



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
40 years.

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SENDING LETTERS OF REASONABLE ASSURANCE

In 1944, the New York State Legislature enacted what is now known as the Unemployment Insurance Law as an economic insurance buffer for workers who lost their jobs as a result of a layoff. The statute provided that a laid off employee who lost his or her job through no fault of his or her own would receive an income for a limited period of time to assist in the transitional period between jobs.

Today the law has been liberalized to the extent that employees who are suspended or even discharged for just cause may still be eligible for this insurance benefit. For example, a teacher in one school district was suspended for a two-year period after being judged incompetent by a tenure hearing panel. The teacher applied for and was ultimately granted unemployment insurance because the suspension for incompetency was not sufficient grounds to preclude the instructor from receiving the unemployment insurance benefit. The decision of the Unemployment Insurance Appeal Board, which reversed the decision of the administrative law judge, suggested that had the tenure hearing panel issued a suspension for misconduct, the teacher would not have been eligible for unemployment insurance.

There are steps school districts can take to guard against paying employees during summer vacation. As the end of the academic school year approaches, the Cayuga-Onondaga BOCES Office of Personnel Relations reminds Superintendents of the need to notify district employees of an intent to continue their employment for the following school year. Should you not do so, they may be eligible for unemployment insurance during the summer vacation period.

Attached you will find sample letters for a regular classroom teacher, a substitute teacher, and a non-instructional employee which currently meet the requirements of the Unemployment Insurance Appeals

Board and recent court decisions. Care should be exercised in the use of these documents, and particular attention should be given about oral statements made by subordinate administrators. Suggestions to an employee that he/she will not be returning next year or that someone should look for alternate work may undo the notices and result in an entitlement to unemployment insurance compensation.

We also recommend that each Superintendent be directed by a resolution of the Board of Education to initiate and forward these letters to each employee.

NOTE: Do not send a reasonable assurance letter to any employee who will be laid off.

SAMPLE TEACHER LETTER

Date

Dear (Teacher):

Please be advised that the (School District) with this letter is providing you with reasonable assurance that you will perform services for the (School District) in the capacity of (blank) for the school year 2017-2018, beginning on July 1, 2017 and ending on June 30, 2018. **It is expected that you will be receiving substantially the same economic terms and conditions of employment in the upcoming school year, with your expected earnings to be no less than 90% of what you earned for the 2016-2017 school year.**

This assurance will also continue for periods of employment immediately before and after any vacation and/or holiday term during the school year 2017-2018. Attached please find a copy of the 2017-2018 school calendar.

Please notify this office by June 30, 2017, should you be unable to accept this employment for the 2017-2018 school year.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94-566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State. Therefore, and as noted above, you are presumed to have a reasonable assurance that you will perform services with the

(School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer
_____ School District

I, _____, have read the above and understand its contents and intend, or do not intend (circle one and return to the School District) to return to the (School District) as a regular classroom teacher.

Employee's Signature
Regular Classroom Teacher

SAMPLE NON-INSTRUCTIONAL LETTER

Date

Dear (Non-Instructional Employee):

Please be advised that the (School District) with this letter is providing you with reasonable assurance that you will perform services for the (School District) in the capacity of (blank) for the school year 2017-2018, beginning on July 1, 2017 and ending on June 30, 2018. **It is expected that you will be receiving substantially the same economic terms and conditions of employment in the upcoming school year, with your expected earnings to be no less than 90% of what you earned for the 2016-2017 school year.**

This assurance will also continue for periods of employment immediately before and after any vacation and/or holiday term during the school year 2017-2018. Attached please find a copy of the 2017-2018 school calendar.

Please notify this office by June 30, 2017, should you be unable to accept this employment for the 2017-2018 school year.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94-566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide

unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State. Therefore, and as noted above, you are presumed to have a reasonable assurance that you will perform services with the (School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer
_____ School District

I, _____, have read the above and understand its contents and intend, or do not intend (circle one and return to the School District) to return to the (School District) as a non-instructional employee.

Employee's Signature
Non-Instructional Employee

SAMPLE SUBSTITUTE TEACHER LETTER

Date

Dear Employee:

Please be advised that the (School District) with this letter is providing you with reasonable assurance that you will perform services for the (School District) in the capacity of (blank) for the school year 2017-2018, beginning on July 1, 2017 and ending on June 30, 2018. **It is anticipated that the need for substitutes during the 2017-2018 school year will remain. Your name will be maintained in an electronic registry or list that the District used [Recommend: specify the list or registry used] to call subs the previous year and this list will be used in the upcoming year.** As long as your availability for assignments remains the same as it was during the last school year, it is expected that you will be receiving substantially the same economic terms and conditions of employment, **with your expected earnings to be no less than 90% of what you earned for the 2016-2017 school year.**

This assurance will also continue for periods of employment immediately before and after any vacation and/or holiday term during the school year 2017-2018. Attached please find a copy of the 2017-2018 school

calendar.

Please notify this office by June 30, 2017, should you be unable to accept this employment for the 2017-2018 school year.

This reasonable assurance is being transmitted to you for the sole and express purpose of complying with the revisions of the Federal Unemployment Act enacted under Public Law 94-566 and commonly referred to as the Unemployment Insurance Amendments of 1976. These amendments require each state to provide unemployment insurance coverage to local government employees which by companion legislation was enacted in 1977 by New York State. Therefore, and as noted above, you are presumed to have a reasonable assurance that you will perform services with the (School District) and to resume work at the beginning of the ensuing year or term and immediately following vacation periods and/or holiday recesses unless otherwise notified.

Should you have any questions, please feel free to contact the Business Office.

Chief School Officer
_____ School District

I, _____, have read the above and understand its contents and intend, or do not intend (circle one and return to the School District) to return to the (School District) as a regular classroom teacher.

Employee's Signature
Substitute Teacher

PLEASE NOTE - REGARDING SUBSTITUTE TEACHERS:

Although the last sentence has been added to the first paragraph, please note that a substitute teacher may still ultimately be entitled to unemployment insurance if he/she did not receive at least ninety (90%) percent of the income he/she previously earned. As an alternative, the District could state in the letter of reasonable assurance of continuing employment that the substitute teacher will work a specified number of days in the successor school year equal to the days the substitute worked during the previous school year. Once again, however, the substitute might ultimately be entitled to unemployment insurance if he/she did not receive at least ninety (90%) percent of the income he/she previously earned.

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

WHEN IS PAST PRACTICE APPLICABLE?



Each negotiation cycle between a school district and a union frequently produces slight changes to complicated terms and conditions contained within the collective bargaining agreement. Common changes include adjustments to break times or duty times, slight tweaks to job bidding procedures, modifications to schedules for leave accrual or longevity payments, or a myriad of other possibilities.

Even if language in a new contract clearly

changes an existing procedure, a school district may nevertheless forget to implement it. Despite the contractual change, a school district may simply carry on the same way as before, often to the school district's own detriment. Sometimes, the oversight may last years before the school district finally detects it.

In those situations, does a school district's failure to implement a change mean it is stuck with the old way of doing things—despite clear language in the current contract which says the opposite? Fortunately, the law generally says, “no.”

Many school district officials are aware of the term “past practice.” In the context of labor relations, the concept of past practice applies to any long-standing, frequent practice on a term or condition of employment not expressly covered by the collective bargaining agreement. If a school district unilaterally changes an unwritten but long-standing work policy, a union could file an improper practice charge with the Public Employment Relations Board (“PERB”). If PERB finds that a past practice has been established, it may rule that a school district cannot make unilateral changes. Rather, the school district would need to actively bargain with the union before altering the past practice.

Fortunately, the concept of past practice is inapplicable in certain situations. A number of prior PERB decisions establish the rule that a school district may unilaterally change a long-standing policy, schedule, or procedure if the change brings its policy back into compliance with the express terms of the collective bargaining agreement.

The seminal PERB decision on this topic, *Matter of Florida Teachers' Association*, 31 PERB ¶13056, involved a dispute over employee break times. Historically, clerical employees in the school district had been given two 15-minute breaks during the day, in addition to a 30-minute lunch period. During one particular negotiation cycle, new contract language appeared which specifically established a 7.5 hour work day with one 30-minute lunch

period. There was no contractual provision for 15-minute breaks, although employees continued to take them. Nearly a year later, the school district finally informed employees that breaks were no longer permitted. The union filed an improper practice charge, but PERB sided with the school district. PERB held that the collective bargaining agreement between the school district and the union clearly did not permit breaks. It was therefore valid for the school district to unilaterally revert back to the contractual language. No negotiation with the union was necessary before discontinuing breaks.

A similar PERB decision is *Matter of Abbott School Teachers' Association*, 39 PERB ¶4627. That case concerned a school district's historical practice of giving teachers a grace period for late arrival to school in the morning. In 1985, language was added to the collective bargaining agreement affixing the start of the workday at 8:30 a.m., with no exceptions. However, the district continued to permit the grace period for over 20 more years, until it stopped the practice in 2006. The union then filed an improper practice charge. Similar to the *Florida Teacher's Association* case, PERB held that the school district was entitled to unilaterally revert back to the contractual language. Again, no negotiation was required in order to implement the change.

Under those and other well-established PERB decisions, a school district's forgetfulness—no matter how long it goes undetected—does not irrevocably erase a favorable contractual term that the school district bargained to receive.

Note that this principle only applies if the language in the collective bargaining agreement is reasonably clear and unambiguous. If the contractual language is vague, or leaves any doubt that the past practice may be permissible, the school district may not make unilateral changes. But as long as the contractual language is clear, school districts do have the right to unilaterally correct accidental failures to implement contractual changes.

RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	AVG.
BOCES	4.50	1.50	1.75	2.25	2.25	2.25	2.50					2.43
Auburn	3.00	3.00	0.00	2.25	2.25	2.60	2.60	2.60				2.29
Cato-Meridian	3.80	3.80	2.00	2.00	2.00	2.70	2.60	2.50				2.68
Jordan-Elbridge	3.90	0.50	2.01	2.18	2.50	2.50	2.50					2.30
Moravia	4.00	2.00	2.00	0.00	2.50	2.50	2.50	2.90	2.85	2.80		2.41
Port Byron	3.70	2.00	2.00	2.00	2.00	2.50	2.60	2.70	2.60			2.46
Skaneateles	3.75	1.50	1.50	1.50	2.50	2.60	2.75					2.30
So. Cayuga	2.00	2.00	2.00	2.00	2.25	2.25	2.75	2.75	2.75			2.31
Union Springs	4.25	2.00	2.00	2.00	2.00	2.50	2.50					2.46
Weedsport	4.50	0.00	2.00	2.00	2.00	2.50	2.50					2.21
	3.74	1.83	1.73	1.82	2.23	2.49	2.58	2.69	2.73	2.80		
BROOME-TIOGA BOCES												
Chenango Vall.	2.50	2.75	2.75	2.75	2.75	2.75	2.75	2.75				2.72
Deposit	2.50	2.50	2.00	2.50	2.50	3.00	3.00	3.00	2.99			2.67
Maine-Endwell	4.50	4.50	4.50	2.60	2.80	2.95						3.64
Owego-Apal.	2.95	2.95	2.95	2.00	2.00	2.95	2.85	2.75				2.68
Union-Endicott	\$2,253	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	3.30	3.50	0.00	2.20	2.20	2.50	2.60	2.70				2.38
	3.15	3.15	2.48	2.48	2.56	2.81	2.84	2.82	2.99			
GENESEE VALLEY BOCES												
Geneseo	4.20	4.20	2.00	2.00	2.00	3.00	3.00					2.70
OSWEGO BOCES												
Hannibal	3.50	0.00	1.75	1.75	2.20	2.20	2.20					1.94
Oswego	4.00	0.00	1.75	2.00	2.00	2.00	0.00					1.68
	3.75	0.00	1.75	1.88	2.10	2.10	1.10					
TOMPKINS-SENECA-TIOGA BOCES												
BOCES	4.00	4.00										4.00
Candor	3.00		2.00	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500					2.33
Dryden	2.60	2.60	3.00	3.00	3.00	3.00	3.05					2.89
Groton	3.50	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	2.00	4.50	\$1,930	3.00			2.44
Lansing	3.50	3.50	2.70	2.70	3.00	3.00	3.25	3.50	3.50	3.25		3.19
Newfield	2.50	2.00	2.00	3.00	3.50	2.75	2.50					2.61
South Seneca	4.00	1.50	1.50	2.45	2.45	1.45						2.23
Trumansburg	4.20	2.70	2.70	3.00	3.00							3.12
	3.26	2.73	2.43	2.58	2.79	2.48	3.20	4.75	4.17	4.13		

RECENT AREA TEACHER CONTRACT SETTLEMENTS

WAYNE - FINGER LAKES BOCES

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	AVG.
BOCES	2.50	1.90	1.90	2.50	2.45	2.45						2.28
Bloomfield	3.85	3.60	3.35	1.98	2.00	2.00						2.80
Canandaigua	4.10	3.85	2.00	2.69	2.65	2.57						2.98
Clyde-Savannah	5.00	5.00	2.25	2.25	2.25	2.25	3.50	3.25	3.25			3.22
Dundee	4.00	2.60	2.50	2.50	3.00	3.30	3.40					3.04
Gananda	2.75	2.75	2.60	2.60	2.75	3.00	3.00	3.20				2.83
Geneva	4.22	4.15	2.00	2.00	2.00	3.00	3.50	3.50	2.50			2.99
Gorham-Middlesex	3.50	2.25	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00		2.75
Honeoye	2.60	2.50	2.50	2.50	2.75	2.75	2.90					2.64
Lyons	4.66	3.37	3.88	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200			3.97
Manchester-Shortsville	4.00	1.80	2.00	2.00	2.00	2.50	3.00	2.50	2.50	2.50		2.48
Marion	3.50	2.80	2.00	2.00	2.40	2.25						2.49
Naples	4.00	2.25	2.25	2.25	2.25	2.50	2.50	2.60				2.58
Newark	2.50	2.50	1.25	2.50	2.50	3.00	3.00	3.00				2.53
N Rose-Wolcott	4.27	1.00	2.47	1.90	2.00	2.30						2.32
Palmyra-Macedon	3.90	3.90	2.48	3.90	2.50	1.75 + \$500	2.75	2.75				3.17
Penn Yan	4.00	2.29	2.29	1.90	2.00	2.00						2.41
Phelps-CI Springs	2.89	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00		2.67
Red Creek	4.50	2.75	2.75	2.50	2.40	2.40	4.00	3.25	3.00	2.50		3.01
Romulus	3.33	3.50	3.50	1.50	1.50	5.00	3.00	3.00	3.00			3.04
Seneca Falls	3.91	3.50	3.45	2.00	2.00	3.00	2.75	2.50	2.00			2.79
Sodus	3.80	3.80	2.00	2.00	2.20	3.00	3.00	3.30	3.30			2.93
						* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members						
Victor	4.30	4.00	2.00	2.50	2.50	3.10	3.10	3.10				3.08
Waterloo	3.89	3.72	2.00	1.50	1.75	1.95	3.00	3.00				2.60
Wayne	4.00	3.00	2.00	3.00	2.00	3.50	4.00	2.50				3.00
Williamson	3.00	3.00	2.00	2.25	2.50	2.50	2.60	2.50				2.54
	3.73	3.03	2.41	2.29	2.27	2.70	3.11	2.94	2.84	2.75		

denotes Current Contract
denotes Previous Contract

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Avg.
BOCES												
Aides (CSEA)	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.44
Tchr. Ass't	3.00	2.00	2.00	2.00								2.25
Non-Instructional	4.50	2.00	2.00	2.00	2.00	2.50	2.50					2.50
Auburn												
Aides/Clerical (NYSUT)	3.35	3.35	3.00	1.00	2.00	2.00	2.60	2.60	2.60			2.50
Bus Drivers (CSEA)	3.30	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60			2.42
Cust/Maint. (CSEA)	3.30	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60			2.42
Nurses (SEIU)	3.50	2.00	0.00	2.00								1.88
Cato-Meridian												
Aides/Ass'ts (SEIU)	4.75	4.75	50¢/hr	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr				
Bus Drivers (CSEA)	3.30	2.00	2.00	2.00	2.00	2.00	2.00					2.19
Cust./Maint. (CSEA)	3.30	2.00	2.00	2.00	2.00	2.00	2.00					2.19
Jordan-Elbridge												
Aides/Clerical(SEIU)	3.00	3.00	3.00	3.00	3.00	2.50	2.50	2.50				2.83
Bus Drivers	3.00	2.00	2.00	2.00								2.25
Cust./Maint (SEIU)	3.00	3.00	3.00	3.00	3.00	2.50	2.50	2.50				2.83
Cafeteria (SEIU)	3.00	3.00	3.00	3.00	3.00	2.50	2.50	2.50				2.83
Transportation				1.00	1.00	1.00						1.00
Moravia												
Aides/Ass't (CSEA)	4.00	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75			2.47
CSEA	4.00	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75			2.47
Port Byron												
Aides (SEIU)	3.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50			2.33
Cust./Maint. (CSEA)	3.00	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50			2.17
Cafeteria (CSEA)	3.00	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50			2.17
Nurse (CSEA)	3.00	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50			2.17
Clerical (SEIU)	3.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50			2.33
Skaneateles												
Aides (CSEA)	3.50	1.50	1.50	1.50	2.50	2.60						2.18
Tchr Ass't (CSEA)	3.50	1.50	1.50	1.50	2.50	2.60						2.18
Cust./Maint (CSEA)	3.50	1.50	1.50	1.50	2.50	2.60						2.18
Nurses (CSEA)	3.50	1.50	1.50	1.50	2.50	2.60						2.18
Clerical (CSEA)	3.50	1.50	1.50	1.50	2.50	2.60						2.18
So. Cayuga												
Aides (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Tchr. Ass't (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Bus Mech (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Cust./Maint (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Cafeteria (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES cont'd												
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Clerical (CSEA)	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr				2.30
Union Springs												
Aides (SEIU)	3.00	3.00	2.00	2.00	2.50	2.50	2.50					2.50
Tchr. Ass'ts (SEIU)	3.00	3.00	2.00	2.00	2.50	2.50	2.50					2.50
Bus Drivers (CSEA)	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.44
Bus Mech (CSEA)	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.44
Cust/Maint. (CSEA)	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.44
Cafeteria (CSEA)	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.44
Nurses (SEIU)	3.00	3.00	2.00	2.00	2.50	2.50	2.50					2.50
Clerical (SEIU)	3.00	3.00	2.00	2.00	2.50	2.50	2.50					2.50
Weedsport												
Aides (CSEA)	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50				2.67
Bus Drivers (CSEA)	4.00	4.00	1.95	1.95	1.95	2.50	*2.50	*2.50				2.73
						*Bus drivers @ % + 30¢						
Bus Mech (CSEA)	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50				2.67
Cust/Maint. (CSEA)	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50				2.67
Nurses, Clerical	4.00	4.00										4.00
C-O BOCES Avg.	3.26	2.55	2.09	1.90	2.27	2.35	2.49	2.54	2.58			
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	3.30	3.30	3.30	2.25	2.50	2.90	3.00	3.00	3.00	3.00		2.96
Deposit												
CSEA	4.00	4.00	2.00	2.00								3.00
Maine-Endwell												
Cust./Maint.	\$0.65	2.00	2.00	2.00	50¢/hr	50¢/hr	50¢/hr					2.00
School Lunch	4.60	4.60										4.60
Supp Staff	4.50	4.50	4.50	2.95	3.00	3.15						3.77
Transp	3.00	3.00	3.00	\$600	\$700	\$800						3.00
Owego-Apalachin												
NYSUT	3.90	4.00	0.00	1.99	1.99	2.50	2.50	2.50				2.42
Union Endicott												
Cafe. Workers	3.90	2.70	2.70	2.70	2.70	2.70	2.70					2.87
Cent Office	2.00	2.70	2.70	2.70	2.70	2.70	2.70					2.60
Comp & Tech	3.90	2.70	2.70	2.70	2.70	2.70	2.70					2.87
Dist Office	3.90	2.70	2.70	2.70	2.70	2.70	2.70					2.87
Maint. Workers	3.90	2.70	2.70	2.70	2.70	2.70	2.70					2.87
School Aides	3.90	2.70	2.70	2.70	2.70	2.70	2.70					2.87
Transp	4.00	2.70	2.70	2.70	2.70	2.70	2.70					2.89

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Avg.
BROOME-TIOGA BOCES cont'd												
Whitney Point												
Aides/Food Serv (NYSUT)	3.30	0.00	2.25	2.25	2.50	2.50	2.50					2.19
B-T BOCES Avg	3.72	2.95	2.57	2.49	2.63	2.72	2.69	2.75	3.00	3.00		
OSWEGO BOCES												
Hannibal												
CSEA	2.00	0.00	1.75	1.75	1.95	2.00	2.50	2.75	3.00			1.97
HEA	3.50	0.00	1.75	1.75	2.20	2.20	2.20	2.25				1.98
Oswego												
CSEA		1.00	2.00	2.00	2.00	2.00	0.00					1.50
Osw. BOCES Avg.	2.75	0.33	1.83	1.83	2.05	2.07	1.57	2.50	3.00			
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Local	4.00											4.00
Candor												
Local	1.90	2.00	2.00									1.97
Dryden												
NYSUT	2.50	2.50	2.20	3.00	2.85	2.66						2.62
Groton												
CSEA	4.00	2.85	2.85	2.50	2.75	2.75	2.25	2.25	2.25			2.72
Ithaca												
Supp Prof.					2.00	3.00	2.00	2.00				2.25
Lansing												
NYSUT	3.90	3.90		90¢/hr	3.50	60¢/hr	3.00					3.58
Newfield												
CSEA	3.50	1.95	2.25	2.50	1.50	2.25	2.25					2.31
South Seneca												
Local	5.00	5.00	1.00	2.00	2.00	2.00	2.60	2.10	2.00			2.63
Trumansburg												
Local	\$0.60	2.00	2.25	2.50	2.50							2.31
T-S-T Avg.	3.54	2.89	2.09	2.50	2.44	2.53	2.42	2.12	2.13			

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Avg.
WAYNE-FINGER LAKES BOCES												
BOCES												
NYSUT	3.50	3.50	3.75	1.90	2.75	2.45	2.45					2.90
Bloomfield												
NEA/NYSUT	3.40	3.40	3.40	1.95	1.85	1.85						2.64
Canandaigua												
Cust./Maint.	3.85	3.00	3.00	3.00	3.00	3.00						3.14
Cler./Aides	3.85			3.00	2.40	2.40						2.91
Food Service	3.00	3.50	4.00	2.25	2.25	3.00	3.00	3.00				3.00
Bus Drivers	3.75	3.75	2.25	2.25	2.25							2.85
Monitors	3.00	3.50	4.00	2.25	2.00	3.47	2.40	2.35				2.87
Clyde-Savannah												
Supp Pers (CSEA)	4.25	4.25	4.00	2.50	2.50	2.50	3.50	3.50	3.50	3.50		3.40
Transp.	4.75	4.50	4.00	2.00	2.00	2.00	3.75	3.60	3.50	3.50		3.36
Dundee												
CSEA	3.10	3.20	2.00	2.00	2.00	2.00	2.50	2.50	2.50			2.42
Gananda												
CSEA	2.50	2.50	1.40	2.80	2.80	2.80						2.47
Geneva												
CSEA	4.00	0.00	2.00	2.00	2.00	3.00	3.00	3.00				2.38
Gorham-Middlesex												
Bus Drivers (NYSUT)	3.70	3.70	1.90	2.25	2.25	2.70	2.70	2.70				2.74
Cust./F Serv (NYSUT)	3.70	3.70	3.75	3.75	2.70	2.70	2.50					3.26
Teacher Aides (NYSUT)	3.75	2.75	2.50	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00	2.79
Honeoye												
NYSUT	2.50	2.50	2.50	2.50	2.75	2.50	3.00	2.95	2.95			2.68
Lyons												
NYSUT	3.00	3.00	3.00	2.50	2.50	2.50	1.80	1.80	1.80			2.43
							+ 54¢/hr	+ 54¢/hr	+ 54¢/hr			
Manchester-S'ville												
CSEA	5.50	1.80	1.00	1.90	1.90	2.50	2.50	2.50				2.45
Marion												
CSEA	3.50	3.50	1.75	1.75	1.75	1.75						2.33

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

WAYNE-FINGER LAKES BOCES cont'd												
	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	Avg.
Naples												
CSEA	3.25	3.50	3.50	2.70	2.70	2.70	2.80	2.90	2.90			2.99
Newark												
Custodians (CSEA)	2.95	2.50	1.25	2.00	2.00	2.40	2.00					2.16
Tchr Aides/Asst (NYSUT)	2.50	2.30	1.50	1.50	2.40	2.00	*2.25	*2.25	1.50			2.02
							* 2016-17 & 2017-18 2.25-3.0% based on years					
N Rose-Wolcott												
NYSUT	3.75	0.00	1.90	1.90	1.90	1.95						1.90
Palmyra-Macedon												
CSEA	3.90	3.90	3.90	2.90	2.90	2.90	2.90					3.33
Penn Yan												
CSEA	3.90	3.90	2.25	2.25	2.25	2.25	2.35	2.35				2.69
Phelps-CI Springs (NYSUT)												
Nurses/Food Serv/ Bus Driv/Maint	4.05	4.05	4.05	2.00	2.00	2.00	3.00	3.00	3.00	3.00		3.02
Aides/Clerical	2.89	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00		2.67
Red Creek												
CSEA	4.50	4.50	2.75	2.00	2.00	* 3.50	2.50	2.50				2.96
						* 2015-16 % based on hire date						
Romulus												
CSEA	4.32	4.00	1.50	1.50	3.00	3.00	3.00					2.90
Seneca Falls												
NEA/NYSUT	3.50	2.00	2.00	2.00	2.00	3.00	2.75	2.50	2.00			2.42
Sodus												
CSEA	3.00	3.00	2.00	2.00	2.00	2.00						2.33
Victor												
CSEA	4.00	1.00	1.00	1.50	2.00	2.00	2.00					1.93
Waterloo												
NEA/NYSUT	4.31	2.00	2.00	1.50	1.75	1.95	3.00	3.00				2.44
Wayne												
CSEA			2.50	2.50	2.70	2.90	2.90	2.70	2.90			2.73
Williamson												
CSEA	5.00	2.70	2.80	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00	2.91
WFL BOCES Avg.	3.68	3.13	2.85	2.27	2.28	2.44	2.73	2.83	2.81	3.10	3.00	

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	4.9%	5.1%											
2016	5.3%	5.3%	5.1%	4.6%	4.3%	4.7%	5.0%	4.9%	4.9%	4.8%	4.5%	4.5%	4.8%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	5.5%	5.7%											
2016	5.6%	5.5%	5.2%	4.7%	4.4%	4.7%	4.9%	4.7%	4.9%	4.6%	4.6%	5.0%	4.9%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	5.9%	6.2%											
2016	6.1%	6.0%	5.8%	5.1%	4.5%	4.5%	4.8%	4.7%	4.7%	4.6%	4.6%	5.1%	5.0%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	6.2%	6.3%											
2016	6.3%	6.1%	5.8%	5.3%	4.8%	5.3%	5.5%	5.1%	5.3%	5.1%	5.0%	5.3%	5.4%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	4.3%	4.4%											
2016	4.6%	4.3%	4.0%	3.9%	3.8%	4.6%	4.5%	4.2%	4.3%	3.9%	3.8%	3.8%	4.1%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	5.5%	5.6%											
2016	5.5%	5.4%	5.2%	4.5%	4.0%	4.3%	4.3%	4.2%	4.4%	4.2%	4.3%	4.8%	4.6%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2017	5.2%	5.4%											
2016	5.2%	5.1%	4.9%	4.5%	4.2%	4.5%	4.8%	4.6%	4.8%	4.5%	4.5%	4.7%	4.7%

*Source: New York State Department of Labor
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 2017

NY-Northeastern New Jersey Area

1. All Urban Consumers	267.662	0.3	2.6
2. Urban Wage Earners & Clerical Workers	262.086	0.3	2.7

U.S. City Average

1. All Urban Consumers	243.603	0.3	2.7
2. Urban Wage Earners & Clerical Workers	237.477	0.3	2.8

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-15	228.3	-0.8	233.7	-0.1	253.2	-0.9	258.4	-0.5
Feb-15	229.4	-0.6	234.7	0.0	254.0	-0.6	259.2	0.1
Mar-15	231.1	-0.6	236.1	-0.1	254.4	-0.6	259.6	-0.1
Apr-15	231.5	-0.8	236.6	-0.2	254.7	-0.5	260.0	0.0
May-15	232.9	-0.6	237.8	0.0	255.9	-0.5	261.1	-0.1
Jun-15	233.8	-0.4	238.6	0.1	256.4	-0.3	261.5	0.1
Jul-15	233.8	-0.3	238.7	0.2	256.1	-0.5	261.2	0.1
Aug-15	233.4	-0.3	238.3	0.2	256.0	-0.3	261.3	0.1
Sep-15	232.7	-0.6	237.9	0.0	256.4	-0.2	261.9	0.3
Oct-15	232.4	-0.4	237.8	0.2	255.9	0.0	261.5	0.4
Nov-15	231.7	0.1	237.3	0.5	255.4	0.3	261.0	0.6
Dec-15	230.8	0.4	236.5	0.7	254.4	0.5	260.6	0.7
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								
Apr-17								
May-17								
Jun-17								
Jul-17								
Aug-17								
Sep-17								
Oct-17								
Nov-17								
Dec-17								

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PAST ISSUES OF “THE ADVOCATE”

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

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