

Master Agreement



Between the
Board of Education of Carroll County
and the
Carroll County School
Food Services Association

Fiscal Years 2020 - 2021

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This agreement, entered into this 1st day of July 2019, by and between the Board of Education of Carroll County (“Board”), and Carroll County School Food Services Association (“Association”).

ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as sole exclusive representative for the employees with regard to salaries, wages, hours and working conditions. The parties agree that all policies and practices of the Board pertaining to working conditions in effect shall remain in effect for the duration of this Agreement, except as modified by any provision contained herein.
- B. The Bargaining unit shall include all Food Services employees.
- C. The Association recognizes that the Board is the legally responsible agency charged with the operation of the public school system in Carroll County.
- D. The Association agrees to represent fully without discrimination all employees in this unit.
- E. For the purpose of this Agreement the term employee when used shall refer to all Food Services employees including managers and assistant managers represented by the Association.
- F. For the purpose of this Agreement the term immediate supervisor when used shall be referred to as principal or administrator in charge of individual schools.

ARTICLE II - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the county schools under existing law, rules and procedures; and to determine the educational policies of the county school system; and to prescribe rules and regulations for the conduct and management of the public schools in the county school system; and to appoint and fix the salaries of all employees.

ARTICLE III - GRIEVANCE

SECTION 1 – DEFINITIONS

A "grievant" shall mean an employee or group of employees or the Executive Committee filing a grievance.

A "grievance" shall mean a controversy, dispute or disagreement of any kind or character arising out of or in any way involving interpretation or application of the term of this Agreement. "Employer" shall mean the Board of Education or its administration.

SECTION 2 - PROCEDURES AND STEPS

Within twenty (20) calendar days, excluding winter break, following the act or condition which is the basis of complaint, an employee may file a grievance with the employee's Manager or Food Services Supervisor. Prior to filing the written grievance every effort shall be made to solve the grievance informally between the grievant and the grievant's Manager or Food Services Supervisor.

STEP 1

If the grievance has not been resolved informally as referred to above, a written grievance may be presented to the employee's Manager or immediate supervisor. Within ten (10) duty days thereafter the Manager or immediate supervisor to whom the grievance was presented or a designated representative shall meet with the grievant and give a written decision to the grievance.

STEP 2

If the grievance is not settled in Step 1, the grievant may move it to Step 2 by written notice within ten (10) duty days to the Superintendent of Schools or his designated representative. The Superintendent of Schools or designated representative shall have ten (10) duty days after receipt of the grievance to meet with if necessary and give a written decision to the grievant.

STEP 3 - ARBITRATION

If the grievance is not settled in Step 2, the Executive Council may move the matter to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association upon written notice to the board within fifteen (15) duty days following the Step 2 decision. The parties further agree to accept the arbitrator's award as final and binding upon them.

The arbitrator shall have no power to add to, subtract or modify any of the terms of this Agreement or to make any award which is beyond the terms of this Agreement or to make any award which in any way deprives the Board of any of the powers delegated to it by law.

SECTION 3 - ASSOCIATION REPRESENTATION

All employees shall have the right of Association representation at each step of the grievance procedure, provided that the grievant shall be present at each step.

SECTION 4 - NO REPRISALS

No reprisals shall be invoked against any employee for processing a grievance.

ARTICLE IV - SCHOOL FOOD SERVICES ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings in compliance with the established Guidelines for Use of School Facilities in the Carroll County School System as fifth priority users.
- B. The Association shall have the right to place official notices, circulars and other materials in employees' mail boxes. The Association shall have the use of the inter-school delivery system.
- C. Board Meetings
 - 1. The Association President or designee shall be released from his/her duties without loss of pay to attend all meetings of the Board.

ARTICLE V - JOB SECURITY AND TRANSFERS

A. Probationary Period:

All new unit members shall serve a probationary period of one hundred eighty-two/one hundred eighty-nine (182/189) duty days unless extended with notice. The Board may extend the probationary period for an additional ninety-one/ninety-five (91/95) duty days if conditions warrant such an extension. At any time during the period an employee may be terminated with or without cause and said termination shall not be subject to grievance procedure of this Agreement.

B. Discharge or Discipline:

After completion of the probationary period, employees may be discharged or disciplined only for just cause.

All employees shall have the right of representation during matters of suspension and/or discharge. The employee may appeal an issue related to discipline and/or discharge pursuant to the Administrative Appeals Process established in the Education Article of the *Annotated Code of Maryland*.

C. Vacancies:

Any vacancies that occur during the school year shall be posted so as to provide all interested employees the opportunity to apply, unless filled through a transfer.

D. Involuntary Transfers:

1. If in the best interests of operations, as determined by the supervisor of Food Services, an employee can be transferred into an open position of equal or greater hours at another location.
2. If a position is eliminated, the employee will be reassigned to a comparable position or any available position within the same class. If the employee does not accept the proposed assignment, the Board will not be obligated to offer any other positions.

E. Employee Evaluation

Unit members who transfer from one school to another within the school system will be evaluated during the first year in that new assignment. Unit members who have successfully completed the probationary period shall be evaluated once every two (2) years unless requested more often by worker, manager, supervisor, or principal.

1. All monitoring of the performance of any employee resulting in their evaluation shall be conducted openly and with the full knowledge of the employee.
2. Any unit member performing at an overall rating of less than "Satisfactory" shall be informed in writing and in a conference of the areas of weakness and given suggestions for improvement prior to the evaluation and in time for the employee to demonstrate improvement.
3. Evaluations shall be reduced to writing on the current appropriate form. Completion of the evaluation for workers shall be the responsibility of the school principal with input from the Food Services manager. Managers shall be evaluated by the Principal and Supervisor of Food Services.
4. Any unit member who disagrees with his/her evaluation may submit a rebuttal in writing which shall be submitted to the Human Resources Department and made part of his/her personnel file.

5. Any food service employee shall receive access to their evaluation. A signed copy along with any employee comments shall be placed in the employee's personnel file.
 6. Any alleged failure of the Board to follow the procedures in this section shall be subject to the grievance procedure.
- F. In the event it becomes necessary to lay off employees or reduce hours for any reason, employees shall be laid off or have hours reduced according to qualifications, work performance, certification and length of continuous service in Carroll County Food Services. Recall rights shall be for a period of two (2) years. No new employees shall be hired until all employees on layoff status, with recall rights desiring to return to work have been recalled.

ARTICLE VI - LEAVES OF ABSENCE

A. SICK LEAVE

1. Employees hired prior to July 1, 2010, or employees working 4½ hours or more per day, will be granted one (1) day for each month of their contract year. Employees hired on or after July 1, 2010, and working less than 4½ hours per day, will be granted one-half (½) day for each month of their contract year. The days granted will be available as of the first official day of the school year or the contract, whichever is applicable.
2. Sick leave may be accrued to the amount earned which shall be shown on each salary check.
3. The Board may require proof of illness whenever there is reasonable cause to believe that an absence is not due to a bona fide illness.
4. Days of accrued sick leave may be used to assist in the health care of persons who live in the employee's household, or to care for a parent, spouse, or a child regardless of their residence or for other relatives requested in writing and approved by the Superintendent/Designee prior to the leave. The Board may require proof of illness under the same requirements as the employee's illness.
5. The absences in excess of available sick leave, deductions from salary shall be at the rate of 1/182 for Food Services Employees and 1/189 for Food Services Managers in excess of the number provided.

6. Employees hired prior to July 1, 1997: Employee will be paid for unused sick days in the following manner:
 - a. Payment for unused sick days will be made to the employee upon that employee's early or full service retirement or, upon the employee's death, to the employee's estate. Employees eligible for early or full service retirement who resign from employment and do not receive a retirement benefit, shall forfeit all rights to payment for unused sick days.
 - b. Employees, who have a balance of less than 250 unused sick days as of June 30, 2002, will receive payment for 50% of the employee's accumulated unused sick days up to a maximum of 250 unused days at their average daily rate*.
 - c. Employees who have a balance of unused sick days greater than 250 days as of June 30, 2002, will receive payment for 50% of the employee's accumulated unused sick days up to their June 30, 2002, unused sick leave balance, at their average daily rate*.
 - d. Payments for unused sick days in amounts greater than \$5,000 will be paid in equal amounts over five consecutive years beginning with the year of retirement.
 - e. Payments for unused sick days in the amount at \$5,000 or less or for the death of an employee will be paid in a lump sum to the employee or the employee's estate in the year of retirement or death.

*Note: For sick leave payoff purposes, an employee's average daily rate will be calculated on the average of the employee's annual salary for the last three years of service divided by 1/182 for Food Service workers and eligible part time employees and by 1/189 for Food Service managers.

7. State required medical tests (tine test and x-rays) will be paid for by the Board of Education of Carroll County.

B. PERSONAL BUSINESS LEAVE

1. Employees hired prior to July 1, 2010, or employees working 4½ hours or more per day, will be granted three (3) additional days per year for personal business. Up to 1 unused personal business day from the current school year will be carried over for a maximum of four (4) personal business days the following year.

Employees hired on or after July 1, 2010, and working less than 4½ hours per day, will be granted one (1) additional day per year for personal business. Up to one

(1) unused personal business day from the current school year will be carried over for a maximum of two (2) personal business days the following year.

Any remaining unused personal business days shall be added to accumulated sick leave at the end of each school year. Employees may not use more than three (3) personal business days consecutively.

2. The employee shall notify the manager or immediate supervisor in advance of the employee's duties. Personal Business Days shall not be granted on the days preceding and following school holidays, or the final day of school, except in an emergency, to be determined by the appropriate personnel.

C. Absence for the following reasons shall not be charged against personal leave:

1. Time necessary for appearance in any legal proceeding connected with the employee's employment.
2. Time used for jury duty.
3. Time used for approved inter-school activities.
4. Time used for work related conferences or workshops attended with prior approval by the Manager or immediate supervisor.
5. Time used by members of negotiating team to meet with representatives of the Board.

D. BEREAVEMENT LEAVE

Absence from duty may be allowed for a maximum of five (5) duty days when such absence is due to the death of:

- Spouse
- Domestic partner
- Parent (including foster parent)
- Step parent
- Employee's mother-in-law, father-in-law
- Son-in law, daughter-in-law
- Child
- Step child
- Grandchild
- Sibling
- Any member of the immediate household

Absence from duty may be allowed for a maximum of three (3) duty days when such absence is due to the death of:

Grandparent
Grandparent-in-law
Brother-in-law, sister-in-law

The use of bereavement days are allowed within one year of the death of the family member. The immediate supervisor should be advised and authorize the absence request. This provision does not affect the total number of days authorized for bereavement leave.

The Superintendent/Designee may grant bereavement leave for other relatives provided that the request is made in writing prior to the requested leave.

E. MATERNITY LEAVE

1. A request for non-compensatory leave shall be made to the Board at least thirty (30) days prior to the date on which the leave is to begin except in the case of an emergency. Said request shall include with such notice a physician's statement verifying pregnancy. Any employee may continue in active employment as late into pregnancy as desired provided the employee is able to properly perform required functions.
2. The leave of absence shall become effective on the last day of formal employment and may extend to a total of twelve (12) months. A request may be submitted to the Board of Education for an extension of this leave at the end of the first leave.
3. While on leave any employee shall have the option to remain an active participant in the State Retirement System by contributing thereto the amount said employee would have been required to contribute if actively employed. The employee shall have the option to participate in the Board's fringe benefit plan while on leave provided the employee pays the entire cost of participation.
4. Before returning to duty, the employee may be required to present a doctor's certificate stating that she is able to resume her regular work.
5. Since maternity is treated as a temporary disability an employee who is expecting a child and plans to continue employment with the Board after the birth of the child may use earned sick leave to cover her absence. If sick leave is used, the employee is expected to return to her job as soon as her physician determines that she is physically able to do so. Such determination by the physician is required in writing.

6. Any unit member adopting a child shall be entitled, upon request, to a non-compensatory leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, in order to fulfill the requirements for adoption.
- F. Other leaves of absence without pay may be granted with the approval of the Board for good reason.
- G. Upon return from Board approved leave of absence, employees will be considered for any vacancy for which they may be qualified. The employee returning does not have "bumping rights".
- H. For all seven (7) hour per day employees, time taken shall be charged in increments of either one-half ($\frac{1}{2}$) or one (1) full work day. For all employees working less than seven (7) hours per day, time taken shall be charged in increments of one (1) full work day.
- I. Salary and leave day benefits will be pro-rated on the full time equivalence for all eligible employees working less than full time.
- J. WORKERS' COMPENSATION LEAVE

Whenever an employee is absent from work as a result of personal injury occurring in the course of his/her employment, he/she will be paid his/her full salary for a compensable injury for a period of not to exceed 60 duty days* and with no loss of fringe benefits, and no part of such absence will be charged to his/her accumulated personal, annual, or sick leave. Any Workers' Compensation payment made for temporary disability due to said injury and applicable to the aforementioned 60 duty day period shall be endorsed over to the Board.

If the employee is continued in temporary total disability from Workers' Compensation beyond the 60 duty day period, these options shall be available to him/her:

1. He/she may elect to use his/her earned leave or sick leave, (if said leave time is available to him/her) during which period(s) he/she shall receive his/her regular salary, less any amount paid as temporary disability under Workers' Compensation Law. The employee may elect to receive only Workers' Compensation benefits and not use any of his/her accrued sick leave. Workers' Compensation checks may be retained by the employee for those periods of time on annual leave.
2. When there is no other leave time available for the employee to use he/she must apply for a non-compensatory leave of absence.

If an employee goes on Workers' Compensation, the Board agrees to continue paying its share of Medical Insurance premiums during the period of disability.

3. While on a non-compensatory leave of absence he/she will not receive salary payments. Any Workers' Compensation payment for temporary disability due to said injury may be retained by the employee.

* The 60 day period means 60 days per injury. If there is a reoccurrence of the same injury, and a temporary total award is reinstated, the employee is under the initial 60 day period. The employee does not begin a new 60 day period with the aggravation of a pre-existing compensable injury.

K. CLASSIFIED EMPLOYEES SICK LEAVE BANK

1. The purpose of the Sick Leave Bank is to provide paid sick leave to members of the Bank.
2. All employees who earn sick leave are eligible to participate in the Sick Leave Bank. Participation is voluntary, but only contributors will be permitted to use the Bank.
3. Three (3) standing Committees will be established:
 - a. Rules Committee
 - b. Review/Approval Committee
 - c. Board of Education Appeal Committee
4. Specific rules concerning eligibility, enrollment, contributions, and use will be developed by the Rules Committee. The Committee will also be responsible for periodic review of all rules and procedures.
5. Final appeal on all disputes will be to the Board of Education.

ARTICLE VII - INSURANCE

A. FLEXIBLE BENEFIT PLAN:

The Board shall provide the following flexible benefit plan to employees who are paid more than twenty (20) hours per week, if employed prior to July 1, 2012. All employee benefits plans provided by the Board under this article shall have plan years based on the calendar year.

Effective July 1, 2012, the Board shall provide the following flexible benefit plan to employees who hold the position of Food Service Manager.

No Coverage - Employees who produce proof of other medical insurance coverage may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to 40% of the annual premium for the "Point-of-Service Plan Individual Coverage" up to \$1,200.44 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001 will no longer receive a cash "buy-out" at a later date.

DENTAL

Traditional - See Traditional Dental Chart below.

No Coverage - Employees may elect no coverage. Those electing no coverage as of June 30, 2001, will receive a cash "buy-out" equal to 40% of the annual premium for "Traditional Individual Coverage" up to \$89.70 per year. Any employee receiving a cash "buy-out" who elects coverage on or after July 1, 2001 will no longer receive the cash "buy-out" at a later date.

TRADITIONAL DENTAL		
No Deductible	Per Person Per Calendar Year Deductible*	Per Person Per Calendar Year Deductible*
100%**	80%**	50%**
Emergency treatment Oral examinations X-Rays Teeth cleaning Fluoride treatments for children to age 19 Space maintainers Preventative Services	Laboratory tests Fillings Amalgam Silicate Acrylic Root canal Repair and maintenance of bridgework and dentures Periodontal services Extractions and other oral surgery Anesthesia Basic Services	Gold and porcelain fillings and crowns Installation of bridgework and crowns Orthodontia (Subject to separate \$2,500 lifetime maximum per person) – Effective January 1, 2017 Major Services
\$1,500 Per Person - Calendar Year Maximum** \$2,000 Per Person – Calendar Year Maximum** Effective January 1, 2017		

* \$50 per person; \$150 - Family maximum - when three (3) Family Members have each met the \$50 Deductible - See the Schedule of Insurance.

**Paid by Traditional Dental.

ADDITIONAL LIFE INSURANCE

All eligible employees shall be permitted to purchase term life insurance in addition to the amount provided by the Board in paragraph C. of this Article.

BEFORE TAX PREMIUM

The premiums paid by employees shall be paid with pre-tax dollars where applicable.

FLEXIBLE SPENDING ACCOUNTS

Employees may establish spending accounts on a voluntary basis with pre-tax dollars to be used for non-covered medical expenses or dependent care expenses.

B. MEDICAL

POINT OF SERVICE PLAN (POS)

The Board pays 85% of the premium rate for all levels of coverage for members who select the POS.

HEALTH CARE SAVINGS ACCOUNT (HSA)

1. Members and enrolled family members who select the HSA medical plan will be enrolled in a catastrophic medical plan that picks up coverage after the HSA deductible is met.
2. The Board pays 95% of the catastrophic medical premium rate for all levels of coverage for members who select the HSA.
3. The Board will contribute to members' HSA, thirty-five percent (35%) of the plan deductible for each level of coverage it offers.
4. Members who select the HSA medical plan may contribute to their HSA, through payroll deductions, additional funds up to the IRS limit.

A detailed listing of HSA benefits can be found in the plan summary document.

- C. The Board shall provide for all eligible employees in this bargaining unit term life insurance in an amount equal to one and one-half of the employees' annual salary; provided, however, that any employee shall have the option of having the term life insurance capped at \$50,000.
- D. The Board agrees to provide to the extent of present policy provisions for insurance coverage for financial loss arising from liability, provided such person, at the time of the act or omission complained of, was acting within the scope of such person's employment or under the direction of the Board.

- E. A supplemental optical insurance plan will be offered to all eligible employees and each member of the eligible employee's immediate family as of January 1, 2013. The supplemental optical plan will be fully employee paid.
- F. Effective July 1, 2010, the Board shall provide an optical insurance plan for those unit members, who are not covered by medical insurance and enrolled prior to July 1, 2010, under which all eligible employees and each member of the eligible employee's immediately family shall be entitled to an eye examination and a discount program for lenses, frames and contacts every two (2) years.
- G. Health Insurance Advisory Committee - The Board and the Association agree to continue the Health Insurance Advisory Committee for the purpose of reviewing all aspects of the Health Insurance Program and making recommendations to the Superintendent of Schools for possible changes in content or procedures, as well as, regarding the components of an Employee Wellness Program.
- H. The Board and the Association shall encourage all employees to audit any and all hospital bills. There shall be an "Audit Incentive Program" under which employees shall receive 50% of any savings realized from the employee's audit of a hospital bill up to a maximum recovery of \$500 per hospital stay.

Point of Service Plan – Revised July 1, 2010
Summary of Benefits

A detailed listing of benefits can be found in the benefits book to be distributed during open enrollment.

Plan Feature	In-Network	Out-of-Network
Your Annual Deductible	None	\$250 per person/ \$500 per family
Co-insurance	Plan pays 90% Excludes co-payments for certain services.	After the deductible, Plan pays 75% of UCR* You pay all remaining costs.
Your Annual Out-of-Pocket Maximum	\$1,000 per person/ \$2,000 per family	\$2,000 per person/ \$4,000 per family
Lifetime Maximum Benefit	No Maximum	
Inpatient Hospital (Facility and doctor charges)	Plan pays 90% after \$100 per confinement deductible	After the plan deductible and \$200 per confinement deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Outpatient Hospital (Facility and doctor charges)	Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Emergency Care in a Hospital	For Facility - Plan pays 100%, you pay \$25 For Physician - Plan pays 90% Non- emergency use of emergency room is not covered.	Same as in network Non- emergency use of emergency room is not covered.
Surgical Expenses	For Facility - Plan pays 90% For Office: Plan pays 100% , you pay \$10 for office visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs.
Doctor's Office Visits	You pay \$10 per visit	After the deductible, Plan pays 75% of UCR*, you pay all remaining cost.
Preventive Care	For annual physical - \$10 co-payment Annual gyn exam - you pay \$10 co-payment Pap smear - Plan pay 90% Mammogram -- Plan pays 90%	After the deductible, Plan pays 75% of UCR*, you pay all remaining costs. Annual gyn exam and Pap smear B Plan pay 75% of UCR, you pay all remaining costs. Mammogram - Plan pay 75% of UCR*
Well Child Care	Schedule of visits based on age – you pay \$10 per visit	Plan pays 75% of UCR*, you pay all remaining costs.
Prescription Drug	\$10 co-payment – generic \$25 co-payment – name brand	No coverage for non- participating pharmacies.
Vision Care – Eye Exam Covered every 24 months Discount program available for frames, lenses and contacts	You pay \$10 co-payment	After Deductible, plan pay 75% of UCR*

MENTAL HEALTH AND SUBSTANCE ABUSE BENEFITS

Plan Feature	In-Network	Out-of-Network
Mental Health and Substance Abuse Benefits		
Inpatient Care	Plan pays 90% after \$100 per confinement deductible	After the plan deductible and \$200 per confinement deductible 75% of UCR*, and you pay remaining costs;
Outpatient Care	Plan pays 100% after \$10 copay	Plan pays 75% after deductible of UCR*

Mental Health and Substance Abuse Benefit revisions made due to change in federal law effective January 1, 2010.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board shall pay the full cost of tuition and textbooks, and transportation incurred in connection with any courses, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take. Such request must be in writing. The above does not include workshops, college courses, or other training sessions for which credit is received.
- B. The Board shall pay up to a maximum of \$100.00 per credit hour for college level courses and \$20.00 for adult education courses for six credit hours per fiscal year.

Any course must relate directly to the unit member's job responsibility and requirements. All courses must be approved by the Supervisor of Food Services.

- C. Food Service Managers shall be compensated for their certification as an add-on to salary as follows:

- Level I Certification = \$400
- Level II Certification = \$750
- Level III Certification = \$1,100
- Level IV Certification = \$1,450
- School Nutrition Association Credential = \$1,800

Food Service Workers shall be compensated for their certification as an add-on to salary as follows:

- Level I Certification = \$400
- Level II Certification = \$650
- Level III Certification = \$900
- Level IV Certification = \$1,150

It shall be the responsibility of the employee to provide official written certification documents to the Department of Human Resources on or before August 1 of the current duty year in order to receive compensation. In order for employees to continue to receive compensation for Certification, Recertification must be maintained. Any lapse in Certification will result in the discontinuance of the compensation. Failure to meet any or all of the requirements in the Certification process will result in the loss of compensation. A new manager who is not certified at the time of hire must meet certification requirements before beginning the next school year.

- D. All managers and employees must meet the USDA professional standards requirements for child nutrition professionals. Food Services will provide within the work schedule adequate staff development opportunities to meet the USDA Professional Standard Training Hours. If an employee is on leave during the designated training opportunities, it will be the responsibility of the employee to secure other approved training (on non-duty time) and submit documentation to the Food Services office.

ARTICLE IX – SALARIES

- A. All employees shall be paid in accordance with the food services managers' salary scales and the Food Service workers' scales attached hereto (Appendices A and B).
- B. Every food service employee employed after September 1, 1990, must within one year of employment, satisfactorily complete a course in sanitation approved by the Food Service Office. (For example, Serve Safe, Serve Smart, or the Sanitation Course presented by the Maryland State Health Department.)

The Board of Education will recognize up to two (2) years of active military service for placement on the Food Service Salary Schedule. Placement on the salary schedule for active military service will occur upon completion of the probationary period, or extended probationary period, and completion of an approved course in sanitation within the first year of employment.

- C. If a food service employee is promoted to Manager, the person shall be moved laterally to the appropriate salary lane on the manager's scale. In computing salary placement, the Board of Education shall accept up to ten (10) years of service with a school system or approved program recognized by the Maryland State Department of Education.

- D. Food Service personnel will be paid semi-monthly through direct deposit.
1. General Workers part-time salaries shall be based on 182 days - as assigned. The per diem rate for lost time deductions shall be 1/182 of the annual salary.
 2. Employees who work a regular number of hours per week shall receive a salary prorated according to the number of hours of work.
 3. Managers' salaries shall be based upon 189 days - 7 hours per day. The per diem rate for lost time deductions shall be 1/189 of the annual salary.
 4. Any manager required to interview workers on non-duty days shall be compensated at their regular hourly rate of pay plus certification. Managers will work a reasonable number of hours interviewing. These hours are to be mutually agreed upon between the Principal, Manager, and Supervisor of Food Services.
 5. After duty hourly pay will be the regular hourly rate plus 25% pay differential.
 6. Any employee officially assigned to an Acting Manager's position in excess of ten (10) consecutive duty days shall be compensated at the replacing employee's step on the current manager's or assistant manager's salary schedule, which ever position is being filled, provided the replacing person performs the entire manager's or assistant manager's job including all paper work; pay and higher classification shall be from the date on which the employee began working in the higher classification.
 7. The Board of Education shall compensate Food Services Managers for freezer checks in compliance with existing Board of Education administrative practice. A Food Services Manager may be authorized to make freezer checks by her immediate supervisor (Principal) or the Supervisor of Food Services during non-working hours.
 8. When major renovation interferes with the normal lunch schedule, those days should not be counted when averaging that school's participation. This determination will be made by the Chief Financial Officer.
 9. In the event of a salary error neither the Board of Education nor unit member may claim salary adjustments for any more than one (1) year.

ARTICLE X - GENERAL REGULATIONS

- A. The length of full working day shall be seven (7) hours, five (5) days per week. In addition to the seven (7) hour working day, one-half hour shall be set aside as lunch for all employees who work full time.
- B. Food Service personnel may have one (1) free reimbursable meal per work day.

ARTICLE XI – TRAVEL/UNIFORMS

A. TRAVEL

Policy for payment for personnel utilizing personal vehicles for business purposes:

1. The Carroll County Board of Education shall operate on the basis that those persons utilizing private vehicles for business usage shall be reimbursed on the basis of the number of miles driven for business usage.
2. Business mileage shall henceforth be defined as mileage driven in direct connection with the job. Mileage from the home to school shall not be considered business mileage.
3. Food Services personnel utilizing personal vehicles for business purposes shall be reimbursed at the IRS rate at the beginning of the Fiscal Year and continuing for said Fiscal Year for business mileage.

B. UNIFORMS

A uniform allowance of \$150.00 and five (5) shirts will be issued near the end of the work year to those employees who have worked equal to, or more than, one half (1/2) of the work year. Employees use the allowance to purchase uniform items that meet the uniform standards as established by the Supervisor of Food Services and the Food Service managers.

ARTICLE XII - SEVERABILITY

In the event any Article, Section, or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction or the Maryland State Board of Education determines that certain provisions are not, or were not, legally a subject of bargaining, said Article, Section, or portion shall be removed from the Agreement as of the date of that determination. All other provisions or applications shall continue to be in full force and effect.

If any Court of competent jurisdiction or the Maryland State Board of Education determines that the item declared invalid is a legal subject of bargaining, the Board and the Union agree to negotiate immediately with regards to a substitute for the invalidated Article, Section, or portion thereof. All other provisions or applications shall continue in full force and effect.

ARTICLE XIII – SAFETY AND HEALTH/SMOKE-FREE WORKPLACE

A. SAFETY AND HEALTH

To the extent possible and within limits of funds available, the Board shall provide well maintained safe and healthful work conditions for all unit members. Current guidelines of the State and local health departments will be followed.

B. SMOKE-FREE WORKPLACE

The Board of Education of Carroll County is committed to providing employees, students, and visitors with a safe and healthy environment. It is also in the educational interest of this Board to set a positive example by its actions. Smoking, secondhand smoke, and smokeless tobacco have been found to pose definite health hazards.

Therefore, the sale or use of tobacco products, including electronic cigarettes or vapor type devices, is strictly prohibited while on or in property owned, leased, or used by Carroll County Public Schools at all times. This includes facilities and vehicles. There shall be no exceptions.

ARTICLE XIV - PRINTING THE AGREEMENT

The Cost of printing the ratified Agreement shall be shared jointly between the Association and the Board.

ARTICLE XV – DURATION

Unless otherwise provided herein, the provisions of this agreement shall remain in full force and effect until June 30, 2021, with the following exceptions:

Both parties agree to a two-year Agreement, with openers for wages and two other language articles for fiscal year 2021.

Both parties also agree to an opener for Benefits for FY 2021.

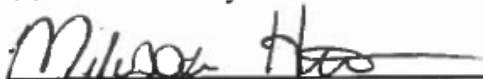
This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than sixty (60) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this agreement shall remain in full force and effect during the period of negotiation.

This agreement is contingent on full funding by the Carroll County Commissioners of the Board of Education’s budget requests. If the County Commissioners fail to fully fund the Board’s fiscal year budget request, §6-511 of the Education Article, *Annotated Code of Maryland*, shall apply.

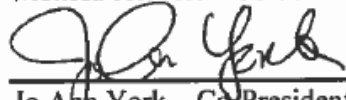
Negotiations on a successor agreement will begin on a date that is mutually agreed upon by each party.

The undersigned agree to the full details of this Agreement achieved on June 20, 2019.

For Carroll County Food Services Association

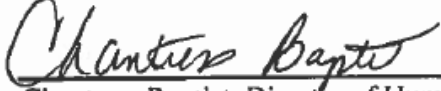


Melissa Herbert – Co-President, Carroll County Food Services Association



Jo Ann York – Co-President, Carroll County Food Services Association

For the Board



Chantress Baptist, Director of Human Resources



Appendix A

Food Service Managers Scale - FY20

Step	1.50%																
Participation	5.00%																
Multi-Unit	2.50%																
Base	21,850																
Participation	<200		200-299		300-399		400-499		500-599		600-699		700+		800+		
	Single	Multi-Unit	Single	Multi-Unit	Single	Multi-Unit	Single	Multi-Unit	Single	Multi-Unit	Single	Multi-Unit	Single	Multi-Unit	Single	Multi-Unit	
Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
1	21,850	22,396	22,943	23,517	24,090	24,692	25,295	25,927	26,560	27,224	27,888	28,585	29,282	30,014	30,746	31,515	
2	22,178	22,732	23,287	23,870	24,451	25,062	25,674	26,316	26,958	27,632	28,306	29,014	29,721	30,464	31,207	31,988	
3	22,511	23,073	23,636	24,228	24,818	25,438	26,059	26,711	27,362	28,046	28,731	29,449	30,167	30,921	31,675	32,468	
4	22,849	23,419	23,991	24,591	25,190	25,820	26,450	27,112	27,772	28,467	29,162	29,891	30,620	31,385	32,150	32,955	
5	23,192	23,770	24,351	24,960	25,568	26,207	26,847	27,519	28,189	28,894	29,599	30,339	31,079	31,856	32,632	33,449	
6	23,540	24,127	24,716	25,334	25,952	26,600	27,250	27,932	28,612	29,327	30,043	30,794	31,545	32,334	33,121	33,951	
7	23,893	24,489	25,087	25,714	26,341	26,999	27,659	28,351	29,041	29,767	30,494	31,256	32,018	32,819	33,618	34,460	
8	24,251	24,856	25,463	26,100	26,736	27,404	28,074	28,776	29,477	30,214	30,951	31,725	32,498	33,311	34,122	34,977	
9	24,615	25,229	25,845	26,492	27,137	27,815	28,495	29,208	29,919	30,667	31,415	32,201	32,985	33,811	34,634	35,502	
10	24,984	25,607	26,233	26,889	27,544	28,232	28,922	29,646	30,368	31,127	31,886	32,684	33,480	34,318	35,154	36,035	
11	25,359	25,991	26,626	27,292	27,957	28,655	29,356	30,091	30,824	31,594	32,364	33,174	33,982	34,833	35,681	36,576	
12	25,739	26,381	27,025	27,701	28,376	29,085	29,796	30,542	31,286	32,068	32,849	33,672	34,492	35,355	36,216	37,125	
13	26,125	26,777	27,430	28,117	28,802	29,521	30,243	31,000	31,755	32,549	33,342	34,177	35,009	35,885	36,759	37,682	
14	26,517	27,179	27,841	28,539	29,234	29,964	30,697	31,465	32,231	33,037	33,842	34,690	35,534	36,423	37,310	38,247	
15	26,915	27,587	28,259	28,967	29,673	30,413	31,157	31,937	32,714	33,533	34,350	35,210	36,067	36,969	37,870	38,821	
16	27,319	28,001	28,683	29,402	30,118	30,869	31,624	32,416	33,205	34,036	34,865	35,738	36,608	37,524	38,438	39,403	
17	27,729	28,421	29,113	29,843	30,570	31,332	32,098	32,902	33,703	34,547	35,388	36,274	37,157	38,087	39,015	39,994	
18	28,145	28,847	29,550	30,291	31,029	31,802	32,579	33,396	34,209	35,065	35,919	36,818	37,714	38,658	39,600	40,594	
19	28,567	29,280	29,993	30,745	31,494	32,279	33,068	33,897	34,722	35,591	36,458	37,370	38,280	39,238	40,194	41,203	
20	28,996	29,719	30,443	31,206	31,966	32,763	33,564	34,405	35,243	36,125	37,005	37,931	38,854	39,827	40,797	41,821	
Certification Add on																	
Level 1	\$ 400																
Level 2	\$ 750																
Level 3	\$ 1,100																
Level 4	\$ 1,450																
School Nutrition Association Credential = \$1,800																	
Participation includes the amount of lunches, breakfasts, suppers, after school snacks and a la carte sales																	
Step placement does not necessarily correspond to years of experience.																	

Appendix B

Food Service Worker Scale		
	1.50% step	
	Hourly	1 FTE
1	14.25	\$ 18,155
2	14.46	\$ 18,422
3	14.68	\$ 18,702
4	14.90	\$ 18,983
5	15.12	\$ 19,263
6	15.35	\$ 19,556
7	15.58	\$ 19,849
8	15.81	\$ 20,142
9	16.05	\$ 20,448
10	16.29	\$ 20,753
11	16.53	\$ 21,059
12	16.78	\$ 21,378
13	17.03	\$ 21,696
14	17.29	\$ 22,027
15	17.55	\$ 22,359
16	17.81	\$ 22,690
17	18.08	\$ 23,034
18	18.35	\$ 23,378
19	18.63	\$ 23,735
20	18.91	\$ 24,091
Employee Certification Add on*		
Level 1	\$ 400	
Level 2	\$ 650	
Level 3	\$ 900	
Level 4	\$ 1,150	
* Not Prorated. Add on for all FTE		

Current Step	New Step	
Step	Workers	Workers Level I
1	1	1
1.5	1	1
2	1	1
2.5	1	2
3	1	2
3.5	1	3
4	1	3
4.5	1	4
5	1	4
5.5	2	5
6	3	5
6.5	3	6
7	4	6
7.5	4	7
8	5	8
8.5	6	8
9	6	9
9.5	7	9
10	7	10
10.5	9	12
11	11	14
11.5	12	14
12	12	15
12.5	12	15
13	13	15
13.5	14	16
14	15	17
14.5	15	18
15	15	18
15.5	16	18
16	16	19
16.5	17	20
17	18	20