Memorandum of Agreement
Between the Monomoy Regional School Committee
and the
Monomoy Regional Education Association

The Negotiating Subcommittee of the Monomoy Regional School Committee ("the Committee"), and the Negotiating Team of the Monomoy Regional Education Association ("the Association"), both acting subject to the ratification of this Memorandum of Agreement by their full memberships, to whom both the Negotiating Subcommittee and the Negotiating Team agree to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for a successor collective bargaining agreement which will be in effect from July 1, 2018 to June 30, 2021.

1. All terms and provisions of the predecessor collective bargaining agreement which was effective from July 1, 2015 to June 30, 2018 shall, except to the extent modified by this Agreement, be carried over intact into the successor collective bargaining agreement. All references to dates in the successor collective bargaining agreement shall be changed to reflect the term of the successor agreement unless otherwise provided for in this Agreement.

2. Unless otherwise specified herein, all modifications will take effect as of the effective date of the successor agreement. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor collective bargaining agreement and that require modification of existing contract language shall be incorporated into the successor collective bargaining agreement.

3. Article 8 - Work Day, Work Year, Hours of Work and Overtime

Modify section 2 to read as follows:

The staffing per location will be as follows:

**Chatham Elementary School** – Two (2) positions – one (1) 6.5 hour position per day (Cook Leader) and one (1) 4-hour position per day.

**Harwich Elementary School** – Three (3) positions 6.75 hour positions per day including Cook Leader.
Monomoy Regional Middle School – Three (3) positions – two (2) 6½-hour positions per day including Cook Leader and one (1) 4-hour position per day.

Monomoy Regional High School – Four (4) positions – two (2) 6½-hour positions per day including Cook Leader, one (1) 5½-hour position per day and one (1) 3.5-hour position per day.

To comply with the Federal School Nutrition requirement, a signed Time Card and/or use of a time clock will be completed and submitted biweekly to the Food Service Director.

4. Article 10 Leaves of Absence

Modify section 3 as follows:

Cafeteria workers will be entitled to bereavement leave of up to five (5) days at any one time, without loss of pay, in the event of a death of a employee’s spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, sibling, grandparent or domestic partner. In addition, at the Superintendent’s discretion, bereavement leave of up to five (5) days, without loss of pay, may be granted in the event of a death not included in the above categories. Additional days, with or without loss of pay, may be granted at the Superintendent’s discretion. An employee shall apply for bereavement leave as soon as possible.

Modify Section 4.B as follows:

Effective September 1, 2012, the days currently in the Bank in Chatham and Harwich will be carried over to the Monomoy system Sick Leave Bank. In addition, each member of all bargaining units shall be assessed one (1) day of their annual fifteen (15) days of sick leave.

Effective September 1, 2013, all new staff members defined above shall have one (1) of their annual sick days automatically deducted, in their first year of employment, no later than October 1 of the present school year. If the Sick Leave Bank Committee determines that the sick leave bank is exhausted, the bank shall be renewed by contributions from each staff member’s total sick leave days as of the date of contribution. If the Sick Leave Bank falls below 500 days, it shall be automatically renewed by contributions of one (1) sick day from each of its members’ accumulated sick leave. The one (1) sick day contribution shall be deducted on the first day of the new school year.
5. Article 11 – Maternity, FMLA, Child Care and Adoption Leave

Update the Article title and relevant sections to reflect changes in the Massachusetts Parental Leave law. Specifically, the title of the article and other references to “maternity” shall be replaced with “parental.”

Amend the “Adoption” paragraph to allow unit members to use sick leave for parental leave following the birth of a child.

*The “Adoption” section shall be deleted and replaced with the following:*

**Paid Parental Leave**

Regardless of whether the unit member is otherwise entitled to leave under the Massachusetts Parental Leave statute or the Family and Medical Leave Act (FMLA), a unit member whose spouse gives birth or who adopts a child shall be entitled to two (2) weeks of paid parental leave by using accumulated sick leave and the remainder of the leave will be unpaid; provided an employee may not obtain sick leave from the sick leave bank for the purpose of obtaining paid parental leave.

6. Article 13 - Uniforms

*Modify to read as follows:*

Employees will be expected to dress appropriately for work. The uniform shall consist of a Food Service shirt, dark blue or black pants or skirt (at the knees), and clean protective (no open toed) footwear. The Committee annually will provide employees with three (3) Food Service shirts, and two (2) Food Service aprons (appropriately sized) and an additional two hundred twenty-five dollars ($225.00) clothing allowance. Receipts must be provided in order to receive reimbursements.

7. Article 14 – Job Posting

*Modify to read as follows:*

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place including all of staff rooms, cafeteria bulletin boards, district website and shall be sent to each employee’s email address, if provided, listing the pay, duties, and qualifications. The notice of vacancy shall remain posted for ten (10) school days and five (5) business days. If the District hires a current employee, the successful applicant shall be given a thirty (30) working-day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period, it is determined by the Superintendent or designee that the
employee is not qualified to perform the work, he/she will be returned to his/her old position and rate. Any dispute hereunder shall be subject to the grievance procedure only through Level 2 of the grievance procedure in this Agreement.

8. Article 18 - Longevity

Provide for $100 increase to each longevity step and modify the language as follows:

After completion of eight (8) years of service - $600.00 $700.00

After completion of thirteen (13) years of service - $900.00 $1,000.00

After completion of eighteen (18) years of service - $1,200.00 $1,300.00

After completion of twenty-three (23) years of service - $1,500.00 $1,600.00

Part-time employees shall receive a pro-rata amount of Longevity based upon the number of hours worked per week.

9. Article 21 - Stipends

Modify to read as follows:

A “Cook-Leader” position shall be posted and filled within each school. Compensation shall be a $2000.00 stipend hourly at an additional $1.00 per hour above the regular hourly rate to be paid in 26 equal payments.

Duties:

- Works with the food service director to manage meal planning and preparation
- Oversees cafeteria lunch receipts
- Serves as building contact with school administration.

Add the following new sentence:

Employees required to prepare meals and or snacks for administrative activities/meetings will receive a stipend of $10.00 per event per worker.

10. Article 23 - Health Insurance

Amend by inserting the following:

a. Inserting a new paragraph 3 that reads as follows:
Effective July 1, 2019, the District may offer high deductible plans with the corresponding health savings account as offered through the CCMHG. The District shall pay seventy percent (70%) and the employee shall pay thirty percent (30%) of the premium of the plan. The District shall contribute the health savings account (HSA) as required by the CCMHG plan.

b. Inserting a new paragraph 4 that reads as follows:

i. For the 2020 and 2021 plan year only, the District will offer a one-time incentive, paid out only in the fiscal year for which the elected change is made, for employees who choose to voluntarily transfer from PPO plans to HMO or high deductible plans as follows:

1. Transfer from BCBS PPO to any HMO - $2000 for employees on the family or single +1 option; $1000 for employees on the individual option.

2. Transfer from HPHC PPO to any HMO - $800 for employees on the family or single +1 option; $300 for employees on the individual option.

3. Transfer from BCBS PPO to HPHC PPO - $1400 for employees on the family or single +1 option; $700 for employees on the individual option. No incentive moving BCBS HMO to HPHC HMO.

4. Transfer from BCBS PPO to BCBS PPO high deductible plan - $1900 for employees on the family or single +1 option; $700 for employees on the individual option.

5. Transfer from BCBS HMO to BCBS HMO high deductible plan - $1500 for employees on the family or single +1 option; $500 for employees on the individual option.

6. Transfer from HPHC PPO to HPHC PPO high deductible plan - $2000 for employees of the family or single +1 option; $800 for employees on the individual option.

7. Transfer from HPHC HMO to HPHC HMO high deductible plan - $1900 for employees of the family or single +1 option; $700 for employees on the individual option.

8. Transfer from BCBS PPO to HPHC PPO high deductible plan - $3400 for employees on the family or single +1 option; $1600 for employees on the individual option.
9. Transfer from BCBS HMO to HPHC HMO high deductible plan - $2000 for employees on the family or single +1 option; $700 for employees on the individual option.

ii. For the 2020 AND 2021 plan years only, the District will offer a one-time incentive, paid out only in the fiscal year for which the elected change is made, for employees to transfer from a plan offered by the District through the CCMHG to a non-district, non-Town of Chatham or non-Town of Harwich plan $2800 for employees on a family or single+1 plan; $1100 for employees on the individual plan.

iii. To help employees build Health Savings Accounts (HSA), the district will contribute 50% of the deductible to the employee’s HSA ($2000 family, $1000 individual) for FY20 and FY21 (duration of this contract). HSA contributions will be made within the first ten (10) business days of July.

iv. Nothing herein is intended to prevent an employee from electing a different plan in subsequent fiscal years, to include electing any of the PPO options, or to prevent an employee from electing a different plan due to a “qualifying event.”

v. All incentive amounts will be prorated based on the portion of the plan year for which the employee has voluntarily elected to transfer to a different plan in accordance with the schedule above.

11. Appendix A – Salary Schedule

Provide for the following increases:

FY 2019 – 2% increase to each step

FY 2020 – Eliminate the first two steps and renumber. 2% increase to each step

FY 2021 – Eliminate step one and renumber. 2% increase to each step

Add the following new section:

Training

- Cook Leaders shall receive an additional 11 paid hours for training at their hourly rate.
- Full-time Cafeteria Employees shall receive an additional 7 paid hours for training at their hourly rate.
- Part-time Cafeteria Employees shall receive an additional 5 hours paid training at their hourly rate.
12. **Evaluation Form**

*Incorporate the attached Evaluation Form*

NOW THEREFORE, intending to be bound, the parties have executed this agreement on this _____ day of May 1, 2019.

*(please sign and print)*
FOR THE MONOMOY REGIONAL SCHOOL COMMITTEE:  
[Signature]

By: ____________________________

FOR THE MONOMOY REGIONAL EDUCATION ASSOCIATION:
[Signature]

By: ____________________________