

Memorandum of Understanding

Between the

BOARD OF EDUCATION OF HOWARD COUNTY

and the

**HOWARD COUNTY SCHOOL FOOD SERVICE
ASSOCIATION**

BEGINNING JULY 1, 2019

and

ENDING JUNE 30, 2020

THE HOWARD COUNTY PUBLIC SCHOOL SYSTEM
Memorandum of Understanding
Howard County School Food Service Association
July 1, 2019 to June 30, 2020

The following sections constitute the Memorandum of Understanding for the Food and Nutrition Service employees approved for the period July 1, 2019 – June 30, 2020.

I. Salary Payments and Pay Period

Salary payments for ten-month Food and Nutrition Service employees will be made on a biweekly basis over a ten-month period.

Pay is based on up to 180 days plus holidays or inservice days. If employees work more than 180 days, they will be paid for extra days in June. If schools are closed due to an emergency, staff on the job at the time will be assigned to another school.

Employees will receive pay for days worked. If schools are closed for snow days or similar reasons, employees will get paid for up to three (3) snow or emergency days.

II. Bank Transactions

Bank depositing functions are the responsibility of the satellite/cafeteria manager. The Food and Nutrition Service satellite/cafeteria manager will be reimbursed for two (2) hours at the workshop rate for each five serving days that banking transactions are conducted, to be paid bi-weekly.

III. Grievance Procedure

General:

The Superintendent of Schools and his designees are interested in providing for an orderly method for dealing with employee grievances. Any grievance which the employee cannot resolve in an informal manner with his/her immediate supervisor may be submitted through the grievance procedure. A grievance is any allegation by a classified employee that there has been a violation or misapplication of the "Memorandum of Understanding" in effect for the employee's group. Attendance by an employee at a grievance meeting held during duty hours shall constitute authorized absence without loss of pay.

Procedures:

It is most desirable for an employee and his/her immediate supervisor to resolve alleged grievances through informal communications. In the event that informal communications fail to resolve the alleged grievance, the employee may pursue one or more of the following steps (in sequence):

Step I - The employee must submit a written statement regarding the alleged grievance to his/her immediate supervisor within seven (7) working days following the date of the occurrence (of the alleged grievance). The employee's written statement must include:

- Name (and signature)
- Job assignment (and location)
- Description of grievance (including section of "Memorandum of Understanding" allegedly violated)
- Remedy sought

The immediate supervisor shall schedule a meeting with the employee within seven (7) working days after receiving the written statement from the employee. The immediate supervisor shall respond to the employee in writing within ten (10) working days as to his/her disposition of the grievance. In the event that the employee is not satisfied with the supervisor's response, he/she may appeal the decision by following the procedures set forth in Step II.

Step II - Within seven (7) working days of receipt of the supervisor's response (Step I), the employee may appeal the immediate supervisor's decision to the Superintendent/designee. The appeal must be in writing. The Superintendent/designee shall arrange for a meeting with the employee within seven (7) working days after receipt of the written appeal. The Superintendent/designee shall provide a written decision pursuant to the grievance within ten (10) working days after completion of the meeting. The decision rendered by the Superintendent/designee shall be final.

IV. Representation

Association representatives(s) shall be entitled to accompany and represent an employee at any hearing or meeting involving disciplinary action to be taken against the employee at that meeting.

Before the Superintendent/designee notifies the employee of disciplinary action, the employee will be provided twenty-four (24) hours advance notice of the meeting.

1. The employee will be advised that disciplinary action is being considered.
2. The employee will be advised of his or her right to have Association representation at the meeting.
3. The Superintendent/designee is not obligated to postpone the meeting with the employee nor to suggest or secure alternate representation if the individual Association representative requested is unavailable.

V. Eligibility System

The Human Resources office will develop, as applicable, an “eligibility list” for promotional food service positions. Applications for the “eligibility list” may be accepted and processed at designated times throughout the year.

VI. Leaves of Absence

A. Sick Leave

One day per month of sick leave shall be earned with unlimited accumulation.

Employees may not use sick leave in excess of the number of earned days. The employee may be required to furnish a doctor’s statement confirming the illness or disability for which sick leave was used. Recognition and credit will be given for prior sick leave accumulation from a Maryland public school system.

Employees may utilize up to ten days of sick leave for illness in the immediate family. The employee may be required to furnish a doctor’s statement confirming the illness or disability of the family member.

B. Personal Leave

Employees may be absent from duty without loss of pay for three (3) days for business or personal matters that cannot be transacted during the workday.

Rules regarding personal leave are as follows:

1. Notification of intended use of personal leave shall be made in writing to the immediate supervisor 24 hours in advance of taking personal leave. A waiver concerning the 24-hour prior notification may be granted for emergency reasons. Approval must be obtained from the immediate supervisor.
2. Unused personal leave shall be cumulative up to a maximum of five (5) days with no more than four (4) days used consecutively.
3. Days in excess of five (5) will be transferred to sick leave.
4. Personal leave shall not be used to extend vacation or holiday periods.
5. Abuse in the use of personal leave may result in the loss of pay for the personal leave day.

6. Personal leave must be taken in one-half or full-day increments.
7. An employee on probation shall earn personal leave, but must complete the probationary period to be eligible to use personal leave.

C. Leave Without Pay

Leave without pay will not be granted except in compelling unusual circumstances.

Approval of leave without pay must be authorized by the Superintendent/designee. To be considered for leave without pay for compelling unusual circumstances, the employee must have completed his/her probationary period.

D. Child Rearing Leave

Child rearing leave may be granted for a period not to exceed two (2) years. The employee must apply on the prescribed form to the Office of Human Resources. The application shall contain the requested date for commencement of the leave.

The employee shall inform the Office of Human Resources in writing 30 days prior to the time the employee wishes to return from child rearing leave or 30 days prior to the expiration of the leave.

Persons returning from child rearing leave shall be assigned before new persons are hired. If assigned to an equal position, the employee will be placed on the salary step and grade achieved at the time of departure. If the employee returns to a different position, the employee will be reinstated at the appropriate grade and step for which the employee is qualified.

To be eligible for child rearing leave, the employee must have completed the probationary period.

E. Death in Family (Bereavement)

An employee shall be granted five (5) consecutive duty days of absence without the loss of salary for a death in the immediate family. Immediate family shall include child, parent, brother, sister, husband, wife, domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step-child, step-parent, step-brother, step-sister, grandparent of spouse/domestic partner, biological parent of the employee's child, or of anyone who has lived regularly in the household of the employee for at least two (2) years within the last five (5) years.

Upon the death of an uncle, aunt, niece or nephew the employee will be granted two (2) consecutive duty days of absence at any one time without the loss of salary.

One day of the allowable bereavement leave may be used within 90 work days of the relative's death to attend a memorial service. The 90 day time limit may be waived by the Office of Human Resources on a case-by-case basis.

F. Paid Holidays

Employees shall receive their regular rate of pay for the holidays listed below (if the holiday is approved in the school calendar).

- Labor Day
- Primary Election Day
- General Election Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or day after Christmas Day as established in the school calendar
- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Easter Monday
- Memorial Day
- Rosh Hashanah
- Yom Kippur

Employees must work the day before and the day after the holiday in order to receive holiday pay.

G. 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 not to exceed 90 work days and with no loss of fringe benefits, and no part of such absence will be charged to his/her annual or accumulated sick leave. The parties acknowledge that payment of workers' compensation leave under this section fully satisfies the Board's obligation to pay temporary total disability benefits under workers' compensation law so no duplication of benefits may occur during this 90 day period. As such, any workers' compensation payments made for temporary disability due to said injury and applicable to the aforementioned 90-day period shall be endorsed over to the Board.

If during the 90 day period the employee was granted leave from the sick bank, and it is subsequently determined that the employee was absent as a result of a compensable injury, the Board shall restore any used sick bank leave occurring during the aforementioned 90 day period.

An employee shall not be permitted to use time granted by the FSA Sick Leave Bank during the period he/she is being paid temporary disability under the workers' compensation law.

If the employee is continued on temporary total disability from workers' compensation beyond the 90 work day period, these options shall be available to him/her:

1. He/she may elect to use his/her earned leave or sick leave, on a pro-rated basis to make up the difference between, his/her regular salary, and the amount paid as temporary disability under Workers' Compensation law.
2. He/she may choose not to receive salary payments from the Board of Education, thereby preserving accumulated leave.

H. Jury Duty Leave (Legal Proceedings)

An employee shall be granted leave with no loss of pay for attendance in any legal proceedings connected with his/her employment with the school system and for court subpoena when the employee is called as a witness, provided such appearances are not related to dismissal or continued employment or promotion of the employee and are not related to:

1. Any suit or litigation brought by the employee against the Board or its employees or
2. any criminal charges brought against the employee or
3. any non-work related civil or administrative proceedings wherein the employee or a member of the employee's immediate family is a party to the proceedings.

An employee called for jury duty shall notify his/her supervisor of his/her plan for such services as early as possible and shall receive full pay and fringe benefits in addition to remuneration for jury duty. The employee may be required to submit a certificate of attendance.

I. Military Leave

Requests for leave for military service should be submitted to the Office of Human Resources and will be approved in compliance with current federal law/regulation. Eligible employees will also receive up to fifteen (15) days of paid leave per year for military training.

J. Probationary Period

All new employees shall serve a probationary period of six (6) working months. During this period of probation, an employee may be terminated without the right of appeal through the grievance procedure. The Director of Human Resources reserves the right to extend the probationary period. Written notification will be provided to the employee whose probationary period is extended.

K. Inclement Weather

On days of delayed opening of schools because of emergency conditions employees covered by the MOU may report to work one hour past their normal reporting time with no charge to any leave accumulation.

VII. Part-Time Employees

All regular employees scheduled to work 25 hours or more per week shall be entitled to full health benefits. Please refer to Section XIII.B for more details. A new employee, after December 31, 1979, must work at least 500 hours a year to be eligible for retirement credit in the retirement system. All other benefits will be prorated to a full time employee's benefits.

VIII. Uniforms and Shoes

The Board shall furnish up to \$150.00 for approved uniforms and/or approved shoes to each permanent Food and Nutrition Service employee after completion of the probationary period. A uniform and shoe allowance of up to \$150.00 per year will be allowed, based on eligibility criteria.

Requests for uniform reimbursements shall be made by employees in accordance with regulations established by the Food and Nutrition Service office.

IX. Tuition Reimbursement

The Board shall reimburse tuition costs to employees satisfactorily completing courses approved in advance, to aid in improving the skills necessary for the job and/or for advancement. Documentation, proof of cost and proof of payment must be submitted within sixty (60) days of the end of the course.

X. Sick Leave Bank

All employees are eligible to contribute to a sick leave bank after completion of the probationary period.

XI. Classification

When an employee is temporarily assigned to perform the duties of a higher classification, a change of pay rate to that of the higher classification will be considered if the period of such assignment extends beyond one work week, with pay made retroactive.

XII. Promotions and Transfers

Employee transfers or promotions will be effective within two (2) weeks after the employee is officially notified of the promotion or transfer. This time period may be extended mutually or when deemed necessary by staff because of extenuating circumstances.

XIII. Convention Reimbursement

Employees who attend the MSNA Convention will be reimbursed up to \$100.00 for expenses by following the procedures of the Food & Nutrition Service office.

XIV. Insurance Protection

A. Life Insurance

The Board shall pay the full cost for group term life insurance protection equal to an employee's base salary (to the nearest thousand), with a minimum of ten thousand dollars (\$10,000) to be paid to the employee's designated beneficiary upon death and, in the event of accidental death, a sum not less than two (2) times that amount.

B. Medical, Dental and Vision Insurance

For employees with a start date on or before June 30 the Board shall pay eighty-seven percent (87%) of the premium cost of a group medical plan for each employee, and covered eligible dependent(s), including same sex domestic partners.

For employees with a start date on or after July 1, 2011, the Board shall pay eighty-five percent (85%) of the premium cost of a group medical plan for each employee and eligible dependents.

The selection and removal of health, dental, and/or vision carriers and their respective plans is at the Board's discretion.

The Board will establish a committee, to include representation from all bargaining units, to provide input on the HCPSS health benefits program.

C. Medical, Dental, and Vision Program

1. Employee Election of Benefits

- a. Each year during open enrollment as established by the Board, each employee will be required to make an election regarding benefits.
- b. This election will be irrevocable for the Plan Year.
- c. Newly hired Food Service Nutrition Assistants shall be required to serve a 30 calendar day waiting period beginning before becoming eligible for any medical, dental, and/or vision coverage.

2. Employee Selection of Optional Benefits

- a. If an employee elects to participate or becomes eligible to participate in benefits, he/she must select among the optional benefits offered. These optional benefits include:

- (1) Medical Plan(s)
- (2) Dental Plans(s)
- (3) Vision Care Plan(s)
- (4) Flexible Spending Accounts, including:
 - a. Dependent Care Account
 - b. Health Care Spending Account
- (5) Benefit Dollars (pro-rated for part-time employees).

Information on health, dental, and/or vision plans will be made available to eligible employees during the Open Enrollment Period.

- b. The selection of optional benefits is an irrevocable election for the entire Plan Year except the election may be revoked and a new selection of benefits made if the employee has a change in family status (e.g. marriage, divorce, death of spouse or same-sex domestic partner, or child, birth or adoption of child, or termination of employment of spouse or same-sex domestic partner). This applies not only to participation in the insured programs, but also to the level of participation in the Dependent Care Account and the Health Care Spending Account.
- c. Each open enrollment period as established by the Board, employees electing or eligible to participate in benefits will be given the opportunity to change the benefits they have selected. Each year employees will be informed of any changes in benefits. This will give each employee the chance to review and compare various benefit alternatives in order to make the proper selection during the open enrollment period.
- d. Each Medical Plan alternative will have a specified number of "benefit credits" associated with its selection. These benefit credits may be used to purchase any of the optional insured benefits (Vision and Dental Plans or employee contributions for medical coverage) or contribute to the Dependent Care Account or Health Care Spending Account.
- e. Each insured benefit option (Medical, Vision, and Dental Plans) will have a "price tag" or cost to an employee if that particular benefit is selected. Benefit credits may be used to purchase or pay the price of each insured's benefit selected. Amounts contributed to the Dependent Care Account or Health Care Spending Account are optional with employees choosing to contribute any amount within the plan limits. Employees may, however, purchase benefits whose total price tags exceed their benefit credits. In this case, the employee must make up

the difference through employee contributions. All contributions for benefits will be on a pretax basis. This means that federal and state income taxes will not be withheld on employee contributions nor will these contributions be included in an employee's gross wages as reported on W-2 Form. FICA tax will not be withheld. Employee contributions will be included in the annual salary for retirement and life insurance purposes.

- f. Participants in the Dependent Care Account must meet tax law requirements in order to participate in this plan. Contributions may only be used to reimburse an employee for expenses actually incurred during the Plan Year for which they were contributed. Any amounts remaining in the Dependent Assistance Account at the end of the Plan Year will be forfeited.
- g. The Health Care Spending Account will operate similar to the Dependent Care Account. The most important facts are that amounts contributed may only be used to reimburse expenses incurred during the Plan Year for which they were contributed, and amounts remaining at the end of the Plan Year will be forfeited.
- h. Employees may elect to receive their unused benefit dollars in cash, which will be added to their regular pay check. If the employee elects this option, the payments will be prorated on a per-pay basis. This amount is taxable.
- i. Total employee contributions to the Dependent Care Account and/or Health Care Spending Account will all be prorated on a per-pay basis.
- j. Employees hired during the Plan Year will make their selection in advance of becoming eligible for benefits. This election will be in effect for the remainder of the Plan Year (except for a qualified life status change creating a special enrollment period for individuals who did not enroll in a group health plan when they were first eligible due to the existence of alternative coverage).
- k. All references to same-sex domestic partner benefits throughout this Memorandum of Understanding will be modified and/or deleted upon any change in law or applicable regulation(s) making this type of benefit illegal or on January 1, 2015, whichever comes sooner.

XV. SALARY SCALES

FOOD AND NUTRITION SERVICE SALARY SCALE		
Effective July 1, 2019		
	GRADE	
	VI	VII
STEP		
1	15.21	15.97
2	15.82	16.61
3	16.38	17.17
4	16.97	17.80
5	17.60	18.48
6	18.25	19.17
7	18.93	19.84
8	19.55	20.58
9	20.35	21.35
10	21.11	22.16
11	21.89	22.98
12	22.70	23.82
13	23.52	24.69
14	24.41	25.62
15	25.32	26.57
16	25.99	27.27
17	26.20	27.48
18	26.72	28.02
19	27.07	28.37
Over 19	27.33	28.65

INCENTIVE RATES
Fiscal Year 2020

PREP SCHOOLS			SATELLITE SCHOOLS		
n/a	540,000	1.25	n/a	90,000	0.30
540,000	690,000	1.50	90,000	120,000	0.45
690,000	840,000	1.75	120,000	150,000	0.60
840,000	990,000	2.00	150,000	180,000	0.75
990,000	1,140,000	2.25	180,000	210,000	0.90
1,140,000	3,600,000	2.50	210,000	600,000	1.05

Salary Notes

1. Income-based amounts may be affected by increases or decreases in either federal or state reimbursement rates or internal price changes and will be adjusted up or down accordingly in August and February of each year.
2. Manager placement on the incentive scale will be reviewed in November, February, and June of each year. If a change is indicated, it will be effective by the first pay period in December, March, or September as indicated by the review of gross sales.
3. Gross sales for cafeteria managers will be the total of all income of the preparing school plus its satellites.
4. Gross sales for satellite managers will be the total of all income of the satellite Food and Nutrition Service operation.
5. Cafeteria managers will receive a stipend totaling five percent of their net gain for the year at the end of the school year. Net gain will be the total year-to-date gain in income over expenditures for the preparing school and its satellites. Equipment costs of \$1,000 or more will not be used in computing net gain.
6. Satellite managers will receive a stipend totaling two percent of the net gain for the year at the end of the school year. Net gain will be the total year-to-date gain in income over expenditures for the preparing school and its satellites. Equipment costs of \$1,000 or more will not be used in computing net gain.
7. Longevity
 - Food and Nutrition Service Workers with 15-19 years in the Howard County Public School System will receive an additional 46¢ per hour.
 - Food and Nutrition Service Workers with 20 or more years in the Howard County Public School System will receive an additional \$1.00 per hour.

Employees hired before April 1 of a fiscal year will be granted a full year toward longevity. Longevity payments are not cumulative from year to year.

8. Deductions from Salary

Payroll deductions will be available at the request of the individual employee for:

1. Credit Union
2. Educators' Financial Group
3. Horace Mann Life
4. Hospitalization, Health, Major Medical
5. MD State Retirement and Pension System
6. Massachusetts Mutual contingent Disability Income Protection
7. Short-Term Disability
8. Tax Sheltered Annuities in existence and utilized by unit members during the 1989-90 school year.
9. Additional tax sheltered annuities as established by the Board of Education based on criteria developed by the Board of Education. It is understood the companies agree to cooperate with the Board in the collection procedures
10. United Teacher Association Insurance
11. United Way (including Bright Minds Foundation)

XVI. DURATION

The Howard County Public School System and the Howard County School Food Service Association agree to the contents of the Memorandum of Understanding dated July 1, 2019 - June 30, 2020

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations; and, during the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This provision, however, in no way limits the implementation of the Grievance Procedure as set forth in Article III.

In witness whereof, the parties hereunto set their hand and seals this 13th day of June 2019.

BOARD OF EDUCATION OF HOWARD COUNTY

By: _____

(Chairperson)

By: _____

(Superintendent)

HOWARD COUNTY SCHOOL FOOD SERVICE ASSOCIATION

By: _____

(President)

APPENDIX A
BENEFITS ADVISORY COMMITTEE

The Board agrees to establish a Benefits Advisory Committee to provide recommendations into maintaining quality and affordable benefits. It is understood that the recommendations of the committee do not constitute negotiations and are only advisory

The focus of the committee shall be to:

- A. Make recommendations on cost containment strategies;
- B. Study, discuss and recommend possible plan design changes and rate setting;
- C. Develop strategies to educate employees regarding benefit plans;
- D. Make recommendations on the insurance fund balance/reserve;
- E. Make recommendations on the HCPSS budget mark for funding employee benefits;
- F. Evaluate insurance vendor bids;
- G. Participate in benefit bid process;
- H. Review monthly reports of claims data s compared to the projection of costs to be aware of the trends.

The Benefits Advisory Committee will be provided with full access, within HIPAA guidelines, to plan utilization and vendor performance, outcome and cost data, including vendor contracts, to facilitate their work towards increasing market transparency and reducing costs.

The Benefits Advisory Committee will meet at least six (6) times per year. The committee will report to the Chief Business and Technology Officer on its work as needed. A copy of their report(s) will be forwarded to the Association/Union president for possible use in negotiations.

The composition of the committee will include up to three (3) representatives appointed by and representing the Board, one (1) representative from each bargaining unit within the Association/Union (e.g., HCEA-Certificated and HCEA-ESP) appointed by the President who is a current employee or the president may appointment himself/herself, one (1) representative from each of the other employee groups appointed by their president or the president may appoint himself/herself, and one (1) person representing the retired employees' association.

The Association/Union representative appointed to the committee shall be released from his/her duties, if necessary, for meetings of the committee without loss of salary whenever such meetings are held during the duty day.

Once appointed, the Committee will elect a chairperson and vice chairperson from the employee/retiree representatives group. The committee shall develop operational procedures to assist them in their work, which may include subject matter experts, to support the focus of the committee as indicated above.