

## MEMORANDUM OF AGREEMENT

The Canton School Committee (the Committee) and the Canton Teachers' Association (the Association) hereby agree to a new three-year contract for Unit E to be in effect from September 1, 2018 through August 31, 2021. Except as modified by this Memorandum, the terms and provisions of the September 1, 2015 through August 31, 2018 contract will be carried forward into the new contract.

**ARTICLE 1 RECOGNITION** (page 2). Revise to eliminate "kindergarten tutors" from the recognition clause and throughout the contract.

**ARTICLE 4 GRIEVANCE PROCEDURES** (page 2). Revise Sections C and D to read as follows:

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 **Superintendent** and the processing of the grievance will commence at Step 2.

**ARTICLE 5 GROUP INSURANCE** (page 4). Update based upon the current PEC agreement.

**ARTICLE 6 REGULAR WORK YEAR/PAYMENT METHOD** (page 5). Revise Section D to read as follows:

- d. ABA Tutors will be paid for **184** days as follows:  
180 School Days + 3 Holidays + 1 Orientation Day = **184** Days

**ARTICLE 7 REGULAR WORK YEAR/PAYMENT METHOD** (page 5-6). Revise last paragraph to read as follows:

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.**

**ARTICLE 8 SALARY** (page 6).

For all unit members other than Educational Assistants, increase rates as follows

**2% effective September 1, 2018**  
**2% effective September 1, 2019**  
**2% effective September 1, 2020**

For all Educational Assistants, implement Steps in accordance with attached chart.

**ARTICLE 10 LONGEVITY** (page 8). Increase all rates by the following amounts:

**\$100 effective September 1, 2018**  
**\$100 effective September 1, 2019**  
**\$100 effective September 1, 2020**

Add sentence: **Longevity payments will be made in a lump sum no later than December 15.**

**ARTICLE 11 PAID HOLIDAYS** (page 8). Revise last sentence to state as follows:

ABA Tutors shall receive **three paid holidays, to include Thanksgiving, Christmas and Memorial Day.**

**ARTICLE 12 REDUCTION IN FORCE** (page 8).

Section a (Layoff) - Add “or **designee**” following the word “Superintendent.”

Section b (Recall) – Revise to read as follows: Employees who have attained the status of completing **three (3)** 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 **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.

**ARTICLE 13 YEARLY NOTIFICATION** (page 9). Revise to read as follows:

- 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 **three** 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** 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 three consecutive years effective with the date of this contract but had not yet reached the five year threshold applicable under the prior contract shall be subject to annual renewal for one additional school year (i.e., the Employee remains subject to annual reappointment through July 1, 2019.) Absent notice of nonrenewal by July 1, 2019, such Employee may be dismissed only for good cause or layoff pursuant to Article 12.**

**ARTICLE 14 PROFESSIONAL DEVELOPMENT** (page 9-10). Revise to read as follows:

The opportunity to attend applicable Professional Development programs shall be determined by the respective Building Principal. Employees with at least **three** 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** 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.

**ARTICLE 15 SICK LEAVE POLICY** (page 10).

Increase days allowed for family sick leave to **seven (7)**.

**ARTICLE 16 BEREAVEMENT LEAVE** (page 10).

Add **“aunt and uncle”** to those relative for whom one day of bereavement applies.

**ARTICLE 17 SICK LEAVE BUYBACK**. Lower threshold for buyback from 100 days to **80 days**.

**ARTICLE 19 EVALUATION INSTRUMENT AND PROCEDURES** (page 11). Change Section c from “satisfactory” to reflect ratings in new evaluation instrument, as follows.

- c. Salary increases will be based upon an annual evaluation rating of **“Exemplary,” “Proficient,” or “Developing.”**

Eliminate Section (d) (joint committee on evaluation).

**ARTICLE 20 VACANCIES** (page 20). Revise to read as follows:

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.

**NEW ARTICLE 28 (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 Teachers 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 resend it to the CTA President not later that then last business day of November.**

**HOUSEKEEPING/MINISTERIAL**

Remove mandatory agency service fee (Article 21).

Incorporate August 2016 MOA on Athletic Trainer.

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

**FOR THE COMMITTEE**

**FOR THE ASSOCIATION**

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>FY19-FY21 Educational Assistants, Aides, COTA, ABA Tutors, Kindergarten Tutors</b>						
<b>Educational Assistants</b>		6.5				
<b>Salary Steps/Hour</b>						
<b>Steps are based upon the current year of service</b>						
<b>FY19</b>	2.00%					
<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>				
1st Year	2nd-14th Yrs	15th Year				
\$18.78	\$19.16	\$19.54				
<b>FY20</b>	2.00%					
<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>			
1st Year	2nd Year	2-11 Years	12 Years			
\$18.78	\$19.16	\$19.54	\$19.93			
<b>FY21</b>	2.00%					
<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>		
1st Year	2nd Year	3rd Year	4th-7th Years	8th Years		
\$18.78	\$19.16	\$19.54	\$19.93	\$20.33		
<p>*Placement on the schedule for each Fiscal Year is based on the employee's current year of service as designated at each step. The employee must have 90 or more school days of paid service during a particular school year in order for that year to count as a year of service for the purpose of the schedule (e.g., effective Sept. 1, 2018, an employee hired on October 1, 2017 will move to step 2, whereas an employee hired on April 1, 2018 will remain on Step 1.) Unless otherwise agreed as part of a successor agreement, an employee's placement for FY22 will be based on the step that was applicable in FY21, plus one additional step (assuming FY21 counted as a year of service).</p>						
<b>School Aides</b>		6.5				
<b>Fiscal Year</b>	<b>% Increase</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
FY19	2.00%	\$77.29	\$81.00	\$85.04	\$89.27	\$93.75
FY20	2.00%	\$78.83	\$82.62	\$86.74	\$91.05	\$95.62
FY21	2.00%	\$80.41	\$84.27	\$88.47	\$92.88	\$97.54
<b>COTAS &amp; Speech/Language Assistants (Per Hour)</b>				6.5	7 SLA	
FY19	2.00%	\$30.93				
FY20	2.00%	\$31.54				
FY21	2.00%	\$32.18				
<b>ABA Tutors (Per Hour)</b>		6.5	*Individual amount +2% grandfathered for each of FY19, FY20 and FY21 if exceeds scale (year specification is not intended to serve as "sunset.")			
		<b>Bachelor's</b>		<b>Master's</b>		
FY19	2.00%	\$22.51		\$25.27		
FY20	2.00%	\$22.96		\$25.77		
FY21	2.00%	\$23.42		\$26.29		