive one (1) fifteen (15) minute break with pay per shift. Employees who work ten (10) hours or more shall receive two (2) fifteen (15) minute breaks with pay per shift.

**SECTION 7.1**

**ARTICLE 7.  
INCREASED HOURS**

Effective August 1, 2021, no less than forty (40) percent of the Company's employees shall work a minimum of thirty (30) hours in five (5) consecutive days. Thirty (30) hours per week shall be considered a full time employee for the purposes of this Agreement.

**SECTION 7.2**

Decisions of the building owners or managers concerning energy issues are not subject to the grievance procedure. Energy issues include, but are not limited to, lighting, air conditioning, gang cleaning, and energy-saving devices.

**SECTION 7.3**

The Company shall give the Union at least one (1) week notice before hours are reduced in a building for a period exceeding two (2) weeks. Any decisions as to which employees will have hours reduced shall be done by seniority by shift, with the most senior employees by shift keeping full time or maximum hours.

**SECTION 8.1**

**ARTICLE 8.**

**HEALTH AND WELFARE**

The Company will offer its full-time employees a health insurance plan at the employee only enrollment level that is compliant with the Affordable Care Act. Employees may choose to enroll or decline coverage. The Company may choose the terms of the plan. For the purposes of this section, "full-time" means an employee regularly scheduled to work 30 or more hours per week.

**SECTION 8.2**

Employees shall be eligible for the health insurance no later than the first of the month after their 60th day of employment.

**SECTION 8.3**

The monthly cost for the employee for employee only coverage described in Section 8.1 shall not exceed \$100.00 per month during the term of the Agreement.

**SECTION 8.4**

The Company may offer additional insurance such as dental, vision, life insurance, and short/long term disability. The Company retains the right to determine the employee contribution for these benefits.

**SECTION 8.5**

The Union and the Company shall create a committee to investigate and discuss health care plan designs and costs in order to create common ground for discussions around health care in bargaining.

**SECTION 9.1**

**ARTICLE 9.**

**HOLIDAYS, VACATIONS & PAID TIME OFF**

The following days shall be observed as paid holidays for all non-probationary employees:

**SECTION 9.2**

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

To be eligible for holiday pay, the employees must have passed their probationary period and must have actually worked the full scheduled work day before and the full scheduled work day after the holidays, unless otherwise given express permission from management. If a holiday falls on a day an employee would not have normally worked, the employee, at their discretion, shall either receive the holiday pay or an additional day off. The holiday pay will be predicated upon the hours the Employee would

have normally worked on the day in question.

**SECTION 9.3**

Full-time employees will receive vacation with pay based on the following years of service with the Company:

After one (1) year of continuous service - one (1) week;

After three (3) years of continuous service - two (2) weeks.

Employees currently receiving vacation whose hours are reduced by the Company will continue to receive vacation as calculated in Sections 9.3 and 9.4.

**SECTION 9.4**

Vacation time shall be based on the normal hours an employee would have worked during the time they schedule their vacation.

**SECTION 9.5**

Vacations may be scheduled by the employee subject to the approval of the Company. The Company shall approve vacations based on business needs, but shall not unreasonably deny the requests. Employees may use vacation time if it is necessary to be off of work due to the death of an immediate family member. Vacation pay may not be taken in lieu of time off, and vacation may not be carried to the next year.

**SECTION 9.6**

All part-time employees may take up to one week (5 days) of unpaid time off, to be scheduled subject to the approval of the Company, after one year of continuous service.

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**SECTION 9.7**

All full time employees with one (1) year or more of service shall receive two (2) paid personal days per year. Effective January 1, 2023, all full time employees with one (1) year or more of service shall receive three (3) paid personal days per year. The term "full time employees" means an employee regularly scheduled to work 30 or more hours per week. Personal days shall not roll over from year to year and remaining personal days shall not be paid out at the end of the year.

**SECTION 9.8**

The Company agrees to pay employees covered by the Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three (3) scheduled workday at straight time, provided the employee attends the funeral or similar service. The term "immediate family" shall mean current spouse, parent, step-parent, child, step-child, brother, sister,

current father-in-law, current mother-in-law, grandparent or grandchild. At the request of the Company, the employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Company.

**SECTION 10.1**

**ARTICLE 10.**

**JOB TRAINING & JOB ACCESS**

Job Training, Raising Standards and Job Access. It is in the interest of cleaners, contractors, and the broader community to provide training and raise the standards of current employees and their occupations. The cleaning industry needs a constant supply of quality workers, and workers in our communities need access to these improved job opportunities.

**SECTION 10.2**

The Company and Union agree to meet to establish a training program for union members. This training program will be jointly established and operated by the Company and Union. In addition, the Company and Union agree to seek funding through alternative sources.

**SECTION 10.3**

The Company and the Union, upon mutual agreement, may establish a Community First Source Hiring Program. The Company will receive prompt, cost free referrals of qualified applicants.

**SECTION 11.1**

**ARTICLE 11.**

**SAFETY & WORKING CONDITIONS**

If uniforms are required, it is agreed the company shall, at its own expense, furnish them. The employees agree to take good care of such uniforms, if provided.

**SECTION 11.2**

The Company shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.



**SECTION 11.3**

No employee shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such

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circumstances shall not be considered cause for discharge or discipline. Employees who believe abnormally dangerous conditions exist must immediately inform their supervisor of such conditions. The Union and Company shall cooperate towards the objective of creating a safe and healthy workplace for all employees and agree to meet upon request of the other party to discuss concerns relating to health and safety. The Company shall provide and maintain an adequate first aid kit in the office of the building or some other central location.

**SECTION 11.4**

If an employee is asked to perform all or part of an absent employee's work assignment, the Company shall provide additional work time and pay to perform such work, or inform the employee doing the work what specific duties may be removed to complete the work. Decisions regarding these coverage work assignments are determined by the Company.

**SECTION 12.1**

**ARTICLE 12.**

**SENIORITY & LAYOFF**

"Seniority," as the term is used in this Agreement, shall mean and include the following factors: length of continuous service in a building, skill and ability. When skill and ability are equal, length of service shall govern. New employees shall be considered probationary employees for the first 90 calendar days of employment. During their probationary period, employees shall have no seniority and may be laid off, disciplined, suspended, or terminated at the sole discretion of the Company and such action shall not be subject to the grievance procedure of this Agreement. An employee's seniority rights shall not be affected by a change of ownership or property management.

**SECTION 12.2**

In all layoffs of the working force or recall after layoff, seniority shall govern. The Company agrees to notify the Union at the earliest date possible in the event of layoff. The Company further agrees that all layoffs will be in reverse order of seniority by classification within a location and all recalls shall be in

order of seniority by classification within a location.

**SECTION 12.3**

Seniority of an employee shall be terminated when the

employee:

a.

b.

c.

d.

Quits.

Is discharged for just cause.

Is absent from work for a period of three (3) consecutive days without notifying the Company unless the employee has an excuse acceptable to the Company.

Fails to report for work following a leave of absence.

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e.

f.

g.

**SECTION 12.4**

Fails, following layoff, to return to work within three (3) work days following receipt of notice of recall from layoff by telephone or within three (3) days of notice sent

to the last known address.

Has been on layoff for a period of more than six (6) months, provided that during that period the employee shall notify the Company and the Union, in writing, certified mail, return receipt requested, of his/her then current address and telephone number and of his/her desire to remain on the seniority list.

Accepts new employment while on medical or other leave of absence unless agreed to in writing by the Company.

The parties recognize and agree that customer demands might dictate than an employee be terminated. When so requested by a customer, an employee will be notified of that fact and his/her employment shall cease. In such event the Company will place the employee at a job at another location with no loss in wages or benefits in the following order: by transfer to an open position, by probationary bump, by mutual consent to exchange employees from one building to another, or first available position to be filled.

#### **SECTION 12.5**

The Company shall post a seniority list in each building in a place accessible to all employees, or provide such list to all employees. Said list shall contain the names of all employees who have seniority as provided for herein and their respective seniority date; the last four digits of the employees social security number, their worksite and worksite address; and shall be updated quarterly including a date prior to vacation scheduling. A copy of the seniority list shall be made available to the Union upon request.

### **ARTICLE 13.**

#### **JURY DUTY**

#### **SECTION 13.1**

An employee required to be absent from scheduled work of the Company while attending jury duty shall be excused from work up to ten (10) days by the Company for the time he/she was working for jury duty services and he/she will receive for such time the difference between the payment he/she received for such jury duty service and his/her regular wages for the time he/she was absent because of such duty service. Such absence must be supported by a statement signed by the Clerk of Courts certifying as to each day of each jury duty service.

**SECTION 14.1**

**ARTICLE 14.**

**UNPAID LEAVES OF ABSENCE**

The employee and the Company shall have all rights and obligations provided them under the Family and Medical Leave Act.

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**SECTION 14.2**

The Company shall not unreasonably withhold the granting of personal unpaid leave of absence of more than three (3) days submitted and approved in writing up to thirty (30) days after one (1) year seniority. Leaves of absence may be extended by mutual consent between the Company and the Union. The Company shall not be required to grant a personal leave of absence until after twelve (12) months have expired since an employee's previous personal leave of absence.

**SECTION 14.3**

An employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business shall be granted a leave of absence for the period required to fully carry out said business. The Company must receive at least ten (10) days written notice of the leave. The number of employees on leave, the number of leaves permitted per year and the length of the leave shall be subject to the reasonable approval of the Company.

**SECTION 14.4**

During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the Company and the Union, employment of an employee on such leave of absence may be terminated.

**SECTION 14.5**

If an employee has been off work three days or more due to illness or accident, the employee, prior to returning to work, must furnish the Company in writing with proof of illness or accident, signed by a physician and certifying that the employee has the physical ability to work on his regular job. The Company may, at any time, require an employee to take a physical examination given by the Company

doctor and no employee shall be permitted to work in the event the Company doctor, in writing, states that the employee is not physically able to perform all the essential functions of his regular job.

**SECTION 15.1**

**ARTICLE 15.**

**NO STRIKE/NO LOCKOUT**

There shall be no picketing, respecting of picket lines, supporting or sympathy strikes, strikes, sit-downs, slow-downs or work stoppage, during the life of this Agreement, nor shall any officer or official of the Union or any of its locals assist or encourage any picketing, supporting of sympathy strikes, sit-downs, slow-downs or work stoppage, during the life of this Agreement. If any employee, or group of employees represented by the Union, should violate the intent of this section, the Union shall take immediate affirmative action to prevent such illegal acts and take all necessary steps to the end that work will be properly and orderly resumed. Violation of the provisions of this section shall be grounds for disciplinary action or discharge without recourse to the grievance or arbitration procedure by either the Union or the employees, except that there may be an arbitration held to determine the sole issue of whether an employee violated this Article, but in the event of a finding of violation by the employee, the arbitrator shall have no authority to change or reduce the penalty imposed by the Company.

**SECTION 15.2**

The Company agrees that during the term of this Agreement

it will not engage in a lockout of its employees.

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**SECTION 16.1**

**ARTICLE 16.**

**UNION RIGHTS**

The Company shall permit the posting of Union bulletins in employees' locker room, where available, and shall permit Union Stewards reasonable freedom to perform their duties during working hours following notification of their Supervisor. Union stewards shall be given fifteen (15) minutes on the clock with new employees in their building(s) within five (5) work days of the new employee starting, to do orientation.

**SECTION 16.2**

Accredited representatives of the Union may enter the building of the Company during the working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to working schedules. When a Union representative desires to enter a building during business hours, they will provide notice to the Company at least one (1) business day before the visit unless otherwise required by building security or building management. When entering the building, they will register with building security, abide by security rules and contact the supervisor. The Company will not pay employees for time spent with Union representatives. Access will be denied if the owner or manager objects to such access. In the event of owner or manager objection to access, the Company agrees to meet and confer with the Union on alternative means of access to employees.

**SECTION 16.3**

Within five (5) working days of a request, an employee shall have the right to inspect his/her personnel file in the presence of a Company representative. An employee may be accompanied by a Union representative if he or she so desires.

**SECTION 16.4**

The Company agrees to release one shop steward per building per shift two (2) times per year during the work hours without pay for shop steward training classes upon written notice from the Union of at least ten (10) working days. The number of shop stewards released on any one day shall be subject to the reasonable approval of the Company.

**SECTION 16.5**

The Union shall furnish the Company with a list of its officers and stewards, and shall, as soon as possible, notify the Company in writing of any changes therein. No officer or steward shall be recognized by the Company until such notification of appointment shall have been received by the Company from a duly authorized officer of the Union. The Union shall designate a chief steward and one (1) alternate in the chief steward's absence.

**SECTION 16.6**

On a monthly basis, or more frequently as needed, the Company shall provide the following information on all newly hired employees in Excel electronic format: Full name of new hires, social security number, wage rate, worksite address, hours scheduled, home or mailing address, and contact phone number.

**ARTICLE 17.****MANAGEMENT RIGHTS**

Except where limited by the specific terms of this Agreement, the Company retains the sole right to manage its business and direct the workforce. It is agreed that nothing in this Agreement shall limit the Company in the exercise of its functions of management, including but not limited to the right to decide the number, location and relocation of its places of operation or any part thereof; the merger, sale or termination of all or any part of its business; the closing down of any business location, or any part thereof, to alter, rearrange, combine, transfer, assign or cease any job, operation or service; the services to be rendered; the work to be contracted out or purchased providing that such contracting out does not result in the displacement of bargaining unit positions; the required equipment; the methods and schedules of operations; the schedules of service; the service processes, methods and techniques, including the introduction of new or changed service methods; the need for equipment and the use of equipment or materials; the customer(s) to be served; financial policy including determination of every aspect of the organization of all internal operations; the setting of incentive rates; and the amount of supervision necessary. It is further recognized that it is the sole responsibility of the management of the Company for the selection, direction, size and make-up of the work force, including the right to hire, discharge for just cause, layoff, demote, assign or reassign, to discipline and suspend for just cause; to relieve employees from duties and assignments because of the lack of work; to combine and eliminate jobs; to determine the number of employees on any particular assignment and to establish job assignment standards, including job-related testing and periodic background checks; to decide and/or change the pay period with reasonable notice to the union; to set shift schedules and hours of work; to set the standards of quantity and quality of work; to determine, and from time to time re-determine, the number of employees to be employed; to establish jobs or readjust or eliminate existing jobs; to establish, maintain and amend rules regarding work, discipline and safety; and drug/alcohol testing including pre-employment, during probationary period, for promotions, for reasonable cause, post accident and as required by the customer (the Company will negotiate with the Union regarding any other reasons for drug/alcohol testing); and to establish and maintain job requirements and job contents and the standards of service.

**SECTION 18.1**

**ARTICLE 18.**  
**NON-DISCRIMINATION**

There shall be no discrimination against employees by reason of race, color, age, religion, national origin, sex, gender identity, sexual orientation, disability, veteran status, marital status or Union membership.

**SECTION 18.2**

Any claim which is cognizable under Title VII of the Civil Rights Act of 1964 as amended or under any other applicable federal, state or local civil rights legislation shall not be arbitrable except by written mutual consent of the Company and the Union. Any such claim shall first be submitted as a grievance to the Company with the appropriate evidence necessary to ascertain the merits of the claim. Absent such mutual consent, the sole recourse of an employee with such claims shall

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be the government agency or court having jurisdiction over such claim. The Union and Company agree to make a good faith effort to try to resolve any such issue.

**SECTION 18.3**

The Company shall accommodate members who request time for religious prayer at break time during work hours according to existing past practice, provided the employees complete their full workday obligations without additional straight time compensation. If no past practice exists, the Company shall allow for prayer time in lieu of break times.

**SECTION 19.1**

**ARTICLE 19.**  
**IMMIGRATION**

Subject to applicable laws, following an employee's first ninety (90) days of employment, if the Company receives information it believes calls into question an employee's ability to work legally in the United States, the Company will notify and meet with the Union before taking action regarding the employee. In the case that the Company is legally required to remove an employee from employment due to immigration status, the Company shall grant an unpaid leave of absence of up to ninety (90) days in order that the employee may take care of any outstanding legal issues with regard to their ability to work in the United States. During this leave of absence the employee shall accrue seniority and, if they return to work, shall be returned to their



original position with no loss of seniority and with no reduction in wage rate or benefits.

**SECTION 19.2**

In the event of the passage of federal or state immigration reform, the Union and Company agree to meet and bargain on issues that may surface affecting terms and conditions of employment.

**SECTION 20.1**

**ARTICLE 20.**

**NON-UNION BUILDINGS**

In any instance where the Company signatory hereto desires to submit a bid to perform unit work at a building being serviced by a contractor not a party to a collective bargaining agreement with the union which would cover the work in question, it is agreed that the wage and fringe benefit provisions of this Agreement may be waived with respect to such bid and the Company signatory hereto will not be required to pay the wage levels and fringe benefits called for in this Agreement to such employees; provided however that any such waiver shall be extended to any other janitorial contractor signatory to a collective bargaining agreement providing economic terms which are equal to or greater than those contained herein. The Company signatory hereto shall submit to the Union, within six months, a plan that would raise wages and fringe benefits to the levels established in this Agreement, but in no event shall this period exceed 24 months from the date the customer contract becomes effective.

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**SECTION 21.1**

**ARTICLE 21.**

**TRADE NAMES**

All contracts regarding work covered by this Agreement must be signed in all trade names, corporate names and/or subsidiaries providing services covered by this Agreement.

**ARTICLE 22.**

**SECTION 22.1**

**SUCCESSORSHIP AND CHANGE OF EMPLOYER**

The Company will furnish the Union notice of termination of any of its cleaning contracts not later than thirty (30) days prior to the expiration of that contract, or upon notification of the termination when the Company is authorized to do so. If the Company is given less than thirty (30) days notice, the Company will immediately furnish the Union with notice of the termination when authorized to do so. Thereafter, the Company shall meet with the Union to discuss the effect of such termination of bargaining unit employees.

**SECTION 22.2**

The Company agrees to notify the Union of any new locations

it obtains within the coverage of this Agreement upon request by the Union.

**SECTION 22.3**

If the Company assumes responsibility for a location which is under contract with another signatory union contractor, the newly arriving Company will offer employment to the non-probationary employees of the departing predecessor contractor at that location, according to the following conditions:

(a)

the predecessor contractor shall have the right to offer employment to the employees within its organization at another location in the same geographic area and at the same level of pay and benefits;

(b)

the newly arriving Company shall not be required to offer employment to employees who have accepted employment elsewhere with the predecessor Company;

(c)

the Company's customer may specifically designate employees of the departing contractor who will not be hired by the Company, in which case the departing contractor will place the employee at a different location, with bumping rights according to seniority, without loss of benefits. Customer decisions in this regard shall be final and binding and shall not be subject to the grievance procedure;

(d)

employees shall be required to pass the Company's normal selection

processes such as background checks/drug screening;

(e) employees hired by the newly arriving Company will retain their previous seniority date, as well as their previous pay rate;

(1) the number of employees hired for such location and the assignments given to such individuals shall be exclusively the

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determination of the newly arriving Company, so long as any reductions in staff as a result of a change in employer shall be subject to the layoff and recall provisions under Article 12 of this Agreement; and

(g)

disputes over pay, seniority and pay levels may be subject to the grievance process.

#### **SECTION 22.4**

It is in the best interests of the parties signatory to this Agreement to make available the most current and accurate information on the bargaining unit when requests for such information are made by any Company to the Union in connection with the Company's obligations under Section 22.3. This information is subject to any building or facility within the defined geographical area where the Company recognizes the Union as the exclusive bargaining agent for certain janitorial employees under this Agreement. Upon request information shall be provided to the Union within four (4) working days from the current Company providing cleaning services at that time. This information will include the name of each employee, date of hire, wage rate and shift.

### **ARTICLE 23.**

#### **MOST FAVORED EMPLOYER CLAUSE**

#### **SECTION 23.1**

If the Union enters into or honors any Agreement, oral or written, which contains any economic terms more favorable to another employer doing work covered by this Agreement other than those contained in this Agreement which become effective during the term of this Agreement, the Company shall have the right to apply those more favorable terms to employees covered by this Agreement prospectively. The Union may, in its discretion and because of extraordinary circumstances, grant more favorable terms at a specific location and/or for a specified period of time, not to exceed six (6) months, but in that event, such terms shall only apply to that location and/or for that period of time. The Union agrees to inform the Company immediately upon signing of any agreement with a company or contractor in the event the terms of such agreement are more favorable than those contained in this Agreement. The Union agrees to inform the

Companies signatory to this Agreement upon the signing of this Agreement by any new signatory.

**SECTION 24.1**

**ARTICLE 24.**

**REGISTRATION OF CURRENT LOCATIONS**

The Company shall provide the Union with a list of all locations employing employees covered by this Agreement within ten (10) working days of the execution of this Agreement. The list shall include the names, address, classification and date of hire of each employee by location. Quarterly the list shall be updated by the Company and sent to the Union.

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**SECTION 25.1**

**ARTICLE 25.**

**MAINTENANCE OF CONDITIONS**

Nothing in this Agreement shall be construed to allow for the reduction of any rate or benefit currently enjoyed by an individual employee, except as otherwise provided in Section 5.1.

**ARTICLE 26.**

**SAVING CLAUSE**

**SECTION 26.1**

Should any court find any part of this Agreement to be invalid, it shall not invalidate the remaining provisions.

**ARTICLE 27.**

**MISCELLANEOUS**

**SECTION 27.1**

The Union will make a concentrated effort to organize the non-Union contractor and will agree to do informational picketing/leaflet distribution at the job site of buildings that are presently Union buildings that are lost to non-Union contractors. The Union contractor losing the building is responsible for notifying the Union prior to termination, if possible.

**SECTION 27.2**

An employee who separates from the Company who has been entrusted with any Company property must return all such property to the Company upon separation. Company property includes, but is not limited to, keys, badges, uniforms, pagers, and other equipment.

**ARTICLE 28.  
REOPENING**

**SECTION 28.1**

This collective bargaining agreement shall, at the option of the Company upon written notification to the Union, be open for renegotiation with regard to economic terms in the event that, forty percent (40%) or more of the requisite square footage encompassed within the bargaining unit is cleaned by a contractor(s) and/or employer(s) which is not signatory to a collective bargaining agreement with the Union which calls for wages and fringe benefits equal to or greater than those in this Agreement. In the event that the reopening occurs, and in the further event the parties are unable to reach agreement within sixty (60) days thereafter, an impasse shall be deemed to have occurred, this contract shall be of no force and effect and both parties shall be permitted full economic recourse. The Company may provide the notice called for herein any time, in which event the Union shall have ten (10) business days thereafter to provide its written statement of agreement or disagreement.

If there is disagreement between the parties, expedited arbitration shall be employed, and the arbitrator must hold a hearing and reach a decision, both within forty-five (45) calendar days after the Union's notice. This contract and recognized Indianapolis

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industry data shall be utilized by the arbitrator in reaching a decision but there shall be a rebuttable presumption in favor of reopening.

**SECTION 28.2**

The Union agrees to make a good faith effort to grow the market past the above-referenced sixty percent (60%) threshold, or the Company may request a

reopener with the purpose of re-evaluating market conditions and make agreed upon adjustments henceforth.

**ARTICLE 29.  
DURATION**

This Agreement shall become effective August 1, 2022 and shall continue in effect until July 31, 2025 and thereafter from year to year unless either party gives written notice to the other of its desire to change or terminate the Agreement not less than sixty (60) days prior to the end of this Agreement or any subsequent year of the existence of the Agreement.

**ARTICLE 30.  
LABOR-MANAGEMENT COMMITTEE**

The Company and Union agree that there shall be a Labor-Management Committee consisting of no more than three (3) individuals from each party, depending on unit size. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than two times per year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure.

SBM Site Services

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Service

Employees International Union, Local 1

Genie  
Kastrup

8/30/2022

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LETTER OF UNDERSTANDING NO. 1

The Company and the Union agree that the following locations are not excluded from the Recognition clause (Article 1) of the Agreement effective August 1, 2012:

Eli Lilly - following locations:

Tech Center Corporate Center

Faris I & II Childcare Centers IUPUI

Greenfield Plainfield

NCAA Distribution Center

NCAA Museum

1.

2.

3.



**LETTER OF UNDERSTANDING NO. 2**

For purposes of Section 2.1, the definition of a valid "employee check-off authorization" shall mean an authorization by the employee within 90 calendar days of being presented to the Company.

The "employee check-off authorization" shall not be valid unless the Union supplies to the Company the anniversary date of the employee's authorization.

If an employee quits employment with a Company, the "employer check-off authorization" and "seniority" per Articles 2 and 12 of the contract both terminate.

If an employee remains with the same Company but transfers from a union-covered building to a non-union covered building, the "employee check-off authorization" ceases upon the transfer and written notification by the Company to the Union.

**LETTER OF UNDERSTANDING NO. 3**

The Company and Union agree that employees providing services to Eli Lilly locations only, which fall under the scope of the SEIU Local 1 Indianapolis Area Agreement, shall receive the following Minimum Pay Rate applied to the rate based solely on job classifications as follows:

Employees shall receive either the minimum pay rate or the minimum increase to their current pay rate, whichever results in a higher rate, during the term of this Agreement:

1/1/2023

\$1.05

1/1/2024  
\$0.60

1/1/2025  
\$0.50

**Classification**  
**Rate**

**Current**

**Minimum Pay**

**1/1/2023**

**1/1/2024**

**1/1/2025**

**Rate**

CSR

\$12.50

\$13.55

\$14.15

\$14.65

Lab Tech

\$14.00

\$15.05

\$15.65

\$16.15

Glass Wash

\$14.00

\$15.05

\$15.65

\$16.15

Floor Tech

\$15.25

\$16.30

\$16.90

\$17.40

Custodial Lead

\$16.00

\$17.05

\$17.65

\$18.15

GMP Tech

\$15.00

\$16.05

\$16.65

\$17.15

Utility  
Tech

\$15.75

\$16.80

\$17.40

\$17.90

Aseptic	\$16.00	\$17.05	\$17.65	\$18.15
GMP Lead	\$17.25	\$18.30	\$18.90	\$19.40

As set out in Article 5 of the Agreement, and notwithstanding the foregoing, newly hired employees may be paid a "new hire" rate of fifty cents (\$0.50) per hour below the Minimum Hourly Rate during their first six (6) months of employment and a rate of twenty-five cents (\$0.25) per hour below Minimum Hourly Rate from the seventh through the twelfth (12th) month of employment with their rate being increased to the applicable contract rate effective the first day of the first pay period after twelve (12) months of employment.

The parties agree that, in the event an employee working in one of the above classifications moves to a classification not set forth above, the employee's wage rate will be reduced by the rate of the differential. The Union further agrees that the Company is under no obligation to provide the above differentials to any employees who service customer locations outside of Eli Lilly.

**LETTER OF UNDERSTANDING No 4**

**MOBILE DEVICE**

Employer shall provide a mobile device with unlimited data and performance management software that incorporates the following online, real-time capabilities into application software ("App"). The Employer's cost to manage and maintain the mobile devices, the phone and data services for the devices and the online system shall not exceed \$175.00 per month, per employee.

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Section 1: Time and Attendance. An App that allows employees to immediately clock in and out at time of arrival or departure from work site, and tracks employees' attendance. Any use of geolocation or geotagging will be limited to when workers use the software to clock in and clock out. In the event that an employee(s) phone is unavailable (whether lost, inoperable, or unable to connect to wifi) the Employer will provide an alternate method by which the employee(s) may clock in and out of work.

Section 2: Job Descriptions. An App that delivers real time access, in a central location, for members and the Union to view and confirm receipt of their specific job descriptions, which define their roles and responsibilities, and also provides real time access to view supervisor's contact information, the Collective Bargaining Agreement, Employer's Employee Handbook, and the Human Resources hotline.

Section 3: Routes. An App that displays employees' daily route expectations, specifically, times and locations for each area of employees' responsibility. This system will not track or otherwise geolocate employees in real time, nor will an employee be disciplined for the sole reason that he or she has not completed their work for the day in the time or method set forth in the route, without first having addressed any concerns, coaching needs, or adjustments to the route, necessary, to help bring employee into compliance with performance expectations.

Section 4: Messaging. An App, that delivers a real-time communication channel for the Union to send messages directly to the employees in the employees' native languages.

Section 5: Notifications. An App that has the capacity to send, in real time, special workplace instruction to members throughout their shifts.

Section 6: Language. An App that allows Union representatives, members, and management to communicate effectively, in real-time, in members' native languages.

Section 7: Hours. An App that tracks and displays hours worked, in real time, as well as members' pay stub history.

Section 8: Training Program. Access to: online training material, relevant to employees' job descriptions and routes; a complete list of required training courses; and, a tracking system for course completion. Employees are not expected to, nor should they access training videos outside of their normal working hours.

Section 9: Performance Review. An App that provides visibility to key performance indicators ("KPI's") to provide employees with transparency to performance expectations.

Section 10: Bonus Program. A monthly bonus program that recognizes and rewards employees for meeting or exceeding KPI's as shown below:

A. Scorecard Bonus

The Employee Scorecard Bonus Program is a performance-based incentive that rewards employees for exceptional work. The program identifies performance requirements, helps employees develop work and interpersonal skills all while measuring their individual performance against service goals.

All employees at this site have the ability to earn monthly bonus of \$50 by passing all 8 KPI's each month:

*Attendance - Less than 2 violations (absent, late or leave early)*

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*Conduct - No verbal or written warnings*

o

*Complaints - Zero in scope complaint*

*Professionalism audit - Pass all 4 criteria (Appearance/uniform, Attitude, Care of equipment/closet, Responsiveness)*

*Report its - Submit a minimum of 2 maintenance or safety items*

*Safety Violations - Zero violations*

*Training - 90% or greater compliance*

*Quality Average - Meet or exceed site goal of 3.0*

Section 11: Scorecards. The Employer will manage all KPI's in real time on employees' mobile devices.

Section 12: Report Cards. An App that provides the ability for employees and the Union to access historical Scorecard information.

Section 13: Requests. An App to submit requests to management (e.g., materials needed, meeting requests, time off, etc.) and to receive prompt response and closure to those requests, with real time visibility to the Union, through the Union dashboard.

Section 14: Reporting. An App that provides a means for reporting safety or building maintenance issues or concerns, to ensure a safe working environment.

Section 15: Attestations. An App that supports safety and labor law compliance, whereby employees are able to confirm that appropriate breaks and lunch periods are taken during their shifts. In the event an employee is not afforded a break or lunch period, the system is able to accommodate employees accurately reporting their time. In the event that an employee(s) phone is unavailable (whether lost, inoperable, or unable to connect to wi-fi) the Employer will provide an alternate method by which the employee(s) may accurately record and/or attest to any breaks taken or breaks that were missed.

Section 16: Union Compliance Dashboard. Union dashboard access, in real time through cloud technology that displays the data gathered and stored in each of the systems set forth hereunder.

## Rider for Rolls Royce Facilities Custodial Work Indianapolis Plants 5 & 8 (IOCN and IOCSW)

This Agreement is between ISS Facility Services, Inc. (herein the “Employer”) and SEIU Local 1 (herein the “Union”) for employees, as defined in Article 1 of the 2022 - 2025 Agreement, working at the Rolls Royce sites listed above.

The Employer agrees to be bound by the August 1, 2022 through July 31, 2025 Indianapolis Area Collective Bargaining Agreement (“Agreement”), except as modified below:

**Wages:** Start Rate for life of agreement \$15.50  
After 90 days - \$16.00

**Wages:** Jan. 1, 2023 Jan. 1, 2024 Jan. 1, 2025  
\$.75 \$.50 \$.50

**Lead Cleaner:** Jan. 1, 2023 \$18.00

**Shift Differential:** 2<sup>nd</sup> Shift \$.38  
3<sup>rd</sup> Shift \$.63

**Health and Welfare:** ISS will provide ACA single coverage healthcare to all employees working 30 hours or more at no cost to the employee.

**PTO (Paid Time Off):** 16 paid days off per calendar year with no rollover. Start January 2023.  
Prorated and available at time of hire, accrual 1.33 days per full month.

No payout upon employment separation, similar to employer plan. PTO is to be used for any sick leave, vacation time, or any other personal time away from work. Unless the PTO is unforeseen or unexpected, you must notify your supervisor in writing at least two (2) weeks before your requested PTO.

ISS/GEI reserves the right to review, approve, and make any necessary changes to the requested PTO to meet business needs. If PTO is unforeseen or unexpected, you must notify your supervisor in writing as soon as possible. Any employee taking time away from work in excess of an employee's annual PTO accrual will not be paid. PTO will not be advanced or rolled over.

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Union ISS Facility Services, Inc. 10-5-2022

10/4/2022 \_\_\_\_\_  
Date Date