

MEMORANDUM OF AGREEMENT
between
MONOMOY REGIONAL SCHOOL COMMITTEE
and
THE MONOMOY REGIONAL EDUCATION ASSOCIATION
(Unit C)
2024 – 2027

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, 2024;

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 7 – Discipline and Discharge.** The parties agree to amend the first sentence of Section 1 as follows:

Any employee covered by this Agreement, with more than ~~six (6) months~~ **180 school days** of continuous service, shall not be discharged except for just cause.

2. **Article 8 – Work Day, Work Year, Hours of Work and Overtime.** The parties agree to modify the paragraphs below Section 1.b. as follows:

~~The number of work days in the work year at the elementary all schools and (elementary, middle and high school) shall be 178 182 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 preapproved 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.

3. Article 10 –Leaves of Absence.

- (a) The parties agree to modify paragraph A of Section 1 (Sick Leave) as follows:

Employees shall earn sick leave at the rate of one and one half (1½) 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, and/or for any approved FMLA Leave for the birth or adoption of a child or MPLA leave. Up to ~~fifteen (15)~~ thirty (30) 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)~~ five (5) 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 parties agree to modify paragraph B of Section 1 as follows:

The District will provide workers' compensation insurance for its employees. Whenever an employee is absent from work as a result of a 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 his/her regular rate of compensation; provided, however, if the injury is from an assault by a student on the employee during the course of their employment, the employee will be paid their full salary, less the amount of any workers' compensation award made for temporary disability because of said injury, for the period of such absence.

- (c) The parties further agree to modify Section 3, Bereavement Leave, 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 an employee's spouse, child, grandchild, parent, parent-in-law, daughter-in-law, son-in-law, sibling, sibling-in-law, grandparent, grandparent-in-law, or domestic partner, or any other permanent member of the employee's immediate household. Cafeteria workers will be entitled to bereavement leave of up to three (3) days at any one time in the event of a death of an employee's aunt, uncle, or cousin. 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. Additional days shall be deducted from the employee's accumulated sick leave. An employee shall apply for bereavement leave as soon as possible.

(d) The parties also agree to modify Section 4, Sick Leave Bank, as follows:

- 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 and extracurricular advisors who are not otherwise employed by the school department).
 2. All members of Units 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 of 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~~ may 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.

No employee shall be eligible for more than 200 days of sick leave from the Sick Leave Bank over the course of their employment with the School District. In the case of extenuating circumstances, the Sick Leave Bank Committee, in its discretion, may grant additional days beyond the 200 day maximum.

- D. A six-person Sick Leave Bank Committee consisting of ~~three~~ two teachers appointed to the Bank Committee by the Association, ~~one~~ two

administrators (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 the members of the Sick Leave Bank Committee shall mutually agree upon a third party to vote to break the tie.~~ 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.

4. **Article 11 - Parental, FMLA, Child Care and Adoption Leave.** The parties agree to replace paragraph C of Section 1, Parental Leave, with the following:

- C. **In cases where both parents are employed by the School District, both employees shall be entitled to the full amount of MPLA and/or FMLA leave.**

5. Article 13 – Uniforms. The parties agree to modify the first paragraph of Article 13 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. Upon hire, the Committee will provide new employees with five (5) Food Service shirts, two (2) sweatshirts, and three (3) Food Service aprons (appropriately sized.) The Committee annually will provide employees with three (3) Food Service shirts, one (1) sweatshirt, and two (2) Food Service aprons (appropriately sized) and an additional two hundred twenty-five dollars (\$225.00) three hundred (\$300.00) clothing allowance. Footwear inserts are allowable for reimbursement under the clothing allowance. Receipts must be provided in order to receive reimbursements.

6. Article 18 – Longevity. The School District agrees to increase each level of the longevity schedule as follows:

	2021-2022	2022-2023	2023-2024	2024-2025
After completion of eight (8) years of service -	\$707	\$726	\$746	\$846
After completion of thirteen (13) years of service -	\$1,010	\$1,038	\$1,066	\$1,166
After completion of eighteen (18) years of service -	\$1,313	\$1,349	\$1,386	\$1,486
After completion of twenty-three (23) years of service -	\$1,616	\$1,660	\$1,706	\$1,806

Article 19 – Retirement Benefits. Revise the existing language as follows:

A. 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.

B. Employees who have accumulated at least 90 days of sick leave may sell up to ten (10) days of the then current fiscal year's sick leave accrual at a rate of 25% of the employee's salary/base hourly rate. Payments made under this Article shall be paid no later than the first payroll of the following fiscal year.

Employees hired on or before June 30, 2024, may elect to retain the current Retirement Benefit described above in paragraph A or opt into the above incentive program in this paragraph B by notifying the District of their election no later than September 1 of any year. However, once an employee elects to opt into this incentive program, they will be ineligible for the Retirement Benefit in paragraph A. Employees hired on or after July 1, 2024 are not eligible for the Retirement Benefit in paragraph A.

7. Article 20 – Compensation. The parties agree to add the following new paragraph to the Article:

Upon initial hire, the Superintendent will have full discretion to negotiate the individual's placement on the salary schedule.

8. Article 21 – Stipends. The parties agree that the one-time stipend for the position of Cook Leader shall be deleted and replaced by a differential of \$2.50 per hour.

9. Article 24 - Duration. The parties agree to update the contract to reflect the term of July 1, 2024 through June 30, 2027.

10. Appendix A - Salary Schedule.

(a) Effective for July 1, 2024, the School District agrees to revise the salary schedule by eliminating the existing Steps 1-7 and renumbering the remaining steps (8-16) as Steps 1 -9. All employees will be placed on Step 1 of the renumbered scale except for those employees on the old Step 4 who will be placed on the new Step 3. A copy of the revised salary schedule is attached hereto.

(b) In the second and third year of the Agreement, the School District agrees to provide the following base wage increases:

Effective July 1, 2025	3.25%
Effective July 1, 2026	3.25%

11. **Job Description.** The parties agreed to the revised Cook Leader job description attached hereto.

12. **Housekeeping.** The parties agree to:

(a) Incorporate the following MOA that pertains to Unit C:

- Unit C Hours

(b) In Article 23 – Health Insurance, delete the dates related to the one-time health insurance-related incentive payments (making the incentive permanent).

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

By: Meredith

Date: 5/30/24

MONOMOY REGIONAL EDUCATION
ASSOCIATION (Unit C)

By: Sam W. Weather

Date: 5/30/2024

Monomoy RSD - Cook Lead Job Description

Kitchen Lead

1. Under the direction of the Food Service Director, conduct morning meetings with staff to delegate daily tasks and discuss any other necessary information concerning the meals of the day.
2. Manage time and duties of kitchen staff to complete necessary daily requirements.
3. Attend cook lead meetings and training as arranged by the Food Service Director.
4. Perform any other related duties as requested by the Food Service Director.
5. Serves as building contact with the school administration.

Food Production

1. Support the Food Service Director in everyday menu planning.
2. Train staff in safely preparing, serving and storing food.
3. Train staff in proper use of all kitchen equipment.
4. Monitor all food prior to service for taste, appearance, temperature, volume, and portion sizes.
5. Cooperate with nursing staff and families to identify and monitor students with allergies or specific dietary needs.

Ordering/Record Management

1. Submit orders weekly for milk, produce, and bread.
2. Submit main grocery order to Food Service Director.
3. Prepare and maintain food inventory.
4. Maintain daily production records.
5. Complete and submit all required monthly reports i.e. production reports and all program required paperwork.
6. Oversee cafeteria lunch receipts.
7. Maintain temperature records for all refrigeration units.

FY25

Changes: Remove steps 1-7, renumber remaining steps, step 1 at \$21 and 4% steps

Step	FY25
1	\$21.00
2	\$21.84
3	\$22.71
4	\$23.62
5	\$24.57
6	\$25.55
7	\$26.57

Transition: Existing staff on steps 1-3 will be placed on the new step 1, existing staff on steps 4+ will be placed on step 3.

Qualifying MREA Unit B staff on FY24 Step:	Moved to FY25 Step
1	1
2	1
3	1
4	3
5	3
6	3

FY26 3.25%

Step	FY26
1	\$21.68
2	\$22.55
3	\$23.45
4	\$24.39
5	\$25.37
6	\$26.38
7	\$27.43

FY27 3.25%

Step	FY27
1	\$22.38
2	\$23.28
3	\$24.21
4	\$25.18
5	\$26.19
6	\$27.24
7	\$28.32

