

Agreement
between
Food Management Services
and
**The American Federation Of
State, County and Municipal
Employees**
Council 3

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AGREEMENT

This Agreement is made and entered into, effective 13th Day of February, 2026, by and between Food Management Services, Inc. a private contractor retained by the State of Maryland to provide food service operations at the Thomas B. Finan Center, in Cumberland, Maryland ("Company" or "Employer") and the American Federation of State, County and Municipal Employees, Council 3 ("AFSCME" or "Union").

This Agreement covers employees performing food service work under a contract between Food Management Services, Inc. and the State of Maryland and is subject to the terms and conditions arising from that public service contract.

Witnessed:

In consideration of the mutual provisions set forth to promote and maintain harmonious relations between the Company and the Union representing the Company's employees, the parties agree as follows:

Article I – Recognition

- 1.1** The Company recognizes AFSCME Council 3 as the sole bargaining agent for all food service employees at the Thomas B. Finan Center, excluding clerical employees, professional employees, managerial employees, and supervisors as defined in the agreement.
- 1.2** The Employer agrees that there shall be no lock out and the Union agrees that it will call no strike against the Employer, including a sympathy strike.
- 1.3** The Employer agrees to a check off system of deduction for the purpose of collecting Union dues as a deduction from payroll. The Employer shall deduct union dues and fees as required by the Union from all bargaining unit employees who authorize such deductions in writing including PEOPLE deductions. The Employer shall remit the amounts deducted within thirty (30) days after their collection to AFSCME Council 3. The employer shall submit all data regarding the checkoff to AFSCME electronically, which shall include: the employee's name, employee's unique identifier, employment status, position, classification and the amount deducted.

1.4 All Employees subject to the provisions of this agreement shall, as a condition of employment, become members of the Union within sixty (60) days of the effective date of their employment and shall maintain their membership in the Union in good standing as a condition of continued employment.

Employees who were previously employed by the predecessor employer and maintain employment with the current employer, are not subject to the probationary period.

1.5 Notwithstanding the provisions of this article, all employees newly hired or rehired after termination of their seniority as provided in this Agreement, shall be probationary employees until completion of sixty (60) days of employment. During the probationary period, the Employer may discipline or discharge any such employee at its discretion, and such discipline or discharge shall not be subject to the grievance provisions of this Agreement.

1.6 The Employer agrees to prohibit the hiring of persons who are close relatives to management personnel. Close relatives shall be defined as those specified in Article XIV.

1.7 The Employer agrees to furnish to the Union an Excel report upon request no more than 2 times a year containing the following information:

- | | |
|--------------------------------------|--------------------------------------------------------------------------|
| a) Name | i) Home address |
| b) Date of hire | j) Telephone numbers, identified as home or cell (if available) |
| c) Employee unique identifier number | k) Dues deduction status |
| d) Employment status (PT, FT, etc.) | l) Deduction for AFSCME People |
| e) Job classification | m) Termination date (if applicable) |
| f) Department | n) Date of Promotions into or out of the bargaining unit (if applicable) |
| g) Shift | o) Date of birth |
| h) Hourly rate where applicable | |

1.8 If the employer conducts new employee orientation, the Union will be permitted to give a 30 minute presentation which may include information about union membership and enrollment in supplemental Union benefits.

The Employer shall allow the Union representative to meet new employee(s) during duty hours at a mutually agreed upon time and location for thirty (30) minutes that does not interfere with operations.

- 1.9** The Employer will recognize stewards designated by the Union who will be responsible for processing grievances and participating in any hearings or conferences related to the grievance.

Article II— Union Notification

- 2.1** The Employer shall notify the Union within thirty (30) days, in writing, of the name, and occupation of the new employees that are exempt from the bargaining unit.

Article III — Management Rights and Functions

- 3.1** All management functions and responsibilities, which the Employer has not expressly modified or restricted by a specific provision of the Agreement, are retained and vested exclusively in the Employers. More specifically the Employer reserves the right to establish and administer policies and procedures related to training, operations, services and maintenance of the Company to schedule, change and assign hours and shifts as needed; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to hire, promote, transfer layoff and recall employees to work; to control and regulate the use of facilities supplies, equipment and other property of the Company; to determine the assignment of work, the qualification required and the size and composition of the work force; otherwise manage the unit, attain and maintain full operation efficiency and optimum productivity, and to direct the work force.
- 3.2** It is recognized that managerial and supervisory employees are not covered by this Agreement. Managerial and supervisory employees will not be permitted or assigned to do work normally performed by bargaining unit employees covered by this agreement except in cases of emergency (something demanding immediate attention) or extenuating circumstances such as:
- a. Instructing and/or training employees.
 - b. Demonstrating the correct use of tools or equipment.
 - c. Acting to prevent an accident or injury of an employee or to prevent product or equipment damage.

- d. To correct operating difficulties or take the place of an absent employee until such time that another bargaining unit employee can be secured.

3.3 Recognizing that Company's Services are contracted out around the clock, management expects employees to make every effort to report to work, including during inclement weather, and if no effort is made or if an excuse is not valid; employee will be subject to disciplinary action.

Article IV — Grievance and Arbitration Procedure

4.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: An informal pre-grievance caucus shall be held between the aggrieved employee, Union Steward, immediate supervisor, and the Director of Food Services. The procedure shall afford both parties the opportunity to resolve problems without implementing the grievance and arbitration process. A Grievant may initiate the grievance procedure within 20 days after the employee gained knowledge of the alleged act. The caucus shall be in the form of a meeting where both parties can discuss the dispute and work to find an amicable solution. The position of the supervisor shall be submitted in writing to the employee with a copy to the Union Steward and an AFSCME Council 3 representative, within three (3) working days from the date of the caucus.

STEP 2: Within fifteen (15) calendar days after receipt of the Director of Food Service's response, a grievant and the Union Steward/Union Staff Representative may appeal the response in writing to the District Manager. A The Union Steward, the Staff Representative of the Union and the aggrieved employee shall meet to discuss the grievance with the District Manager within fifteen (15) calendar days after the response of the Director of Food Service. Within fifteen (15) days of the meeting, the District Manager shall issue a written decision to the grievant. Within fifteen (15) calendar days after the District Manager's decision, a grievant and the Union Representative may appeal the decision in writing to the Employer's Director

of Human Resources. If no appeal is received from the Union, then it will be assumed that the grievance has been internally resolved.

STEP 3: Within thirty (30) days after an appeal is received, the Employer's Director of Human Resources and the Union Steward/Union Staff Representative shall attempt to reach a final resolution of the grievance. If the grievance is not settled, the Employer's Director of Human Resources shall issue a written decision within thirty (30) days of receipt of the appeal.

STEP 4: If the parties cannot agree to a resolution at Step 3, the grievance shall be submitted to arbitration. Either party may request from the American Arbitration Association a list of seven (7) arbitrators. The parties shall alternatively strike names, with the union provided the opportunity to strike first, from said list until one name remains who shall be the Arbitrator. The fees and expenses of the Arbitrator shall be split equally between the Company and the Union. The arbitrator's decision shall be final and binding upon both the Company and the Union.

Article V — Seniority, Promotion, Assignments and Layoffs

5.1 Seniority standing shall be granted to all employees. Standing is defined by the actual length of continuous service with the current employer. Union seniority is defined as the total length of continuous service in the bargaining unit, including continuous past service with the employers predecessors at the Thomas B. Finan Center. Union seniority shall be used for the purpose of vacation accrual, sick days, benefits, longevity increases. AFSCME will provide the employer with the union seniority dates based on prior records.

5.2 An employee shall lose their seniority upon discharge for just cause. An employee who voluntarily resigns and is rehired by the Company within thirty (30) days shall have their seniority reinstated for all past service. An employee's seniority shall not be terminated because of authorized leave of absence, or layoffs of twelve (12) months or less. An employee shall lose their seniority if they do not return to work within seven (7) days of notification. In order to protect both the employee and the Employer a receipt of notification is required.

5.3 In the case of reduction of force or elimination of a position, seniority shall govern, provided the employees have been trained and can perform all required functions

the available position requires. Layoffs within each classification shall begin with those employees having the least seniority provided; however, that any employee scheduled to be laid off may within seventy-two (72) hours of notice of layoffs claim any position in a similar or lower salary scale which the employee can perform without further training. The posted work schedule may reflect any reduction in labor.

A reduction in force may only occur as a result of a net reduction in the service contract granted to Food Services Management, Inc. by the State of Maryland. When a reduction in force is needed, the Employer shall provide written notice to the Union at least sixty days from the projected date of a reduction in force. Non-bargaining unit employees, including supervisors, shall not perform duties normally performed by bargaining unit employees unless it is necessary on an emergency basis as noted in Article 3,2 of this agreement.

For regular layoffs of less than thirty (30) days of duration, the call back schedule shall be posted ten (10) days prior to layoff. All employees shall initial their call back schedule for confirmation. For regular layoffs of thirty (30) days or more in duration, the employee shall return to work within seven (7) days of written notice of recall by registered letter to the last known filed address or forfeit his seniority rights.

In the case of temporary callbacks during regular layoffs, seniority shall govern, provided the employee meets qualifications and reasonable standards of performance.

The call back within each classification shall begin with those employees having the most seniority. If the call back is refused, the next senior person will be called, and etc. until the least senior person is reached, whereas he must accept the call back as required. This system shall revolve during the duration of the regular layoff.

5.4 The Employer may make temporary assignments of employees to positions other than those that they normally perform.

1. If the assignment is to a more desirable position or shift, the senior qualified employee shall be offered the position or shift and not to disrupt the normal scheduling.
2. If the assignment is to a less desirable position or shift, the least senior qualified employee on duty shall be assigned the position.

3. At no time will a Part-Time employee displace a Full-Time employee from their regular assignment or schedule, regardless of seniority.
4. Any employee required to perform the work of a higher classification employee, shall receive the same rate of pay as that received by the higher classification employee for the entire shift, if they perform the higher duties for at least one-half of their assigned shift.
5. Temporary changing of classifications shall be offered to the most senior qualified employee. The most senior qualified employee accepting temporary assignment-to a higher classification shall have the option to retain this assignment for the duration of each temporary occurrence.
6. The Employer and the Union shall mutually agree to temporary assignments for more than ten (10) days.

5.5 Newly created positions or vacancies to be occupied by Union employees shall be negotiated and then posted to include the following information:

1. type of work
2. rate of pay
3. hours of work
4. classification

Employees shall be given seven (7) working days to make application for the vacancy or new position. The employee with the necessary qualifications and greatest seniority, making such application, shall be awarded the position, and such awards shall be made within fifteen (15) working days following the posting on the bulletin board. In the event there is a disagreement on an award, an appeal may be made through the grievance procedure.

5.6 The Employer agrees to post a seniority roster within thirty (30) days after the signing of this Agreement and every January and July thereafter. A copy of the seniority list shall be available to the Union Staff Representative. The Employer shall notify the Union Staff representative and local President, in writing or email, of all new hires, terminations, layoffs and recalls each month.

Article VI — Nondiscrimination Clause

- 6.1** The Employer and the Union agree not to discriminate against any employee on the basis of race, gender, age, pregnancy, color, religion, sex, sexual orientation, nationality, or expression, marital status, military status (including veteran status) political affiliation, membership in the Union, mental or physical disability, protected concerted activity and any other protected category under Federal, State, or Local law.

The Employer affirms the right of employees to join, support, participate in, or refrain from participating in Union activities, to organize, and to engage in lawful, protected concerted activity, without fear of reprisal or adverse employment action. Union membership or advocacy shall not be used as a factor in decisions regarding hiring, promotion, discipline, discharge, assignment, or any other terms or conditions of employment.

The Employer shall not discourage, interfere with, restrain, coerce or retaliate against employees for exercising their rights not legally waived under the National Labor Relations Act, including the right to organize, bargain collectively, and engage in concerted activity, except where such actions are related to a severance agreement, settlement or other legal resolution, in which case any waiver or rights must be voluntary and in compliance with applicable laws.

Article VII — Insurance

- 7.1** Full-time employees may subscribe to the Company's Health Care Plan Current per pay deductions:

(These rates will be adjusted as contract renewal or coverage negotiated and a cap of a 6% increase in pay deductions will be passed along to the employee. Food Management Services, Inc. has the right to look for the best possible coverage for the most Economical premium). Bi-weekly Payroll Deductions are attached.

Article VIII — Sick Days

- 8.1** The value of an employee to Food Services Management, Inc. is determined in large measure by their dedication and dependability. In the event of the absence of a

scheduled employee, this creates a hardship on the Employer and the employee's fellow workers. Full-time employees who establish a continual pattern of absences will be subject to disciplinary action and may be requested by the Employer to produce a doctor's certificate in order to be paid for accumulated sick days. If a full-time employee finds it necessary to be absent from work because of illness or other reasons, said employees must notify the on-duty supervisor immediately. If the employee is unable to use the telephone, the employee remains responsible to have someone notify the on-duty supervisor at least two hours before the scheduled starting time or be subject to disciplinary action. Notification of absence to the on-duty supervisor is required daily unless the employee's doctor establishes a date of return.

- 8.2** Regular full-time employees, who may be absent due to illness, can receive time off with pay, provided the employee has accumulated the necessary days to receive sick leave- Within the first three (3) months of full-time employment, an employee will not be eligible to use sick leave unless pre-approved by their supervisor- Full time employees who have completed three (3) months of service shall be entitled to a maximum of nine (9) days of sick leave per year. Such leave will be earned at a rate of .75 days per month. Sick leave earned but not taken is accumulative from year to year to a maximum of fifteen (15) workdays- In the month of November of each year, the employees shall have the option of selling back to the Company up to seven (7) days of sick leave for full cash value.
- 8.3** Sick leave will cover all illnesses and injuries of employees except those compensable under Worker's Compensation.
- 8.4** A doctor's certificate is required for absences longer than three (3) days, stating the probable duration of the absence; failure to produce a doctor's certificate will result in nonpayment of accumulated sick leave and disciplinary action. The Employer will consider mitigating circumstances prior to imposing disciplinary action.
- 8.5** In the event an employee calls out sick, the Employer may replace the employee with the most senior employee who can perform the job. The employee called in will be called from a list of employees wishing to be contacted in the event there is a need to replace someone who calls out sick.
- 8.6** Call Out List —This list will become effective July 1 and shall remain in effect for one (1) year. This list will be comprised of all employees who are willing to be called in to

work when the Employer needs a replacement. The most senior employee will be called first followed by other employees according to their seniority.

Any employees who are contacted and refuse the offer of work three (3) times in the first six (6) months will be moved to the bottom of the list for the remaining six (6) months. If an employee removes him or herself from the call-out list, they will not be permitted back on the list for six (6) months from the date of removal. The Call Out List will be reestablished each year to become effective July 1 . It is understood that hours worked by an employee under this section, shall be used for the purpose of calculating overtime compensation if applicable.

- 8.7** When a call out is necessary, both a supervisor and designated Union Member will initiate the call out procedure-

Article IX —Military Training Leave

- 9.1** "Armed Forces" is defined to include the Army, Navy, Marine Corps, Air Force and Coast Guard. "Reserved Component" is defined to include the federally recognized National Guard and Air National Guard of the United States- The Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, and the Coast Guard Reserve.
- 9.2** Any employee who is a member of the National Guard and any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or annual leave during which he is engaged in the performance of official duty or training in this state, or in the United States, under competent orders.

While on such leaves, he/she shall be paid his/her regular salary, less not to exceed a total of ten (10) working days in any one calendar year. Military pay shall not include travel allowances.

Article X — Military Service

- 10.1** An employee with more than ninety (90) days' service, who enters active military service, will be granted a long-term military leave of absence not to exceed four (4) years. Upon honorable discharge, if application is made for reemployment within ninety (90) days of discharge, the former employee will be granted employment in

the first available opening for which he is qualified. In addition, the employee's continuity of service will not be considered as having been broken and time spent in the armed forces will be counted as part of the employee's total length of service with the Company.

- 10.2** An employee shall not accumulate annual vacation, sick leave, holiday credits, nor participate in any employee benefit programs at the level of participation he/she would have been at if his/her Company service has not been interrupted by military service.

Article XI — Leave of Absence

- 11.1** All requests for leave of absence without pay be granted in accordance with all Federal and State statutes. An employee is required to submit the application in writing, on a timely basis. During any period of leave the employee may continue medical coverage but must pay full Benefits such as vacation, sick leave and holidays will not accumulate during the leave of absence.

- 11.2** FMLA— Employees are entitled to Family and medical Leave as prescribed under the Family Medical Leave Act of 1993. The FMLA provides employees with up to twelve (12) weeks of leave in a twelve-month period without pay for the following purposes:

1. when the employee is unable to work due to his or her own illness;
2. for the birth and care of a newborn child of the employee;
3. to care for an immediate family member (spouse, child, or parent) with a serious medical condition.
4. for placement with the employee of a son or daughter for adoption or foster care.

The Employer shall maintain group health insurance coverage, including family coverage, for an employee on FMLA leave on the same terms as if the employee continued to work. The employee shall be responsible for his/her portion of the payment (if any) in the same manner as if the employee were not on leave.

Twelve (12) weeks of absence under the FMLA may be taken in different increments and on continuing or intermittent basis. Employees must use any accumulated sick, vacation, or personal leave prior to the use of unpaid leave under FMLA.

If foreseeable, notice must be provided by an employee within thirty (30) days from the beginning of leave. Lesser notice is acceptable if the circumstances did not allow an employee to provide such notice.

Any other aspect of the administration of FMLA not stated in this contract will be administered in accordance with the applicable law.

- 11.3** Notwithstanding other provisions of the Agreement, any employee elected or appointed as an employee of the Union shall be granted a leave of absence, without pay, for the term of the election or appointment of his office or any extension thereof.
- 11.4** Leave of absence without pay, shall be granted to attend and serve as delegates to conventions and organization conferences related to their Union. No more than three (3) employees will be granted leave at any one time, except that the selection of more than one (1) employee at the same time must be by mutual consent of the Employer and the Union. Employees intending to request leave under this section shall give a minimum of one (1) weeks' notice to the Director of Food Service.
- 11.5** All employees subject to leave in the event of a pregnancy shall be subject to the provisions set forth in the Family Medical Leave Act. The Employer shall grant leave in accordance with this law.
- 11.6** Seniority shall accumulate during all leaves of absence. Upon returning from an educational leave during which an employee has acquired the qualifications for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:
- a. The position became or remained open during the employee's leave, and it is still open at the time the employee returns from leave.
 - b. The employee request, in writing, appointment to the higher rated position within ten (10) days after returning from an educational leave.
 - c. The employee has greater seniority than other qualified employees requesting appointment to the position.
- 11.7** The employer shall comply with any federal, state, or local laws regarding leave including sick and safe leave as well as paid family leave.

Article XII — Holidays

- 12.1** All Full-time employees will receive eight (8) holidays: To be paid for the holiday, the fulltime employee must work or be on approved leave the last scheduled day before and the first scheduled day after the holidays. Holidays must be used within the month granted unless prior approval from the Director of Food Service. Sufficient advance notice shall be given to allow for appropriate schedule changes. If more than one employee requests the same day off, the most senior employee shall receive preference.

The holidays recognized by the employer are New Year's Day, Martin Luther King Jr.'s birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

- 12.2** Full time employees will receive six (6) Personal Days. The employee must give two (2) hours' notice to have that day qualified as personal.

Article XIII — Vacation

- 13.1** Full-time employees shall be eligible for paid vacations on the following schedule:
- After one (1) year, one (1) week
 - After two (2) years, two (2) weeks
 - After eight (8) years, three (3) weeks
 - After fifteen (15) years, four (4) weeks

The Employer shall honor the past services and seniority of employees represented under prior agreements with previous Food Service Contractors at the Thomas B. Finan Center.

- 13.2** The following guidelines for vacation shall be followed:

1. Vacations are to be taken on a calendar year basis (January 1 to December 31). After six (6) months, employees may take up to one half (1/2) of their annual accrued entitlement. There is no carry over into the next calendar year.

2. Vacation time cannot be taken nor earned during any time in which an employee is not in paid status. Paid status is defined as being on duty, being on paid sick leave, being on paid annual leave, or being on Worker's Compensation.
3. Vacation requests shall be processed by seniority followed by submission date. If more than one (1) employee request the same vacation time the most senior shall receive preference, in accordance with section 24.1 of this document, requiring a ten (10) day prior submission.
4. In the event that the Company's contract with the State of Maryland is terminated for any reason, the employees shall receive payment in full for all accumulated vacation leave not used.
5. Employees who reach twenty (20) full years of employment shall be entitled to one (1) week of pay in lieu of an additional week of vacation, to be paid at the time of their anniversary date in conjunction with the normal pay cycle.
6. Part-time employees will be awarded vacation; holiday and funeral leave pay on a prorated basis as follows:
 - a. **Vacation Pay** - They will receive 3.25 hours pay for each vacation day taken. They are eligible for the same level of vacation days as full-time employees.
 - b. **Funeral Leave Pay** - They are entitled to the same amount of Funeral leave as fulltime employees, however they will receive 3.25 of pay for each day taken.
 - c. **Holiday Pay** - They are entitled to four (4) holidays. When a holiday is taken, they will receive 3.5 hours of pay for the holiday. They must use one day in each of the following months, June, July, August, and September and adhere to the same specifications as full-time employees in Article XIII.

Part-time employees must work at least twenty (20) hours in a pay period to earn Vacation pay. If Full — time employees hours increase back to seven (7) hours, the rates of earnings return to 35 hours.

Article XIV — Funeral Leave Pay

- 14.1** In the event of the death of a spouse, parent, step parent, child, step child, siblings (including step and half siblings) or grandparent (including step-grandparent), the Employer shall grant Full-time employees time off with pay from the date of the death until and including the date of the funeral not to exceed three (3) working days, In the event of the death of a mother-in-law or father-in-law, the time period between the date of the death and the date of the funeral not to exceed three (3) working days.

Article XV — Hours of Work Overtime

- 15.1** Time and one-half shall be paid for all hours of work in excess of forty (40) hours in any work week which begins at 12:00a on Saturday and ends at 11:59p on Friday.

If there is less than eight (8) hours of unworked time in between shifts the additional hours worked shall be considered.

Article XVI-Safety and Health

- 16.1** The Employer and the Union shall cooperate in the enforcement of safety. Should an employee feel that his work requires him to be in an unsafe or unhealthy situation, the matter shall be considered immediately by the Director of Food Service or Manager on duty If the matter is not resolved satisfactorily, a grievance may be filed according to the Grievance and Arbitration Procedure.
- 16.2** Any employee sustaining a disabling on-the-job injury must report the injury to the Employer at their first opportunity.

Article XVII —Bulletin Boards

- 17.1** The Employer agrees to provide reasonable bulletin board space, labeled with the Union's name, where notices of the official Union matters may be posted by the Union. The employer has the right to post any work related document that relates to

our Policy & Procedures and that does not contain personal information of any associate, Steward(s) and the staff Union Representative will be provided with a key to the locked bulletin board. The Employer shall not permit the posting of notices by non-exclusive representative employee organizations on Employer bulletin boards.

Article XVIII — Subcontracting

- 18.1** Within constraints set upon the Employer by the Thomas B. Finan Center, the employer agrees not to subcontract any work historically covered by the Agreement that would cause displacement of any employees except for situations caused by Acts of God.

Article XIX — Visitation

- 19.1** Officers or accredited representative of the Union shall, upon request by the Union, be admitted to the property of the Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances. Each Union representative shall notify the Director of Food Services concerning visitations. The Employer agrees that during working hours on the Employer's premises and without loss of pay, the representative shall be allowed within accordance with the National Labor Relations Act to:

- a. Post Union notices
- b. Attend negotiating meetings for employees
- c. Transmit communication, authorized by the local Union Officers, other Union Representatives concerning the enforcement of any provisions of this Agreement, and
- d. to otherwise administer the Agreement.

Article XX- Uniforms

- 20.1** The company shall provide five (5) shirts and four (4) aprons year at no cost Employees. All Cooks shall receive three (3) chef coats per year at no cost to employees. New employees shall receive new uniforms; if new uniforms are not available, the new employee shall have the choice of wearing a previously used, clean uniform or use his/her personal clothing until the new uniforms arrive, however shirts must be a polo and color of Food Management Services current

uniform. New uniforms must be provided by the employer no later than two weeks after commencement of employment by a new employee. The employee shall bear the responsibility and cost of laundering and repairing uniforms and face disciplinary action for failing to do so. The uniforms will remain the property of the Company, and upon an employee's termination, must be returned. The Company may also request the return of used uniforms. Employees must purchase and wear non-slip shoes and black pants.

Article XXI — Employees Method of Pay and Special Options

- 21.1 The Employer agrees to pay employees on a bi-weekly basis on Thursday. The payroll week runs from Saturday of one week and through Friday of the following week. Associates are paid every other Thursday for time worked through the preceding Friday. All associates are requested to enroll in direct deposit within the first ten (10) days of employment. If an employee chooses to not enroll in direct deposit, a physical check shall be processed, The Employer shall provide a legally compliant wage statement.

Article XXII — Termination, Change or Amendment

- 22.1 This Agreement shall become effective the 13th day of February, 2025 and shall remain in effect through June 30, 2028. It shall be automatically renewed from year to year thereafter unless either party gives written notice to terminate, modify or amend this agreement. Such notice shall be given to the other party in writing by registered mail or other agreed upon method not less than sixty (60) days prior to the termination date of agreement.

Article XXIII -Invalidation

- 23.1 Should any article, section or portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion directly specified in the decision provided however, that upon such a decision the parties agree, as soon as practical to negotiate a substitute for the invalidated article, section, or portion.

Article XXIV-Work Schedule

- 24.1** Work Schedules will be posted at least seven {7} calendar days before the effective date of the posted schedule. Requests for time off shall be submitted ten (10) calendar days prior to the schedule being posted.

Article XXV-Disciplinary Actions and Suspensions

- 25.1** Time Limits -The Employer may impose a disciplinary action no later than thirty (30) calendar days after gaining knowledge of the alleged misconduct which should include the conduct & corrective action.
- 25.2** Suspension – the Employer may suspend an employee without pay, no later than five (5) working days following the close of the employee’s next shift after the Employer gains knowledge of the alleged misconduct for which the suspension is imposed. Saturdays, Sundays, legal holidays, and employee leave days are excluded in calculating the five-day work period.

Article XXVI — Binding Arbitration

- 26.1** In the event that contract negotiations reach an impasse the American Arbitration Association Procedure shall constitute the process.

Article XXVII-Wages and Compensation

- 27.1** New Hires: Newly hired employees starting wage will be \$15.00 per hour. The starting wage will be increased equal to the amount of any negotiated increase(s) provided other employees.
- 27.2** At the time this agreement is ratified, employees shall receive a 3% (retroactive to September 1, 2025) wage increase to their current salary. Effective July 1, 2026, employees shall receive a 4% wage increase. Effective July 1, 2027, employees shall receive a 4% wage increase. Wages will be no less than the living wage in effect for that year.
- 27.3** In Order to protect the workers against wage compression resulting from an increase in the state or federal minimum wage; the parties agree to review and engage in effects bargaining the new rate when the state or federal minimum wage

is increased equal to or greater than eighty percent (80%) of the lowest hourly wage. This process ensures that wage structures remain fair and equitable across all pay levels.

- It should be noted that if an employee is required to spend the night at the Finan Center the employee will be paid a flat rate of \$25.00. This covers weather and power emergencies.

Article XXVIII-Retirement Programs

28.1 AFSCME covered employees shall have access to the Food Management Services, Inc. 401k program. Any employee with a year union seniority (which includes continuous time with predecessor employers) of service to Food Management Services, Inc. shall be eligible to participate in this plan. AFSCME covered employees of Food Management Services, Inc. who participate in the company 401k program shall receive no less than the same company match, which is currently $\frac{1}{4}$ of 1% up to 4%_as non-union employees participating in the program.

Article XXIX-Tuition Reimbursement Program

29.1 Union employees covered by this contract shall have the same access, rights, and reimbursement to the company Tuition Reimbursement program.

Article XXX-Successor & Assigns and Changes in Food Service Operations

30.1 Union Recognition and Continuity of Employment

Any Successor, including private contractors (in the case of in-sourcing), shall:

- a. Recognize the Union as the exclusive bargaining representative for all affected food service employees, and
- b. Retain all current bargaining unit employees without loss of pay, seniority, accrued leave, or benefits, unless otherwise negotiated with the Union.
- c. If operations are transferred to a private contractor, the contractor shall assume and be bound by all terms and conditions of the existing collective bargaining agreement or shall enter into good faith negotiations promptly with the Union.

- d. If operations are transferred to a private contractor, the union shall be notified as soon as possible of the name and contact information of the new contractor and the effective date of said transfer.
- e. Failure by the State or any Successor (private or public) to comply with these provisions shall constitute a violation of this Agreement.

IN WITNESS WHEREOF and intending to be legally bound, the parties by their duly authorized representatives have executed this Agreement this 13th day of February, 2026

FOOD MANAGEMENT SERVICES

Maureen N. Serp

Maureen Serp

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, Maryland COUNCIL 3 AFL-CIO, LOCAL 1834

BY:



Patrick Moran, AFSCME Maryland Council 3 President

Carroll E. Braun

Carroll Braun, AFSCME Maryland, Council 3 Business Representative

Shannon Sacco

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