

A G R E E M E N T

between the

CANTON SCHOOL COMMITTEE

and the

**CANTON PUBLIC SCHOOLS ADMINISTRATIVE ASSISTANTS'
ASSOCIATION, AFSCME, COUNCIL 93, LOCAL 362
(Canton Chapter)**

JULY 1, 2018 - JUNE 30, 2021

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PREAMBLE

This Agreement is entered into on this ____ day of _____, 2019, between the School Committee of the Town of Canton, Massachusetts (hereinafter referred to as the "Committee") and the Canton Public Schools Administrative Assistants' Association, AFSCME, Council 93, Local 362, Canton Chapter (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

The Committee hereby recognizes the Association as the exclusive collective bargaining representative covering wages, hours and other terms and conditions of employment for the following bargaining unit employees:

All central office administrative assistants (including payroll, accounts payable, assistant to Director of Student Services)

All full-year building based administrative assistants, including data entry clerk

All school-year administrative assistants (including building-based assistants, library aides, and the assistant to the Food Services Director)

Such bargaining unit employees are hereinafter collectively referred to as "Employees" or "members of the bargaining unit."

ARTICLE II
GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this Article is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

Section 2. Definitions

- A. A grievance is defined as a complaint by the Association and/or an Employee alleging a violation of any provision of this Contract or any written amendment to this Contract.
- B. Days shall mean calendar days.
- C. A matter which is not covered by any provisions of the Agreement or which is reserved to the discretion of the Committee may not be the subject of a grievance.

Section 3. Time Limits

The time limits indicated herein will be considered maximum unless extended by mutual agreement in writing. All time limits shall be calendar days unless otherwise indicated. The time limits specified in this section shall be deemed to be substantive provisions and failure to observe each and every such time limitation shall be a complete bar to any further action by reason of such grievance, unless extended by written consent signed by the Committee and the Association, and such consent shall not be unreasonably withheld. No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below, or the grievance will be considered settled on the basis of the last answer given.

Section 4. Grievance Procedure

Step 1. An Employee shall file a grievance in writing setting forth the details within twelve (12) days of when the Employee knew or reasonably should have known of the event leading to the grievance. Once the grievance has been filed, the aggrieved Employee shall discuss the matter informally with his/her immediate supervisor within five (5) days after the Employee filed the grievance. Every effort to resolve the grievance at this level shall be made.

Step 2. If, in the estimation of the Employee, the grievance is not satisfactorily resolved in Step 1, the grievance may, within seven (7) days after the Step 1 discussion, present the grievance in writing to the School Business Administrator (hereinafter referred to as the "Business Administrator").

A copy of the grievance will be forwarded to the Superintendent at this time. The Business Administrator, within fifteen (15) days after receipt of the written grievance, shall render his written decision thereon. The Business Administrator may discuss the matter with the Employee and the immediate supervisor before rendering his written decision.

Step 3. If the grievance is not resolved to the satisfaction of the Employee at Step 2, the grievant may, within seven (7) days after receipt of the Step 2 decision, refer the grievance to the Superintendent of Schools. The Superintendent shall render his written decision on the grievance within twenty (20) days following receipt of the written grievance.

Step 4. If the Employee is still aggrieved by the decision rendered in Step 3, the grievant may refer the grievance, in writing, to the School Committee within five (5) days after receipt of the Step 3 decision. The School Committee, or a subcommittee thereof, shall meet with the grievant within thirty (30) days of the request, and will render a written decision to the grievant and the Association within thirty (30) days of the hearing.

Step 5. If the grievance is not settled at Step 4, then within seven (7) days from the time the Association is notified of the decision at Step 4, the Association may submit

the grievance to arbitration pursuant to the rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties, except that the Arbitrator shall have no power to make a decision which:

- a. alters, amends, modifies, adds to or detracts from the language of this Agreement; or
- b. recommends a right of relief for any period of time prior to the effective date of this Agreement.

Costs of the arbitration shall be borne equally by both sides.

Section 5. General Provisions

- A. Each written statement of a grievance at Levels One, Two and Three shall be signed by the grievant and shall include (1) a concise statement of the facts or events upon which the grievance is based, including the date(s) of their occurrence, and (2) an explanation of how the grievance is related to this Agreement.
- B. If a grievance affects a group or class of Employees, the Association may submit the grievance provided the grievance has been authorized in writing by all affected members of the class, and the processing of the grievance will be commenced at either Level One or Level Two, at the Association's option. The written statement of such a grievance at Levels Two and Three shall be submitted by the Association and shall contain an explanation as to how the grievance affects the designated group or class of Employees.

ARTICLE III COMPENSATION

Section 1.

The rate of compensation for all Employees covered by this Agreement is contained in Appendix A.

ARTICLE IV SICK LEAVE BUY BACK

If an Employee with ten (10) years of service retires from the Canton School System and is accepted into the Norfolk County Retirement Plan, she/he shall receive \$40.00 per day for each day of sick leave accumulated in excess of seventy (70) days subject to a maximum of \$4,500.

ARTICLE V
EVALUATION*

**During the term of this contract, a joint labor/management committee will be formed to address issues relating to evaluation, with a potential change to the evaluation instrument and to designations of evaluators.*

Section 1. Evaluation and observation of personnel shall be the responsibility of the Administration and may be conducted by them at any time after the Employee has been hired.

Section 2. If such an evaluation and/or observation of personnel is conducted by the Administration, the Employee or Employees so evaluated and/or observed shall be notified of that fact by the Administration, in writing, within five (5) days after the conclusion of such evaluation and/or observation and shall, at that time, be informed of the result of said evaluation and/or observation.

Section 3. If, as a result of said evaluation and/or observation, the Administration determines that the Employee's performance is less than adequate, the Employee shall be given assistance by the Administration to improve his or her performance to a satisfactory level. If the Employee's performance has not improved within a reasonable amount of time, the Committee, at its own discretion, may terminate or transfer the Employee.

Section 4. The evaluation form to be used by all evaluators is contained in Appendix B.

Section 5. The primary evaluator(s) and "first level above evaluator" for each Employee is contained in Appendix C.

ARTICLE VI
TERMS OF EMPLOYMENT

If an Employee is to be terminated, regular (non-probationary) Employees shall be entitled to two (2) weeks' notice.

ARTICLE VII
PERSONAL BUSINESS LEAVE

Section 1. All full-time Employees may be allowed a total of three (3) days' leave each contract year without loss of pay for personal matters which require absence from work. Application for the personal leave must be made in writing to the Superintendent or his/her designee at least forty-eight (48) hours before the taking of such leave, except in case of an emergency.

Section 2. Requests for the use of personal leave shall not be unreasonably denied.

Section 3. At the close of each work year, if an Employee has not used his/her personal day(s) during that year, the Employee may carry over one such personal day to the next fiscal year, with a maximum accumulation of four (4) personal days at any one time. The carry-over day is available for use only in the next fiscal year and may not be used to extend a holiday of vacation nor used consecutively with the three personal days accrued during that fiscal year. Any personal days accrued but not used or carried over in a particular year shall be added to the Employee's sick leave accumulation. The maximum number of personal days that may be added to accumulated sick leave at any one time is two (2).

ARTICLE VIII

SICK LEAVE

Section 1. All regularly appointed full-year Employees shall be entitled to sick leave with full pay, said leave to be accumulated at the rate of 1 1/4 (1.25) days per month subject to a maximum of fifteen (15) days per work year.

Section 2. All regularly appointed school-year Employees shall be entitled to sick leave with full pay, said leave to be accumulated at the rate of 1 1/4 (1.25) days per month subject to a maximum of twelve (12) days per work year.

Section 3. An Employee may accrue sick days from year to year without limit.

Section 4. In cases of suspected abuse, the Employer, at its discretion, may request of an Employee a written statement from a physician affirming the personal ill health of the Employee.

Section 5. Up to five (5) days may be used from accrued sick leave in the case of illness in the immediate family, i.e. those residing in the same household, with the approval of the Superintendent of Schools. A certificate from a physician may be required.

Section 6. Any Employee who uses three (3) days or fewer of his/her sick leave within a July 1 through June 30 period shall be paid a three-hundred-dollar (\$300) bonus in the first appropriate paycheck following June 30. This provision shall not apply to any full-year Employee hired after July 1 or any school-year Employee hired after September 1 in any contract year. The provisions of this section shall be pro-rated for Employees who work less than full time as understood by "full time" for full-year and school-year Employees.

Section 7. Sick Leave Bank

a) Introductory Statement

A Sick Leave Bank shall be established whereby all members covered by this Agreement shall receive additional sick leave upon exhaustion of their own earned and accrued sick leave.

b) **Eligibility for Membership**

All full time and part time members of the bargaining unit are eligible to participate in the Sick Leave Bank. At the commencement of the Bank, each member who wishes to participate must contribute one day of sick leave to the Bank. Said contribution shall be made by submitting a signed form to the Bank Committee on or before March 31, 1999. Only those members who so contribute shall be eligible for a grant from the Sick Leave Bank.

Newly hired members of the bargaining unit can join the Sick Leave Bank by submitting the signed form within ten (10) days after the completion of their first month of work.

c) **Funding the Bank**

Following the initial commencement and funding of the Bank, the sick leave days on deposit in the Bank shall be carried over in the Bank from year to year, until the number of days in the Bank goes below fifteen (15) days. On such occasion, the Bank Committee shall notify bargaining unit members that they must contribute one day of sick leave to the Bank to maintain membership. In addition, bargaining unit members who previously were not members of the Sick Leave Bank may join by contributing one day of sick leave to the Bank.

Such contributions shall be demonstrated by submitting a signed form to the Bank Committee within ten (10) school days of being so notified by the Bank Committee. On or before September 30, 1999, all participants shall contribute one sick leave day to the Bank.

d) **Administration of the Bank**

The Sick Leave Bank Committee shall administer the Sick Leave Bank. The Sick Leave Bank Committee shall be comprised of two (2) members designated by the Association and two (2) members designated by the School Committee. Decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to appeal or to the grievance arbitration procedure.

e) **Provisions for Benefit Payment**

The Sick Leave Bank will be used only when the member is prevented from working because of a serious sickness or injury of the member and when this disability is of a prolonged nature of ten (10) consecutive working days or more and only when the individual has exhausted all of his/her accumulated sick leave. The Bank Committee may consider exceptions to this requirement under unusual circumstances.

The number of sick days requested from the bank must be specified at the time of initial request to a maximum of fifteen (15) days. In the event that illness or

injury extends beyond the number of sick days initially requested, the participating member may request additional days in increments no greater than fifteen (15) days. Applications for benefits must be accompanied by certification of illness or injury from a physician.

The criteria for any grant of benefits from the Sick Leave Bank are as follows:

- Adequate medical evidence of serious illness or injury.
- Prior utilization of sick leave.

The maximum number of days a member may use from the Sick Leave Bank annually is as follows:

6 months to 1 year of service	10 days
2 to 5 years of service	15 days
6 to 10 years of service	30 days
over 10 years of service	45 days

ARTICLE IX BEREAVEMENT LEAVE

In case of death during the work year of any member of an Employee's family (grandparent of either spouse, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) school days. In case of death during the work year of an Employee's spouse, parent, child, or significant other living with the Employee, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) school days. In case of death during the work year of an Employee's nephew, niece, or other relative not mentioned elsewhere in this Article, including the aunt or uncle of either spouse, one (1) day's leave without loss of pay shall be granted for bereavement.

ARTICLE X TRANSFERS

- Section 1. The Committee reserves the right to assign and transfer Employees as it may in its discretion determine necessary.
- Section 2. The Committee and the Association recognize that some transfers of Employees is unavoidable, but they also recognize that frequent transfers are disruptive and interfere with optimum job performance.
- Section 3. When involuntary transfers are made, Employees will be notified of such as soon as practicable. No involuntary transfer shall be made until a meeting has been held, to include the Employee involved, a Union representative if so requested by the Employee, the immediate supervisor, and the Business Administrator. If the Business Administrator is the immediate supervisor, the Superintendent or his/her designee

will also attend the meeting. The Employee will be notified in writing of the reasons for the transfer within ten (10) days of the meeting.

Section 4. Employees desiring a transfer or change in work assignment will submit a written request to the Business Administrator stating the specific assignment or nature of assignment preferred and the reasons for the request.

Section 5. Involuntary transfers will only be made within the following categories: full-year Employees and school-year Employees.

ARTICLE XI
HOLIDAYS

Section 1. Regular full-year Employees will be granted the following holidays with pay, provided the Employee has worked on his/her last scheduled day prior to the holiday and first scheduled day after the holiday, unless a leave of absence shall have been granted for either of such days:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

For purposes of this Agreement, the holidays specified above shall be observed on whatever calendar date they are observed in Massachusetts. Regular full-year Employees will receive one (1) additional holiday for use for religious observances, contingent upon the supervisor's approved, but provided that such approval shall not be unreasonably withheld. In the event that an Employee's request for a religious observance holiday is not granted, said Employee shall enjoy a floating holiday to be taken within one calendar year, the scheduling of which will be subject to the supervisor's approval, which shall not be unreasonably withheld.

Section 2. Whenever any of the holidays listed above falls on an Employee's day off or during his/her vacation, the Employee will receive a compensatory day off in lieu of said holiday.

Section 3. Regular school-year Employees shall receive ten (10) paid holidays (average minimum working hours) a year:

New Year's Day	Memorial Day
Martin Luther King, Jr. Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Patriots' Day	Christmas Day

Section 4. Regular full year and school year Employees will be allowed a half day on the day before Thanksgiving and on the last business day before Christmas, as long as school is not in session, provided that Employees will remain on site for 20 minutes following student dismissal.

ARTICLE XII
VACATIONS

Section 1. Effective July 1, 2012, all regular full-year Employees will be credited with the maximum number of vacation to which they are entitled as noted in a-d below, on each July 1.

- | | | |
|---|---|-----------------|
| a. Year 1 through end of year 5 | - | 10 days maximum |
| b. Start of year 6 through the end of year 10 | - | 15 days maximum |
| c. Start of year 11 through end of year 20 | - | 21 days maximum |
| d. Start of year 21 | - | 26 days maximum |

Upon completion of six months of employment, a new regular full-year Employee will be credited with five days of vacation leave. On July 1 thereafter, the new regular full-year Employee will be credited with one day per additional full month served, to a maximum of ten days total for any fiscal year until the Employee has completed at least five full years of employment. (example: An Employee hired on October 1, 2012 will be credited with five vacation days on April 1, 2013; three days on July 1, 2013; ten days on July 1 of 2014, 2015, 2016 and 2017, and fifteen days on July 1, 2018, as the Employee will have completed five full years of employment by that date.)

Full year Employees with fewer than ten (10) years of service may be allowed to carry over up to ten (10) vacation days into the next fiscal year with the approval of the Superintendent or his/her designee. Full year Employees with between ten (10) and twenty (20) years of service may be allowed to carry over up to five (5) vacation days into the next fiscal year with the approval of the Superintendent or his/her designee. Full year Employees with twenty (20) or more years of service may be allowed to carry over up to four (4) vacation days into the next fiscal year with the approval of the Superintendent or his/her designee. In no event may an Employee have more than thirty (30) accrued vacation days. Carry-over days must be used in that fiscal year.

Section 2. It shall be the responsibility of the Employee to inform the School Business Office at least thirty (30) days prior to his/her anniversary date that said anniversary date will increase with the amount of vacation time in subsequent years. Neither the Committee nor its duly appointed agents shall be held responsible for "lost" vacation days as a result of failure on the part of the Employee to inform the School Business Office regarding anniversary dates and changes in the number of vacation days.

Section 3. School year Employees with fewer than fifteen (15) years of service shall be compensated for ten (10) vacation days per year. School year Employees who have completed fifteen (15) years of service will be compensated for fifteen (15) vacation days per year.

Section 4. Normally, vacations should be taken when school is not in session. Vacations shall be scheduled by and at the convenience of the Superintendent or his designee. Whenever possible, every attempt will be made to satisfy the personal desires of employees.

ARTICLE XIII NEW EMPLOYEES

Section 1. Newly-hired Employees will be placed on the salary schedule at any one of the first four (4) steps as negotiated by the Business Administrator, subject to approval by the Committee, and then move up a step on each succeeding July 1. However, a person hired within a fiscal year will not be eligible for a step increase unless he/she has been in continuous service for at least six (6) months prior to July 1. Working hours and assignments shall be determined by the Business Administrator.

Section 2. New Employees will remain probationary Employees until they have completed six (6) months of service. During their probationary period, Employees may be terminated without notice. In addition, probationary Employees are not entitled to the fringe benefits of this Contract, except paid holidays and whatever sick leave they have earned.

Section 3. Upon completion of the six-month probationary period, all Employees become regular Employees and are then entitled to all the benefits enumerated in this contract.

Section 4. Employees who move from one bargaining unit position to another shall not be considered new employees or newly-hired employees under this Article.

Section 5. Employees transferring to this bargaining unit from any other bargaining unit within the Canton Public Schools or from the AFSCME unit in the Town of Canton shall be credited with all years of service, sick leave, personal leave, longevity, and vacation time that they had when they left their previous bargaining unit. In cases of layoff or promotion, the Employee's seniority begins on the date of transfer to this bargaining unit.

ARTICLE XIV
WORKING HOURS

- Section 1. The normal working hours for full-time central office administrative assistants shall be 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. daily, assigned at the discretion of the Superintendent or his/her designee, with one hour for lunch.
- Section 2. The normal working hours for full-time full-year building administrative assistants shall be 7:30 a.m. to 3:30 p.m. daily, scheduled at the discretion of the Superintendent or his/her designee and/or the building principal, with one hour for lunch.
- Section 3. The normal working hours for full-time school-year administrative assistants (including the assistant to the food services director) shall be 8:30 a.m. to 3:30 p.m. daily, 7:45 a.m. to 2:45 p.m. daily, 7:30 a.m. to 1:30 p.m. daily, or 9:00 a.m. to 3:00 p.m. daily, scheduled at the discretion of the Superintendent or his/her designee and/or the building principal, with a 1/2 hour for lunch. The normal work year for full-time school-year administrative assistants shall be 190 days, to include 180 student days plus an additional 10 days as assigned by the supervisor (e.g., the building principal) in consultation with the administrative assistant.
- Section 4. The normal working hours for library aides shall be 9:00 a.m. to 3:00 p.m. or 8:30 a.m. to 2:30 p.m. daily, scheduled at the discretion of the Superintendent or his/her designee and/or the building principal, with a 1/2 hour for lunch. Library aides may be assigned lunch monitoring and/or recess monitoring responsibilities not to exceed ninety (90) minutes per week. The normal work year for library aides shall be 180 days.
- Section 5. The parties hereby agree that the provisions of this Article, Sections 1, 2, 3 and 4 may be modified from time to time by mutual consent between the Employee and the Business Administrator or building principal.
- Section 6. Part-time Employees will be scheduled at the discretion of the Superintendent or his/her designee and/or the building principal.
- Section 7. At the mutual consent of the Employee and Principal (in the case of a building based Employees) or the Business Manager (in the case of central office Employees) an adjustment may be made to work hours within a particular day or week to accommodate staffing needs for special projects or particular events. Any Employee who works in excess of eight (8) hours in any one day or forty (40) hours in any one work week, exclusive of lunch time, shall be given overtime pay at the rate of time and one-half (1 ½). In the alternative, at the mutual consent of the Employee and Principal (in the case of a building based Employees) or the Business Manager (in the case of central office Employees), full year Employees may take compensatory time off for all such work at the rate of one and one-half (1 ½) times the overtime hours worked, provided that

such time may be taken only on days when school is not in session for students and must be completed no later than August 15 following the Fiscal Year in which it is accrued. Employees are prohibited from adjusting their regularly scheduled hours without prior approval of the Principal in the case of building-based Employees and without prior approval of the Business Administrator in the case of Employees based in the central office.

The School Business Administrator shall supply the Association with a universal time sheet to be used in all schools by all Employees for use in logging all extra hours worked beyond the normal workday as authorized in advance by the Superintendent of Schools. The universal time sheet overtime vouchers shall be submitted to the immediate supervisor for verification and approval and shall then be sent by the supervisor to the Central Office for processing.

Section 8. In making determinations about whether to close school for students and/or Employees due to inclement weather, the Superintendent will consider applicable weather reports in light of the differing challenges associated with transporting large numbers of students and individual employees traveling to work. Days on which the Superintendent closes school for students are not considered work days for school-year Employees. When the Superintendent announces that school offices will also be closed for the day, full-year Employees are not to report for work and will nevertheless receive pay for the day. When school offices remain open, full-year Employees are expected to report for work. If a full-year Employee elects not to report for work on such days, s/he may use any accrued compensatory time, vacation time, or personal business leave.

ARTICLE XV REDUCTION IN FORCE

In the event it becomes necessary to reduce the number of positions covered by this Agreement, Employees shall be laid off according to the following guidelines:

Section 1. To the extent possible and practical, normal attrition shall be the method first used to reduce the number of positions. If it is not possible to achieve the necessary reduction by the above method, Employees shall be laid off in the inverse order of the seniority of their position within the categories of all full year building administrative assistants, all school year administrative assistants, and all library aides. In layoff of central office administrative assistants, consideration will be given to qualifications for the particular position as well as seniority.

Section 2. Seniority shall commence from the date of permanent appointment to a position in the bargaining unit represented by the CPAAA. Seniority shall mean an Employee's length of service in years, months and days in the bargaining unit, minus any time spent on an approved leave of absence, with time greater than ½ year but less than one year subtracted as one year lost, and time greater than one

month but less than ½ year subtracted as six months' time lost. When two or more Employees are hired on the same date, a lottery procedure will be established to achieve the reduction.

Section 3. Employees who have been laid off shall be entitled to recall rights to positions within their former category as defined in Section 1 of this Article for which they have been qualified by their prior experience in the school system for a period of fifteen (15) months from the effective date of their respective layoffs. During the recall period, Employees shall be notified by certified mail to their last address of record and given preference for positions as they develop, in the inverse order of their respective layoffs with pay level and all benefits restored in full upon reemployment within the recall period. Failure to accept a position will result in forfeiture of all rights covered under this Contract. During the recall period, Employees who have been laid off shall be given preference on the substitute list if they so desire.

Section 4. To the extent permitted by law, laid off Employees may continue health and life insurance coverage during the recall period as provided by the Town of Canton to said Employees by reimbursing the Town of Canton for premium cost. Failure to forward premium payments to the Town of Canton will terminate this option.

ARTICLE XVI NO STRIKE CLAUSE

Section 1. The Association, on its own behalf and on behalf of each of the Employees that it represents, agrees and covenants that neither it nor any of its officers or agents will authorize, approve, institute, participate in, sanction or ratify any strike, work stoppage, slowdown, picketing or withholding of services, including paid extra hour services, if the same have been customarily rendered, from the Committee.

Section 2. In the event of the preparation for or occurrence of any unauthorized strike, work stoppage, slowdown, picketing or withholding of services, the Association and each of the Employees it represents agree to promptly take every reasonable action to effect a cessation of such unauthorized activity.

Section 3. The Committee may take whatever disciplinary action it deems appropriate, including dismissal, against any Employee for violating Sections 1 and 2 of this Article.

ARTICLE XVII
MANAGEMENT RIGHTS

Section 1. In recognition of the fact that the Committee has exclusive responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school system to the full extent authorized by law, the Committee and the Association agree that the Committee shall retain and reserve all its statutory rights, authority and obligations in the administration of the school department and the directions of its employees. All the functions, rights, and powers and authority which the Committee now has as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance, or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Association to be retained exclusively by the Committee, and the Committee may properly exercise the same at its discretion without such exercise being made the subject of a grievance, arbitration or unfair labor practice charge.

Section 2. As to all matters covered by this Agreement, the express provisions of the Agreement shall control in any case where a conflict may exist between such express provision and any policy, practice, procedure, custom or writing not incorporated in this Agreement. Further, the Committee retains the right to issue and enforce rules and regulations.

ARTICLE XVIII
MEMBERS' RIGHTS

Section 1. There will be no reprisals of any kind taken against any Employee by reason of his/her membership in the Association or participation in its activities.

Section 2. Employees will be entitled to full rights of citizenship, and no religious or political activities of any Employee or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such Employee.

ARTICLE XIX
INSURANCE

The Committee will provide a plan of group life, accidental death and dismemberment, and general or blanket hospital, surgical and medical insurance, as authorized under the provisions of G.L. Chapter 32B. The Committee will pay 75% of the premium and the Employee will pay 25% of the premium for the indemnity plan and for all HMO's. Dental insurance shall also be paid 75% by the Committee and 25% by the Employee.

The group health insurance plan shall be that provided by the Memorandum of Agreement pursuant to 801 CMR 52.04(4) by and between the Town of Canton and the Canton Public Employee Committee, as may be amended from time to time.

ARTICLE XX
SAVINGS CLAUSE

Section 1. The Committee and the Association agree to carry out the express commitments contained herein and give them full force and effect as contractual obligations.

Section 2. If any provision of this Agreement or application of this Agreement to any Employee or group of Employees shall be finally held to be contrary to state or federal law by the state Supreme Judicial Court or the U. S. Supreme Court, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

Section 3. If any provision of this Agreement requires legislative action by Town Meeting or by the state legislature to permit indemnification, said provision shall not become effective until the proper legislative body (bodies) have given approval.

ARTICLE XXI
AMENDMENTS

This Agreement constitutes the entire agreement between the parties and shall not be altered, amended or changed except by agreement of both parties which shall be reduced to writing and which shall be signed in a manner similar to this Agreement, and shall be appended hereto and become a part hereof.

The parties are agreed that the relations between them shall be governed by the terms of this Agreement. 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 representatives.

ARTICLE XXII
EFFECT OF AGREEMENT

It is mutually agreed that each party to this Agreement is bound by all Rules and Regulations of the School Committee in existence on the effective date of this Agreement, unless altered by any specific provision of this Agreement.

ARTICLE XXIII
PROFESSIONAL IMPROVEMENT

Section 1. Each year, up to four (4) Employees may attend the annual Massachusetts Secretarial Conference, on a rotating basis.

Section 2. It shall be determined by the bargaining unit who shall attend each year.

- Section 3. Employees attending said conference will be granted “professional leave” for the day and shall not have personal business, vacation, or sick leave days deducted as a result of attending said conference.
- Section 4. No more than one (1) Employee from any one site shall attend the conference each year.
- Section 5. Each member of the bargaining unit will be eligible to receive up to \$200 per year for professional development activities, provided that the particular activity for which compensation is sought is approved in advance by the Superintendent or her/his designee. This money may be used for workshops and seminars but not for tuition.

ARTICLE XXIV
DEDUCTIONS FOR DUES/VOLUNTARY AGENCY FEE

The Committee agrees to deduct from Employees' salaries money for Association dues, services and programs or any Agency Service Fee as said Employees individually and voluntarily authorize the Committee to deduct and to transmit the monies to the Treasurer of the Association. It is expressly understood that any deduction which an Employee may authorize the Committee to make from his/her earnings will be deducted in ten (10) equal installments or as close to equal as is practicable from paychecks received by said Employee during the year. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the implementation of this Article.

ARTICLE XXV
MATERNITY LEAVE

Employees may take a maternity leave of up to the 12 weeks allowed by FMLA. Employees may use accumulated sick leave and vacation time (for full-year Employees) while on maternity leave. Use of sick time will be limited to the period of disability (ordinarily the first 8 calendar weeks after the date of birth). Full-year Employees may access unused vacation for the portion of the leave not covered by sick leave.

ARTICLE XXVI
EARLY RETIREMENT INCENTIVE

Employees who are eligible to retire under G.L., c. 32 and have served a minimum of ten (10) years in the Canton Public Schools will, upon retirement under the Norfolk County Retirement Plan, receive a severance payment of \$3000 if they have given the Superintendent at least six (6) months' notice of their retirement.

ARTICLE XXVII
DURATION

- Section 1. This Agreement shall become effective July 1, 2018 and shall remain in effect until June 30, 2021, subject to Section 3 herein.

Section 2. Either party may give to the other written notice of intention to terminate or modify any part of or all of this Agreement no less than sixty (60) days prior to June 30, 20██. Upon receipt of such notice, the parties shall make mutually satisfactory arrangements to engage in good faith negotiations leading to a successor Agreement.

Section 3. All terms of this Agreement shall continue in full force and effect pending negotiations and settlement of any successor Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this ____ day of _____, 201█.

FOR THE COMMITTEE

CANTON SCHOOL COMMITTEE

Kristof Muloni
Signature Date 9/18/19

Signature Date

Signature Date

FOR THE ASSOCIATION

CANTON PUBLIC SCHOOLS' ADMINISTRATIVE ASSISTANTS' ASSOCIATION, AFSCME, COUNCIL 93, LOCAL 362, CANTON CHAPTER

Maureen L. Russo 9/13/19
Signature Date

Aime Murray 9/13/19
Signature Date

[Signature] 9/13/19
Signature Date

APPENDIX A

HOURLY RATE FOR ALL EMPLOYEES ##

<u>Effective</u>	<u>7/1/2018</u>	<u>7/1/2019</u>	<u>7/1/2020</u>
	2%	2%	2%
Step 1	22.05	22.49	22.94
Step 2	23.36	23.82	24.30
Step 3	24.77	25.27	25.77
Step 4	26.22	26.74	27.28
Step 5	27.81	28.37	28.94
Step 6	29.46	30.05	30.65
*Step 7	30.64	31.25	31.88

*After 15 years' service in the Canton Public Schools

LONGEVITY

SCHOOL-YEAR EMPLOYEES

FULL-YEAR EMPLOYEES

5 YEARS	\$735	\$825
10 YEARS	\$835	\$950
15 YEARS	\$955	\$1100
20 YEARS	\$1055	\$1225
25 YEARS	\$1105	\$1275
30 YEARS	\$1155	\$1325

Longevity will be paid in an annual lump sum no later than December 1, beginning in the sixth year of employment.

APPENDIX B

CANTON PUBLIC SCHOOLS

ANNUAL EMPLOYEE EVALUATION FORM FOR MEMBERS OF UNIT REPRESENTED
BY CANTON PUBLIC SCHOOLS' ADMINISTRATIVE ASSISTANTS' ASSOCIATION

Name of employee _____ Date _____

Job Title _____ Location _____

Name / Title of evaluator(s) _____

Number of years employed in present position _____ Present Step _____

Task/ Characteristic/ Responsibilities	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	SATISFACTORY	NOT APPLICABLE
--	-------------	--------------	----------------------	--------------	-------------------

1. Dependability
2. Punctuality
3. Initiative
4. Enthusiasm & Attitude
5. Interpersonal Relationships
6. Articulation
(Oral Communication)
7. Creativity
(Innovative approaches to problem-solving and task completion)
8. Accepts Responsibility
9. Follows Instructions
10. Completes Tasks Thoroughly and accurately
11. Completes Tasks on time
12. Accepts Constructive Criticism

EVALUATION SUMMARY

STATEMENT

1. Employee's strengths.

2. Employee's weaknesses.

COMPOSITE RATING:

_____ COMMENDABLE _____ SATISFACTORY _____ UNSATISFACTORY

I (we) _____ do _____ do not recommend this employee for rehire.

Signature of
evaluator(s) _____ Date _____

_____ Date _____

_____ Date _____

Signature of
employee _____ Date _____

(signature attests that employee has seen but does not necessarily agree with me evaluation)

Reviewed
by _____ Date _____

APPENDIX C

EVALUATORS FOR MEMBERS OF UNIT REPRESENTED BY THE
CANTON PUBLIC SCHOOLS' ADMINISTRATIVE ASSISTANTS' ASSOCIATION

<u>MEMBER</u>	<u>EVALUATOR</u>	<u>FIRST LEVEL ABOVE</u>
<u>EVALUATOR</u>		
Central Office Administrative Assistant	Sch. Bus. Adm.	Superintendent
Special Educ. Office Administrative Assistant	Dir. of Special Educ.	Superintendent
CHS Administrative Assistant to the Principal	CHS Principal	Sch. Bus. Adm.
CHS Guidance Administrative Assistant	Dir. of Guidance	CHS Principal
CHS School Year Administrative Assistant	CHS Asst. Principal	CHS Principal
CHS Library Clerk	CHS Librarian	CHS Principal
Data Processing Clerk	CHS Librarian	Sch. Bus. Adm.
GMS Office Administrative Assistants	GMS Asst. Principal	GMS Principal
GMS Guidance Clerk	Dir. of Guidance	GMS Principal
Elementary School Administrative Assistants	Elem. Sch. Principals	Sch. Bus. Adm.
Elementary School Library Clerks	Elem. Sch. Principals	Sch. Bus. Adm.
Administrative Assistant to Food Services Director	Food Service Director	Sch. Bus. Adm.

APPENDIX D

CHART TO REFLECT ARTICLE XIV (WORKING HOURS), ARTICLE XI (HOLIDAYS)
AND ARTICLE XII (VACATIONS)

Full-time school-year Administrative Assistants will be paid for the following:

Fewer than 15 years of service: 190 Work Days + 10 Paid Holidays + 10 Paid Vacation Days
= 210 Days

Completed 15 years of service: 190 Work Days + 10 Paid Holidays + 15 Paid Vacation Days
= 215 Days

Full-time school-year Library Aides will be paid for the following:

Fewer than 15 years of service: 180 Work Days + 10 Paid Holidays + 10 Paid Vacation Days
= 200 Days

Completed 15 years of service: 180 Work Days + 10 Paid Holidays + 15 Paid Vacation Days
= 205 Days

Rb/Canton/AdA-18-01 negs/19-09-06-Contract-AdAsst 2018-2021-for sig