



THE ADVOCATE

CAYUGA-ONONDAGA BOCES
OFFICE OF PERSONNEL RELATIONS
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*Providing comprehensive
employment and personnel
relations services to local
school districts for over
39 years.*

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The Cayuga-Onondaga BOCES Office of Personnel Relations is pleased to announce the recent appointment of **QUINN MARIE MORRIS** as Labor Relations Specialist for the BOCES.

Quinn, a Canandaigua native, graduated from Ithaca College in 2004 with a bachelor's degree in Business Administration. Following undergraduate school, Quinn attended Albany Law School, graduating in 2007. During law school she interned with various New York State agencies in Albany, NY. Following law school, Quinn worked as Assistant Counsel II for the New York State Legislative Bill Drafting Commission, where she drafted legislation for the State Senate, Assembly and Executive Branch. She left the Capitol building to become a Governmental Relations Representative at the New York State School Boards Association, where she became familiar with and lobbied to improve many of the issues and concerns facing public education and school districts. Most recently, she was employed as the Assistant State Director of the National Federation of Independent Business (NFIB), where she advocated on behalf of 10,000 small businesses across the state. Quinn is thrilled to be back living and working in the region of the state where she grew up and to being close to her family. She very much looks forward to meeting and working with all of you in the near future.

Early Retirement Incentives and The Age Discrimination in Employment Act (ADEA)

Early retirement incentive plans (ERIs) have become a valuable tool that can be used to reduce costs for Districts, while at the same time, providing their employees with an additional monetary inducement to make their transitions into retirement more comfortable. An ERI typically operates by offering veteran employees some sort of financial incentive in exchange for their agreement to leave the workforce earlier than they had planned.

In this sense the term "early" does not mean that the benefiting employees would leave the workforce prior to meeting the eligibility standards as set by the New York State Retirement System. "Early" simply means that the employees would be incentivized to leave before they may otherwise have planned. Due to the fact that it is often older employees who accept the incentive, and usually those employees are the highly compensated individuals in the workforce, employers often save more with an ERI than they would with an involuntary reduction-in-force. This also helps to maintain positive labor relations during tough economic times when the alternative is to lay off part of the workforce.

The dilemma arises when such ERI plans violate the Age Discrimination in Employment Act of 1967 (ADEA), as amended by the Older Workers' Benefit Protection Act of 1990 (OWBPA). 29 U.S.C. §§ 621-634 (1994); Pub. L. No. 101-433, § 103, 104 Stat. 978 (1990). A closer look at the treatment of ERIs under the ADEA and OWBPA reveals the tensions that exist between the desire to protect employment of workers age forty or over, while at the same time allowing employers to offer incentives that encourage those same employees to retire earlier than they otherwise may have.

The ADEA protects individuals who are forty years of age or older from employment discrimination based on age. 29 U.S.C. § 621(b). Section 4(a) (1) of the ADEA forbids arbitrary discrimination by employers against employees based on age. 29 U.S.C. § 623(a)(1). Congress made clear that

it recognized that providing benefits to older employees could prove costly enough to result in employers not hiring older employees. Thus employers were not required to provide identical benefits to older and younger employees, so long as the differing benefit plans were not a “subterfuge to evade the purposes” of the ADEA. Pub. L. No. 90-202, § 4(f)(2), 81 Stat. 602 (1967). In 1978, Congress amended the ADEA to require that employee benefit plans be voluntary. Pub. L. No. 95-256, § 2(a), 92 Stat. 189 (1978).

In 1989, the *Public Employees Retirement System v. Betts* case was decided by the United States Supreme Court. 492 U.S. 158 (1989). *Betts* was a landmark decision in which the Court upheld a benefits plan that denied disability retirement benefits to employees who became disabled after age sixty. In doing so, the Court stated that the employer need not demonstrate a legitimate cost justification for age-based reductions in benefits under ERI plans. In order for an employee to succeed on such a claim, s/he would have to show that the employer intended to discriminate. Congress clearly and strongly disagreed with the Supreme Court’s interpretation of the ADEA’s application to employee benefit plans and ERI plans and thus passed the Older Workers’ Benefit Protection Act of 1990 to overturn the *Betts* decision.

In passing the Older Workers’ Benefit Protection Act, Congress resolved the issue of the ADEA’s coverage of employee benefits and ERIs. As added by the OWBPA, § 4(f)(2)(B)(ii) of the ADEA states: “It shall not be unlawful for an employer . . . to observe the terms of a bona fide employee benefit plan - - that is a voluntary early retirement incentive plan consistent with the relevant purpose or purposes of this chapter.” 29 U.S.C. § 623(f)(2)(B)(ii). Notably, in enacting the OWBPA, Congress clarified that the ADEA does not require that employers provide the exact same benefits under ERI plans for employees of different ages or incur the same costs for all employees; rather, the ERI plan need only be voluntary and consistent with the relevant purposes of the ADEA.

As such, to fall under this “safe harbor” provision of the ADEA as amended by the OWBPA, an employee benefit plan that otherwise discriminates on the basis of age may still be valid if (1) it adheres to the “equal benefit or equal cost” principal, under which an employer expends equal amounts on both older and younger workers, or

(2) it is a voluntary ERI under which the employer need not expend an equal amount as long as the plan is voluntary and consistent with the ADEA’s goals of protecting workers from arbitrary age discrimination. 29 U.S.C. § 623(f)(2)(B).

In the case of *Auerbach v. Board of Education*, 136 F.3d 104 (2d Cir. 1998), the Harborfields Central School District provided an ERI pursuant to a collective bargaining agreement, which took the form of a lump sum cash payment plus a payment for a teacher’s accumulated sick leave. The teacher had to be age fifty-five, have twenty years of credited service in the New York State Teacher’s Retirement System (NYSTRS), ten of which had to be at Harborfields, and had to retire at age fifty-five in order to be eligible.

Plaintiffs brought suit, alleging that the ERI violated the ADEA because plaintiffs who did not retire in their first year of eligibility under the plan were denied benefits. The district court dismissed the plaintiffs’ claims on the grounds that the complaint failed to state a claim on which relief could be granted. The court held that the incentive payments were not based on age, but on seniority, and thus concluded that the plaintiffs had failed to establish a prima facie case. The district court further held that even if the plaintiffs had established a prima facie case, the plan was valid as a matter of law under the OWBPA’s exception for early retirement incentives.

The Second Circuit reversed the district court’s first finding, stating that the burden to make out a prima facie case for age discrimination is de minimis. The plaintiffs met this burden by showing that because they did not retire when they first became eligible, at age fifty-five, they were precluded from receiving the ERI, yet an individual under age fifty-five would have a future opportunity to receive the ERI. Thus, the court reasoned, age is a trigger for the denial of the benefit. However, the Second Circuit affirmed the district court’s finding that the ERI was lawful under the OWBPA’s defense for early retirement incentives for two reasons. First, the court held it was the type of plan offering a window of opportunity for retirement endorsed by Congress in the legislative history of the OWBPA. Secondly, the ERI did not arbitrarily discriminate. The plan did not reduce benefits to older participants, which would act to encourage premature departure from employment by

older employees. Instead, the ERI offered the same incentive to all employees at age fifty-five, regardless of when they actually choose to retire.

In *Abrahamson v. Board of Education*, 374 F.3d 66 (2d Cir. 2004), teachers were offered a retirement incentive through a collective bargaining agreement that was in effect. This ERI applied to teachers who had fifteen years of District service, had twenty years of service in the NYSTRS, and were eligible for retirement pursuant to the rules and regulations of the NYSTRS. Teachers who met these criteria and elected to retire in their first year of eligibility were given an incentive of \$20,000.

Trouble began when a second option was later added to the collective bargaining agreement, which allowed for teachers who met the same criteria as necessary to receive the first option to continue working and receive \$7,000 per year for three years with no requirement to retire. Teachers who became eligible when only the first option was offered and chose to continue employment were never offered option two and thereafter brought suit claiming that option two discriminated against them on the basis of age in violation of the ADEA. The district court granted summary judgment for the teachers on both their ADEA and New York Human Rights Law claims. Based on the court's understanding that New York Human Rights Law statute mirrors the requirements of the ADEA, violation of one necessarily implies violation of the other. The court issued an injunction ordering that the collective bargaining agreement be brought into compliance with the ADEA, which could be done by removing option two.

On appeal, the defendant-appellants, argued that option two was strictly based on years of service and not age. The Second Circuit disagreed, noting that the requirements of the NYSTRS state that teachers must reach a minimum age of fifty-five to retire under Tiers II and III and under some options of Tier I. The court further held that the plan is not subject to the safe harbor provision of the ADEA as provided by the OWBPA due to the fact that option two was not actually an ERI. The court reasoned that option two "provides no real incentive to retire because it does not make retirement a relatively more attractive financial option than continuing to teach." The incentive instead provided teachers with an additional motivation to continue working and

receive an extra \$7,000 for three years. The court affirmed the district court's judgment requiring the District and Union to bring the collective bargaining agreement into compliance with the ADEA.

O'Brien v. Board of Education, 127 F.Supp.2d 342 (E.D.N.Y. 2001), presented the question of whether an ERI negotiated into a collective bargaining agreement, which provides for payment based on sick leave accumulation, violated the ADEA because such payments are reduced as the employee ages. The district court denied the defendant's motion to dismiss, stating that the plan was inconsistent with the purposes of the ADEA due to the fact that it reduced retirement benefits during the plan's open window period. The court reasoned that the plan arbitrarily discriminated based on age. The court went on to state that this plan, unlike the "window" benefit plan in question in *Auerbach*, provided benefits that drop each year the "window" remains "open."

Since the passage of the OWBPA in 1990, several ERIs have faced claims of violating the ADEA. Case law suggests that courts are very narrowly construing the safe harbor defense provided under the OWBPA when a prima facie case of age-based discrimination has been made. As such, school districts should be especially careful when crafting ERI provisions in collective bargaining agreements. If the incentive is not voluntary and/or arbitrarily discriminates based on age, the district should expect to face an ADEA claim.

ERIs can be designed to be nondiscriminatory and to meet employer's goals. The key is to avoid the stereotypical assumption that individuals over a certain age require no incentive payment because they are likely to retire soon anyway. Also, ERIs should be offered on an equal basis for a limited window of opportunity. This "window" should be age neutral. For example, it could be open for a definite duration of a couple months or a year. ERIs negotiated into collective bargaining agreements often cause issues because they are viewed as entitlements and permanent features the contract. This can be rectified in collective bargaining agreements by negotiating ERIs which sunset after a certain date.

RECENT AREA TEACHER CONTRACT SETTLEMENTS (shaded areas = contract term)

CAYUGA-ONONDAGA BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
BOCES	6-08	4.50	4.50	open					4.50
Auburn	6-12	3.45	3.00	3.00	0.00	2.25	2.25		2.33
Cato-Meridian	11-12	3.80	3.80	3.80	2.00	2.00	2.00		2.90
Jordan-Elbridge *	1-12	3.85	3.90	0.50	2.01	2.18			2.49
Moravia	2-10	4.00	4.00	2.00	2.00				3.00
Port Byron	12-12	4.25	3.70	2.00	2.00	2.00	2.00		2.66
Skaneateles		3.75	3.75	1.50	1.50	1.50			2.40
So. Cayuga **	4-10	4.00	2.00	2.00					2.67
Union Springs	1-11	4.25	4.25	2.00	2.00				3.13
Weedsport	6-11	4.35	4.50	0.00	2.00				2.71
	Average	4.02	3.74	1.87	1.69	1.99	2.08		

* Jordan-Elbridge figures for 2012-13 and 2013-14 are calculated at step + 55% of average of Feb CPI figures

** So Cayuga 2009-11 contract renegotiated. 2.0% of 2009-10's 4.0% rate was paid in 2011-12

BROOME-TIOGA BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
Chenango Vall.	4-11	4.10	2.50	2.75	2.75	2.75			2.97
Deposit	1-08	4.25	open						4.25
Maine-Endwell	5-08	4.50	4.50	4.50	4.50				4.50
Owego-Apal.	6-10	4.35	2.95	2.95	2.95	re-open	re-open		3.30
Union-Endicott	11-10	4.00	\$2,253 cash	2.70	2.70	2.70	2.70		2.96
Whitney Point	10-09	3.00	3.30	3.50					3.27
	Average	4.03	3.58	3.28	3.23	2.73	2.70		

GENESEEE VALLEY BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
Geneseo	6-12	4.20	4.20	2.00	2.00	2.00			2.88

GREATER SO. TIER BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
Hornell	1-12	4.40	4.00	2.20					3.53

OSWEGO BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
Hannibal	9-09	3.50	3.50	0.00					2.33
Oswego	3-11	4.00	4.00	0.00					2.67
	Average	3.75	3.75	0.00					

TOMPKINS-SENECA-TIOGA BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
BOCES		4.00	4.00	4.00					4.00
Candor	4-09	3.00	3.00						3.00
Dryden	7-12	4.20	2.60	2.60	3.00	3.00			3.08

RECENT AREA TEACHER CONTRACT SETTLEMENTS (shaded areas = contract term)

TOMPKINS-SENECA-TIOGA BOCES continued

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
George Jr. Rep.	9-08	3.26							3.26
Groton	2-09	7.50	3.00	3.00					4.50
Ithaca	6-11	2.20	2.00	2.00	2.00	2.00	2.00		2.03
Lansing	9-12	3.40	3.50	3.50	2.70	2.70	3.00	3.00	3.11
Newfield	8-12	3.50	2.50	2.00	2.00	3.00			2.60
South Seneca	6-12	4.00	4.00	1.50	1.50				2.75
Trumansburg	4-08	4.00	4.20	open					4.10
	Average	3.91	3.20	2.66	2.24	2.68	2.50	3.00	

WAYNE - FINGER LAKES BOCES

	Date Settled	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	AVG.
BOCES **	9-11	3.00	2.50	1.90	1.90				2.33
Bloomfield		3.90	3.85	3.60	3.35				3.68
Canandaigua		4.20	4.10	3.85					4.05
Clyde-Savan.	6-12	5.00	5.00	5.00	2.25	2.25	2.25		3.63
Dundee	1-12	4.00	4.00	2.60	2.50	2.50			3.12
Gananda		4.00	2.75	2.75					3.17
Geneva	6-12	4.58	4.22	4.15	2.00	2.00			3.39
Gorham-M'sex	6-11	3.50	3.50	2.25	2.25	2.50			2.80
Honeoye	2-12	4.00	2.60	2.50	2.50				2.90
Lyons	6-10	4.25	4.66	3.37	3.88				4.04
Man-S'ville	5-11	4.00	4.00	1.80					3.27
Marion		4.50	3.50	2.80	2.00	2.00			2.96
Naples	9-11	4.00	4.00	2.25	2.25	2.25			2.95
Newark	9-11	4.00	2.50	2.50	1.25				2.56
N Rose-Wolcott	4-12	4.32	4.27	1.00	2.47	1.90			2.79
Pal-Mac ***	6-09	3.20	3.90	3.90	2.48	3.90			3.48
Penn Yan	6-11	4.00	4.00	2.29	2.29				3.15
Phelps-CI Spr.	9-10	4.00	2.89	2.89	2.89				3.17
Red Creek	12-10	4.50	4.50	2.75	2.75				3.63
Romulus ****	10-10	3.33	3.33	3.50	3.50				3.42
Seneca Falls	7-10	3.67	3.91	3.50	3.50				3.65
Sodus		4.15	3.80						3.98
Victor		4.30	4.30	4.00					4.20
Waterloo	6-08	4.05	3.89	3.72					3.89
Wayne	11-12	4.25	4.00	3.00	2.00	3.00	2.00		3.04
Williamson	2-10	4.00	3.00	3.00					3.33
	Average	4.03	3.73	2.99	2.53	2.48	2.13		

** BOCES settlement also included a 3.10% for 2008-09

*** Pal-Mac re-opened and settled at 2.48% for 2012-13 and will take original 3.90% in 2013-14 instead

**** Romulus figures for 2009-10 and 2010-11 are approximate

DATA COLLECTED BY THE CAYUGA-ONONDAGA BOCES OFFICE OF PERSONNEL RELATIONS

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	9.1%	9.2%	8.7%	8.1%	8.6%	9.1%	9.1%	8.8%	8.2%	8.3%	7.9%		
2011	8.9%	8.6%	8.2%	7.7%	7.8%	8.1%	8.3%	8.1%	8.2%	8.0%	7.9%	8.0%	8.2%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	9.4%	9.4%	8.7%	8.1%	8.5%	9.0%	8.9%	8.6%	8.4%	8.2%	7.9%		
2011	9.3%	9.0%	8.5%	7.8%	7.8%	8.2%	8.2%	7.8%	8.1%	7.7%	7.8%	8.2%	8.2%

Auburn, NY Micropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	9.2%	9.3%	8.6%	7.9%	8.1%	8.4%	8.3%	7.9%	7.5%	7.6%	7.5%		
2011	9.1%	9.0%	8.5%	7.5%	7.3%	7.5%	7.5%	7.1%	7.2%	7.1%	7.3%	7.8%	7.7%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	9.2%	9.3%	8.6%	7.9%	8.1%	8.4%	8.3%	7.9%	7.5%	7.6%	7.5%		
2011	9.1%	9.0%	8.5%	7.5%	7.3%	7.5%	7.5%	7.1%	7.2%	7.1%	7.3%	7.8%	7.7%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	9.7%	9.4%	8.7%	8.2%	8.6%	9.2%	9.3%	9.0%	8.5%	8.4%	8.1%		
2011	9.7%	9.2%	8.8%	8.3%	8.0%	8.5%	8.5%	8.0%	8.2%	7.9%	8.0%	8.4%	8.5%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	6.9%	6.5%	5.9%	5.7%	6.3%	7.2%	7.0%	6.7%	5.7%	5.8%	5.4%		
2011	6.4%	5.8%	5.3%	5.3%	5.4%	6.5%	6.7%	6.2%	5.9%	5.6%	5.5%	5.6%	5.8%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	9.1%	9.1%	8.5%	7.5%	7.9%	8.1%	7.7%	7.4%	7.1%	7.2%	7.1%		
2011	9.2%	9.0%	8.5%	7.6%	7.3%	7.4%	7.1%	6.8%	6.9%	6.6%	6.8%	7.6%	7.6%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2012	8.5%	8.6%	8.0%	7.7%	8.0%	8.4%	8.5%	8.3%	7.9%	7.7%	7.4%		
2011	8.6%	8.4%	7.9%	7.3%	7.3%	7.7%	7.8%	7.5%	7.6%	7.2%	7.2%	7.5%	7.7%

*Source: New York State Department of Labor
Labor Statistics
www.labor.state.ny.us*

CONSUMER PRICE INDEX

December 2012

	INDEX 1982-84 BASE YEAR=100	% INCREASE FROM 2011	% INCREASE FROM PRIOR MONTH
NY-Northeastern New Jersey Area			
1. All Urban Consumers	253.555	2.1	-0.3
2. Urban Wage Earners & Clerical Workers	249.535	2.0	-0.4
U.S. City Average			
1. All Urban Consumers	229.601	1.7	-0.3
2. Urban Wage Earners & Clerical Workers	225.889	1.7	-0.3

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-10	212.6	3.3	216.7	2.6	234.1	2.9	239.0	2.4
Feb-10	212.5	2.8	216.7	2.1	234.2	2.4	238.9	1.8
Mar-10	213.5	3.0	217.6	2.3	235.2	2.7	240.1	2.1
Apr-10	214.0	2.9	218.0	2.2	235.8	2.7	240.5	2.1
May-10	214.1	2.6	218.2	2.0	236.1	2.5	241.1	2.2
Jun-10	213.8	1.4	218.0	1.1	235.9	1.7	240.8	1.5
Jul-10	213.9	1.6	218.0	1.2	236.3	1.8	241.1	1.5
Aug-10	214.2	1.4	218.3	1.1	236.8	1.7	241.6	1.4
Sep-10	214.3	1.4	218.4	1.1	236.7	1.4	241.5	1.2
Oct-10	214.6	1.5	218.7	1.2	237.5	1.9	242.0	1.5
Nov-10	214.8	1.3	218.8	1.1	237.6	1.6	242.0	1.3
Dec-10	215.3	1.7	219.2	1.5	237.6	1.8	241.9	1.4
Jan-11	216.4	1.8	220.2	1.6	238.4	1.8	242.6	1.5
Feb-11	217.5	2.3	221.3	2.1	239.8	2.4	243.8	2.1
Mar-11	220.0	3.0	223.5	2.7	241.7	2.7	245.6	2.3
Apr-11	221.7	3.6	224.9	3.2	242.7	2.9	246.5	2.5
May-11	223.0	4.1	226.0	3.6	244.3	3.5	248.1	2.9
Jun-11	222.5	4.1	225.7	3.6	244.6	3.7	248.5	3.2
Jul-11	222.7	4.1	225.9	3.6	245.3	3.8	249.2	3.3
Aug-11	223.3	4.3	226.5	3.8	246.0	3.9	250.1	3.5
Sep-11	223.7	4.4	226.9	3.9	246.9	4.3	250.6	3.8
Oct-11	223.0	3.9	226.4	3.5	246.3	3.7	250.1	3.3
Nov-11	222.8	3.8	226.2	3.4	245.5	3.3	249.3	3.0
Dec-11	222.2	3.2	225.7	3.0	244.6	3.0	248.3	2.7
Jan-12	223.2	3.1	226.7	2.9	245.5	3.0	249.3	2.8
Feb-12	224.3	3.1	227.7	2.9	246.5	2.8	250.3	2.6
Mar-12	226.3	2.9	229.4	2.7	248.2	2.7	245.1	2.5
Apr-12	227.0	2.4	230.1	2.3	248.7	2.5	245.9	2.3
May-12	226.6	1.6	229.8	1.7	249.0	1.9	252.7	1.8
Jun-12	226.0	1.6	229.5	1.7	248.5	1.6	252.4	1.6
Jul-12	225.6	1.3	229.1	1.4	248.2	1.2	252.0	1.1
Aug-12	227.1	1.7	230.4	1.7	249.7	1.5	253.5	1.4
Sep-12	228.2	2.0	231.4	2.0	251.0	1.7	254.6	1.6
Oct-12	228.0	2.2	231.3	2.2	250.5	1.7	254.3	1.7
Nov-12	226.6	1.7	230.2	1.8	250.6	2.1	254.3	2.0
Dec-12	225.9	1.7	229.6	1.7	249.5	2.0	253.6	2.1

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