

**J&J WORLDWIDE SERVICES, INC.**  
**and**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS**  
**DISTRICT LODGE 166**

**Memorandum of Agreement**

This Memorandum of Agreement (“MOA”) is by and between International Association of Machinists & Aerospace Workers, District Lodge 166 (the “Union”) and J&J Maintenance Inc., d/b/a J&J Worldwide Services, Inc. (the “Company” or “Employer”), collectively the (“Parties”). After negotiations, the Parties have mutually agreed to the following terms to be included in a Collective Bargaining Agreement (“CBA”) lasting from September 1, 2024 to August 30, 2027.

The Parties have agreed as follows (changes in ***bold italics***):

1. PREAMBLE

This Agreement by and between ***J&J Maintenance Inc., d/b/a J&J Worldwide Services*** hereinafter referred to as the Company, and the International Association of Machinists and Aerospace Workers AFL-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, 2021 and expire on July 29, 2024, 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).

2. Agree to replace all subsequent reference to SBM Services Inc. to J&J Worldwide Services.

3. ARTICLE 4 – 4.1 Progressive Discipline Shall read as follows:

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.

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 Employer reserves the right to skip one or more steps in the progressive discipline process when an employee's conduct is deemed egregious.***

The steps of progressive discipline will be as follows.

- a. Verbally reprimand the employee for poor performance, Verbal reprimand will be documented by the Supervisor and placed in employees file.
- b. Provide a written warning in the employee's file, in an effort to improve employee performance.
- c. 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.
- d. End the employment of an individual who refuses to improve.
- e. 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.

4. ARTICLE 10 – Strike 10.3 Medical Leave and replace with language below:

***Medical leave of absence, without loss of seniority as provided in 8.2, shall be granted by the Employer upon employee's certification of necessity, in accordance with Company policy, applicable federal and state leave laws, including the Family and Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), Workers' Compensation, and any relevant short-term or long-term disability programs.***

***The Employer reserves the right to terminate employment if, at the end of the employee's federal and state or other such legally protected leave period the employee remains unable to perform the essential functions of their position, with or without reasonable accommodation, or if no reasonable accommodation can be made without undue hardship to the Employer.***

5. ARTICLE 13 - Add 13.1 below:

***13.11 Arbitrator's Decision and Jurisdictional Limits***

***The arbitrator shall render their decision in writing within thirty (30) days following the close of the hearing or receipt of post-hearing briefs unless otherwise agreed. 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 submitted under Step Two. The arbitrator shall not make any findings or determinations or rule 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 relating or pertaining to issues or claims not contained in the written grievance. The arbitrator shall hear only one grievance at a time.*

6. ARTICLE 15 – 15.1 Add Juneteenth:

New Year's Day

***Juneteenth***

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

7. Strike Articles 16 Vacation and 17 Sick Days/Personal Days and replace as Article 16 PTO below:

**ARTICLE 16 - PTO**

***16.1 Full time hourly associates, who regularly work thirty (30) hours or more, are eligible for eighteen (18) days (144 hours) paid time off (PTO) per calendar year. There is a ninety (90) day waiting period for PTO eligibility.***

***16.2 Employees may roll over ten (10) days (80 hours) of granted and unused PTO days every year up to a maximum of twenty-eight (28) days (224 hours), days that do not roll over will be lost and not paid out.***

***16.3 Employees must schedule PTO days at least two (2) weeks in advance and secure the approval of their manager. Employees do not need to schedule PTO days in advance for sick days and emergencies. Requests to use PTO days shall not be unreasonably withheld.***

***16.4***

***a. PTO 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.***

***b. PTO days may not be taken in less than half (1/2)-shift increments.***

- c. Part time employees shall be granted PTO at a prorated amount based on a 40 hour work week paid at their regularly scheduled hours per shift.*
- d. New employees shall be granted PTO days on a prorated amount after 90 days of service based on their hire date relative to the following August 31.*
- e. If an employee terminates with two (2) weeks' notice or is permanently laid off by the Employer per the terms of this Agreement, they shall be paid out a maximum of five (5) days (40 hours) of granted but unused PTO.*

8. Following Article numbers will be amended as follows:

ARTICLE 17	OVERTIME
ARTICLE 18	JOB CLASSIFICATIONS/DESCRIPTIONS
ARTICLE 19	PROVISION AGAINST DISCRIMINATION
ARTICLE 20	EFFECT OF LAW
ARTICLE 21	BULLETIN BOARDS
ARTICLE 22	FURLOUGH DAYS
ARTICLE 23	INSURANCE
ARTICLE 24	401K
ARTICLE 25	TERMS AND RENEWAL

9. ARTICLE 25 -Term of agreement *9/1/2024 – 8/31/2027*


10. Appendix A

Wages:

<b>Classifications</b>	<b>10/1/2024</b>	<b>10/1/2025</b>	<b>10/1/2026</b>
Commercial Cleaner Lead	\$20.92	\$20.92	\$20.92
Commercial Cleaner	\$15.92	\$15.92	\$15.92
Floor Tech	\$16.92	\$16.92	\$16.92

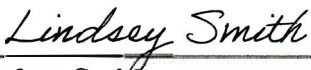
**Agreed to and accepted by:**

**For the Union:**

  
\_\_\_\_\_  
**Eddie Garcia**  
**Business Representative**

\_\_\_\_\_  
**Date**

**For the Company:**

  
\_\_\_\_\_  
**Lindsey Smith**  
**People Business Partner**

**9/18/2024**  
\_\_\_\_\_  
**Date**