

COLLECTIVE BARGAINING AGREEMENT

By and Between

EAST WINDSOR BOARD OF EDUCATION

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)
EAST WINDSOR SECRETARIES AND CUSTODIANS
Local 424 – Unit 145**

July 1, 2025 through June 30, 2028

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ARTICLE I
RECOGNITION

- 1.1 The Board recognizes and certifies the East Windsor Classified Personnel, 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 and under certification by the Connecticut State Labor Relations Board under Case No. ME-35,523 dated February 21, 2025.

The recognition consists of employees of the East Windsor Board of Education employed in secretarial, clerical, custodial and library associate, for whom the regularly scheduled workweek consists of twenty (20) hours or more, excluding the Superintendent's Administrative Assistant, Human Resource Director, Payroll Associate and Accounts Payable-Accountant.

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. Within five (5) days after the receipt of the grievance, meet with the aggrieved employees, and with a representative of the union for the purpose of resolving the grievance.
3. The supervisor shall, within ten (10) 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 five (5) 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 five (5) 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 eight (8) 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. 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.
- D. 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.
- E. No reprisals of any kind shall be taken by either party or by any member of the East Windsor administration or the East Windsor Classified Personnel 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	Head Custodians Central Office Administrative Assistants
II	Administrative Secretaries
III	School Office Secretaries (10-month employees), School Custodians
IV	Van Drivers, Library Associates

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.

During the duration of this Agreement, no newly hired employee shall be placed at a salary level (step) higher than any employee currently in the system with the same experience in the subject and/or related area.

- 4.3 Wage Increases as outlined in appendix.

- 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: \$225.00
 - 15 years of consecutive service, as of September 10 of each year: \$250.00
 - 20 years of consecutive service, as of September 10 of each year: \$275.00
 - 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 September of each fiscal year of the fiscal year
- 4.7 Direct deposit of paychecks shall be required for all employees.

ARTICLE V
INSURANCE

- 5.1 The Board of Education shall provide the following fringe benefits, or their equivalent, for eligible employees and their enrolled dependents:
 - A. Health and dental benefits through the State Plan (CT Partnership Plan 2.0). Employees who wish to participate in the Dental Plan 2 with riders A, B, C, D set forth in Exhibit A shall pay the full cost to buy up for the Dental Plan 2 with Riders A, B, C D. Vision benefits are included in the health plan.

The premium cost share for this plan shall be:

Health Plan:

July 1, 2025	19.25%
July 1, 2026	20.00%
July 1, 2027	20.75%

Dental Plan:

July 1, 2025	25.0%
July 1, 2026	25.0%
July 1, 2027	25.0%

- 5.2 The Board shall provide and pay for the cost of life insurance for eligible employees in the amount of \$30,000.
- 5.3 The Board shall provide and pay for the full cost of life insurance for each eligible library associate, in the amount of \$20,000.
- 5.4 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.

- 5.5 The Board has the right to change carriers provided coverage is comparable and employees' out-of-pocket expense is no greater than it would have been in the absence of a change.
- 5.6 The Board and the Association agree to create the IRS Section 125 for premium costs.
- 5.7 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 a classified 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 When schools are closed due to emergencies such as weather, School Office Secretaries (10-month employees) and library associates shall report to work only if directed to do so by the building administrator or the Superintendent of Schools. All other classified employees shall report to work as if school was in session. If due to the emergency, the Superintendent or his/her designee closes offices for the day, office staff (excluding School Office Secretaries and library associates) should be prepared to work remotely and will be paid their regular rate of pay for their scheduled hours. Office staff who cannot work remotely due to loss of power or internet access will not suffer any loss of pay or time. If due to weather, the Superintendent or his/her designee closes the entire district and directs all staff to stay home, no employees will suffer any loss of pay.
- 8.2 If school has started, but is closed early, School Office Secretaries (10-month employees) and library associates will be sent home after students are dismissed and all school buses have departed and will receive their full pay for the day. If the 12-month Administrative Secretary is absent on any said day(s), the School Office Secretary shall remain at work until the end of the business day to assume the responsibilities of the 12-month Administrative Secretary. In the event the Superintendent or his/her designee dismisses other bargaining unit employees from work early due to the emergency, those employees shall be paid their regular rate of pay for their

scheduled hours.

- 8.3 If the opening of school is delayed, administrative assistants, School Office Secretaries (10-month employees) and library associates shall report to work late based upon the length of the delayed opening and, receive pay for the amount of time worked that particular day. Employees shall receive their full rate of pay if they remain available via email/phone during the delay.
- 8.4 Custodians directed to work by the Superintendent or his/her designee during which a State of Emergency due to weather or road conditions is announced, shall be paid time and one half for such time worked in lieu of the straight time outlined in 8.1.
- 8.5 Any custodial staff required to work on a day when the superintendent has closed both schools and offices shall be awarded one compensatory day. This comp day is not cumulative from year to year.

Employees required to work on Saturdays, Sundays, or Holidays shall be paid at two (2) times their hourly rate of pay, but shall not receive an additional compensatory day.

ARTICLE IX VACATIONS

- 9.1 All full time, twelve-month employees shall earn one (1) paid vacation day for each twenty-five (25) days worked from the date of hire to a maximum of ten (10) days per year. Paid sick leave and approved vacation time shall count towards accumulating vacation days.
- 9.2 After five (5) full years of employment the following schedule shall apply:
- After completion of five (5) years through completion of seven (7) years, employees shall be entitled to 14 days' vacation.
 - After completion of eight (8) years through completion of nine (9) years, employees shall be entitled to 16 days' vacation.
 - After completion of ten (10) years, employees shall be entitled to twenty (20) days' vacation.
 - After completion of fifteen (15) years through completion of 24 years, employees shall be entitled to twenty-five (25) days' vacation.
 - After completion of twenty-five (25) years, employees shall be entitled to thirty (30) days' vacation.
- 9.3 Vacation time shall be computed as of July 1st of each year. Employees hired after July 1st of each year will be given a prorated amount of vacation and shall be eligible to use the vacation after their probationary period.
- 9.4 Employees who are unable to take all earned vacation time due to work requirements shall be entitled to pay in lieu of taking earned vacation time off with prior approval by the Superintendent. A maximum of five (5) vacation days may be carried over and an additional

maximum of five (5) days of vacation may be paid out. In order to receive payout, employees must request payout by April 1st. The employer shall notify the employee by May 1st as to whether the request has been approved. Employees may withdraw their payout requests any time up until two weeks prior to payment.

ARTICLE X
HOLIDAYS AND EARLY RELEASE TIME

10.1 Twelve-month employees shall be granted the following holidays:

- | | |
|------------------------------|----------------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Day | 9. Columbus Day |
| 3. Two (2) Floating Holidays | 10. Thanksgiving Day |
| 4. Presidents' Day | 11. Day After Thanksgiving |
| 5. Good Friday | 12. Christmas Day |
| 6. Memorial Day | 13. Day After Christmas |
| 7. Independence Day | |

10.2 School Office Secretaries (10-month employees) and library associates shall be granted the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Day
11. Day after Christmas

10.3 If a holiday falls on a Saturday or Sunday, it will be observed on the date as scheduled in the school calendar.

10.4 Full-time/12-month employees shall be entitled to a 2-hour early release on Christmas Eve and New Years' Eve without loss of pay.

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

ARTICLE XI
SICK LEAVE

11.1 All full-time employees will be allowed eighteen (18) days of absence annually for personal illness without loss of pay. Once 40 hours of leave is used, as defined by CT Paid Sick Leave Law, employees remain eligible to utilize three (3) additional personal illness days to care for the illness of family members. Sick leave in the amount of 18 days will be added to any prior

accrued sick leave each July 1st. Those Classified Personnel starting after July 1st shall have their amount prorated and added upon their start date. Paid vacation time and approved sick leave time will count towards accumulation of sick leave.

11.2 School Office Secretaries (10-month employees) and library associates will be allowed fifteen (15) days of absence annually for personal illness without loss of pay. Once 40 hours of leave is used, as defined by CT Paid Sick Leave Law, employees remain eligible to utilize three (3) additional personal illness days to care for the illness of family members. Sick leave in the amount of 15 days will be added to any prior accrued sick leave each July 1st. Those 10-month full-time secretaries and library associates starting after that date shall have their amount prorated and added upon their start date.

11.3 All full-time classified employees, School Office Secretaries (10-month employees) and library associates covered by this contract shall accumulate unused sick leave to a maximum of one hundred thirty-five (135) days.

11.4 **Attendance Incentive**

Full time classified employees who have accumulated one hundred thirty-five (135) sick days in 2018-19, and each year thereafter, as of June, and receives his/her additional eighteen (18) days at the beginning of the school year, shall be eligible to receive \$35 per unused sick day for all days above one hundred thirty-five (135), provided the employee has not used more than three (3) sick days in the respective school year.

School Office Secretaries (10-month employees) and library associates who have accumulated one hundred thirty-five (135) sick days in 2018-19, and each year thereafter, as of June, 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 thirty-five (135), provided the employee has not used more than three (3) sick days in the respective school year.

11.5 A physician's certificate may be required by the Administration, after more than three (3) consecutive absences, or in the case of suspected abuse.

11.6 The Facilities Manager must be notified by the following times if employees are unable to report to work:

- Head Custodian – 10:00 p.m. the night before
- Maintenance/Custodians – by 6:00 a.m.
- Night Custodians – by 10:00 a.m.

Employees who do not call in will lose half a day unless it is a documented emergency.

ARTICLE XII
BEREAVEMENT LEAVE

12.1 In the event of a death in a full-time classified employee, School Office Secretaries (10-month employees) or library associate'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.

12.2 Immediate family is defined as:

- Spouse
- Child
- Parent
- Sibling
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law and Mother-in-law
- Brother-in-law and Sister-in-law
- Any relative domiciled in an employee's home (or that fall in that status of loco parentis)

ARTICLE XIII **JURY DUTY**

13.1 Any classified 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 XIV **PERSONAL LEAVE**

14.1 In the event an employee has 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, all shall be discretionary and require no explanation. Such days may be taken on a half-day basis.

14.2 Such leave is not cumulative from year to year.

14.3 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 five (5) days before the requested absence (except in emergency situations).

14.4 Personal leave may be used to extend vacation periods or holidays with prior notice to the superintendent or his/her designee, so long as the holiday does not land on a day school is in session.

ARTICLE XV
EMERGENCY LEAVE

- 15.1 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.
- 15.2 Such leave is not cumulative.
- 15.3 Prior notification to the building principal is required where applicable.
- 15.4 After the fact approval by the Superintendent or his/her designee is required.

ARTICLE XVI
NO WORK STOPPAGES

- 16.1 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 XVII
POSTING OF VACANCIES

- 17.1 Notice of vacancies and/or new positions shall be on the district's website for five days for internal applicants. Additionally, postings shall be sent via email every Friday for vacant positions. 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. Employees meeting the minimum job qualifications will be granted an interview.

ARTICLE XVIII
REVIEW OF PERSONNEL FOLDER

- 18.1 Employees desiring to review their official personnel folder will be permitted to do so by making a request in writing to the HR Manager.

ARTICLE XIX
DISPLAY OF UNION MATERIAL

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

ARTICLE XX
UNION MEETINGS

- 20.1 The Union may call meetings in each school whenever necessary, providing they do not leave their work stations before 4:00 p.m. with the exception of evening custodians who shall be permitted to attend meetings at the beginning of their shift provided they give notice to their supervisor and/or facilities director to ensure coverage is arranged.

ARTICLE XXI
HOURS OF EMPLOYMENT

21.1 The work week for 12-month full time clerical and full-time School Office Secretaries (10-month employees) shall be 37½ hours per week. Specific hours of work shall be assigned by the Superintendent of Schools or his/her designee.

21.2 The work week for full time custodial and maintenance personnel shall be 40 hours per week. Specific hours of work shall be assigned by the Superintendent of Schools or his/her designee.

During school vacation time, second shift custodians may request to work the first shift if no afternoon or evening activities are scheduled. Approval for the shift change may be granted by the Superintendent or his/her designee and the approval may be rescinded if events are rescheduled.

21.3 School Office Secretaries (10-month employees), and library associates 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.

21.4 School Office Secretaries (10-month employees), shall work between one hundred and ninety (190) and two hundred and ten (210) days per year. Work days shall fall between Monday and Friday, and include all student days. Any additional days shall be scheduled at the discretion of the Administrator.

21.5 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, and will be permitted to take his or her lunch break.

21.6 Custodians shall receive at least two (2) weeks of advance notice prior to the operation of the Family Resource Center (FRC) in a given school break.

ARTICLE XXII
PURCHASE OF FRINGE BENEFITS

22.1 All classified employees not receiving benefits outlined in Article V, Sections 5.1(A), may purchase such benefits at no cost to the Board of Education, with the following stipulations:

- A. The purchase of such benefits is approved by the insurance company which provides the benefits.
- B. Such purchases do not cause substantial rate increases, as determined by the Board of Education.
- C. The insurance company which provides the benefits shall use a separate experience factor, if possible, for the purpose of establishing rates, based solely on classified employees who are purchasing such benefits with their own funds.
- D. Payments shall be made by payroll deduction.

ARTICLE XXIII
MISCELLANEOUS

- 23.1 This agreement may be altered or modified only by mutual agreement of the parties hereto. 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 XXIV
PENSION

- 24.1 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 XXV
DURATION

- 25.1 The terms of this Agreement shall be effective as of the first day of July, 2025 and shall continue and remain in full force and effect to and including the 30th day of June, 2028.
- 25.2 If either the Board or the Union desires to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, shall do so in accordance with MERA.

ARTICLE XXVI
SAVINGS CLAUSE

- 26.1 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 XXVII
LAYOFF AND RECALL

- 27.1 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.

27.2 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.

27.3 Nothing herein shall require the transfer or promotion of an employee to a higher responsibility group classification or to a higher rate of pay.

27.4 **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 the 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.

ARTICLE XXVIII
UNION SECURITY

28.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become a member of the Union.

28.2 Union dues shall be deducted by the Board of Education from the paycheck of each employee who signs and remits to the Board written authorization form. Such deduction shall be discontinued upon notification from the Union.

- 28.3 The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by the 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 the Union, 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.
- 28.4 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 provided by the Union. The Board shall identify any discrepancies between the membership list and its records.
- 28.5 The amount of dues deducted under this Article shall be remitted on or before the last day of the month following the calendar month in which deductions are made to UPSEU, 3555 Veterans Highway, Ste H, Ronkonkoma, NY 11779 together with a list of all bargaining unit employees, job classification, amount of dues deducted and their addresses for whom any such deduction is made.
- 28.6 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.
- 28.7 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.
- 28.8 The employer shall provide the UPSEU Labor Relations Representative in writing via email within ten (10) days the following information as it relates to new hires: (1) first & last name; (2) job title/work location/department; (3) pay rate; (4) work phone number; (5) work email address; and (6) home address.
- 28.9 In accordance with Public Act 21-25, the above information shall also be provided to the union for all employees as well and additionally the following shall be applicable:
- A. The above information shall be provided in an editable digital file format via Microsoft Excel and/or Google Sheets. If possible. The district shall also provide the information with real-time electronic transmission of new hire data, but no later than 10 days after the employee was hired or the first pay period of the month after the employee was hired, whichever is earlier.
 - B. The Union shall be given access to new employee orientations, if they are held.
 - C. The district shall provide the Union with access outlined in this agreement, including the right to:

- Meet with individual employees on the district premises during the workday, assuming work is completed and/or coverage has been arranged, to investigate and discuss grievances related to workplace complaints and other workplace issues.
- Meet with a newly hired employee within the bargaining unit without charge to the employees pay or leave time, for between 30 to 120 minutes within 30 calendar days after the employee is hired. During orientations or if the employer does not hold orientations, at individual or group meetings.

ARTICLE XXIX
ABILITY TO PERFORM

29.1 When an employee has been absent from 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 XXX
UNIFORM

- 30.1 All custodians and van drivers that present receipts for their work apparel shall receive a clothing allowance in the amount of \$250, to be paid by June 30th each year.
- 30.2 The Board of Education shall make available to all custodians special outdoor clothing to be used in inclement weather conditions requiring the use of such clothing while performing functions that require them to be outdoors. The Board of Education shall pay for the cost of all items that are made available to custodians. These items shall consist of industrial type rubber boots, rain gear and gloves.
- 30.3 All employees are expected to dress appropriately and clothing that is ripped or has holes is not allowed.

ARTICLE XXXI
OVERTIME CALL-BACK

31.1 Custodians who are called back to work outside of their normal working hours shall be compensated as follows:

- A. During the work week if a custodian is called back after the conclusion of his regular work shift and prior to 11:00 p.m. in the evening, he/she will receive a guaranteed

minimum of two hours pay.

- B. If a custodian is called back to work after 11:00 p.m. in the evening and the call back occurs at least two (2) hours prior to the start of his/her regular shift, he/she will receive a guaranteed minimum of four hours pay.
- C. The provisions of this section shall not apply to scheduled overtime.
- D. Paid holidays will be considered time worked toward the 40-hour overtime calculation for Section 3.1.

31.2 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, employees of the particular building will be assigned on a rotating basis starting with the least senior.

ARTICLE XXXII
RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

32.1 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.

33.1 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, 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 above written.

East Windsor Board of Education

United Public Service Employees Union

By: Patrick Tudeye 8/27/25
Superintendent of Schools Date

By: [Signature]
Kevin E. Boyle, Jr. UPSEU President Date

By: Kathryn Conroy-Hill 8/27/25
Chairperson, Board of Education Date

By: [Signature] 8/29/25
Unit President Date

APPENDIX A
SECRETARIES & CUSTODIANS SALARY TABLES

Effective and retroactive to July 1, 2025, each employee shall advance one step on the wage grid and receive a .75% General Wage Increase (GWI), which is in addition to the built in wage increase by advancing a step. Employees at the top step shall receive a 3.5% General Wage Increase (GWI).

Effective and retroactive to July 1, 2026, each employee shall advance one step on the wage grid and receive a 1% General Wage Increase (GWI), which is in addition to the built in wage increase by advancing a step. Employees at the top shall receive a 3.6% General Wage Increase (GWI).

Effective and retroactive to July 1, 2027, each employee shall advance one step on the wage grid and receive a .75% General Wage Increase (GWI), which is in addition to the built in wage increase by advancing a step. Employees at the top step shall receive a 3.5% General Wage Increase (GWI).

Effective and retroactive to July 1, 2025, each employee shall advance one step on the wage grid and receive a .75% General Wage Increase (GWI), which is in addition to the built in wage increase by advancing a step. Employees at the top step shall receive a 3.5% General Wage Increase (GWI).

Effective and retroactive to July 1, 2026, each employee shall advance one step on the wage grid and receive a 1% General Wage Increase (GWI), which is in addition to the built in wage increase by advancing a step. Employees at the top step shall receive a 3.6% General Wage Increase (GWI).

Effective and retroactive to July 1, 2027, each employee shall advance one step on the wage grid and receive a .75% General Wage Increase (GWI), which is in addition to the built in wage increase by advancing a step. Employees at the top step shall receive a 3.5% General Wage Increase (GWI).