

AGREEMENT

between

***MIDDLETOWN TOWNSHIP
BOARD OF EDUCATION***

and

***LOCAL NO. 11
PARAPROFESSIONALS UNIT***

***Affiliated with the
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS***

JULY 1, 2005 – JUNE 30, 2009

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THIS AGREEMENT is made by and between the Board of Education of the Township of Middletown, a body corporate and politic with administrative offices at 59 Tindall Road, and the Township of Middletown, County of Monmouth and State of New Jersey (hereinafter the Employer), and Local No. 11 (Paraprofessionals Unit), affiliated with the International Brotherhood of Teamsters, with a principal place of business located at 810 Belmont Avenue, in the Borough of North Haledon, County of Passaic, and State of New Jersey, and the respective successors and assigns of the parties.

WITNESSETH:

WHEREAS, it is the intent and desire of the parties hereto to foster and promote sound, stable and peaceful labor relations among the Employer, its Employees covered by this Agreement, and the Union; and

WHEREAS, it is the further intent and desire of the parties to establish harmonious relationships to the end that continuous and efficient service will be rendered to the mutual benefit of the parties hereto and to the taxpayers and pupils of the Township of Middletown;

NOW, THEREFORE, the parties to this Collective Bargaining Agreement agree and are agreed as follows:

ARTICLE ONE
Recognition

1:1 The Employer recognizes the Union as the sole and exclusive collective negotiations representative for all paraprofessionals employed by the Middletown Board of Education in the following job categories:

1:1a Category A—Non-Instructional Paraprofessionals
i. Lunch Paraprofessionals
ii. Library Paraprofessionals
iii. Hall Duty Paraprofessionals

1:1b Category B—Classroom, Ratio and Personal Paraprofessionals in General Education and Special Education Services except as listed below in Category C

1:1c Category C—Classroom, Ratio and Personal Paraprofessionals

who work with students with significant disabilities in the following special class types:

- i. Multiple Disabilities
- ii. Preschool Disabilities
- iii. Autistic
- iv. Behavioral Disabilities

And as Personal Lunch Paraprofessionals to students with the following characteristics:

- i. Need for physical care such as assistance with mobility, feeding and/or toileting
- ii. Severe behavioral challenges
- iii. Requirement to have data collected about their behavior or academic functioning

- 1:2 Excluded from the unit are all substitute, administrative, clerical, custodial, maintenance, certificated employees and all other employees not specifically listed above.

ARTICLE TWO **Employee Rights**

- 2:1 Pursuant to N.J.S.A. 34:13A-5.1 et seq., the Board agrees that every employee shall have the right to freely join, organize and support the Union and its affiliates for the purposes of engaging in collective bargaining. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, or other laws of New Jersey or the United States.

- 2:2 Employees shall be able to access, review and make photocopies of the contents of their Personnel Files at any reasonable and convenient time, provided that such time is outside of the individual employee's assigned work hours and that advance notice of the request is provided to the Personnel Office.

ARTICLE THREE **Check-off / Representation Fee**

- 3:1 The Employer after receipt of written authorization from an employee shall deduct the dues from such employee's paycheck due to him on the first pay day of each month and shall transmit said monies to the Secretary-Treasurer of the Union. Any such employee who does not receive a paycheck on the first pay day of the month shall have his dues

deducted from the first paycheck her receives in the month. Dues not deducted from the current month shall be deducted from the last paycheck of such employee when he leaves the employ of the Employer or upon his discharge. If no dues are deducted for the current month, a double deduction shall be made the following month in order to bring such employee up to date. The Employer agrees to forward the full name and address (or application obtained from the Shop Steward) for all new employees who become Union members and for whom an initiation fee is deducted. The Employer further agrees to notify the Union when any employee is discharged, granted a leave of absence, leaves the employ of the Employer for any reason whatsoever, or is absent due to illness or injury for a period exceeding thirty (30) days. Members who do not receive any paycheck in a month shall have the dues deducted for the months when dues were not deducted from their first paycheck upon their return to work, unless the member has taken out a withdrawal card from the Union.

3:2 In making the deductions and transmittals as specified above, the Employer shall rely upon the most recent communication from the Union as to the rate of monthly dues, the proper amount of initiation fee and any back dues owed by the member.

3:3 The total deducted shall be paid to the Local Union within five (5) working days after such deduction is made.

3:4 Representation Fee

3:4.1 If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a recognized majority bargaining representative.

3:4.1a Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues and initiation fees charged by the Union to its own members for that membership year. The representation fee paid by non-members will be equal to eighty-five percent (85%) of that amount.

3:4.1b In order to adequately offset the per capita cost of services rendered by the Union as the recognized majority bargaining representative, the representation fee should be equal in amount to the regular membership dues and initiation fees charged by the Union to its own members, and the representation fee has been set at eighty-five percent (85%) of that amount solely because that is the maximum presently allowed by law.

3:4.1c Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those

employees who have not become members of the Union for the then-current membership year. The Employer will deduct from the salaries of such employees the full amount of the representation fee as provided in this Article and promptly transmit the amount so deducted to the Union.

3:4.1d The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the then-current membership year. The deductions will be with the first paycheck paid.

3:4.1e Ten (10) days after receipt of the aforesaid list by the Employer or thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit capacity or was on layoff, consistent with the provisions of this Agreement, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3:4.2 If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled pursuant to law and the provisions of this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the then-current membership year.

3:4.3 Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

3:4.4 The Union will notify the Employer in writing of any changes in the list referenced in Article 3:4.1c and/or the amount of the representation fee and such changes will be reflected in any deductions made more than ten (10) days after the Employer receives such notice.

3:5 On or about the last day of each month, beginning with the month in which this Agreement is executed by the parties, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

3:6 Teamsters Local 11 shall establish and maintain at all times a demand and return system as provided by law, and membership in the Union shall be available to all

employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE FOUR
Hours of Work, Overtime and Work Year

- 4:1 All paraprofessionals are hourly employees and shall be paid for their actual hours worked.
- 4:2 Building administrators will provide paraprofessionals with their hours of assignment in the form of a daily schedule. The actual hours of work will depend upon the individual assignment.
- 4:3 Paraprofessionals shall be compensated at the rate of time and one-half for any work in excess of forty (40) hours in a week pursuant to law.
- 4:4 Paraprofessionals who work five (5) hours or more during a single work day shall be given the option to take an unpaid half-hour lunch break, during which time no duty shall be assigned. The time for the lunch break will be established with the assigned teachers and the building administrator.
- 4:5 In the event that other breaks are needed during the day, arrangements shall be made for temporary coverage under the discretion of the classroom teacher.
- 4:6 Whenever a paraprofessional reports for work and the assigned student is absent, the employee shall be assigned work as a substitute. Regularly employed paraprofessionals assigned to substitute work in this manner shall be paid at their regular rate of pay for the hours actually worked. Paraprofessionals with more than one rate of pay shall be paid for such substitute time at the rate most appropriate to the substitute assignment. If no substitute work is available, the paraprofessional shall be assigned to other duties at the regular rate of pay, however, the paraprofessional shall in this situation have the option to leave work without pay for the day.
- 4:7 Building administrators will make every effort to ensure that paraprofessionals' assignments are continuous during the work day. If not the paraprofessional may be asked to sign in and out.
- 4:8 Paraprofessionals shall have a ten-month work year. The scheduled work year and work week shall be consistent with the annual school calendar as adopted and amended by the Board of Education.

- 4:9 Paraprofessionals shall not be compensated for holidays, or for days on which schools are closed for the entire day due to weather emergencies.
- 4:10 Paraprofessionals shall be paid for their regular hours if there is a delayed opening of school or early closing of school due to inclement weather, provided that they report to work.

ARTICLE FIVE
Non-Discrimination

- 5:1 It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or gender. As a duly elected body exercising governmental power under the laws of the state of New Jersey, the Employer agrees that it shall not discriminate against any employee by reason of his membership in the Union and its affiliates. It is also mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from the enjoyment of any rights conferred by this Agreement and/or by applicable State or federal law.

ARTICLE SIX
Sick Leave, Cumulative Leave and Bereavement Leave

- 6:1 All regularly assigned paraprofessionals shall receive ten (10) sick days for each full school year. Unused sick days shall accumulate. The hours paid for a single sick day shall be determined by averaging the assigned hours per week and dividing by five.
- 6:2 In the case of a paraprofessional whose employment begins other than at the beginning of the school year, the number of sick days for that school year will be pro-rated.
- 6:3 Paraprofessionals who will be absent from work for sick leave or for any other reason are required to call the District's "Sub-Caller for Paraprofessionals" in accordance with rules and procedures established by the Superintendent of Schools.
- 6:4 After a paraprofessional has exhausted all available sick days and must remain absent due to medical reasons longer than a pay period (10 work days), a written request for an unpaid leave of absence must be submitted to the Personnel Office. The letter must include a beginning and ending date. Extended absences may require a doctor's note, including a medical diagnosis and an anticipated date of return. Pension payments cannot be submitted during unpaid leaves. Unpaid leaves must be Board approved in order not to place pension benefits in jeopardy.

- 6:5 In case of sick leave claimed, the Board may require verification of illness in the form of a physician's certificate to be filed with the Personnel Office.
- 6:6 Unit members who retire under the provisions of PERS after completing a minimum of fifteen (15) years of service as a paraprofessional in Middletown shall receive reimbursement for accumulated, unused sick leave at the rate of thirty-five dollars (\$35.00) per day, to a maximum of three thousand five hundred dollars (\$3,500.00).
- 6:7 Unit members shall be entitled to bereavement leave of not more than two (2) days with full pay in the event of the death of the member's spouse, child, parent or parent-in-law. Such leave shall be continuous, not counting weekend days, and shall commence one (1) day after the date of death. The hours paid for a single bereavement day shall be determined by averaging the assigned hours per week and dividing by five.

ARTICLE SEVEN
Absence for Court Appearance or Jury Duty

- 7:1 Absences from work by reason of a subpoena or summons issued by any court shall be allowed, with full pay provided the subpoena or summons is recorded with the Personnel Office and the court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of the employee's personal Worker's Compensation claim. Such absences shall be without pay.
- 7:2 Should an employee be a party to a suit which does not arise out of or in the course of his/her employment, absence from school in that connection shall be without pay.
- 7:3 Absence from assignments to serve Jury duty shall be with pay, provided that the affected employee provides a Jury Summons and proof of attendance at Jury duty to the Personnel Office.

ARTICLE EIGHT
Union Rights and Privileges

- 8:1 In response to reasonable request, the Employer agrees to furnish available public information to the Union or its representatives.
- 8:2 With the approval of the Superintendent of Schools, whenever any representative of the Union, or any paraprofessional participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay. In

case of emergency, oral approval shall be sufficient, provided that written confirmation follows within three (3) days.

- 8:3 The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, provided that prior written approval is obtained from the Superintendent of Schools or his/her designee and in accordance with Board Policy.
- 8:4 The Union shall have the right to use the school mail facilities, provided that it obtains authorization from the Superintendent of Schools or his/her designee and that such use does not conflict with the normal school mail operations. A copy of such mail shall be filed with the Superintendent of Schools or his/her designee prior to being placed in the School mail facilities.
- 8:5 Union officials, or any of their authorized representatives, shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for assisting in the adjustment of grievances. Except in cases of emergency, all visits to any school building by Union officials not assigned to that building shall be conducted pursuant to the applicable Board Policies and Regulations regarding visits to the schools. Except in cases of emergency, all such meetings shall take place outside of regular school hours, and no unit member shall absent him/herself from his/her assigned duties to participate in such meetings. The Union officers or their representatives shall notify the Employer upon their arrival in all cases.

ARTICLE NINE
Military Leave and Veterans' Rights

- 9:1 Military leave without pay shall be granted for a period not to exceed eighteen (18) months, to any unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Payment for any period of active duty in the Armed Forces or Reserves shall be consistent with law.
- 9:2 Upon return from military leave, a unit member shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level s/he would have achieved if s/he has not been absent.
- 9:3 All benefits and seniority rights to which a unit member was entitled at the time his/her leave commenced, including any unused accumulated sick leave, shall be restored to him/her upon his/her return, and s/he shall be assigned to the same position which s/he had at the time the leave commenced, if available, or, if not, to a substantially equivalent position subject to the seniority provisions of this Agreement.

9:4 All applications for leaves of absence, including extensions or renewals of leave, shall be in writing and shall be provided to the Personnel Office by April 1, wherever possible, but in no event later than thirty (30) days prior to the effective date of same.

ARTICLE TEN
Discharge

10:1 No unit member who has completed one (1) year of service as a paraprofessional in the Middletown School District shall be discharged except for just and sufficient cause. The Union shall be notified whenever an employee is discharged. "Just and Sufficient Cause" shall mean documented facts setting forth the deficiencies or improper actions of the employee, including statements by fellow employees, supervisors, and other interested parties. Nothing herein shall be understood to restrict the Board's right to nonrenew the employment of any member, or to terminate the employment of any unit member upon the provision of sixty (60) day's notice or pay in lieu of notice.

ARTICLE ELEVEN
Grievance Procedure and Arbitration

11:1 The purpose of this Article is to provide opportunity for the discussion of grievances and to establish procedures for the processing and settlement thereof.

11:2 Definitions:

11:2a Grievance: a grievance shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by the employee as a result of a violation, misinterpretation or inequitable application of any provision of this Agreement. Furthermore, a grievance shall mean a wrong believed by an employee in the negotiating unit to have been suffered by the employee as a result of the implementation of a practice or administrative regulation or ruling governing or affecting employees except that the term "grievance" shall not apply to any matter which according to law is exclusively within the discretion of the Board of Education. Nothing in the above definition of "grievance" shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided that the alleged grievance arises out of facts similar in substance and circumstances and each employee joining in the presentation of a single grievance is similarly affected.

11:2b Grievant: grievant shall mean an employee being believing to have been grieved, or the Union in those instances provided for in Section 11:3f.

11:2c Employee: employee shall mean an employee within the negotiating unit.

11.2d Immediate Superior: immediate superior shall mean the building principal in the building to which the unit member is assigned.

11:3 Principles:

11:3a A grievance, to be considered under this procedure, shall be presented by the grievant or his representative not later than ten (10) calendar days following its occurrence. The number of days allotted at each step of this Grievance Procedure is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible.

11:3b A grievant may present and process the grievance personally or through the Union. Should a grievant want to process the grievance personally, the employee may do so; however, the Union shall be notified and shall have the right to have its own representative present.

11:3c No reprisals shall be taken by the Board or Administration against any employee because he or she utilizes this Grievance Procedure.

11:3d Should a grievance result from actions other than those of the immediate superior (e.g., the Director of Personnel, Superintendent of Schools or Board of Education), a grievant may present his or her grievance initially at the second Step of the Grievance Procedure as set forth in Article 11:4b, below.

11:3e Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has assigned duties.

11:3f If the alleged violation of the Agreement is attributable to concerted action of the Administrators in the District, or attributable to an Administrator not limited to functioning in one building, or to the office of the Superintendent of Schools, or to the Board of Education directly, the Union shall have the right to grieve under this Article and any and all of its provisions to seek relief from the alleged violations.

11:3g The Union's right to grieve provides for the enforcement and administration of its Agreement with the Board, and does not intend violation of its individual members' rights under applicable State and/or federal law.

11:4 Procedure:

11:4a Step 1:

11:4a.1 A grievant shall initially discuss the matter, identified as a grievance, with his immediate superior in an attempt to settle the grievance

informally. This is not intended to extend the time limitations set forth in Article 11:3a, above.

- 11:4a.2 A grievant may file a grievance in writing by presenting the written grievance to his or her immediate superior and forwarding copies to the attention of the Superintendent of Schools.
- 11:4a.3 The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it was filed.
- 11:4a.4 The immediate superior shall communicate the decision in writing to the grievant not later than seven (7) calendar days following their meeting. A copy of the decision shall be simultaneously forwarded to the attention of the Superintendent of Schools.

11:4b Step 2:

- 11:4b.1 If the grievance has not been resolved at Step 1 of this Procedure, the grievant may request a meeting with the Board of Education. If the grievant requests a meeting with the Board, the request shall be made not later than seven (7) calendar days following the immediate superior's decision as set forth in Article 11:4a.4, above.
- 11:4b.2 The grievant and the Board or its designee shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the meeting was requested.
- 11:4b.3 The Board or its designee shall communicate the decision in writing to the grievant not later than seven (7) calendar days following their meeting.

11:4c Request for Arbitration:

- 11:4c.1 Should the Union be dissatisfied with the decision on the grievance tendered by the Board, and if it involves the interpretation or application of any provision of this Agreement, it may refer the grievance to binding arbitration via a written, dated notice to the Board, not later than fourteen (14) calendar days following the rendering of the Board's decision as set forth in Article 11:4b.3, above.
- 11:4c.2 Within fourteen (14) calendar days following the reference to arbitration, either party shall have the right to apply to PERC to appoint an arbitrator. Upon such application, the appointment of the Arbitrator shall be governed by the rules established by PERC.

11:4c.3 A grievance arising under any provision of this Agreement, involving Board Policy, practice or administrative decision, may be submitted to arbitration for the sole purpose of determining whether the Board's Policy, practice, or administrative decision was disregarded or applied in so discriminatory, arbitrary or capricious a manner as to constitute an abuse of discretion.

11:4d Arbitration Award:

11:4d.1 The Arbitrator shall issue his decision not later than thirty (30) calendar days from the date of the closing of the hearing or, if oral hearings have been mutually waived by the parties or if the parties have agreed to file post-hearing briefs, then from the date of the transmitting of the final statements and proofs to the Arbitrator.

11:4d.2 The Arbitrator's decision shall be in writing and shall set forth the Arbitrator's opinion and conclusions on the issues submitted. The Arbitrator shall limit his decision strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:

11:4d.2(i) Contrary to, or inconsistent with, or modifying or varying in any way, terms of this Agreement, or of applicable laws or rules or regulations having the force and effect of law.

11:4d.2(ii) Involving Board Policy or practice under the provisions of this Agreement, or under the applicable law, except that he may decide in a particular case whether the Board Policy, practice or administrative decision was disregarded or that its intent under any term of this Agreement was so discriminatory, arbitrary or capricious as to constitute an abuse of discretion.

11:4d.2(iii) Limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

11:4d.3 The Arbitrator's fee will be shared equally by the parties to the dispute.

11:4d.4 The filing or pendency of any grievance under the provisions of this Agreement shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of; subject, however, to the decision of the Arbitrator.

ARTICLE TWELVE

Seniority

- 12:1 Hiring and assignment of all paraprofessionals shall be at the discretion of the Board of Education upon the recommendation of the Superintendent of Schools, which shall include consideration of seniority within Categories A, B, C and D per Article 1:1, qualifications, performance, the availability of positions, assignment history in the District, and the educational judgment of the Superintendent. However, in no case will the District assign hours to any outside candidate for a paraprofessional position until after considering the availability of all qualified, current paraprofessionals and any paraprofessionals whose assignments have been eliminated for reasons other than performance or refusal of assignment.
- 12:2 In the event that a regular employee is placed on the Substitute List as the result of a layoff, time during which the regular employee is on the Substitute List shall count as regular service for purposes of seniority.
- 12:3 Layoffs, changes in work assignments, and reductions in hours which occur during the regular work year occur because of changes in the individual educational needs of students and changes in enrollment, and cannot be governed by seniority considerations. Therefore, employees who are laid off during the regular work year shall not, during that work year, have bumping rights into any other position, unless such placement may be effected at any time during the school year without disrupting the educational program of the affected pupils. Such employees shall be placed on a priority Substitute List and be given first opportunity for substitute work while they remain on layoff. The determination of the possibility of mid-year placements shall be in the sole discretion of the Superintendent of Schools or his/her designee, and shall not be subject to the Grievance Procedure. However, all efforts shall be made to effect such placements whenever possible.
- 12:4 At the end of the school year, employees who were laid off during the school year shall be given priority for reappointment to regular positions for the following school year based upon seniority.
- 12:5 The assignment of all paraprofessionals, including the determination of whether a member will move from school to school with a pupil and the number of hours assigned to each individual member, shall be at the educational judgment of the Superintendent of Schools or designee based upon the educational and related needs of pupils and IEP's. Where another employee is displaced as the result of such determinations, the assignment rights of other unit members shall be superseded by such educational determination.
- 12:6 The Board shall consider members' employment history, expertise, and performance in the District, including service prior to July 1, 2005, in making hiring and assignment determinations.

12:7 The parties agree and acknowledge that members are not legally or contractually entitled to seniority credit for time during which they are absent from their duties on unpaid leaves of absence. However, in circumstances where such a leave of absence is necessitated by a bona fide medical emergency involving a member's own condition, and written proof of such an emergency is provided by the affected member, the period of absence necessitated by the documented medical emergency will be credited for seniority purposes. The Superintendent or designee reserves the right to require proof of the emergent nature in each individual case.

ARTICLE THIRTEEN
Compensation

13:1 During the term of this Agreement, members shall enjoy the following compensation:

13:1a Paraprofessionals assigned to duties set forth in Category A and/or Category B in Article 1:1 of this Agreement shall be paid at the following hourly rates:

2005-2006	\$14.30
2006-2007	\$14.87
2007-2008	\$15.32
2008-2009	\$15.78

13:1b Paraprofessionals assigned to duties set forth in Category C in Article 1:1 of this Agreement shall be paid at the following hourly rates:

2005-2006	\$16.38
2006-2007	\$17.04
2007-2008	\$17.55
2008-2009	\$18.07

ARTICLE FOURTEEN
Strikes and Lockouts

14:1 It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout for any cause whatsoever during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

14:2 In the event of a wildcat strike, cessation of work, slowdown or interference of any kind with normal operations, the Union agrees to promptly use its good offices to remedy such conditions.

ARTICLE FIFTEEN
Miscellaneous Provisions

- 15:1 No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.
- 15:2 The Board shall provide reasonable bulletin board space for the posting of union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it.
- 15:3 In the absence of emergency conditions, employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit. This provision shall not apply to work/study students, community service workers and volunteers, or substitutes, or to activities outside the 10-month work year.
- 15:4 No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions except as expressly provided herein.
- 15:5 The Board shall post all paraprofessional vacancies in the school in which the vacancy occurs, in Central Office, and on the District website. The Board will arrange for all unit members to have access to the District website and District email as soon as possible
- 15:6 Pursuant to law, the recommendation for the appointment, transfer, or removal or any unit member shall only be made by the Superintendent of Schools and shall only be effectuated by a majority roll call vote of the Board of Education. Assignment of unit members shall be the decision of the Superintendent of Schools in consultation with the Building Principal. The Central and Building Administration may seek input and information from certificated staff members regarding the assignment of unit members, however, all assignment determinations are within the responsibility and discretion of the Superintendent.
- 15:7 Paraprofessionals may attend staff development sessions to help improve their performance or increase their skills in supporting students' instruction, managing behavior, learning data collection methods, et cetera. When attending staff development sessions, paraprofessionals will be paid their regular rate of pay, provided that such attendance is at the written direction of or with the express, written approval of the Pupil Services Administrators.
- 15:8 The Board shall make Direct Deposit available, at the option of the individual employee, for all unit members with assigned hours.

ARTICLE SIXTEEN
Savings Clause

16:1 Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any order of any administrative agency, the remainder to this Agreement, or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE SEVENTEEN
Duration of Agreement

17:1 The provisions of this Agreement shall first take effect as of July 1, 2005 and shall remain in full force and effect until June 30, 2009.

17:2 Commencement of future negotiations for successor Agreements shall be effected by the parties consistent with the PERC Act.

IN WITNESS WHEREOF, on this _____ day of the month of January, in the year 2007, the parties hereto set their hands and seals by their duly authorized representatives.

**The Board of Education of the
Township of Middletown**

**International Brotherhood of Teamsters
Local 11 (Paraprofessionals)**

