

**Memorandum of Agreement  
Canton School Committee  
and  
AFSCME, Council 93, Local 362, Canton Chapter (Custodial Unit, Food Service Unit, and  
Administrative Assistants Unit)**

This MEMORANDUM OF AGREEMENT is entered into by and between the Canton School Committee (hereinafter “the Employer” or “School Committee”) and AFSCME, Council 93, Local 362, Canton Chapter to outline changes in working conditions related to the school reopening plan for the 2021-2022 school year. The term “Employee” as used herein refers to all members of the Custodial Unit, Food Service Unit, and Administrative Assistants Unit.

The parties acknowledge that the Reopening Model is a return to a full in-person schedule, with all Employees expected to work onsite.

**AGREEMENT**

In consideration of mutual promises and covenants set forth herein, the Parties agree as follows for the 2021 – 2022 school year:

1. **SAFETY PROTOCOLS.** The District will create and make publicly available school safety protocols, and shall implement those protocols. The protocols shall be incorporated herein by reference, with the understanding that they may be updated as appropriate based on guidance from local and state officials. Union Leadership shall be informed of all changes to safety protocols.
2. **BUILDING SAFETY.** The Employer shall contract with an independent engineering firm (Independent Contractor) to conduct Air Quality Assessments for all buildings. Assessments shall be done quarterly, and shall be shared by the district with the Union within 10 business days of receipt of the reports from the Independent Contractor. The standard for adequate ventilation shall be less than 800 ppm (parts per million) carbon dioxide in a fully occupied room. The Employer shall remedy all building safety problems as soon as possible and shall keep both Union leadership and the impacted Employees apprised of progress. Employees may report building safety concerns to the Employer. The Employer shall investigate all reported problems within 5 business days of the report, and shall inform the reporting Employee of its findings.
3. **HYGIENE AND CLEANING PROTOCOLS.** The District shall create, implement, and publicly share cleaning protocols for the 2021-2022 school year. The guidelines are incorporated herein by reference, with the understanding that they may be updated appropriate in accordance with guidance from state and local officials. The Employer shall provide all hygiene and cleaning products, including soap, hand sanitizer, paper towels, sanitizing spray, sanitizing wipes, and tissues, and shall provide clear directions to all Employees about how to report the need for more of any of these items. Should there be a shortage of any of these items, the Union leadership shall be informed of the problem and the district’s

proposed remedy. Employees other than custodial staff shall not be required to perform cleaning duties normally reserved to custodial staff.

4. **VACCINATION.** All Employees are expected to provide proof of full vaccination against COVID-19. Any Employee who does not provide proof of full vaccination is required to undergo COVID-19 testing to be provided by the Employer and to wear a KN95 (or equivalent high-grade surgical mask) inside at all times, except when eating or drinking. The frequency of the required testing will be determined by the Superintendent in consultation with the Canton Department of Public Health.

No later than five days following the ratification of this agreement, all Employees must provide the Director of Human Resources with documentation of their vaccination status, whether that be a photocopy of a vaccination card or a statement of their agreement to undergo COVID-19 testing, using a form to be provided by Human Resources. It is understood that information regarding an individual's vaccination status will be shared only with those who require the information in order to implement this Agreement and will not be released to the public unless such release is required by law.

If a booster dose is recommended by the Center for Disease Control (CDC) or the Massachusetts Department of Public Health (MA DPH) and becomes available to Employees, the parties shall convene to bargain over any terms and conditions of employment relating to such booster dose.

5. **SELF-SCREENING/EXPOSURE.** Employees shall be responsible for reporting COVID-19 symptoms to the Nurse Leader or her designee. The Employer shall provide a list of COVID-19 symptoms which staff should self-screen for each day. In the event an Employee is experiencing such symptoms or comes in "close contact" with someone who has tested positive for COVID-19 (as defined by Canton Public Protocols for Responding to COVID-19 Scenarios SY 2021-22, as may be amended from time to time ("Response Protocols"), the Employee is responsible for immediately reporting the matter to the Nurse Leader and following the Response Protocols. The Employer shall reimburse the Employee of the cost of any necessary COVID-19 test to the extent not covered by the Employee's health insurance or other program.

Should the Employer become aware that any Employee, including an Employee who is fully vaccinated, has been exposed to someone in the workplace who is COVID-19 positive, the Employer shall notify the Employee as soon as possible.

6. **EMPLOYEE INFECTION.** In the event an Employee tests positive for COVID-19, the Employee shall immediately report the matter to the Nurse Leader or her designee. The Employee must not report to work, must cooperate with all tracing protocols, and must follow the Response Protocols. The Employer shall reimburse the Employee of the cost of any necessary COVID-19 testing to the extent not covered by insurance or another Program.

7. TIME OFF RELATING TO COVID.

- a. Employees who are close contacts of individuals who test positive for COVID or who themselves experience symptoms of or test positive for COVID-19 are expected to follow the options available under the Response Protocols that minimize the Employee's time out of work (e.g., obtain and maintain full COVID vaccination status, participate in "Test and Stay," seek testing, or consult with a physician, each as applicable to the circumstances). So long as the Employee has followed the applicable provisions of the Response Protocols that minimize time out of work, the Employee will be provided with up to ten days of paid time off during the 2021-2022 school year that will not be deducted from accrued sick time or personal time.
- b. Eligibility for the 5 days of family illness provided by each contract (Administrative Assistants at Article VII, Section 5; Custodial/Maintenance at Article 23, Section a; and Cafeteria at Article XV) shall be expanded to include caring for a child as needed (i) due to COVID-related daycare closure or (ii) due to unavoidable quarantine of the child as set forth under the Response Protocols (e.g., if Test and Stay is available and sufficient under the Protocols, the quarantine is avoidable).
- c. Employees with absences due to COVID-19 other than as set forth in Paragraphs b and c above may access paid time under the CBA to the extent applicable or will be provided with unpaid leave. All paid time off provided by the Employer relating to COVID-19 will run concurrently with any paid time off allowed by the Massachusetts COVID-19 Emergency Paid Sick Leave Act ("EPSL"). However, employees may consult with Human Resources to determine whether the EPSL may provide paid time off that is not authorized under this MOA.

8. PERSONAL PROTECTIVE EQUIPMENT. The Employer shall provide at no cost to Employees all personal protective equipment in accordance with CDC recommendations as related to their work assignment. Further, the Employer shall provide 10 masks for each Employee per week. In addition, the Employer shall provide non-latex, powder-free medical grade gloves if deemed appropriate to the Employee's role.

9. ONGOING SAFETY. The School Committee shall maintain a healthy and safe workplace. In the event that either the Union or the Employer feel that the provisions of this Agreement are frequently not being adhered to such that staff are at risk, a meeting will immediately be convened for the purpose of discussing the issue and finding a safe, mutually agreeable resolution to the same. The Parties agree to maintain constant contact for the purposes of ensuring that the safety practices outlined herein are followed as a matter of routine.

10. TECHNOLOGY. In the event Administrative Assistants are expected to work remotely due to a COVID – related issue, they will be provided with laptops for use in performing that work.

11. HEALTH AND SAFETY JOINT LABOR MANAGEMENT COMMITTEE. A joint labor management committee for Health and Safety shall be formed and active for the duration of

this agreement. The committee shall consist of three members appointed by the Union and three members appointed by the Employer. The charge of this committee will be to address ongoing health and safety conditions and concerns related to the COVID-19 pandemic throughout the duration of this agreement. In addition to the JLMC relating to health and safety conditions as outlined above, the Superintendent and Union may agree to form ad hoc joint committees to address particular issues as they may arise. Any new agreements reached shall be reduced to writing and may be subject to ratification by both parties. Where deemed appropriate by the Union, Canton Teachers Association and the Employer, joint JLMC meetings may be held.

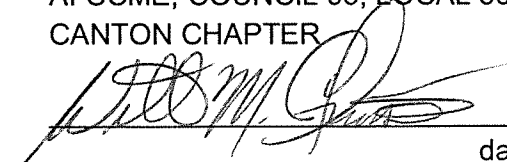
- 12. NO PRACTICE OR PRECEDENT. This agreement shall neither establish a practice nor set a precedent to any working condition herein beyond its Term as set forth in this agreement.
- 13. CONTRACT APPLICATION. Except as modified herein, all terms and conditions of employment in the respective collective bargaining agreements for the three bargaining units shall continue in full force and effect.
- 14. TERM. This agreement shall be effective upon execution through and including June 30, 2022. Canton Public Schools Safety Protocols, including the Canton Public Schools COVID-19 Cleaning and Operations and Canton Protocols for Responding to COVID-19 Scenarios, are each incorporated herein by reference, with the understanding that they will be updated if appropriate based upon guidance from local and state officials. The Superintendent will keep the Union leadership apprised of such updates. In the event the updates involve changes to terms and conditions of employment, the Employer will bargain over such changes upon request. Further, in the event there are changes to guidance from DESE or state or local health officials or in the event there are regulatory changes by the Commonwealth of Massachusetts, the parties agree to meet and negotiate changes to this agreement that are consistent with such guidance/regulation. This agreement may be extended beyond June 30, 2022 by mutual agreement of the parties in writing.

WHEREFORE, the Committee and Union have caused this MEMORANDUM OF AGREEMENT to be executed by their duly authorized representatives on the dates below.

CANTON SCHOOL COMMITTEE

AFSCME, COUNCIL 93, LOCAL 362,  
CANTON CHAPTER

\_\_\_\_\_ date

  
\_\_\_\_\_ date

\_\_\_\_\_ date

\_\_\_\_\_ date