COLLECTIVE BARGAINING

AGREEMENT

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

LOCAL 2022

AND

J&J WORLDWIDE SERVICES

BLANCHFIELD ARMY COMMUNITY HOSPITAL FT. CAMPBELL, KENTUCKY

Effective Date: January 1, 2019

COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

This Agreement is entered into between J & J WORLDWIDE SERVICES (hereinafter referred to as the "Company") and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2022 at FT. CAMPBELL, KY (hereinafter referred to as the "Union").

ARTICLE 1.

RECOGNITION

<u>Section 1.1.</u> The Company recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time maintenance employees including lead men employed by the Company at its government contract at Blanchfield Army Community Hospital, Ft. Campbell, KY under contract number W91278-15-D-0023 and any subsequent follow on contract_excluding all office clerical employees <u>that are privy to confidential or proprietary</u> <u>company information</u>, guards and supervisors as defined in the National Labor Relations Act.

Section 1.2. It is agreed that any employee who is designated by the Company as a confidential or managerial employee and who meets the definition under the NLRA and who performs the duties normally performed by confidential or managerial employees, as those terms are defined under applicable case law, shall be excluded from the bargaining unit and not covered by this Agreement.

ARTICLE 2.

NON-DISCRIMINATION

<u>Section 2.1.</u> Both the Company and the Union agree that neither shall discriminate against any employee or prospective employee, or member or prospective member, because of race, color, creed, religion, national origin, age, sex, veteran's status, or disability or for exercising the employee's rights under fair employment practices or labor laws. The Company shall administer all rules and actions in a fair and equitable manner. The Union also recognizes the Company's Affirmative Action programs.

ARTICLE 3.

PURPOSE, INTENT AND EFFECT OF AGREEMENT

Section 3.1. The general purpose of this Agreement is to set forth the hours of work, rates of pay, conditions of employment, and conduct to be observed by the Company, the Union and the employees. It is the further purpose of this Agreement to prevent any interruptions or slowdowns of work and to promote the most efficient, orderly and economic operation of the business.

Section 3.2. This Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. The Union acknowledges that it has had the opportunity to bargain with respect to all matters that are subject to bargaining between the Company and the Union as provided in the National Labor Relations Act, as amended, and agrees that this Agreement settles all demands and issues on all matters subject to collective bargaining, including all demands made by the Union during negotiations.

<u>Section 3.3.</u> Any prior benefits, practices and understandings in effect on the implementation date of the Agreement and not specifically covered by the Agreement will remain in effect unless changed in accordance with this article.

<u>Section 3.4.</u> The waiver of any breach or term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions contained herein.

Section 3.5. The successful, efficient and economical operation of the Company's business is hereby declared to be of paramount and mutual interest, and the parties desire to preserve, promote and improve business and economic relationships, safety, and economy, and to improve and increase the quality and quantity of work performed. The Union agrees that all employees in the bargaining unit shall render efficient and diligent service during their employment with the Company.

<u>Section 3.6</u> The company agrees to notify the Union at least 15 calendar days in advance of any proposed changes to personnel policies, practices, or conditions of employment.

ARTICLE 4.

MANAGEMENT RIGHTS

Section 4.1. It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Kentucky and the United States, including, and without limiting the generality of the foregoing, the rights to:

(1) The executive management and administrative control of the Company, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

(2) Hire all employees and determine their qualifications and the conditions of their continued employment;

(3) Promote, transfer and assign all employees;

(4) Determine the size of the work force, and to expand or reduce the work force;

(5) Establish, eliminate, continue or revise any personnel and employment policies and/or work rules and regulations;

(6) Dismiss, demote and discipline employees for cause;

(7) Establish, modify or change any work, business schedules, hours or days;

(8) Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done,

including the assignment and distribution of tasks and work among any of its work force;

(9) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;

(10) Appoint employees to lead positions and abolish such positions.

Section 4.2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Kentucky and the United States.

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ARTICLE 5.

NO STRIKE - NO LOCKOUT

Section 5.1. The Company shall not lockout any of its employees during the term of this Agreement.

Section 5.2. There shall be no strikes (including sympathy strikes), boycotts, work stoppages or interruption of work of any kind whatsoever by the Union or the employees during the term of this Agreement; nor shall any employee refuse to cross a picket line at any facility belonging to the Company, or to any entity with which the Company does business. The Union agrees that under no circumstances will it or its members call, authorize, approve, ratify, or sanction any strike, sit-down, slowdown, boycott, refusal to cross a picket line or any curtailment, interruption or restriction of work; nor shall the Union or any employee it represents interfere with the Company's operations in any way by engaging in picketing, hand-billing or union publicity campaigns of any kind against the Company during the term of this Agreement.

Section 5.3. Employees, whether acting singularly or in concert, shall not induce, instigate, cause or take part in any acts prohibited by Section 5.2 above, and any employee who engages in any such act or attempts to encourage, induce or instigate others to do so, shall be subject to immediate discharge.

Section 5.4. Upon being notified by the Company that any of the acts referred to in Sections 5.2 and 5.3 above are occurring, the Union shall immediately advise the offending employees or union officials that their acts are in violation of this Agreement and shall take immediate affirmative action to cause such conduct to cease. The Union shall give the Company its full cooperation and shall aggressively undertake all measures that are legally permissible to cause the earliest cessation of any such acts, including the immediate assignment of a Union representative to work on the problem. After it receives notice from the Company that acts violative of Sections 5.2 or 5.3 above are occurring, the Union shall, as rapidly as possible, advise the Company in writing as to what actions it has taken to remedy the situation.

<u>Section 5.5.</u> It is the purpose of this Article to bar any work stoppages, strikes or other similar job actions whatsoever during the term of this Agreement.

ARTICLE 6.

UNION SECURITY

Section 6.1.

- a. Any employee covered by this Agreement who, on its effective date, is a member of the Union will maintain Union membership as a condition of employment for the duration of this Agreement, by continuing to pay periodic dues and initiation fees uniformly required as a condition of such membership. The Union will not consider an employee to be in default of the obligation to pay dues until the Union has served written notification to the employee and the Company, and the employee fails to pay the dues within fifteen (15) days after receipt of the written notice. Upon written request from the Union, the Company will terminate any employee who fails to pay dues within the aforementioned period.
- b. All present and future employees who are not members of the Union on the effective date of this Agreement and who, thereafter, voluntarily join the Union, will maintain their membership for the duration of this Agreement as provided in Section a above.
- c. Following implementation of this Agreement, the Company will submit to the Union a list showing the name and payroll number of each Union member and, thereafter, will provide an updated list on or before the last day of each month.

Section 6.2.

- Upon implementation and during the term of this Agreement, all current employees and all employees hired, transferred or reinstated into the bargaining unit, who are not Union members, will begin paying Agency fees to the Union as a condition of employment. Such fees will be paid on the thirty-first (31st) day following employment or implementation of this Agreement and will continue until the employee is no longer employed within the bargaining unit.
- b. The amount of such Agency fees are equivalent to the amount required to be paid as current dues by those employees who are Union members.
- Employees will not be considered to be in default of the obligation to pay Agency fees until the Union has served written notification to the employee and the Company's Human Resources Representative and the employee fail to pay the fees

within fifteen (15) days after receipt of the written notice. Upon written request from the Union, the Company will_terminate any employee who fails to pay Agency fees within the aforementioned period.

d. The Company will explain the Union/Agency deduction to all new employees during the orientation process. Employees will be advised that they have until the thirty-first (31st) day of employment to complete the Union dues or Agency fees Deduction Authorization Form and give the completed enrollment form to the designated Company Representative.

ARTICLE 7.

UNION DUES/AGENCY FEES DEDUCTION

Section 7.1. The Company agrees to deduct Union dues or Agency fees as required under Article 6 of this Agreement. The Company further agrees to honor the Standard Form 1187 (SF1187), "Request for Payroll Deduction for Labor Organization Dues" to initiate Union dues allotment and a form provided by the Union to initiate Agency fees. The employee must sign the form initiating deduction of dues or fees.

Section 7.2. The Company will deduct Union dues and Agency fees for each pay period beginning the month after the employee submits the authorization to the Company. The Company will remit all dues and Agency fees within twenty (20) days to the Local's Financial Officer. In addition, the Company will remit a list containing the following information:

a. names and social security numbers of all employees who have authorized dues/fees deduction,

b. the amount of deductions, and

c. names of employees for whom deductions previously authorized were not made with a reason for the non-deduction.

Section 7.3. The Union will remit a monthly report to the company containing the names of employees who owe dues or fees. The Company will deduct any amount owed with the employee's next regular dues/fees deduction.

Section 7.4. Authorizations for Union dues or Agency fees deductions will continue in effect throughout the term of this Agreement unless specifically revoked in accordance with this Article or other statutory provisions. Employees who want to terminate Union dues/Agency fees previously authorized must submit written notification to the Company, with a copy to the Union office. The letter must contain the employee's social security number and department and must be signed and dated by the employee. The letter will become effective for the month following the month in which it is received by the Company.

a. An employee's authorized dues/fees deduction will automatically terminate as of the next complete pay period if the employee is separated, transferred, or promoted out of the bargaining unit (except for temporary promotions), provided the Union is notified in writing.

b. After implementation or during the term of this Agreement, any employee laid off and

recalled without loss of seniority, who initiated dues/fees deduction at the time of layoff, will continue payroll deduction upon recall; provided that the company has a valid Deduction Authorization form in its files.

Section 7.5. The Union has the sole right to determine Union dues and Agency fees. The Union will provide written notification of any change in dues/fees to the company and bargaining unit employees. The change becomes effective the next complete pay period after notification is given.

ARTICLE 8.

UNION REPRESENTATION

Section 8.1. The number and need of stewards shall be determined by the Union, and appointments thereof will be made by the local Union President. The Union agrees to limit the number of stewards to a maximum of two. The Union reserves the right to designate alternate stewards on any shift to fill in for regular stewards who are off work or unavailable.

Section 8.2. The Local Union shall supply the Company, in writing, and shall maintain a current, a complete list of all authorized stewards, together with the designation of the group of employees each is authorized to represent.

Section 8.3. The Company agrees to recognize the officers and duly designated representatives of the Local Union, and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.

Section 8.4. It is recognized that the Company/Union Employee relationship can best be developed by minimizing the transfer or movement of union representatives outside their respective area(s) of jurisdiction. The Company agrees that in the event it is planned to transfer a steward, officer, or representative from one work shift to another, it will inform the Local Union as soon as reasonably possible prior to such action, except in emergency situations or as necessary to assure normal operations. In such cases, the Union may appoint an alternate steward in accordance with 8.1 above.

Section 8.5. The Company agrees to allow Union National and Local Representatives to visit its premises with reasonable notice to the Maintenance Superintendent. The Company reserves the right to reasonably regulate such visits to ensure uninterrupted, orderly, and efficient operations which satisfy workload and facility requirements.

Section 8.6. All visitation rights under this Agreement are subject to the Hospital's or other governmental approval. The parties hereby agree that the Company is not responsible for the actions of the Hospital or Ft. Campbell, KY, in allowing or denying visitation rights. Subject to the foregoing, no employee will be denied the right to Union representation at any level of the grievance procedure.

<u>Section 8.7.</u> Time off from duty without charge to leave or loss of pay that is reasonable, necessary to carry out legitimate representation functions, and in the public interest, will be granted to duly appointed or elected stewards and officers. Provided, however, that such time off shall not

exceed eight (8) hours per week total for all stewards and such representation shall not interrupt or interfere with the orderly and efficient operations of the Company and the completion of workload requirements. Stewards and officers must obtain permission from the Project Manager prior to leaving their work assignment to perform representation functions and Union representation time will be tracked on the Official Time request Form furnished by the Union. The representation functions for which time off is granted include the following:

- a. to consult or negotiate with supervisors and management officials on personnel policies and practices, and matter affecting working conditions;
- b. to consult with Union officials and prepare necessary correspondence in connection with formal or informal meetings with supervisors and managers;
- c. to receive and investigate to conclusion employee complaints or grievances;
- d. to advise employees of the rights and procedures for resolving complaints or grievances;
- e. to be the personal representative of an employee at the employee's request in complaints, grievances, and appeals;
- f. to represent the Union or serve as an observer at grievance or appeal hearing;
- g. to prepare necessary paperwork for an employee or the Union in connection with a complaint, grievance, or appeal.

Section 8.8. The Company agrees to grant use of its facilities/equipment as follows:

- a. Bulletin Boards The Company agrees to provide bulletin boards at agreed locations for the exclusive use of the Union for posting its notices. These bulletin boards will be enclosed, and equipped with a lock and key that will be in the possession of the duly designated Union official.
- b. The Company agrees to grant access to telephones to conduct legitimate Union business.

Section 8.9.

a. Employees elected or appointed as Union delegates to state and national conferences, conventions, trainings, or seminars may be granted an unpaid leave of absence to attend such functions in accordance with Section 13.1 of this agreement or may utilize their paid vacation to attend such functions in accordance with Article 17 of this agreement.

Section 8.10. At any examination of an employee in the unit by a representative of the

Company in connection with an investigation if the employee reasonably believes the examination may result in adverse effect or disciplinary action against the employee. The employee bears the burden of requesting such representation and has the right to delay the examination until a Union representative is available.

ARTICLE 9.

<u>GRIEVANCES</u>

Section 9.1. For purposes of this agreement, a grievance is defined as a dispute between the Company, its employees or the Union covered by this agreement concerning the application and interpretation of a specific provision or provisions of the agreement as written. A controversy as to any matter not specifically covered by an express provision of this agreement, or which arose prior to the signing of this agreement, shall not be subject to the grievance or arbitration procedures. The procedures set forth in this Article shall be the exclusive means for the disposition of all grievances under this agreement.

Section 9.2. All grievances shall be processed in the following manner:

STEP 1: Within five (5) working days of the occurrence of the incident giving rise to the grievance or within five (5) working days following the date the employee first became aware of or should have known of the occurrence, the affected employee shall first discuss the matter with the immediate Supervisor, and a shop Steward if desired. The objective is to attempt settlement informally. The immediate Supervisor will render a decision within five (5) working days after presentation of the grievance.

STEP 2: If the aggrieved employee is dissatisfied with the Step 1 response, the employee will present a written grievance to the Maintenance Superintendent within seven (7) working days after the occurrence giving rise to the grievance or the date employee knew or should have known of grievance under this agreement. The written grievance shall contain:

- a. A statement of the occurrence giving rise to the grievance, containing all pertinent facts;
- b. The Article and Section of this Agreement allegedly violated, and the manner in which it was violated;
- c. The date, time and place of the alleged violations(s);
- d. The names of person present, if known, who have direct knowledge of the facts involved;
- e. A statement of what the aggrieved employee considers a reasonable and appropriate adjustment of the grievance (remedy);
- f. The employee or group of employees affected;
- g. The aggrieved employee's signature; and

h. The name and phone number of the aggrieved employee's Union representative.

The Regional Manager shall provide a written decision to the employee and/or the designated Union representative within five (5) working days after receipt of the Step 2 grievance. If the Regional Manager does not respond within the time specified, the grievance will be deemed to have been denied by the Company and the grievance may be elevated to the next step.

STEP 3: If the matter is not resolved by the Regional Manager, the grievance shall be submitted to the Medical Facilities Division Director within five (5) working days after receipt of the Step 2 decision the Medical Facilities Division Director shall provide a written decision within five (5) working days after receipt of the Step 3 decision.

If the grievance affects more than one employee, only one employee shall represent the other grieving employees at all steps of the grievance procedure.

<u>Section 9.3.</u> If the Union or employee fails to appeal the grievance within the time specified, the grievance will be considered settled based on the Company's last decision. If the Company fails to respond to the grievance within the time specified, it shall be considered denied and the aggrieved_employee has the right to elevate the grievance to the next level.

Section 9.4. Stewards may receive and discuss grievances of employees during non-working time in areas that are not open to the public, including the Vending Machine Area. Any presentation of grievances to the Company by a steward during work time shall require the steward to secure the permission of his supervisor before leaving his working area. Such permission shall not be unreasonably withheld (taking into account the Company's work requirements), and stewards shall confine the presentation of grievances to times that will not be disruptive to the Company's operations or the performance of his duties. If attendance by the employee on whose behalf the grievance is presented is necessary, the employee shall follow the same procedure in securing permission to leave his work area, as set forth above.

Section 9.5. All time in excess of eight (8) hours total allotted per week spent by the stewards in connection with the presentation of grievances shall be while they are off the clock and shall not be paid for by the Company. Except for the maximum of eight (8) hours per week, any investigation of grievances by stewards shall be conducted during the non-working time (i.e., before and after work or during break times or meal periods) of the steward and any employees involved in the investigation.

Section 9.6. An employee may request Union representation at any stage in the grievance procedure. The supervisor or other management official may not discuss the

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grievance with the employee unless and until his designated representative is present, once requested.

Section 9.7. Union or Company initiated grievances will be presented within five (5) working days of the occurrence or action giving rise to the grievance, or within five (5) working days after the moving party became or should have become aware of the occurrence or action. The grievance will be presented at the level with the authority to address the concerns of the moving party. The grievances may be presented using the above procedure or as a single step before arbitration at the regional Manager/Union President level.

Section 9.8. Time limits may be extended by mutual consent. Any agreement to extend time limits must be requested in writing and, upon approval, must be initialed by both parties.

Section 9.9. For purposes of computing time under any of the provisions of this Agreement, the day of the occurrence, answer, or meeting shall be included in the calculation of time (i.e. counts as day one).

ARTICLE 10.

ARBITRATION

Section 10.1. Only the Union or the Company may take a grievance to arbitration. If the grievance is not satisfactorily resolved at Step 3, the moving party may invoke arbitration within thirty (30) calendar days after receipt of the Step 3 decision. Such request must be in writing and must be submitted to the Medical Facilities Director. If the moving party fails to invoke arbitration within the time specified, the matter shall be considered settled.

Section 10.2. Within five (5) working days after invoking arbitration, the moving party will request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Any fees incurred will be borne by the moving party. The Union and the company will meet within five (5) working days after receipt of the list to select an arbitrator. If the parties cannot agree on an arbitrator from the list, they will flip a coin (once) and begin alternately striking names from the list, loser strikes first. The remaining name is the selected arbitrator. Should either party unreasonably delay or refuse to cooperate in the selection, the FMCS will be authorized to appoint an arbitrator selected by the moving party.

Section 10.3. The decision of the arbitrator shall be final and binding on the parties; however, such decisions must be limited to the interpretation and application of the specific provisions of the agreement, and the arbitrator shall not have the authority to modify or amend the provisions of this Agreement. In addition, the arbitrator's decision shall be limited to the issues or claims specifically set forth in the written grievance. The arbitrator shall not make any findings or determinations or rules on any claims or issues not expressly contained in the written grievance, nor shall he consider or give weight to any matter, evidence or testimony pertaining to issues or claims not contained in the written grievance.

<u>Section 10.4.</u> The expense of the arbitrator shall be borne equally by both parties, including any expenses incurred in obtaining a location for the arbitration. All other expenses shall be borne by the party incurring them, including the cost of witnesses, except for 10.5 below.

Section 10.5. Should the Union want employees to be witnesses at any arbitration hearing, the Company will reimburse the employee(s) for a maximum of eight (8) hours. Further, the Union will notify the Company within ten (10) normal working days prior to the hearing of the names of the employees who will be witnesses. The Company may stagger the release of the employees so as to not interfere with production.

Section 10.6. The arbitrator shall hear only one grievance at a time.

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Section 10.7. The Union and the Company agree to expedite cases involving discharge, including placing them at a higher priority than other pending cases.

ARTICLE 11.

SENIORITY

Section 11.1. The Company recognizes seniority only to the limited extent set forth in this Agreement. The Company recognizes seniority as a consideration in employment decisions as a factor secondary to experience, qualifications and demonstrated job performance. Demonstrated job performance means consideration where the employees may have the same experience and background in performance of duties, but one employee has demonstrated substantially greater skill in performing the duties and reliability in reporting for work. Where employees have substantially the same experience, qualifications and demonstrated job performance, the Company will utilize seniority as a factor in employment decisions between affected employees in the areas set forth in Section 11.3.

Section 11.2.

- a. All new employees shall serve a probationary period of ninety (90) calendar days of continuous full or part-time employment, as applicable. The Company reserves the right to extend the probationary period up to an additional ninety (90) days to fully evaluate the performance of an employee who has been absent for an appreciable amount of time during the initial probationary period, with the agreement of the employee and the Union. During the probationary period an employee may be discharged at the Company's sole discretion, without recourse to the grievance and arbitration procedures contained in this Agreement.
- Seniority is defined as the greatest length of service the employee has at the hospital facility, regardless of the particular employer. Seniority entitles employees to certain rights and preferences provided in this Agreement.

<u>Section 11.3.</u> Seniority will be a factor in employment decisions on the basis set forth in Section 11.1 hereof, in determining layoffs, promotions, recalls, transfers, changes in shifts, and job openings.

<u>Section 11.4.</u> The Company agrees to provide to the Union a seniority list on a semi-annual basis to include the name, job classification and date of hire of all employees.

Section 11.5. Vacancy Posting: The Company will post, for a period of six (6) days, with steward signing the day it is posted, job or shift openings for which employees may sign-up. The most senior qualified employee(s) who sign up for such posted position and the next most senior

qualified person may be assigned to the positions vacated. Any additional openings created by such moves will be filled in accordance with the Company's past practice. The Company reserves the right to temporarily fill any job vacancies up to sixty (60) days without posting if, in the determination of the Company, a situation exists requiring such action.

Section 11.6. An employee's seniority shall be lost by:

- (a) If an employee quits or retires;
- (b) Discharge pursuant to this Agreement;
- (c) If an employee takes a leave of absence longer than 90 days, except for special circumstances approved by the Company;
- (d) Failure to return to work from layoff or leave of absence at the time specified; and
- (e) Transfer out of the bargaining unit (except for temporary assignments). If an employee is permanently transferred out of the bargaining unit and is reinstated at a later date, seniority will resume; however, time spent outside the bargaining unit will not count toward seniority.

ARTICLE 12.

SEPARABILITY

Section 12.1. If any provision or part thereof of this Agreement is found to be in conflict with applicable federal or state law or regulation, or a contract requirement, such provision shall be deemed to be in effect only to the extent permitted by such law, regulation, or contract requirement. In the event any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect, and the parties shall resume negotiations solely on the issue of said provision. In all matters covered by this Agreement, the Union, the Company, and all bargaining unit employees are governed by applicable existing or future state and federal laws.

Section 12.2. In the event that a provision of this Agreement is thus rendered inoperative By a change or modification in the Company's Army contract requirements, the Company shall immediately forward to the Union a copy of the notice of modification issued by the Army's Contracting Office, along with the sections of this Agreement affected, and a proposal on modified language for the affected sections.

ARTICLE 13.

LEAVE OF ABSENCE

Section 13.1. Personal Leave of Absence.

After one (1) year service at the facility, a leave of absence without pay, for reasonable cause, as determined by the Company, may be granted for a period up to ninety (90) calendar days, with written approval of the employee's supervisor at least fifteen (15) days in advance of such leave of absence, providing the employee can be spared from his regularly assigned job duties. Employees who are away for a period longer than the term of the leave of absence, or who accept employment elsewhere without permission of the Company during leaves of absence, shall be considered to have voluntarily terminated their employment with the Company.

Employee shall not receive holiday pay for any holiday which falls during the period they are on leave without pay. Employees on personal leave of absence without pay, which extends beyond ninety (90) days, shall not receive any accrued vacation for that period of absence and shall have their seniority date adjusted.

Section 13.2. Military Leave of Absence.

- a. The Company and the Union agree to abide by the provisions of the Selective Service Act, and the Veteran's Re-employment Act, insofar as the provisions of said Acts apply to the rights of employees and the obligations of the Company.
- b. Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off, without pay, in order that they may fulfill their military obligations. These employees must notify their supervisor immediately upon receiving notifications of training period, or other obligations, requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.

Section 13.3. Medical Leave of Absence.

Any employee desiring a medical leave of absence from his employment, without pay, shall submit a written request to the Company and secure written permission from the Company consistent with the Company's policies for such leaves. The maximum leave of absence shall be for one hundred twenty (120) days for non-work related illnesses and one hundred eighty (180) days for work related illnesses.

Permission for leave must be secured from the Company with a copy mailed to the Union. Granting of leave of absence shall be for the following reasons: non-occupational injury or illness or occupational injury or illness. The Company has the right to fill any vacant position after 120 days. Employee seniority shall continue to accrue during leave of absence. However, there shall be no accrual of benefits and no accrual of vacation after ninety (90) days of absence. Leave of absence shall not cause a change in seniority date. However, if benefits accrue during a year in which leave of absence is taken, they shall be prorated according to service during that year.

Section 13.4. Notwithstanding any other provision of this Article, employees will be entitled to all rights under the 1993 Family and Medical Leave Act (FMLA.).

Section 13.5. Full time and part time employees, upon completion of their initial probationary period, will be eligible to receive sick/bereavement leave allowance of twenty-four (24) hours not to exceed two-hundred (200) hours total. Sick/bereavement leave will not be reimbursed when exceeding two-hundred (200) hours. Sick leave for part time employees will be prorated on a percentage basis based upon the number of hours worked in the previous 3 month period. (As an example, a part time employee working an average of 20 hours per week in the preceding 3 months will receive 12 hours of sick/bereavement leave since this is 50% of a full time employees leave award).

Length of Continuous Service Credit	Paid Allowance
Completion of probation period	Twenty-four (24) hours per quarter,
	with a maximum of Two-hundred
	(200) hours total.

Sick leave may be used for any illness or disability that incapacitates the employee. While sick/bereavement leave is not advanced beyond the amount awarded, employees can request to use earned vacation leave or take leave without pay when sick/bereavement leave is not available, with permission of the Company.

Any accumulation of more than Two-hundred (200) hours will be forfeited.

<u>Section 13.6.</u> An employee absent from work for three (3) or less consecutive days will not be required to furnish a doctor's certificate. An employee absent on sick leave for more than three (3) consecutive days may be required to furnish a doctor's certification.

Section 13.7. Any accrued sick leave shall be passed to any successor contractor as a continuation of this benefit. Under no circumstances shall the Company be required to payout unused accrued sick leave.

ARTICLE 14.

DISCIPLINE AND DISCHARGE

Section 14.1. The Company shall not discipline, suspend, demote or discharge employees except for just cause. Except in cases of gross misconduct, before instituting disciplinary action the Company will provide the employee with a written statement of the basis for the disciplinary action.

Section 14.2. It is recognized and agreed between the parties that the Company must maintain and impose high standards of performance, quality of work and discipline for employees. Accordingly, it is stipulated and agreed that "just cause" is defined as the Company's determination that an employee does not meet this high standard, so long as the Company does not exercise its discretion in a manner that is arbitrary, capricious, or without foundation. Just cause shall include, as an example, but without being limited to:

- Continued inability, refusal or failure to perform assigned work in a manner considered by the Company to be satisfactory after warning, regardless of the effort actually put forth by the employee;
- (2) Willful neglect of duty;
- (3) Dishonesty of any kind;
- Willful or negligent damage to or destruction of government or Company property or of any other employee's property;
- (5) Willful or negligent endangering of the safety of other employees;
- (6) Insubordination, including failure or refusal to carry out the instructions of supervisors, or use of abusive language toward other employees or officials of the Company;
- (7) Disorderly conduct, interfering with the work of other employees or harassment of or failure to cooperate with other employees;
- (8) Discourtesy to the public while on duty or while off duty under circumstances which adversely affects the Company's relationship with the government;
- (9) Failure to comply with the terms of this agreement or any work rule not inconsistent with this Agreement which the Company has placed in effect;

- (10) Use of any intoxicant, drug or narcotic on the Company's premises, or reporting for work in a condition indicating that the employee has been drinking or is under the influence of any form of intoxicant, drug or narcotic;
- Continued absenteeism or tardiness, including leaving work early, after warning;
- (12) Failure to report immediately accidents or personal injuries to the employee's supervisor, or violation of any safety rule or practice;
- (13) Falsifying any employment record, time record or other Company record or document;
- (14) Possession of firearms or explosives on Company and government property;
- (15) Misuse of Company and government telephones, equipment and supplies;
- (16) Sleeping on the job;
- (17) Failure to obtain and maintain required security clearances or professional standards required for the job; and
- (18) Failure to comply with the Company's drug screen policy.

<u>Section 14.3.</u> The Company will, except in the case of conduct where there is just cause for immediate discharge, impose progressive discipline for failure to perform, misconduct or a problem of any kind, or combination thereof, as follows:

1st occurrence of any kind:	written reprimand
2nd occurrence of any kind:	written reprimand
3rd occurrence of any kind:	written reprimand with discharge

The Company agrees to remove all reprimands from the personnel file of employees on the first-year anniversary date of the issuance of such reprimand.

ARTICLE 15.

LAYOFF AND RECALL PROCEDURE

Section 15.1. In the event of a layoff, the Company will give the employee and Union as much notice as possible. Laid off employees may request placement with the Company's on-call list. However, unreasonable failure to accept assignments in the Company's determination, will cause the employee to be deleted from the on-call list.

<u>Section 15.2.</u> Laid off employees shall remain on the recall list for a period of six (6) months. Employees shall be recalled in the inverse order in which they were laid off, or as otherwise determined by the Company in accordance with Article11 of this Agreement. Notification of recall shall be sent by certified mail to the employee's last known address. Employees have an affirmative duty to keep the Company informed of their correct mailing address. Employees must respond timely to the Company's offer. Failure to accept assignment or to respond within three (3) calendar days from the employee's receipt of recall notice will terminate the employee relationship with the Company.

<u>Section 15. 3</u> The company will make every effort to notify the Union of layoffs when they become necessary, as far in advance as possible.

ARTICLE 16.

HOLIDAYS

Section 16.1. Employees shall be entitled to the number of paid holidays as identified in Addendum "A" covering their location. Any employee who is absent and is not in a paid status (i.e., paid vacation, etc.) on the scheduled workday immediately preceding and/or immediately following a holiday shall forfeit his right to be paid for such holiday. If an employee is prevented from working on the workday immediately preceding or the workday immediately following a holiday because of illness which may be attested to by a physician, or death in the employee's immediate family, such fact shall constitute an acceptable excuse. (Immediate family shall include spouse, parent, brother, sister, children and grandparents.)

Section 16.2. Holidays for which every employee will be compensated are as follows:

(1)	New Years Eve	(7)	Columbus Day or Day
(2)	Martin Luther King's Birthday		after Thanksgiving
(3)	President's Day	(8)	Veteran's Day
(4)	Memorial Day	(9)	Thanksgiving
(5)	Independence Day	(10)	Christmas Day
(6)	Labor Day	(11)	Employee Birthday

(Floating Day)

Section 16.3. Employees shall become entitled to these holidays immediately upon employment.

Section 16.4. Holidays will be observed on the day observed by the Federal Government.

<u>Section 16.5.</u> Employees shall be paid holiday pay in accordance with their normal working schedule. Employees who are required to work on named holidays shall be given day off with pay within the same pay period that includes the named holiday or the Company shall pay the affected employee the normal days pay for that holiday (in addition to the hours actually worked on that holiday) at the employee's discretion.

<u>Section 16.6.</u> If one of the aforementioned holidays falls within any employee's scheduled vacation, the employee shall not be charged a vacation day for the holiday.

ARTICLE 17.

VACATIONS

Section 17.1. Employees shall receive paid vacation on their anniversary date as identified in Addendum "A" covering their location. Vacation shall not be paid or earned on a pro-rata basis, or during a period of layoff. Vacation pay shall be figured on the basis of the employee's normal work week.

Section 17.2. The Company shall offer the employees the opportunity to request their vacation in advance for approval. In selection of vacations, the employee's seniority shall be the determining factor. Once the vacation schedule is completed and approved, it cannot be arbitrarily changed by the Company except for emergency situations. Employees shall not be required to schedule their vacation in advance, as stated above, but when getting unscheduled vacation approved at a later date, it must be understood that such vacation will only be approved by the Company if operational demands are met and that approved vacation on the vacation schedule shall be recognized first in cases where an employee is requesting the same days off as another employee who has prior approval to take vacation. Vacation may be used in one hour increments. Vacations must be used prior to the employee's next anniversary date absent unusual circumstances.

Section 17.3. Any accrued but unused vacation time shall be rolled over to any new successor contractor as a continuation of employees benefits in the event of a contract change. Employees shall be eligible for vacation on their anniversary date only. Vacations must be used by the next anniversary date or the vacation pay will be paid out at that time only. Notwithstanding the foregoing, effective December 31, 2022, there will be no payout of unused vacation under any circumstances. There will be no payouts as a result of a change in the contractor. The successor contractor will assume all unused vacation liability remaining for each bargaining unit employee.

ARTICLE 18.

WAGES

Section 18.1. Wages shall be paid as set forth at Addendum "A" hereto, or as modified by the parties from time to time as provided therein.

Section 18.2. The employer and the Local Union agree to meet for the purpose of negotiating local area wages and fringe benefits to be attached as Addendum "A". The Local Union shall notify the International Union prior to their request to the Employer to negotiate local addenda. By mutual agreement between the Employer and the Local Union, these negotiations shall commence between sixty (60) to one hundred twenty (120) days prior to the expiration date of the Employer's contract with the Federal installation described in Addendum "A".

Section 18.3. No employee will receive a reduction in his basic rate as a result of implementation of this Agreement. Employees who are certified to perform backflow prevention and cross connection work will be bonded by the company to the extent allowed by the bonding company.

Section 18.4. The Union and the Company agree to a general increase in all basic rates equal to those rates set forth in Addendum "A" for each successive year during the life of this Agreement.

Section 18.5. Wage Administration.

a. The Employer will establish twice monthly pay days, currently the 10th and 25th of each month. Employees will be given seven (7) days' notice if the Employer changes scheduled pay days. If payday falls on Saturday, Sunday, or a holiday, pay checks will be available on Friday or the last work day before the holiday. Pay checks will be available at the earliest opportunity, but no later than the end of the regular shift. The Employer will furnish each employee with an itemized statement of earnings and deductions, including straight time hours, overtime hours, and premiums. In the event there are different itemized items, the employee may request an itemized list for each classification worked in during the pay period. This information will be provided within three (3) work days after the request.

b. The Employer will, on a monthly basis, provide the amount of accrued vacation and sick/bereavement leave available.

Section 18.6. Employees are encouraged to fulfill their jury duty obligations when called for service. The Company will make every effort to ensure employees are released to perform jury duty.

a. When an employee is absent from work to serve as a juror, to report to the court in person in response to a jury duty summons, or to report for jury duty examination, he will be paid for those hours absent from work during his regular standard workweek in accordance with Tennessee or Kentucky state law (as applicable).

b. Jury duty pay is computed at the employee's regular working rate exclusive of any premium for overtime. In no case will payment be made for jury duty performed for hours in excess of eight (8) per day.

c. To receive pay for work time lost, an employee must promptly notify his supervisor (normally within 24 hours) of any notice the employee receives to report for jury examination or jury duty.

d. To recover jury pay, the employee must furnish to the Company a certificate from the Applicable Clerk certifying the date(s) of attendance.

e. For the purposes of this Section, first shift employees are expected to report for work if they are released from jury duty in time to work four (4) or more hours. Second shift employees are expected to report to work if they are not required to give four (4) or more hours to jury duty on any one day. Third shift employees are expected to report to work on their subsequent regular shift if they gave less than four (4) hours to jury duty on the day preceding their shift and/or not expected to report to jury duty within eight (8) hours following their shift. Employees on jury duty are expected to keep the Company advised of their jury duty schedule. During an employee's jury duty assignment, he will not be considered for overtime, premium time work, or call-back.

Section 18.7. The Company agrees to pay employees who receive field services assignments travel allowances and other expenses comparable to government rates. Employees on temporary field services assignments will be paid at their current rate or at the prevailing rate in the location to which they are assigned, whichever is greater.

Section 18.8. Employees called back to duty outside of their regularly scheduled shift, or

for other than a continuous extension thereof, will receive a minimum of four (4) hours pay at the employees' basic hourly rate plus premium pay, if applicable. Employees who are required to work more than four (4) hours will receive compensation for all hours worked in accordance with this Agreement and applicable laws.

Section 18.9. Employees who are regularly scheduled and work between the hours of 6:00 p.m. and 12:00 a.m. are entitled to seventy-five cents (\$.75) per hour differential pay and employees who actually work between the hours of 12:00 a.m. and 6:00 a.m. are entitled to one dollar (\$1.00) per hour.

Section 18.10. Overtime. Overtime is work required and approved to be performed in Excess of forty (40) hours per week. Overtime pay is calculated at one and one-half (1 ½ times the employee's regular hourly rate). It is understood and agreed that employees are required to work assigned overtime, but may not work overtime unless (a) directed to do so by their supervisor or a manager of the Company, or (b) the overtime was necessary to keep the hospital operating safely and was reported to the project manager immediately. The Company may not cancel a shift for the sole purpose of avoiding overtime payment.

ARTICLE 19.

HEALTH AND WELFARE

Section 19.1. The Company shall make health and welfare contributions on behalf of the bargaining unit employees covered by this Agreement. The contribution rate is established by the attached Addendum A of this agreement. In the event negotiations are to reopen to establish the health and welfare contribution rate, such negotiations shall commence at least sixty (60) days in advance of the start of the Company's annual government contract period or term. Contribution calculations are based upon hours paid to the individual employee, up to a maximum of forth (40) hours per week. The Company will meet and discuss any new mandatory health and welfare benefit elections with the Union before implementation. The foregoing excludes future changes to existing benefit elections (e.g. health plan, EAP, Life, AD&D, etc.) or new mandatory benefit elections to the extent such are required by law.

Section 19.2. In addition to any health and welfare wages, the Company agrees to contribute the rate established by the attached Addendum A per hour paid, up to a maximum of forth (40) hours per week for each employee into a retirement or pension fund to be established by the Company.

<u>Section 19.3.</u> The Company shall provide Worker's Compensation Insurance and State Unemployment Benefits as prescribed by applicable laws and/or the Company's contract with the United States Government.

ARTICLE 20.

HEALTH AND SAFETY

<u>Section 20.1.</u> The Company and the Union agree to cooperate in the enforcement of health and safety standards as required by applicable laws and regulations (e.g. OSHA standards).

<u>Section 20.2.</u> Employees are required to immediately report on-the-job injuries and illnesses, or known safety hazards to the immediate supervisor. The Company will provide the required forms for such reporting and will advise employees that they are entitled to injury compensation benefits when injured on the job.

Section 20.3 Drug-Free Workplace Policy. Pursuant to State and Federal laws and current government-wide regulations, the Company has established a drug-free work place policy. This policy applies to all employees. The Company will ensure that all employees, including new hires, are briefed on this policy.

<u>Section 20.4</u> The company agrees to provide all safety equipment required for the employees to perform work where required, to include safety goggles, safety shoes, protective coveralls, etc. The company reserves the right to evaluate each employee to determine if safety equipment is required based on OSHA standards. The Company will provide an annual **\$125.00** (plus tax) safety shoe allowance to be paid directly to a local vendor chosen by the Company for a single pair of safety shoes for each employee who is required to wear safety shoes. Safety shoes must meet all applicable safety standards, including, but not limited to, the ASTM F2413 Standard.

Section 20.5 The Union shall have the right to designate an employee as the Union Safety Officer. This employee will be responsible for bringing to management's attention any employee safety issues. The Company agrees to notify the Union Safety Officer of any safety hazards and or repairs. The Company further agree to allow the Union Safety Officer to accompany management official and or other safety personnel on walkthrough inspections, Such time will be considered duty time and is compensable. In addition, the Union Safety Officer will be allocated 8 hours official time per month to research safety issues, prepare reports for the management officials, or to follow up employee complaints. This time is not subject to Article 8.

<u>Section 20.6</u> Safety is the responsibility of the Company and the employees. Should an employee be assigned a task that he/she feels is a potential safety hazard, the employees shall notify the officially designated Union Safety Officer and Site Safety and Health Officer. The Site

Safety and Health Officer shall determine if additional personnel is required to perform the task and notify the on-duty supervisor to request additional personnel. Should additional personnel not be available the task will be postponed until additional personnel is available.

Section 20.7 Incentive Awards Program will be established by the Company to recognize achievements such as safety, performance, and/or years of service. The program details including type of incentives will be determined by the Company.

- a) Encourage J&J Worldwide Services Bargaining Personnel to improve the Company's and the Government operations and support and enhance J&J Worldwide Services goals in their performance of the Contract.
- b) Recognize and reward personnel appropriately, promptly, and on the basis of superior performance and other personal or group efforts that substantially exceed normal standards or expectations and resulting in improved J&J Worldwide Services and Federal Government productivity and /or services to the mission.
- c) No person will be involved in the approval process of an award that would be considered a conflict of interest.
- d) Awards should be presented in a public manner openly to all Bargaining Personnel.
- e) The Union will be notified to any awards being presented to the Bargaining Employees in the Bargaining Unit.

ARTICLE 21.

PHYSICAL EXAMINATION

Section 21.1. The Company may require an employee to undergo periodic physical examinations, including drug screening as described in Section 21.2, and periodic occupational immunizations. The Company shall have the right to establish the procedures for such tests, select the examining physician or lab, request the physician or lab to conduct specific tests, and to receive a written report from the physician or lab as to his findings. Such reports shall be considered and treated in a confidential manner by the Company. The total cost of such physical examinations, exclusive of any treatment given shall be borne by the Company.

Section 21.2 The Company reserves its rights to perform testing of its employees for the illegal use or presence of drugs (or alcohol) in accordance with its Substance Abuse Policy which was established to comply with the Drug Free Workplace Act of 1988. In addition to the Company's rights to accomplish pre-employment/post offer, reasonable cause, and random drug testing, this policy includes the right of the Company to initiate Post-Incident Drug Testing for an employee who causes, contributes to, or is involved in a job-related accident or injury. The Post-Incident Drug Test will be required whenever there is a reason to believe that an employee may have contributed to an injury to himself/herself, another employee, another person, or may have contributed to substantial property damage to J&J Worldwide Services property or the property of another entity or individuals. Urine and blood samples must be voluntarily given within a 24-hour period or the employee may be terminated.

ARTICLE 22.

HOURS OF WORK

Section 22.1.

a. <u>Determination of Work Shifts</u>. The determination of the starting and ending time of daily and weekly work shifts for individual employees, including extended work weeks on a continuing basis, will be made at the discretion of the Company. Such schedules for regular shifts may be changed by the Company from time to time. However, the Company will notify the employee of any contemplated "permanent, regular shift change" in writing at least seven (7) days prior to the same. If the employee is not given at least four (4) days' notice of permanent, regular shift change, the employee will be paid at the rate of time and one-half (1-1/2) for all hours worked on the first day of the new shift. Nothing herein precludes temporary changes of work shifts in order to comply with contractual requirements.

Notwithstanding any other provision of this agreement nothing contained herein shall be construed as a guarantee of any specific hours of work.

b. <u>Regular Employee Shifts (Mechanics).</u> A shift will consist of eight (8) consecutive hours inclusive of a paid meal period of not less than thirty (30) minutes. In those operational work areas where manning is required twenty-four (24) hours a day, seven (7) days per week, the Company will establish a shift of eight (8) consecutive hours if such shift is warranted by operational considerations and personnel scheduling.

b.1. <u>Regular Employee Shifts (Administrative)</u> A shift will consist of eight and one half (8-1/2) consecutive hours exclusive of an unpaid meal period of not less than thirty (30) minutes.

c. <u>Scheduled Day Off</u>. A scheduled day off will be a calendar day during which no regular shift is scheduled to start for the employee.

d. <u>Normal Work Schedule</u>. The Company will use its best efforts to assign full-time employees to a forty (40) hour work week, and the employee's normal work schedule will consist of five (5) consecutive work days per week, eight (8) hours per day, with two (2) consecutive days in which the employee is not regularly scheduled to work. In the event the Company's Contract with the Army Medical Center, Ft. Campbell, KY, changes

affecting an employee's work week, negotiations between the Company and the Union will commence on a case by case basis.

e. <u>Workweek</u>. A period of seven (7) consecutive days consisting of one hundred sixtyeight(168) consecutive hours, beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Sunday. The normal work week shall be forty (40) hours. f. <u>Shift Hours</u>. Current shift times for bargaining unit employees are as follows. The Company agrees not to vary normal shift times during the basic workweek in a manner that is arbitrary or unreasonable. Any proposed change to shift times will be discussed with the designated Steward/Officer before implementation.

Mechanics Schedule	Administrative Schedule
First Shift - 7:00 a.m. to 3:00 p.m.	6:30a.m. – 4:00p.m.
Second Shift - 3:00 p.m. to 11:00 p.m.	
Third Shift - 11:00 p.m. to 7:00 a.m.	

g. <u>Alternate Work Schedules (AWS)</u>. Upon agreement between the Union, the Company and the employees, AWS may be established during the term of this Agreement. Such AWS may consist of compressed schedules, flexible schedules, or other arranged schedules that do not interfere with the economical and efficient operations of the Company.

h. <u>Work Schedule.</u> The work schedule consists of the hours of the day and days of the week to which each employee is assigned. The Company will specify each employee's workweek in writing. The schedule will be posted in the work area or given to the employee at least seven (7) days prior to the effective date and will cover at least one pay period.

i. Employees will be at their job ready, willing and able to work at the scheduled start time.

If the Company requires and employee to report to a designated location, accept from supervision any instructions or job assignments, or to perform work prior to scheduled starting time, the employee will be compensated in accordance with this Agreement and applicable laws.

j. Each employee will receive a fifteen (15) minute rest period during each half of his

assigned shift. The time for each rest period is determined by the Company based on the workload, but will normally be scheduled at or near the midpoint of each half of the shift. An employee who is required to work two (2) or more hours in addition to his scheduled eight-hour shift will be granted, unless an emergency exists, a rest period between the end of his regular shift and the beginning of the overtime work.

ARTICLE 23.

SUCCESSORSHIP

Section 23.1 Subject to the provisions of the Act, this Agreement shall be binding upon, and shall inure to the benefits of the parties, their successors and assigns. The applicable contracting office is responsible for informing bidding employers of the existence of this Agreement and the successor employer's obligations as defined in the Act.

ARTICLE 24.

DURATION OF AGREEMENT

Section 24.1. This Agreement remains in effect until December 31, 2022, and for successive periods of one (1) year thereafter unless notice is given in accordance with this Article.

Section 24.2 Either party may reopen this Agreement for revisions or termination between the 60^{th} and 120^{th} day prior to the expiration date of this Agreement. Notification must be in writing.

EXECUTED in duplicate originals on this $10^{-\frac{14}{2}}$ day of $0crosec_{2}$, 2018.

J&J WORLDWIDE SERVICES

BY

Nathaniel Fulmer, Éxecutive Vice President

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO, LOCAL 2022

A Cope-BY: y Hansford, President AFGE Local 2022

B

Rita Wallace, Union Steward

BY

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Dave Carver, Union Steward

Sick Wages Jury Duty Item Holidays Health & Welfare Vacation Pension *Deleted Effective 12/31/2022. Nevertheless, Employees who were receiving 200 hours of vacation per year prior to December 31, 2022 will continue to receive that amount of vacation. All other employees will receive no more than 160 hours of vacation per year as of December 31, 2022 No J&J Medical Election Service Order Clerk Material Coordinator Painter Maintenance Mechanic Secretary Electronic Tech Carpenter Utility Operator/Auto Control **Boiler** Operator HVAC/Refrigeration Mech Classification Employee Only Medical Grounds Foreman Electrician Grounds Laborer Employee + Family Medical Employee + Child(ren) Medical Employee + Spouse Medical Plumber/Pipefitter Effective January 01, 2019 (2%) 200 hrs after 19 years 160 hrs after 10 years 120 hrs after 6 years 80 hrs after 1 year Twelve (12) days Five (5) days Eleven (11) \$7.40/hr \$4.45/hr \$6.95/hr \$6.95/hr \$4.05/hr \$19.88 \$15.91 \$20.77 \$29.57 \$28.15 \$28.54 \$17.62 \$29.57 \$16.73 \$28.15 \$28.54 \$28.15 \$28.54 \$28.54 \$1.25 Effective January 01, 2020 (2%) 200 hrs after 19 years 160 hrs after 10 years 120 hrs after 6 years 80 hrs after 1 year Twelve (12) days Five (5) days Eleven (11) \$7.50/hr \$7.05/hr \$7.05/hr \$4.55/hr \$4.05/hr \$20.28 \$16.23 \$21.18 \$30.16 \$28.72 \$29.11 \$17.97 \$30.16 \$17.06 \$28.72 \$29.11 \$28.72 \$29.11 \$29.11 \$1.25 Effective January 01, 2021 (2%) 200 hrs after 19 years 160 hrs after 10 years 120 hrs after 6 years 80 hrs after 1 year Twelve (12) days Five (5) days Eleven (11) \$7.60/hr \$7.15/hr \$7.15/hr \$4.65/hr \$4.05/hr \$20.68 \$16.55 \$21.61 \$30.76 \$29.29 \$29.69 \$18.33 \$30.76 \$17.40 \$29.29 \$29.29 \$29.69 \$29.69 \$29.69 \$1.25 2022 (2%) Effective January 01, 200 hrs after 19 years* 160 hrs after 10 years 120 hrs after 6 years 80 hrs after 1 year Twelve (12) days Five (5) days Eleven (11) \$7.70/hr \$7.25/hr \$7.25/hr \$4.75/hr \$4.05/hr \$16.89 \$31.38 \$30.29 \$18.69 \$17.75 \$21.10 \$22.04 \$29.88 \$31.38 \$29.88 \$30.29 \$29.88 \$30.29 \$30.29 \$1.25

the following wages and benefits will be in effect between the parties:

Effective as of the Effective Date of this Agreement,

ADDENDUM A

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