

Canton Federation of Education Personnel,
LOCAL 6483, AFT-CT, AFT, AFL - CIO

(Regular Paraeducators, Special Education Paraeducators, 504
Paraeducators, Media Aides, Tutors, Literacy Specialists, Permanent
Substitutes and Monitors)

JULY 1, 2021 THROUGH JUNE 30, 2024

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PREAMBLE

This Agreement, entered into by and between the Town of Canton, BOARD of Education, State of Connecticut, hereinafter referred to as the BOARD, and The Canton Federation of Education Personnel, hereinafter referred to as the UNION, effective upon ratification and signing, has as its purpose the promotion of harmonious relations between the BOARD and the UNION; the establishment of an equitable and peaceful procedure for the resolution of differences; more effective service of the public interest; and establishment of pay and working conditions of employment as provided for by the General Statutes of the State of Connecticut.

ARTICLE 1 RECOGNITION

The BOARD recognizes the Canton Federation of Education Personnel, AFT-CT, AFT, AFL-CIO as the exclusive bargaining agent for all Regular Paraeducators, Special Education Paraeducators, 504 Paraeducators, Media Aides, Tutors, Literacy Specialists, Permanent Substitutes, and Monitors employed by the BOARD as certified under SBLR Decision #4360 on January 23, 2009.

ARTICLE 2 UNION DUES

Section 2.1

The BOARD agrees to deduct from the pay of those bargaining unit members, who voluntarily authorize such deduction in writing, such membership dues and reinstatement of membership dues as may be fixed by the UNION.

Section 2.2

The UNION shall supply to the BOARD written notice at least thirty (30) days prior to the effective date of any change in the rates of dues, not more than once per year. In addition, the UNION shall furnish the BOARD with a statement signed by the employees authorizing the BOARD to make dues deduction(s).

Section 2.3

The deduction of UNION dues for the months from September through June (20 deductions per year) shall be remitted by direct deposit to the Canton Federation of Education Personnel. Within three (3) business days after each such direct deposit, the Board shall provide the UNION with a list of names of employees from whose wages dues deductions have been made.

Section 2.4

No dues will be deducted from an employee on sick leave who has exhausted accumulated sick leave or while collecting workers' compensation.

Section 2.5

The UNION agrees to indemnify and to hold and save the BOARD harmless against any and all claims, damages, suits that shall or may arise out of or by reason of any action taken by the BOARD for the purpose of complying with the provisions of this Article.

Section 2.6

The Board will make the contract available to employees electronically, provided that employees can request hard copies of the contract.

Section 2.7

New employees shall be provided with a copy of the Agreement when they are hired.

Section 2.8

The BOARD shall provide the Canton Federation of Education Personnel, AFT-CT, AFT, AFL-CIO office with three (3) originally signed contracts after signing of this Agreement.

Section 2.9

The Union shall receive a copy of offer letters sent to new hires at the same time as they are sent to new hires. The Union shall receive notice of any transfers, unpaid leaves expected to last twenty (20) or more consecutive work days, resignations or retirements within five days of the effective date of such events, except in extraordinary circumstances.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 3.1

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the BOARD, whether exercised or not, shall remain solely and exclusively vested in the BOARD. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the BOARD and the direction of the working forces, including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the BOARD;
- C. To establish or continue policies, practices and procedures for the conduct of BOARD business, including personnel policies, and from time to time, to

change or abolish such policies, practices and procedures;

- D. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by BOARD employees.
- E. To establish new or improved methods, procedures, practices, technologies or facilities which the BOARD may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities, in accordance with the last paragraph of this Article;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the BOARD's operations;
- G. To employ, direct, schedule, assign, evaluate, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds, reorganization or other reason in the best interest of the BOARD.
- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with BOARD requirements;
- I. To determine the content of job classifications and/or positions as may or may not be set forth in written job descriptions, to add to, delete from, modify or combine job classifications and/or positions as may or may not be set forth in written job descriptions, and to ensure that incidental duties connected with BOARD operations, whether enumerated in a job description or not, shall be performed by employees; after notice to and discussions with the UNION and in accordance with the last paragraph of this Article; and
- J. To fulfill all of the BOARD's legal responsibilities.

Section 3.2

The BOARD shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the BOARD shall give the UNION prior notice of changes to policies, practices, procedures and changes to job descriptions. When required by law, the BOARD shall negotiate with the UNION regarding the impact of changes in policies, practices, procedures and job descriptions that have substantial affect upon the terms and conditions of employment of bargaining unit members.

**ARTICLE 4
SENIORITY**

Section 4.1

The BOARD shall prepare a seniority list of all employees covered by this Agreement, showing their most recent date of hire into a position in this bargaining unit and shall deliver said list to the UNION President on October 1st of each year or the next business day if October 1st falls on a weekend.

Section 4.2

Seniority shall be defined as an employee's continuous service with the BOARD within the bargaining unit from last date of hire, including all authorized leave. If an employee in good standing voluntarily resigns from employment and is rehired within six (6) months, the employee will be given seniority credit and length of service credit for the period of employment prior to resignation, for all purposes under the contract. If an employee in good standing is laid off and is recalled within the recall period set forth in the contract, the employee will be given seniority credit and length of service credit for the period of employment prior to the layoff, for all purposes under the contract.

**ARTICLE 5
PROBATIONARY PERIOD**

Section 5.1

Newly hired employees shall serve a probationary period of ninety (90) working days. At any time during the probationary period, the employee may be terminated at will and shall not have recourse to any grievance and arbitration clause of this Agreement. The Superintendent or designee may extend the probationary period by any period of absence in excess of ten (10) consecutive days. Upon completion of this period, the name of the new employee shall be added to the seniority list, with seniority commencing on the date of his/her employment. With the agreement of the UNION, the probationary period may be extended an additional thirty (30) days. If the probationary period is extended, the employer shall advise the employee as to areas that need improvement, and the employee shall be given assistance deemed appropriate by the employee's supervisor in an effort to assist the employee in making the identified improvements.

Section 5.2

Any incumbent employee who is the successful applicant for a vacancy or new position shall have a probationary period of up to sixty (60) working days. If at any time during this period the Superintendent or designee determines that the employee is not able to satisfactorily perform the duties of the new position, he or she shall be relieved of such duties, and returned to his or her previous position.

Section 5.3

Neither newly hired nor incumbent employees who are in their probationary period shall bid on a vacancy or new position during their probationary period, except as provided in Article 16.

**ARTICLE 6
NON-DISCRIMINATION**

All provisions of this Agreement shall apply equally to all employees without discrimination on the basis of race, color, creed or religion, sex, national origin, genetic information, age, disability, sexual orientation, gender identity or expression, or political or labor affiliation.

**ARTICLE 7
GRIEVANCE PROCEDURE**

Section 7.1 - Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances regarding misapplication and misinterpretation of the contract agreement.

Section 7.2 - Definitions

- A. A grievance shall mean:
 - 1. a complaint by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement, OR
 - 2. a complaint by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of the rules, regulations, administrative policies or directives of the BOARD, or that he, she, or they have been treated unfairly or in a manner inconsistent with established policy or practice.
- B. Only grievances filed under A. (1) of this section shall be subject to the arbitration procedure.
- C. Days shall mean business days when Central Office is open.

Section 7.3 - Time Limits

- A. If a grievance is not filed in writing within fifteen (15) days after the grievant first knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.
- B. The time limits specified within this Article, except for the initial filing, may be extended by mutual agreement of the UNION and BOARD or its designee,

provided that if a grievance is not submitted to a higher step in the following procedure, it shall be deemed settled on the basis of the answer in the last step considered.

- C. Failure by the administrator or the BOARD to render a decision within the specified time limits shall be deemed to be a denial of the grievance, and the grievance shall proceed to the next level.

Section 7.4 - Level One - School Principal/Immediate Supervisor

- A. If an employee feels that he/she may have a grievance, he/she and/or his/her UNION steward or UNION representative may first discuss the matter with his/her principal or other appropriate administrator in an effort to resolve the problem informally.
- B. If the employee is still not satisfied with the disposition of the matter, he/she shall reduce the grievance to writing and submit it to the principal or other appropriate administrator. The principal shall, within five (5) days of that filing of the grievance in writing give a written answer, with a copy to the UNION.

Section 7.5 - Level Two - Superintendent or Designee

- A. If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may, within five (5) days after the decision, file his/her written grievance with the Superintendent or Designee.
- B. The Superintendent or Designee shall, within five (5) days after receipt of the referral, meet with grievant and a representative of the UNION for the purpose of resolving the grievance.
- C. The Superintendent or Designee shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant, with a copy to the UNION.

Section 7.6 - Level Three - BOARD

If no agreement is reached with the decision rendered by the Superintendent or Designee, the employee through his/her representative may submit the grievance in writing within five (5) days to the BOARD. Within twenty (20) days after receiving such grievance, the BOARD shall meet with the grievant and a representative of the UNION for the purpose of hearing the grievance. Within ten (10) days after hearing the grievance, the BOARD shall render its decision in writing to the aggrieved employee and his/her representative.

Section 7.7 - Level Four - Arbitration

- A. If the grievance is not resolved to the UNION's satisfaction at Level Three, the

UNION may, at its option, submit the grievance to arbitration within fourteen (14) days of receiving the Level Three answer. The submission of the grievance shall state the provisions of the contract allegedly violated and the remedy sought. Grievances shall be submitted to the American Arbitration Association and a copy of such submission simultaneously filed with the BOARD.

- B. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement. The decision of the Arbitrator shall be final and binding, except as otherwise provided by law.
- C. The arbitrator will hear only one grievance at a time. This provision will not prevent the arbitrator from hearing a class action grievance. Neither will it prevent discussion of the arbitrability and the merits of the grievance at the same hearing.
- D. The cost of arbitration shall be borne equally by the parties.

Section 7.8

A grievance may be initiated at the level where the incident, giving rise to the grievance, first occurred. A class action grievance shall be submitted by the UNION at the Superintendent or Designee level.

Section 7.9

If at any step in the grievance process the administration fails to respond within the time periods set forth herein, the grievance shall proceed to the next step as if it had been denied. Failure to timely proceed shall result in a waiver of the grievance, and it shall be deemed to have been withdrawn. The Parties may mutually agree, in writing, to extend any time period set forth herein.

Section 7.10

No employee will suffer loss of pay for attendance at grievance meetings during regular work hours, provided however that the BOARD is given sufficient prior notice of those employees whom the union requests to be present and has consented thereto. Nothing herein shall be construed to require grievance meetings during the regular work hours.

ARTICLE 8 DISCIPLINE

Section 8.1

All disciplinary actions, suspensions without pay and discharges must be for just cause, must be stated in writing with reason given and a copy given to the employee, the UNION President and the Superintendent/designee at the time of the disciplinary action, suspension or discharge.

Section 8.2

Normally, administration of discipline shall be as follows:

First Offense	Verbal Warning (recorded)
Second Offense	Written Warning
Third Offense	Suspension
Fourth Offense	Termination

Any of the above steps may be omitted depending upon the severity of the offense and discipline deemed to be required. All disciplinary actions shall be applied in a fair and equitable manner and shall be consistent with the infractions for which disciplinary action is being applied. Progression of discipline does not have to be for the same offense if another offense occurs within one (1) year of the last disciplinary action, provided that nothing contained herein shall be construed to restrict the supervisor's exercise of discretion in determining the appropriate level of discipline warranted by the immediate offense.

**ARTICLE 9
PERSONNEL RECORDS**

An employee covered hereunder shall, on his/her request and by making an appointment with the Superintendent of Schools or his/her designee, be permitted to examine and copy any and all materials in his/her personnel file in the presence of the Superintendent of Schools or his/her designee. The UNION may have access to any employee's records upon presentation of written authorization by said employee. An employee shall have the right to file a rebuttal/statement to any material in his/her personnel file. Such rebuttal/statement shall be attached to the material to which it pertains.

**ARTICLE 10
WORK YEAR/WORK WEEK/HOURS**

Section 10.1

The work year for paraprofessionals shall normally be the student calendar year plus up to three (3) additional days. The work year for permanent substitutes shall normally be 173 student days. The work year for monitors shall normally be the student calendar year. The work year for tutors shall be determined annually by the BOARD no later than July 1st.

Section 10.2

The normal work week for full time employees is thirty (30) hours or more per week. The normal work week for part time employees is less than thirty (30) hours per week.

Section 10.3

Full-time employees as defined above shall be entitled to receive fringe benefits as set forth in

this Agreement. Part-time employees who are regularly scheduled to work a minimum of twenty (20) hours per week are eligible for some but not all benefits as set forth in this agreement. Part time employees working less than twenty (20) hours per week and temporary or substitute employees (with the exception of permanent substitutes) are not eligible for fringe benefits.

Section 10.4

In the event the BOARD determines there is a need to permanently change work schedules or the number of hours to be worked per day or per week, it will notify affected employees and the UNION at least five (5) work days in advance of the change, except in the event of an emergency or matter beyond the control of the BOARD: This notice requirement shall not apply to changes expected to last less than five (5) work days. If during the school year an employee's hours are unilaterally reduced as a result of a permanent change in an employee's work schedule or of an involuntary transfer and such reduction will result in either an increase in the affected employee's insurance premium cost share or loss of eligibility to participate in the insurance plan, the employee shall retain eligibility at the same premium cost share for the remainder of the school year.

Section 10.5

The Board will make reasonable efforts to provide permanent substitutes with a duty-free lunch break.

ARTICLE 11 WAGES

Section 11.1

Wages to be paid during applicable school years are set forth in Appendix A. Placement on the schedule shall be predicated upon degree level or Tutor position and the years of completed service as of July 1 of each year.

On July 1st of each year, the placement will be made on the salary schedule as follows:

- a) In the prior year, all bargaining unit employees that have worked under a permanent contract which commenced before April 1st of that year shall be credited for one year of service on the salary scale.
- b) For those bargaining unit employees that commenced on or after April 1st of that year, no credit for year of service will be given towards the salary scale.

Section 11.2 - Premium Payments

- A. At the discretion of the Director of Pupil Personnel Services, a bi-weekly stipend of \$30.00, not to exceed \$600.00 annually, may be paid to a one-on-

one paraprofessional under the following circumstances:

1. When the student to which the one-on-one paraprofessional is regularly assigned is medically fragile (defined to mean students with chronic complex medical care needs who require technological aid or some form of medical support for survival) and the student's physical disabilities require that the paraprofessional perform extensive personal care duties on a regular basis; or
 2. When the behavioral difficulties the student to which the one-on-one paraprofessional is regularly assigned demand intense focus, attention and monitoring of a strict behavioral intervention plan as established by the student's IEP.
- B. At the discretion of the Director of Pupil Personnel Services and the District Office, additional stipends may be added to those positions which require additional specialized certifications or other additional requirements which are deemed to be beyond the intended responsibilities of the position.

Section 11.3 - Overtime

Time and one-half shall be paid for all time actually worked in excess of forty (40) hours per week. (Straight time will be paid up to and including forty (40) hours.) All hours worked in excess of the employee's regularly scheduled hours must be pre-approved in writing by the Principal or immediate supervisor.

Section 11.4 - Payment of Salary

All employees shall be paid by direct deposit on a biweekly basis based on approved timesheets in accordance with the applicable pay schedule.

ARTICLE 12 INSURANCE

Section 12.1

In accordance with the Affordable Care Act, upon the successful completion of ninety (90) calendar days of employment, the BOARD will make available the following insurance benefits to regular full-time employees regularly scheduled to work thirty (30) or more hours per week.

High Deductible Health Plan/Health Savings Account

The Board will provide a High Deductible Health Plan/Health Savings Account (HSA Plan). The HSA plan shall include the following components:

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,000/4,000	
Co-insurance	N/ A	20% after deductible up to co-insurance maximum
Co-insurance Maximum (individual/aggregate family)	N/A	\$3,000/\$6,000
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	20% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense	

Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$10/25/40 (retail), and a two times co-payment for mail order.

The HSA Plan will also include a Vision Rider.

The Board will fund 50% of the applicable HSA deductible amount for regular full-time employees. One-half of the Board's contribution toward the deductible will be deposited into the HSA accounts in September and the remaining one-half will be deposited into the HSA accounts in January.

The parties acknowledge that the Board's contribution toward the funding of the deductible plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed paraeducators. The Board shall have no obligation to fund any portion of the deductible for retirees or other individuals upon their separation from employment.

Wellness Incentive: The health insurance plan set forth in this Article shall include a wellness incentive program, designed to provide early diagnosis and appropriate information to patients so that they and their health care professionals can determine appropriate, timely courses of treatment as needed. The wellness program will include age-based preventive physical examinations and age-based preventive screenings. If an employee and the employee's spouse (as applicable) fulfill all applicable requirements of the wellness program for a plan year, the Board will contribute an additional five percent (5%) of the applicable deductible under the HSA plan into the employee's HSA for the following year. Such additional contributions shall be made on or before September 30th.

Health Reimbursement Account: A Health Reimbursement Account ("HRA") shall be made available for any employee who is precluded from participating in a Health Savings Account ("HSA") because the employee receives Medicare and/or veterans' benefits. The annual maximum reimbursement by the Board for employees participating in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for employees enrolled in the HSA.

A. Dental Coverage

Full service dental coverage for initial and routine oral exams and prophylaxis, X-rays, denture relining and repair, routine fillings, simple extractions, and endodontics within coverage limits.

B. Premium Contributions

Regular full-time employees eligible for insurance in accordance with the provisions of this Article shall pay the following portions of the costs for the health and dental insurance, as set forth above:

HSA Premium Cost Shares

	2021-2022	2022-2023	2023-2024
Individual	21%	22%	23%
Dependent	30%	31%	32%

Dental Premium Cost Shares

	2021-2022	2022-2023	2023-2024
Individual	25%	26%	27%
Dependent	34%	35%	36%

C. Excise Tax

If the Board determines that the total cost of a group health plan or plans offered under this contract will trigger an excise tax under Internal Revenue Code Section 49801, or any other local, state or federal statute or regulation, during the term of this contract, the Board and the Union will, upon the request of the Board, engage in mid-term negotiations regarding the impact of such excise tax, in accordance with the Municipal Employees Relations Act (MERA). Such midterm negotiations may include proposals designed to address the increased costs of insurance coverage including but not limited to, proposals designed to: modify the

plan(s) so as to reduce the cost of the plan(s) below the excise tax thresholds and/or reduce the amount of any applicable excise tax, revise employee contributions to the costs of health insurance coverage, and/or allocate the responsibility for increased costs associated with the imposition of the excise tax.

Section 12.2 - Group Life Insurance

Death benefits equal to \$10,000, Accidental Death and Dismemberment (ADD) benefit of \$20,000.

Section 12.3 - Change of carrier or plan

The Board shall have the right to change insurance carriers, plans and/or to self-insure in whole or in part in order to provide the insurance set forth above, provided that the overall level of benefits remains substantially comparable, when the plan is considered as a whole.

Section 12.4 - Section 125 Flexible Spending Account

The BOARD shall offer a "full-flex" Section 125 pre-tax premium-conversion account to all employees for the purposes of medical expenses and dependent care. Employees shall pay the set-up fee and the monthly service fees.

ARTICLE 13 HOLIDAYS

Section 13.1

Employees who are regularly scheduled to work on days on which the following holidays fall, shall be paid for the holidays as set forth below.

- Labor Day
- Columbus Day/Indigenous People's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- New Year's Day
- Presidents' Day
- Martin Luther King Day
- Good Friday
- Memorial Day

Section 13.2

Eligible part-time employees who do not work a 5-day week shall not be paid for any holiday that falls on a day on which the employee would not be scheduled to work.

**ARTICLE 14
PENSION**

Section 14.1

The BOARD has no authority to negotiate with respect to the Town of Canton's retirement Plan, which has been established for full-time employees as defined by the plan. However, for informational purposes only, the plan is a mandatory defined contribution plan. Employees must contribute 4% of wages, which is matched with 6% by the BOARD. Normal retirement is 62 years of age. Employees have control of their retirement investment through the plan sponsor.

Section 14.2 - Tax-Deferred Accounts

The BOARD will permit and will allow payroll deduction for employees who choose to maintain a Tax Deferred (403b) Account. Employees must elect to use one of the approved BOARD TSA vendors in compliance with IRS regulations.

**ARTICLE 15
LEAVES OF ABSENCE**

Section 15.1

Regular full-time and part-time employees who are regularly scheduled to work a minimum of twenty (20) hours per week shall be entitled to the following leaves of absence unless otherwise required by law. Paid leave shall be paid at the employee's regular hourly rate at the time leave is taken. The number of hours which shall constitute a day shall be equal to the number of daily hours indicated on an employee's Letter of Employment.

Regardless of whether or not an employee is eligible to receive paid leave, all employees are required to complete a Request for Staff Leave form to receive approval for the leave which must be approved by the building administrator.

Section 15.2 - Sick Leave

- A. Upon completion of the probationary period, but retroactive to the date of hire, eligible employees shall accrue one (1) day of sick leave per Month (September-June) to a maximum of ten (10) days per year. Unused sick leave may be accumulated to a maximum of seventy-five (75) days. An employee who reaches his/her sick leave accumulation maximum will have that time set aside. Future accrued time may be used in the current year but will not be accrued past the maximum. Sick leave may be used only for personal illness or injury, except that five (5) of an employee's annual sick days may be used for illness of the employee's child, spouse, or parent. The District reserves the right to request medical certification for an illness that results in an absence of three (3) or more

days, and may further require medical certification of fitness to return to duty. The District also reserves the right to request medical certification if the District has a reasonable basis to believe that an employee is misusing sick leave.

- B. Sick leave is not a vested benefit and there shall not be any pay-out of unused sick leave accruals upon cessation of employment by the BOARD, nor shall unused accrued sick leave be carried over if an employee is hired by the BOARD into a different position outside of the bargaining unit.
- C. Sick leave will be paid at the employee's regular hourly rate. The number of hours which constitutes one day shall be equal to the number of hours indicated on an employee's current Letter of Employment.
- D. Sick leave may be used in half or full day increments.
- E. Each employee shall be notified of his/her accumulated sick leave, in writing, in August of each fiscal year.

Section 15.3 - Personal Leave

Upon completion of the probationary period, eligible employees shall receive a total of three (3) personal days per year upon the approval of the Superintendent/designee or his/her designee within the following guidelines:

- A. Personal days may be used in half or full day increments for urgent personal matters that cannot be scheduled outside of normal work hours, including death in the immediate family, mandatory attendance at legal proceedings and religious holidays.
- B. Employees shall request personal days in writing to the building supervisor at least seventy-two (72) hours in advance. In the case of an emergency, the notice period shall be waived if approved by the Superintendent or designee.
- C. Personal leave cannot be used immediately before or after a school holiday/vacation unless the Superintendent/designee in his/her sole discretion approves the request in advance. Requests for leave immediately before or after a school holiday/vacation need to be submitted a minimum of two (2) weeks prior to the date of leave, except in case of emergency.
- D. Additional paid personal leave may be granted upon approval of the Superintendent, at his/her sole discretion, following a written request with a statement of reasons. The Superintendent's decisions regarding such requests shall not be subject to the grievance procedure.

Section 15.4 - Workers' Compensation

The BOARD covers all employees with Workers' Compensation insurance, which pays an eligible employee a percentage of his/her earnings during the period of absence., Workers' compensation leave, as distinguished from sick leave, is leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of work-related duties. Employees must follow all workers compensation guidelines as set forth by the District and must immediately report such illnesses or injuries.

Section 15.5 - Jury Duty

Employees shall be entitled to jury duty leave in accordance with applicable state or federal law. Proof of attendance is required. The BOARD shall pay the difference between the employee's rate of pay for regularly scheduled daily hours and jury duty pay for the full length of the jury duty.

Section 15.6 - Disability Leave

An employee who is disabled, including pregnancy-related disabilities, and unable to work may use accumulated sick leave to cover the period of disability. The Superintendent/designee may require, at regular intervals, written certification of continued disability from the employee's physician or the BOARD's physician at the BOARD's discretion and the BOARD's expense. Any such disability leave shall run concurrently with any leave under the Family and Medical Leave Act to which an employee may be eligible.

Section 15.7 - Family and Medical Leave (FMLA)

Leave shall be granted to all eligible employees in accordance with Federal law and BOARD policy. Before an employee receives unpaid Family Medical Leave, he/she shall first utilize all appropriate paid leave provided by the BOARD for the particular circumstances for which the employee is seeking leave. Any paid leave, regardless of the source of payment, utilized by an employee for purposes under this section shall be counted as part of the twelve (12) week Family Medical Leave allotment.

Section 15.8

Under extenuating circumstances, the BOARD or its designee may grant additional paid or unpaid leave at its sole discretion. Employees are expected to use paid leave when absences are necessary. Unpaid leave will only be granted in very unusual circumstances. Unpaid leave does not relieve the employee from requesting and gaining permission for such leave. An employee who is found to be abusing paid or unpaid leave shall be subject to disciplinary action up to and including termination.

Section 15.9

The Superintendent/designee may grant additional leave time for the purpose of attendance at out-of-state funerals, in the sole discretion of the Superintendent/designee.

**ARTICLE 16
VACANCIES**

When the BOARD determines to fill a vacancy, the following process shall apply:

Section 16.1

Notices of all vacancies and/or new positions shall be sent to the UNION President and posted on the BOARD's website for five (5) working days before the position is filled. A hard copy shall be posted in each school building, provided however that the five (5) day posting period shall commence with the website posting. During summer months, such notices shall be sent to the UNION President, posted on the BOARD's website and posted in each school building and the BOARD's Administration building. Any member of the bargaining unit interested in such position(s) must apply in writing to the Superintendent/designee. Nothing herein shall be construed to prohibit the BOARD from outside advertisement of any such vacancy.

Section 16.2

The District shall take into account the following factors, in no particular order, in determining which applicant it shall select to fill a vacancy that occurs outside the work year:

- a. qualifications as stated in job description and/or job posting, including education;
- b. experience;
- c. area of specialization (e.g. learning disabilities, special education, applicable certifications and the like);
- d. ability of employee to perform the required duties;
- e. work history, including disciplinary record; and suitability for the specific assignment.

When all such factors are relatively equal among internal applicants, seniority shall be the determining factor, provided however that the District reserves the right to hire outside applicants it deems superior to internal candidates for the position.

Section 16.3

For vacancies that occur during the work year, the BOARD reserves the right to fill the position with an outside applicant if it deems that continuity of personnel with a classroom or

program is essential to the interests of the student(s) being served. If the BOARD chooses to make the position available to incumbent employees, then the provisions set forth in Section 16.2. shall apply. Positions filled by outside applicant under this provision shall be posted immediately at the end of the school year for the following school year if the position still exists.

Section 16.4 - Summer Sessions

If work covered by this Agreement is available during a summer school sessions, available positions shall be posted in accordance with Section 16.1 and shall be filled in accordance with Section 16.2. The wage rates for summer session positions shall be determined by the BOARD and shall be included in the job posting.

ARTICLE 17 ASSIGNMENTS AND TRANSFERS

Section 17.1

Assignments shall be made at the discretion of the Superintendent or designee. Every effort will be made to notify each employee in writing by July 1 of his/her assignment for the next school year, it being understood, however, that such assignments are subject to change depending upon enrollments and other considerations.

Section 17.2

In order to request a change of assignment for the following school year, an employee must file a written request for transfer of assignment, stating the reasons for such transfer, with the Superintendent of Schools not later than April 15. In the determination of assignments and transfers, preferences of the individual employee will be considered but shall not be determinative.

Section 17.3

Employees may be transferred within the school system at the sole discretion of the Superintendent of Schools. Employees who are being involuntarily and/or permanently transferred will be notified at least five (5) working days in advance, both in writing and in person and upon written request by the employee shall be given the opportunity to meet with the Superintendent or designee prior to the effective date of such transfer.

ARTICLE 18 LAYOFF AND RECALL

In the event the BOARD, in its sole discretion, determines a reduction in force is warranted or necessary, the Superintendent shall select the position or positions to be eliminated or reduced. The following shall apply in such reductions:

Section 18.1

In making staff reductions there will be four Classifications of employees: Special Education Program Paraprofessionals; Regular Education Program Paraprofessionals; Tutors and Other (media aides, monitors, etc.). Layoff shall take place within classification, provided that in any event the BOARD shall reserves the right to retain employees with specialized training and certification.

Section 18.2 - Layoff Process

- A. In the event of a layoff, the BOARD shall first determine the position affected within a classification. The person holding that position is the "affected employee".
- B. If the affected employee desires to be laid off, he/she shall be laid off without regard to his/her individual period of employment.
- C. If the affected employee is a new hire who has not completed his or her initial probationary period, he or she shall be laid off without regard to his or her individual period of employment.
- D. If there is a vacancy within the affected employee's classification in a different building, the affected employee shall be transferred to such vacancy, provided the affected employee has the present ability to perform the duties of the position.
- E. If the affected employee is a non-probationary employee who does not accept lay off and there is no vacancy within the affected employee's classification to which the affected employee may be transferred in accordance with subsection D. above, then:
 - 1. The BOARD shall identify which other positions at comparable or lower salary levels the affected employee has the present ability to perform. If there is a vacancy in any such position, the affected employee shall be transferred to such position and shall be paid at the appropriate service rate on the wage schedule, e.g., if a tutor with 10 years of service is to be laid off and fills a vacant paraprofessional position, he/she shall be paid at the 10-year paraprofessional rate; or
 - 2. The affected employee may elect to bump the least senior employee in the affected job classification provided the affected employee possesses the same skills, abilities, and qualifications as the person to be displaced and provided further that there shall be no material disruption to the educational processes, as determined by the Superintendent of Schools or designee. If such conditions are not satisfied and there is no position available under Section E. 1. above, the affected employee shall be laid

off.

Section 18.3 - Recall

An employee who is laid off under this Article shall have recall rights as follows:

- A. The affected employee shall have recall rights to positions in the classification from which he/she was laid off and shall be recalled in order of years of service, provided the employee has the present ability to perform the duties of the position. Recall notices shall be sent by certified mail to the employee's last known address. It is the responsibility of the employee to keep the BOARD updated in the event of a change of address.
- B. An employee shall have recall rights for a period of one (1) calendar year from the effective date of layoff.
- C. The BOARD may recall an employee to an open position for which the BOARD believes the employee may be qualified. If the BOARD elects to offer the position and the employee subject to recall elects to fill the position, then such employee shall be required to serve a probationary period of sixty (60) days. If at any time during this period the Superintendent or designee determines that the employee is not able to satisfactorily perform the duties of the position, the employee shall be relieved of the duties and placed back on the recall list without loss of rights under this Agreement. Time worked under this provision will not be deducted from the 12-month recall period.
- D. When an employee is notified of an available position he/she must exercise his/her recall rights within ten (10) working days by notifying the Superintendent or his/her designee of the employee's intent to accept or refuse recall to that available position. An employee who refuses recall to a position in the classification from which the employee was laid off shall lose all recall rights. If an employee is offered recall to a position in a different classification, but refuses, the employee will remain on the recall list by seniority for the remainder of his/her recall period.

Section 18.4 - Furlough of One-On-One Special Education Paraprofessional

In the event that the attendance in school of the child, for whom the One-On-One Special Education Paraprofessional was employed, is interrupted due to health or other reasons, the paraprofessional will remain on the job for a two (2) week period before being laid off for the duration of the child's absence from school. The furlough of the One-On-One Special Education Paraprofessional will commence two (2) weeks after the conclusion of the child's last day of school attendance. If the furlough of such One-On-One Special Education Paraprofessional lasts in excess of six (6) weeks, then the layoff provisions of Section A shall be applied and such One-On-One Special Education Paraprofessional shall be entitled to exercise such rights as are set forth therein.

**ARTICLE 19
SAFETY AND HEALTH**

The employee and the BOARD shall comply with all federal, state and local health and safety codes, laws and regulations. Alleged violations of this provision may be grieved but shall not be subject to arbitration under Article 7.

**ARTICLE 20
NO STRIKE/NO LOCKOUTS**

During the term of this Agreement, the UNION shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike or slow-down of operations. The BOARD agrees it will not lock out employees during the term of this Agreement.

**ARTICLE 21
MISCELLANEOUS**

Section 21.1 - Cars

Personal vehicles will not be used for school business except when authorized by the Superintendent or Principal; reimbursement will be paid at the IRS rate in effect, per mile.

Section 21.2

In the event of delayed opening or early dismissal due to inclement weather, employees shall report to work at the announced time of opening without loss of pay or, unless specifically otherwise directed by the Superintendent or his/her designee, shall be dismissed early without loss of pay. Employees who are normally scheduled to work less than five (5) hours a day and tutors may be required to complete the number of their regularly scheduled daily hours if students are present and work is available. If work is available but an employee is unable to work the number of his/her regularly scheduled hours, such employee shall be paid only for the hours worked. If work is not available for tutors on an inclement weather day, they will be given an opportunity to make up the hours lost.

Section 21.3

Employees will not be required to drive students home.

Section 21.4

The BOARD shall provide the UNION with space on an existing bulletin board located in the designated areas for the posting of notices concerning UNION business and activity.

Section 21.5

The BOARD agrees that it will not sub-contract work for the purpose of laying off employees. Further, the BOARD will make every effort to recall employees from layoff whenever the

duration and nature of the work to be done makes it practical to do so.

**ARTICLE 22
SAVINGS CLAUSE**

If any portion of this Agreement shall be deemed to be null and void by a court or other forum of competent jurisdiction, the validity of the remaining portions shall not be affected and shall remain enforceable. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause and/or phrase.

**ARTICLE 23
DURATION**

Section 23.1

This Agreement shall become effective on July 1, 2021, and remain in full force and effect until the thirtieth (30th) day of June, 2024. This Agreement shall remain in full force and be effective during the period of negotiations.

The insurance premium contribution increases and wage increases set forth in this Agreement for the July 1, 2021 through June 30, 2022 contract year shall be applied retroactively to July 1, 2021 only to those employees still employed by the Board on the dates of ratification/approval of this Agreement by the Board and the Union.

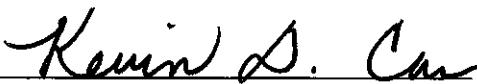
Section 23.2

Either party may notify the other party in writing of its desire to bargain collectively with respect to the successor agreement; however, neither party shall be obligated to take part in any such collective bargaining session prior to January 1, 2024.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of

For the Canton Board of Education

For the Canton Federation of Education
Personnel, AFT-CT, AFT, AFL-CIO





Kevin D. Case
Superintendent of Schools

Terri-Ann Humphrey
President

December 17, 2021
Date

12/17/21
Date

**APPENDIX A
WAGE SCHEDULES**

1. Effective in the First Year of the Agreement:

a. Retroactive to July 1, 2021 (Per Section 23.1)

	No Degree	2 Year Degree or ParaPro	4 Year Degree	Tutor Rate
Start - 5 yrs	\$13.40	\$13.71	\$14.66	\$15.27
After 5	\$14.03	\$14.33	\$15.27	\$16.20
After 10	\$15.74	\$16.04	\$16.66	\$17.90
After 15	\$16.35	\$16.66	\$17.28	\$18.52

2. Effective in the Second Year of the Agreement:

a. July 1, 2022 – May 31, 2023

	No Degree	2 Year Degree or ParaPro	4 Year Degree	Tutor Rate
Start - 5 yrs	\$14.07	\$14.39	\$15.39	\$16.04
After 5	\$14.45	\$14.76	\$15.73	\$16.69
After 10	\$16.05	\$16.37	\$16.99	\$18.26
After 15	\$16.68	\$16.99	\$17.62	\$18.89

b. June 1, 2023 – June 30, 2023

	No Degree	2 Year Degree or ParaPro	4 Year Degree	Tutor Rate
Start - 5 yrs	\$15.00	\$15.20	\$16.01	\$16.68
After 5	\$15.25	\$15.45	\$16.26	\$16.93
After 10	\$16.37	\$16.69	\$17.33	\$18.62
After 15	\$17.01	\$17.33	\$17.98	\$19.27

3. Effective in the Third Year of the Agreement:

a. July 1, 2023

	No Degree	2 Year Degree or ParaPro	4 Year Degree	Tutor Rate
Start - 5 yrs	\$15.00	\$15.20	\$16.01	\$16.68
After 5	\$15.25	\$15.45	\$16.26	\$16.93
After 10	\$16.37	\$16.69	\$17.33	\$18.62
After 15	\$17.01	\$17.33	\$17.98	\$19.27

Permanent Building Substitutes Literacy Specialist
Daily Per Diem Rate Hourly Rate

*Retroactive to July 1, 2021	\$99.55	\$25.49
July 1, 2022	\$101.54	\$26.00
June 1, 2023	\$103.57	\$26.52
July 1, 2023	\$103.57	\$26.52

*Per Section 23.1

**LETTER OF UNDERSTANDING
BETWEEN
THE CANTON BOARD OF EDUCATION
AND
CANTON FEDERATION OF EDUCATION PERSONNEL
AFT-CT, AFT, AFL-CIO
REGARDING OFF-SCALE RATES OF PAY**

It is agreed by and between the undersigned Parties that, notwithstanding the language in ARTICLE 11, WAGES and APPENDIX A, WAGE SCHEDULES, the following bargaining unit employee shall be compensated at off-scale rates of pay for their duration of continuous employment in this bargaining unit including any period of layoff/recall as referenced in Article 18 of the contract.

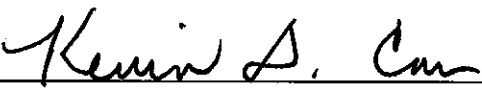
The employee covered by this Letter of Understanding is:

Humphrey, Terri-Ann

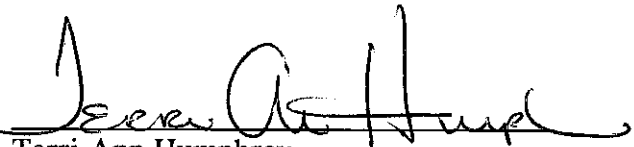
IN WITNESS WHEREOF, the parties hereto have set their hands this day.

For the Canton Board of Education


For the Canton Federation of Education
Personnel, AFT-CT, AFT, AFL-CIO



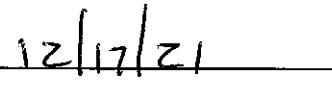
Kevin D. Case
Superintendent of Schools



Terri-Ann Humphrey
President



Date



Date

**LETTER OF UNDERSTANDING
BETWEEN
THE CANTON BOARD OF EDUCATION
AND
CANTON FEDERATION OF EDUCATION PERSONNEL,
AFT-CT, AFT, AFL-CIO
REGARDING EXTENSION OF PAID DAYS DUE TO THE PROCTORING OF AP
EXAMS**

It is agreed by and between the undersigned Parties that, notwithstanding the language in ARTICLE 10, WORK YEAR/WORK WEEK/HOURS the following bargaining unit employee shall receive an extension of paid work days at the end of their normal work year resulting in a total of 173 work days due to the employee's proctoring of AP exams for the Canton Board of Education during their regularly scheduled contractual work year.

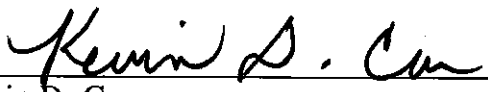
The employee covered by this Letter of Understanding is:

Carey-Jones, Robyn

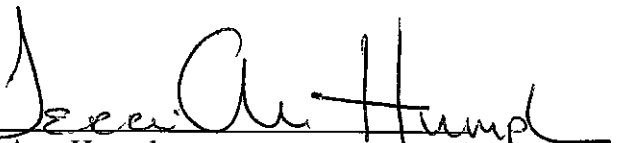
IN WITNESS WHEREOF, the parties hereto have set their hands this day.

For the Canton Board of Education

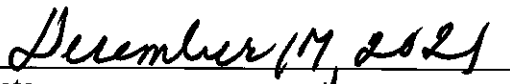
For the Canton Federation of Education
Personnel, AFT-CT, AFT, AFL-CIO



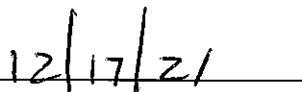
Kevin D. Case
Superintendent of Schools



Terri-Ann Humphrey
President



Date



Date