

**GREATER MILWAUKEE
METROPOLITAN AREA
CONTRACTORS**

AND

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 1**

STANDARD AGREEMENT - JANITORIAL

AUGUST 1, 2021 THROUGH JULY 31, 2024

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PREAMBLE

This Agreement is made and entered into by and between **ABM JANITORIAL SERVICES** hereinafter referred to as "Employer," and SEIU, Local 1, hereinafter referred to as "Union."

Whereas, both parties to this Agreement desire to prevent strikes and to facilitate the peaceful adjustment of differences that may arise from time to time, and to promote harmony and efficiency to the end that the employees, the Union, and Employer, and the general public may be mutually benefited, the parties hereto contract and agree in good faith with each other as follows:

ARTICLE 1- UNION RECOGNITION

SECTION 1.1 - UNION RECOGNITION: The Employer recognizes SEIU Local Union 1 [the Union] as the sole collective bargaining representative for all the employees in the Greater Milwaukee Metropolitan area coming under the classifications of this Agreement and within the jurisdiction of the Union.

SECTION 1.2 It is mutually agreed that all fill-in workers, floating workers, project workers, working supervisors, and all other non-supervisory employees performing cleaning work within the Downtown jurisdiction shall become and remain members of the Union and shall be covered by this Agreement. Working supervisors are defined as those who are regularly scheduled to perform bargaining unit work on an established run of 4 hours or more per day.

ARTICLE 2 - NONDISCRIMINATION

SECTION 2.1 - NONDISCRIMINATION: No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership or activities in the Union. Neither the Employer nor the Union shall discriminate for or against any employee or applicant for employment covered by this Agreement on account of race, color, religious creed, national origin, age (except as allowed by law), sex, marital status, sexual orientation, physical handicap or veteran status or any other protected class as defined by State or Federal law. It is the policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age (except as allowed by law), sex, marital status, sexual orientation, physical handicap or veteran status or any other protected class as defined by State or Federal law.

SECTION 2.2 - USE OF GENDER TERMS: Employee means all persons covered by this Agreement whether male or female and the use of masculine terms or pronouns shall include the feminine.

ARTICLE 3 - UNION SECURITY/CHECKOFF

SECTION 3.1 - CHECKOFF: The Employer will deduct from the first pay of each month the Union dues of each employee covered by this Agreement for whom the Employer has signed authorizations. Any Employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the Employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer 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 employers of the dues structure and amounts to be paid. Dues should be remitted on a monthly basis, not quarterly. The Employer shall provide information for each member of the bargaining unit and shall provide this information to the Union on a regular monthly basis. Such information shall be transmitted electronically in a common, commercially-available electronic spreadsheet format specified by the Union, and shall include the worker's full name, social security number (last four digits), wage rate, worksite address, hours worked in a month for which payment has been made, home or mailing address, home phone number, personal wireless telephone number, electronic e-mail address, and amount of dues paid during the current month of payment, if any. The Union shall provide a standardized formatted spreadsheet to all Employers.

Section 3.2 Information: The Employer agrees to notify the Union monthly by the tenth (10th) day of each month of the name of all new employees hired in the month prior, including their worksite, phone, seniority date, wage rate, full- or part-time status, hours per shift and days per week scheduled,

SECTION 3.3 - MAINTENANCE OF MEMBERSHIP: The Union will indemnify, defend and hold the Employer harmless against all liability, damages, claims and costs incurred by the Employer, including but not limited to court costs, judgments and attorney fees and expenses, by reason of Employer's compliance with this Section. The Union reserves the right at its option and at its own expense, to appear and defend all such claims whenever suit is brought against the Employer. Employee protests of discharge for alleged non-payment of Union initiation fees or dues will not be subject to the grievance procedure or arbitration.

SECTION 3.4 - COMMITTEE ON POLITICAL EDUCATION (COPE):

The Employer agrees to deduct and transmit to SEIU COPE all monies deducted monthly from the wages of those employees who voluntarily authorize such contributions on the forms provided by SEIU Local 1 for that purpose. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom

such deductions have been made and the amount deducted for each employee.

Section 3.5: The Employer shall remain neutral with respect to whether or not an employee chooses to join the Union and the Employer shall not make any statement or take any action concerning employee choice concerning membership in the Union.

ARTICLE 4 - UNION VISITS

SECTION 4.1 - UNION REPRESENTATIVE (UNION EMPLOYEE) VISITS: The Union Representative shall be allowed to visit the building site for the purpose of ascertaining whether or not this Agreement is being observed. This right shall be exercised reasonably. The Union Representative shall call the Employer's main office before proceeding through the building. In the event the Union Representative has a good reason to go to a particular site in the building beyond the Employer's office, he may do so if accompanied by the Employer's or building manager's representatives. The Union Representative shall not interfere with the normal course of work in the building.

SECTION 4.2 - As part of new hire orientation, the Employer shall distribute a Union orientation packet, to be provided to the Employer by the Union. The steward/Worksite Leader shall be provided a fifteen (15) minute period on the clock to meet with any new employee(s) to orientate them to the Union and the collective bargaining agreement within five (5) days of the new employee's start date. The Employer shall inform all new hires of the existence of this Agreement and shall introduce the new hire to the Worksite Leader where applicable.

ARTICLE 5 - WORKING CONDITIONS

SECTION 5.1 - UNIFORMS: If any employee is required or instructed by the Employer to wear a uniform or any specifically designated article of clothing or footwear (other than standard street shoes, unless the Employer or the worksite require a certain color or style), the Employer shall provide such apparel, without cost to employees. Open toe shoes, sandals, or house slippers shall not be worn on the job. In buildings where pants and shirts are used, the Employer agrees to provide no less than three (3) sets of such uniforms, as needed; in buildings where smocks are used, the Employer agrees to provide no less than two (2) uniforms, as needed. Employees on their part agree to take good care of such apparel and not wear same except in the course of their duties during working hours, rest periods and at lunchtime. Uniforms shall be replenished as needed by the Employer. If an employee's uniform is damaged while on the job, the Employer will replace the uniform at no cost to the employee.

SECTION 5.2 - LOCKERS: Adequate locker space, containing a table and chairs or bench, shall be provided for the employees, subject to availability provided by the building owner.

SECTION 5.3 - BULLETIN BOARD: The Employer shall provide a bulletin board at a place designated by the Employer, provided that such space is made available by building management, for the purpose of posting notices of official business of the Union.

SECTION 5.4 - JOB POSTINGS: Whenever a vacancy occurs in any job covered by this Agreement, said job shall be posted for a minimum of (four) 4 days in a conspicuous place and all employees may apply for the job. The posting shall contain a full description of the job duties, starting time and rate of pay. Seniority shall be the governing factor in filling the vacancy provided the employee is qualified to perform the job; this is subject to the grievance procedure. For any vacancy not filled pursuant to the foregoing posting procedure, the Employer shall offer the position to a qualified fill-in employee(s) who is/are then working in the Employer's building before hiring new employees to fill the vacancy. Full time openings will be posted throughout the company. Only part time and fill in workers will be eligible to bid on those jobs. Those jobs will be awarded by seniority. The company will provide accurate lists monthly to the union and the worksite leaders.

SECTION 5.5 – WORKING CONDITIONS:

Employer will not reduce current full-time employees to part-time status in order to avoid paying H&W benefits, unless the potential change is due to spec changes, business or customer needs.

SECTION 5.6 – Shift Pay: Employees who show up to work for their scheduled shift shall receive their full shift pay and not have their hours cut for that shift, except for emergency situations such as an act of God that is beyond the control of the Employer. If an employee shows up for work without prior notice (2 hours or more) from the Employer, the employee shall receive a minimum of two (2) hours pay.

ARTICLE 6 - SENIORITY

SECTION 6.1 - LAYOFF AND RECALL: When decreasing the workforce or reducing hours in a building, or under an Employer, the employment of temporary employees shall be terminated first, then all probationary employees. In the event that there are part time employees in a building, the part-time employees will be laid off prior to permanent full-time employees. The Employer will not implement a reduction in workforce or hours until a plan for the redistribution of the remaining workload has been reached with the Union.

During the probationary period, employees shall have no seniority and may be laid off or terminated at the sole discretion of the Employer and such action shall not be subject to the grievance procedure of this Agreement.

When further layoffs or reduction of hours in a building, or under an Employer, are necessary, the principle of seniority shall prevail, that is, the last hired shall be the first laid off or reduced, the last laid off or reduced shall be the first recalled, provided, that in the remaining workforce there are sufficient employees with the necessary skills and flexibilities needed for an efficient operation. The Employer shall give not less than one (1) week notice of recall to the employees last known address by certified mail. A failure to report for work prior to expiration of such notice period shall result in the loss of all seniority rights under this Agreement. No notice of recall need be given in cases where

the Employer and the Union agree to waive notice because it is apparent to them the particular employee will not return. The union stewards shall have super seniority for purposes of lay-offs and recalls.

The Employer agrees to notify the Union of any impending reduction in workforce or hours as soon as possible. The Employer will then make known the reasons for the reductions and establish a plan for the redistribution of the remaining workload. The Employer also agrees to distribute the remaining work evenly over the remaining staff.

SECTION 6.2 - SENIORITY:

- 1) Seniority shall be defined as the anniversary date of employment or at the location of employment, whichever is longer, for all employees covered by this Agreement.
- 2) Seniority shall apply to the regular shifts, vacation, and layoffs or reductions in staff, reduction of hours and/or staff, transfers and all job assignments, excluding the promotion to lead positions.
- 3) In the event a promotional opportunity (including part-time to full-time work) occurs at the employees' job location, the Employer agrees to post in accordance with the process described in Article 5, Section 4. Given that skill and ability are equal, seniority shall be the determining factor in awarding promotions. Any employee so selected shall be given a reasonable opportunity to perform the duties of the promotional job prior to placing any other employee in that job. This provision does not apply to supervisory/management positions.
- 4) Any employee on layoff shall continue to accrue seniority for a period of ninety (90) days.
- 5) The Employer will provide the Union with a revised seniority list for each building to the Union every one hundred and twenty (120) days. Said list will also be posted in each building.
- 6) The Employer will provide the Union with a list of new hires and terminations every thirty (30) days.

SECTION 6.3 TERMINATION OF SENIORITY

Seniority shall cease if an employee:

- 1). Voluntarily quits,
- 2). Is discharged for just cause,
- 3). Is laid off for a period of time that exceeds the length of his service with the company or,
- 4). Any employee absent from work without notice for any three (3) days in any six (6) month period will have their seniority terminated, unless the employee can prove that communication was beyond their control.

An employee's seniority rights shall not be affected by a change of ownership or management of the building so long as said employee remains in the employ of the new owners or managers. The Employer agrees to notify the Union, in writing, promptly upon the consummation of any change in the ownership or management of the building. Seniority shall not be broken except by discharge for just cause or voluntary resignation.

SECTION 6.4 - OVERTIME: Overtime and time beyond normal work hours, holidays, and weekend work shall be shared by rotation as equally as possible within a department. The rotation shall begin with the most senior employee at the commencement of the contract. The rotation shall always follow the seniority list in sequential order without duplication. If overtime is used for fill-ins, replacement and/or project work, the rotation system shall apply. If an employee is unable to perform project work, this does not eliminate the Employer's responsibility to adhere to the rotation of the overtime system. If an employee is requested to work overtime and refuses to do so, this shall be counted as time worked in the equalization of overtime. Those employees having preference for this extra work should request it. When necessary, employees may be requested to and shall work a reasonable amount of overtime not to exceed sixteen (16) hours per month.

SECTION 6.5 - PROMOTION TO FULL-TIME: All full-time positions in the building will be offered to qualified part-time workers before being given to outside applicants. This provision does not apply to supervisory or management positions.

SECTION 6.6 – VACATION SCHEDULING: Selection and preference as to the time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority. Moreover, once vacation is scheduled and approved, an employee may not bump another employee from such vacation time.

ARTICLE 7 - SAFETY

SECTION 7.1 - SAFETY: In the event a safety or health hazard is detected, it shall be reported immediately to the Employer and the Union. The Employer, the Union and all employees shall cooperate fully in all efforts to maintain a safe and sanitary workplace. The Employer shall provide all PPE and proper disinfectant cleaners need by employees to perform work. Employer shall notify employees in a timely manner when Employer has been notified that a case of Covid-19 (or any other WHO declared pandemic pathogen) has been reported in their worksite.

ARTICLE 8 - GRIEVANCE PROCEDURE

SECTION 8.1 - GRIEVANCE PROCEDURE: In the event that an employee feels that his or her rights under this Agreement have been violated, a grievance may be filed and adjusted in the following manner

- 1) Before filing a written grievance, the employee must present his/her complaint directly to his/her immediate supervisor within five (5) work days of the alleged contractual violation. The immediate supervisor shall have five (5) work days within which to respond in writing.
- 2) In the event the grievance is not resolved, a written grievance shall be prepared and presented to the account representative within five (5) work days after the immediate supervisor has responded to the grievance. The written grievance shall be adjusted and resolved in writing by the Account Representative or other representative designated by the Branch Manager of Employer within five (5) work days of receipt by him/her of the written grievance.
- 3) If the matter is not satisfactorily resolved at that level, the grievance may be

presented to the Milwaukee Branch Manager who shall give his/her written response within five (5) work days of the receipt by him/her of the grievance.

- 4) During the steps of the grievance procedure, the aggrieved employee may have the assistance of a Local I Union Representative of their choice.
- 5) In the event that a grievance is not satisfactorily resolved as set forth herein, and the Union wishes to further pursue it, the charging party has the right to have the matter arbitrated. If the parties cannot agree upon an impartial arbitrator, the parties shall request the Wisconsin Employment Relations Commission to appoint an arbitrator from its staff.
- 6) All determinations and awards of an arbitrator hereunder shall be final, conclusive, and binding upon all the parties, executors, administrators, or successors. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.
- 7) For the purposes of this Article, "work days" shall not include Saturday, Sunday, holidays, or any other non-work day, unless otherwise agreed upon by both parties.
- 8) Grievances that are not presented or appealed within the time limits set forth shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the contractor in any step of the grievance procedure, the grievance shall be automatically advanced to the next step.
- 9) All grievances will be submitted on a standardized grievance form.

ARTICLE 9 - WORK SITE

LEADERS SECTION 9.1 - WORK SITE LEADERS:

- 1) The Union shall notify the Employer of all designated Work Site Leaders, who shall have the right to investigate complaints relating to the terms of this Agreement at their regular job location on the Employer's time. For purposes of layoff and recall, only one Worksite Leader shall have super seniority in their work location and be the last worker laid off and the first recalled. That person will be the employee with the most seniority in the building. Work Site Leaders shall be granted Three (3) days off with pay per year to attend Work Site Leader training classes. There shall be no retaliation against Work Site Leaders for Union activity.
- 2) In August of every calendar year, the Union will provide the Employer a list of Work Site Leaders eligible to be granted three (3) days off with pay to attend Work Site Leader training classes. If a particular building does not have the appropriate number of Work Site Leaders at this time, additional names may be submitted during the calendar year. If a building has the appropriate number of Work Site Leaders and they are replaced during the calendar year, a new Work Site Leader will not be granted three (3) days with pay to attend Work Site Leader training classes in that calendar year.
- 3) For the purposes of determining who is eligible for the three (3) days with pay per year for Work Site Leader training classes only, the Union agrees that there will be one (1) Work Site Leader per building entitled to this benefit. The Employer has no authority to determine how many Work Site Leaders are in each building.

ARTICLE 10 - HOLIDAYS

SECTION 10.1: PAID HOLIDAYS: All employees will receive seven (7) paid holidays. Holidays include: New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Beginning August 1, 2023, employees shall also receive Juneteenth (June 19th) as an additional paid holiday for a total of eight (8) paid holidays.

SECTION 10.2: HOLIDAY PAY: The compensation for the above-mentioned holidays shall be a regular days pay. Employees who are required to work on any of the above holidays shall be paid at the rate of one and one-half (1½) times their rate of pay, in addition to said holiday pay. To be eligible for holiday pay, the employee must work the scheduled work day before and after the holiday. This policy will be waived with a written doctor's excuse or if employee has a scheduled vacation.

SECTION 10.3: FLOATING HOLIDAY: All employees may take one (1) floating holiday per year. This floating holiday may be taken on a date mutually agreed upon by the Employer and the employee provided the employee gives at least two (2) weeks advance notice. Seniority shall apply in determining which employees may take which day as their floating holiday. Time taken off for the one (1) floating holiday will be paid as one (1) day's straight time pay.

SECTION 10.4 - ELIGIBILITY: All employees become eligible for holiday pay on their thirtieth (30th) day of employment.

ARTICLE 11- VACATIONS

SECTION 11.1 - VACATIONS: Each employee shall receive vacation benefits, with pay, in accordance with the following schedule:

YEARS OF SERVICE:

One (1)
Two (2)
Five (5)
Fifteen (15)

WEEKS OF PAID VACATIONS:

One (1)
Two (2)
Three (3)
Four (4)

SECTION 11.2 - VACATION PAY: Each week of vacation pay shall be equal to the employee's normal weekly earnings at the time the vacation is taken.

In the event an employee has not maintained a regular work schedule during the month preceding that in which he receives his vacation, vacation pay shall be based upon the employee's average number of hours worked over the period since his last employment anniversary date.

All employees shall receive their vacation paycheck on the pay date immediately preceding the day on which such employee starts their vacation.

Any employee who quits or whose employment with the Employer terminates, for any reason, shall receive pro-rated vacation benefits, rounded to the nearest month of employment, from that Employer from whom the employment relationship was

terminated.

SECTION 11.3 - ACCRUED: Vacation rights of employees shall not be affected by a change of ownership or management or cleaning company of a building. Any employee employed by a contractor whose employment is terminated by reason of change of contractor shall be paid out by the exiting contractor for all vacation earned and accrued and will be entitled to full vacation with pay from the new contractor less any vacation pay that many have been received by the employee from the displaced contractor.

SECTION 11.4 – NO BUMPING: Employees shall schedule their vacation in accordance with their Employer's written vacation policy, but in no event shall an employee's approved vacation time be rescinded, regardless of seniority. In addition, regardless of an individual Employer's policy, employees shall not be prohibited from taking vacation time in increments less than five (5) days at one time, but cannot bump an employee from approved and scheduled vacation time.

ARTICLE 12 - SICK LEAVE

SECTION 12.1 - SICK LEAVE: Eligible employees with one year of service shall have four (4) paid sick days per year accrued and available August to August. When calling in sick, employees must give notice in accordance with the company's rules and regulations.

In the first year of employment, employees shall accrue sick leave pursuant to the following schedule:

After 3 months	1 sick day
After 6 months	2 sick days
After 9 months	3 sick days
After 12 months	4 sick days

SECTION 12.2: The Employer shall not require medical approval because of short-term illness or disability up to and including four (4) consecutive working days, provided however, that when an employee is chronically absent, the Employer may require such medical approval with the consent of the union. Additionally, if an employee calls in sick the first day following an approved vacation time off, or on a day the Employer initially denied off to the employee, the Employer may request a doctor's excuse for that sick day.

ARTICLE 13 - LEAVE OF ABSENCE

SECTION 13.1: The Employer shall not unreasonably withhold the granting of personal leave of absence submitted and approved in writing for reasons other than illness or disability 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 13.2: 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; 1 year to 3 years' seniority, six months leave; 3 years' to 5 years' seniority, 9 months' leave; after five years' seniority, 1 year of leave.

By agreement between the Employer and the Union, employment of an employee on such leave of absence may be terminated. Upon return from such leaves, the employee shall return to the assignment previously being performed by the employee or in the event such assignment no longer exists, a comparable position. Once an employee exhausts the leave pursuant to the schedule set forth above, he or she is not entitled to additional leave until after having worked continuously for an additional twelve (12) months.

SECTION 13.3 - UNION LEAVE: 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 number of union members on leave will not exceed 10% of the employer's current employee base.

SECTION 13.4 - BEREAVEMENT LEAVE: The Employer agrees to pay 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. The employee is required to provide proof of death. Employee must give notice to the employer within one month of a death in the immediate family.

The term "immediate family" shall mean: husband, wife, mother, father, son, daughter, sister, brother, grandparent; step-son, step-daughter or grandchild.

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death of an In-Law up to and including a maximum of two (2) scheduled workdays at straight time. The employee is required to provide proof of death. The term "In-Law" shall mean: mother-in-law and father-in-law.

SECTION 13.5: 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 13.6: The provisions of the Family Medical Leave Act, where more favorable, shall supersede the provisions of this Article.

ARTICLE 14 - HEALTH AND WELFARE BENEFITS

1. The Employer will provide all eligible employees with single health insurance and prescription insurance through the Employer which shall be ACA compliant. The Employer will provide full single coverage for health insurance for eligible employees who elect such coverage through the Employer offered plan. The employer contribution rate for the prescription and health coverage will be **\$400.00** per month from August 1, 2021 through July 31, 2024 for single coverage under the Employer offered plan and the Employee shall contribute the balance.
2. Eligible employees can also select an Employee plus Children plan if offered by Employer offered plan. Electing this coverage will not increase the Employer's contribution rate.
3. All employee deductions will be deducted in two equal installments the first and second pay period of each month. No employee deduction will apply the third pay period of months in which there are three pay periods.
4. Any employee scheduled for thirty (30) hours or more per week shall be eligible for

the benefits of this Article. If an employee is regularly scheduled at thirty (30) hours or more per week, they will not be penalized if they miss a day of work. Employees will become eligible for all health and welfare benefits for the first month following the ninetieth (90th) day after their hire date.

a. Example: A full-time employee hired on August 2 would be entitled to benefits effective December 1, which means that the Employer must forward the enrollment card and premium by October 15.

b. Example: A full-time employee hired on July 31 would be entitled to benefits effective November 1, which means that the Employer must forward the enrollment card and premium by September 15.

c. Example: If a part-time employee is promoted to full-time status effective August 1 (and the part-time employee has been employed for more than ninety (90) calendar days), regular contribution remittance would begin with the September 15 contribution payment for the October coverage. If a part-time employee is promoted to full-time status effective July 27th (and the part-time employee has been employed for more than 90 calendar days), the coverage for this employee will begin on September 1st.

5. Employees who are eligible for one of the above plans but who do not elect either coverage either within thirty (30) days of their initial employment or the effective date of this Agreement, whichever comes later, may thereafter elect to receive such coverage and authorize deductions only during the period 15-45 days prior to the Employer's open enrollment date, which is October 1st. The Employer will not be responsible to pay for coverage for any employee who does not elect coverage within the required timeframes.

ARTICLE 15 - MANAGEMENT RIGHTS

SECTION 15.1 - MANAGEMENT RIGHTS: It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except as such as clearly relinquished herein by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to: manage the company and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for just cause; the right to transfer employees from one department and/or classification to another based on the needs of the employer; promote and/or transfer employees to positions and classifications not covered by this Agreement, it being understood that employees in the bargaining unit cannot be forced to take a position outside the bargaining unit; make such operating changes as are deemed necessary by the Employer for the efficient and economical operation of the company, including the right to change the normal work week, the number of hours normally worked during the work week, the length of the normal day, the hours of work, the beginning and ending time of each shift or assignment, and the number of shifts to be operated; the right of the Employer to assign duties and tasks, transfer persons from positions and/or classifications not covered by this Agreement to positions and/or classifications covered by this Agreement; maintain discipline and efficiency; determine the type of machines and/or equipment to be used or furnished by the Employer; the right of the Employer to establish, eliminate, combine jobs and classifications; the right to determine the location of work assignments, within work periods and the methods and means to conduct the business of the Employer.

ARTICLE 16 - JOB LOCATION AND BIDDING PROCEDURE

SECTION 16.1 - REGISTRATION OF JOB LOCATION: The Employer shall furnish the Union, in writing, on a standard form mutually agreed to by the parties, the names and addresses of all jobs, the number of employees on each job, wage rates and hours employed per week. This information shall be submitted to the Union by the Employer within thirty (30) days after the execution of this Agreement, on a standard form approved by the Union. The Employer shall provide a revised list to the Union every one hundred and twenty (120) days.

SECTION 16.2 - TERMINATION OF EMPLOYER'S SERVICES:

- A) The Employer shall furnish to the Union, in writing, on a standard form mutually agreed to by the parties, the name and address of any job where the Employer's services are being terminated, together with the number of employees, number of man hours worked per day and per week, starting and quitting time of each employee and the wage rate of each employee at the job location.
- B) The above information shall be submitted to the Union in the required form at least two (2) weeks prior to the date the Employer's services are to be terminated. Should the Employer's services be terminated by a building owner without notice, this clause will be waived.

SECTION 16.3 - NEW JOBS: The Employer shall notify the Union, in writing, on a standard form approved by the Union, of the name and address of any new job he/she obtain, within five (5) days of his/her acquisition of such job. Such notice shall include the number of employees to be used on the job, and wage rates and hours employed. The Employer will provide changes to the union as they occur.

SECTION 16.4 - SALE OR TRANSFER OF BUSINESS OR JOBS: In the event the Employer purchases, sells or transfers his/her business or any job location or accounts, he/she shall notify the Union in writing of the names and addresses of any jobs purchased, sold or transferred and the names of the employees employed at such job-locations or accounts. This provision only applies to accounts and the geographical area covered by this agreement.

SECTION 16.5 - JOB RE-BIDDING INFORMATION:

- A. The Employer shall provide in writing, on a standard form approved by the Union, the following information for any job location covered by this Agreement within three (3) business days upon receipt of a request from the Union:
 - 1. The number of employees and the name of each employee,
 - 2. Job classifications,
 - 3. Number of man hours worked per day, and per week,
 - 4. Starting and ending times of each employee,
 - 5. The wage rate of each employee,
 - 6. The original hiring date of each employee with the Employer, other employers or at the job location, whichever is earlier.
 - 7. The appropriate staffing (listed by employee names) shall be considered as the number of employees at the jobsite thirty (30) days prior to such jobsite being put out to bid. Employees working at the jobsite for less than sixty (60) days shall be considered as probationary employees by

the incoming contractor, regardless of their actual seniority. During the initial sixty (60) days of employment with the incoming employer such employees may be terminated at the sole discretion of the Employer. Said termination shall not be subject to the grievance or arbitration provisions (Article 8) of this agreement. Upon written notification from the Union and incoming contractor to the outgoing contractor said employee must be rehired by the outgoing contractor within three (3) business days with his/her wages, benefits and seniority, hours and similar run intact; unless said employee was in his/her initial period of employment. Under that circumstance neither of the contractors has any obligation under this section. Outgoing contractor upon re-hiring and re-placing in another building will make employee whole with regards to all lost wages, benefits accrued during the three (3) days of unemployment.

- B. The Union agrees that it will designate an authorized person(s) to request the stated information. Upon receipt of such information, the Union will treat the information on a confidential basis and will release it to another Employer only when it has been determined that bona fide bids are being requested. Notwithstanding any language which may be contained elsewhere in this agreement, the Union agrees to supply such requested information within four (4) business days of said request to any contractor signatory to this agreement requesting such or the employer is not obligated to maintain any staffing levels. Any employee not retained as a result of the incumbent employer's failure to provide staffing in the timeline mentioned above shall maintain employment with the outgoing contractor with all wages, benefits and seniority intact.
- C. It is the entire responsibility of the incumbent Employer to provide correct and timely information pursuant to this Section. The incoming Employer shall be fully responsible for employing all employees at the job location at their correct number of hours worked and paying all wages and benefits the employees at the job location are entitled to.
- D. Further, the Employer agrees that he/she will only contact the authorized person(s) as designated by the Union when complying with the provisions of this Article.

SECTION 16.6 - JOB RE-BIDDING PROCEDURE: Whenever the Employer bids or takes over the servicing of any job location where the present employees are working under the terms of a collective bargaining agreement to which a local of the Service Employees International Union is signatory, the Employer agrees to do the following:

- A. Contact the Union for the number of employees, all job classifications, number of man hours worked per day and per week, starting and quitting time of each employee and the wage rate of each employee at the job location.
- B. Observe all of the existing conditions at the job location and specifically, employ all existing employees, not reduce the wage rate of any employee, the number of employees, the total number of hours worked per day and per week, not change the starting or quitting time of any employee.
- C. Any deviation to this procedure is only allowable if there is a change in the building's contract specifications and/or occupancy rate. Any change in specs

will not place an unreasonable workload upon the employee as defined in Article 23. Such change in specification and/or occupancy rate must be confirmed by the union.

SECTION 16.7 - CHANGE OF EMPLOYER:

- 1) The Employer shall not enter into an agreement, written or verbal, direct or indirect, that will prohibit or limit in any manner, any person's or company's right to hire the employees of the Employer, or the right of any employee to accept any such employment following the termination of the services of the Employer at any job location, building or establishment.
- 2) In the event of any change of Employer at any job location, the original date of hire of each employee at the job location or of any other employment with the displaced Employer or Employers, in the event of more than one change of Employer, shall constitute the beginning of the seniority of such employee and shall apply to all benefits set forth in this Agreement.
- 3) In the event of a change of Employer at a job location, the Employer which is actually providing service on the date of the holiday, will be liable for holiday benefits.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

SECTION 17.1 - NO STRIKE/NO LOCKOUT: During the term of this Agreement, neither the Union nor any employee shall engage in any manner, encourage or sanction any strike, slowdown, delay, cessation or interruption of work. The Employer agrees not to lockout employees during the term of this agreement.

The Union agrees that in the event an unauthorized strike, picketing, slowdown or other work stoppage occurs, it will immediately notify the employees involved to immediately return to work. If the Union takes such action, the Employer agrees that it will not seek to have the Union held liable for damages on account of the strike, picketing, slowdown or other stoppage of work which is unauthorized by the Union.

Refusal of any employees to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action.

ARTICLE 18 – SUCCESSORSHIP

SECTION 18.1 – SUCCESSOR COMPANIES/UNION MERGER:

- 1.) This agreement shall be fully binding upon the Employer regardless of a change in entity, name, association or joint venture.
- 2.) In the event the Employer or any person owning an interest in the business of the Employer including ownership of stock if the Employer is a corporate entity, owns, acquires or creates another entity including a sole proprietor, partnership, joint venture or corporation and such other entity performs work and hires employees under the classifications of this Agreement, then such other entity shall be fully bound and liable for each term and provision of this Agreement to the same extent as though such other entity is signatory to this Agreement. In

addition, if such individual or Employer owns an interest in such other entity, including stock ownership, and such individual or Employer has an interest including stock ownership in the business of the Employer signatory to this Agreement, such individual or Employer shall be personally bound and liable to all the terms, conditions and benefits of this Agreement.

Section 18.2 - Bargaining Unit Work: All general cleaning work shall be performed by bargaining unit employees and non-bargaining unit employees shall not perform any general cleaning work except for the purposes of training or emergency.

Section 18.3 - Sub-Contracting: The Employer shall not sub-contract any general cleaning work, except upon express approval by the Union committed to a writing and such exceptions shall not be precedential.

ARTICLE 19 - SAVINGS CLAUSE

SECTION 19.1 - SAVINGS CLAUSE: In any provision of this contract or the application of such provision to any person or circumstances be ruled an "unfair labor practice," or in any other way contrary to law, by any federal or state court or duly authorized agency, the remainder of this contract or the application of such provision to other persons or circumstances shall not be affected thereby.

ARTICLE 20 - MOST FAVORED NATIONS

SECTION 20.1 - MOST FAVORED NATIONS: In the event that the union enters into any agreements after the effective date of this Agreement, with any other contractors in the maintenance industry, effecting employees within the geographic scope of this Agreement, that contain economic terms more favorable to the Employer, then the Employer shall have the right to benefit from those terms.

SECTION 20.2 - EXISTING BENEFITS: Any job location providing greater holidays or vacations that exist in this Agreement, the Employer shall continue to provide those additional benefits for the life of this Agreement, pertaining to the buildings listed under the Memorandum of Agreement.

ARTICLE 21- WAGES

SECTION 21.1 - DOWNTOWN JURISDICTION: The Employer agrees that any new accounts that it obtains in the downtown area will be subject to the terms of the collective bargaining agreement. Boundaries include both sides of the street. The downtown area is defined as:

East – Lake Michigan
West – Hwy 41
South – Lincoln Avenue
North – North Avenue

SECTION 21.2 - WAGE RATES:

- a. Effective August 1, 2021, the cleaner wage rate shall be of \$14.15 per hour.
- b. Effective August 1, 2022, the cleaner wage rate shall be of \$15.00 per hour.
- c. Effective August 1, 2023, the cleaner wage rate shall be of \$15.40 per hour.
- d. Employees who, as of the above effective dates, are receiving pay rates in excess of those provided by the agreement shall receive a pay raise of fifty-five (\$.55) cents per hour in the first year, or the above applicable wage rate, whichever results in a higher rate of pay, eighty-five (\$.85) cents per hour in the second year, or the above applicable wage rate, whichever results in a higher rate of pay, and forty (\$.40) per hour in the last year, or the above applicable wage rate, whichever results in a higher rate of pay.
- e. New employees shall receive the following rates of pay:

	<u>8/1/21</u>	<u>8/1/22</u>	<u>8/1/23</u>
Start:	\$12.50 per hour	\$13.50 per hour	\$14.50 per hour
After 12 months:	Base Cleaner	Base Cleaner	Base Cleaner
	Wage Rate (\$14.15)	Wage Rate (\$15.00)	Wage Rate (\$15.40)

DURATION:

- August 1, 2021 through July 31, 2024.

SECTION 21.3 - LONGEVITY BONUS:

LONGEVITY BONUS: After twenty (20) years of service, employees will receive a \$.30 per hour bonus in addition to their current rate of pay for each year of the contract and after twenty-five (25) years, \$.35 cents per hour bonus in addition to their current rate of pay each year of the contract.

SECTION 21.4 - OVERTIME: Employees will be paid one and one-half (1-1/2) times their hourly rate of pay for all hours worked after eight (8) hours a day or after forty (40) hours a week.

ARTICLE 22 - SUBURBAN AGREEMENT

SECTION 22.1 - SUBURBAN AGREEMENTS:

1) For purposes of this memorandum of agreement, the Employer and Local 1 agree to distinct geographic area defined as follows:

The area outside the existing "Downtown" Jurisdiction (Article 21, Section 21.1) with the following outer borders:

- Eastern: Lake Michigan
- Western: State Highway 83
- Southern Milwaukee County Line and Racine County Line
- Northern: Milwaukee County Line and County Line Road

2 At such time as SEIU Local 1 signs a major contractor to a collective bargaining agreement, or that fifty percent of commercial office buildings/office

parks (adjacent properties with same owner) of at least 50,000 square feet of the "Suburban" market is cleaned by Employers bound or signatory to a collective bargaining agreement, whichever occurs first, the Employer agrees that the recognition procedure set forth in the standard Union Neutrality Clause will apply. In determining whether the fifty percent figure has been reached, the Employer's work will be counted as work cleaned by a signatory contractor.

3 Upon the union's demonstration of majority support in the "Suburban" area defined above, all terms and conditions of the collective bargaining agreement will be subject to the bargaining process.

.ARTICLE 23 – MISCELLANEOUS

SECTION 23.1: No employee shall be required to perform any work under abnormally dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.

It is agreed that janitorial personnel will perform all traditional work, which consists of general cleaning in and around the buildings.

SECTION 23.2: (a) There shall be a premium of fifty cents (\$.50) cents per hour paid when the following work is performed.

- High Level work – 12 feet and over from floor level unless a hydraulic lift is used, then up to 18 feet
- Furniture crating and uncrating
- Removal of tile affixed to floor
- Moving and storing of construction equipment and material
- Exterior metal refinishing-after one hour in one day-from first hour of work
- Loading and unloading of trucks and dock labor-after two hours in one day-from first hour of work
- Moving furniture=after two hours in one day-from first hour of work
- Heavy cleanup in connection with construction, painting and repair
- Cleaning Venetian blinds (other than dusting)
- Removal of old carpeting

(b) When employees are required to do demolition, they shall be paid at the rate equal to one one-half (1 ½) times the regular hourly rate. When employees are required to do either site clean-ups or initial clean-ups, the employee shall be paid their regular rate of pay unless they have exceeded the amount of hours to be paid overtime.

(c) Where an employee performs work described by this section for twenty (20) minutes or less per day, there shall be no adjustment in pay. Except as specifically provided herein, employees who perform work described by this Section for more than twenty (20) minutes in a day, shall be guaranteed appropriate pay therefore for a minimum of two (2) hours. No reassignment or change in duties being performed can be made for the purpose of downgrading and employee.

SECTION 23.3 – PAY PERIOD: Employees shall be paid at their job location.

SECTION 23.4 – CALL-IN PAY: An employee not scheduled to work on a

Saturday or Sunday who is called in to work shall be given at least four (4) hours of work or pay.

SECTION 23.5 – WORKLOAD: The employer shall not impose an unreasonable workload upon any employee or add on any duties over a reasonable workload. Any discrepancy of definition of reasonable workload will be deferred to current industry standards.

SECTION 23.6 – FILL-IN WORK: In the event an employee is absent, the remaining employees may be temporarily assigned to do part of the work assignments of the absent employees. The Employee will be notified first in writing included Spanish (if needed) as to what portions of their regular work assigned shall not be done in order to do the extra work of an absent employee. Employees in the Union will also be notified of workload changes due to specification changes or changes due to work methods before they occur. Copies of these instructions will be provided to the steward upon request.

SECTION 23.7 – LABOR-MANAGEMENT MEETINGS: Labor management meetings between the Union and the Employer will be held on a monthly basis or as the need arises. Either party may request a special meeting. Both parties will make a good faith effort to discuss and resolve non-grievance related issues that may arise.

Section 23.8: Any time the Employer bids on work, the bid shall include a request that the client provide free or reduced parking for the employees. If awarded the work, the Employer shall inform the Union, in writing, of the client's decision regarding parking.

Section 23.9: No temporary work agencies or workers shall be used by Employers for vacancies in buildings covered by the jurisdiction of this agreement for more than fifteen (15) days unless there is specific written agreement between the Union and Employer.

Section 23.10: Change of Name and/or Social Security Number
Error in an employee's documentation may be due to error or to circumstances beyond an employee's control. When an employee presents satisfactory evidence of a legal name change or error with respect to the social security number previously provided to the Employer, the Employer shall modify its records to reflect the name or social security number change and the employee's seniority will not be affected and this shall not be considered a break in service, nor shall the employee be subject to any other adverse action as a result of the lawful change of name and/or Social Security number.

The Employer shall grant up to thirty (30) days leave to the employee, without pay and benefits, in order to correct any work authorization issue so long as the requested leave is consistent with applicable local, state and federal law. The Employer may require proof of need for leave. The employer may require that the employee use any accumulated paid leave, including any available sick leave, as part of the thirty (30) day leave. Upon return from leave and remediation of the issue, the employee shall return to his/her former position,

without loss of seniority. If the employee does not remedy the issue within thirty (30) days, the employee shall have no further recourse to get his/her job back.

ARTICLE 24 – PAST PRACTICE

Although this Agreement states essential provisions covering wages, hours and working conditions applicable to all covered employees and buildings (Employers), it does not state each privilege, rule of the shop or working condition which employees in a particular building (employer) have enjoyed under the prior agreement or the particular working conditions actually in effect in each such building (employer). The current Employer shall not use this Agreement as a reason for reducing or eliminating a beneficial working condition, rule of the shop or privilege.

However, the Employer has the right to request to remove any past practice, as the business need arises. This will apply only within the first year after a building changes contractors or when the past practice is a result of building owner action. The Employer must consult the Union prior to implementing any change. The Union will not unreasonably withhold consent to eliminate a past practice, provided the Employer can demonstrate a significant business need.

ARTICLE 25 – DISCHARGE AND DISCIPLINE

SECTION 25.1: No employee shall be disciplined without just cause. The reason for discharge or other disciplinary action must be given to the employee and the union.

Discipline shall consist of up to four (4) steps:

1. Documented verbal warning
2. First written warning
3. Suspension or final written warning
4. Termination

The type of discipline imposed in any instance depends on the nature and seriousness of the offense involved. The appropriate level of discipline will be imposed in accordance to the specific act of misconduct.

A copy of all written warnings and reprimands shall be provided to the employee. Copies in regards to all steps above shall be provided to the Union within five (5) working days of such union request.

Examples of offenses, which may result in immediate suspension or termination include, but are not limited to:

- Threatening, intimidating, or coercing fellow employees for any purpose
- Engaging in criminal conduct, acts of violence or threatening violence
- Possession of knives, firearms or explosives
- Falsification of timecards, time records or work related documents
- Working for another company while on leave when such work is inconsistent with the purpose of the leave

- Job abandonment, considered as 3 days on call no show
- Sexual or racial harassment (or other harassment based on any other legally protected category)
- On-the-job possession of illegal non-prescription drugs or alcohol or reporting to work under the influence of such substances
- Intentionally engaging the customer or tenant in any employer/employee relations issue unless it is related to union business
- Sleeping on the job
- Theft at any level
- Opening customer's files, cabinets or desks, or any unauthorized use of property, including but not limited to computers, telephones, copiers, faxes, radios
- Intentionally damaging customer, employer or employee property
- Obscene or abusive language toward any supervisor, employee or customer

The foregoing list of causes set forth examples only, and is not intended to exclude other reasonable causes for disciplinary action.

SECTION 25.2: In cases where the Employer believes that an employee's job performance has become unsatisfactory, such as when an employee is believed to be careless or excessively absent or tardy, the Employer will notify the Union, in writing, of such belief and the Union and the Employer shall cooperate in investigating the matters and taking corrective measures, if warranted. If the Employer contemplates severe disciplinary action beyond a reprimand, then the Employer will notify the Union in writing of such belief and the Union will promptly acknowledge, in writing, receipt of such notice. The Union need not acknowledge receipt of simple warnings or reprimands in which the Employer does not state that severe disciplinary action is contemplated. No warnings or reprimands shall be considered for purposes of disciplinary action after 1 year from the date of the warning or reprimand.

Article 26 – Sexual Harassment

The Union shall create a registry of the signatory Employers' sexual harassment policies. Within thirty (30) calendar days of the execution of this Agreement, each signatory Employer shall provide the Union with its sexual harassment policy and agrees to notify the Union within thirty (30) calendar days of any changes to such policy in the future.

Article 27 - 401(k) Plan

SEIU Local 1 Local 1 Suburban 401(k) Retirement Savings Fund

(a) For the period August 1, 2023 through July 31, 2024, Employers shall contribute to the SEIU Local 1 Suburban 401(k) Savings Retirement Fund at the rate of twenty cents (\$.20) per regular, non-overtime hour worked for each employee. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for Retirement Fund contribution purposes. In the event an employee works during his or her holiday or vacation, one payment to the Retirement Fund is all that will be required. This is the primary 401(k) plan for bargaining unit employees and employees are not eligible to participate in two plans.

ARTICLE 28 – DURATION - REOPENING

This Agreement becomes effective August 1, 2021 and shall remain in full force and effect through July 31, 2024. 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 the limited purpose of making such changes as are required by the Employee Retirement Income Security Act as subsequently construed by courts or appropriate governmental agencies.

DATED August 10, 2021

ABM:

SEIU LOCAL 1:

By: Doug Carter

By: 

LETTER OF UNDERSTANDING

SEIU Local 1 and the Milwaukee Master Cleaning Contractors understand that it is in both parties' interest to increase Union density in the Downtown market in Milwaukee. As such, the parties agree to meet on a monthly basis to discuss problem buildings, non-union contractors operating in the market and to jointly work towards increasing signatory contractor share of the market. Should these meetings not result in satisfactory progress in increasing signatory contractors' share in the market, then either party can require the participation in these meetings by SEIU Executive Team members from the Chicago Office, including the Executive V.P. & Local 1 States Director.

- **See attached Jurisdictional Map**

"Downtown" Jurisdiction



Downtown Jurisdiction Borders

North: North Ave
South: Lincoln Ave
East: Lake Michigan
West: Highway 41

Suburban Organizing Jurisdiction

