



## **ISS – UNI GLOBAL AGREEMENT**

### **Purpose**

**ISS and UNI have enjoyed a positive relationship for many years, having first signed a global agreement in 2003.**

As ISS expands, however, and as union organising activities among service staff increase, it has become clear that the original global agreement needs additional clarity and specificity in order to provide meaningful guidance to ISS managers and UNI unions.

Therefore the parties agree to take an important step to revise the global agreement in order to provide concrete commitments in the area of organising rights, and specific commitments on UNI's part to actively monitor standards in markets where ISS is operating.

Both parties are committed to a market for service employment in which workers receive decent work, and a decent wage. Both parties recognize the important role that unions play in raising and maintaining standards for these typically low wage service workers. Finally, both parties recognise that because of obstacles to the creation of unions in this industry, the employer must agree to facilitate the process of union access to workers in order to ensure that the promise of freedom of association may be fulfilled.

### **1. Scope**

1.1 This global agreement is between UNI Global Union and ISS.

1.2 "Union" refers to UNI Global Union and its affiliated unions and "ISS" refers to ISS A/S and its subsidiaries.

### **2. Framework of Rights**

2.1 ISS recognizes its obligation to respect the applicable laws and public regulations concerning the treatment of its employees in the various countries in which it operates. This commitment includes, but is not limited to, a commitment to pay the legally required minimum wages and to respect limitations on the hours of work and overtime obligations.



2.2 ISS further recognizes its obligation to respect the rights set forth in the ILO Conventions, including those comprising the Declaration of Fundamental Rights at Work (1), and ILO Convention 135. As such ISS agrees that it will not use child labour or forced labour (as those terms are understood within the meaning of the ILO Conventions) and that there shall be no discrimination in employment.

2.3 Finally, ISS agrees to adhere to the commitment to engage in constructive negotiations with trade unions as outlined in the OECD Guidelines for Multinational Enterprises.

2.4 In particular ISS agrees that ISS workers and workers providing services to ISS facilities are able to exercise rights to union membership and collective bargaining. All workers shall have the right to form and join trade unions (ILO Convention 87).

Subject to the terms and conditions set out in this global agreement ISS recognises the right of unions to represent union members in:

- a) Collective bargaining (ILO Convention 98);
- b) Dispute settlement procedures;
- c) Negotiations and consultations in those matters affecting jobs and training, where unions have a stake.

2.5 ISS and the Union jointly affirm that these union membership and collective bargaining rights can be exercised within the ISS without fear of retaliation, repression or any other form of action or discrimination.

### **3. Union Rights and Union Recognition**

3.1 In order to make it practicable for ISS employees to exercise the rights described above, when a UNI affiliated union notifies ISS of its intention to organise and provided, however, that there is no existing recognition of a (non-UNI affiliated) union, the parties will designate representatives to negotiate a recognition and recruitment policy based upon the following basic principles:

- 3.1.1 Representatives of the Union will be allowed unaccompanied access to meet with workers and outline the benefits of union membership (including the right to distribute union recruitment material); Meetings with workers shall be allowed at a mutually agreed time, in agreed upon areas and shall be conducted in a non-disruptive manner. The parties agree that meetings shall be arranged either in breaks or after/before hours of work and, whenever possible, not within hours of work. The Union recognizes and agrees that any Union access to the premises of an ISS customer is conditional on the prior consent of the customer in question. Consequently, the parties agree that in the event UNI or its affiliated unions want to meet with workers at the premises of an ISS customer, UNI or, as the case may be, its affiliated union shall ask ISS to obtain the requisite consent from the customer. In the event that the customer will not agree to such access, the parties will make alternate arrangements.



- 3.1.2 ISS will agree to an ongoing mechanism for informing new employees about the possibility of union memberships, such as distributing union recruitment material in connection with induction meetings and/or training of new employees.
- 3.1.3 ISS will remain positive in the face of union organizing activities. Local ISS management will issue a written statement, which says that (within the terms and conditions of this global agreement) workers are free to meet the Union's representative(s), attend meetings and freely determine their own decision to join or not to join a union without fear of any form of reprimand;
- 3.1.4 The union will be recognised as the representative of employees so long as it satisfies the minimum legal requirements for recognition under applicable law and/or collective bargaining agreements, using the most expeditious process permitted under law and/or collective bargaining agreements.

#### **4. Union commitments**

The Union recognises that the company operates in a highly competitive environment. In many markets, there are hundreds of small firm competitors, many of which do not honour wage and hour laws, let alone commitments to a union. The Union agrees to seek to raise and monitor standards among all of the companies in the markets in order to reduce the pressure on wages and conditions for ISS and to create an environment in which ISS will be able to raise standards and not compromise its competitive position.

#### **5. Resources**

In support of this effort described in Section 4 above the parties agree to create of a jointly managed fund which will aim to monitor and raise standards in specific markets. The parties will make good faith efforts to determine the basic principles for the purpose, decision-making, activities and financing of the fund within 3 (three) months of the signing of this global agreement. ISS intends to donate an annual amount of Euro 100,000 to the fund.

#### **6. Implementation and Procedures.**

6.1 The Union and ISS commit to publicize this global agreement throughout its membership and corporate structures respectively. Such a process shall stress the requirement that all levels of both organizations fully respect the terms of the global agreement.

6.2 In the event that either party shows clear evidence of failure so to publicize this global agreement at any level both parties commit themselves to ensure that remedial action is put speedily in place.



6.3 In order to assess implementation and address any disputes which may arise concerning the application of this global agreement, senior corporate representatives will meet a team of representatives from the Union twice yearly. Senior labour relations management will maintain ongoing communications with the Union between those meetings. This meeting will amongst other things review mutual respect for and implementation of this global agreement.

6.4 In the event that the parties are unable to resolve a dispute arising out of this global agreement after discussion at the bi-annual meeting as set out in Section 6.3 above, the matter shall be referred to a mutually agreed independent mediator/arbitrator, who shall seek initially a mediated resolution. In the event of failure to reach a mediated resolution the independent party shall propose an arbitrated resolution which shall be binding on both parties. It shall be left for the independent mediator/arbitrator to decide, which party shall pay the costs associated with such mediation or arbitration.

6.5 For the avoidance of doubt, the dispute resolution procedure set out in Section 6.4 above shall not apply to disputes, which – directly or indirectly - relates to, affects or involves any collective bargaining agreement and/or any other local agreement. Such disputes shall be settled in accordance with the dispute resolution procedures set out in the relevant collective bargaining agreements and/or local agreements. However, the parties agree that the local ISS management and Union officials should first attempt to resolve the matter at the local or, as the case may be, national level.

6.6 UNI agrees that it will not take any public or legal action against or affecting ISS without a fair prior notice to ISS leaving ISS a reasonable period of time to resolve the dispute before any such public or legal actions are taken against the company. UNI will honour the same commitment as regards any dispute arising at a local or national level, and UNI will encourage its affiliated unions to honour the same commitment towards ISS.

## **7. Term**

7.1 This global agreement is for an indefinite period, but it may be terminated or renegotiated by either party upon giving the other party at least three months' written notice of termination.

7.2 Nothing in this global agreement shall in any way reduce or undermine existing labour relations practices or agreements relating to union rights or facilities already established by any Union members or any other union within ISS.

7.3 The parties agree that this global agreement shall replace the Global Agreement signed by the parties in 2003.



Dated: 2008

For UNI Global Union:

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For ISS A/S:

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### **Explanatory notes.**

The ILO Conventions are:

- Freedom of Association and Protection of the Right to Organise Convention, 1948 (Convention No. 87);
- Right to Organise and Collective Bargaining Convention, 1949 (Convention No. 98);
- Workers' Representatives Convention, 1971 (Convention No. 135);
- Forced Labour Convention, 1930 (Convention No. 29);
- Abolition of Forced Labour Convention, 1957 (Convention No. 105);
- Minimum Age Convention, 1973 (Convention No. 138);
- Worst Forms of Child Labour Convention, 1999 (Convention No. 182);
- Equal Remuneration Convention, 1951 (Convention No. 100);
- Discrimination (Employment and Occupation) Convention, 1958 (Convention No. 111).

For the avoidance of doubt UNI and ISS agree that the term “union” as used in Section 3.1 to describe previously recognised unions will also include unions, which are limited to a single site or a single employer, as well as unions with a broader recognition.