

**AGREEMENT**  
**BETWEEN THE**  
**MONOMOY REGIONAL SCHOOL**  
**COMMITTEE**  
**AND THE**  
**MONOMOY REGIONAL EDUCATION**  
**ASSOCIATION**  
**UNIT C**

**2021-2024**

## Table of Contents

Article 1	Recognition	1
Article 2	Non Discrimination	1
Article 3	Payroll Deductions, Agency Fee, Annuity Deductions	1
Article 4	Committee and Superintendent Prerogatives	1
Article 5	Grievance Procedure	2
Article 6	Negotiation Procedure	4
Article 7	Discipline and Discharge	5
Article 8	Work Day, Work Year, Hours of Work and Overtime	5
Article 9	Work on Outside Functions/Use of Kitchen/Cafeteria	7
Article 10	Leaves of Absence	8
	Sick Leave	8
	Personal Leave	8
	Bereavement Leave	9
	Sick Leave Bank	9
Article 11	Parental, FMLA, Child Care and Adoption Leave	10
	Parental	10
	Child Care	11
	Paid Parental Leave	11
Article 12	Other Leaves	11
	Court or Jury Duty	11
	Military Leave	11
Article 13	Uniforms	12

Article 14	Job Posting and Bidding	12
Article 15	Reduction in Force	12
Article 16	Criminal Offender Record Information	13
Article 17	Professional Development/Training	13
Article 18	Longevity	13
Article 19	Retirement Benefits	14
Article 20	Compensation	14
Article 21	Stipends	14
Article 22	Full-Time/Part-Time Employees	15
Article 23	Health Insurance	15
Article 24	Duration	16
Appendix A	Salary Schedule	17

## **Article 1 – Recognition**

For purposes of collective bargaining, the Committee recognizes the Monomoy Regional Education Association as the exclusive bargaining representative for all full-time and part-time cafeteria workers including the cook leader employed by the Monomoy Regional School District, exclusive of supervisory personnel, cafeteria monitors, temporary or casual employees and all other employees.

## **Article 2 - Non Discrimination**

Neither the Committee nor the Association shall discriminate 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 non-membership in the Association, or any other basis protected by applicable law

## **Article 3 - Payroll Deductions, Annuity Deductions**

- A. Payroll deductions will be made from the salary of a cafeteria worker when said employee authorizes the District in writing to make such deductions in accordance with the provisions of General Laws, Chapter 180, Section 17A.
- B. The District will make monthly payroll deductions for cafeteria workers who elect to defer income and purchase annuities. Cafeteria workers may enroll for such annuity deductions during the open enrollment period.

## **Article 4 – Committee and Superintendent Prerogatives**

The Committee is a public body established under and with powers provided by statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation or any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement the Committee retains all of the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made subject of a grievance proceeding hereunder.

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and educational activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee and/or Superintendent. These rights whether exercised or not, include without being limited to, all the rights and powers given to the Committee and/or Superintendent by law, the right to select, employ, test, train, assign, transfer, promote and direct the work of the employees and to periodically evaluate and determine their qualifications; to organize the supervisory and teaching staff and to establish, change and discontinue their duties including the right to introduce, change and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss

teachers in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Agreement; to establish modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the schools and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the teachers provided, however, that none of the rights shall be exercised by the Committee or Superintendent contrary to any express provision of this Agreement. The failure by the Committee and/or Superintendent to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the Committee and/or Superintendent of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article III.

The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representative. Nothing that occurred prior to July 1, 2012 will be regarded as a past practice that will bind the Committee or the District unless contained within this agreement.

## **Article 5 - Grievance Procedure**

### **1. Definition of a Grievance**

The term grievance shall include only those claims or disputes which allege a specific and direct violation of the express language of a specific provision of this agreement. The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Persons covered by this agreement as well as the Association have the right to present a grievance.

2. Grievances shall be presented in writing by the aggrieved party within fifteen (15) school days of the event or events giving rise to the grievance, or within fifteen (15) school days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or the events giving rise to the grievance. For purposes of this Article, the term "school days" shall be defined as those days when school is actually in session. During the summer months the term "school days" will mean "business days".

A grievance shall be deemed waived if not presented in writing provided within the time limits specified for the various levels of this Article unless such time limits are extended by mutual agreement.

An employee with a grievance shall with or without a representative of the Association present it in writing to his immediate supervisor and/or the principal within fifteen (15)

school days of the event on which the grievance is based. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth the facts giving rise to the grievance and the section of this Agreement that is believed to be violated. In the event that a grievance affects a group or class of employees, the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One.

The Association may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

3. **Level One:** The aggrieved employee, with or without the Association representative, shall present the written grievance to the building principal or their designee provided the designee is not from Unit A, within the fifteen (15) school days referred to in Section 2 for purposes of discussion.

**Level Two:** If the grievance is not disposed of at Level One to the employee's satisfaction, or if no decision has been rendered at Level One within ten (10) school days following presentation of the grievance to the building principal or their designee, the grievance shall be presented to the Superintendent of Schools or their designee within five (5) school days of the Level One answer or the date on which said answer is due. Where a grievance is not the responsibility of the building principal, it may be initiated at Level Two with the Superintendent.

**Level Three:** If the grievance is not satisfactorily disposed of by the Superintendent or their designee, or if no written decision has been rendered within ten (10) school days following presentation of the grievance to the Superintendent or their designee, the grievance shall be presented to the Committee within five (5) school days of the Level two answer or the date on which said answer is due.

A grievance that pertains to the discipline, dismissal, assignment or evaluation of an employee cannot be processed to the School Committee at Level Three. If the Association desires to appeal to the Superintendent's decision on a grievance pertaining to such matters, the grievance may be pursued to arbitration from Level Two.

The Committee will meet with the Association within ten (10) school days following receipt of the written grievance.

**Level Four: Arbitration**

If at the end of fifteen (15) school days following the meeting with the Committee the grievance has not been disposed of to the satisfaction of the Association, the Association may submit the grievance to arbitration. Submission shall be to the American Arbitration Association, with a copy to the Superintendent. Such submission must be postmarked no later than twenty (20) school days following the date of the meeting with the Committee. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and the cost shall be shared equally by the Committee and the Association.

4. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and they shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive beyond the date on which the grievance was first filed at Level One.
5. The arbitrator shall issue their written decision consistent with AAA rules to the Committee, and to the Association within thirty (30) days after the final submission. The decision shall be final and binding upon all parties.
6. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association. Each party shall pay its own expenses for the presentation of its case to the arbitrator.
7. By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.
8. All documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said employee.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any employee involved in presenting such grievance.

#### **Article 6 – Negotiation Procedure**

- A. Not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association, over a successor Agreement. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations at the expense of the party utilizing such services or representatives.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association and the Committee acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association and the Committee therefore, voluntarily and without qualifications, waive any rights each may have had in this respect and agree that each party shall not be obligated to bargain collectively with regard to any subject or

matter referred to or covered by this Agreement or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge of the parties at the time they negotiated or signed this Agreement.

## **Article 7 - Discipline and Discharge**

### **Section 1**

Any employee covered by this Agreement, with more than six (6) months of continuous active service, shall not be discharged except for just cause. It is understood that "just cause" shall include, but not be limited to, cases where periodic evaluations of a permanent employee's work show that they are not performing their job in a manner which the School Committee deems to be in the best interests of the District.

### **Section 2**

Any dispute concerning an employee who is disciplined or discharged and who has not completed a six-month probationary period shall not be subject of grievance or arbitration.

## **Article 8 - Work Day, Work Year, Hours of Work and Overtime**

### **Section 1**

- a. A full-time employee is one who works twenty-five (25) hours per week or more. A part-time employee is one who works less than twenty-five (25) hours per week. A regular work day will consist of time up to eight (8) hours per day; the work week will be Monday through Friday with two consecutive days off. It is expected that all employees will work on their regularly assigned days when school is in session, unless they are *on leave* as specified in this Agreement.
- b. The work year of employees covered by this Agreement will begin no earlier than the Wednesday before Labor Day and end no later than June 30. The Friday before the Labor Day weekend shall be a non-work day for all employees.

The number of work days in the work year at the elementary schools and middle school shall be 178 days plus two half days, plus two days prior to the student instructional year.

The number of days in the work year at the high school shall be 176 days plus four half days, plus two days prior to the student instructional year.

The two days worked prior to the student instructional school year, half days, and any pre-approved time worked will be paid by submitted Additional Duty Time Slips.

Half days and any preapproved time worked will be paid from the *Additional Duty Time Slip* that is currently in use and will be paid in the following pay period.



- c. The Cook Leader positions shall work a total of 182 days.
- d. Each full-time employee shall be provided a one-half hour paid meal as part of the regularly scheduled work day, said meal period to be scheduled as close to the middle of the work shift as possible. Employees shall remain on-call during their meal period and shall take their meal period at the work site. All employees covered by this Agreement will be eligible for a free lunch daily, consisting of the offerings being served that day.
- e. All employees' work schedules shall provide for a ten (10) minute rest period during each shift, said rest period to be taken as close to the middle of the first half of the shift as possible.

## **Section 2**

The Food Service Director, in consultation with the Cook leader of each school, will determine the schedule of each cafeteria worker, based on the needs of the District. The work day of any cafeteria worker may be temporarily extended by the Cook leader or the principal as necessary; with payment of their hourly rate for any hour or fraction thereof, but the work day shall not exceed eight (8) hours. Whenever possible, a notice of two (2) weeks will be given to employees in any contemplated changes of work week and hours of week. Subject to the foregoing and after discussion with the Association, the Committee reserves the right to make changes in existing work shifts as the needs of the District require.

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 – three (3) 6.75 hour positions per day including Cook Leader.

***Monomoy Regional Middle School*** – Three (3) positions – two (2) 6.5 hour positions per day including Cook Leader and one (1) 4 hour position per day.

***Monomoy Regional High School*** – Four (4) positions – two (2) 6.5 hour positions per day, including Cook Leader, one (1) 5.5 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.

## **Section 3**

The employer may require additional days of work. Days beyond the 182-day work year, which may be during school vacations or summer vacation, will be compensated at the rate of time and

one-half the regular rate of pay. When insufficient number of employees volunteer for additional days, the days will be offered on a rotating basis amongst all according to seniority.

All work performed in excess of forty (40) hours in the work week shall be compensated at the rate of time and one-half the regular rate of pay. Where an insufficient number employees volunteer for overtime work, the Food Service Director may require employees to perform reasonable amounts of overtime as the needs of the District require. Overtime shall be offered on a rotating basis according to seniority within the affected building.

#### **Section 4**

Cafeteria workers will not use their personal vehicles for purchasing food or equipment for the cafeteria.

#### **Section 5**

Days when school begins but then closes early due to inclement weather shall be counted as a work day.

### **Article 9 – Work on Outside Functions/Use of Kitchen/Cafeteria**

#### **Section 1**

The principal of the school where the cafeteria is to be used will consult with the Food Service Director as to their recommendation for staffing prior to returning the request form for the use of the cafeteria/kitchen to the Superintendent's office. When a group function does not require use of any kitchen equipment or the dishwasher, there shall, nonetheless, be one cafeteria worker present.

#### **Section 2**

Work assignments for functions outside the normal workday will be offered based on a rotation of employees.

#### **Section 3**

The rate of pay for cafeteria workers covering group functions beyond the normal work day shall be thirty dollars (\$30) per hour.

#### **Section 4**

Advance notice is required when a cafeteria function is planned—fourteen (14) days' notice when a cafeteria function will require cafeteria workers to prepare food and seven (7) day's notice when a cafeteria function will not involve food preparation by the cafeteria workers. These time limits for notice may be shortened with the consent of the Food Service Director.

## **Article 10 - Leaves of Absence**

### **1. Sick Leave**

- A. Employees shall earn sick leave at the rate of one and one half (1 ½) days per month for each month actually worked up to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated from year to year up to a maximum of one hundred and thirty-five (135) days. Sick leave may be used for personal illness, incapacity, or medical treatment required by such illness or incapacity. Up to fifteen (15) days per year of one's sick leave may be used for illness of a household immediate family member, or a domestic partner, although no more than five (5) consecutive days may be used for this purpose at any one time unless additional days are approved. The Superintendent may request that an employee absent for seven (7) consecutive days with repeated unexplained absences or a pattern of abuse provide a doctor's certification that illness, incapacity or medical treatment prevents the employee from working and an estimate of the duration of disability. The Superintendent may also request a certificate of fitness to return as a condition of return to work.
- B. The District will provide workers' compensation insurance for its employees. Whenever an employee is absent from work as a result of personal injury which is compensable under workers' compensation, the employee may choose to supplement the workers' compensation payments by drawing upon their accumulated sick leave in amounts that will allow the employee to receive their regular rate of compensation.
- C. Part-time employees shall receive sick leave benefits as stated herein, on a pro-rata basis.
- D. Sick leave accumulated from Chatham, Harwich and Monomoy shall continue to accumulate.

### **2. Personal Leave**

- A. Cafeteria workers 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.
- B. Written application for all personal leave will be made at least 24 hours before taking such leave except in cases of emergency.

3. **Bereavement Leave**

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.

4. **Sick Leave Bank**

- A. Upon the effective date of this agreement, a Sick Leave Bank shall be established for use by staff members defined below who have exhausted their own sick leave. The Sick Leave Bank may be utilized for personal illness and illness of a family household member or domestic partner.

Staff Members who are eligible to participate in the bank are as follows:

1. All staff members covered by the recognition clause of this contract (exclusive of coaches who are not otherwise employed by the school department).
  2. All members of Unit A, B and Unit C.
- B. All new staff members shall have one (1) of their annual sick days automatically deducted in their first year of employment. If the Sick Leave bank falls below 500 days, it shall be automatically renewed by contributions of one (1) sick day from each its members' accumulated sick leave. The one (1) sick day contribution shall be deducted on the first day of the new school year.
- C. The initial grant of sick leave by the Sick Leave Bank Committee, as established in Section 4, to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day period, the period of entitlement shall be extended by the sick leave bank committee upon demonstration of need by the applicant.

Any sick leave granted any individual under the provisions of this Article shall expire at the end of the applicable school year.

- D. 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.

- E. The Sick Leave Bank Committee shall determine the eligibility for use of the plan and the amount of leave to be granted. The following criteria may be used by the Committee in administering the bank and determining the eligibility and amount of leave:
  - 1. Adequate medical evidence of illness or incapacitation
  - 2. Prior utilization of all eligible sick leave
  - 3. Length of service in Chatham, Harwich and Monomoy systems
  - 4. Propriety of use of previous sick leave.
- F. A written request for sick leave bank days shall be submitted to the Committee by an applicant or their designee. Such a request shall be accompanied by whatever medical evidence is required by the Committee to substantiate the request.
- G. The applicant will not repay the Sick Leave Bank for the first thirty (30) total day allotment. Thereafter, the applicant shall repay the Sick Bank for the days granted, after the first thirty days, at the rate of five (5) days per school year until such time as the total number of days repaid, minus the first thirty days, equals those granted from the Sick Leave Bank.

## **Article 11 – Parental, FMLA, Child Care and Adoption Leave**

### **Parental**

- A. A person who becomes pregnant or adopts a child will notify the Superintendent, in writing, as soon as possible, stating the anticipated date of departure and return. Such notification shall provide the administration with as much opportunity as possible to secure a replacement and ensure continuity of assignments.
- B. Employees who are eligible for leave under the Massachusetts Parental Leave Act are able to return during or at the end of an eight (8) week leave period, and employees who are eligible for and who have not yet exhausted their annual FMLA entitlement can return during or at the end of the twelve (12) week leave period.
- C. The employee shall be entitled to take paid sick leave for the period of the parental leave during which they were physically disabled due to the pregnancy, childbirth and recovery therefrom.

- 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.

### **Child Care**

1. In the case of a birth or adoption of a child, any employee shall have the right to apply for a leave, without pay, for child-caring purposes.
2. In the case of female employees, the application for child-caring leave may be made to become effective immediately upon the termination of the parental leave.
3. Upon return from a child-caring leave, the employee shall be placed on the next highest step on the salary schedule from that at the time of leave-taking, provided, however, that during the school year in which the leave was taken the employee shall have actually worked more than ninety (90) days in the school year of leave-taking, otherwise, the employee shall be placed on the same step at which the employee left.
4. It is recognized that no specific position can be held open during any leave, but in all instances, reasonable efforts will be made to assign the employee to the same position which the employee held at the time the leave commenced. If the position is not available, then reasonable efforts will be made to assign the employee to a substantially equivalent position.

### **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 who 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.

### **Article 12 - Other Leaves**

#### **1. Court or Jury Duty**

Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence without loss of pay consistent with the applicable statute.

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 them for the jury duty or as a subpoenaed witness, excluding any travel reimbursement.

#### **2. Military Leave** will be granted in accordance with applicable Federal or State law.

### **Article 13 – Uniforms**

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. Footwear inserts are allowable for reimbursement under the clothing allowance. Receipts must be provided in order to receive reimbursements.

Employees will notify the Food Service Director by the last day of school as to how many shirts/aprons will be needed for the next school year.

A Unit C member appointed by the Association President will collaborate with the Food Service Director in the selection of the appropriate shirts and aprons.

### **Article 14 – Job Posting and Bidding**

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 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, they will be returned to their 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.

### **Article 15 - Reduction in Force**

When a reduction in cafeteria workers is necessary, the seniority list will be used to determine the worker to be laid off. The least senior shall be laid off first.

Employees laid off under this Article shall be considered for recall in the inverse order of their lay off for a period of eighteen (18) months from the effective date of their layoff. Such employees shall be notified by the Superintendent concerning any open positions in the cafeteria. Failure to accept such offering within ten (10) days of such offering will result in the employee forfeiting their recall rights.

Employees serving a recall period may continue group health and life insurance coverage as provided at their expense during such recall period if permitted by the insurance company.

## **Article 16 - Criminal Offender Record Information.**

Pursuant to Chapter 385 of the Acts of 2002, CORI checks shall be conducted observant of the following:

- (a) CORI checks will be conducted not less than once every three (3) years for employees covered by this Agreement.
- (b) A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.
- (c) All CORI reports will be maintained in the Superintendent's office in separate confidential files.
- (d) The Superintendent or other administrator designated by the Superintendent in the central office will be the only person authorized to request CORI checks.

## **Article 17 - Professional Development/Training**

State and local health regulations require that all food service facilities have a certified food production manager on- site during all hours of operation. The Committee will provide full-time and applicable part time, cafeteria workers a no cost method/reimbursement for initial training and certification as well as all necessary periodic renewals. The employee will be responsible for travel to and from the training site. The materials needed for test preparation, specifically the most up to date, "Serve Safe" test book will be provided to the employee in September of each year.

As a condition of employment full-time, and applicable part-time, cafeteria workers will be required to be certified as food production managers. The Committee reserves the right to waive this requirement in particular circumstances as it deems appropriate.

## **Article 18 – Longevity**

Bargaining unit members shall receive an annual lump-sum payment separate and apart from their base pay to be made in one payment based upon the members' years of service as a member of the bargaining unit as follows:

	<u><b>2021-2022</b></u>	<u><b>2022-2023</b></u>	<u><b>2023-2024</b></u>
After completion of eight (8) years of service -	\$707	\$726	\$746
After completion of thirteen (13) years of service -	\$1,010	\$1,038	\$1,066
After completion of eighteen (18) years of service -	\$1,313	\$1,349	\$1,386
After completion of twenty-three (23) years of service	\$1,616	\$1,660	\$1,706

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



## **Article 19 – Retirement Benefits**

### **Buy Back**

Upon reaching Barnstable County Retirement Plan minimum retirement age of 55 years and after having served a minimum of five (5) years of continuous permanent employment as a cafeteria worker by the Harwich School Committee, Chatham School Committee or the Monomoy Regional School Committee, the employee may be eligible for payment of unused sick days at the daily rate of said employee's last yearly salary based on the following schedule:

Five (5) to ten (10) years; thirty percent (30%) of unused sick days to a maximum of fifteen (15) days.

Ten (10) to fifteen (15) years; sixty percent (60%) of unused sick days to a maximum of twenty-five (25) days.

Over fifteen (15) years; ninety percent (90%) of unused sick days to a maximum of forty (40) days.

To be eligible for this benefit, a one (1) year written notice must be given. If less than a one (1) year notice is given, the Committee may defer payment of unused sick days until the following fiscal year.

This benefit is payable upon retirement from the Monomoy Regional School District or, if deferred because of less than a one-year notice, payable on the first pay period of the next fiscal year.

## **Article 20 – Compensation**

An employee's annual salary will be divided into twenty-six equal payments. With adequate written notice by August 1<sup>st</sup> an employee may elect to receive the summer payments at the end of the following June or will otherwise receive them biweekly over the summer.

So long as the School Department is able to identify at least one bank that will provide free checking, all employees will receive salary payments via direct deposit.

An employee must notify the Superintendent upon initial employment, if they wish to receive at the end of June, their payments for the summer. If an employee wishes to change the payment schedule for future payments, notice must be provided by August 1<sup>st</sup> to receive a payment at the end of the following June, as stated above.

## **Article 21 - Stipends**

A "Cook-Leader" position shall be posted and filled within each school. Compensation shall be a stipend to be paid in 26 equal payments.

<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
\$2,020	\$2,076	\$2,133

Duties:

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

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

**Article 22 - Full-Time/Part-Time Employees**

Full-time employees shall be defined as twenty-five (25) hours per week and part-time employees shall be defined as less than twenty-five (25) hours per week. Part-time employees shall have leaves and benefits pro-rated based upon the proportion of hours worked.

**Article 23 - Health Insurance**

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.

Effective on January 1, 2013, upon retirement from the Monomoy Regional School District, a bargaining unit member may, at their 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.

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.

i. For the duration of the 2021-2024 contract 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 on 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 on 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 duration of the 2021-2024 contract 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 the duration of the 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.

#### **Article 24 – Duration**

This Agreement shall take effect on July 1, 2021 and shall expire on June 30, 2024. On or before October 1, 2022, either party may notify the other of its desire to negotiate a successor Agreement, whereupon negotiations shall commence within thirty (30) days.

## Appendix A Salary Schedule

Effective July 1, 2021, the following salary schedule shall be in effect for all bargaining unit members. The salary schedule shall be in effect for 2021-2022, 2022-2023, 2023-2024.

Effective July 1, 2021, Eliminate Steps 1 through 5 and renumber.

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

<b>Schedule of Hourly Rates</b>			
	FY 2022	FY 2023	FY 2024
<b>Step</b>	<b>Wage</b>	<b>Wage</b>	<b>Wage</b>
Step 1	\$17.80	\$18.29	\$18.79
Step 2	\$18.15	\$18.65	\$19.16
Step 3	\$18.52	\$19.03	\$19.55
Step 4	\$18.89	\$19.41	\$19.94
Step 5	\$19.26	\$19.79	\$20.33
Step 6	\$19.64	\$20.18	\$20.73
Step 7	\$20.03	\$20.58	\$21.15
Step 8	\$20.44	\$21.00	\$21.58
Step 9	\$20.85	\$21.42	\$22.01
Step 10	\$21.27	\$21.85	\$22.45
Step 11	\$21.69	\$22.29	\$22.90
Step 12	\$22.13	\$22.74	\$23.37
Step 13	\$22.56	\$23.18	\$23.82
Step 14	\$23.01	\$23.64	\$24.29
Step 15	\$23.46	\$24.11	\$24.77
Step 16	\$23.94	\$24.60	\$25.28

### 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 an hourly rate.
- Part-time Cafeteria Employees shall receive an additional 5 hours paid training at their hourly rate.

Now Therefore, intending to be bound, the parties have executed this agreement on this 26<sup>th</sup> day of July, 2022

*(please sign and print)*

FOR THE MONOMOY REGIONAL  
SCHOOL COMMITTEE:

Meredith Hendr

BY: Vice Chair

FOR THE MONOMOY REGIONAL  
EDUCATION ASSOCIATION:

L. W. Weathers

BY: \_\_\_\_\_

