Collective Bargaining Agreement

Between

SBM Services Inc.

Operating at

UTC West Palm Beach Jupiter, FL

And

International Association of Machinist and Aerospace Workers

Local Lodge 971

District Lodge 166

Effective Dates: July 28, 2021 —July 29, 2024

cc# 38575

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# PREAMBLE



This Agreement by and between SBM Services Inc., hereinafter referred to as the Company, and the International Association of Machinists and Aerospace Workers ÀFL-CIO, Local Lodge No. 971, and its District Lodge No. 166, hereinafter referred to as the Union. The Company and the Union hereby agree to the terms and conditions set forth in this Collective Bargaining Agreement. This Agreement between the Company and the Union is hereinafter referred to as the Agreement and shall be effective on July 28, 2018 and expire on July 29, 2021, with respect to employees performing the scope of work described in the bargaining unit certified by the National Labor Relations Board on February 26, 2015 (Case No. 12-RC- 144527).

# PURPOSE

It is the intent and purpose of this Agreement to establish the wages, hours, and terms and conditions of employment for Employees in the represented unit defined in Article 1 entitled Recognition, to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, and to further stabilize employment relations for the duration of this Agreement.

Whereas the Company and the Union have bargained collectively, in good faith, with respect to wages, hours and other conditions of employment for Employees in the Bargaining Unit herein defined, and have reached agreement;

Now, therefore, in consideration of the mutual promises and covenants herein contained, the Company and the Union do hereby agree as follows:

# ARTICLE 1 - RECOGNITION

1.1 The Company recognizes the Union; its agents and representatives as the exclusive collective bargaining representative of all of the Employees within the Bargaining Unit defined in Article 1, Section 1.2 of this Agreement.

1.2 BARGAINING UNIT.

Definition of Employees' Status - Whenever used in this Agreement, the term "Employee" shall mean all full-time, regular part-time commercial cleaners and lead commercial cleaners employed by the Company at UTC West Palm Beach at the aerospace facility located at 17900 Bee Line Highway, Jupiter, Florida, excluding management and confidential employees, clerical, guards, and supervisors.

An Employee hired subsequent to the effective date of this Agreement, or an Employee rehired after termination of seniority shall be in probationary status until the completion of ninety (90) calendar days in accordance with the seniority provisions of this Agreement (for new or rehired

## (ARTICLE 1 -RECOGNITION continued)

Employees,) (An Employee who is in a probationary status and who is currently working to complete ninety (90) calendar days of employment at the time of the signing of this Agreement shall receive credit for all days worked in probationary status and shall continue to be in a probationary status until he has completed ninety (90) calendar days of employment. Upon completion of ninety (90) calendar days of employment, said Employee shall be added to the appropriate seniority lists.) A new Employee or an Employee rehired after termination of seniority (for just cause) who is in said ninety (90) calendar day probationary status may be disciplined or discharged at the sole discretion of the Company during the ninety (90) calendar day probationary period and there shall be no recourse to the grievance procedure. Once an Employee in probationary status has completed the ninety (90) calendar day probationary period, he/she shall be added to the appropriate seniority lists and can only be disciplined or discharged for just cause excluding management and confidential employees, clerical, guards and supervisors.

1.3 RECOGNITION AND SCOPE.

The Company recognizes the Bargaining Unit to be the appropriate unit certified by the National Labor Relations Board on February 26, 2015 (Case No. 12-RC-144527), stipulated in the National Labor Relations Board Certification of Representative and any new or revised job classifications that meet the criteria established by the National Labor Relations Board.

## ARTICLE 2 - MANAGEMENT RIGHTS & OBLIGATIONS

2.1 Except as expressly modified by a specific provision of this agreement, all the authority, rights and powers which the Company had prior to the signing of this Agreement are retained by the Company and remain exclusively and without limitation the rights of management. Only express modifications contained in specific provisions of the Agreement constitute limitations upon such authority, right and powers.

2.2 Examples of the authority, rights and powers which are hereby vested in the Company, with only such modification as expressly stated in a specific provision of this Agreement, include, but are not limited to, the following: The right to schedule, adjust, and assign work and hours of employees; to assign and require overtime work; to determine the service requirements and the methods by which such service shall be given; to Ifre, promote, transfer, reclassify, suspend, discipline, demote, layoff or discharge employees; to determine the work to be done by the Company's employees; to determine the size of the workforce and the amounts and kinds of supervision necessary; to temporarily or permanently shut down its entire operation or a portion thereof; to temporarily or permanently move it entire operation or portion thereof to another location(s); to establish or change rules and safety standards; to implement of modify the Employers Handbook; to contract out work; to establish or change work standards; to establish or change standards of quality and quality of work; and to determination the creation continuance, termination, change or consolidation of jobs or of partial or total operations (including discontinuance of their performance by Company employees). If the Employer does not exercise rights reserved to it or if it exercise such rights in a particular way, it shall not be deemed a waiver 

(ARTICLE 2 MANAGEMENT RIGHTS & OBLIGATIONS continued)

of the rights or of the right to exercise such rights in other ways not in conflict with the express terms of the Agreement.

2.3 If the Employer considers contracting out additional services it will notify the Union thirty

(30) days in advance and be available to discuss the effects, if any, on the bargaining unit. If the Employer and the Union cannot agree on a resolution with two (2) weeks, they will have access to the Grievance and Arbitration Procedure.

2.4 Management Rights and Obligations — The union reserves the right to grieve any changes to safety standards and modifications to the Employee Handbook,

# ARTICLE 3 - SAFETY

3.1 The employer will ensure that the working environment and all conditions of work are maintained in a safe manner and that all safety devices and equipment required by the various health codes and other applicable statutes are supplied to maintain a safe environment.

3.2 A Joint Safety and Health Committee ("Committee") will be established by the Employer and the Union, composed of up to an equal number of individuals from the Employer and the Union. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the work areas. The Employer will coordinate the meetings of the Committee. This Committee will meet periodically, but now less than quarterly. The Employer will consider all of the recommendations from the Committee in good faith.

# ARTICLE 4 - DISCIPLINE & DISCHARGE

4.1 The Company has the right to discipline, suspend or discharge employees for just cause, The Company has the right to enforce all rules, regulations, and policies according to this contract and the Company Handbook. The Company also recognizes that the Union will be able to grieve all such rules, regulations, and policies that the union feels is not justified. If an employee is disciplined in any way, it must be done in a timely manner and in no case longer than fourteen (14) calendar days from the time the company is made aware of the circumstances leading to the discipline.

4.2 PROGRESSIVE DISCIPLINE.

Progressive Discipline is a process for dealing with job-related behavior that does not meet the company's expected and communicated performance standards. The primary purpose for progressive discipline is to assist the employee to understand that a performance problem, or opportunity for improvement, exists.

All progressive disciplines shall be applied to the incident and circumstances causing the initial discipline.

(ARTICLE 4 - DISCIPLINE AND DISCHARGE continued)

The process features increasingly formal efforts to provide feedback to the employee so he or she can correct the problem. The goal of progressive discipline is to improve employee performance.

It is not intended as a punishment for an employee, but to assist the employee to overcome performance problems and satisfy job expectations.

Progressive discipline is most successful when it assists an individual to become an effectively performing member of the organization. Failing that, progressive discipline enables the organization too fairly, and with substantial documentation, affect the employment of employees who are ineffective and unwilling to improve, given just cause.

The steps of progressive discipline will be as follows.

1. Verbally reprimand the employee for poor performance, Verbal reprimand will be documented by the Supervisor and place in employees file.
2. Provide a written warning in the employee's file, in an effort to improve employee performance.
3. Provide an escalating number of days in which the employee is suspended from work. Start with one (1) day and escalated to five (5) days.
4. End the employment of an individual who refuses to improve.
5. If an employee is given a written reprimand or suspension, and a notation of said reprimand or suspension is placed into the employee's personnel records, the employee will be given a copy of such notation at the time the discipline is given. If the employee refuses to sign the acknowledgement of receiving the discipline, the Company will mail copy of the reprimand within ten (10) days of the occurrence to the employee's last address of record by registered mail, return receipt requested.
	1. REMOVAL OF REPRIMANDS.

Reprimands or suspensions which have been on a employee's record for a period or twelve (12) months, during which time the employee has received no further reprimands or suspensions, will be removed from the employee's record.

* 1. RIGHT TO GRIEVE.

The Union may grieve any step of this process.

## ARTICLE - 5 - SUCCESSORSHIP

5.1 The Employer shall notify the Union promptly when they have been notified that their contract with the client is going out to bid or otherwise terminated.

## ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.1 The Union and its members employed by the Employer, individually or collectively, will not, during the life of this Agreement, encourage, cause or take part in any strike, work stoppage, work interruption, work interference, slowdown, sabotage of Company production or processes, sympathy strike, picketing or boycott against the Employer. The employer will not engage in a lockout during the term of this agreement.

## ARTICLE 7 - UNION SECURITY & RIGHTS OF EMPLOYEES

7.1 DISCLOSURE OF UNION DUES TO THE COMPANY.

The Union will provide the Company with the following information concerning Union Dues: (a) the current dues rate to be charged to the Employees, (b) when Union dues rates are increased or decreased the Union will notify the Company of the new dues rate to be charged to Employees and when the new rates will go into effect.

7.2 CHECK OFF.

During the existence of this Agreement, the Company, insofar as permitted by State and Federal law, shall deduct out of the current net earnings payable to an Employee covered by this Agreement, applicable Agency Service Fees or Union Dues, initiation fees and reinstatement fees, upon receipt of and in accordance with a deduction authorization, duly executed by the Employee, on a form supplied by the Union, and shall continue deductions until such authorization is duly by the Employee. Failure to authorize Dues or applicable service fee deductions does not relieve Employees from the Agency Shop obligation under this Article.

7.3 INDEMNIFICATION.

In consideration of the obligations undertaken by the Company as described within this Article, the Union shall indemnify and hold the Company, its agents and representatives harmless from any and all claims, causes of action, loss, costs and attorney fees (but not the costs or expenses incurred in the administration of the Check Off or Dues Deduction), and damages arising out of or resulting from the Company's exercise of the obligations undertaken by the Company as described within this Article, including without limitation the obligations to "check off," deduct dues, and discharge Employees for failure to pay Dues or Agency Service Fees.

In furtherance of this indemnification obligation and not as an alternative or a reduction to its indemnification obligations, the Union shall provide the Company with competent defense, in the event the Company is named as a defendant or charged party in any action by an individual discharged pursuant to the provisions of the union security clause contained in this Agreement, and the Company shall promptly notify the Union of any such charges or actions. The Union shall maintain the exclusive right to defend, settle, mitigate damages, litigate or take whatever action it deems necessary and proper through attorneys of the Union's choosing and at the Union's cost. If the Company nevertheless decides to retain its own counsel, it shall do so at its own expense, and not at cost of the Union, unless such decision is based on a conflict of interest (in which case the Union's attorneys could not represent both the Union and the Company, in which case the Union

## (ARTICLE 7 - UNION SECURITY & RIGHTS OF EMPLOYEES continued)

would continue to indemnify the Company for its reasonable attorney's fees incurred as a result of defending such action).

No employee Will be otherwise disciplined as a result of their exercise of their rights in accordance with this Article.

7.4 DUES DEDUCTIONS.

Deductions from money due the Employee pursuant to this Article shall be made from the net earnings due the Employee payable on the first regular payday in each month, provided the Company has received such authorization from the Employee by the fifteenth (15 th) day of the preceding month in which such deductions are made. There shall be only one remittance per month by the Company.

7.5 INSUFFICIENT EARNINGS.

In the event an Employee does not have sufficient earnings on the first regular payday in the month to cover the amount of said deductions for that month, the Company shall make such deduction from the earnings due the Employee on the first regular payday of the next succeeding month.

Except as provided above, deductions for applicable Agency Service Fees or Dues shall be for the current month only.

7.6 REMITTANCE OF DUES.

Deductions shall be remitted to IAMAW Attention Accounting Department, Local Lodge 971, 9000 Machinist Place, Upper Marlboro, MD, 20772 not later than ten (10) days following the payday on which the deductions were made, The Company shall furnish to the Accounting



Department at the same time, a list showing those members for whom deductions have been made and the amount thereof.

7.7 WHEN DUES OR SERVICE FEES ARE NOT DEDUCTED.

Should an Employee be promoted or transferred to a position outside the Bargaining Unit and not covered by this Agreement, the Company shall cease deducting applicable Agency Service Fees or Dues from such Employee. When ceasing to deduct applicable Agency Service Fees or Dues for reasons cited in this section, the Company shall submit to the Financial Secretary of Local Lodge 971 designated by the Union the names of such Employees who have been promoted or transferred.

## ARTCILE 8 - SENIORITY

8.1 The Company and the Union accept the principal of contract seniority, for benefit and job promotions purposes. Commencing with the first date of the employee's unbroken, continuous service at SBM Services Inc. The principles are based upon the following criteria as set f01th in this agreement.

Each employee will have seniority in which the employee is assigned as defined below:

1. The employee's continuous service with the Employer.
2. Date of hire.

When two (2) or more employees otherwise would have identical seniority, rank will be determined by the last four digits of their social security number, the lower number being the most senior,

8.2 CONTINUITY OF SERVICE.

The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken, the employee will be for all purposes considered a new employee if and when rehired:

 a. Resignation or voluntary termination of employment.

1. Discharge for cause,
2. Unauthorized absence unless satisfactory evidence of inability to report for work is shown.
3. Layoff without recall to work within one (1) years from date of such layoff.
4. Failure to report to work in accordance with recall procedures.
5. Illness or injury leaves for more than one (1) year.
	1. SENIORITY FOR EMPLOYEES ON LEAVE.

Unless specifically covered elsewhere in this Agreement, employees on leave of absence will continue to accrue seniority for a maximum of six (6) months following the employee's departure.

* 1. PROBATIONARY EMPLOYEES,

Employees will be considered on probation and not entitled to seniority until they have completed ninety (90) calendar days of continuous service at the SBM Services Inc. Upon completion of said period of employment, the employee will be considered a regular employee; and the employee's seniority will date from the start of the probationary period. There will be no requirement that the Company reinstate or rehire probationary employees ifthey are discharged during the probationary period. Such discharge will not be subject to the grievance process.

* 1. SENIORITY LISTS.

Semi-annually, the Company will supply the Union with a seniority list of employees covered by this Agreement. Any employee may contest the accuracy of their seniority status, in writing; and if an error is established, correction will be made. After thirty (30) days from when supplied by the Company and posted on the Union bulletin board, the seniority status of all employees shown

## (ARTICLE 8 - SENIORITY continued)

on the list as corrected, will be incontestable. The Union will be notified of additions or deletions to the seniority list between postings.

8.6 RECALL.

Laid off employees shall have recall rights for a period of twelve (12) months following their layoff. Before hiring a new regular full-time or part-time employee in a classification in which an employee has been laid off within the last twelve (12) months, the Company will notify the laid off employee of their recall. Laid off employees shall be recalled based on reverse seniority.

It is the responsibility of the laid off employee to keep the Company notified of their availability for recall and whereabouts. Notice of recall by the Company shall be made by certified or registered mail, If no response is received by the Company within seven (7) days of receipt of the certified or registered letter, seniority will be broken and recall rights forfeited by the employee.

## ARTICLE 9 VACANCIES PROMOTIONS & TRANSFERS

9.1 POSTING AND BIDDING FOR VACANCIES AND NEW JOBS.

All promotions and transfers within the bargaining unit shall be in accordance with this Article and the principles of seniority.

9.2 BARGAINING UNIT POSITIONS.

Bargaining unit vacancies and positions will be filled by employees who are the most senior, qualified employee(s) bidding for the position.

9.3 POSTING.

All vacancies and all job openings shall be posted on every Company shop bulletin board. Such notices shall be posted on the Company bulletin boards for three (3) workdays, prior to the filling of the vacancy. The bulletin will state the number of jobs to be filled, the scheduled location of the job, the shift, the rate of pay for each job to be filled, and the job description of the work required.

When the most senior qualified bidder is selected to fill the vacancy or job opening, the Company will announce the selection on Company bulletin boards along with the applicable seniority date of the successful bidder within five (5) business days.

ARTICLE 10 - LEAVES OF ABSENCE

10.1 UNPAID LEAVES OF ABSENCE.

(ARTICLE 10 - LEAVES OF ABSENCE continued)

10.2 UNION EMPLOYMENT.

An Employee elected or selected to a full time job in the local Union, AFL-CIO, or the International Union, which takes him from his employment with the Company, shall upon written request to the Company receive leave of absence, without pay, for a period equal to his tenure of employment with the Union, not to exceed one (1) year. Upon completion of his leave of absence during the existence ofthis Agreement, he shall be re-employed according to his seniority in work generally similar to that which he did last prior to leaving at the wage rates existing at the time of his return, provided such work is available for him according to his seniority, and he has the ability to perform such work. Seniority shall accumulate during such leave of absence,

10.3 MEDICAL LEAVE.

Medical leave of absence, without loss of seniority, shall be granted by the Employer upon a reasonable showing by the employee of medical necessity. A medical leave of absence, whether due to occupational or non-occupational injury or illness, may not exceed the period of time the employee is certified as being medically disabled from resuming work.

10.4 LISTING PROVIDED TO UNION.

At the end of each month the Company shall furnish the Chief Steward a list of Employees on extended leave of absence for disability. This list shall include the date each leave commenced.

10.5 WORKERS COMPENSATION LEAVE.

Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act.

10.6 EXTENDED LEAVE FOR PERSONAL REASONS.

Upon written notice to the Employer, an employee with at least six (6) months of service may apply for a personal leave of absence of up to (10) days, An employee must submit a written request at least fourteen (14) calendar days in advance however the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave. The leave may be extended by mutual agreement of the parties in writing in advance of the conclusion of the original leave. The employee shall give a minimum of five (5) days notice of such request. Employees must receive approval by the Employer for the leave; such approval will not be unreasonably withheld.

10.7 ACCUMULATE SENIORITY.

Seniority shall accumulated during all leaves of absences defined above.

10.8 FAMILY AND MEDICAL LEAVE ACT.

The Company shall comply with the Family and Medical Leave Act's applicable requirements.

a. Any employee who requests family leave will notify their supervisor in writing prior to the first day of the leave. The employee will also provide the supervisor in writing notification of the date he/she intends to return to work. Requests for family

### (ARTICLE 10 - LEAVES OF ABSENCE continued)

leave where taken for the employee's or another's serious illness, must be supported by written medical certification of a health care provider.

b. Seniority and return to work — the seniority of an employee shall accumulate during a properly authorized family leave. Employees who take family leave because of their own serious illness must be approved to return to work by the company and the employee's health care provider.

10.9 MILITARY.

An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to current state and federal laws.

# ARTICLE 11 - LAYOFFS

11.1 In the event of a reduction in force, the least senior person in the affected job classification shall be the first person to be laid off so long as the remaining employees are qualified to perform the remaining work with minimal training. The displaced employee may bump a less senior employee in the bargaining unit provided they have the seniority and are qualified to perform the work successfully with minimal training. The displaced employee without seniority to bump shall be laid off.

11.2 Employees shall be recalled to their former position in seniority order as business needs dictate.

11.3 Notice of recall shall be sent by returned receipt mail to the employee's last known address on file with the Employer. It is the employee's responsibility to maintain up to date address information on file with the Employer.

11.4 Employees working down in a lower paid classification on a temporary basis shall retain their regular rate of pay,

## ARTICLE 12 - UNION REPRESENTATION

12.1 UNION BUSINESS REPRESENTATIVES.

The Union Business Representative shall have access to the SBM Services Inc., located at the UTC site in Jupiter, Florida subject to normal security procedures, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing that there is no interruption of the Company's business. These visits will be conducted during working hours. The Representative will notify the Site Manger Manager twenty-four (24) hours in advance or as soon as possible,

(ARTICLE 12 - UNION REPRESENTATION continues)

12.2 GRIEVANCE COMMITTEE PERSON AND STEWARD.

The grievance committee shall consist of, two (2) Stewards who is a member of the Union and assigned to the area. The number of Shop Stewards and Committee Persons may, in the future, be increased or decreased by agreement of the Company and the Union.

By Agreement, however that no promotion shall result from his retention in such area.

12.3 NOTIFICATION TO THE COMPANY

The Union shall notify the Site Manager within ten (10) days after the effective date of this Agreement and furnish a complete list in writing containing the names of the Financial Secretary, Steward. Such list shall designate the office held and the area each Shop Steward is assigned as provided in this Agreement. Thereafter the Union shall notify the Site Manager of any changes, and the Company shall not be obligated to recognize or deal with the Financial Secretary/ Shop Stewards until receipt of written notification. In such cases the Site Manager of the perspective bargaining unit shall give immediate recognition.

## ARTICLE 13 - GRIEVANCE PROCEDURE

13.1 DEFINITION OF GRIEVANCE.

The term "grievance" as used in this Agreement means any dispute arising regarding the interpretation, application, and claim of breach or violation of this Agreement.

13.2 GRIEVANCE PROCEDURE.

STEP 1. An Employee believing he/she has suffered a grievance, shall discuss the matter with his/her Site Manager. The employees may choose whether to discuss the matter with the Manager with or without the assistance of a shop steward. In order to be timely, a grievance must be discussed by an employee with the Site Manager within five (5) working days after its occurrence, Failure to observe the aforementioned time limitation shall be deemed to be a waiver and the grievance will be regarded as abandoned. The Site Manager shall give an oral reply within five (5) working days after submission of the grievance. If the Site Manager fails to give an oral reply within the time limit provided, the grievance may be appealed to the next step of the grievance procedure.

STEP 2. If the, grievance shall not have been adjusted under step 1, then within ten (10) working days after the reply in Step 1, or after the date under which a reply should have been given under Step 1, the grievance shall be brought in writing to the Regional Manager and a meeting scheduled between the Regional Manager or his/her designee, the employee, the Shop Steward and/or the Union Staff Representative. Should the grievance not be brought within the ten (10) working day limit, it will be considered abandoned. If the Regional Manager or his/her designee does not respond within ten (10) working days following the meeting or should the grievance not be resolved by the written answer of the Regional Manager or his/her designee the grievance may be advanced to Step 3 by notice to the Employer within ten (10) working days of the Receipt of the Step 2 answer.

(ARTICLE 13 - GRIEVANCE PROCEDURE continued)

**STEP 3.** If the Grievance is not settled in STEP 2, the Union may process it to STEP 3 by forwarding the Grievance, and attachments or references, if any, to the Labor Relations Manager within ten (10) work days after the Company's STEP 2 Answer is received by the Union, The following procedures apply to grievances processed to Step 3:

a, The Grievance will be acknowledged, date and time of receipt indicated, and a copy will be returned to the Union immediately. The Grievance will be considered in STEP 3 at the next meeting of the Grievance Committee, provided the Company receives the Grievance ten (10) calendar days prior to the STEP 3 meeting. Grievances received by the Company after that time will be processed in the next following Grievance Committee meeting.

1. STEP 3 meetings will be scheduled as requested by the Union to process any grievances pending in Step 3, unless otherwise mutually agreed to by the parties.
2. The persons attending the meeting in behalf of the Company and the Union shall have the authority to resolve and settle the Grievance at the meeting, whether by concession, withdrawal, or compromise. If the Grievance is settled, such settlement shall be reduced to writing and the Grievance shall not thereafter be processed further. It will be indicated on the Grievance answer form whether or not such settlement will set a precedent binding on other Grievances. If the Grievance cannot be resolved, the parties may mutually agree to extend, or the Company shall give a written answer to the Union within five (5) workdays after the STEP 3 meeting,
	1. REFERRAL TO ARBITRATION.

Any Grievance that has not been settled after following the Grievance Procedures may be appealed to arbitration by the Union, through a written notice of its intent to appeal the grievance to arbitration. The Union shall serve upon the Company written notice of its intent to proceed to arbitration within thirty (30) calendar days after receipt of the Company' s written STEP 3 answer. Any written notice to arbitrate not timely delivered to the Company shall constitute a waiver of the Union's right to appeal to arbitration, and the Company's decision shall thereafter be final, binding and not subject to appeal as to the Union.

* 1. SELECTION OF ARBITRATOR.

Not later than ten (10) working days after the Union serves the Company with written notice of intent to appeal a Grievance to arbitration, the Company or the Union shall proceed with the processing of a request for the Federal Mediation and Conciliation Service (FMCS) to fumish5 to the Company and the Union, a panel of impartial arbitrators. Within ten (10) working days after receipt of the panels by the Company, the Company and the Union shall make the selection by

### (ARTICLE 13 - GRIEVANCE PROCEDURE continued)

alternately striking (the first strike shall be determined by the flip of a coin) names from the list, until only one (1) name remains. The arbitrator whose name remains shall be the arbitrator selected by the parties to be the impartial arbitrator. In the event the arbitrator selected by the parties is unable to serve as the impartial arbitrator, the preceding name on the list shall be the arbitrator selected, and so on until a selected name is able to serve.

13.5 rxTENs10N OF TIME LIMITS.

Time limits may be extended only by written agreement of the Company and the Union entered into prior to expiration of the time limits. In computing time limits under this Article, except as otherwise provided, Saturdays, Sundays and holidays shall not be counted.

13.6 OBTAINING THE STEWARD.

To obtain the Steward for purposes of STEP 1, an Employee shall make a verbal request to the shop foreman for the Steward to be sent to the location of the Employee. The Lead Man shall provide the Steward access to the Employee as soon as possible, but no later than one hour prior to the end of the Employee's shift.

13.7 REASONABLE TIME TO PROCESS GRIEVANCES.

The Steward shall be allowed to spend time in the handling of Grievances as provided herein without deduction of pay, provided that no part of such time shall be spent in soliciting Grievances. Stewards time shall not to exceed one and one half(l .5) hours per week. The Steward shall contract his / her supervisor in advance to determine a time when such investigation will not interfere with the steward's work and work of the person with whom the steward wants to meet with.

13.8 MINIMIZING TIME IN PROCESSING GRIEVANCES.

The parties agree that it is in their mutual interests to minimize the time taken to resolve Grievances; therefore, they shall cooperate to reduce to a minimum the time spent by all parties and participants handling, presenting and adjusting Grievances.

13.9 SHARING OF FEES,

The costs of the arbitration hearing shall be split by both parties. The "costs of the arbitration hearing" includes only the arbitrator's fee, his expenses, and the cost of the room; otherwise each patty shall bear its own arbitration expenses for presenting its own case. Transcript costs shall be split by both parties.

13.10 COURT REPORTERS.

The Company and the Union shall discuss whether they wish to have a Court Reporter present at the arbitration hearing. If the parties agree to have a Court Reporter present the will select a Court Reporter, who is acceptable to both parties. The patties will indicate by mutual written agreement that a Court Reporter has been selected in order for the expenses of the Court Reporter to be shared equally by the parties, If the parties are unable to reach agreement and either party still insists on having a Court Reporter present at the hearing, then the expenses of the Court Reporter shall be borne by the party providing the Court Reporter.

## ARTICLE 14—HOURS OF WORK WORKDAYS & WORKWEEKS

14.1 WORKDAYS DEFINED.

The purpose of this Article is to define the normal hours of work.

The normal work schedule for fulltime employees covered by this Agreement shall consist of not less than forty (40) hours in five (5) consecutive days. The normal workday shall consist of eight (8) consecutive hours, exclusive of meal time.

14.2 CALENDAR DAY DEFINED.

The calendar day shall correspond to the normal U.S. recognized monthly calendar day. The start of the calendar day shall begin with the first hour of the day and end twenty-four (24) hours later.

14.3 WORKWEEK DEFINED.

The standard workweek is the period of five (5) consecutive days starting a 12:01 a.m, Sunday and ending 12:00 midnight on the following Saturday, Nothing in this Agreement shall be construed as a guarantee of eight- (8) hour's work per day or forty (40) hours per week.

14.4 REST PERIODS.

Employees will be allowed one (1) ten (10)-minute rest period before lunch and one (I) ten (10)minute rest period after lunch in each scheduled workday, the time of and zones for such periods to be fixed by the Company. The Company will attempt to establish the first rest period at approximately mid-way between the beginning of the shift and the lunch period, and will attempt to establish the second rest period approximately mid-way between the lunch period and the end of the shift. Employees required to work overtime shall be entitled to the regularly scheduled rest period on the shift where the overtime is worked after working the second hour of overtime. The employees can choose the area to take their rest periods in the authorized areas. The designated time for breaks will be posted on the employee's information bulletin board.

14.5 REPORTING / RECALL PAY.

1. Employees who report to work without having been notified that the operation is closed shall be guaranteed either one-half (1/2) their scheduled hours or pay in lieu thereof.
2. Employees called in from home to work extra time outside their regular hours, shall be guaranteed a minimum of four (4) hours work or the pay equivalent thereto.
	1. LUNCH PERIODS.

Normal lunch periods will be established and designated by the Company for a period of one-half (1/2) hour unpaid at approximately the mid-point of the shift. The employees can choose the area to take their lunch periods in the authorized areas, The designated time for lunch periods will be posted on the employee's information bulletin board.

* 1. SCHEDULED HOURS OF WORK.

The normal daily work schedules are as follows: From 6:30 am to 3:00pm will be the first (IS) shift. The second (2nd) shift will be from 9:00 am to 5:30 pm. The third (3 rd) shift will be from

(ARTICLE 14—HOURS OF WORK, WORKDAYS & WORKWEEKS continued)

12:30 pm to 9:00pm. If shifts are subject to change the Company will be allowed to change the start and stop times of each shift with a five (5) day notice to the employees.

* 1. The Company will provide five (5) uniform shirts to each employee. The Company will replace these shirts if they become damaged or frayed, The members will be given the option to wear union buttons, no larger that 1.5" on their uniforms.

# ARTICLE 15 - HOLIDAYS

15.1 All full time employees, who regularly work thirty (30) hours or more of the bargaining unit shall be entitled to the following six (6) Holidays:

|  |  |
| --- | --- |
| New Year's Da | Labor Da |
| Memorial Da | Thanksgiving Day |
| Independence Day | Christmas Da |

15.2 Payment shall be based on an individual employee's regularly scheduled hours and regular rate of pay to a maximum of eight (8) hours.

15.3 Employees shall be eligible for holiday pay upon completion of their probationary period.

15,4 Employees scheduled to work either the day before or the day after the holiday must be present on the scheduled day in order to be paid for the holiday unless they are onjury duty or bereavement leave, Employees who call in sick on either day before or the day after the holiday may be requested to furnish proof of illness for the holiday to be paid.

15.5 Employees may be required to work on a holiday. The least senior qualified employees may be required to perform such work. Employees who work will receive holiday pay. The Company may also call in employees to work as necessary.

15.6 All employees who work on the named holidays above shall receive time and one- half (1 1/2) of his/her normal rate for working on the holiday.

15.7 Employees absent because of a death in the family will be eligible to receive holiday pay for the holiday that occurs during such absence. This will be payable when the employee returns from the bereavement leave. Employee may not "double dip" on a day during bereavement leave (may not receive holiday pay and funeral leave pay for the same day in which the approved funeral leave period).

## ARTICLE 16 -VACATION

16.1 All regular full time employees (regularly scheduled and working thirty [30] hours per week or more) shall be eligible for vacation based on their length of service according to the following schedule. Part-time employees may be eligible for pro-rated vacation based on their normal hours.

16.2 VACATION

|  |
| --- |
| Hourly Associates Full-Time — 40 Hours |
| ACCRUAL RATE: (begins the first of the month following 90 da s of service , | 0.833 vacations days per full month of service |
| MAX # OF DAYS | 10 vacation days per fiscal year (October1 through September 30th |
| Hourly Associates Full-Time — 35 to 30 Hours |
| ACCRUAL RATE: (begins the first of the month following 90 days of continuous service | 0.729 vacation days per full month of service |
| MAX # OF DAYS | 8.75 vacation days per fiscal yearOctober I through September 30th |
| Hourly Associates Full-Time — 34 to 30 Hours |
| ACCRUAL RATE: (begins the first of the month following 90 days of continuous service | 0.625 vacation days per full month of service |
| MAX # OF DAYS | vacation days per fiscal year (October1 through September 30th |

16.3 VACATION SCHEDULES.

1. There will be a vacation sign-up list posted annually in October. Employees may sign up for vacation during October and during that sign-up period may use their seniority for the available vacation slots as established by the Employer.

If an employee fails to sign up during the open scheduling period in October, they may request vacation later in the year by providing their manager with at least two (2) weeks notice. Those scheduling in this manner may not "bump"' a vacation scheduled during the October sign-up.

2. Vacation must be used by September 30th of the current fiscal year or it will be lost. No associate will be allowed to take more vacation than their current year's entitlement during any one (1) fiscal year. Pay in lieu of vacation will not be allowed,

(ARTICLE 16 -VACATION continued)

1. Vacation requests must be presented to the manager in writing two (2) weeks in advance and must be approved before any vacation time can be taken. Requests will be granted based on business needs.
2. Vacations may not be taken in less than half (1/2)-day increments.
3. If an employee terminates with two (2) weeks notice or is permanently laid off by the Employer per the terms of this Agreement, he/she shall be paid out any accrued unused vacation.

HOLIDAYS.

If a holiday falls within an approved vacation period, this day will be counted as a paid holiday.

# ARTICLE 17 - SICK DAYS/PERSONAL DAYS

17.1 Full time hourly associates, who regularly work thirty (30) hours or more, are eligible for seven (7) paid sick days per calendar year. There is a ninety (90) day waiting period for sick pay eligibility,

17.2 All unused sick leave days will roll over every year up to a maximum of thirty (30) days,

17.3 Employees may use their sick days as personal days provided they schedule such days at least two (2) weeks in advance and secure the approval of their manager. Employees do not need to schedule personal days in advance for bona fide emergencies. Requests to use sick/personal days shall not be unreasonably withheld.

17.4

1. Sick/Personal days shall be paid out at the employee's regular rate of pay multiplied by their regularly scheduled hours, to a maximum of eight (8) hours per day,
2. Employees may use sick/personal days to care for a sick family member.
3. Sick/Personal days will not pay upon separation,

**ARTICLE 18 - OVERTIME**

18.1 Employees performing work in excess off forty (40) hours per week shall be compensated at the rate of time and one-half their regular pay.

18.2 When there are more employees at work in the classifications than are needed for the overtime work, the Employer will offer work in the classification by seniority. If there are insufficient volunteers, the Employer may require employees in the classification to work in inverse seniority order.

* 1. Overtime shall be paid in the pay cycle following that in which the overtime is worked.
	2. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Unscheduled overtime may at times be mandatory for all employees in a classification and will be assigned to the employees in the classification where the work has to be performed. In the event of short notice overtime, employees working overtime shall be permitted to make such necessary notification to their homes and families,
	3. No employee shall work overtime unless such overtime has been authorized in advance by his/her supervisor, Overtime shall be verified in writing by the Supervisor on the employee's time record.

18.6 Supervisors and other non-bargaining unit employees will not perform bargaining unit work except when there are no unit employees to perform the work needed or when such is necessary for the legitimate emergencies 01' for the instruction of personnel.

## ARTICLE 19 - JOB CLASSIFICATIONS/DESCRIPTIONS

19.1 JOB CLASSIFICATIONS.

During the term of this Agreement, the following job classifications are established:

Commercial Cleaners

Lead Commercial Cleaners

19.2 NEW JOB CLASSIFICATIONS.

In the event a new bargaining unit job classification is established by the Company, the Company shall notify the Union of the need for a new job classification. The parties will meet to discuss the job classification's job description and the wage rate for the new job classification. The parties will meet as soon as possible and attempt to reach agreement for the job classification, job description and wage rate.

**ARTICLE 19 - JOB CLASSIFICATIONS/DESCRIPTIONS continued)**

19.3 UNION MAY FILE POLICY GRIEVANCE.

Within thirty calendar days from the date the Union was notified in writing of the Company's decision to implement the new job classification, job description and wage rate the Company and Union will negotiate the duties and wage rate. The job classification, job description and wage rate will not be implemented until there is mutual agreement between the Company and the Union.

## ARTICLE 20 - PROVISIONS AGAINST DISCRIMINATION

20.1 The Company and the Union agree that there will be no discrimination by the Company or the Union against employees because of race, color, creed, national origin, sex, age, union affiliation, disabled veterans, and veterans of foreign or domestic wars, or marital status, or because of a physical or mental handicap, It is understood wherever in this Agreement employees or jobs are referred to in the male gender, it will be recognized as referring to both male and female employees.

# ARTICLE 21- EFFECT OF LAW

21.1. In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Within thirty (30) days, the Company and Union shall meet to negotiate new contract language to replace the particular Clause(s) which was invalidated by federal or state legislation, governmental regulations or court.

21.2. This Agreement reached as a result of collective bargaining, represents the full and complete agreement between the parties and supersedes all previous agreements, whether written or oral between the parties, Past practices, procedures and understandings may be changed or eliminated by management unless specifically prohibited by the provisions of this labor agreement.

## ARTICLE 22 - BULLETIN BOARDS

22.1. The Employer agrees to place bulletin boards at appropriate locations, to be used by the Union or shop stewards for posting notices:

1. Union meeting notices.
2. Union election notices and notices of the results of Union elections.
3. Notices of appointment of Union officers.
4. Notices of Union social affairs.

###  ARTICLE 22 - BULLETIN BOARDS continued)

e. The Union and the shop stewards mutually agree that posting shall not contain inflammatory or defamatory text towards the Employer's client, vendors or customers.

The Employer agrees to place bulletin boards at appropriate locations, to be used by the Union or Shop Steward for posting notices, if possible. The Union and the Shop Stewards mutually agree that posing shall not contain inflammatory or defamatory text towards the Employer's client, vendors or customers.

## ARTICLE 23 - FURLOUGH DAYS

23.1 When a client location is shut down on a Furlough Day, the SBM Services Inc., employee(s) working in that area may have the opportunity to work in another part of the unit when work is available.

If an employee does not want to work on a scheduled Furlough Day, he/she may request the day off.

## ARTICLE 24 - INSURANCE

24.1 Effective January I, 2022, eligible full time employees who work thirty (30) hours or more per week, following the first (I S) of the month following sixty (60) days of employment, may participate in the Compass Standard 1 Plan, according to the plan and as the plan may change.

## ARTICLE 25 - COMPASS GROUP 401(k)

25.1 The Company agrees that Employees shall be eligible to participate in the Compass Group 401(k) Employees' Retirement Savings Plan (the "Plan") in accordance with the terms and conditions of the Plan and as the plan may change.

## ARTICLE 26 - TERM AND RENEWAL

26.1 This Agreement shall be in full force and effect as of July 28, 2021, and shall continue in full force and effect through July 29, 2024. At least sixty (60) days prior to the termination of this Agreement, either party hereto shall notify the other in writing of its intentions to modify, amend,

### (ARTICLE 26 - TERM AND RENEWAL continued)

or terminate said Agreement. Upon receipt of said notice, negotiations for same shall commence not later than twenty (20) days prior to the expiration of the Agreement. If after entering negotiations, the parties fail to reach agreement on modifications or amendments, the Agreement shall continue in full force and effect until either party gives the other five (5) days written notice of its desire to terminate the Agreement, Said notice to terminate the Agreement may not be given sooner than five (5) days prior to the above expiration date.

### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### For the Union Date For the Company Date

### Edward Garcia Lizette Delgado

### Business Representative

###  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

###  Ivette Caraballo, Date

### Human Resources Manager

###

Appendix A

Wages:

Section 1. —New Hire Wage Rates:

|  |  |  |  |
| --- | --- | --- | --- |
| Classifications | 10/1/21 | 10/1/22 | 10/1/23 |
| CommercialCleaner Lead | $16.97 | $17.48 | $18.00 |
| Commercial Cleaner | $12.58 | $12.96 | $13.35 |

Section 2. — General Wage Increase: For all employees who have completed their probationary period at the time of the scheduled increases listed below:

|  |  |  |
| --- | --- | --- |
| 10/1/21 | 10/1/22 | 10/1/23 |
| Commercial Cleaner Lead rate to $17.48 or 3%, whichever is higher | Commercial Cleaner Lead rate to $18.00 or 3%, whichever is higher | Commercial Cleaner Lead rate to $18.54 or 3%, whichever is higher |
| Commercial Cleaner rate to $12.96 or 3%, whichever is higher | CommercialCleaner rate to $13.35 or 3%, whichever is higher | CommercialCleaner rate to $13.75 or 3% whichever is higher |