

AGREEMENT

between the

CANTON SCHOOL COMMITTEE

and the

**CANTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
UNIT E**

SEPTEMBER 1, 2015 - AUGUST 31, 2018

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THIS AGREEMENT is made and entered into on this _____ day of _____, 2015 by and between the Canton School Committee, hereinafter referred to as the “Committee, School District or District” and the Canton Educational Support Personnel Association, affiliated with the Canton Teachers Association as Unit E, hereinafter referred to as the “Association.”

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 kindergarten tutors, 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

Unless an express, specific provision of this Agreement clearly provides otherwise, the School District and such officials as may be authorized to act on its behalf retain all rights and prerogatives to manage and control the functions in which Unit Employees are employed.

By way of example, but not limitation, management retains the following rights: to determine educational policy; to decide the number of Employees assigned to a work project or task; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of Employees; to determine the equipment to be used in the performance of duty; to establish qualifications for ability to perform work; to lay off Employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies for the governance of the school district and to add to or modify each regulation as it deems appropriate; to discharge, suspend, demote, or take other disciplinary action against Employees with good cause during the term of their appointment; and to require the cooperation of all Employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The failure to exercise any management right shall not be deemed a waiver.

Except as to alleged violations of specific provisions of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement.

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. 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:

- a. the particular contract article and section alleged to have been violated;
- b. the facts supporting each alleged violation in reasonable detail;
- c. the date each act or omission violating the Agreement is alleged to have occurred;
and
- d. 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 to her/his Principal within 20 business days of the occurrence giving rise to the grievance. Within 5 business days of the filing of the grievance, the Principal or his/her designee 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 his/her designee 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 Association may appeal it by giving written notice of such appeal to the Assistant Superintendent for Student Services within 10 business days after receipt of the Principal's written answer. The Assistant Superintendent for Student Services or his/her designee will hear the grievance within 5 business days after receiving the grievance. The Assistant Superintendent for Student Services or his/her designee shall give his/her written answer to the grievance within 5 business days after the close of discussion.

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 Superintendent within 10 business days after receipt of the Assistant Superintendent's written answer at Step 2. The Superintendent shall meet with the Association representative within 5 business days after receipt of the Step 2 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.

- 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 Assistant 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 Committee 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 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.

Effective July 1, 2015, co-pays for the PPO and the HMO shall be as follows, in accordance with the Agreement reached between the Town of Canton and its Public Employee Unions in February, 2015:

Office visits:	\$20/\$35 (PCP/Specialists)
Emergency Room Co-Pay:	\$100
Hospital Admissions:	\$300
Outpatient Surgery:	\$150
High Tech Imaging:	\$100
Prescriptions:	\$10/\$25/\$50 for retail; \$20/\$50/\$100 for 90 day mail order

Medicare Part D Prescriptions:	\$10/\$20/\$35 for retail; \$20/\$40/\$70 for 90-day mail order
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ARTICLE 6
REGULAR WORK YEAR/PAYMENT METHOD

- a. Educational assistants, school aides, ABA Tutors, COTAs, and speech and language assistants 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. Kindergarten tutors will be paid at an hourly rate based upon the kindergarten tutor’s submission of time sheets.
- b. Educational assistants, COTAs and speech and language assistants will be paid for 201 days as follows:

180 School Days + 10 Paid Holidays + 10 Paid Vacation Days + 1 Orientation Day = 201 Days
- c. School Aides will be paid for 200 days as follows:

180 School Days + 10 Paid Holidays + 10 Paid Vacation Days = 200 Days
- d. ABA Tutors will be paid for 183 days as follows:

180 School Days + 2 Holidays + 1 Orientation Day = 183 Days
- e. Kindergarten tutors will be paid for their assigned work days + 6 Paid Holidays

ARTICLE 7
WORK DAY

Full-time educational assistants, school aides, and COTAs shall work six and a half (6.5) hour days. The rate of compensation for any extra time above and beyond the 6.5 hour day shall be based on the employee’s hourly rate. Full-time speech and language assistants shall work seven (7) hour days.

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 Building Principal or Assistant Principal for an alternative assignment, which may include serving as an ABA tutor, educational assistant or school aide, or substituting for a teacher. If the Principal or designee assigns the ABA Tutor to substitute for a teacher, the provisions of Article 23 (Substitute Pay) of this Agreement will apply.

ARTICLE 8
SALARY

Increase all rates by:

- 2% effective September 1, 2015
- 2% effective September 1, 2016
- 2% effective September 1, 2017

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 12 (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 12 (Reduction in Force).

ARTICLE 10
LONGEVITY

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

	<u>9/1/15</u>	<u>9/1/16</u>	<u>9/1/17</u>
After 5 years of continuous service -	\$650	\$750	\$850
After 10 years of continuous service -	\$800	\$900	\$1,000
After 15 years of continuous service -	\$950	\$1,050	\$1,150
After 20 years of continuous service -	\$1,100	\$1,200	\$1,300

Longevity payments will be prorated for those who work less than full-time.

ARTICLE 11
PAID HOLIDAYS

Educational assistants, school aides, COTAs and speech and language assistants shall receive the following paid holidays: New Year’s Day, Martin Luther King Day (observed), Presidents’ Day (observed), Good Friday, Patriots’ Day, Memorial Day, Columbus Day (observed), Veterans’ Day, Thanksgiving Day, and Christmas Day. Kindergarten tutors shall receive pay for the equivalent of 6 holidays for each school year. ABA Tutors shall receive Thanksgiving and Christmas as paid holidays.

ARTICLE 12
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 five consecutive years of employment as set forth in Article 13, the Superintendent 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 kindergarten tutor. 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 five consecutive years of employment as set forth in Article 13 and who are on layoff because of Reduction in Force shall be on a recall list for the first twelve (12) 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 13
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. Employees are subject to annual appointment for the first five 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 five consecutive years of employment, the Employee's appointment will continue, subject only to dismissal for good cause or layoff pursuant to Article 12. Notwithstanding the above, it is understood that Employees who had already been employed for four consecutive years effective with the date of this contract shall be subject to annual renewal of one additional school year (i.e. the Employee remains subject to annual reappointment, effective July 1, 2016. Absent notice of nonrenewal by July 1, 2016, such Employee may be dismissed only for good cause or layoff pursuant to Article 12.
- 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 14
PROFESSIONAL DEVELOPMENT

The opportunity to attend applicable Professional Development programs shall be determined by the respective Building Principal. Employees with at least five (5) 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 five (5) 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 approved by the Assistant Superintendent for Student Services. The employee shall furnish the Committee with proof of completion.

ARTICLE 15
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. Kindergarten tutors shall receive 7 sick 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 Unit employees will be allowed the use of five (5) 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.

ARTICLE 16
BEREAVEMENT LEAVE

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, 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.

ARTICLE 17
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 100 to a maximum of \$4,000.

ARTICLE 18
PERSONAL BUSINESS DAYS

Three (3) days per year for educational assistants, school aides, COTAs, speech and language assistants, and ABA Tutors and two (2) days per year for kindergarten 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 made for a particular date.

ARTICLE 19
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. 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.
- c. Salary increases will be based upon a satisfactory annual evaluation.
- d. The parties shall establish a joint committee to develop recommendations for a new evaluation instrument and procedures. The committee will be comprised of three designees of each the School Committee and the Association. The committee will be convened by no later than October 15, 2015 and shall submit its recommendations to the parties by no later than March 15, 2016, unless another date is mutually agreed by the parties in writing. Following receipt of the

recommendations, the parties shall meet to finalize the instrument and procedures through negotiations with the goal of having a revised instrument and procedures for the beginning of the 2016-2017 school year.

ARTICLE 20
VACANCIES

All bargaining unit vacancies shall be posted on the district's conference for no less than five (5) business days prior to any appointment.

ARTICLE 21
AGENCY SERVICE FEE

- a. All Employees, except those certified as members to the Superintendent by the Association, shall pay, on or after the thirtieth day following the beginning of their employment or the effective date of this Article, whichever is later, an agency service fee to the Association commensurate with the cost of collective bargaining and contract administration as determined by the Association. The amount of such agency fee shall be certified annually to the Superintendent by the Association.
- b. The agency service fee may be deducted in ten payments from the salary of any Employee who signs a written authorization to that effect in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the Treasurer of the Association.
- c. The payment of the agency fee shall be a condition of employment. The parties expressly agree that the Committee shall have no responsibility to enforce or require the payment of an agency fee. The Association shall, however, have standing to pursue any and all remedies it may have at law to collect such fee.
- d. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the collection or attempted collection by the Association under the terms and provisions of this Article of an agency fee from an Employee.

ARTICLE 22
HEALTH AND SAFETY

The Committee shall provide a safe and healthful working environment.

ARTICLE 23
NO DISCRIMINATION

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.

ARTICLE 24
SUBSTITUTE PAY

Employees substituting for a teacher shall receive in addition to their regular compensation, “substitute pay” of \$12.50 per day whenever they are asked to substitute for one half day (3.25 hours) or more. If the Employee substitutes for a teacher for the full day, such amount shall be increased to \$25 for the day.

ARTICLE 25
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 26
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 27
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 28
DURATION

This Agreement shall become effective as of the date of ratification unless otherwise noted by both parties and shall expire on August 31, 2018.

FOR THE COMMITTEE

FOR THE ASSOCIATION

6-23-15 Miriam C. Ylce
Date:

8/15/16 [Signature]
Date:

6-23-15 [Signature]
Date:

APPENDIX A

EDUCATION ASSISTANTS

	Per day	Hours	# of days	annual
FY 2015	\$115.01	6.5	201	\$23,118
FY 2016 (2%)	\$117.31	6.5	201	\$23,579
FY 2017 (2%)	\$119.66	6.5	201	\$24,052
FY 2018 (2%)	\$122.05	6.5	201	\$24,532

SCHOOL AIDES

	step 1	step 2	step 3	step 4	step 5
FY 2015	\$71.39	\$74.82	\$78.57	\$82.47	\$86.61
FY 2016 (2%)	\$72.82	\$76.32	\$80.14	\$84.12	\$88.34
FY 2017 (2%)	\$74.28	\$77.85	\$81.74	\$85.80	\$90.11
FY 2018 (2%)	\$75.77	\$79.41	\$83.37	\$87.52	\$91.91

COTAS & SPEECH/LANGUAGE ASSISTANTS (PER HOUR)

FY 2015	\$28.57
FY 2016 (2%)	\$29.14
FY 2017 (2%)	\$29.72
FY 2018 (2%)	\$30.32

ABA TUTORS (PER HOUR)

	Bachelor's	Master's
FY 2015	individual-amount +2% grandfathered for each FY 16, 17,18 if exceeds scale (year specification is not intended to serve as "sunset")	
FY 2015	\$20.80	\$23.34
FY 2016 (2%)	\$21.22	\$23.80
FY 2017 (2%)	\$21.64	\$24.28
FY 2018 (2%)	\$22.07	\$24.77

KINDERGARTEN TUTORS (PER HOUR)

FY 2015	\$18.90
FY 2016 (2%)	\$19.28
FY 2017 (2%)	\$19.66
FY 2018 (2%)	\$20.06