



THE ADVOCATE

Cayuga-Onondaga BOCES
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IT'S TIME TO REVIEW RECOMMENDATIONS FOR TENURE

Tenure recommendations are approaching, so it is helpful to review notification requirements under Education Law Section 3031. Keep in mind that this process may differ, depending on circumstances and your particular collective bargaining agreement. In addition, Education Law §3012-c and §3012-d require a teacher's Annual Professional Performance Reviews be a significant factor in employment decisions involving the teacher. A board of education, however, still has the unfettered right to terminate a probationary teacher for any statutorily or constitutionally permissible reason.

TERMINATION DURING THE PROBATIONARY PERIOD

Sections 3012 (§3014 for BOCES and §2509 for city school districts), 3031, and 3019-a of the Education Law are applicable to the discontinuation of employment of a probationary employee during the probationary period.

A superintendent of schools must give a probationary teacher written notice that the superintendent will be recommending the discontinuation of services of the teacher at least thirty (30) days prior to the meeting of the board of education at which such recommendation will be considered. Please

see Sample Letter A.

The probationary teacher may request in writing that the superintendent of schools provide the reasons for the recommendation for discontinuation. The written request must be made not later than twenty-one (21) days prior to the meeting of the board of education. Within seven (7) days after the request, the superintendent must provide the reasons in writing.

The teacher may file a written response with the clerk of the board of education no later than seven (7) days before the date of the meeting of the board of education. At the meeting, the board of education must review the recommendation of the superintendent, the reasons for the recommendation, and the response of the teacher. If a majority of the board of education approves the superintendent's recommendation, the teacher must be notified that his/her employment with the District will end thirty (30) days after the date of the notice.

TERMINATION AT THE CONCLUSION OF THE PROBATIONARY PERIOD

The discontinuation of services of a probationary teacher at the end of a probationary period must be distinguished from a termination during the probationary period. At least sixty (60) days prior to the end of the probationary period, the superintendent of schools must notify the probationary teacher in writing that the teacher will not be recommended for tenure. This notice must be provided to the probationary teacher at least thirty (30) days before the board meeting at which the board will review the superintendent's recommendation. Usually, both notices are contained in the same written statement. Please see Sample Letter B. The notices could, however, be transmitted separately.

The probationary teacher may, in writing, request that the superintendent of schools provide the reasons for the failure to recommend. The teacher's written request must be made not later than twenty-one (21) days prior to the meeting of the board of education at which the superintendent's failure to recommend for appointment to tenure will be reviewed. Within seven (7) days after the request, the reasons must be furnished in writing. The teacher may file a written response to the reasons with the clerk of the board of education no later than seven (7) days before the date of the meeting of the board of education.

At the meeting of the board of education, the superintendent's recommendation to not grant tenure is reviewed together with the superintendent's reasons and the teacher's written response. The board of education cannot grant tenure where the superintendent fails to make a recommendation for tenure. *Matter of Anderson v. Board of Education of the City of Yonkers*, 46 A.D.2d 360, 362 N.Y.S.2d 536 (2nd Dept. 1974), *aff'd.*, 38 N.Y.2d 897, 382 N.Y.S.2d 750 (1976). Nevertheless, the prevailing law at this time appears to require the board to vote on the superintendent's failure to recommend. *Matter of Fusco v. Board of Education of East Quogue Union Free School District*, 185 A.D.2d 887, 586 N.Y.S.2d 1012 (2nd Dept. 1992); *Matter of Dembovich v. Liberty Central School District Board of Education*, 296 A.D.2d 794, 745 N.Y.S.2d 342 (3rd Dept. 2002).

At the end of the probationary period, the services of the teacher are discontinued. Section 3019-a of the Education Law does not apply. If the teacher provides any services beyond the end of the probationary period with the knowledge and consent of the board of education, the teacher acquires tenure by estoppel.

BOARD OF EDUCATION REJECTION OF THE RECOMMENDATION OF THE SUPERINTENDENT OF SCHOOLS

Tenure is granted when a majority of a board education affirmatively votes to approve a recommendation of the superintendent of schools. Any vote that falls short of the majority constitutes a rejection of the recommendation.

Section 3031 of the Education Law provides that, where a board of education votes to reject the recommendation of the superintendent of schools, such vote shall be considered advisory. At least thirty (30) days prior to the meeting of the board of education at which the board intends to take final action, notice shall be given to the teacher that the board intends to deny tenure.

The teacher may, in writing, request that the board of education provide a written statement giving the board's reasons for its intended action. The teacher's written request must be made no later than twenty-one (21) days prior to the meeting of the board of education at which it intends to take final action. Within seven (7) days after the request, the reasons must be furnished. The teacher may file a written response to the reasons with the clerk of the board of education no later than seven (7) days before the date of the meeting.

At this second meeting, the board of education must consider the recommendation of the superintendent of schools, its first advisory vote, its statement of written reasons, and the response of the teacher. If the board of education does vote to award tenure, then the services of the teacher will be discontinued at the end of the probationary period. If the teacher provides any services beyond the end of the probationary period with the consent and knowledge of the board of education, the teacher acquires tenure by estoppel.

SAMPLE LETTER "A"

(Teacher must receive letter thirty [30] days before meeting of board of education)

Date_____

Jane Doe
100 Anywhere Street
Anywhere, NY 11111

Dear Ms. Doe:

Please be advised that I will be submitting a recommendation to the Board of Education that your services as a _____ teacher in the academic tenure area of social studies in the Anywhere Central School District be discontinued effective (date must be at least thirty (30) days after the teacher receives notice of Board's affirmative vote on Superintendent's recommendation).

The Board of Education will be considering my recommendation at its meeting on _____.

Should you wish to discuss this matter with me, please contact my secretary for an appointment.

Very truly yours,

Chief School Officer
Superintendent of Schools

SAMPLE LETTER "B"

(Notice of failure to recommend for appointment to tenure must be received by teacher at least sixty [60] days prior to the end of the probationary period.)

Date_____

John Doe
100 Anywhere Street
Anywhere, NY 11111

Dear Mr. Doe:

Please be advised that I will not be recommending you to the Board of Education for appointment to tenure in the academic tenure area of _____ in the Anywhere Central School District.

The Board of Education will review my failure to recommend your appointment to tenure at its meeting of (date must be at least 30 days after teacher receives letter).

Should you wish to discuss this matter with me, please contact my secretary for an appointment.

Very truly yours,

Chief School Officer
Superintendent of Schools



NEW YORK STATE'S RESPONSE TO THE CONSTITUTIONALITY OF AGENCY SHOP FEES

Two years after the Supreme Court of the United States issued its split decision in *Friedrichs v. California Teachers' Association*, effectively upholding agency shop fees and retaining the status quo for public sector unions, the Supreme Court is poised to rule on the issue again.

On February 26, 2018, the Supreme Court heard oral argument in *Janus v. American Federation of State, County, And Municipal Employees, Council 31*, between an employee working for the Illinois Department of Healthcare and Family Services and the union that represents him, the American Federation of State, County, and Municipal Employees, Council 31 ("AFSCME"). The case arose because Illinois is a state that collects fees from non-union members, similar to New York. The plaintiff is challenging the constitutionality of *Abood vs. Detroit Board of Education*, 431 U.S. 209 (1977), which allows government worker unions in certain states to collect "fair share" fees to cover the costs of collective bargaining, even from employees who do not join or support the union. In *Abood*, the Supreme Court ruled that these fees are allowable as long as the money does not go towards a union's political activities without the member's permission. Known as an "agency shop" system, individual employees decide whether to be

a part of the union, but if they choose not to become a member, they still must pay the portion of dues that goes to collective bargaining because they are still covered by that contract. For a further analysis of *Abood*, as well as the two recent Supreme Court decisions upholding *Abood – Harris v. Quinn* and *Friedrichs v. California Teachers' Association*, please see the January/February 2016 and March/April 2016 editions of *The Advocate*. Similar to those challenges, if the plaintiff prevails in *Janus*, unions stand to lose fees from both workers that oppose union positions and those who simply choose not to join while benefiting from the unions' efforts on their behalf.

After oral argument, it appears that the Court will side in favor of Mr. Janus, which would change the public-sector union landscape. Many consider Justice Neil Gorsuch (who remained silent at oral argument), Justice Anton Scalia's replacement, to be the deciding conservative vote to create a 5-4 decision in favor of overruling *Abood*. If mandatory agency shop fees are ruled unconstitutional, public employers in New York State would feel the far-reaching effects, such as ramifications on PERB and its governing legislation, when and how contracts would have to be negotiated and, on whose behalf, and how districts collect agency shop fees.

Unions such as NYSUT and CSEA are already anticipating the *Janus* case to overrule *Abood*. They fear that such a decision could have disastrous effects on union membership, since many employees may no longer decide to pay union fees if they can still retain the benefits of the union. Moreover, if a union is unable to obtain a 50% membership rate, someone may file a petition with PERB to decertify the union, which could void the current contract and create individual employment contracts or numerous separate bargaining units in one school district. Unions are worried that if a unit is decertified and a contract is nullified, the employer will be able to change any term and con-

dition of employment. However, with the long history of the Taylor Law in New York, this fear may be over exaggerated, because mandatory, non-mandatory and prohibited subjects of bargaining would still exist.

To address some of the above concerns from public unions, Governor Andrew Cuomo signed legislation on April 12, 2018, that will lessen the possible blow of *Janus* for public sector workers in New York. The legislation modifies § 208 and 209-a of the Taylor Law. One modification states that unions will not be forced to provide benefits to members who do not pay for them, which would likely prevent free riders and encourage membership. Specifically, the law states that unions no longer have to provide representation to non-members: (1) during employee questioning; (2) in statutory or administrative proceedings or to enforce statutory or regulatory rights (*i.e.* section 75); and (3) in any stage of a grievance, arbitration or other contractual process concerning evaluation or discipline where the non-member can be represented by his/her own advocate. Additionally, the law requires public employers, including school districts, to:

- Begin making dues deductions no later than 30 days after receiving proof of a signed dues deduction authorization card;
- Notify the relevant union of a new employee being hired, rehired or promoted into a bargaining unit within 30 days and provide the new employee's name, address, job title and work location; and
- Permit the employee and the union to meet for a reasonable amount of time within 30 days without any leave accrual deductions, unless stated differently in a collective bargaining agreement.

While the legislation looks like it will help maintain the continuation of public unions in New York, it adds additional requirements for public employers that they must com-

ply with to avoid facing improper practice charges with PERB. However, the law may face challenges regarding its constitutionality in state and federal court, especially if it is in direct opposition to the *Janus* decision.

Regardless of the *Janus* decision, districts must follow the recent NYS legislation, continue to follow current collective bargaining agreements, unless informed otherwise, and continue following all relevant federal and NYS statutes pertaining to labor and education law. Finally, what may or may not happen over other public employee First Amendment issues due to *Janus* remains to be seen, but an increase in First Amendment challenges would not be surprising.

The Supreme Court is poised to issue its decision in May or June 2018.



LAYOFFS AND ABOLISHING POSITIONS

Under normal circumstances, an employee who is laid off will not be entitled to any type of hearing. In *Koch v. Yunich*, the Second Circuit Court of Appeals was faced with an employee's claim that he was denied due process when he was laid off and not provided a hearing. The layoff involved merely an economic demotion and did not involve any exercise of discretion. Where a layoff or retrenchment is necessary for purely economic reasons and the person to be laid off is chosen on the basis of seniority, a hearing is not required. Absent a claim that the

seniority calculation is based on erroneous factual premises, there is nothing which a hearing would elucidate.

However, this general rule is not always applicable when the employer is a public school district and the employee whose position was abolished can assert a colorable claim pursuant to Education Law §2510. In *Appeal of Elmendorf*, 36 Ed. Dept. Rep. 308 (1997), the Commissioner of Education held that a teacher whose position was abolished was entitled to a pre-termination hearing. Deborah Elmendorf, the petitioner, was employed by the Windham-Ashland-Jewett Central School District as a building principal from February of 1990, receiving tenure in 1992. In the spring of 1993 the District created the position of curriculum coordinator, and transferred some of petitioner's elementary level duties to this new position. On May 25, 1995, the board of education abolished the positions of curriculum coordinator and building principal, replacing them with the position of assistant superintendent. Petitioner was never interviewed for the newly created position. When the District appointed an assistant superintendent, Elmendorf commenced an appeal to the Commissioner.

In the appeal, Elmendorf alleged that she was the senior excessed employee in the administrative tenure area, and that the newly created position of assistant superintendent was similar to the position she previously held. As such, petitioner argued that she was entitled to be appointed to the newly created position pursuant to the provisions of Education Law §2510. Petitioner did not prevail on this argument.

However, Elmendorf also argued that the District violated her due process rights by failing to provide her with a pre-termination hearing, thereby denying her the opportunity to assert her right to the newly created position of assistant superintendent. The Commissioner held that Elmendorf was entitled to a pre-termination hearing since she had a

colorable claim to the assistant superintendent position under Education Law §2510.

When reaching the decision to layoff administrators or teachers, it is imperative that the school district accurately verifies the seniority of those in the affected tenure area to ensure that the least senior person is laid off. Where there is a dispute as to seniority, or where a new position is created and an individual claims that he/she is entitled to the newly created position, a school district should conduct a hearing pursuant to Education Law §2510 to determine the rights and status of the individuals involved. Since probationary employees can claim protection under Education Law §2510, they are also entitled to a pre-termination hearing when their position is abolished and they have a colorable claim regarding their seniority or to a newly created position. In addition, a dispute could arise as to bumping rights for teachers with accrued seniority tenure appointments pursuant to Part 30 of the Regulations of the Commissioner of Education.

Federal courts have implied that these hearings are to be held by the board of education or by a hearing officer duly designated by the board of education. The hearing officer, if one is used, should be appointed to issue findings of fact and recommendations to the board of education. A record of the hearing must be made and forwarded to the board. An audible tape recording of the hearing that can be later transcribed will be sufficient, but a transcript of the hearing by court reporter is preferable. The board of education, however, must make the final decision. In addition, the hearing officer should **not** be the school district administrator who made the initial seniority or layoff decision.

If you have questions regarding layoff procedures pursuant to Education Law §2510, or if a dispute arises after a layoff, please contact the Office of Personnel Relations.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	AVG.
BOCES	1.50	1.75	2.25	2.25	2.25	2.50	2.70	2.75	2.80			2.31
Auburn	3.00	0.00	2.25	2.25	2.60	2.60	2.60					2.19
Cato-Meridian	3.80	2.00	2.00	2.00	2.70	2.60	2.50					2.51
Jordan-Elbridge	0.50	2.01	2.18	2.50	2.50	2.50	2.80	2.80	2.80			2.29
Moravia	2.00	2.00	0.00	2.50	2.50	2.50	2.90	2.85	2.80			2.23
Port Byron	2.00	2.00	2.00	2.00	2.50	2.60	2.70	2.60				2.30
Skaneateles	1.50	1.50	1.50	2.50	2.60	2.75						2.06
So. Cayuga	2.00	2.00	2.00	2.25	2.25	2.75	2.75	2.75				2.34
Union Springs	2.00	2.00	2.00	2.00	2.50	2.50	2.50					2.21
Weedsport	0.00	2.00	2.00	2.00	2.50	2.50	2.75	2.75	2.75			2.14
	1.83	1.73	1.82	2.23	2.49	2.58	2.69	2.75	2.79			
BROOME-TIOGA BOCES												
Chenango Valley	2.75	2.75	2.75	2.75	2.75	2.75	2.75					2.75
Deposit	2.50	2.00	2.50	2.50	3.00	3.00	3.00	2.99				2.69
Maine-Endwell	4.50	4.50	2.60	2.80	2.95							3.47
Owego-Apal.	2.95	2.95	2.00	2.00	2.95	2.85	2.75					2.64
Union-Endicott	2.70	2.70	2.70	2.70	2.60	2.90	2.90					2.74
Vestal		\$1,500	2.60	2.95	2.95	2.95						2.86
Whitney Point	3.50	0.00	2.20	2.20	2.50	2.60	2.70					2.24
	3.15	2.48	2.48	2.56	2.81	2.84	2.82	2.99				
GENESEE VALLEY BOCES												
Geneseo	2.00	2.00	2.00	3.00	3.00	3.00	3.75	3.60	3.50			2.87
OSWEGO BOCES												
Hannibal	0.00	1.75	1.75	2.20	2.20	2.20	2.75	3.00	3.00	3.00		2.19
Oswego	0.00	1.75	2.00	2.00	2.00	0.00	3.00	3.00	3.00			1.86
	0.00	1.75	1.88	2.10	2.10	1.10	2.88	3.00	3.00	3.00		
TOMPKINS-SENECA-TIOGA BOCES												
BOCES	4.00											4.00
Candor		2.00	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500						2.00
Dryden	2.60	3.00	3.00	3.00	3.00	3.05						2.94
Groton	3.50	3.50	2.50	2.60	2.70	2.70	6.00	6.00	6.0/5.0/4.0			3.80
									% depends on years			
Ithaca	2.00	2.00	2.00	2.00	2.00	4.50	\$1,930	3.00				2.50
Lansing	3.50	2.70	2.70	3.00	3.00	3.25	2.85	2.90	2.65			2.95
Newfield	2.00	2.00	3.00	3.50	2.75	2.50	3.25	3.00	3.25			2.81
South Seneca	1.50	1.50	2.45	2.45	1.45	2.75	3.25	3.25				2.33
Trumansburg	2.70	2.70	3.00	3.00	2.50	3.00	3.25	3.50	3.50			3.02
	2.73	2.43	2.58	2.79	2.49	3.11	3.72	3.61	3.13			

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	AVG.
BOCES	1.90	1.90	2.50	2.45	2.45	3.00	3.00					2.46
Bloomfield	3.60	3.35	1.98	2.00	2.00							2.59
Canandaigua	3.85	2.00	2.69	2.65	2.57							2.75
Clyde-Savannah	5.00	2.25	2.25	2.25	2.25	3.50	3.25	3.25				3.00
Dundee	2.60	2.50	2.50	3.00	3.30	3.40	2.50	4.00	3.25	3.25		3.03
Gananda	2.75	2.60	2.60	2.75	3.00	3.00	3.20					2.84
Geneva	4.15	2.00	2.00	2.00	3.00	3.50	3.50	2.50				2.83
Gorham-Middlesex	2.25	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00			2.67
Honeoye	2.50	2.50	2.50	2.75	2.75	2.90	3.30	3.30	3.35	3.45		2.93
Lyons	3.37	3.88	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200				3.63
Manchester-Shortsville	1.80	2.00	2.00	2.00	2.50	3.00	2.50	2.50	2.50			2.31
Marion	2.80	2.00	2.00	2.40	2.25	3.00	3.25	3.50	3.65			2.29
Naples	2.25	2.25	2.25	2.25	2.50	2.50	2.60					2.37
Newark	2.50	1.25	2.50	2.50	3.00	3.00	3.00	3.25	3.10	3.20		2.73
N Rose-Wolcott	1.00	2.47	1.90	2.00	2.30							1.93
Palmyra-Macedon	3.90	2.48	3.90	2.50	1.75 + \$500	2.75	2.75	2.75				3.00
Penn Yan	2.29	2.29	1.90	2.00	2.00	2.30	3.00	3.00	3.00			2.10
Phelps-CI Springs	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.64
Red Creek	2.75	2.75	2.50	2.40	2.40	4.00	3.25	3.00	2.50			2.84
Romulus	3.50	3.50	1.50	1.50	5.00	3.00	3.00	3.00				3.00
Seneca Falls	3.50	3.45	2.00	2.00	3.00	2.75	2.50	2.00				2.65
Sodus	3.80	2.00	2.00	2.20	3.00	3.00	3.30	3.30				2.83
					* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members							
Victor	4.00	2.00	2.50	2.50	3.10	3.10	3.10					2.90
Waterloo	3.72	2.00	1.50	1.75	1.95	3.00	3.00					2.42
Wayne	3.00	2.00	3.00	2.00	3.50	4.00	2.50					2.86
Williamson	3.00	2.00	2.25	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15	2.75
	3.03	2.41	2.29	2.27	2.70	3.10	2.94	2.99	2.96	3.41	3.15	

Denotes Current Contract
Denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
BOCES												
Aides (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.70	2.75	2.80		2.38
Tchr. Ass't	2.00	2.00	2.00									2.20
Non-Instructional	2.00	2.00	2.00	2.00	2.50	2.50	2.70	2.75				2.31
Auburn												
Aides/Clerical (NYSUT)	3.35	3.00	1.00	2.00	2.00	2.60	2.60	2.60				2.39
Bus Drivers (CSEA)	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60				2.31
Cust/Maint. (CSEA)	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60				2.31
Nurses (SEIU)	2.00	0.00	2.00									1.33
Cato-Meridian												
Aides/Ass'ts (SEIU)	4.75	50¢/hr	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr					4.75
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25		2.15
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25		2.15
Jordan-Elbridge												
Aides/Clerical(SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50					2.79
Bus Drivers	2.00	2.00	2.00									2.00
Cust./Maint (SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50					2.79
Cafeteria (SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50					2.79
Transportation			1.00	1.00	1.00							1.00
Moravia												
Aides/Ass't (CSEA)	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75				2.28
CSEA	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75				2.28
Port Byron												
Aides (SEIU)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50				2.25
Cust./Maint. (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Cafeteria (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Nurse (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Clerical (SEIU)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50				2.25
Skaneateles												
Aides (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Tchr Ass't (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Cust./Maint (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Nurses (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Clerical (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
So. Cayuga												
Aides (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Tchr. Ass't (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Bus Drivers (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Bus Mech (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Cust./Maint (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES cont'd												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Clerical (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr					2.38
Union Springs												
Aides (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Tchr. Ass'ts (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Bus Mech (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Cust/Maint. (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Cafeteria (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Nurses (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Clerical (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50						2.42
Weedsport												
Aides (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50					2.48
Bus Drivers (CSEA)	4.00	1.95	1.95	1.95	2.50	*2.50	*2.50					2.47
					*Bus drivers @ % + 30¢							
Bus Mech (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50					2.48
Cust/Maint. (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50					2.48
Nurses, Clerical	4.00											4.00
C-O BOCES Avg.	2.55	2.09	1.90	2.27	2.35	2.49	2.54	2.68	2.75	2.76		
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	3.30	3.30	2.25	2.50	2.90	3.00	3.00	3.00	3.00			2.92
Deposit												
CSEA	4.00	2.00	2.00	3.00	3.00	3.00	3.00	3.00				2.88
Maine-Endwell												
Cust./Maint.	2.00	2.00	2.00	50¢/hr	50¢/hr	50¢/hr						2.00
School Lunch	4.60											4.60
Supp Staff	4.50	4.50	2.95	3.00	3.15							3.62
Transp	3.00	3.00	\$600	\$700	\$800							3.00
Owego-Apalachin												
NYSUT	4.00	0.00	1.99	1.99	2.50	2.50	2.50					2.21
Union Endicott												
Cafe. Workers	2.70	2.70	2.70	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00	2.84
Cent Office	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00	2.87
Comp & Tech	2.70	2.70	2.70	2.70	2.70	2.70		3.00	3.00	3.00	3.00	2.82
Dist Office	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00	2.87
Maint. Workers	2.70	2.70	2.70	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00	2.87
School Aides	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00		2.83
Transp	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00		2.84
								*@ % + 25¢/hour				

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
BROOME-TIOGA BOCES cont'd												
Vestal												
Paraprofessional							3.00	3.00	3.00	3.00		3.00
Employees						2.90	2.95	3.00				2.95
Whitney Point												
Aides/Food Serv (NYSUT)	0.00	2.25	2.25	2.50	2.50	2.50						2.20
B-T BOCES Avg	2.95	2.57	2.49	2.66	2.75	2.73	3.17	3.20	3.00	2.83	2.80	
OSWEGO BOCES												
Hannibal												
CSEA	0.00	1.75	1.75	1.95	2.00	2.50	2.75	3.00				1.96
HEA	0.00	1.75	1.75	2.20	2.20	2.20	2.25					1.76
Oswego												
CSEA	1.00	2.00	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00		2.10
Osw. BOCES Avg.	0.33	1.83	1.83	2.05	2.07	1.57	2.67	3.00	3.00	3.00		
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Local												
Candor												
Local	2.00	2.00										2.00
Dryden												
NYSUT	2.50	2.20	3.00	2.85	2.66	2.90	3.75	3.50	3.50			2.98
Groton												
CSEA	2.85	2.85	2.50	2.75	2.75	2.25	2.25	2.25				2.56
Ithaca												
Supp Prof.				2.00	3.00	2.00	2.00					2.47
Lansing												
NYSUT	3.90		90¢/hr	3.50	60¢/hr	3.00						3.58
Newfield												
CSEA	1.95	2.25	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00		2.47
South Seneca												
Local	5.00	1.00	2.00	2.00	2.00	2.60	2.10	2.00				2.34
Trumansburg												
Local	2.00	2.25	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50				2.54
T-S-T Avg.	2.89	2.09	2.50	2.44	2.53	2.50	2.62	2.85	3.25	3.00		

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
WAYNE-FINGER LAKES BOCES												
BOCES												
NYSUT	3.50	3.75	1.90	2.75	2.45	2.45						2.90
Bloomfield												
NEA/NYSUT	3.40	3.40	1.95	1.85	1.85							2.49
Canandaigua												
Cust./Maint.	3.00	3.00	3.00	3.00	3.00							3.00
Cler./Aides			3.00	2.40	2.40							2.60
Food Service	3.50	4.00	2.25	2.25	3.00	3.00	3.00					3.00
Bus Drivers	3.75	2.25	2.25	2.25								2.63
Monitors	3.50	4.00	2.25	2.00	3.47	2.40	2.35					2.85
Clyde-Savannah												
Supp Pers (CSEA)	4.25	4.00	2.50	2.50	2.50	3.50	3.50	3.50	3.50			3.31
Transp.	4.50	4.00	2.00	2.00	2.00	3.75	3.60	3.50	3.50			3.21
Dundee												
CSEA	3.20	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.34
Gananda												
CSEA	2.50	1.40	2.80	2.80	2.80							2.46
Geneva												
CSEA	0.00	2.00	2.00	2.00	3.00	3.00	3.00					2.14
Gorham-Middlesex												
Bus Drivers (NYSUT)	3.70	1.90	2.25	2.25	2.70	2.70	2.70					2.60
Cust./F Serv (NYSUT)	3.70	3.75	3.75	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00		3.14
Teacher Aides (NYSUT)	2.75	2.50	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00		2.68
Honeoye												
NYSUT	2.50	2.50	2.50	2.75	2.50	3.00	2.95	2.95				2.71
Lyons												
NYSUT	3.00	3.00	2.50	2.50	2.50	1.80	1.80	1.80				2.36
						+ 54¢/hr	+ 54¢/hr	+ 54¢/hr				
Manchester-S'ville												
CSEA	1.80	1.00	1.90	1.90	2.50	2.50	2.50					2.01
Marion												
CSEA	3.50	1.75	1.75	1.75	1.75							2.10
Naples												
CSEA	3.50	3.50	2.70	2.70	2.70	2.80	2.90	2.90				2.96

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

WAYNE-FINGER LAKES BOCES cont'd												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
Newark							*or starting rate +1.2% if greater					
Custodians (CSEA)	2.50	1.25	2.00	2.00	2.40	2.00	* 54¢/hr	2.90	2.90			2.24
Tchr Aides/Asst (NYSUT)	2.30	1.50	1.50	2.40	2.00	*2.25	*2.25	1.50				1.96
						* 2016-17 & 2017-18 2.25-3.0% based on years						
N Rose-Wolcott												
NYSUT	0.00	1.90	1.90	1.90	1.95							1.53
Palmyra-Macedon												
CSEA	3.90	3.90	2.90	2.90	2.90	2.90	\$2,400/salary	\$2,500/salary	\$2,500/salary	\$2,500/salary		3.23
							or \$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr		
Penn Yan												
CSEA	3.90	2.25	2.25	2.25	2.25	2.35	2.35					2.51
Phelps-CI Springs (NYSUT)												
Nurses/Food Serv/ Bus Driv/Maint	4.05	4.05	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.90
Aides/Clerical	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.64
Red Creek												
CSEA	4.50	2.75	2.00	2.00	* 3.50	2.50	2.50					2.71
					* 2015-16 % based on hire date							
Romulus												
CSEA	4.00	1.50	1.50	3.00	3.00	3.00						2.67
Seneca Falls												
NEA/NYSUT	2.00	2.00	2.00	2.00	3.00	2.75	2.50	2.00				2.28
Sodus												
CSEA	3.00	2.00	2.00	2.00	2.00							2.20
Victor												
CSEA	1.00	1.00	1.50	2.00	2.00	2.00						1.58
Waterloo												
NEA/NYSUT	2.00	2.00	1.50	1.75	1.95	3.00	3.00					2.17
Wayne												
CSEA		2.50	2.50	2.70	2.90	2.90	2.70	2.90				2.73
Williamson												
CSEA	2.70	2.80	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00		2.70
WFL BOCES Avg.	3.13	2.85	2.27	2.28	2.44	2.73	2.83	2.81	3.08	3.00		

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.1%	5.1%	4.8%										
2017	5.2%	5.3%	4.7%	4.4%	4.4%	4.6%	4.9%	4.9%	4.6%	4.4%	4.4%	4.4%	4.7%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.0%	6.2%	5.6%										
2017	5.8%	5.9%	5.2%	4.8%	4.8%	5.0%	5.1%	5.0%	5.0%	4.7%	5.0%	5.2%	5.1%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.4%	6.5%	6.1%										
2017	6.3%	6.4%	5.6%	4.8%	4.5%	4.6%	5.0%	5.0%	4.6%	4.4%	4.9%	5.1%	5.1%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.8%	7.0%	6.3%										
2017	6.6%	6.5%	5.7%	5.4%	5.2%	5.6%	5.6%	5.4%	5.2%	5.0%	5.4%	5.6%	5.6%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	4.7%	4.7%	4.2%										
2017	4.7%	4.6%	4.0%	3.8%	4.0%	5.0%	5.0%	4.6%	4.5%	4.1%	4.3%	4.0%	4.4%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.7%	6.0%	5.5%										
2017	5.8%	5.8%	5.1%	4.5%	4.3%	4.4%	4.3%	4.3%	4.3%	4.2%	4.5%	4.9%	4.7%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.6%	5.9%	5.4%										
2017	5.5%	5.6%	5.0%	4.6%	4.7%	4.9%	5.1%	5.0%	4.8%	4.7%	4.9%	5.0%	5.0%

** Please note that 2017 data has been updated as labor force statistics for all LAUS areas are revised each year as part of the benchmarking process. The annual benchmarking process is part of the nationwide re-estimating procedure mandated by the U.S. Bureau of Labor Statistics.*

Source: New York State Department of Labor Statistics

www.labor.state.ny.us

CONSUMER PRICE INDICES

INDEX 1982-84 BASE YEAR=100	% INCREASE FROM PRIOR MONTH	% INCREASE FROM PRIOR YEAR
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February 2018

NY-Northeastern New Jersey Area

1. All Urban Consumers	272.214	0.5	1.7
2. Urban Wage Earners & Clerical Workers	267.153	0.6	1.9

U.S. City Average

1. All Urban Consumers	248.991	0.5	2.2
2. Urban Wage Earners & Clerical Workers	242.988	0.4	2.3

March 2018

NY-Northeastern New Jersey Area

1. All Urban Consumers	272.196	0.0	1.7
2. Urban Wage Earners & Clerical Workers	267.077	0.0	1.9

U.S. City Average

1. All Urban Consumers	249.554	0.2	2.4
2. Urban Wage Earners & Clerical Workers	243.463	0.2	2.4

COST OF LIVING UPDATE

ALL CITIES

NY - NORTHEASTERN NEW JERSEY

Month	Revised Wage Earner Index	%	All Urban Consumers Index	%	Revised Wage Earner Index	%	All Urban Consumers Index	%
Jan-16	231.1	1.2	236.9	1.4	255.0	0.7	260.3	0.8
Feb-16	231.0	0.7	237.1	1.0	255.2	0.5	260.9	0.6
Mar-16	232.2	0.5	238.1	0.9	256.0	0.7	261.5	0.7
Apr-16	233.4	0.8	239.3	1.1	257.3	1.0	262.6	1.0
May-16	234.4	0.7	240.2	1.0	257.7	0.7	263.3	0.9
Jun-16	235.3	0.6	241.0	1.0	258.4	0.8	264.0	1.0
Jul-16	234.8	0.4	240.6	0.8	258.2	0.8	263.9	1.0
Aug-16	234.9*	0.7*	240.9*	1.1*	258.4*	0.9*	264.2*	1.1*
Sep-16	235.5	1.2	241.4	1.5	259.1	1.0	264.6	1.0
Oct-16	235.7	1.4	241.7	1.6	259.0	1.2	264.7	1.2
Nov-16	235.2	1.5	241.4	1.7	259.3	1.6	265.2	1.6
Dec-16	235.4	2.0	241.4	2.1	259.8	2.1	265.4	2.1
Jan-17	236.9	2.5	242.8	2.5	261.4	2.5	266.9	2.5
Feb-17	237.5	2.8	243.6	2.7	262.1	2.7	267.7	2.6
Mar-17	237.7	2.3	243.8	2.4	262.2	2.4	267.6	2.3
Apr-17	238.4	2.1	244.5	2.2	262.5	2.0	267.9	2.0
May-17	238.6	1.8	244.7	1.9	262.8	2.0	268.2	1.8
Jun-17	238.8	1.5	244.9	1.6	263.2	1.9	268.7	1.8
Jul-17	238.6	1.6	244.8	1.7	262.6	1.7	268.1	1.6
Aug-17	239.4	1.9	245.5	1.9	263.5	2.0	268.7	1.7
Sep-17	240.9	2.3	246.8	2.2	265.3	2.4	270.1	2.1
Oct-17	240.6	2.1	246.7	2.0	264.6	2.2	269.6	1.8
Nov-17	240.7	2.3	246.7	2.2	264.2	1.9	269.4	1.6
Dec-17	240.5	2.2	246.5	2.1	264.4	1.8	269.6	1.4
Jan-18	241.9	2.1	247.9	2.1	265.7	1.6	270.8	1.4
Feb-18	243.0	2.3	249.0	2.2	267.2	1.9	272.2	1.7
Mar-18	243.5	2.4	249.6	2.4	267.1	1.9	272.2	1.7
Apr-18								
May-18								
Jun-18								
Jul-18								
Aug-18								
Sep-18								
Oct-18								
Nov-18								
Dec-18								

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Inquiries regarding the District’s non-discrimination policies should be directed to:

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