

AGREEMENT

between the

CANTON SCHOOL COMMITTEE

and the

**CANTON EDUCATORS ASSOCIATION
UNIT E**

SEPTEMBER 1, 2022 - AUGUST 31, 2025

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Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, this Agreement is made and entered into by and between the Canton School Committee, hereinafter referred to as the "Committee, School District or District" and the Canton Educators Association, hereinafter referred to as the "Association" or "CEA.")

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Canton and that good morale within the Education Support Professionals unit of Canton is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

- a. Under the laws of Massachusetts, the Committee, elected by the citizens of Canton, has the final responsibility for establishing the educational policies of the public schools of Canton;
- b. The Superintendent of Schools of Canton (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established;
- c. The Education Support Professionals of the public schools of Canton have the responsibility for providing high quality support for instruction and for students, consistent with their roles;
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between and among the Committee, the Superintendent, and Education Support Professionals in the formulation and application of policies relating to hours, wages, and other conditions of employment for education support professionals; and so
- e. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 1 **RECOGNITION**

The Committee recognizes the Association as the exclusive representative of the bargaining unit for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of any collective bargaining agreements. The unit consists of the following employees: all full-time and part-time educational assistants, certified occupational therapist assistants (COTAs), school aides, speech and language assistants, Applied Behavioral Analysis Tutors (ABA Tutors) and Athletic Trainer, but excluding all managerial, confidential and casual employees and all other persons employed by the Committee. All employees within the unit are hereinafter referred to as "Unit Employees" or "Employees."

ARTICLE 2
MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, or the decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States.

During the term of this Agreement, except as provided otherwise herein, the determination and administration of education policy, the operations of the schools and the direction of the staff are vested exclusively in the School Committee. However, should the School Committee contemplate a substantial change of policy not covered by this Agreement, which affects the wages, hours, and other conditions of employment of the employees covered by this Agreement, then the School Committee shall notify the Association regarding said change and shall meet to negotiate concerning said change. Nothing herein shall be construed to require the School Committee to submit to arbitration, as provided by this Agreement, any matter so discussed.

ARTICLE 3
NO STRIKES OR LOCKOUTS

- A. Neither the Association, nor any Association officer, representative or employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown, withholding of services by Employees, or any other direct or indirect interference with the operation of the District during the life of this Agreement.
- B. Should any of its members engage in any of the practices set forth above, the Association shall immediately in writing order such members to return to work and immediately cease such practices. The School District shall receive a copy of this written notice. The Association agrees to use its best efforts to ensure that any such violation cease and that work be fully resumed.
- C. The District agrees that it will not conduct a lockout of Employees.
- D. Employees who participate in any such acts may be disciplined or discharged without recourse to arbitration, provided, however, that only the question of their participation shall itself be subject to the grievance and arbitration procedure.

ARTICLE 4
GRIEVANCE PROCEDURE

- A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth. If a grievance affects a group or a class of Employees, the Association may commence a grievance on behalf of such a group or class at Level 2

by submitting the grievance in writing to the School Business Administrator or Superintendent. Said grievance shall describe the group or class of Employees affected.

- B. All grievances filed at Step 1 and 2 of the grievance arbitration procedure shall specify:
1. the particular contract article and section alleged to have been violated;
 2. the facts supporting each alleged violation in reasonable detail;
 3. the date each act or omission violating the Agreement is alleged to have occurred; and
 4. the remedy sought for each alleged contract violation.
- C. The Steps of the Grievance procedure shall be as follows:

STEP 1:

The Employee shall submit his/her grievance in writing within 20 business days of the occurrence giving rise to the grievance. All Education Assistants and School Aides shall submit such grievance to the Principal. All ABA Tutors, COTAs, and Speech Language Assistants shall submit such grievance to the Director of Student Services. Within 5 business days of the filing of the grievance, the Principal or the Director of Student Services (or their respective designees) shall meet with the aggrieved Employee. If the aggrieved Employee requests, an Association representative shall be given an opportunity to be present. The Principal or the Director of Student Services (or their respective designees) shall provide a decision in writing within 5 business days of the conclusion of such meeting.

STEP 2:

If the grievance is not settled at Step 1, the Employee and/or the Association may appeal it by giving written notice of such appeal to the Superintendent within 10 business days after receipt of the Principal's or Director of Student Services' written answer at Step 1. The Superintendent shall meet with the Association representative within 5 business days after receipt of the Step 1 written answer at a time to be fixed by the Superintendent. The Superintendent shall give his/her written answer to the grievance within 5 business days after the meeting with the Association.

STEP 3:

If the grievance is not settled at Step 2, the Employee and/or the Association may appeal it by giving written notice of such appeal to the School Committee within 10 business days after receipt of the Superintendent's written answer at Step 2. The School Committee will hear the grievance no later than the second regularly scheduled School

Committee meeting after receiving the grievance and shall respond to the grievance within five (5) business days after the Step 3 hearing.

- D. If, in the judgment of the Association, a grievance affects a group or class of Employees, the Association may submit such grievance in writing to the School Business Administrator or Superintendent, and the processing of the grievance will commence at Step 2.
- E. Decisions rendered at all steps of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties of interest.
- F. All documents and records dealing with the processing of a grievance will be filed separately from the personnel files of the Employee.
- G. The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the District fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Employee and/or the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Employee and /or of Association at any step to process according to the time limits set forth herein shall mean that the Employee and the Association have waived the grievance and the right to proceed further.
- H. Arbitration.
 - 1. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then the Association may file a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within 25 business days of the District's answer in Step 3.
 - 2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant.
 - 3. The following matters shall not be subject to grievance arbitration under this Agreement:
 - a. any matter involving the exercise of discretion accorded management under this agreement;
 - b. disputes over alleged unlawful discrimination; and

- c. any incident which occurred or failed to occur prior to the effective date of this Agreement.

ARTICLE 5
GROUP INSURANCE

The Town will provide 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 Town 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.

Effective July 1, 2019, co-pays for the PPO and the HMO shall be as follows:

Office visits:	\$20/\$50 (PCP/Specialists)
Emergency Room Co-Pay:	\$100
Hospital Admissions:	\$500
Outpatient Surgery:	\$250
High Tech Imaging:	\$100
Prescriptions:	\$15/\$30/\$65 retail; \$25/\$75/\$165 for 90-day mail order
Calendar Yr Deductible	\$500 Individual; \$1,000 Family Cap
Medex Prescriptions:	\$15/\$30/\$50 retail; \$30/\$60/\$100 for 90-day mail order

ARTICLE 6
REGULAR WORK YEAR/PAYMENT METHOD

- A. Educational assistants, school aides, ABA Tutors, COTAs, speech and language assistants, and the Athletic Trainer will have the option of having their pay earned during the regular school year/day (including orientation and vacation days if applicable) distributed over twenty-one (21) or twenty-six (26) substantially equal pay checks beginning with the first regular payroll in September. Approved mileage will be paid at the IRS rate as determined by the Town.
- B. The regular work year for educational assistants, ABA Tutors, COTAs, and speech and language assistants, will consist of 180 student days, one orientation day prior to the start of the student school year, and one professional development day to be scheduled on the first professional development day for teachers, for a total of 182 days.** The regular work year for school aides shall be 180.

*** As the first professional development day has already taken place for 2022-23, the additional day will become effective with the 2023-24 school year.*

- C. In lieu of providing the Association the opportunity to meet with unit members hired midyear for 30 minutes within 10 calendar days of hire (as provided by M.G.L. c. 150E, Sec. 5), the District will schedule a time for such a meeting at least quarterly. The Superintendent or designee will notify the Association president by August 15 of the quarterly meeting dates, with the understanding that a scheduled meeting will be cancelled in the event there have been no new hires since the preceding meeting.
- D. The school year for bargaining unit members, other than new personnel who may be required to attend additional orientation sessions, will begin no earlier than September 1 (unless there is mutual agreement to begin earlier) and terminate no later than June 30, provided that, in the event the Committee proposes an earlier start date, the Association shall include Unit E members in any vote to address such proposal.
- E. The Athletic Trainer will be paid at an annual rate set forth in Appendix A. Such rate is based upon an expectation of approximately 1300 hours to be worked per year. The Athletic Director will assign work days and work hours, which will typically take place outside of the student school day and/or school year and may include weekends and holidays when necessary for coverage of athletic practices or events. The Athletic Director will endeavor to arrange hours to accommodate the need of the Athletic Trainer for personal time off for reasons such as illness so long as consistent with workload and district needs, provided that the Athletic Trainer's pay will be reduced in the event the need for time off exceeds that which can reasonably be accommodated in the schedule based upon workload and district needs.

On occasion, with authorization from the Athletic Director, the Athletic Trainer may be required to work over forty (40) hours during a particular week in order to cover athletic practices or events. In such circumstances the Athletic Trainer will receive overtime pay (at time and one half) for time worked over forty (40) hours during that week.

ARTICLE 7 WORK DAY

- A. Full-time educational assistants and school aides shall work six and a half (6.5) hour days. Full-time speech and language assistants and COTAs shall work seven (7) hour days, with the last 30 minutes of the day to be used for preparation, consultation with other staff, and at the option of the COTA/SLPA attendance at faculty meetings.
- B. ABA Tutors: Full-time ABA Tutors shall work six and a half (6.5) hours per day. All ABA Tutor hours are subject to adjustment due to students entering and leaving the program throughout the year. Any reduction in weekly/daily hours resulting from such adjustments will be subject to the layoff provisions in Article 12 (Reduction in Force).

ABA Tutors assigned to work on a 1:1 basis with a particular student during the regular school day are expected to report for work even when the student is absent. In doing so, the ABA Tutor will report to the Board Certified Behavior Analyst (BCBA) or the Team Chair, who will consult with the Building Principal if deemed appropriate, to determine

the Tutor's alternative assignment. Such assignment may include serving as an ABA tutor, educational assistant or school aide, or substituting for a teacher. If the ABA Tutor is assigned to substitute for a teacher, the provisions of Article 23 (Substitute Pay) of this Agreement will apply.

- C. The rate of compensation for any extra time beyond the work day set forth above shall be based on the employee's hourly rate. All educational assistants, ABA tutors and COTA/SLPAs are authorized to remain beyond their regular work day for the purpose of attending the first faculty meeting of each month, provided that such attendance is at the option of the employee.—
- D. On early release days, there will be no fewer than thirty (30) minutes after the end of the instructional day before the commencement of meetings or professional development work. If said professional development is held at another building, affected staff shall be afforded no fewer than fifteen (15) minutes of travel time in addition to the thirty (30) minutes above.
- E. Employees will have a duty-free lunch period as determined by the respective principals of at least the following lengths:
 - 1. Elementary School 25 minutes
 - 2. William H. Galvin Middle School 23 minutes
 - 3. Senior High School 23 minutes
 - 4. Preschool 30 minutes

ARTICLE 8 SALARY

See attached restructured Salary Schedule in Appendix A, which includes the components listed below.

- Pay for designated nonwork days (i.e., holidays and vacation) in the 2019-2021 contract and 2021-2022 Memorandum of Agreement is incorporated into the schedule.
- Adds a new Superstep 10 at 4% for each category of employees. Movement from Steps 1 through 5 is based on one year of service for each step. (Eliminates multiple years of service for Steps 1-5)
- Across board increase:
 - September 1, 2022: 17%*
 - September 1, 2023: 3%
 - September 1, 2024: 3%
- New hourly rate of \$50 and 1300 hours for Athletic Trainer effective September 1, 2022, with 3% increase on September 1, 2023 and September 1, 2024.

**As the restructured salary schedules will be effective September 1, 2022, retroactive payments will be reduced by the amounts already paid for nonwork days from September 1, 2022 through the date of ratification.*

See Appendix A for wage rates for each occupational title.

ARTICLE 9
EXTENDED DAY/YEAR FOR ABA TUTORS

Extended Day Services: Hours beyond the regular school day to provide for home-based services will be assigned to ABA Tutors based upon student participation and needs. It is anticipated that each ABA Tutor will be required to provide approximately three (3) hours of home-based services per week. ABA Tutors will receive time and one-half his/her regularly hourly rate for all hours worked over forty (40) during any week.

- A. Payment. Each ABA Tutor will be paid for hours worked beyond the regular school day (e.g., in providing home-based services) based upon the ABA Tutor's submission of time sheets. The amount in each paycheck attributable to such time sheets will be reflected in an itemized line. It is understood that when making a home visit, the ABA Tutor will submit the time spent in providing the scheduled service, plus one-half (0.5) hour designated as travel and preparation time. In addition, the ABA Tutor will receive reimbursement for mileage submitted if the ABA Tutor is required to travel outside of Canton.
- B. Scheduling of Home-Based Services. ABA-Tutors will generally be responsible for scheduling appointments with parents to provide home-based services for the students assigned to them and for recording such appointments on a master schedule. The ABA-Tutor is responsible for keeping the master schedule updated, including recording any changes in appointment times as soon as is practical. Any schedule established and/or changed is subject to the review and approval of the Director of Student Services or his/her designee.

In event the student becomes unavailable at the scheduled time, the following will apply:

1. If a student is absent during the regular school day due to illness or the ABA Tutor otherwise receives notice on the day of a scheduled appointment that the student will be unavailable for home services that day, the ABA Tutor will have the option of seeking and performing an alternative assignment during the previously scheduled period and thus receiving pay for that time.
2. If a parent contacts the ABA Tutor at least one day in advance to change a scheduled appointment, the Tutor will make a reasonable effort to reschedule. If the Tutor is unable to reschedule within a reasonable time frame, the Tutor will have the option of seeking and performing an alternative assignment during the originally scheduled period and thus receiving pay for that time.

3. If an ABA Tutor has no reasonable basis for knowing that the student will be unavailable for a previously scheduled appointment and travels to the student's home only to find the student unavailable, the ABA Tutor is permitted to record on his/her time sheet the length of the scheduled visit (along with the one-half (0.5) hour travel/preparation time) and will receive pay therefore without seeking an alternative assignment for that time period.

Adjustments to Hours for Extended Day Services: All ABA Tutor hours for extended day or extended year services are subject to adjustment due to students entering and leaving the program and/or adjustments to Individual Educational Plans throughout the year. Any reduction in hours resulting from such adjustments will not be subject to the layoff provisions in Article 11 (Reduction in Force).

Extended Year Services: Hours beyond the regular school year may be assigned to ABA tutors to provide services during summer or school breaks, based upon student participation and needs. ABA Tutors will be notified of anticipated hours to be assigned for the summer as soon as possible following the determination of student participation and needs and in most circumstances no later than May 1. All ABA Tutor hours are subject to adjustment due to students entering and leaving the program and changes to Student Individual Education Plans. Payment for hours worked during the summer or school breaks will be based upon the ABA Tutor's submission of time sheets. The amount in each paycheck attributable to such time sheets will be reflected in an itemized line.

Adjustments to Summer Hours: All ABA Tutor hours for extended year services are subject to adjustment due to students entering and leaving the program and/or adjustments to Individual Educational Plans. In the event of a reduction of hours following a summer assignment, the employer will first seek volunteers for such reduction. Absent volunteers, the reduction will be made based upon the factors set forth in the layoff provisions in Article 11 (Reduction in Force).

ARTICLE 10 LONGEVITY

The following longevity payments will be made annually to educational assistants, school aides, COTAs, speech and language assistants and ABA Tutors:

	<u>9/1/22</u>
After 5 years of continuous service -	\$1,350
After 10 years of continuous service -	\$1,500
After 15 years of continuous service -	\$1,650
After 20 years of continuous service -	\$1,800

Longevity payments will be prorated for those who work less than full-time. Longevity payments will be made in a lump sum no later than November 30.

For the purposes of longevity "years of continuous service" shall be defined as any or all continuous service within the bargaining unit, provided that the Superintendent shall have

the discretion to grant credit for other service within the District that the Superintendent deems relevant. All leaves during otherwise continuous service shall not be considered a break in service. However, employees on unpaid leave for more than 45 days during any school year will not receive credit for the purpose of accruing longevity.

The Superintendent or designee is responsible for tracking longevity eligibility for members of the bargaining unit. On or before the first workday for each school year the Superintendent or designee will inform such eligible members of the amount they will receive and the date on which they can expect to receive the longevity payment.

ARTICLE 11 **REDUCTION IN FORCE**

- A. **Layoff.** Subject to the provisions of this Agreement, the Committee retains the right to determine the number of bargaining unit positions which are needed in the school system. In the event of a layoff within a classification that may affect an Employee who has attained the status of completing three (3) consecutive years of employment as set forth in Article 12, the Superintendent or designee shall consider professional training, experience, performance of each Employee within the classification as applied to the needs of the system. If these factors are substantially equal, seniority shall control, i.e., the last person hired within classification would be the first person laid off. Classification is defined as educational assistant, school aide, COTA, speech and language assistant, ABA Tutor, and Athletic Trainer. Seniority is defined as the length of continuous, full-time service in the Canton Public Schools from the first day of the Employee's appointment by the Superintendent, provided that part time Employees shall be given credit for service for the purpose of seniority on a pro rata basis (i.e., a .5 FTE Employee will earn .5 years of seniority for each year of employment).
- B. **Recall.** Employees who have attained the status of completing three (3) consecutive years of employment as set forth in Article 12 and who are on layoff because of Reduction in Force shall be on a recall list for the first sixteen (16) months of layoff and shall, if qualified, have preference over new applicants for any new position or vacancy in the bargaining unit that the Committee is going to fill and for which they are qualified. In making a decision as to which of two or more qualified Employees on the recall list will be first recalled, the Superintendent will recall Employees within classification in the inverse order of layoff. Employees shall receive notice of recall via certified mail at their last address of record. The failure of an Employee to accept the assignment within 15 school days of the postmark of notification thereof shall automatically remove that Employee from the recall list and terminate all recall rights, provided that the Employee has the option of declining a position that represents a reduction in hours and/or pay without forfeiting his/her place on the recall list, so long as submitted in writing within the 15 school day period.

ARTICLE 12
YEARLY NOTIFICATION

- A. All Employees will serve an initial 90-day probationary period during which they may be dismissed with or without good cause. Subsequently, during periods of any annual appointment, the Employee may be dismissed only for good cause or layoff, provided that such actions are subject to the grievance process through Level III, but not Arbitration. Employees are subject to annual appointment for the first three (3) years of their employment, with notice to be provided in writing by July 1 whenever the Employee is not to be employed for the next school year. After completing three (3) consecutive years of employment, the Employee's appointment will continue, subject only to dismissal for good cause or layoff pursuant to Article 11.
- B. By August 15 prior to any school year, Employees shall receive written notification of any change in assignment and/or work location effective for the following school year with the understanding that the assignment is subject to change at any time to meet the needs of the district.
- C. Upon employment, an Employee will be informed of his/her assignment, work location and rate of pay in writing, a copy of which will be provided to the Association.

ARTICLE 13
PROFESSIONAL DEVELOPMENT

The opportunity to attend applicable Professional Development programs shall be determined by the respective Building Principal. Employees with at least three (3) years of service in the Canton Public Schools shall be furnished with one (1) full day's professional development, which shall be provided at the Committee's expense. Employees shall receive their regular hourly pay while attending the professional development. It shall be relevant to the Employee's position. Nothing in this paragraph shall prohibit the Superintendent from providing an Employee with fewer than three (3) years of experience a day of professional development at the Committee's expense. Any decision to provide for such participation shall be at the sole discretion of the Superintendent.

The Committee will provide up to \$350 per year for each Employee to an aggregate cap for the entire bargaining unit of \$5,000 to be used for courses, conferences, workshops, or seminars that have been preapproved by the Assistant Superintendent for Student Services. The Employee shall furnish the Committee with proof of completion.

ARTICLE 14
SICK LEAVE POLICY

- A. All regularly appointed educational assistants, COTAs, speech and language assistants, and ABA Tutors shall receive 15 sick days per year. School aides shall continue to receive 12 days per year. The days will accrue at the start of the school year, provided that such days will be accrued on a prorated, monthly basis during the initial probation

period and, further, shall be prorated for Employees who begin work after the first day of the school year. All Employees will be allowed the use of ten (10) days annually for the purpose of caring for immediate family (defined as spouse, parent, child or relative living with the Employee) to be taken from accrued personal sick leave.

- B. The number of sick days that may be accrued is unlimited.
- C. An Employee, after being out sick more than five consecutive work days must submit a written statement from a physician affirming that personal ill health makes extended absence necessary. The School Department may require physical examinations by a physician of its own choosing in cases of habitual absenteeism. Said examination shall be paid for by the Committee.
- D. As the Athletic Trainer does not receive paid time off, the Athletic Trainer is excluded from the definition of "Employee" in this article.

ARTICLE 15
SICK LEAVE BUY-BACK

If an educational assistant or school aide who has completed ten (10) years of service retires from the Canton Public Schools and is accepted into the Norfolk County Retirement Plan, he/she may buy back his/her unused accumulated sick leave at the rate of \$40 per day for every unused sick day above eighty (80) to a maximum of \$4,000.

ARTICLE 16
SICK LEAVE BANK

A. Introductory Statement

A Sick Leave Bank shall be established whereby all employees who have gained continuing employment rights in according with the provisions of Article 13 members shall receive additional sick leave upon exhaustion of their own earned and accrued sick leave.

B. Eligibility for Membership

1. All members of the bargaining unit who have gained continuing employment rights under Article 12 are eligible to participate in the Sick Leave Bank.
2. At the commencement of the bank, each eligible employee who wishes to participate must contribute one day of sick leave to the bank, said contribution to be demonstrated by submitting a signed form to the bank committee on or before September 1, 2022 or if the successor contract is not ratified by that date, no later than 30 calendar days following ratification. Only those employees who so contribute shall be eligible for a grant from the Sick Leave Bank.

3. As employees become eligible to participate in the Sick Leave Bank (i.e., by attaining continuing employment rights under Article 12), the employee may join the sick leave bank by submitting the signed form within ten (10) school days after starting their fourth year of employment with the District.

C. Replenishing the Bank

Following the initial commencement and support of the bank (see Section 2b and 2c above), 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 thirty (30) days. On such occasion, the bank committee shall notify employees that they must contribute one day of sick leave to the bank to maintain membership. In addition, employees 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.

D. Administration of the Bank

1. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.
2. The Sick Leave Bank Committee shall be comprised of four (4) members; two (2) designated by the Association and two (2) designated by the Committee.
3. Decisions of the Sick Leave Bank Committee shall be final and binding and shall not be subject to appeal or to the grievance and arbitration procedure.

E. Provisions for Benefit Payment

1. The Sick Leave Bank will be used only when the employee is prevented from working because of a serious sickness or injury of the employee 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. To be eligible for Sick Bank days, the applicant must have accumulated at the beginning of the prolonged illness at least twenty (20) percent of the maximum accumulated sick leave available to the employee since the commencement of his/her employment. The Bank Committee may consider exceptions to this requirement under unusual circumstances.
2. 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.
3. In the event the 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.

4. Applications for benefits must be accompanied by certification of illness or injury from a physician.
5. The criteria for any grant of benefits from the Sick Leave Bank are as follows:
 - (1) adequate medical evidence of serious illness or injury.
 - (2) prior utilization of sick leave.
6. The maximum number of days a member may use from the Sick Leave Bank annually are:

4-10 years' service	60 days
over 10 years' service	90 days
7. Approval by a majority of the Sick Leave Bank Committee is necessary for any grant.

ARTICLE 17
LEAVES

A. PERSONAL BUSINESS DAYS

Three (3) days per year for educational assistants, school aides, COTAs, speech and language assistants, and ABA Tutors may be used for personal matters requiring absence during regular school hours. These days are not cumulative. Application for these days must be made in writing to the respective Building Principal at least three (3) days before the taking of such leave, except in case of emergency. At the close of each school year, the unused personal days shall be added to that Employee's sick leave accumulation. The building administrator shall have the right to limit the number of requests granted for a particular date.

As the Athletic Trainer does not receive paid time off, the Athletic Trainer is excluded from the definition of "Employee" in this article.

B. BEREAVEMENT

Unit Employees shall receive bereavement leave as follows: In case of death during the work year of any member of an Employee's family (grandparent, 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) work days. In case of death during the work year of an Employee's spouse, parent, child or relative living with the family, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) work days. In case of death during the work year of an Employee's nephew, niece, aunt, uncle or other relative not mentioned elsewhere in this Article, one (1) day's leave without loss of

pay or accumulated sick leave shall be granted on the day of the funeral. In addition, the employer shall provide up to five (5) paid days of leave, independent of other paid leave for the purposes of bereavement in the event of a miscarriage.

The Superintendent shall have the discretion to grant requests for bereavement leave for (a) family members not identified above based upon individual relationships and circumstances and (b) step-members of the family relationships identified above. In both instances, a request shall not be unreasonably denied.

As the Athletic Trainer does not receive paid time off, the Athletic Trainer is excluded from the definition of "Employee" in this article.

C. RELIGIOUS LEAVE

Each member shall be allowed up to two (2) days of leave with pay during each school year for observance of religious days when the tenets of that member's religion require abstinence from work on those days. Such leave is contingent upon that member having unused sick leave or personal leave which can be so charged. At least one (1) week's notice must be given to the building principal by the member prior to the taking of this leave.

D. PARENTAL LEAVE. *Applicable only to leaves that begin on or after start of the 2023-24 school year.*

1. All employees who have completed three consecutive months of employment with the District are eligible for leave as provided in this section. An employee who wishes to take leave under this section shall inform the Superintendent in writing on a designated form of the anticipated date of departure at least eight (8) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than eight (8) weeks in advance, the notice date will be adjusted accordingly.) At the time of the notification, the employee will select one of the two (2) options set forth below, to the extent eligible. All leaves taken under this Article shall run concurrently with any leave entitlements the employee may have under the Massachusetts Parental Leave Act at M.G.L. Chapter 149, Section 105D (MPLA) and the Family Medical Leave Act (FMLA).

Option A – Up to Twelve Consecutive Work Weeks of Leave following Birth or Adoption. This leave will be unpaid except as provided below:

- i. An employee who is giving birth will receive twenty (20) days of paid time independent of their own accumulated paid sick time. In addition, the employee may use her own accumulated sick time to cover days during the school year when she is medically incapacitated from working in her position. An employee who gives birth is presumed to be medically incapacitated from working for twelve (12) weeks immediately following the birth. The Superintendent may require an employee to submit

adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth.

- ii. Employees who are adopting or otherwise taking maternity/paternity leave without giving birth will receive twenty (20) days of paid time independent of their own accumulated paid sick time. In order to allow “stacking” of leave in relation to a partner who gave birth, employees under this section will have up to twenty-four (24) workweeks following the birth/adoption to use their leave under this section.

Option B – Extended Leave for employees who have gained continuing employment rights under Article 12. The twelve consecutive weeks as provided in Option A will be followed by unpaid extended leave through the end of the school year in which approved Option A Leave concludes, except that employees assigned to the elementary level may choose to return the day after the winter break and employees assigned to the middle and high school level may choose to return the day after the semester break within such school year.

2. At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified in accordance with Option A or B above. An employee on Extended Leave under Option B who is scheduled to return at the beginning of the following school year, must notify the Superintendent by March 1 of his/her intent to return to work as scheduled. An employee on Extended Leave under Option B who is scheduled to return after the winter break or after the semester break must notify the Superintendent of his/her intent to return to work as scheduled thirty (30) calendar days in advance. A failure to provide the required notice shall be deemed a voluntary resignation not subject to the grievance procedure. Further, a failure of an employee on leave under Option A or B to return on the date specified at the beginning of the leave shall be deemed a voluntary resignation not subject to the grievance procedure, unless the failure to return is due to the employee’s own medical incapacity as documented by adequate medical certification.
3. An employee returning from parental leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. As described further below, an employee does not accrue sick time, longevity credit, credit for placement on the salary schedule for any period during which the employee is on unpaid leave of absence. In order to access extended leave for subsequent births or adoption, the employee must return to active service for at least one full school year prior to becoming eligible for additional Extended Leave under Option B.
 - a. Sick Time: Taking unpaid leave during a particular school year will result in a reduction in the accrual of the 15 (or 12 as applicable) days of annual paid sick time under Article 14 on a prorated basis, calculated

using a 180-day school year. (For example, if an employee is on unpaid leave for the whole school year, no paid sick days will be accrued during that year. If the employee takes 45 days of unpaid leave during a school year, the accrual will be reduced by 25%.)

- b. Longevity: Employees on unpaid leave for more than 45 days during any school year will not receive credit for that year for the purpose of accruing longevity under Article 10.
 - c. Steps on Salary Schedule: Employees who are on leave of absence without pay for more than 90 school days for parental leave in a school year shall not receive credit for that year for the purpose of movement on the steps of the salary schedule.
 - d. Continuing Status/seniority: In the event an employee misses more than 20 days of work in a school year (whether paid or unpaid) the year shall not count for the purposes of earning continuing employment rights under Article 12. Further, the year shall not count for the purpose of earning seniority.
4. Nothing in this section prevents the employer's non-reappointment of an employee who has not gained continuing employment rights under Article 12 or dismissal or lay off of an employee with or without continuing employment rights to the extent such nonappointment, dismissal, or lay off is otherwise applicable.

E. MILITARY LEAVE

1. The number of school days specified by Massachusetts State Law will be allowed for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
2. General Laws Chapter 33, Section 59, as adopted by the Canton Town Meeting of March 13, 1967, shall determine pay for military leaves of absence. Any person in the service of the Commonwealth, or a county, city or town which by vote of its county commissioners or city councilor its inhabitants at a town meeting accepts this section, or has accepted similar provisions of earlier laws, shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under section 38, 40, 41, 42, 60, or during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee or official of the Commonwealth or of such county, city or town and shall be entitled to the same leaves of absence or vacation with pay given to other like employees or officials. Any person taking military leave during a period when school is in session, must furnish a written

statement from his or her commanding officer which states that said leave could not possibly be taken at a time when school was not in session.

3. The sole forum for review of this provision shall be an administrative agency or court with proper jurisdiction.

ARTICLE 18
EVALUATION INSTRUMENT AND PROCEDURES

- A. The Evaluation Instrument is attached to this Agreement as Appendix B. The building principal or his/her designee is the primary evaluator for the educational assistants and school aides assigned to his/her building. The principal or designee shall have a mid-year conference with each Employee in his/her building. The principal shall also provide a final written evaluation to each Employee by June 1 of the school year.
- B. The Athletic Director will evaluate the Athletic Trainer using a mutually agreed upon evaluation instrument.
- C. If as a result of a member's evaluation the administration determines that the Employee's performance is less than satisfactory, the Employee shall be given assistance by the Administrator to improve his/her performance to a satisfactory level. If the Employee's performance has not improved within a reasonable amount of time, the principal, at his/her own discretion, may terminate or transfer the Employee, with the approval of the Superintendent.
- D. Salary increases will be based upon an annual evaluation rating of "Exemplary," "Proficient," or "Developing."

ARTICLE 19
VACANCIES

All bargaining unit vacancies shall be posted on the district's conference and emailed to all unit Employees (on email which may include other district employees) no less than five (5) business days prior to any appointment.

ARTICLE 20
DEDUCTION OF DUES OR AGENCY SERVICE FEE

- A. The Committee agrees to deduct from employees' salaries money for NEA and/or MTA services and programs or Agency Service Fee as said employees individually and voluntarily authorize the Committee to deduct and to transmit the monies in biweekly installments prior to March 15 to the Treasurer of the Association. It is expressly understood that any deduction which a teacher 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 Committee shall cause to be issued one (1) check to the Canton Educators Association for

the total of all deductions each pay period and shall provide the Association with an itemized list containing each employee's name, and amount deducted. An appropriate deduction form shall be supplied by the Association.

- B. 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 21 HEALTH AND SAFETY

The Committee shall provide a safe and healthful working environment. Two members of Unit E selected by the CTA will serve on the Health Advisory Committee as set forth in the Unit A contract at Article XXXI.

Employees shall not be required to drive pupils.

ARTICLE 22 MEMBERS RIGHTS

- A. There shall be no discrimination, interference, restraint or coercion by the Committee, the Association, or their respective agents against any Employee because of membership or non-membership in the Association. No one shall be required to become a member or remain a member of the Association as a condition of employment in the Canton Public Schools.
- B. 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.
- C. Employees will be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such employee.
- D. The sole forum for review of the provisions in this article shall be an administrative agency or court with proper jurisdiction.

ARTICLE 23 SUBSTITUTE PAY

An employee who is assigned to substitute for a teacher for more than 30 consecutive minutes shall receive, in addition to the employee's regular compensation, "substitute pay" of \$10 per hour. An educational assistant who is assigned to substitute for an ABA Tutor for more than 30 consecutive minutes shall receive, in addition to the employee's regular compensation, "substitute pay" of \$5 per hour. *[For example, an employee who is assigned to a substitute for a teacher for 30 minutes will receive no extra sub pay, for just over 30 minutes will receive \$5, and for 45 minutes will receive \$7.50.]*

If an employee applies and is selected to serve as a long-term substitute (“LTS”) teacher during any school year, they will be compensated at the rate established by the School Committee for long term substitutes, effective the first day of such assignment. During assignment as a long-term substitute teacher, the employee shall continue to be entitled to all rights, privileges and benefits of this Collective Bargaining Agreement. They shall continue to receive benefits and accrue seniority during an LTS assignment and shall be entitled to return to the position they held prior to the LTS assignment once the LTS assignment is complete.

ARTICLE 24
NEGOTIATION PROCEDURE

- A. Not later than November 30 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 in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning employees' wages, hours and other conditions of their employment. Such negotiations will include, but not be limited to, the items listed in the table of contents of this Agreement. Any agreement so negotiated will apply to all bargaining unit positions, unless otherwise provided by the agreement or past practice, and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association, if requested, all pertinent records of the school system except those that are confidential. Either party, if it so desires, may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described herein have reached an impasse, the procedure described in Chapter 150E of the General Laws of Massachusetts will be applicable.
- D. All negotiation meetings will be scheduled after school hours.

ARTICLE 25
DIVERSITY, EQUITY AND INCLUSION

The CEA shall have the opportunity to appoint a member of Unit E to serve on the Hiring Subcommittee of the District’s Core Equity Team.

ARTICLE 26
PROTECTION

- A. Employees will immediately report all cases of assault suffered by them in connection with their employment to the principal and Superintendent or his/her

designee, in writing, using a form provided by the District. The Superintendent or designee will:

1. Keep a record of such reports, to be available for review, to the extent provided by laws governing the confidentiality of students and employees;
 2. Take steps to reduce likelihood of recurrence, which may include convening one or more meetings if deemed appropriate by the Superintendent or designee;
 3. In the event of an employee injury, ensure that necessary steps are followed under the laws governing workers compensation.
- B. The Superintendent will comply with any reasonable request from the employee for records relating to the incident or the persons involved, subject to the provisions of applicable law, including but not limited to the Family Education Rights Privacy Act (FERPA) and the Individuals with Disabilities in Education Act (IDEA).
- C. The Committee agrees to provide indemnification for employees covered by this Agreement as required by Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 27 **ENTIRE AGREEMENT**

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 28 **STABILITY OF AGREEMENT**

- A. No amendment of this Agreement shall bind the parties hereto unless executed in writing and signed by both parties.
- B. The failure of the Committee or the Association to insist, in any one or more instances, upon performance of any term or condition of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Committee or of the Association to future performance of any such term or condition, and the obligations of the Association or of the Committee to such future performance shall continue in full force and effect.

- C. Should any provision of this Agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof.

ARTICLE 29
PERSONNEL FILES

- A. Unit Employees will have the right, upon request, to view the contents of their personnel files accompanied by an Association representative at the Employee's option and by another staff member at the option of the administration.
- B. An Employee will have the right to notice of any disciplinary letters or written complaints regarding performance or conduct which will be placed in his/her personnel file and shall have the right to submit, for inclusion in the file, a written answer to such letter or complaint. The answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 30
SENIORITY LIST

Not later than the last business day of September of each school year, the employer shall electronically send an updated copy of the seniority list to the President of the Canton Educators Association for distribution to unit members. The seniority list shall include the name, job title, assigned building, and date of hire for each Employee.

If an Employee thinks there is an error in the list, the Employee shall have until the last business day of October to report the error in writing the School Business Administrator. If the employer makes changes to the list following consideration of such input, it shall be resent to the CEA President not later than the last business day of November.

ARTICLE 31
DURATION

This Agreement shall become effective as of the date of ratification unless otherwise noted by both parties and shall expire on August 31, 2025.

FOR THE COMMITTEE

Mendall O'Halloran

Date: 6/28/2023

FOR THE ASSOCIATION

Lauren Moran, President

Date: June 13, 2023

Canton/ed asst-21-08-neg/23-05-25-CBA Unit E-2022-2025-sig

APPENDIX A

Educational Assistants		6.5 Hours/Day			
FY23					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 24.76	\$ 25.25	\$ 25.75	\$ 26.27	\$ 26.80	\$ 27.87
FY24					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 25.50	\$ 26.01	\$ 26.52	\$ 27.06	\$ 27.60	\$ 28.71
FY25					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 26.27	\$ 26.79	\$ 27.32	\$ 27.87	\$ 28.43	\$ 29.57
School Aides		6.5 Hours/Day			
FY23					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 16.41	\$ 17.19	\$ 18.04	\$ 18.95	\$ 19.90	\$ 20.70
FY24					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 16.90	\$ 17.71	\$ 18.58	\$ 19.52	\$ 20.50	\$ 21.32
FY25					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 17.41	\$ 18.24	\$ 19.14	\$ 20.10	\$ 21.11	\$ 21.96
COTAS/SLPA		7 Hours/Day			
FY23					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 39.27	\$ 39.98	\$ 40.69	\$ 41.42	\$ 42.17	\$ 43.86
FY24					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 40.45	\$ 41.18	\$ 41.91	\$ 42.66	\$ 43.44	\$ 45.17
FY25					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 41.66	\$ 42.41	\$ 43.17	\$ 43.94	\$ 44.74	\$ 46.53
ABA		6.5 Hours/Day			
FY23					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 29.71	\$ 30.22	\$ 30.74	\$ 31.28	\$ 31.82	\$ 33.09
\$ 32.28	\$ 32.84	\$ 33.41	\$ 34.00	\$ 34.60	\$ 35.98
FY24					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 30.60	\$ 31.13	\$ 31.66	\$ 32.22	\$ 32.77	\$ 34.09
\$ 33.25	\$ 33.83	\$ 34.41	\$ 35.02	\$ 35.64	\$ 37.06
FY25					
Step 1	Step 2	Step 3	Step 4	Step 5	Step 10
\$ 31.52	\$ 32.06	\$ 32.61	\$ 33.18	\$ 33.76	\$ 35.11
\$ 34.25	\$ 34.84	\$ 35.44	\$ 36.07	\$ 36.71	\$ 38.18

Athletic Trainer

FY 2022 annual rate of \$65,000 (based upon an hourly rate of \$50.00, with expectation of approximately 1300 hours to be worked during the fiscal year)

FY 2023 (3%) annual rate of \$66,950 (based upon an hourly rate of \$51.50, with expectation of approximately 1300 hours to be worked during the fiscal year)

FY 2024 (3%) annual rate of \$68,965 (based upon an hourly rate of \$53.05, with expectation of approximately 1300 hours to be worked during the fiscal year)