



THE ADVOCATE

Cayuga-Onondaga BOCES
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**VOLUME XXXVII
JULY-AUGUST 2017**

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WELCOME ARIEL MACIULEWICZ TO THE OPR TEAM

If you have called our office recently, you may have noticed a new voice on the phone. We are happy to have Ariel Maciulewicz as our new Administrative Assistant.

Please join us in welcoming Ariel and wishing her the best in her new position!

Calculating Pay Rate for Overtime: Insurance Opt-Out Payments and Longevity



Calculating the regular rate of pay for purposes of establishing an overtime rate may seem simple; however, it can be easy to overlook certain types of remuneration, as the calculation includes more than just an employee’s hourly rate of pay. See 29 U.S.C. §207(e) (“the ‘regular rate’ at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee” (emphasis added)). Many collectively bargained agreements include insurance opt-out payments and longevity awards, and these payments should be taken into account when establishing the regular rate of pay for overtime purposes.

Insurance Opt-Out Payments

There are some types of remuneration that the law excludes from the calculation of the “regular rate” for overtime purposes:

[p]ayments which are not part of the regular rate include pay for expenses incurred on the employer’s behalf, premium payments for overtime work or the true premiums paid for work on Saturdays, Sundays, and holidays, discretionary bonuses, gifts and payments in the nature of gifts on special occasions, and payments for occasional periods when no work is performed due to vacation, holidays, or illness.

<https://www.dol.gov/whd/regs/compliance/whdfs23.pdf>; see also 29 U.S.C. §207(e)(1–8).

The boundaries of what is and what is not included in the calculation of the regular rate for overtime purposes has been litigated in the case *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016). The Supreme Court of the United States recently declined a petition to review this case, thus leaving in place the Ninth Circuit Court of Appeals decision. See *City of San Gabriel v. Flores*, 137 S.Ct. 2117 (2017). In its decision, the Ninth Circuit Court of Appeals found that insurance opt-out payments should be added to an employee’s regular hourly rate for purposes of determining overtime. See *Flores*, 824 F.3d at 897–98.

In *Flores*, the City argued that insurance opt-out payments were excluded from the overtime calculation of the “regular rate” and cited 29 C.F.R. §778.200(a)(2) as its basis for this position. 29 C.F.R. §778.200(a)(2) states:

[p]ayments made for occasional periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause; reasonable payments for traveling expenses, or other expenses, incurred by an employee in the furtherance of his employer’s interests and properly reimbursable by the employer; and other similar payments

to an employee which are not made as compensation for his hours of employment” (emphasis added)

While section 778.200(a)(2) does not specifically exclude opt-out payments from the calculation, it was the City’s position that such payments fall within the catch-all language, “other similar payments to an employee which are not made as compensation for his hours of employment.” It argued that the opt-out payments were not based on the hours actually worked; therefore, it was allowed to exclude those payments.

The Ninth Circuit Court disagreed with the City citing language in 29 C.F.R. §778.224, which provides more information about the catch-all language relied upon by the City. The regulation states in part:

Since a variety of miscellaneous payments are paid by an employer to an employee under peculiar circumstances, it was not considered feasible to attempt to list them. They must, however, be “similar” in character to the payments specifically described in section 7(e)(2) [29 U.S.C. §207(e)(2)]. It is clear that the clause was not intended to permit the exclusion from the regular rate of payments such as bonuses or the furnishing of facilities like board and lodging which, though not directly attributable to any particular hours of work are, nevertheless, clearly understood to be compensation for services. 29 C.F.R. §778.224(a).

The Ninth Circuit found that, “the question of whether a particular payment falls within the ‘other similar payments’ clause does not turn on whether the payment is tied to an hourly wage, but instead turns on whether the payment is a form of compensation for performing work.” *Flores*, 824 F.3d at 899 (emphasis added). The Circuit Court found compelling the examples in the regulation of the types of remuneration that would be exempt under this catch-all language, see 29 C.F.R. §778.224(b); which include payments for rental of a vehicle, loans, wage advances, and conveniences such as parking, restrooms, lockers, on-the-job medical care and recreational facilities. The *Flores* Court

determined that insurance opt-out payments were materially dissimilar to the exclusions noted in the regulation. *Flores*, 824 F.3d at 898–99.

The Ninth Circuit also noted that the exemptions in 29 U.S.C. §207(e)(4) of “contributions irrevocably made by an employer to a trustee or third person pursuant to a bona fide plan for providing old-age, retirement, life, accident, or health insurance or similar benefits for employees” suggests that an insurance opt-out payment directly to an employee is not exempt. It found that, “[i]nclusion of a separate exemption also indicates that Congress did not understand §207(e)(2)’s ‘other similar payments’ clause to already exempt payments related to benefits” *Flores*, 824 F.3d at 900, and that “[b]ecause the City pays the unused benefits directly to its employees and not ‘to a trustee or third person,’ its cash-in-lieu of benefits payments cannot be excluded under §207(e)(4),” *Flores*, 824 F.3d at 901.

While the decision from the Ninth Circuit is only persuasive in New York, the decision of the Supreme Court to not review the decision may suggest that the Court believes that the decision is not inconsistent with the law. Districts should take this into consideration before they decide to not include an insurance opt-out payment in an employee’s regular rate of pay for overtime purposes.

Longevity Awards

The United States Department of Labor, Wage and Hour Division website has a document providing examples and explanations for how to calculate overtime which includes Example #1, for how to calculate non-discretionary bonuses. See <https://www.dol.gov/whd/StateandLocalGovernment/media/OT%20Examples%20final.htm>. While the document does not specifically identify longevity payments, most longevity payments required by a collective bargaining agreement qualify as non-discretionary bonuses, and as such, must be taken into account for overtime.

Referring back to the controlling statute on this matter, 29 U.S.C. §207(e), it excludes payments in recognition of services performed

during a given period if the amount paid is determined at the sole discretion of the employer and not pursuant to any contract or agreement. 29 U.S.C. §207(e)(3). Therefore, longevity awards set pursuant to a collective bargaining agreement would fall outside of the statutory exclusions and must be included in the regular rate of pay for overtime purposes. See also http://www.osc.state.ny.us/payroll/files/information/payrollsystem/files/payserv_manual/online_manual/Content/Earnings%20Manual/Time%20Entry%20Payments/Overtime%20Compensation.htm (“Where an employee has received payment of a Longevity Lump Sum Payment, the payment is considered part of total annual salary for overtime compensation for a one year period from the authorized payment date.”).

Conclusion

Inclusion of all remuneration, like insurance opt-out payments and longevity awards, has an additional cost in overtime that should be taken into account by districts during negotiations. The amount of overtime a district expects to pay and not just the upfront costs could be a significant liability for some districts.

Commissioner Elia Removes Carl Paladino From The Buffalo City School District Board of Education

On August 17, 2017, the New York State Commissioner of Education decided a highly-publicized petition from the Board of Education of the City School District of the City of Buffalo seeking to remove controversial former gubernatorial candidate Carl Paladino from his seat on the Board. The Commissioner

granted the petition and ordered Paladino’s immediate removal. This article reviews the Commissioner’s decision and analyzes the main take-aways.

The public controversy began on December 23, 2016, when a local Buffalo publication, *Artvoice*, quoted Paladino’s highly derogatory comments about President Barack Obama and his wife Michelle. Six days later, the remaining Board members passed a resolution demanding his resignation. On January 4, 2017, the Board further resolved to hire legal counsel and file a removal petition. The next day, January 5, Paladino published an article in *Artvoice* titled “How Union President Rumore Co-opted the Buffalo School Board and Rigged the Teacher’s Contract.” In that article, Paladino made revelations about confidential conversations that occurred during an executive session in October of 2016. He disclosed detailed information about the Board’s collective bargaining strategy, including specific dollar amounts and negotiation tactics.

By the time it was filed, the Board’s petition for removal charged Paladino with three different acts of misconduct. First was the negotiations strategy revelation described above. Second, the petition alleged Paladino disclosed other confidential information in a public email related to the school district’s ongoing litigation with a contractor. Third, the petition claimed that Paladino’s January 5 *Artvoice* article also disclosed confidential information about a certain school principal. The two latter charges were eventually dismissed by the Commissioner for factual insufficiency. The derogatory comments about the Obamas were not the basis for any allegations in the Board’s petition.

Ultimately, the Commissioner focused mainly on Paladino’s disclosure of confidential negotiation information. That was the basis for his removal.

School board members are required by law to protect confidential information. General Municipal Law §805-a(1)(b) expressly states that municipal officials may not “disclose confidential information acquired by him [or her] in the course of his [or her] official duties

or use such information to further his [or her] personal interests.” Information acquired by an official during executive session qualifies as “confidential,” unless subject to a handful of very specific exceptions.

Two sections of the Education Law permit the Commissioner to remove a school board member from office. Under Education Law §306, removal is possible when the board member has engaged in a “wilful”^[1] violation or neglect of duty under the Education Law or has “wilfully” disobeyed a decision, order, rule or regulation of the Board of Regents or Commissioner of Education. Education Law §2559 contains similar language. In order to qualify as “wilful,” a board member’s misconduct must meet a two pronged test: the actions must be “intentional” and must be done “with a wrongful purpose.”

It was clear that Paladino’s disclosure of confidential negotiation information was “intentional;” he admittedly authored the *Artvoice* article in which the revelations appeared. However, he vigorously denied that he made the disclosure for a “wrongful purpose.” He felt that the information he revealed was a matter of public concern, and he believed that some of the Board’s negotiations decisions showed incompetence by other school officials that he believed the public had a right to know about. There had been criticism within the community that the Board had been acting too secretively and had been spending too much time in executive session.

The Commissioner rejected all of Paladino’s arguments. He was found guilty of wrongfully disclosing negotiations strategy information from the October 12 executive session and was removed from the Board effective immediately.

Going forward, the Commissioner’s decision provides a strong and clear warning to individual school board members: *the confidentiality of executive session is sacred. Do not disclose negotiations strategies or anything else learned during executive session.* Several elements of the decision are favorable to school boards.

First, the Commissioner’s decision drew a firm

protective line around confidential information of all kinds, even information on controversial and impactful topics that would be of great interest to the public. The Commissioner indicated that “Board members remain free to discuss issues of public concern, but must do so without revealing confidential information.”

Second, a school district does not need to show that a board member’s breach of confidentiality caused direct or material harm. Here, Paladino’s disclosure about negotiations strategies occurred almost five months *after* the contract with the teacher’s union was ratified. The disclosures did not have any direct impact on the course of ongoing negotiations. Yet the timeline had no effect on the Commissioner’s decision. All disclosures are unlawful, even if the effect of the disclosure is minimal or speculative.

Finally, the Commissioner’s decision read the “wrongful purpose” requirement very broadly. The decision held that because Paladino knowingly and intentionally violated the General Municipal Law, his actions were done for a wrongful purpose. This means that in the future, school boards seeking removal of a board member do not necessarily need to prove that the accused member acted out of spite, or out of revenge, or for personal gain, or with the intent to harm the school district. The mere act of knowingly breaking confidence, for whatever purpose, may justify removal from a board of education.

The full text of the Commissioner’s written decision is available online at: <http://www.counsel.nysed.gov/Decisions/volume57/d17147>

[1] The term “wilful” is consistent with the spelling used in Education Law §306.



New York State
EDUCATION DEPARTMENT
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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	2.50				2.47
Weedsport	4.50	0.00	2.00	2.00	2.00	2.50	2.50	2.75	2.75	2.75		2.38
	3.74	1.83	1.73	1.82	2.23	2.49	2.58	2.67	2.74	2.78		
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	2.00	2.00	2.00	3.00	3.00	3.00	3.75	3.60	3.50		3.01
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	3.30	3.30	3.35	3.45	2.90
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	2.96	2.89	2.87		

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	2.70	2.75			2.55
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	2.50	2.50	2.25	2.25	2.25
Cust./Maint. (CSEA)	3.30	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25	2.25
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	2.25	2.25	
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	3.40				2.70
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	3.40				2.94
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	3.08	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	3.00	3.00	3.00	3.00	2.56
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	2.50	50¢/hr	56¢/hr	3.50			2.54
T-S-T Avg.	3.54	2.89	2.09	2.50	2.44	2.53	2.42	2.34	2.69	3.00	3.00	

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
Naples												
CSEA	3.25	3.50	3.50	2.70	2.70	2.70	2.80	2.90	2.90			2.99

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.
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	\$2,400/salary	\$2,500/salary	\$2,500/salary	\$2,500/salary	3.33
							or	\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr	
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%	5.0%	4.4%	4.2%	4.3%	4.5%	4.9%						
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%	4.9%	4.7%	4.6%	5.0%	5.0%						
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%	6.1%	5.3%	4.7%	4.3%	4.6%	4.9%						
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%	5.4%	5.3%	5.0%	5.6%	5.5%						
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%	4.3%	3.8%	3.8%	3.8%	4.9%	4.8%						
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%	4.9%	4.5%	4.1%	4.4%	4.3%						
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%	4.8%	4.6%	4.5%	4.8%	5.0%						
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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June 2017

NY-Northeastern New Jersey Area

1. All Urban Consumers	268.666	0.2	1.8
2. Urban Wage Earners & Clerical Workers	263.205	0.1	1.9

U.S. City Average

1. All Urban Consumers	244.955	0.1	1.6
2. Urban Wage Earners & Clerical Workers	238.813	0.1	1.5

July 2017

NY-Northeastern New Jersey Area

1. All Urban Consumers	268.051	- 0.2	1.6
2. Urban Wage Earners & Clerical Workers	262.577	- 0.2	1.7

U.S. City Average

1. All Urban Consumers	244.786	- 0.1	1.7
2. Urban Wage Earners & Clerical Workers	238.617	- 0.1	1.6

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	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								
Sep-17								
Oct-17								
Nov-17								
Dec-17								

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