

MEMORANDUM OF AGREEMENT

between

MONOMOY REGIONAL SCHOOL COMMITTEE

and

THE MONOMOY REGIONAL EDUCATION ASSOCIATION

(Unit B)

2021 – 2024

WHEREAS, the Collective Bargaining Agreement (the "Agreement") between the Monomoy Regional School Committee (the "Committee") and the Monomoy Regional Education Association (the "Association") is set to expire on June 30, 2021;

WHEREAS, the Committee and the Association have negotiated a successor agreement;

NOW, THEREFORE, the Committee and the Association agree that the former Collective Bargaining Agreement shall remain in full force and effect, except as modified herein, as follows:

1. **Article 6 - Leaves of Absence**

Modify number 4.D to read as follows:

A six-person Sick Leave Bank Committee consisting of three teachers appointed to the Bank Committee by the Association, one administrator (exclusive of the Superintendent), one secretary or assistant appointed by the Association, and the Superintendent of School shall administer the bank. If a tie in voting occurs relative to the use of the Sick Leave Bank, the decision shall be in favor of the applicant. Decisions of the Sick Leave Bank Committee are final and binding and not subject to grievance or arbitration.

Modify number 5 by adding the following as "D":

For the purposes of determining FMLA hours of service eligibility, the parties agree that each full-time employee is determined to have worked the required hours needed for eligibility to qualify for FMLA benefits and protections.

Modify Section 6.2.A as follows:

Unit members may take up to two (2) days of compensated personal leave per year. Such personal leave shall be taken only for urgent personal business that

cannot be conducted on non-school hours. Employees shall be entitled to carry over one (1) unused personal day to the next school year. Any additional days remaining at the end of the school year shall be converted to accumulated sick leave.

Add a new section “D” titled “Court or Jury Duty” number 6 as follows:

An employee called for jury duty, or as a subpoenaed witness, will be placed on a leave with pay and shall submit to the employer the stipend paid to him/her for the jury duty or as a subpoenaed witness, excluding any travel reimbursement.

2. **Article 7– Payroll Deduction and Agency Fee**

Delete “and Agency Fee” from Article title.

Delete Section B in its entirety and relabel.

3. **Article 10 – Evaluation and personnel File**

Modify number 8 as follows:

As required by law, the Committee shall continue its policy of not discriminating against any employee on the basis of ancestry, race, creed, color, religion, gender identification, national origin, sex, sexual orientation, age, disability, marital status, or membership or participation in the Association, or any other basis protected by applicable law.

4. **Article 13 – Longevity**

The parties agree to provide for the following increases to each step of the longevity schedule:

Effective July 1, 2021	1%
Effective July 1, 2022	2.5%
Effective July 1, 2023	2.75%

5. **Article 18 – Stipends**

(a) The Parties agree to provide for the following increases to the stipends in numbers 1 and 2:

Effective July 1, 2021	1%
Effective July 1, 2022	2.5%
Effective July 1, 2023	2.75%

(b) Modify number 3 by increasing the stipends for the daily substitute for classroom teacher rate to \$22.50 per half day and \$37.50 for a full day.

(c) Provide a new stipend of \$2,250 per year for members who work in the Pre-School and in the ISLE, SEAL, SHELL, SAND, SAIL, SURF, and/or SHORE programs.

The following text shall be added along with the new stipend:

Instructional Assistants who work in the Pre-K, ISLE, SEAL, SHELL, SAND, SAIL, SURF and/or SHORE programs shall receive an annual stipend of \$2,250 per year for performing the following duties and expectations. Instructional Assistants in these programs may perform all, or some, of the following on a regular basis.

- Respond to emergency situations (e.g. injured student, challenging behaviors, restraint).
- Support students' needs across both inclusion and substantially separate programming.
- Provide individual or small group programming developed by the special education teacher.
- Possible exposurer to bodily fluids including, but not limited to, saliva, urine, feces, vomit, blood and/or other bodily fluids.
- Assist medically fragile, or students with physical disabilities, for the purpose of maintaining students' personal hygiene.
- Assist students with physical and/or cognitive disabilities with grooming, feeding, toileting, and/or diapering.

## 5. **Article 24 – Health Insurance**

(a) Modify Section 1 as follows

The District's contribution to the health, vision and dental plans shall be seventy (70) percent and the employee shall pay thirty (30) percent effective July 1, 2013. ~~Any unit member who chooses to take the Master Health Plus Plan offered through the Cape Cod Municipal Health Group (CCMHG) shall pay fifty (50) percent of the premium and the District shall pay fifty (50) percent.~~ Prior to that date, unit members who had been employed in Chatham will pay the percentage rates that have been in effect in Chatham, while unit members who had been employed in Harwich, as well as members hired after July 1, 2012, will pay the percentage rates that had been in effect in Harwich.

(b) Modify Section 2 as follows:

Effective on January 1, 2013, upon retirement from the Monomoy Regional School District, a bargaining unit member may, at his/her option, be included in the health,

vision and dental plans of the District. The District shall pay seventy (70) percent and the unit member shall pay thirty (30) percent. ~~Any retiree who chooses to take the Master Health Plus Plan offered through the Cape Cod Municipal Health Group (CCMHG) shall pay fifty (50) percent of the premium and the District shall pay fifty (50) percent.~~

(c) Revising Sections 4 and 5 by replacing “For the 2020 and 2021 plan year only” with “For the duration of the 2021-2024 contract only.”

6. **Appendix A.** The parties agree to amend Appendix A to provide for the following base wage increases:

Effective July 1, 2021	1%
Effective July 1, 2022	2.5%
Effective July 1, 2023	2.75%

7. **Housekeeping**

Change/update all pronouns to be gender neutral.

This Agreement shall be subject to ratification by the bargaining unit and the School Committee.

This Agreement has been duly executed by the authorized representatives of the Monomoy Regional School Committee and the Monomoy Regional Education Association, subject to the conditions herein.

MONOMOY REGIONAL SCHOOL  
COMMITTEE

MONOMOY REGIONAL EDUCATION  
ASSOCIATION

By: *Jerry Russell*  
10/17/21

By: *L. W. Weather*

By: \_\_\_\_\_

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