

AGREEMENT BETWEEN

EAST WINDSOR BOARD OF EDUCATION

AND

EAST WINDSOR PARAEDUCATORS
CSEA/SEIU LOCAL 2001

July 1, 2022 to June 30, 2025

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ARTICLE I
RECOGNITION

- 1.1 The Board recognizes and certifies the East Windsor Paraeducators, CSEA/SEIU Local 2001, for the purposes of professional negotiations as the exclusive representative for all employees in the unit for the purposes of and with all rights and privileges as provided by Public Act No. 491 and General Statutes 7-467 and under certification by the Connecticut State Labor Relations Board under Case No. ME-4531 dated January 4, 1980.

The recognition consists of employees of the East Windsor Board of Education employed in paraeducator and multi-handicapped paraeducator positions, for whom the regularly scheduled work week consists of twenty (20) hours or more.

ARTICLE II
GRIEVANCE PROCEDURE

2.1. **Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of employees as expressed in this agreement. Both parties agree the proceedings shall be kept confidential as is appropriate.

2.2. **Definitions**

- A. "Grievance" shall mean a claim of an employee that there has been a misinterpretation or misapplication of the specific terms of this agreement.
- B. "Employee" shall mean any member of the bargaining unit.
- C. "Party in Interest" shall mean the person or persons making the claim, including their designated representatives as provided for herein.
- D. "Days" shall mean when the Superintendent's office is open for business.

2.3. **Time Limits**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each step shall be considered as a maximum. The time limit specified may, however, be extended by a written agreement of the parties interest, at which time new evidence may be introduced by written agreement of the parties.

- B. If an employee does not file a grievance in writing within five (5) days after which he/she knew, or should have known, of the act on which the grievance is based, then the grievance shall be considered to have been waived.
- C. A grievance filed during the last two (2) weeks of school shall be filed at formal Level Two and all preceding levels of the grievance procedure shall be waived by the parties.
- D. When a grievance is filed under Section "C" above, the grievance shall be processed during the summer months unless the parties involved mutually agree in writing to suspend the grievance until the start of the next school year.
- E. Failure by the aggrieved employee at any level to appeal to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- F. Failure by the administrator involved to render a decision within the specified time limits shall be deemed to be a denial of the grievance submitted.

2.4. **Informal Procedure**

- A. If an employee feels that he/she may have a grievance, he/she will first discuss the matter with his/her supervisor in an effort to resolve the problem informally, with or without the assistance of the Union.
- B. If an employee is not satisfied with such disposition of the matter, he/she shall have the right to have the Union assist him/her in further efforts to resolve the problem informally with the supervisor.

2.5. **Formal Procedure**

A. Level One - Administrator/Supervisor

1. If the employee is not satisfied with the outcome of formal procedures, he/she shall submit his/her claim as a written grievance to his/her supervisor. The written statement of grievance shall contain a statement of the facts, the remedy requested and a reference to that provision of this Agreement which the employee claims has been violated.
2. The supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the employee, with a copy to the Union.

B. Level Two - Superintendent of Schools

1. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, file the grievance to the Superintendent of Schools, with a copy to the Union.
2. The Superintendent may, within five (5) days after the receipt of the grievance, meet with the aggrieved employee and with a representative of the Union for the purpose of resolving the grievance.
3. The Superintendent shall, within five (5) days after the final hearing, render his/her decision and the reasons therefore, in writing to the aggrieved employee, with a copy to the Union.

C. Level Three - Board of Education

1. If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, file a grievance to the Board of Education, with a copy to the Union.
2. The Board of Education shall, within twenty (20) days after receipt of the appeal, meet with the aggrieved employee and with a representative of the Union for the purpose of resolving the grievance. Minutes of such hearing shall be kept by the Superintendent and made available to any party in interest upon written request.
3. The Board of Education shall, within fifteen (15) days after the final hearing render its decision and reasons therefore, in writing to the aggrieved employee, with a copy to the Union.

D. Level Four - Arbitration

1. In the event the grievance shall not have been satisfactorily settled, the Union or the Board may, within five (5) days of the decision by the Board, submit the dispute to arbitration by the State Board of Mediation and Arbitration, whose decision shall be final and binding on the Board and the Union. In the event the Union decides not to submit the grievance to arbitration, the individual aggrieved may submit the grievance to arbitration but shall bear the full cost.

Prior to submitting any grievance to the State Board of Mediation and Arbitration, the Union shall notify the Superintendent, in writing, of its intent to do so. The Board shall have the right to have matters heard by the American Arbitration Association (the "AAA") at Board expense. The Superintendent or his or her designee shall notify the President of the Union within five (5) school days of the receipt of notice from the Union of the Union's intent to submit the grievance to arbitration.

2. The arbitrator may only hear and decide grievances based upon an alleged misapplication or misinterpretation of the specific terms of this Agreement. The decision of the Board shall be final on all other matters. The arbitrator shall hear and decide only one grievance in each case. He/she shall have no power to add to, delete from, or modify in anyway, any of the provisions of this Agreement. If the Union or the Board submits the grievance to arbitration, the cost of arbitration shall be borne equally by the parties.

2.6. **Miscellaneous**

- A. Employees and their representative shall not suffer any loss of pay when involved in processing of grievances.
- B. Copies of all documents, communications and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
- C. Forms for filing and processing grievances are found in the Appendix attached hereto and are made a part of this Agreement. Forms shall be made available through the Union so as to facilitate operation of the grievance procedure.
- D. Grievances shall be considered waived unless submitted within five (5) days of the date the aggrieved knew or should have known of the event or action upon which the grievance is based.
- E. Unless expressly limited by a specific section of this Agreement, all rights, powers and authority of the Board of Education involving the East Windsor District, including but not limited to full control over the policies, practices, procedures and regulations with regard to employees of the Board, shall remain vested sole and exclusively in the Board of Education.
- F. No reprisals of any kind shall be taken by either party or by any member of the East Windsor administration or the East Windsor Paraeducators against any participant in the grievance procedure by reason of such participation.

ARTICLE III
WAGE CLASSIFICATIONS

3.1 All employees who come under this Agreement will come under the following schedule:

<u>Responsibility Group</u>	<u>Classification</u>
I	Multi-handicap Paraeducators/Preschool Paraeducators
II	Paraeducators
III	ABA Paraeducators/Discovery Paraeducators/Strive Paraeducators

ARTICLE IV
WAGES

- 4.1 The wage schedule is set forth in Appendix "A" and is part of this contract.
- 4.2 All personnel shall be placed on a specific step of the wage schedule based on position classification as established in Article III.
- 4.3 Wage Increases are outlined in Appendix A
- 4.4 The Board of Education may, at its sole discretion, award additional incremental raises to an employee for meritorious service. Employees may receive up to \$1.00 per hour in additional salary for meritorious service.
- 4.5 Longevity payment shall be made to employees who qualify as follows:
- 10 years of consecutive service, as of September 10 of each year: \$275.00
 - 15 years of consecutive service, as of September 10 of each year: \$375.00
 - 20 years of consecutive service, as of September 10 of each year: \$475.00
 - 25 years of consecutive service, as of September 10 of each year: \$525.00
 - 30 years of consecutive service and thereafter, as of September 10 of each year: \$800.00
- 4.6 All longevity payments made in one lump sum in the month of December of each fiscal year of the fiscal year.
- 4.7 All employees who have PMT certification shall receive a yearly stipend of \$300.

4.8 Direct deposit of paychecks shall be required for all employees.

ARTICLE V
INSURANCE

5.1 The Board of Education shall offer paraeducators that work 30 hours or more per week health benefits through the State Partnership Plan (CT Partnership 2.0) The Board of Education will contribute to the cost of employee only coverage. The employee premium cost share for this plan shall be:

7/1/22 9.66% of annual wages of a first step paraeducator

7/1/23 10.5% of annual wages of a first step paraeducator

7/1/24 11.0% of annual wages of a first step paraeducator

Paraeducators may purchase additional dependent coverage at no cost to the Board of Education.

Effective 7/1/23, the Board of Education shall offer eligible paraeducators dental insurance and the employee is responsible for 100% of the premium cost.

5.2 The Board shall provide and pay for the full cost of life insurance for each employee in the amount of \$30,000.

5.3 Employees shall notify the East Windsor Human Resource Department, in writing, of their choice for health insurance by the first day of June of each year.

5.4 The Board has the right to change carriers provided coverage is comparable and employee's out-of-pocket expense is no greater than it would have been in the absence of a change.

5.5 The Board and the Association agree to create the IRS Section 125 for premium costs.

5.6 All employees who retire during the term of this agreement may participate at their own expense in a package of insurance to the extent permitted by law.

ARTICLE VI
JOB SECURITY

- 6.1 After an employee has successfully served a ninety (90) day probationary period, he/she shall be appointed to his/her position.
- 6.2 Probationary employees cannot utilize the grievance procedure during their period of probation.
- 6.3 Probationary periods may be extended by mutual agreement of the parties.

ARTICLE VII
PROTECTION OF EMPLOYEES

- 7.1 Employees shall report immediately in writing to their administrator and to the Central Office all cases of assault suffered by them in connection with their employment.
- 7.2 Such report shall be forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in his/her possession.

ARTICLE VIII
EMERGENCY CLOSING OF SCHOOLS

- 8.1 Employees shall report to work only on days when school is in session, except when directed to do otherwise by the building administrator or the Superintendent of Schools.
- 8.2 If school has started, but is closed early, employees will be sent home after students are dismissed and all school buses have departed and will receive their full pay for the day.
- 8.3 If the opening of school is delayed, employees shall report to work at the delayed time and shall receive full pay for the scheduled work day.

ARTICLE IX
HOLIDAYS AND EARLY RELEASE TIME

- 9.1 Employees shall receive ten (10) paid holidays, which will be Martin Luther King Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, President's Day, and a floating holiday*.
- 9.2 If a holiday falls on a Saturday or Sunday, it will be observed on the date as scheduled in the school calendar.

- 9.3 Employees shall be entitled to early release at the half-day dismissal time at the school they are assigned to without loss of pay, on the day before Thanksgiving, provided it is so scheduled in the school calendar.
- 9.4 In the event a payday occurs on a holiday when employees are not scheduled to work, paychecks will be issued on the last work day preceding the holiday.

*Upon prior approval by the Superintendent of Schools or his/her designee.

ARTICLE X **SICKLEAVE**

- 10.1 Employees will be allowed fifteen (15) days of absence due to personal illness without loss of pay. Unused sick leave may be accumulated to a maximum of one hundred (100) days. Sick leave in the amount of fifteen (15) days will be added to any prior accrued sick leave each July 1st for the Paraeducators starting on the first scheduled work day of the school year. Those paraeducators starting after that date shall have their amount prorated and added upon their start date. Three (3) sick days, of the allotted fifteen (15) per year, may be used for the care of immediate family, as defined in the Funeral Leave Article.
- 10.2 Attendance Incentive
- Employees who have accumulated one hundred (100) sick days, and receives his/her additional fifteen (15) days at the beginning of the school year, shall be eligible to receive \$35 per unused sick day for all days above one hundred (100); provided the employee has not used more than three (3) sick days in the respective school year.
- 10.3 A physician's certificate may be required by the Administration, after three (3) or more consecutive days of absence, or in the case of suspected abuse.

ARTICLE XI **FUNERAL LEAVE**

- 11.1 In the event of a death in an employee's immediate family, it is recognized by the parties that the employee may need time off to attend the funeral service from the day of the death to the day of the funeral. If any of these days occur on the employee's scheduled working days, the employee shall suffer no loss in pay, exclusive of overtime, but not to exceed a maximum of three (3) days of absence for each occurrence.

11.2 Immediate family is defined as:

- Spouse
- Child
- Parent
- Sibling
- Grandparent
- Grandchild
- Father-in-law and Mother-in-law
- Brother-in-law and Sister-in-law
- Any blood relative domiciled in employee's home

ARTICLE XII
JURY DUTY

- 12.1 Any employee who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave or personal days. The amount of compensation received for duty, excluding traveling expenses, shall be deducted from the staff member's wages. In any event, the employee shall not receive less than the normal day's pay. If the employee is excused from the court on any scheduled working day prior to 12:00 noon or who is not required to be in court on any scheduled working day while serving on jury duty, the employee shall report to school for work.

ARTICLE XIII
PERSONAL LEAVE

- 13.1 Leave of absence with pay for personal reasons will be granted in any one-year subject to written application and written approval from the Superintendent of Schools or his/her designee in accordance with the following stipulations:
- a. Application for such leave will be submitted no later than three (3) days before the requested absence for August through April and no later than five (5) school days before the requested absence for May and June (except in emergency situations).
 - b. Requests for personal leave will be granted for personal business which cannot be transacted other than during the school day. An annual maximum of three (3) days of leave may be granted at full pay. Such days may be taken on a half-day basis. All three (3) days shall be discretionary.
 - c. Such leave is not cumulative from year to year.

d. Paid leaves under this article may not be granted on the day immediately preceding or the day immediately following a school vacation or holiday without the approval of the Superintendent.

ARTICLE XIV
EMERGENCY LEAVE

- 14.1 In cases of emergency which must be attended to during the school day, an annual maximum of one (1) day of leave will be granted. The rate of pay shall be the difference between the employee's wages and the substitute's wages, if one is used.
- 14.2 Such leave is not cumulative.
- 14.3 Prior notification to the building principal is required where applicable.
- 14.4 After the fact approval by the Superintendent or his/her designee is required.

ARTICLE XV
NO WORK STOPPAGES

- 15.1 Neither the Union nor any of the employees in the bargaining unit shall call, authorize, instigate, sanction, condone or participate in any strike, slowdown, work stoppage, refusal to render services or any action against the Board which would impede the proper functioning of the school system at any time, nor shall there be any lockout by the Board in any part of the Board's operation.

ARTICLE XVI
POSTING OF VACANCIES

- 16.1 Notice of vacancies and/or new positions shall be on the district's website for five days for internal applicants. Any person interested in a position must file an online application within four (4) working days prior to any public announcement of the vacancy and/or new position.

ARTICLE XVII
REVIEW OF PERSONNEL FOLDER

- 17.1 Employees desiring to review their official personnel folder will be permitted to do so by making an appointment with their immediate supervisor.

ARTICLE XVIII
DISPLAY OF UNION MATERIAL

- 18.1 The Board shall provide space in each school office and the Central office for the display of Union material.

ARTICLE XIX
UNION MEETINGS

- 19.1 The Union may call meetings in each school whenever necessary, providing they do not leave their work stations before 4:00 p.m.

ARTICLE XX
HOURS OF EMPLOYMENT

- 20.1 Employees work year shall include the student school year based on the approved school calendar including make up days and one (1) additional professional development day in the 2022-2023 school year and three (3) professional development days beginning with the 2023-2024 school year.

Work days shall fall between Monday and Friday. In addition, employees are required to attend professional development sessions scheduled by the Board on early release days. Employees will be paid for all hours of such sessions.

- 20.2 Employees may work on days when school is not in session if assigned by the building administrator and approved by the Superintendent of Schools or his/her designee.
- 20.3 All employees are entitled to a 30-minute uninterrupted lunch period except under exigent circumstances. If an employee is required to work for a portion of his or her lunch period due to exigent circumstances, he or she shall be paid for the time worked in accordance with applicable law.
- 20.4 Paras are required to attend all professional development training unless notified by Administrators. Attendance for professional development trainings not deemed required by administrators shall be optional, individuals who attend shall be paid their regular hourly rate.
- 20.5 Employees with Pre-Kindergarten or Kindergarten assignments may be required to work, before the Pre-Kindergarten and/or Kindergarten students return, for mandatory Professional Development as determined by the Administrator.

- 20.6 The parties shall maintain a professional development committee comprised of administrative personnel and three union representatives. Each party shall be responsible for selecting its committee representatives. This committee shall be charged with enhancing the professional development opportunities available to employees in this unit. Professional development opportunities shall align with district and/or school related goals.
- 20.7 The District will pay members an additional \$20/half day and \$40/full day for time worked covering a classroom in the absence of a teacher, teacher substitute or other individual responsible for supervising the classroom as a whole. (Upon ratification and not retroactive)

ARTICLE XXI
MISCELLANEOUS

- 21.1 This Agreement may be reopened at any time on any matter providing the Board and the President of the Union agree that it should be reopened. Any modification of this Agreement will be ineffective until approved by both the Board and the Union and made an addendum or amendment to the existing Agreement.

ARTICLE XXII
PENSION

- 22.1 Eligible classified employees shall make contributions as outlined in the Town of East Windsor Defined Benefit Pension Plan, appendix E and as amended from time-to-time.

ARTICLE XXIII
DURATION

- 23.1 The terms of this Agreement shall be effective as of the first day of July, 2022 and shall continue and remain in full force and effect to and including the 30th day of June, 2025..
- 23.2 If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of the Agreement.

ARTICLE XXIV
SAVINGS CLAUSE

24 .1 It is agreed that if any section, clause or phrase of this Agreement is found illegal, then such findings will have no effect on any of the remaining portions or provisions of this Agreement.

ARTICLE XXV
LAYOFF, RECALL AND TRANSFERS

25.1 In the event it becomes necessary to eliminate positions, the following procedure shall be followed in selecting the employees to be laid off. The Union shall be notified of the need for position elimination by July 31st or as soon as possible following the adoption of a town budget and before any determination shall be made of the individual employee to be laid off.

- A. Retirement, resignations, transfer requests and termination for cause among personnel will first be reviewed to determine if the staff may be reduced in sufficient number or adjusted to avoid further layoff of employees.
- B. If additional employees must be released, the probationary employees shall be terminated on a system wide basis before any permanent employees shall be terminated, provided that the permanent employee is qualified to perform the duties of the available position as set forth in subsection "c" below. In determining who, among two (2) or more employees in the area of reduction, shall be laid off, seniority as well as performance and ability shall be considered.
- C. If, after the above steps, it is necessary to terminate the employment of permanent employees, the least senior employee within the responsibility group classification when the layoff will occur shall be terminated first.
- D. Permanent employees who are laid off shall be entitled to replace probationary employees outside of their responsibility group classification assignment provided that the permanent employee is qualified by experience or training to perform the duties of the probationary employee.
- E. Any employee that is terminated shall be notified in writing by the Superintendent of Schools.

25.2 For the purpose of this article, seniority is defined as the total number of complete years of continuous, unbroken service in the East Windsor School system, starting with the first full month of employment. In the event that two or more employees shall have started

work in the same month and thus have the same seniority date, then the identity of the employee to be laid off shall be determined by a review of performance and ability as evidenced by the most recent written evaluations contained in the employee's personnel file. If such review indicates that the performance and ability of the employees with the same seniority dates is substantially equal, the actual date of hire shall control.

- 25.3 Nothing herein shall require the transfer or promotion of an employee to a higher responsibility group classification or to a higher rate of pay.
- 25.4 Recall Procedure:
- A. The name of any employee who has been laid off because of the elimination of a position or a reduction in personnel shall be placed upon a reappointment list and remain on such a list for one (1) year, provided such employee does not refuse an appointment and provided such employee applies, in writing by registered mail, for the retention of his/her name on said list on or before July 1st of each year subsequent to his/her layoff.
 - B. Any employee on the reappointment list shall receive a written offer of reappointment at least fifteen (15) days prior to the date of reemployment, where possible. The employee shall accept or reject the appointment within three (3) days. If he/she accepts the appointment, he/she shall receive written notice at least five (5) days prior to the date of reemployment, where possible.
 - C. An employee who is recalled shall retain credit for all previous years of service for retirement purposes and shall also retain credit for all other accrued time, benefits and rights existing on the date of layoff.
- 25.5 When it is necessary or desirable to transfer a bargaining unit member, including part-timers, from one school to another, the notice of transfer shall be given in writing with reason(s) to the bargaining unit member involved as soon as practicable and under normal circumstances not later than July 1st, if the transfer is to take place in the next school year. Notification of the anticipated assignment may be changed during the summer if circumstances arise which necessitate the change. In that event the bargaining unit member will be notified in writing as soon as practicable which notice shall state the reason or reasons for such change. An employee who has successfully completed the probationary period and who requests a transfer shall only be required to submit an abbreviated application together with names of references.
- 25.6 When an employee is involuntarily transferred and the Board seeks to fill a position, the Board will fill the position the employee was involuntarily transferred into, not the position the employee was transferred from. Once the position is filled, the employee

will be restored to his/her original position. However, the Board and the Union agree the primary objective is to provide services to the students therefore, there may be a need for a transitional period. Nothing herein shall prohibit the employee from applying for the position he/she was involuntarily transferred into.

ARTICLE XXVI
UNION
SECURITY

- 26.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become a member of the Union.
- 26.2 Union dues shall be deducted by the Board of Education from the paycheck of each employee who signs and remits to the Board a written authorization form. Such deduction shall be discontinued upon notification from the Union.
- 26.3 The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the Union, and authorization for voluntary deductions from wages or payments for remittance to PAC, subject to the requirements of state and federal law. The Board shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.
- 26.4 The Board shall provide, in an editable digital file format, the following information if on file with the employer: Name, job title, department, work location, work email address, work telephone number, personal mobile number and the home address of any newly hired employee along with their date of hire and rate of pay. The Employer shall provide such information with real-time electronic transmission of new hire data whenever possible but in no event later than ten (10) days after such employee is hired or the first pay period of the month following the hiring of such employee, whichever is earlier. Upon receipt of a membership list submitted by the Union, the Board agrees to verify within ten (10) days via electronic notification that the Board's records accurately reflect the membership status of each employee listed in the membership list provided by the Union. The Board shall identify any discrepancies between the membership list and its records.

- 26.5 The amount of dues deducted under this Article, together with a list of all employees for whom such deductions were made, and a list of all employees in the bargaining unit, shall be remitted to the Union's designee within one (1) week after the payroll period in which such deduction is made.
- 26.6 The organization agrees to indemnify and to hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall, or may arise out of, or by reason of, action taken by the Union for the purpose of complying with the provisions of this Article.
- 26.7 The East Windsor Board of Education and the Union agree not to discriminate in any way against employee covered by the Agreement on account of race, religion, creed, color, national origin, age, or political affiliation.
- 26.8 The Union, shall have the right to meet with individual employees on the Board premises during the workday to investigate and discuss grievances, workplace-related complaints and other workplace issues. The Union shall be permitted to conduct worksite meetings on the Board premises during meal periods, during other paid or unpaid breaks, and before or after the workday.
- 26.9 The Union shall be given access to new employees during the orientation meeting.

ARTICLE XXVII
ABILITY TO PERFORM

- 27.1 When an employee has been absent for work for sixty (60) consecutive calendar days the Superintendent of Schools shall review the individual's medical certifications to determine the employee's ability to return to work. If it is determined on the basis of medical certification the employee does not have the ability to perform his/her duties, the employee shall be placed on unpaid medical leave.

After ninety (90) calendar days the individual's status shall be reviewed again and determination made regarding leave status and employment status. An employee may submit a medical certification for the Superintendent's review at any time within the ninety (90) day period he/she is released to return to work.

The Board shall have the right to seek a second opinion from a doctor selected by the Superintendent.

ARTICLE XXVIII
OVERTIME CALL-BACK

- 28.1 All overtime, except emergencies, must be specifically approved in advance by the Superintendent of Schools or his/her designee. Overtime shall be distributed on an equal basis as is practical. In the event that all qualified employees decline to work overtime, the least senior such employee, assigned to the building, must perform such overtime for the period scheduled.

ARTICLE XXIX
RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

- 29.1 Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers, and authority heretofore held by the Board of Education, pursuant to any charter, general or special statutes, ordinance, regulation, or other lawful provision, under the complete operations, practices, procedures, and regulations with respect to employees of the Board, shall remain solely and exclusively in the Board, including, but not limited to the following:

To determine the standards of service to be offered by Board employees; to determine the standards of selection for Board employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or other legitimate reasons; issue rules and regulations; maintain efficiency of governmental operations; determine work schedules; determine the methods, means, and personnel by which the Board's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and technology of performing its work; and fulfill its legal responsibilities.

Such rights, powers, and responsibilities shall be exercised in a reasonable manner so as not to be arbitrary or capricious. If any conflict occurs between this Article and any other Articles in this Agreement, the latter shall govern. The Board agrees to comply with the Municipal Employees Relations Act in regard to its obligations to negotiate with the Union over mandatory subjects of bargaining.

ARTICLE XXX
KEY FOBs

- 30.1 All employees shall be issued a key fob to their respective building upon the passing of their probationary period.

ARTICLE XXXI
DISTRIBUTION OF NEW HIRE PACKET

The Board and the Union agree that the Board shall provide, at the time of hire, a Union New Hire Packet to all new employees. The Union New Hire Packet may include, but shall not be limited to, a welcome letter, SEIU history and/or Local Union history, this Agreement and any memoranda of understanding, a membership application, a list of member-only benefits, contact information of local union officers and stewards, and new employee FAQs that explain this Agreement. The Union New Hire Packet will be furnished by the Union.

If an employee chooses to complete a membership application during the new hire process, the Board shall collect the membership application and transmit it to the Union.

SIGNATURE BLOCK

In witness whereof, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed hereto as of the date and year first abovewritten.

East Windsor Board of Education

East Windsor Paraeducators
CSEA, SEIU Local 2001

By: Patrick Under 2/24/23
Superintendent of Schools Date

By: Karen Boshell 2/22/23
Chapter President Date

By: Ronald R 2/24/23
Chairman, Board of Education Date

By: Wanda Day 2/22/23
Staff Representative Date

APPENDIX A PARAEDUCATOR SALARY TABLES

2021/22

	Old Step #	New Step #	FY23	FY24	FY25
Cat I	1				
Multihandi &	2				
Preschool	3	1	21.44	21.87	22.42
Paras	4	2	21.95	22.39	22.95
	5	3	22.48	22.93	23.50
	6	4	23.00	23.46	24.05
	7	5	23.54	24.01	24.61
	8	6	24.04	24.52	25.13
	9	7	24.58	25.07	25.70
	10	8	25.22	25.72	26.36
	11	9	26.03	26.62	27.29
Cat II	1				
Paras	2				
	3	1	19.92	20.32	20.83
	4	2	20.45	20.86	21.38
	5	3	20.97	21.39	21.92
	6	4	21.49	21.92	22.47
	7	5	22.03	22.47	23.03
	8	6	22.55	23.00	23.58
	9	7	23.09	23.55	24.14
	10	8	23.72	24.19	24.79
	11	9	24.52	25.07	25.70
Cat III	1				
ABA/ Strive	2				
& Discovery	3	1	21.69	22.12	22.67
Paras	4	2	22.21	22.65	23.22
	5	3	22.74	23.19	23.77
	6	4	23.25	23.72	24.31
	7	5	23.79	24.27	24.88
	8	6	24.30	24.79	25.41
	9	7	24.84	25.34	25.97
	10	8	25.48	25.99	26.64
	11	9	26.29	26.88	27.55

Year 1: Members on steps 1-8 (old steps 3-10) on 6/30/22 advance

1 step on 7/1/22

Year 2: Members on steps 1-8 on 6/30/23 advance 1 step on 7/1/23

Year 3: There is no step advancement

MEMORANDUM OF UNDERSTANDING

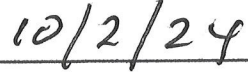
This Memorandum of Understanding (“MOU”) is made by and between the East Windsor Paraeducators, CSEA/SEIU Local 2001 (the “Union”) and the East Windsor Board of Education (the “Board”).

- 1) The Board and the Union agree that the paraeducators referenced in the attached list were assigned to the wrong pay category at the commencement of the 2024-2025 school year. (See Exhibit A, List)
- 2) The Board and the Union agree that the above-listed employees shall be paid the rate associated with their current positions or the incorrect listed rate, whichever is higher, for the 2024-2025 school year only. If applicable, such payment shall be retroactive to August 20, 2024. Commencing with the 2025-2026 school year, all paraeducators shall be paid in accordance with the rates associated with the positions they hold.
- 3) This MOU resolves any and all misclassifications resulting in errors in payment for previous years. The Union waives all such claims not covered by this MOU.
- 4) The Board and the Union agree that the classifications going forward shall be as follows:
 - a. ABA/STRIVE/Discovery Paras as assigned to those specialized programs shall be Category III;
 - b. Paras assigned to work with Multi-Handicapped students if those students require toileting, feeding, lifting, monitoring of seizure activity and/or other assignment to the Life Skills program shall be Category I;
 - c. All other paras in both regular and all other special education programs shall be Category II.

- 5) The Board and the Union agree that changes to the categories listed in Paragraph 4 (a-c) cannot be changed except through collective bargaining and/or another MOU.
- 6) This agreement shall not be precedent setting, and shall be inadmissible in any grievance or interest arbitration proceeding.



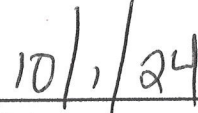
Patrick Tudryn, Ed.D., Superintendent of Schools
For the East Windsor Board of Education



Date



Karen Kasheta, President
For the East Windsor Education Association



Date