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AID | 7967

NEGOTIATION CONTRACT

between

THE DISTRICT SUPERINTENDENT OF SCHOOLS

and

THE TEACHER AIDES' ASSOCIATION  
of BOCES

JULY 1, 2004 - JUNE 30, 2008

MADISON-ONEIDA BOCES

**RECEIVED**

JAN 17 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

41



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ARTICLE I

PREAMBLE A

This Agreement made and entered into on this 23 day of March, 2006, between the Board of Education of the Board of Cooperative Educational Services, Sole Supervisory District, Madison and Oneida Counties (hereinafter referred to as the "Board") and the Madison-Oneida BOCES Teacher Aides' Association (hereinafter referred to as the "Association") shall be effective on July 1, 2004, and shall expire on June 30, 2008, unless extended by mutual agreement of the parties.

PREAMBLE B

- A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- B. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
- C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

## ARTICLE II

### RECOGNITION

The Board of Cooperative Educational Services, Sole Supervisory District, Madison-Oneida Counties, having determined that the Madison-Oneida BOCES Counties Teachers Aides' Association is supported by a majority of employees included in the unit as defined below, hereby recognizes the above Teacher Aides' Association as the exclusive negotiating representative for the employees in said unit.

#### Unit Definition

##### Included:

All employees whose job titles are Teacher Aides and who are employed during the regular student day.

##### Excluded:

All other employees.

During the term of this Agreement, the Association will be notified of the creation of any new positions, once annually, between September 1st and September 15th of each school year.

## ARTICLE III

### ABSENCES

#### A. Annual Leave:

1. All unit members will receive one and one-half (1.5) days of Annual Leave per each full month of actual employment to a maximum of fifteen (15) days per year for Personal Business, Personal Illness, Family Illness, or Death in the Family.
2. Unused Annual Leave days may accumulate to a maximum of thirty (30) days.
3. Should an aide be unable to report for duty at the beginning of the school year, payment of Annual Leave compensation shall be based on the unused accumulation as of the preceding June 30th.
4. The aide will report his/her need for Annual Leave to the administrator in charge of the building as soon as possible so that a substitute may be obtained.
5. Whenever an aide is granted a Leave of Absence, he/she shall not earn Annual Leave benefits while on leave. Accumulated benefits and seniority rights shall be retained.
6. Whenever an aide resigns, or is terminated, all leave benefits are void (except as indicated in Terminal Leave and appropriate law). If an aide returns to service, he/she is to be treated as a new employee.
7. Family is defined as spouse, children, parents, grandparents, brothers, sisters, mother-in-law and father-in-law.
8. Personal Leave cannot be used for any other employment purpose, recreation purpose, to extend a vacation or recess period, or during the last week of the semester. A maximum of five (5) members of the aides negotiating unit are eligible to be on personal leave on any one (1) day. At least forty-eight (48) hours notice to the District Superintendent is required for employees to be eligible for a personal business day.
9. A maximum of two (2) days per annum may be used for Personal Business.
10. A maximum of four (4) days per annum may be used for Family Illness.
11. A maximum of three (3) days per annum (not deducted from sick leave) may be used for Death in the Family. A non-hourly Teacher Aide who is scheduled to work would be eligible for this benefit.

ARTICLE III  
(Continued)

12. Part-time Teacher Aides shall earn a proportion of the above leave benefits in relation to the percentage of service.
  13. One-To-One Teacher Aides who are employed for five (5) or more hours per day will accrue two (2) Annual Leave Days in a fiscal year as follows:
    - a. First Year of Employment: Accrue one day after sixty (60) full days of employment and one day after ninety (90) full days of employment within a fiscal year.
    - b. Second and Subsequent Years of Employment: Accrue one day after thirty (30) full days of employment and one day after sixty (60) full days of employment within a fiscal year.
    - c. Cap: One-To-One Teacher Aides who are employed for five (5) or more hours per day may carry over their unused Annual Leave Days to a maximum of five (5) days.
- B. Sick Leave Bank: (not available for utilization by one to one teacher aides employed on an hourly basis)
1. A Sick Leave Bank will be established effective the date of this Agreement for the purpose of providing additional sick leave for eligible employees suffering from long-term illness or injury.
  2. All unit members who have completed one (1) full year of service with the Board of Cooperative Educational Services may volunteer to contribute one (1) day of accumulated sick leave to the bank. In order to be eligible to participate in the Bank, an employee must contribute such sick leave in September of each school year. When such contribution is made, the employee's accumulated sick leave days will be reduced by one day.
  3. The individual's personal sick leave must be totally depleted prior to becoming eligible to use the Sick Leave Bank.



ARTICLE III  
(Continued)

4. Only illnesses or injuries that are unforeseen, serious and prolonged will be considered as acceptable for Sick Leave Bank use. Written application must be made to the committee at least ten (10) working days before anticipated need; accompanied by supporting statement(s) from a physician and other data establishing need. The Committee may waive the ten (10) working day period in the event of emergency. A medical doctor's certificate may be required at any time and the employee must continue under a doctor's care throughout the periods of illness/disability.
5. In no event shall days from the bank be granted retroactively if such application is not received by the Committee within ten (10) working days following the exhaustion of accumulated sick leave.
6. The Bank will be administered by a committee consisting of two (2) members appointed by the President of the Association and two (2) members appointed by the District Superintendent. The decisions of this Committee are final and binding on all parties and shall not be subject to the Grievance Procedure.
7. An employee may be granted up to ten (10) days from the Bank for any single illness or injury.
8. Disabilities covered by Worker's Compensation or district- sponsored disability benefits are excluded from coverage under the sick leave bank.
9. In the event that the Bank is depleted, it will be re-established once annually, in September by employee contribution only, as specified in number (2).

## ARTICLE IV

### DEDUCTION AND PAYMENT OF DUES AND FEES

At the time of filing the designation, the employee may authorize, in writing, on a form approved by the employer, that his/her regular dues and membership fees payable to the organization employees so designated be deducted by the employer from his/her regular salary or wage payments and that the same be paid to the Association during the pay period in which they are deducted. Individuals can discontinue the deduction upon thirty (30) days notice to the Association and Business Office.

Association dues and assessments deducted by the Board shall be at a rate of equal payment per pay period until the full sum is reached.

The Association shall notify the Chief School Administrator of the amount of its dues or assessments at least ten (10) days in advance of the first pay period during which deductions shall be made.

The Association shall furnish signed Payroll Deduction Authorization forms for any aide requesting dues deduction.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions:

##### 1. Grievance

A "grievance" is a claim by an aide or group of aides that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

##### 2. Aggrieved Party

The "aggrieved party" shall mean any aide or group of aides in the negotiating unit who shall file a grievance.

##### 3. Immediate Supervisor

The term "immediate supervisor" shall mean the immediate supervisor responsible for the areas in which an alleged grievance arises.

##### 4. Day

"Day" shall mean school day.

#### B. Purpose:

The primary purpose of the procedure set forth in this article is to secure, at the lowest administrative level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this article, both parties agree that the procedure shall be kept as informal and confidential as may be appropriate at any level of such procedure.

#### C. Procedure:

##### 1. Level One

If an aide feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to solve the problem informally. In the event that the grievance is not resolved informally, the aide shall reduce the grievance to writing and present it to the immediate supervisor. Within five (5) days after the written grievance is presented to him/her, the supervisor will render a decision in writing and present it to the aggrieved party.

ARTICLE V  
(Continued)

2. Level Two

If the aide is not satisfied with the informal resolution of the grievance in Level one, he/she shall file the grievance, in writing, with the District Superintendent within ten (10) days of the informal decision at Level One. The District Superintendent of Schools shall forward his/her decision, in writing, to the aide within ten (10) days of the receipt of the written grievance from that aide.

3. Level Three

In the event the aide is not satisfied with the disposition of his/her grievance at Level Two, he/she may submit the dispute in writing to the Board of Education within ten (10) days of the Level Two decision. The Board shall render its decision within twenty (20) days of submission to the Board and the decision of the Board shall be final and binding on both parties.

D. Procedures:

1. No written grievances will be entertained as described herein and such grievances will be deemed waived unless the written grievance(s) is forwarded to the first available stage within thirty (30) days after the aide knew or could reasonably be expected to know of the act or condition on which the grievance is based.
2. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision at that step. The parties may mutually agree to modify the time limits.
3. The preparation and processing of grievances shall not interfere with the duties of the aides involved.
4. The grievance must be placed in writing on the appropriate form as supplied by the Superintendent.
5. The aggrieved aide shall have the right to have an Association Representative present with him/her at any stage in the grievance procedure.

## ARTICLE VI

### MISCELLANEOUS

- A. This Agreement shall constitute the full and complete commitments between the two parties and may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the two parties.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Any individual arrangement, agreement, or contract between the Board and the individual aide heretofore executed shall be subject to and consistent with terms and conditions of the Agreement, and any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If any individual arrangements, agreements or contracts contain any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provision(s) of the agreement or any application(s) of the Agreement to any aides or group of aides shall be found contrary to law, such provision(s) or application(s) shall not be deemed valid except as permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. If either party shall be found to stand in breach of any provision or application of this Agreement, all other provisions and applications shall remain in full force and effect.
- F. Copies of this Agreement shall be printed at the expense of the Board and supplied to all aides now employed or hereafter employed by the Board within two (2) weeks after its execution, or employment, if that occurs later.
- G. Safety Committee: A bilateral safety committee of four (4) members shall be appointed. Two (2) members to be selected by the Superintendent and two (2) members selected by the Association President. This committee shall have a minimum of four (4) meetings per academic year. Their recommendations will be advisory and not binding on either party.
- H. Health Insurance Committee: The parties will develop a health insurance committee of not more than two (2) members appointed by the Superintendent and two (2) members appointed by the Association President. This committee is advisory and their recommendations are not binding on the parties.

- I. Assignment and Transfer: Any Teacher Aide interested in a transfer should submit a letter of interest to the Assistant Superintendent by the end of each school year.

## ARTICLE VII

### NEGOTIATION PROCEDURES

A. Negotiation Teams:

The Board, or designated representative(s) of the Board, will meet with representative(s) designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

B. Opening Negotiations:

On or before December 15th, the President of the Association and the District Superintendent of Schools shall mutually establish the date of the first negotiation session. The date of the first session must be scheduled on or before January 15th.

All issues proposed for negotiation shall be submitted in writing by both parties at the first meeting. The Board or the Association shall submit, in writing, each to the other, or to its delegated representative(s), all additional issues which it wishes to negotiate seven (7) days prior to any subsequent meeting and each issue shall be mutually agreed upon as an issue to negotiate, or the additional issue cannot be negotiated. Additional meetings shall be scheduled as may be needed to reach mutual agreements on all proposals or until an impasse is declared.

C. Negotiation Procedures:

Designated representative(s) of the Board shall meet at such mutually agreed upon places and times with the Teacher Aides' Negotiating Committee for the purpose of effecting a free exchange of facts, opinions, proposals and counterproposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters following the initial meetings as described in paragraph B above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed three (3) hours and shall be held at a time mutually agreeable to both parties. A caucus may be requested and mutually agreed upon at any time. The length of time of a caucus will be agreed upon before leaving the negotiating table.

D. Exchange of Information:

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration or to be considered.

ARTICLE VII  
(Continued)

E. Consultants:

The parties may call upon consultants in any capacity to assist in preparing for negotiations and to advise them during negotiation sessions. The expense of such consultants shall be borne by the party requesting them.

F. Reaching Agreement:

When mutual agreement is reached on all proposals submitted and mutually agreed to be negotiable, these agreements shall be reduced to writing by the District Superintendent of Schools as a memorandum of understanding and submitted to the Association and the Board of Education for approval. Following ratification by both parties, the agreements will be printed and distributed to the staff by the Board.

G. Resolving Differences:

State Civil Service Law shall govern the procedure to resolve an impasse.

## ARTICLE VIII

### CHILD BEARING - CHILD REARING LEAVE

#### A. Leave of Absence for Child Bearing or Child Rearing:

Full-time aides shall be entitled to an unpaid leave of absence for child rearing purposes in accordance with one of the following options:

1. An aide may request and shall be granted an unpaid leave of absence for child rearing, or child bearing, in which case the leave is to commence prior to the onset of pregnancy related disability.
2. An aide may request and shall be granted an unpaid leave to commence immediately following the period of pregnancy related disability as determined by the aide's physician, or in the case of child adoption, on the date of the adoption.

The aide is entitled to use sick leave prior to the unpaid leave of absence for the pregnancy related disability period, but is not entitled to use such sick leave during the unpaid leave of absence.

#### B. Conditions for Leave:

1. All requests for unpaid leaves for Child Bearing or Child Rearing must be made in writing to the District Superintendent at least thirty (30) days prior to the date the leave is to commence, except in the case of adoption where the aide is required to give thirty (30) days notice or as much notice as possible.
2. An unpaid leave for Child Bearing or Child Rearing may be requested for up to a maximum of two (2) calendar years. The aide may return to the employ of the District only at the beginning of the semester after having given thirty (30) days written notice to the District Superintendent. The request for return prior to the end of the leave, or during a semester, shall be at the discretion of the District Superintendent.
3. An aide returning after Child Bearing or Child Rearing Leave shall be returned to a position. Said aide shall return with all benefits accrued prior to the beginning of the leave.



## ARTICLE IX

### HOSPITALIZATION

- A. Any eligible unit member hired prior to July 1, 1995 may elect coverage under Blue Cross Blue Shield as provided under the Madison-Oneida Health Plan dated July 1, 2000.
- B. The benefits specified in the Madison-Oneida Health Plan dated July 1, 2000, may be changed only through the voluntary, mutual consent of both parties.
- C. For eligible unit members who enroll in the Plan, the Board shall pay the following monthly premiums:
  - 1. First, second, third, fourth and fifth years enrolled, the Board will pay one hundred percent (100%) of the monthly individual premium and fifty percent (50%) of the monthly family premium;
  - 2. For the sixth year of enrollment and thereafter, the Board will pay one hundred percent (100%) of all monthly individual and family premiums.
- D. Any participating member who elects to terminate his/her participation in the Plan regardless of the date of entry and elects to re-enter the Plan shall be subject to "C" above as a new enrollee.
- E. Any participating member who is on an authorized leave with pay may continue in the Plan in accordance with "C" above. If the employee elects to terminate his/her participation in the Plan, said employee will be subject to "D" above.
- F. Any participating member who is on an authorized leave without pay may elect to continue participation in the Plan at his/her own expense. If an employee elects to terminate his/her participation in the Plan, said employee will be subject to "C" above.
- G. Effective July 1, 2004, Prescription co-pays shall be: Mail Order – Zero Dollars (\$0.00) per prescription; Generic – Five Dollars (\$5.00) per prescription, and Brand Name – Ten Dollars (\$10.00) per prescription. Effective July 1, 2005, prescription co-payments will be \$10 for generic prescriptions and \$20 for name-brand prescriptions. Although mail order prescriptions are not subject to a diminished co-payment, mail order prescriptions currently offered in ninety-day quantities will continue to be offered in ninety-day quantities.

ARTICLE IX  
(Continued)

- H. In consideration of the prescription drug co-payment increases, the BOCES will establish an IRS Section 105 Plan to be effective for the period of July 1, 2005 through June 30, 2008. This Section 105 Plan will expire fully and completely effective June 30, 2008. The plan is for the limited purpose of reimbursement for the difference between the \$5/\$10 prescription co-payment and the \$10/\$20 prescription co-payment amounts (e.g. for generic drugs the difference would be \$5.00 (the change from \$5.00 to \$10.00); and for brand name drugs the difference would be \$10.00 (change from \$10 to \$20). The BOCES will establish an annual balance in each year of the agreement of \$50.00 for each employee enrolled in the individual plan and \$100.00 for each employee enrolled in the family plan. Any funds remaining in the fund at the end of each year will be retained by the BOCES. The Section 105 plan shall expire fully and completely effective June 30, 2008, notwithstanding Section 209 (a) (1) (e) of the Taylor Law.

ARTICLE X

WAGES

A. Base Schedules

STEP	2004-2005	2005-2006	2006-2007	2007-2008
1	\$ 9,697	\$ 9,707	\$ 9,718	\$ 9,730
2	\$10,061	\$10,085	\$10,096	\$10,099
3	\$10,440	\$10,463	\$10,489	\$10,497
4	\$10,818	\$10,857	\$10,882	\$10,907
5	\$11,197	\$11,251	\$11,291	\$11,317
6	\$11,576	\$11,645	\$11,701	\$11,743
7	\$11,955	\$12,039	\$12,110	\$12,169
8	\$12,333	\$12,433	\$12,521	\$12,595
9	\$12,711	\$12,827	\$12,930	\$13,022
10	\$13,085	\$13,219	\$13,340	\$13,448

1. Increase base schedule inclusive of increment as follows:
  - a. 07/01/04 4.00%
  - b. 07/01/05 4.00%
  - c. 07/01/06 4.00%
  - d. 07/01/07 4.00%
  
2. Unit members who are off-step shall receive the above percentage increases on their base salary each year.
  
3. Hourly Aides shall receive the above percentage increases each year.
  
4. Longevities effective 7/1/04:
  - a. After 5 Years: \$300
  - b. After 10 Years: \$350 (Non-Compounding)
  - c. After 15 Years: \$450 (Non-Compounding)
  - d. After 20 Years: \$575 (Non-Compounding)

ARTICLE X  
(continued)

- B. Unit members employed in a continuous capacity and on a paid status as of June 30th shall be eligible, where due, for a one (1) step increase on July 1st of the next fiscal school year.
- C. Teacher Aides will receive compensation for Credit Hours earned at a college or university approved by the District Superintendent as follows:
  - 1. All credit hours must have the approval of the District Superintendent to qualify for salary adjustment;
  - 2. All approved credit hours earned will be compensated at fourteen dollars (\$14.00). Effective 7/1/02 all approved credit hours earned will be compensated at fifteen dollars (\$15.00) an hour.
  - 3. The maximum number of credit hours that may be earned is fifty (50) hours;
  - 4. Teacher Aides will receive \$265 for earning an Associate Degree OR \$371 for earning a Bachelor's Degree;
  - 5. All compensation for approved credit hours and degrees will be granted only after certified documents are received by the District Superintendent. This compensation will be made only once annually on March 1st of each fiscal year and be retroactive to September 1st of that fiscal year;
  - 6. Longevity increments will be added to the Base Salary for full-time service as a teacher aide, only.
- D. Only unit members who are employed as the date of ratification by the Board of Education are entitled to any retroactive salary payment.

ARTICLE X  
(continued)

E. Key Aide Differential:

In the event of an absence of the regular classroom teacher for a period of one (1) full day or more, one teacher aide per day per classroom shall be paid as follows:

- 1) If a certified substitute fills in for the regular classroom teacher: Regular Pay.
- 2) If a non-certified substitute fills in for the regular classroom teacher: Regular Pay plus \$20 per day (for a maximum of 12 days per class per year).
- 3) If the classroom teacher's position remains vacant: Regular Pay plus \$20 per day (no cap on the number of days).

Payments must be authorized by the Program Director and will be rotated among eligible, regular classroom teacher aides. If there is a dispute relating to which teacher aide should receive the payment, the decision of the District Superintendent shall be final and binding on the parties and may not be appealed and/or made the subject of a grievance.

F. All new Teacher Aides working as one (1) to one (1) Teacher Aides hired on the following dates shall be paid as follows:

July 1, 2004: \$7.79 per hour.  
July 1, 2005: \$8.10 per hour.  
July 1, 2006: \$8.42 per hour.  
July 1, 2007: \$8.76 per hour.

ARTICLE X  
(Continued)

Work time will be accrued in nearest fifteen (15) minute increment. Teacher Aides previously employed as a one (1) to one (1) Teacher Aide prior to July 1, 1993 and laid off will be paid according to the salary schedule.

- G. One-to-One Teacher Aides will be paid two (2) hours for reporting to work when the student assigned to is absent and notification wasn't given to the Teacher Aide. A One-to-One Teacher Aide who arrives at work on time under these circumstances will receive two hours of pay even if his/her supervisor authorizes an early release for lack of work within the job description. For example:
1. A One-to-One Teacher Aide who is sent home upon arrival at work will receive two hours of pay.
  2. A One-to-One Teacher Aide who performs two or fewer hours of work will receive two hours of pay.
  3. A One-to-One Teacher Aide who is reassigned work lasting more than two hours will receive pay for all hours worked, up to a full day of work.
  4. If the reassignment requires travel to another location and if the One-to-One Teacher Aide lacks access to a vehicle, the One-to-One Teacher Aide will receive at least two hours of pay as described above.

## ARTICLE XI

### WORKDAY

- A. Teacher Aides must report for duty thirty (30) minutes prior to the beginning of the students' school day;
- B. Teacher Aides are relieved from duty following the close of the students' school day;
- C. Teacher Aides shall have a thirty minute (30) duty free lunch period;
- D. Meetings, conferences, special instructional assistance to students, Open House, educational activities, etc., as scheduled by the District Superintendent, or his/her designee, will require a Teacher Aide to be on duty prior to the stated beginning time and/or remain after the stated terminating time in "A" and "B" above;

The Teacher Aide shall be notified at least one (1) day in advance of the scheduled meeting, conference, special instructional assistance to students, Open House, educational activity, etc.

SIGNATURE PAGE

Agreed to this 23 day of March 2006.

For the Association:

For the BOCES:

Cheryl D. Mason  
Signature

Jackel D. Starks  
Signature

3/23/06  
Date



