

AGREEMENT BETWEEN

**THE UNIVERSITY OF MARYLAND MEDICAL CENTER
(EMPLOYER)**

AND

**COUNCIL 3 AND LOCAL 2751
OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(UNION)**

EFFECTIVE

FEBRUARY 1, 2024 THROUGH FEBRUARY 1, 2027
(WITH CERTAIN SECTIONS BECOMING EFFECTIVE JULY 1, 2024)

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AGREEMENT

This Agreement entered into between The University of Maryland Medical Center (hereinafter referred to as “the Employer”), and Local 2751 and Council 3, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as “the Union”), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment for all Employees described in Article 1, Recognition, of this Agreement

ARTICLE 1 **RECOGNITION**

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and all other conditions of employment for all Employees at its Greene Street, Baltimore City, Maryland facility in the following described bargaining unit:

All full-time and part-time weekly housekeeping service and food service Employees employed in the classifications listed in Article 15 of this Agreement, excluding all other Employees of the Employer.

ARTICLE 2 **NON-DISCRIMINATION**

Section 2.1. The Employer and the Union agree that there will be no discrimination in the application of this Agreement because of race, creed, color, sex, sexual orientation, age, national origin, religious affiliation, disability, union activity, or membership. The Employer and the Union agree to conduct their activities in accordance with Title VII of the Civil Rights Act of 1964, as amended.

Section 2.2. The Union hereby agrees to totally support and assist the Employer in implementing the provisions of Article 2.

ARTICLE 3 **UNION SECURITY AND CHECK OFF**

Section 3.1. All Employees who are in the bargaining unit described in Article 1 of this Agreement who are Union members as of the date of this Agreement shall remain as Union members.

Section 3.2. It shall be a condition of employment that all employees who are not members on the effective date of this agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

Section 3.3. The Union agrees to collect payroll deduction authorization cards with appropriate employee signatures for all Union members. The Union will provide the cards to the Employer within two (2) pay periods of the employee beginning his/her employment. The Employer agrees to withhold from the Employee paychecks each pay period, the regular Union dues in the amount certified to the Employer by the Union and P.E.O.P.L.E DEDUCTIONS, UNION AUTHORIZED SUPPLEMENTAL INSURANCE, OR OTHER UNION AUTHORIZED DEDUCTIONS. Employer shall send a roster of deductions with each dues deduction check that shall indicate Employee, social security number, amount of dues deducted. Employer shall cease deduction immediately upon Employee promotion or transfer to a non-bargaining unit classification or position.

Such withholdings for Union dues or other authorized union deductions are to be transmitted to Council 3, AFSCME, AFL-CIO no later than the 15th day after the 1st day of the succeeding month. The Union will notify the Employer in writing at least 30 days prior to any change in such dues.

ARTICLE 4 **RIGHTS OF THE EMPLOYER**

Section 4.1. In the event of any conflict between the specific rights and obligations which are contained in all other articles of this Agreement and the rights in this article, the other provisions of the Agreement shall control.

Section 4.2. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge or otherwise discipline Employees; to determine the number of Employees to be employed; to hire Employees, determine their qualifications or assign and direct their work; to promote, demote, transfer, layoff, recall to work and rehire Employees; to set the standards of productivity, the products to be produced or used and/or the services to be rendered; to determine the amount and forms of compensation for Employees; to maintain the efficiency of operations, to determine the personnel, methods, means, equipment and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform any work or services; to subcontract, contract out, discontinue or relocate the work covered by this Agreement or any part thereof; to contract with any third party to provide retail food service or products on and off premises; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, or service; to control and regulate the use of , facilities, equipment and other property of the employer; to introduce new or improved research, production, service, distribution and maintenance and cleaning methods, materials, machinery and equipment; to determine the number, location and operation of departments, divisions and all other units of the employer; to issue, amend, revise policies, behavioral standards covering work conduct and performance and other work conduct, work performance and safety rules, regulations and practices; and to take whatever action and enforce is either necessary or advisable to determine, manage and fulfill the mission of

the Employer and to direct the Employer's Employees; to suspend the obligations and rights of this agreement in the event of HICS Command Center activation. The Employer's failure to exercise any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5
RIGHTS OF THE EMPLOYEE

Section 5.1 – Copy of Agreement. Each Employee in the bargaining unit shall receive a copy of the current Agreement from a Union representative. Employer and Union shall equally bear the cost of producing and printing the Agreement for Employees.

Section 5.2 - Information Available. The Union shall hand out Union provided appropriate information on membership, and membership benefits at orientation of newly hired Employees in classifications covered by this Agreement. The Union President, or designee, may meet with initial new hires at a time, designated by the Employer, during departmental or organization orientation sessions.

Section 5.3 - Personnel Files. An Employee or Steward, at the Employee's request, upon proper notice to management, shall be permitted to examine his/her Human Resources personnel file.

Section 5.4 - Materials Provided. An Employee shall be given a copy of his/her disciplinary actions at the time of issuance of the discipline. A copy of any document exchanged by the Employer or the Union in the grievance procedure shall be given to the Employee involved and/or appropriate persons, if available, three days prior to any grievance hearing.

Section 5.5 - Aid to Outside Organizations. The Employer will not engage in guiding, encouraging, supporting or assisting in anyway, any other Employee organization with respect to Employees in classifications covered by this Agreement in violation of federal laws.

ARTICLE 6
NO STRIKES - NO LOCKOUTS

Section 6.1. During the period of this Agreement there shall be no strikes, stoppages, slowdowns, sick outs, or other interference with the operations of the Employer, by any Employee or caused or sanctioned by the Union or its representatives, nor shall the Employer lockout any Employees.

The actions prohibited by this article include, but are not limited to, Employees refusing to enter the facilities of the Employer or otherwise carry out their duties for the Employer.

This section does not apply to Employees who, after exercising reasonable effort to gain entry to the Employer's facilities, are unable to enter due to threats or acts of physical violence directed at them.

ARTICLE 7
DEFINITIONS

Section 7.1 - Employee. The term “Employee” as used in this Agreement shall mean only Employees within the bargaining unit described in Article 1.

Section 7.2 - Probationary. There shall be a probationary period of three (3) months for any Employee during which time the Employer shall have sole discretion of discharging and disciplining the Employee. Upon completion of the probationary period, seniority shall date from the date of hire.

Section 7.3 - Full-Time. Employees regularly scheduled to work thirty-six (36) or more hours per week or seventy-two (72) or more hours per pay period.

Section 7.4 - Part-Time. Employees regularly scheduled to work at least forty (40) hours per pay period.

Section 7.5 – Temporary/Supplemental. Workers employed by third party engaged by the Employer to supply temporary staff, and Employees hired expressly to work in the absence of a permanent Employee, employees hired to work on an as-needed basis, or other individuals who are used to perform work in the job classifications in this bargaining unit (such as volunteers). Temporary or Supplemental Employees may be used to cover positions made vacant by absences of Employees in the ordinary course of operations, leaves of absence, short term disability, or other such situations.

ARTICLE 8
UNION REPRESENTATION

Section 8.1 - Recognition of Stewards. The Stewards of the Union shall be recognized officials of the Union on their respective shift. The duties and activities of the Steward while acting as such on their respective shifts shall include the handling of grievances and/or problem solving on a scheduled basis with the consent of their Supervisor. It is the Union’s responsibility to designate Stewards on each shift.

The Union shall provide the name and contact information of the Stewards, and Officers and other Union officials in writing to the Employer’s Operations and Labor Relations Officials. The Union shall notify the Employer promptly of any changes.

Section 8.2 - Access to the Workplace. A Council Representative shall have access to the Employer’s Human Resources office to resolve any complaints or grievances or to contact a Steward or Stewards to discuss a grievance, or matter arising out of the application of this Agreement. The Council Representative will establish a mutually agreeable time for the visit with the Employer. Permission to visit shall not be unreasonably withheld.

Section 8.3 - Grievance Investigations and Resolution. The Union President and Stewards shall be granted reasonable time off with pay during regularly scheduled working hours to investigate and settle grievances. Such time must be arranged in advance with the immediate supervisor prior

to leaving the work area. If possible, time off must be arranged at least one day in advance unless circumstances prevent doing so. Time off will be scheduled in a manner which causes the least disruption of, or interference with, routine operations. Paid time shall not exceed the regularly scheduled hours.

Section 8.4 – Union Offices. Based on the availability of appropriate space (as determined by the Employer), the Employer shall provide a furnished office, to include a telephone, at the worksite of the Union President. If the space is not available at the President’s worksite, some alternative space may be made available. Said office will be used for the purpose of storing records and conducting official Union business by such persons as provided by this Agreement. The Employer may reclaim or relocate any space provided to the Union under this Section if said space is needed for operational purposes, provided that the Union is given advanced notice.

Section 8.5 – Joint Labor-Management Committee. There shall be established a joint Labor-Management Committee of no more than six (6) members, three (3) of whom shall be designated by the Union from among the employees and three (3) of whom shall be designated by the Employer. This Committee shall meet not less than once every two (2) months provided, however, that the Committee itself may decide to meet more frequently or less frequently. The purpose of the Committee is to discuss and review matters involving conditions of employment, and report its findings and recommendations, if any, to the Employer.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.1 - Definition. A grievance shall be a complaint or dispute regarding the application or interpretation of the express provisions of the Agreement. Such grievances will be initiated in Step 1 within seven (7) calendar days following the day on which the Employee or Union had knowledge of the facts giving rise of the grievance.

Section 9.2 - Procedure.

Preliminary Step: An Employee and/or Steward who wishes to file a grievance shall discuss the problem directly with the Supervisor. An Employee may be represented by a Steward if he/she desires, subject to the requirements of Article 9.

First Step: If no satisfactory solution is reached through discussion with the Supervisor, the aggrieved Employee and/or Steward may reduce the grievance to writing and present it to Department Assistant Director within 7 calendar days of the discussion with the Supervisor. The Department Assistant Director or his/her designee shall meet with the aggrieved Employee and Steward within 7 calendar days of receipt of the grievance and shall respond to the grievance within 7 calendar days after the meeting.

Second Step: If the Department Assistant Director’s response is not acceptable, the aggrieved Employee and/or Union may appeal in writing to the Department Director within 7 calendar days of receipt of the Department Assistant Director’s decision. The Department Director or his/her

designee shall meet with the aggrieved Employee and Union within 7 calendar days of receipt of the grievance and shall respond to the grievance within 7 calendar days after the meeting.

Third Step: If the Department Director's response does not satisfactorily resolve the grievance, the Employee and/or Union appeal in writing to executive overseeing hospital Operations or his/her designee within 7 calendar days of receipt of the decision by the Department Director. The executive overseeing hospital Operations or his/her designee shall meet with the aggrieved Employee and Union within 7 calendar days of receipt of the grievance and shall respond to the grievance within 7 calendar days after the meeting.

Fourth Step: If the decision of the executive overseeing hospital Operations or designee does not satisfactorily resolve the grievance, the Employee and/or Union may, within fourteen (14) calendar days, request arbitration by filing a demand for arbitration with the American Arbitration Association.

The Union must notify the Employer in writing, within five (5) calendar days, of its filing of a demand for arbitration with the American Arbitration Association. Unless the Parties mutually in writing otherwise, the arbitrator shall be selected through and the arbitration conducted pursuant to the normal labor arbitration procedures of the American Arbitration Association.

The arbitrator shall not have any authority to amend, add to or delete from any of the rights obligations or provisions of this Agreement.

The decision of the arbitrator shall be final and binding on all parties. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 9.3 - Lack of Response by the Parties. Should the Employer not respond within the prescribed time the grievance may be advanced to the next step. If the Union does not respond within the time limits the grievance shall be considered waived. The parties may extend time frames or waive any step prior to step 4 by mutual written agreement. Parties may each request up to one postponement. Postponement may not exceed 14 calendar days from the original scheduled meeting date.

Section 9.4. The Union President may designate one Shop Steward or Union representative to represent the grievant at grievance meetings and/or hearings with the Employer

ARTICLE 10 **SENIORITY**

Section 10.1. Seniority shall be determined from the Employee's last date of hire with the Employer.

As used in this Agreement, "length of service" shall mean the period from last date of hire at the Employer's facility by ARAMARK.

The seniority of an Employee will be broken for the following reasons:

- A. Discharge for just cause unless the Employee is reinstated through the approved procedures.
- B. Absence in excess of three (3) consecutive working days, without notice or Employer approval.
- C. Failure to report to work after layoff within three days (3) calendar days, after notice to return to work. The Employer agrees that notice of recall shall be sent to the Employee by certified mail to the last address furnished by the Employee. If this address is not valid, then the Employer shall be considered to have rejected recall.
- D. Voluntary resignation or retirement.

Section 10.2 - Seniority Roster. A Seniority roster will be prepared by the Employer each calendar quarter for posting in the department's office. The Employer agrees to provide the Union with a copy of the seniority list quarterly. New hires and terminations will be provided to the Union monthly.

Section 10.3 – Seniority/Length of Service Tie Breaker. When two (2) or more Employees have the same hire date, the question of seniority or length of service will be resolved by preference being granted in alphabetical order of the Employee's last name.

ARTICLE 11 **CHANGES IN WORK FORCE**

Section 11.1 - Promotions. Promotion, as used in this provision, means the advancement of an Employee to a higher paying classification and/or advancement resulting from approved career ladder progression. These conditions shall apply only to those positions within the bargaining unit.

The Employer shall fill the opening with the Employee or applicant for employment who in the judgment of the Employer has the best qualifications. The Union shall receive a copy of any promotion for an Employee within the bargaining unit

Section 11.2 - Transfers.

- A. Whenever the Employer declares job opening, excluding temporary/supplemental positions as defined in Article 7, in an existing unit position or new unit position, a notice of such an opening will be posted on department bulletin boards for seven (7) calendar days. During this period, Employees wishing to apply for the open position, including those Employees on layoff, may do so by signing the posting. Job postings shall include: a job description, and days and hours of work. The Employer shall have the right to consider and hire applicants from outside the bargaining unit for such vacancy.
- B. Permanent Transfer — A permanent transfer shall be the reassignment of an Employee to a different shift (change of regular hours) for a period of six months or more.

- C. Temporary Transfer — A temporary transfer shall be the reassignment of any Employee to a different shift for a period of less than six months.
- D. Voluntary Transfer — Employees wishing to transfer must submit their request in writing to their supervisor. Consideration will be given to the request based on the Employer's operational needs, Employee's seniority, the Employee's qualifications, the reason for the request, and the Employee's employment history. If more than one Employee has requested transfer to a vacant position and they are all equally qualified, priority will be given to the Employee with the greatest seniority.
- E. Involuntary Transfer — the Employer may, at any time, temporarily transfer any Employee at its discretion without providing prior notice to the Employee or to the Union if the transfer is temporary. If the transfer is Permanent, the Employer shall provide seven (7) days advance written notice to the Employee with a copy to the Union.
- F. Changes in Assignment — The Employer retains the right to transfer an Employee, change the Employee's assignment or location of work, or change the shift of the Employee at its discretion, subject to the requirements of this Article.

Section 11.3 - Disability. Disability, as used in this provision, shall refer to an Employee incapacitated, temporarily or permanently, due to a job related injury.

The Employer will make every effort to find a job in the bargaining unit suitable for such an Employee.

Section 11.4 - Reduction in Force. Reduction in force, as used in this provision, shall mean a temporary layoff or permanent elimination of classifications in Attachment A or a reduction in the number of Employees in such classifications.

In the event the Employer finds it necessary to reduce the force, whether by layoff or position elimination, Employees affected by such change will be selected by Classification according to their qualifications, and in the event of equal qualifications, the Employee with the lesser seniority shall be laid off first.

The Employer will provide the Union with a listing of Employees affected at the time of Reduction in Force.

In the event that there are vacant positions in the bargaining unit at the time of the reduction in force and the Employer determines in its discretion to fill any such vacant positions, then Employees who are being laid off, shall have the opportunity to fill such vacant positions based on qualifications. In the event of equal qualifications, the Employee with the greater seniority shall fill the vacancy.

Section 11.5 - Recall. Recall, as used in this provision, shall be the act of reinstating Employees laid-off or terminated, if and when the Employer restructures the work force levels exceeding those in effect during the period of layoff or position elimination.

Employees will be recalled according to their qualifications by Classification.

Employees will be required to contact the departmental office every three (3) months to confirm their status on the recall list. An Employee has recall rights for twelve (12) months from the date of layoff. Employees failing to contact the departmental office as required by this Section 11.5 will be deleted from the list and will be considered to have resigned voluntarily.

No new permanent Employees shall be hired until all Employees, active on the recall list and qualified to work, have been recalled.

Section 11.6 – Qualifications. All determinations of qualifications under this Article 11 shall be by the judgment of the Employer, and “qualifications” shall be based on the needs of the operation and it shall include knowledge, skill and ability and attendance/work/discipline record. The Employer retains the right to hire from the outside based on the same criteria.

ARTICLE 12A
LEAVE (Effective 2/1/2024 – 6/30/2024)

Section 12A.1 - Benefit Eligibility. Unless otherwise indicated, eligibility for and determination of benefits, as well prorated benefits for employees based on their FTE and part time employees, shall be made once annually in the first pay period based on the Employee’s regular work schedule.

Section 12A.2 - Vacation. The following shall govern the vacation plan covered by this Agreement:

- A. Full time and part time Employees are eligible for the vacation plan, which shall accrue at a rate prorated to their FTE.
- B. Eligible Employees completing six months of work for the Employer shall accrue leave in the following manner:

Six (6) months through five (5) years of service accrue up to 80 (hours of paid vacation per year.

Six (6) years through ten (10) years of service accrue up to one hundred twenty (120) hours of paid vacation per year.

Eleven (11) years through twenty (20) years of service accrue up to one hundred sixty (160) hours of paid vacation per year.

Over twenty (20) years of service accrue up to two hundred (200) hours of paid vacation per year.

Vacation time may be taken in increments of 15 minutes.

- C. Vacation is accrued only during periods of “active” employment. “Active” employment means time actually working and the use of accrued paid time.
- D. Payment for vacation shall be made at the Employee’s regular rate of pay and shall not include any premium for shift differential payment, and shall be for the hours the employee is regularly scheduled.
- E. Since vacation is intended to provide a period of rest and relaxation, no Employee will be paid in lieu of vacation, except upon termination of employment at which time a lump sum payment will be made for accrued and unused vacation. In the case of Employee death, the money will be paid to the legally designated beneficiary.

Vacation may be accrued only to a rate of two (2) times the Employee’s annual vacation accrual. Any vacation accrued above this maximum will be forfeited. Vacation may be taken in multiples of fifteen minutes with prior approval of the Supervisor.

- F. Vacations shall be scheduled based on operational needs during the calendar year on a “first come, first served” basis. If a conflict in scheduling arises, preference will be given to the Employee or Employees with greater length of service.

Vacation requests of one week or more must be submitted at least two (2) weeks in advance of the leave. Vacation requests of less than one week must be submitted at least one (1) week in advance of the leave.

Vacation requests can be submitted up to twelve (12) months in advance.

- G. For those Employees previously hired to work in the Employer’s facility by ARAMARK vacation shall be accrued based on length of service.

Section 12A.3 – Personal Leave. For the first year of employment personal leave days will be prorated based on each Employee’s start date. Employees who start between January 1st and June 30th will receive a maximum of three (3) personal leave days. Employees who start between July 1st and September 30th will receive a maximum of one personal leave day.

After the first year of employment Personal Leave is accrued on an annual basis. All full-time Employees on the payroll as of January 1st of each calendar year shall receive three (3) personal leave days. Part time Employees are eligible for personal leave on a prorated basis.

Section 12A.4 - Holidays.

- A. Full time and Part time Employees are eligible for holidays immediately upon hire.

- B. The Employer agrees to recognize the holidays observed by the Employer as provided to Employees who are not in the bargaining unit. As of the date of this Agreement the holidays observed by the Employer are as follows:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Thanksgiving Day	Christmas Day
Memorial Day	

Three (3) Personal Days

- C. Holiday pay for Part time Employees shall be based on hours worked.
- D. The actual dates of holiday observances will be based on and in compliance with the schedule use by the Employer. Except as specifically provided herein, the provisions for work during holidays the amount of pay and qualification for holiday pay are set forth annually in the Employer's Benefits Booklet. The Employer shall provide a copy of this booklet annually to each Employee.
- E. When work schedules require that Employees be scheduled to work on holidays, the Employees will be required to do so.

The Employer will post a sign-up list ten (10) calendar days prior to a holiday. Permanent full time Employees will have the opportunity to sign up to work.

If more Employees want to work than need be scheduled, the most senior qualified Employees shall work. If an insufficient number of Employees volunteer, the least senior Employees shall work. The Employer will post a list of those Employees scheduled to work the holiday five (5) calendar days prior to the holiday's date of occurrence.

Employees who reach twenty (20) or more years of service by December 31st shall be scheduled no more than three (3) out of seven (7) holidays of the following calendar year and shall choose said holidays by December 1st.

Section 12A.5 – Use of Vacation, Personal Leave and Holiday Time

- A. Written vacation, personal leave and holiday requests for leave will be approved or disapproved within five (5) calendar days of receipt by the supervisor. If no decision on request is given within the aforementioned timeframe, the employee may escalate the request to the next level of management.
- B. Vacation, personal leave and holiday requests shall not be unreasonably denied. Such denial will be subject to the provisions of the grievance procedure as specified in this Agreement.
- C. Vacation, personal leave and holiday approval will not be subject to revocation except in cases of an emergency or disaster. If the approved time is revoked, the Employee will have the

personal leave or holiday time worked restored to their personal leave or holiday bank for use at a later time.

Section 12A.6 - Sick Leave.

- A. Full time and part time Employees are eligible for sick leave.
- B. The rate of accrual for eligible full time Employees is based on the actual hours worked per pay period and shall accrue at the rate of up to ten (10) days (eighty (80) hours) per calendar year.
- C. A maximum of 520 hours days of sick leave may be accumulated.
- D. Sick leave may be used in multiples of one (1) hour to cover periods of illness, injury, medical and dental appointments and similar medically related issues.
- E. Except as specifically provided herein, the provisions for sick leave pay, qualification and accrual are set forth annually in the Employer's Benefits Booklet.

Section 12A.7 - Funeral Leave.

- A. Full time and part time Employees are eligible for funeral leave. A full time Employee absent during his/her regularly scheduled work week due to a death in the immediate family (spouse, domestic partner, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, step-parents, step-children, foster parents, foster children and legal guardians) will receive payment for such days absent not to exceed three (3) regularly scheduled days total. Funeral leave must be taken between the date of the actual death and one (1) day following the funeral for full time Employees. Part time Employees are eligible for pay on a prorated basis.
- B. An Employee may request vacation leave to extend an approved funeral leave up to two (2) days following the funeral.
- C. Employees advised of a death in the immediate family, as defined above, during working hours may be released from work with pay for the remainder of the day. Such fraction of the day applied to funeral leave shall be deducted from the maximum days allowable under the limitations described.
- D. Verification in the form of a funeral program and/or obituary is required and should be presented to the Employer immediately upon return to work. Responsibility for provision of verification rests with the Employee.
- E. Pay will be made at the Employee's current rate, not to exceed eight (8) hours per day, for each regularly scheduled workday missed and shall not include any premium pay for shift differentials.

Section 12A.8 - Leaves of Absence.

- A. Permanent full time and part time Employees are eligible for leaves of absence.
- B. A leave of absence without pay may be granted to an Employee at the discretion of the Employer upon good and proper cause shown. A personal leave of absence shall be granted for a specific period of time up to six (6) months, but may be extended for an additional six (6) months upon good cause shown. Such extensions shall not be unreasonably denied. A medical leave of absence shall be granted for a specific period of time up to one (1) year for medical reasons. Seniority shall be retained during such leave of absence, but the provisions of this Agreement with regard to holiday pay, insurance benefits, vacation pay and any other rights or benefits provided, shall not be applicable.

All requests for personal leave must be submitted in writing to the Employee's supervisor Thirty (30) days prior to the commencement of the expected leave. Appropriate documentation must accompany the request. Leaves of absence will be granted only with approval of the Employer. No Employee shall qualify for a leave of absence until he/she has completed at least one (1) year of continuous service in the employment of the Employer, except for reasons as mandated by the Family Medical Leave Act of 1993. The Employer will comply with all provisions of the FMLA. FMLA cannot be taken in addition to any other leave granted.

- C. Leave of absence, with at least 10 days' notice to the Employer, shall be granted for no more than three (3) people to attend and serve as delegates to conventions and organization conferences related to the Union.
- D. Insurance benefits for leaves of absence in excess of fourteen (14) calendar days will be terminated unless the Employee so chooses to continue payments for said benefits on his/her own.
- E. All leave requests must be submitted in writing thirty (30) days prior to commencement of the expected absence. Appropriate documentations must accompany the request. Additionally, medical verification clearing an Employee to resume normal duties must be presented before an Employee will be permitted to resume active employment following a medical or maternity leave.

Section 12A.9 - Jury Duty & Court Appearance.

- A. Full time Employees and part time Employees are eligible for Jury Duty/Court appearance benefits.
- B. Jury Duty with pay shall be approved immediately upon submission by the Employee to the Employer of an authentic subpoena or summons for duty to the Employee. Pay shall not be charged to an Employee's leave account. Pay will be made at the Employee's current rate of pay, not to exceed eight (8) hours per day for each day of regularly scheduled work missed, and shall not include any premium for shift differential.

- C. Employees subpoenaed for court appearance as witnesses shall be released from duty with the provision of proof of appearance documentation prior to and after completion of such service. This time off shall be without pay unless the Employee opts to use accrued annual leave.

Section 12A.10 - Voting Time. Employees, if they so request, shall be granted up to two (2) hours with pay for purpose of voting in general elections, provided their work schedule is such that they do not have two (2) consecutive hours on their own time in which to vote. This time off will be scheduled by the Supervisor during the course of the work day most advantageous to maintaining work schedules.

Section 12A.11 – Pension. Full or part-time Employees may enter the Employer’s Pension Plan following one year of employment with the Employer. For purposes of this Section 12.11, the “year of employment” shall be as defined in the Pension Plan (currently at least 1,000 hours of service). Employees must be at least 21 years of age to participate in the Pension Plan. Employees, under the age of 21, shall enter the Pension Plan on the first of the month after the date on which they turn 21 years of age, provided that they have previously met the above service requirement. The Employer contributes into participants’ accounts and funds are participant directed. Employees are 100% vested after 5 years of service as defined in the Pension Plan.

Section 12A.12 – Perfect Attendance. Full time employees with twelve (12) consecutive months of perfect attendance will receive a cash award of Two Hundred Dollars (\$200.00) subject to applicable withholding. For the purposes of this Section, “perfect attendance” means that the employee has not taken any unplanned paid or unpaid leave for any purpose during the applicable 12-month period. The applicable 12-month period shall be calculated from December 1 through November 30.

ARTICLE 12B
LEAVE (Effective 7/1/2024 – 1/30/2027)

Section 12B.1 - Benefit Eligibility. Unless otherwise indicated, eligibility for and determination of benefits, as well prorated benefits for employees based on their FTE and part time employees, shall be made once annually in the first pay period based on the Employee’s regular work schedule.

Section 12B.2 - Paid Time Off (PTO). The following shall govern the PTO plan covered by this Agreement:

- A. Full time and part time Employees are eligible for the PTO plan, which shall accrue at a rate prorated to their FTE.
- B. Employees begin to accrue PTO on their first day of work; however, they are not eligible to use PTO until the start of the pay period following 90 days of employment.
- C. Eligible Employees shall accrue PTO in the following manner (for a 1.0 FTE):

	biweekly accrual (hours)	annual accrual (8 hour days)	hours balance limit
Before 5th anniversary	6.76	22	264
5th anniversary	8.30	27	324
10th anniversary	9.84	32	384
20th anniversary	11.38	37	444

- D. PTO is accrued only during periods of “active” employment. “Active” employment means time actually working and the use of accrued paid time. Employees do not accrue PTO during periods of an unpaid absence or for hours paid under eligible company-sponsored short and long-term disability plans.
- E. Payment for PTO shall be made at the Employee’s regular rate of pay and shall not include any premium for shift differential payment, and shall be for the hours the employee is regularly scheduled.
- F. Since PTO is intended to provide a period of rest and relaxation, no Employee will be paid in lieu of PTO, except upon termination of employment at which time a lump sum payment will be made for accrued and unused PTO, or if the Employer offers a program for payment in lieu of PTO. In the case of Employee death, the money will be paid to the legally designated beneficiary.

PTO may be accrued only to a rate of one and a half (1.5) times the Employee’s annual PTO accrual. Once an Employee reaches the maximum balance, the Employee will not start accruing again until the Employee’s balance falls below the maximum.

- G. PTO shall be scheduled based on operational needs during the calendar year on a “first come, first served” basis. If a conflict in scheduling arises, preference will be given to the Employee or Employees with greater length of service.

PTO requests of one week or more must be submitted at least two (2) weeks in advance of the leave. PTO requests of less than one week must be submitted at least one (1) week in advance of the leave.

PTO requests can be submitted up to twelve (12) months in advance.

- H. For those Employees previously hired to work in the Employer’s facility by ARAMARK, PTO shall be accrued based on length of service.

Section 12B.4 – Observed Holidays.

- A. Paid Time Off (PTO) accruals include hours to cover holidays. Holidays are included in, not in addition to, the annual PTO Accrual.
- B. The Employer agrees to recognize the holidays observed by the Employer as provided to Employees who are not in the bargaining unit. As of the date of this Agreement the holidays observed by the Employer are as follows:

New Year’s Day	Independence Day
Martin Luther King’s Birthday	Labor Day
Thanksgiving Day	Christmas Day
Memorial Day	

- C. Non-exempt employees who are required to work on the actual day of a designated holiday are paid one and one-half times their normal hourly rate for all hours worked on the holiday.
- D. The actual dates of holiday observances will be based on and in compliance with the schedule used by the Employer. Except as specifically provided herein, the provisions for work during holidays, the amount of pay, and qualification for pay for working on an observed holiday are set forth in the Employer’s policy on Observed Holidays. If an employee is scheduled off of work for a designated holiday and does not have sufficient accrued PTO to cover the holiday, the employee’s PTO balance will be allowed to go negative in the pay period in which the holiday falls.
- E. When work schedules require that Employees be scheduled to work on observed holidays, the Employees will be required to do so.

The Employer will post a sign-up list ten (10) calendar days prior to an observed holiday. Permanent full time Employees will have the opportunity to sign up to work.

If more Employees want to work than need be scheduled, the most senior qualified Employees shall work. If an insufficient number of Employees volunteer, the least senior Employees shall work. The Employer will post a list of those Employees scheduled to work the holiday five (5) calendar days prior to the holiday’s date of occurrence.

Employees who reach twenty (20) or more years of service by December 31st shall be scheduled no more than three (3) out of seven (7) holidays of the following calendar year and shall choose said holidays by December 1st.

Section 12B.5 – Use of PTO

- A. Written requests for leave will be approved or disapproved within five (5) calendar days of receipt by the supervisor. If no decision on request is given within the aforementioned timeframe, the employee may escalate the request to the next level of management.

- B. PTO requests shall not be unreasonably denied. Such denial will be subject to the provisions of the grievance procedure as specified in this Agreement.
- C. PTO approval will not be subject to revocation except in cases of an emergency or disaster. If the approved time is revoked, the Employee will have the PTO time worked restored to their PTO bank for use at a later time.

Section 12B.6 – Reserved Sick Bank and Sick and Safe Leave (SSL).

- A. Employees are eligible for sick and safe leave as set out in Employer’s policy on SSL and as required by Maryland law.
- B. Employees who had separate leave banks (for example, sick, vacation, personal, holiday) prior to July 1, 2024 will be transitioned to a PTO plan. For those employees, accrued but unused sick leave hours will be transferred to a “reserved sick leave bank.” Once a reserved sick leave bank is established, employees do not accrue any additional sick leave into the reserved sick leave bank.

1. Use of Reserved Sick Leave

Reserved sick leave may only be used for medical absences that would qualify for leave under the Family and Medical Leave Act (“FMLA”), regardless of whether the employee is eligible for leave under the FMLA. For example, an employee who has exhausted their FMLA leave may use reserve sick leave for medical reasons that would otherwise be covered by FMLA if the employee had that leave.

2. Reserved sick leave must be used:

- i. Concurrently with otherwise unpaid leave taken under the FMLA, except as provided in paragraph 4, below.
- ii. For approved absences that would otherwise qualify for FMLA if the employee were eligible (i.e. if the employee has not worked the requisite number of hours, or the employee was eligible but exhausted FMLA-covered leave).
- iii. In these circumstances, an employee must first exhaust Sick and Safe Leave and then must use their reserved sick leave.

3. Reserved sick leave may be used:

- i. To supplement short term disability benefits.

4. Reserved sick leave may not be used for:

- i. Wellness appointments, except for prenatal visits covered by the FMLA, see above;

- ii. Qualifying exigencies arising out of the fact that a covered military member is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.
- iii. Occasional absences that may be related to an illness or injury that would not be covered under the FMLA;
- iv. The bonding period related to the birth or adoption of a child;
- v. Work-related injuries that are deemed eligible for workers' compensation benefits; or
- vi. To supplement long-term disability benefits.

5. Relationship to SSL and PTO

- i. An employee is not required to exhaust accrued PTO before using their reserved sick leave. However, once an employee has exhausted their reserved sick leave bank, they must then use PTO for any additional period of approved absence. When SSL, reserved sick leave, and PTO are exhausted, the employee may be approved for an unpaid leave of absence.

C. How to Access Reserved Sick Leave

To access reserved sick leave, an employee must contact the organization's leave management vendor and properly follow their established department procedure regarding call-outs or absences.

D. Compensation for Reserved Sick Leave

Reserved sick leave is paid at the employee's regular base rate of pay. It does not include shift differentials, overtime rates, or other forms of premium pay.

E. Donation of Reserved Sick Leave Prohibited

Employees may not donate reserved sick leave hours to other employees. Please refer to the Human Resources Policy, Donation of PTO, for additional information regarding the donation of PTO or use of donated PTO.

F. Status Change Resulting in Ineligibility

An employee will be ineligible to utilize reserved sick leave when an employee's assigned FTE changes to below 0.5 FTE. The reserved sick bank balance will be reinstated if the FTE changes to 0.5 or higher.

G. No Payment Upon Separation of Employment.

Reserved sick leave hours are forfeited upon separation from employment for any reason, meaning that it is not paid out upon separation from employment.

Section 12B.7 - Funeral Leave.

- A. Full time and part time Employees are eligible for funeral leave. A full time Employee absent during his/her regularly scheduled work week due to a death in the immediate family (spouse, domestic partner, children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, step-parents, step-children, foster parents, foster children and legal guardians) will receive payment for such days absent not to exceed three (3) regularly scheduled days total. Funeral leave must be taken between the date of the actual death and one (1) day following the funeral for full time Employees. Part time Employees are eligible for pay on a prorated basis.
- B. An Employee may request PTO to extend an approved funeral leave up to two (2) days following the funeral.
- C. Employees advised of a death in the immediate family, as defined above, during working hours may be released from work with pay for the remainder of the day. Such fraction of the day applied to funeral leave shall be deducted from the maximum days allowable under the limitations described.
- D. Verification in the form of a funeral program and/or obituary is required and should be presented to the Employer immediately upon return to work. Responsibility for provision of verification rests with the Employee.
- E. Pay will be made at the Employee's current rate, not to exceed eight (8) hours per day, for each regularly scheduled workday missed and shall not include any premium pay for shift differentials.

Section 12B.8 - Leaves of Absence.

- A. Permanent full time and part time Employees are eligible for leaves of absence.
- B. A leave of absence without pay may be granted to an Employee at the discretion of the Employer upon good and proper cause shown. A personal leave of absence shall be granted for a specific period of time up to six (6) months, but may be extended for an additional six (6) months upon good cause shown. Such extensions shall not be unreasonably denied. A medical leave of absence shall be granted for a specific period of time up to one (1) year for medical reasons. Seniority shall be retained during such leave of absence, but the provisions of this Agreement with regard to insurance benefits, pay for PTO and any other rights or benefits provided, shall not be applicable.

All requests for personal leave must be submitted in writing to the Employee's supervisor Thirty (30) days prior to the commencement of the expected leave. Appropriate documentation must accompany the request. Leaves of absence will be granted only with

approval of the Employer. No Employee shall qualify for a leave of absence until he/she has completed at least one (1) year of continuous service in the employment of the Employer, except for reasons as mandated by the Family Medical Leave Act of 1993. The Employer will comply with all provisions of the FMLA. FMLA cannot be taken in addition to any other leave granted.

- C. Leave of absence, with at least 10 days' notice to the Employer, shall be granted for no more than three (3) people to attend and serve as delegates to conventions and organization conferences related to the Union.
- D. Insurance benefits for leaves of absence in excess of fourteen (14) calendar days will be terminated unless the Employee so chooses to continue payments for said benefits on his/her own.
- E. All leave requests must be submitted in writing thirty (30) days prior to commencement of the expected absence. Appropriate documentations must accompany the request. Additionally, medical verification clearing an Employee to resume normal duties must be presented before an Employee will be permitted to resume active employment following a medical or maternity leave.

Section 12B.9 - Jury Duty & Court Appearance.

- A. Full time Employees and part time Employees are eligible for Jury Duty/Court appearance benefits.
- B. Jury Duty with pay shall be approved immediately upon submission by the Employee to the Employer of an authentic subpoena or summons for duty to the Employee. Pay shall not be charged to an Employee's leave account. Pay will be made at the Employee's current rate of pay, not to exceed eight (8) hours per day for each day of regularly scheduled work missed, and shall not include any premium for shift differential.
- C. Employees subpoenaed for court appearance as witnesses shall be released from duty with the provision of proof of appearance documentation prior to and after completion of such service. This time off shall be without pay unless the Employee opts to use accrued annual leave.

Section 12B.10 - Voting Time. Employees, if they so request, shall be granted up to two (2) hours with pay for purpose of voting in general elections, provided their work schedule is such that they do not have two (2) consecutive hours on their own time in which to vote. This time off will be scheduled by the Supervisor during the course of the work day most advantageous to maintaining work schedules.

Section 12A.11 – Pension. Full or part-time Employees may enter the Employer's Pension Plan following one year of employment with the Employer. For purposes of this Section 12A.11, the "year of employment" shall be as defined in the Pension Plan (currently at least 1,000 hours of service). Employees must be at least 21 years of age to participate in the Pension Plan. Employees,

under the age of 21, shall enter the Pension Plan on the first of the month after the date on which they turn 21 years of age, provided that they have previously met the above service requirement. The Employer contributes into participants' accounts and funds are participant directed. Employees are 100% vested after 5 years of service as defined in the Pension Plan.

Section 12B.12 – Perfect Attendance. Full time employees with twelve (12) consecutive months of perfect attendance will receive a cash award of Two Hundred Dollars (\$200.00) subject to applicable withholding. For the purposes of this Section, “perfect attendance” means that the employee has not taken any unplanned paid or unpaid leave for any purpose during the applicable 12-month period. The applicable 12-month period shall be calculated from December 1 through November 30.

ARTICLE 13 **HEALTH & WELFARE BENEFITS**

Section 13.1. The Employer and the Union have agreed on a package of health and welfare benefits as follows:

- A. **Medical Insurance.** Prescription Drug, Dental, Vision and Major Medical and other health care coverage shall be the same as the Plan for these benefits provided by the Employer to individuals employed outside of the bargaining unit. The Employees shall participate and pay premiums in the same way and at the same rates as those paid by non- bargaining unit employees.
- B. **Short Term Disability, Long Term Disability, Life Insurance.** Effective with the plan year beginning July 1, 2012, all bargaining unit Employees are eligible for Short Term Disability, Long Term Disability, and Life Insurance under the same terms as those provided to individuals outside of the bargaining unit.
- C. **Retirement.** Retirement options shall be the same as those provided by the Employer to individuals it employs outside of the bargaining unit.
- D. **Carebridge and Employee Assistance Plan.** Employees shall be eligible for participation and benefits in this plan on the same basis as provided to employee outside of the bargaining unit.

Section 13.2. For each of the plans and benefits in this Article 13, the Employer reserves the right to change, add to or eliminate the terms, features, costs, deductibles-co-pays and premiums of the Plan annually. Such changes shall be the same as applicable to all employees outside of the bargaining unit.

ARTICLE 14
HOURS OF WORK

Section 14.1 - Work Week. The “work week” shall be the period of time between 7:30 AM Sunday morning and continuing for seven (7) consecutive days, ending 7:29 AM the following Sunday. The “work week” begins at 7:30 AM on Sunday and ends at 7:29 AM the following Sunday.

Section 14.2 - Work Day. The “work day” shall normally consist of an eight and one-half (8 1/2) hours schedule of which eight (8) hours are paid or twelve and one-half (12 ½) hours of which twelve (12) are paid (for night shift, the “work day” may extend from one calendar day to the next calendar day.) Employees arriving more than two hours after the start of the scheduled work day, without prior manager approval, may be refused work that day. Any such missed time will be unpaid.

Section 14.3 - Work Schedules. Work schedules showing the Employees shifts, work days and hours shall be posted on departmental bulletin boards at least one week in advance of the work week to be performed. When possible, an employee will be given 10-day notice of a change to his/her regular work week.

Section 14.4 - Meal Break. All Employees who normally receive a meal break will receive an unpaid meal break as close to the mid-point of their shift as possible.

Section 14.5 - Breaks. Employee work schedules shall include a fifteen (15) minute paid rest period for each four (4) hours worked. The rest period shall be scheduled as close to the midpoint of each one-half shift, whenever possible.

ARTICLE 15
RATES OF PAY

(Please note effective dates in Sections 15A.1/15B.1 and 15A.3/15B.3)

Section 15A.1 – Rates of Pay

A. Commencing with the first full pay period after February 1, 2024, current wage rates will be paid in accordance with the classifications and rates as specified in Appendix A, Year 1(a) grid. The appropriate pay rate is determined by position and years of experience in the housekeeping or food service industry as depicted in Appendix A Year 1(a) grid.

Employees whose pay rate is above the specified pay rate in Appendix A, Year 1(a) grid will receive a lump-sum payment equivalent to a 2.0% annual increase.

Section 15B.1 – Rates of Pay

A. Commencing with the first full pay period after July 1, 2024, current wage rates will be paid in accordance with the classifications and rates as specified in Appendix A, Year 1(b) grid.

The appropriate pay rate is determined by position and years of experience in the housekeeping or food service industry as depicted in Appendix A Year 1 (b) grid.

B. Wage Increases in Years 2 and 3

Year 2 — Commencing with the first full pay period after February 1, 2025, current wage rates will be paid in accordance with the classifications and rates as specified in Appendix A, Year 2 grid, which shall reflect a 2.0% increase to the Appendix A, Year 1(b) Grid. The appropriate pay rate is determined by position and years of experience in the housekeeping or food service industry as depicted in Appendix A, Year 2 grid.

Employees whose pay rate is above the specified pay rate in Appendix A, Year 2 grid will receive a lump-sum payment equivalent to a 2.0% annual increase.

Year 3 — Commencing with the first full pay period after February 1, 2023-6, current wage rates will be paid in accordance with the classifications and rates as specified in Appendix A, Year 3 grid, which shall reflect a 2.0% increase to the Appendix A, Year 2 Grid. The appropriate pay rate is determined by position and years of experience in the housekeeping or food service industry as depicted in Appendix A, Year 3 grid.

C. Employees whose pay rate is above the specified pay rate in Appendix A will receive a lump-sum payment equivalent to a 2.0% annual increase.

D. For years two and three of the contract, if the Employer gives a higher across-the-board annual percentage increase to non-bargaining unit employees, Employer will increase the grid for that year by the amount of the increase given to non-bargaining employees in that year. For example, if the employer gives an across-the-board 3% increase to non-bargaining unit employees for FY2025 (i.e., the period from July 1, 2024-June 30, 2025), but a 2% increase for FY2026 (i.e., the period from July 1, 2025-June 30, 2026), then the Year 2 grid will increase by 3% from the Year 1(b) grid, but the Year 3 grid will increase by 2% from the revised Year 2 grid.

Section 15.2 - Overtime. Compensation of overtime shall be calculated as follows:

- A. All worked performed in excess of forty (40) hours in any one work week. Compensation for said overtime worked will be made at one and one-half (1 1/2) times the Employee's current rate of pay and shall include any premium for shift differential.
- B. Overtime will be calculated only on the basis of time actually worked or hours paid for any considered by the Employer as time worked, specifically. Paid vacation, sick leave or period of receipt of STD or LTD or Workers Compensation shall not count as hours worked to determine eligibility for overtime pay.
 - 1. Attendance at training, meetings or other related events where attendance is required or during which work is performed outside of the normally scheduled work day.

2. Holidays worked.
 3. Time worked, upon request, during a period of vacation leave, shall be subject to overtime.
- C. An Employee will not be required to work more than sixteen (16) consecutive hours in a Twenty-four (24) period. Overtime work shall be distributed first among Employees who volunteer for overtime on the Employer's sign up list in order of rotation. If there is not sufficient volunteers, then the Employees shall be assigned overtime work in reverse order of seniority, The Employer shall have the right to use temporary or supplemental Employees to work in the event that there are no volunteers or suitable assigned Employees for overtime.
- D. There shall be no pyramiding of overtime or overtime on overtime.

Section 15.3A - Shift Differential (Effective 2/1/2024 – 6/30/2024). Shift differential shall be computed as follows:

- A. Permanent full-time Employees are eligible for shift differential.
- B. Shift differential shall be as follows: Evening shift- \$1.50 Night Shift \$1.75; Weekend Day- \$1.00; Weekend Evening- \$2.00 and Weekend night- \$2.50. Shifts are determined by the Employer. The Employer retains the right to change the shift differentials on same basis as other non-bargaining unit Employees.
- C. Shift differential premiums apply to those hours actually worked. The premiums do not apply to paid time not worked.

Section 15.3B - Shift Differential (Effective 7/1/2024 – 1/30/2027). Shift differential shall be computed as follows:

- A. Permanent full-time Employees are eligible for shift differential.

Shift differential shall be computed as follows:

- A. Permanent full-time Employees are eligible for shift differential.
- B. Shift differential shall be as follows: Evening shift- \$1.50 Night Shift \$1.75; Weekend Day-\$1.00; Weekend Evening- \$2.00 and Weekend night- \$2.50. Effective July 1, 2024, shift differential shall be as follows: Evening shift- \$1.75; Night Shift \$2.00; Weekend Day \$2.25; Weekend Evening-\$3.00 and Weekend night-\$3.50. Shifts are determined by the Employer. The Employer retains the right to change the shift differentials on same basis as other non-bargaining unit Employees.
- C. Shift differential premiums apply to those hours actually worked. The premiums do not apply to paid time not worked.

- D. Shift differential premiums apply to those hours actually worked. The premiums do not apply to paid time not worked.

Section 15.4 - Emergency Call Back. Emergency call back time shall be computed as follows:

- A. An Employee who, as a result of an emergency (having left work), is called to work for other than his/her regular shift, shall receive a minimum of four (4) hours pay at one and one-half (1 1/2) his/her regular rate plus shift differential, if applicable.
- B. If the call back time work assignment and the Employee's regular shift overlap, the Employee shall be paid the call time rate until he/she completes two (2) hours of work. The Employee shall then be paid the balance of his/her regular shift at the appropriate rate.
- C. Part-time Employees are ineligible for the emergency call back premium except where the call back occurs after such Employee has completed eight (8) hours of work within the regular workday.

Section 15.5 - Lack of Work. If an Employee reports for work at the start of the shift he/she is scheduled to work, unless notified not to report, and is sent home through no fault of his/her own, he/she will receive a maximum of two (2) hours pay at the regular rate. This will not apply in situations beyond the control of the Employer such as acts of God, power failures, etc.

Section 15.6 - Resignations. An Employee who resigns shall receive all funds owed in accordance with normal payroll procedures. The Employer will provide a breakdown of pay on the final paycheck.

Section 15.7 – Training of other Employees. Employees who are designated, in writing, to train another employee for a designated period of time shall receive an additional sixty-five (65) cents per hour for all hours worked in training the employee.

Section 15.8 – Out-of-Class Pay.

- A. An employee who has completed his/her probationary period, and who is temporarily working in a classification in a higher pay grade than his/her classification shall be paid for all hours worked in such higher pay grade at the minimum rate for the higher pay grade. An employee who requests and is approved to work temporarily in a lower class position will be paid at the comparable rate in the lower pay grade that is proportionate to the rate in the current position.
- B. Acting out of class pay shall be authorized only under the following conditions: (1) the position temporarily being filled is an authorized, budgeted position; (2) the position temporarily being filled in vacant or the employee occupying such position is absent from duty; and (3) the employee temporarily acting out of class must be able to perform the normal duties expected of the position being filled.

- C. All overtime worked in the higher pay grade will be calculated via the appropriate pay formula as legally required.

Section 15.9 – Out-of-Title Pay. An Employee who is temporarily working in a job title outside of that for which they were hired shall be paid for all hours work in the temporary job title an additional fifty cents (\$0.50) per hour. **No employee shall be assigned outside of his or her title without written documentation of the new assignment.**

Section 15.10 – Premium Pay. Employees who are designated, in writing, to perform work at Rx Brew for a designated period of time shall receive an additional twenty-five cents (\$0.25) per hour for all hours worked at Rx Brew. The premium pay rate shall apply only when an employee is assigned to Rx Brew and only for the hours worked in that assignment.

ARTICLE 16 **BULLETIN BOARDS**

Section 16.1. The Employer agrees to furnish and maintain suitable bulletin board in a convenient place to be used by the Union.

The Union shall limit its posting of notices and announcements to such bulletin boards, and shall provide a copy of the notice or announcement at the time it is posted to the Labor Relations Official.

In the event a dispute arises concerning the appropriateness of material posted, the Employer will so notify the President of the Union. The notice(s) will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 17 **UNION ACTIVITY**

Section 17.1 - Activities Allowed. The Employer agrees that during working hours, Union representatives shall be allowed to participate in the following with prior approval of management:

- Post Union Notices.
- Transmit communications authorized by the local Union or its officers to the Employer, or his/her representative.
- Consult with the Employer, its representative, local Union officers or other Union representatives concerning application and enforcement of any provisions of this Agreement.
- A paid leave of absence for a period not to exceed seventeen (17) scheduled work days per year (total combined for the bargaining unit) shall be granted, at the Union's written request, to employees for the purpose of conducting Union business, upon prior notification to and approval of the Employer.

Section 17.2 - Workplace Access. The Employer agrees that it will not deny accredited representatives of the Union, whether local representatives, District Council representatives or

International representatives full and free access to the work premises during normal business hours to conduct Union business, provided the Employer is notified in advance of such a pending visit and that such visits will not materially interfere with normal operations.

ARTICLE 18 **HEALTH & SAFETY**

Section 18.1 - Safe Workplace. The Employer will make reasonable provisions for the health and safety of the Employees during the hours of their employment. Protective devices and other equipment necessary to properly protect Employees from injury shall be provided by the Employer in accordance with safety and health practices now prevailing or as such practices may be improved from time to time.

Section 18.2 - Uniforms and Personal Protective Equipment. Employee uniforms, as well as a limited amount of protective clothing or other types of protective device, or necessary cold weather gear shall be furnished without cost of the Employee by the Employer. Such items will remain the property of the Employer and will be returned if employment is terminated. Employees who use the protective equipment will be required to sign this equipment out. If the equipment is not returned at the end of that shift, replacement costs will be the responsibility of the Employee who signed them out. These costs will be deducted from their check if not paid within seven (7) days.

Section 18.3. Each Employee will be required to complete an initial and annual competencies, get a flu shot and an annual TB test (if required by position) and other such items as are required by law, regulations and the Employers' health care practices.

ARTICLE 19 **TRAINING**

Section 19.1 - Training. The Employer agrees to conduct periodic training programs, including a safety program, during the Employees normally scheduled work day. All training shall be accomplished by management.

ARTICLE 20 **BEHAVIORAL STANDARDS**

Section 20.1. All existing and future Behavioral Standards shall be subject to the grievance procedure should a dispute arise in the application and/or interpretation of such Standards.

The Employer agrees to post new and revised Behavioral Standards ten (10) calendar days prior to their implementation. The Employer agrees to notify the Union of proposed new and revised Behavioral Standards seven (7) days prior to posting and to discuss the proposed changes with the Union. Additionally, the Employer agrees to provide each Employee in the bargaining unit with a copy of the Behavioral Standards within thirty (30) days of implementation. New hires shall be provided with a copy of the Behavioral Standards at the time of hire.

ARTICLE 21

DISCIPLINE & DISCHARGE

Section 21.1 – Discipline.

- A. It is agreed that the right to discipline any Employee is retained by the Employer. The Employer will impose discipline only for just cause. The Employer will not impose discipline twice for the same misconduct on the same occasion.
- B. Discipline will be imposed at one of the following levels:
 - (1) First Written Warning
 - (2) Second Written Warning
 - (3) Final Warning
 - (4) Termination of Employment
- C. Disciplinary action of Second Written Warning, Final Written Warning, or Termination of Employment may be subject to the grievance procedure. Disciplinary action of First Written Warning may only be subject to Step 1 of the grievance procedure.
- D. Discipline will be imposed in a manner to avoid embarrassment to the Employee involved. Whenever possible it will be imposed away from other Employees and the general public.
- E. Discipline shall be imposed within seven (7) calendar days of the date that the Employer becomes aware of the alleged infraction, unless, the time extended by mutual agreement between the Employer and the Union and the disciplinary action shall be served on consecutive working days.

Section 21.2 - Discharge.

- A. The Employer shall discharge an Employee only for just cause.
- B. Prior to discharge, the Employer may suspend the Employee pending an investigation of the matter giving rise to the discipline. The Employee will be notified in writing of the suspension and possible discharge.
- C. When possible, the Union shall be provided with advanced notice of the need to suspend an Employee without pay pending an investigation.
- D. The Union shall have the right to pursue the grievance procedure directly to the Third Step in the event that an Employee is suspended or discharged.

ARTICLE 22 **BARGAINING UNIT INTEGRITY**

- A. The Employer will electronically submit a report to Union on a monthly basis containing the following information for all bargaining unit positions:

- a. Name
- b. Hire date
- c. classification
- d. Department
- e. Pay grade
- f. Longevity step (if applicable)
- g. Work telephone number
- h. Work email address
- i. Home address
- j. Home/cell phone number
- k. Dues deduction status
- n. Promotions out of the bargaining unit
- o. race
- p. gender

The list shall note newly hired employees. The Employer shall also provide: (1) a list of any employees who were terminated from bargaining unit positions the previous month; (2) transferred out of bargaining unit positions in the previous month; (3) any temporary worker employed for more than 90 days; and (4) the number of bargaining unit positions that are vacant or are not filled by permanent employees.

- B. If requested by the Union, the Employer shall meet with the Union to discuss the Employer's efforts to fill those positions identified as vacant or unfilled.
- C. If, during the term of this Agreement, the Employer is considering entering into a contract that will directly replace bargaining unit employees, the Employer agrees to give the Union sixty (60) days advanced notice of such subcontracting and to discuss the effects of such contract.
- D. Temporary will not be considered a part of the bargaining unit. Temporary Employees may not be hired to supplant bargaining unit Employees on a permanent basis. No Temporary Employee shall be assigned to Employer in the same bargaining unit-covered department by the same agency for a period exceeding 180 days, subject to the following:
 - i. Employer will make an offer of employment to a Temporary Employee who has been assigned to Employer's facility for 90 days. If the Temporary Employee declines the offer, Employer shall make another offer of employment at 180 days.
 - ii. If a Temporary Employee accepts and offer of employment at either 90 or 180 days, that individual may continue working at Employer's facility until their onboarding is complete.
 - iii. If the Temporary Employee does not accept employment after 180 days, then the assignment will be terminated, and the Temporary Employee may not accept another assignment in the same department for a period of one (1) year.

ARTICLE 23
SEVERABILITY

Section 23.1. In the event any Article, Section or portion of the Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the court's decision. Upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 24
WAIVER

Section 24.1. The Employer and the Union acknowledge that as a result of negotiations, the understanding and agreements which were reached are fully set forth in this Agreement. This Agreement does not incorporate any past practices as a result of the operations of the former employer, ARAMARK, nor does it incorporate any written or oral agreements between the Union and ARAMARK.

After the Agreement has been signed, no provision may be altered or modified during the life of this Agreement, except by mutual consent in writing between the Union and the Employer, and only at a conference called for such purpose by the parties and after ratification by the Union.

ARTICLE 25
TERM, TERMINATION, NOTICE OF CHANGE AND MODIFICATIONS

Section 25.1. This Agreement shall become effective on February 1, 2024, and it shall remain in effect until 7:00 am on February 1, 2027, and shall then automatically renew from year to year, thereafter, unless either party shall give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party by certified mail sixty (60) calendar days prior to any anniversary date of this Agreement.

ARTICLE 26
SUCCESSOR CLAUSE

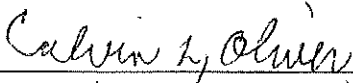
Section 26.1. All terms and conditions of this Agreement shall be binding on any and all Successors of the Employer for the life of the Agreement.

In witness thereof the parties hereto have executed this agreement on the ____ day of _____, 2024.

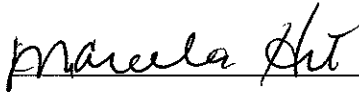
FOR THE UNION:
LOCAL 2751 AND COUNCIL 3
AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-
CIO



PATRICK MORAN

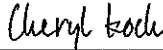


CALVIN L. OLIVER

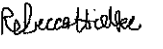


Marcella Hunt

FOR THE EMPLOYER:
UNIVERSITY OF MARYLAND
MEDICAL CENTER

DocuSigned by:


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Cheryl Koch CK

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Rebecca Hielke Director of ELR, UMMC