Letter of Understanding Harmony Gardens Service & Maintenance Wage and Benefit agreement 2025

SECTION 10.2.2. SERVICE & MAINTENANCE PTO ACCRUAL:

Yrs of Service Finished	PTO earned for each hour paid	PTO Hours earned for 2080 hours	ESST/PTO Accrual (max 48 per year)	ESST/PTO Hours earned for 1440+ hrs. worked	TOTAL Hours earned for 2080 employee
0-1	.03317	69	.0334	48	117
2-6	.05240	109	.0334	48	157
7-11	.07163	149	.0334	48	197
12-19	.09087	189	.0334	48	237
20+	.10817	225	.0334	48	273

Max: 400 hours; at max additional time won't accrue

*cashed in PTO does not count toward Hours Paid;

Max ESST/PTO = 80 hours

SECTION 10.2. PTO ACCRUAL:

Employees earn PTO on an hourly basis at rates based on their length of service with the Employer. PTO accrual is calculated from the date of hire, and is available to be used as it accrues.

PTO available will not exceed **400 hours**. Once the PTO limit is reached, no additional PTO will be earned until hours are used or cashed in, bringing the hour available below the limit.

ESST Conversion:

- New accrual rates will be retroactively effective the first pay period of 2025
- Employees ESST hours banked on 12/31/2024 will be rolled over into Employees ESST PTO bank Effective 1/1/2025
- Verified absences due to Covid or Influenza will not incur any attendance points.

ARTICLE 6- HOLIDAYS

SECTION 6.1 HOLIDAYS DEFINED:

The following days shall be considered holidays: New Year's Day, Martin Luther King Day, Easter Day, Memorial Day, Juneteenth, July Fourth, Labor Day, Indigenous People's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Holidays will run from midnight to midnight.

SECTION 6.2 HOLIDAY SCHEDULING:

The Employer shall post the schedule of holidays to be worked for the Thanksgiving, Christmas, and New Year's holidays by October 15.

Each employee will be designated as an "A" or "B". "A" employees will be scheduled for three (3) holidays and "B" employees will be scheduled for three (3). The holidays assigned to each group would alternate.

Employees scheduled under "A" holidays will be scheduled to work the following holidays: New Year's Day, Fourth of July, Thanksgiving Day, and. Employees scheduled under "B" holidays will be scheduled to work the following holidays: Memorial Day, Labor Day, and Christmas Day. In addition, Holiday scheduling will be done by seniority and shift (continuing current practice).

Employees shall have the right to request to work their normal schedule during work periods in which the above listed holidays occur. If an employee so requests, the employee shall be paid for, all days worked in addition to their holiday pay. Example: employee requests to work their normal ten (10) day in the work period, one of which is the holiday. The employee shall be paid for eleven (11) days at straight time.

SECTION 6.3.1 HOLIDAY PAY:

Employees working on any of the above holidays will receive **1.5 times** their regular rate of pay for all such time worked. Full-Time Employees who do not work on the designated holidays will receive eight (8) hours of pay at their regular straight time rate of pay as holiday pay. Full-time employees who are scheduled to work on a holiday but who do not work on a holiday shall not receive holiday pay, except in cases of excused absence or illness where satisfactory proof of such illness is furnished by the employee. All the above language remains the same for the dietary department except that the hours are based on seven point five (7.5) hour shifts.

For payment of Holiday time, full-time employees are regularly scheduled **full-time** individuals who average **sixty** (60) or more hours per pay period based on the prior calendar quarter or newly hired **full-time** employees who have worked less than a full quarter and were hired for sixty (60) or more regularly scheduled hours per pay period.

SECTION 6.4 NON-ROTATIONAL HOLIDAYS

The scheduling of Martin Luther King's Birthday, Easter Sunday, Juneteenth, Indigenous Peoples' Day, and Christmas Eve shall be on an employee's normal rotation of work.

This proposal would begin with Martin Luther King Day in 2025. However, due to the timing of pay periods, MLK holiday pay (worked premium and non-worked) would be paid retroactively the first pay date following ratification. If there is an injunction or the legislation is otherwise paused or eliminated, existing contract language regarding holidays would remain unchanged.

Wage Increase

- \$1.05 for all Service & Maintenance employees
- Effective First full pay period Following March 1, 2025

Union Representative

Date

Employer Representative

Date