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Title: **Cayuga-Onondaga Counties BOCES District and BOCES Teacher Aides Unit, CSEA, Local 1000, AFSCME, AFL-CIO (2000)**

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BOCES AID

6601_06302002

Cayuga-Onondaga Boces And Boces
Teacher Aides Unit

AGREEMENT BETWEEN

**THE CAYUGA - ONONDAGA COUNTIES BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

AND

**THE BOCES TEACHER AIDES UNIT
OF THE
CAYUGA COUNTY LOCAL OF C.S.E.A., INC.**

JULY 1, 2000 - JUNE 30, 2002

RECEIVED

SEP 12 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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**ARTICLE 1
DECLARATION**

Section 1.

The Cayuga-Onondaga BOCES recognizes the order of the Public Employment Relations Board in Case Number C-2922 which certified the Civil Service Employees Association Inc., Local 1000, AFSCME/AFL-CIO as the exclusive representative of the employees in the identified negotiating unit.

Section 2.

UNIT:

Included: Regularly employed full-time and regularly employed part-time teacher aides.

Excluded: Casual, temporary and substitute employees, teaching assistants and all other administrative, supervisory, instructional and non-instructional employees.

**ARTICLE 2
NO STRIKE PLEDGE**

Section 1.

The Association agrees that it shall not strike, cause, assist, instigate, encourage, or impose obligations on its members to strike.

**ARTICLE 3
ASSOCIATION SECURITY - DUES DEDUCTIONS**

Section 1.

The BOCES hereby agrees to deduct on a uniform basis from the pay of each employee covered by this Agreement an amount of money in payment of dues in the Association and for CSEA sponsored insurance plans for those employees who have authorized such deductions by the BOCES. The District further agrees to transmit said deductions to the Civil Service Employees' Association, Inc., Capital Station, Post Office Box 7125, Albany, New York 12224. The CSEA shall indemnify and protect the BOCES against any liability or claim which may arise by reason of the BOCES' compliance with this article.

Section 2. Credit Union

The employer shall withhold, upon written request of any employee covered by this Agreement, any amounts with regard to the Cayuga County Employees' Federal Credit Union.

**ARTICLE 4
MANAGEMENT'S RIGHTS**

Section 1.

The Association recognizes that the BOCES retains the sole and exclusive right and authority to manage the business of the District, including, but not limited to the right and authority to plan, direct and control its operations; to determine the location, design, size and number of buildings; to decide the business hours of its operations; to decide the types of educational service it shall provide within lawful limitations; to determine the starting and quitting time for employees, work schedules and number of hours to be worked; to have the sole right to discipline, suspend with or without pay, and to discharge employees; to hire, layoff, assign, transfer, and promote employees to select and hire, to promote to a better position, to maintain efficiency of employees; to determine the number of teaching and non-teaching staff; to make assignments, to introduce new or improved methods, techniques, and programs; to evaluate employees and to determine the method of evaluation; to determine the number and duties of employees; to consolidate programs; and to make reasonable rules and regulations pertaining to employees covered by this Agreement.

Section 2.

In the exercise of such rights above, the management of the BOCES shall comply with the provisions of this Agreement.

**ARTICLE 5
PROBATIONARY PERIOD**

Section 1.

A probationary period of six (6) months will be served by all employees. At any time during the probationary period, the BOCES shall have the right to appoint or discontinue employment of the person involved.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 1. Definitions

- 1.1 Party shall mean the BOCES or any teacher aide.
- 1.2 Representatives shall mean the person or persons designated by the aggrieved employee as his counsel or to act in his behalf.
- 1.3 Supervisor shall mean BOCES designated administrative or supervisory officer responsible for the department in which alleged grievance arises.
- 1.4 Grievance shall mean any claimed violation of this agreement.
- 1.5 Association shall mean the Teachers Aide Unit of Cayuga County Local of Civil Service Employees' Association, Inc.

Section 2. Basic Principles

- 2.1 Throughout all stages of grievance the aggrieved employee shall be allowed to have a representative.
- 2.2 During all procedural stages each party to a grievance shall have access at reasonable times to all written statements and records pertaining to the case.
- 2.3 Employees shall not leave their duty stations to discuss or process grievances unless they have requested and received permission to do so from the District Superintendent.
- 2.4 All hearings shall be confidential and conducted in private.
- 2.5 The supervisor shall have the responsibility to consider promptly each grievance in his jurisdiction, and to make a determination within the time limits specified.
- 2.6 Compliance with the provisions of section 3 shall constitute a condition precedent for the submission of a grievance at the next stage.

Section 3. Procedures

Should the aggrieved employee fail to comply with the time limits set forth below the grievance shall be declared null and void and no further processing of the grievance shall be permitted. If the BOCES representative fail to comply with the time limits, the grievance shall automatically move to the next stage.

3.1 Stage 1. A person having a grievance who is personally aggrieved will discuss the grievance with his/her immediate department supervisor or his designee within ten (10) school days of the occurrence of the grievance. If the grievance is not resolved at Stage 1 within ten (10) school days, the employee may appeal to Stage 2.

3.2 Stage 2. The aggrieved employee shall present his grievance in writing to the immediate department supervisor or his/her designee at Stage 1. The immediate department supervisor or his/her designee shall render his determination to the aggrieved employee in writing within five (5) school days after the written grievance has been submitted. The grievance shall be deemed waived unless it has been submitted within the specified time limit. If the grievance is not resolved at Stage 2, the aggrieved employee may proceed to Stage 3 within five (5) school days of the decision at Stage 2.

3.3 All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing the said events or conditions, if known to the aggrieved person, and a detailed statement of the nature of the grievance and the redress sought by the aggrieved employee.

3.4 Stage 3. The aggrieved employee shall request in a written statement a review by the District Superintendent, who in turn shall request a written statement of the determination reached at Stage 2 by the immediate department supervisor. Within ten (10) school days of receiving said request, the Superintendent of Schools shall hold a hearing to obtain further information regarding the case. Representatives of the Teachers Aide Unit of Cayuga County Local of Civil Service Employees' Association, Inc., will present information at this hearing. All written statements and record of the case must be submitted at the hearing by the District Superintendent. The District Superintendent of Schools shall render a written decision within ten (10) school days after conclusion of the hearing, informing all involved parties of the decision and reasons therefore.

3.5 The District Superintendent's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.

3.6 The District Superintendent shall have no power to alter, modify, add to, or subtract from the provisions of this agreement.

3.7 The District Superintendent's Award shall not be contrary to or extend any provision of law, Regulation of the Commissioner of Education, or Rule of the Board of Regents, or any other rule or regulation having the force and effect of law.

3.8 The District Superintendent shall not decide more than one grievance at the same hearing or series of hearings except by mutual agreement between the parties. The District Superintendent's remedy shall extend only to the employee(s) who is (are) a party of the grievance.

3.9 The District Superintendent shall have no power to imply any obligations unless such are specifically and expressly set forth in the agreement.

3.10 The final step of the grievance procedure will be the decision of the Superintendent of the BOCES.

ARTICLE 7 DISCIPLINE

A disciplinary suspension, fine or termination will be subject to review in a hearing before the District Superintendent.

ARTICLE 8 LEAVES OF ABSENCE

Section 1. Personal Day

Commencing on January 1, 1986, each teacher aide who has completed one year of service with the BOCES will be entitled to one personal business day without loss of pay. The personal business day shall be available for the conduct of personal business which cannot be conducted outside of the teacher aides normal working hours. Such leave shall not be used for social or recreational purposes or for litigation against the BOCES, any component school, other employees, the Board of Education, or for seeking other employment or for conducting activities on behalf of the Association, its affiliates or any other organization.

One (1) personal day shall be allowed without salary deduction for the following reasons:

- a. Sickness, graduation, confirmation, ordination, other special school, college or religious observance of a parent, spouse or child.
- b. Family Illness (family is defined as mother, father, child or spouse).
- c. Business (e.g. internal revenue, state income tax bureau, real estate, banking, legal).
- d. Funeral of a parent, spouse, or child.
- e. Emergencies.

The teacher aide must provide a reason which is sufficiently specified to permit the BOCES administrator to make an informed judgment on the request.

Section 2. Personal Illness Leave

Commencing on July 1, 1987, each teacher aide will receive one-half (.5) day for each full month of service rendered subsequent to said date for personal illness requiring absence from employment. Effective July 1, 1994, each teacher aide who has completed

four (4) school years of employment will receive one (1.0) day for each full month of service rendered subsequent to said date for personal illness requiring absence from employment.

Verification of illness may be required. Unused personal illness days will accumulate to a maximum of ninety (90) days. Prior notice of absence must be made to the District Superintendent or designee as soon as possible, but at least one (1) hour prior to the absence.

Up to three (3) personal illness days may be used in each school year for illness in the immediate family. Immediate family shall be defined to include: Spouse, child, parents, mother-in-law, father-in-law, grandparents, brothers, sisters, or any dependent living in the household of the employee.

Section 3. Bereavement Leave

Death in the Immediate Family (family will include spouse, child, parent, grandparent, grandchild, siblings of either spouse, foster children and those residing with the employee).

Each employee will be entitled to up to three (3) days of paid leave due to death in the employee's immediate family. Such leave will be in addition to any sick leave or personal leave to which the employee is entitled.

Each employee may be granted one (1) day of leave with full pay to attend the funeral of the employee's or his/her spouse's other relatives defined as follows: Aunt, Uncle, Nephew, Niece.

Section 4. Jury Duty

An employee who is called to serve on jury duty shall notify the Office of the District Superintendent, or his designee, as soon as such notice is received. The employee shall receive the difference between his/her regular daily salary and pay received for jury duty. Verification of the amounts received for jury duty shall be submitted to the District Superintendent.

Section 5. Unpaid Leave of Absence

Teacher Aides will be entitled to an unpaid leave of absence for a period not to exceed one (1) academic school year. A request for an unpaid leave of absence must be made in writing to the District Superintendent at least six weeks prior to the proposed commencement date of the unpaid leave. Ordinarily, the leave will begin at the start of a semester and end at the end of a semester.

ARTICLE 9
HEALTH REIMBURSEMENT OPTION

Section 1.

Effective July 1, 1989, the BOCES will provide a medical reimbursement plan for each teacher aide who has completed two (2) years of service with the BOCES. Except as provided in section 4, below, each eligible aide will be entitled to an annual maximum benefit of \$650.00 for the 2000-2001 and 2001-2002 school years toward the purchase of health care insurance or reimbursement of verified doctor bills and prescription drugs for the employee only. The benefit year will run from July 1 through June 30. The teacher aide will elect the insurance or reimbursement option before July 1 for the following academic school year.

Section 2.

Except as provided in section 4, below, each teacher aide who has completed three (3) years of service with the BOCES will be entitled to a maximum benefit of \$750.00 for the 2000-2001 and 2001-2002 school years toward the purchase of health care insurance or reimbursement of verified doctor bills and prescription drugs for the employee only. The benefit year will run from July 1 through June 30. The teacher aide will elect the insurance or reimbursement option before July 1 for the following academic school year.

Section 3.

Except as provided in section 4, below, each teacher aide who has completed four (4) years of service with the BOCES will be entitled to a maximum benefit of \$1,050.00 for the 2000-2001 and 2001-2002 school years toward the purchase of health care insurance or reimbursement of verified doctor bills and prescription drugs for the employee only. Effective July 1, 1990 a teacher aide covered by this section may, as an alternative, elect to receive individual coverage for health care and the BOCES will pay 100% of the premium. The benefit year will run from July 1 through June 30. The teacher aide will elect the insurance or reimbursement option by July 1 for the following academic school year.

Effective July 1, 1994 an eligible employee in the negotiating unit who has completed fifteen or more years of service in the BOCES shall be entitled to receive payment of fifty (50%) percent of the cost of a family premium for the health care plan.

Effective July 1, 1997 an eligible employee in the negotiating unit who has completed twenty (20) or more years of service in the BOCES shall be entitled to receive payment of sixty (60%) percent of the cost of a family premium for the health care plan.

Section 4.

A teacher aide may submit claims for reimbursement of verified doctor bills and prescription drugs for dependents within the benefit levels specified in sections 1, 2 and 3 above provided that such claims are not otherwise eligible for payment by another employer, or pursuant to another health insurance policy or health care benefits plan.

The Cayuga-Onondaga BOCES reserves the right to coordinate benefits, and claims eligible for payment by another means will not be eligible for payment within the provisions of this section.

Section 5.

In order to be eligible for the benefits provided in this article, a teacher aide must be employed for the entire school year and be scheduled to work a minimum of six (6) hours each day. An eligible aide may elect to pay the premium difference for individual or dependent coverage provided the election is made as specified in section 9. Absence from work due to illness or disability shall not constitute a break in service for purposes of eligibility for health care benefits.

A year of service for the purpose of this article shall mean a complete school year commencing on September 1 and ending on June 30. Teacher aides who commence work before December 1 of their first school year of employment will be considered to have commenced work on September 1.

Section 6.

The BOCES reserves the right to select the insurance carrier or to self fund health care benefits provided the schedule of benefits is substantially equivalent to the benefits contained in the state health insurance program that was provided to employees of the Cayuga-Onondaga Counties BOCES on June 30, 1981.

Section 7.

7.1 Unit members are required to pre-notify the health insurance carrier or the healthcare administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Failure to pre-notify the appropriate administrator or carrier of a pending non-emergency hospital treatment or admission will result in a penalty of \$200.00 per occurrence.

7.2 In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonogram, by telegram or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member or his immediate family can notify the health care administrator or health program carrier. The

forty-eight (48) hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification. Failure to provide the necessary notification will result in a penalty of \$75.00 per occurrence.

7.3 To the extent practicable, the pre-notification requirement and the forty-eight (48) hour emergency notification will be printed on the unit member's health insurance program card and distributed to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on December 1, 1991 or otherwise as mutually agreed upon by the parties.

Section 8.

In the event changes to the health care plan provided to teaching employees of the BOCES are made that affect: (1) major medical deductibles, (2) prescription drug rider, (3) out-patient use of hospital emergency room or (4) pre-notification requirements for hospital treatment such changes shall be applicable to members of the negotiating unit represented by CSEA.

Section 9.

Election of participation in the health insurance program or reimbursement option will be made before November 1, 1994, or July 1, of each year thereafter on a form provided by the BOCES. The failure to select an option before November 1, 1994, or July 1 of each year thereafter will result in no benefits being provided.

Section 10. Dental Insurance

Effective July 1, 1994, an eligible employee in the negotiating unit may elect to participate in the Dental Insurance Program on the same basis as the program is provided to other employees of the BOCES. The employee shall assume the full cost of any premiums.

Section 11.

The health reimbursement options described in Article 9 may be utilized for medical, prescription drug, dental and prescription optical expenses.

**ARTICLE 10
RETIREMENT**

Section 1.

Teacher aides may elect to participate in the New York State Employees Retirement System.

Section 2.

The employer agrees to provide the option contained in 41-J for eligible employees.

**ARTICLE 11
COURSE WORK**

Section 1.

BOCES will pay the tuition up to \$250.00 for full time members of the bargaining unit for one job-related course (3 credit hours) per year at any accredited school providing that application must be made in writing to the Office of the District Superintendent prior to taking the course, and the course must be approved in writing prior to the commencement of the course.

Section 2.

Evidence of having satisfactorily completed the course must be presented to the Office of the District Superintendent who will approve the reimbursement of the tuition at that time.

**ARTICLE 12
WAGES**

Section 1.

As provided in section 3 below for the 2000-2001 academic school year, each teacher aide will receive a four percent (4.0%) wage increase.

Section 2.

As provided in section 3 below for the 2001-2002 academic school year, each teacher aide will receive a four percent (4.0%) wage increase.

Section 3. Hourly Rates of Compensation

3.1

<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
\$10.09	\$10.49	\$10.91
\$10.69	\$11.12	\$11.57
\$11.87	\$12.35	\$12.84

3.2 Teacher aides who were compensated at the rate of \$10.09 per hour for the 1999-2000 school year will receive \$10.49 per hour for the 2000-2001 school year and \$10.91 per hour for the 2001-2002 school year.

3.3 Teacher aides who were compensated at the rate of \$10.69 per hour for the 1999-2000 school year will receive \$11.12 per hour for the 2000-2001 school year and \$11.57 per hour for the 2001-2002 school year.

3.4 Teacher aides who were compensated at the rate of \$11.87 per hour for the 1999-2000 school year will receive \$12.35 per hour for the 2000-2001 school year and \$12.84 per hour for the 2001-2002 school year.

Section 4. Longevity Schedule

Commencing with the fiscal year after an employee has completed ten (10) years service with the employer, he/she shall receive a total of \$500 for the 2000-2001 and 2001-2002 school years in addition to his/her wage or salary each year. This provision will become effective on July 1, 1994. Payment for longevity will be made in one (1) payment in a separate check during the month of September.

**ARTICLE 13
WORK WEEK**

Section 1. Work Week

The workweek shall consist of five (5) consecutive days, Monday through Friday, with two (2) consecutive days, Saturday and Sunday, as days off. The employer shall have the right to adjust the workweek.

Section 2. School Closing After Commencement of Work Day

Except as otherwise provided in this section, employees who report to work on a scheduled workday and perform duties will be compensated for actual time worked.

If an employee reports to work on a scheduled work day and performs duties for a period of one and one-half (1.5) hours or more but less than three (3) hours, the employee will receive payment for three (3) hours work. If an employee works four (4) hours or more, the employee will receive a full day's payment up to six (6) hours.

ARTICLE 14 ASSIGNMENT

Section 1.

In the event a teacher aide desires a change of assignment, the aide will notify the departmental director in writing. Thereafter when a vacancy occurs, the departmental director will consider all standing requests for an assignment change.

Section 2.

Where skill and ability is equal, the most senior teacher aide will be given first preference. Based upon the needs of the vacancy, the BOCES reserves the right to fill the vacant position by hiring a new employee.

ARTICLE 15 LAYOFF - RECALL

Section 1.

All layoffs, reduction in force, job abolishment and recalls of Teacher Aides shall be according to job classification seniority within a department. The least senior employee in the affected job classification within a department shall be the first to be laid off. Department as used herein means Occupational Education Department, Special Education Department, or Instructional Support Services Department.

Teacher aides who are hired on or after July 1, 1994, and who at the outset of their employment are hired to work with a specific child shall not be subject to the provisions of Article 15 Layoff Recall. Other teacher aides may not displace a child specific aide in the event of a reduction in force or layoff.

Section 2.

Teachers Aides shall be recalled to their job classification in reverse order of layoff (last off first recalled). Individuals will be notified by registered mail (sent to the last official address on file at District offices) and shall reply within seven (7) calendar days after receipt of the registered letter. If no reply is received within the time limits, the individual will have waived all rights to recall.

Section 3.

Individuals will be afforded the opportunity only once to return to the BOCES, and shall retain their right to recall and seniority prior to layoff, for a period not to exceed one (1) calendar year from the date of layoff.

Section 4.

Any employee who is to be laid off, shall receive at least a two (2) weeks notice prior to being laid off.

**ARTICLE 16
USE OF FACILITIES AND BULLETIN BOARDS**

Section 1. Use of Facilities

The employee association shall have the right to use the employer's facilities for their meetings, as long as facilities are available and the employee association has received approval in advance.

Section 2.

The bargaining unit shall have the right to use a designated bulletin board for the posting of information as long as said information is not controversial.

Section 3. Information

On the effective date of this Agreement, the employer shall supply to the BOCES Teacher Aides Unit of the Cayuga County Local of CSEA, Inc. a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, and first date of employment. Such information shall hereafter be provided to said CSEA Unit on a semi-yearly basis.

The Unit President shall also receive this information on new employees within thirty (30) days from the date of board appointment. The Unit President shall also receive written notification within thirty (30) days of the effective date of any employee who has terminated employment.

Section 4. Access to Employees

The Association Field Representative shall have the right to visit employees on the job as long as he secures prior approval from the District Superintendent or the Director of Labor Relations for the BOCES. This approval will not be granted if the employee is scheduled to be in class and responsible for students. The employee visited recognizes his responsibility to complete his daily work assignment.

Section 5.

If in the opinion of the District Superintendent or his representatives, the Association Field Representative abuses his visiting privileges this permission can be withdrawn.

Section 6. Use of BOCES Supplies

The Association shall have use of the telephone for Association business for local calls.

Section 7.

The Association may use the BOCES copying machine with the prior approval of the employee's immediate supervisor. The paper and supply costs shall be the responsibility of the Association.

**ARTICLE 17
STAFF DEVELOPMENT**

Section 1.

Between July 1 and June 30, the BOCES may, in its discretion, require employees to participate in training or staff development. Employees will be given advance notice of training or development days and shall be paid their current hourly rate of pay for any required attendance.

**ARTICLE 18
MISCELLANEOUS**

Section 1.

The employer shall assume the responsibility of printing this agreement.

Section 2.

Copies of this agreement shall be provided to all employees within the bargaining unit, with ten (10) copies to be supplied to the Unit President.

Section 3.

If any provision of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4.

Each employee covered by this agreement shall receive an annual statement stating step employee is on and days of accrued sick time.

ARTICLE 19
SECTION 204 A - TAYLOR LAW, DURATION CLAUSE

Section 1.

"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."

Section 2. Duration Clause

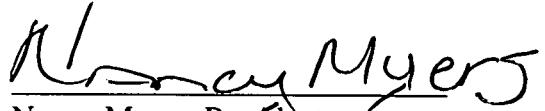
This Agreement shall continue in effect from July 1, 2000, to June 30, 2002.

Section 3.

Parties have set their hand and seal this 9th day of August, 2000, Cayuga-Onondaga BOCES, Cayuga County, New York by



Gary Gilchrist
District Superintendent
Cayuga-Onondaga BOCES



Nancy Myers, President
BOCES Teacher Aides Unit
of the Cayuga County Local
of C.S.E.A., Inc.



Keith Barnes
Labor Relations Specialist
C.S.E.A.