



THE ADVOCATE

Cayuga-Onondaga BOCES
Office of Personnel Relations
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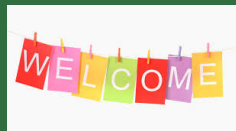
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Providing comprehensive
employment and personnel
relations services to local
school districts for over
40 years.

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WELCOME NEW CHIEF SCHOOL OFFICERS



The Cayuga-Onondaga BOCES Office of
Personnel Relations welcomes and wishes
much success to

DENISE COOK,
the recently appointed
Chief School Officer at the
DEPOSIT CENTRAL SCHOOL DISTRICT

and

DR. DEAN GOEWY,
the recently appointed
Chief School Officer at the
OSWEGO CITY SCHOOL DISTRICT



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 administrations. 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 2016-2017 beginning on July 1, 2016 and ending on June 30, 2017. **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 2015-2016 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 2016-2017. Attached please find a copy of the 2016-2017 school calendar.

Please notify this office by June 30, 2016, should you be unable to accept this employment for the 2016-2017 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 2016-

2017 beginning on July 1, 2016 and ending on June 30, 2017. **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 2015-2016 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 2016-2017. Attached please find a copy of the 2016-2017 school calendar.

Please notify this office by June 30, 2016 should you be unable to accept this employment for the 2016-2017 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 2016-2017 beginning on July 1, 2016 and ending on June 30, 2017. **It is anticipated that the need for substitutes during the 2016-2017 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 2015-2016 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 2016-2017. Attached please find a copy of the 2016-2017 school calendar.

Please notify this office by June 30, 2016, should you be unable to accept this employment for the 2016-2017 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 another 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 social studies teacher in the academic tenure area of social studies in the Columbus 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 social studies in the Columbus 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



Friedrichs v. California Teachers' Association: Where Are We Now?

Since the last edition of *The Advocate*, the Supreme Court issued its decision for the *Friedrichs* case. In a rather unsurprising (and anticlimactic) decision, the Supreme Court concluded the case with a four-four split on March 29, 2016. Its decision was only one

sentence long, provided no explanation and left nothing definitively settled.

As a brief background, the case was brought in California in the Ninth Circuit Court of Appeals questioning cases upholding agency shop fees. It challenged a nearly forty-year-old Supreme Court precedent allowing unions to collect fees used for collective bargaining. The Plaintiffs argued that these fees violated their First Amendment Free Speech rights.

After oral argument on January 11, 2016, it appeared as though the Court was on its way toward a 5-4 decision ending all mandatory agency shop fees, whether they be for political purposes or costs associated with collective bargaining. Unfortunately, the death of Justice Antonin Scalia left eight members on the Court and a clear path to a non-precedent setting split decision.

The Court's decision means that it is deferring to the ruling of the 9th Circuit Court of Appeals, which ruled in favor of the union and upheld mandatory agency shop fees. Therefore, the current system of agency shop fees will remain intact – at least for the time being. Since New York is an agency shop state, the decision will not change any current practices for public sector employment.

However, the Court may rehear the case. A party involved in a case may request a rehearing in front of the Court. Although a rehearing is rare, it is more likely to happen after the Court is equally split, as it is in *Friedrichs*. Under the Court's rules, a rehearing request must be filed within twenty-five days following the Court's ruling. In order to grant the rehearing, five justices must vote in favor of it, including one of the justices that joined in the decision. In this case it is unclear how that rule would work due to an evenly divided Court. In all likelihood, the five justices would include the four conservatives who favor ending agency shop fees and one of the liberal justices who favors upholding agency shop fees. Why would a liberal justice vote for a rehearing when the current split decision favors his/her opinion? While there is no

definite answer, one of the liberal justices may want a rehearing for the possibility of creating a precedent setting decision firmly upholding the constitutionality of agency fees and thus preventing future challenges.

On April 8, 2016, the Center for Individual Rights ("CIR"), the group that argued on behalf of Rebecca Friedrichs and the teachers that challenged agency fees, filed a petition for rehearing. Ultimately, the petition seeks a rehearing after a ninth justice is appointed to the Court. CIR is arguing that the issues in *Friedrichs* "are too important to leave unsettled with an affirmance of an equally divided Court." Moreover, CIR believes that the split-decision will "needlessly prolong the prevailing uncertainty on issues" involving agency fees. CIR goes on to cite five cases in its petition that are currently pending in the lower courts throughout the country dealing with agency fees. CIR believes that a rehearing will prevent the need for one of the other cases to reach the Court. Therefore, it argues that the Court's familiarity with the *Friedrichs* case will allow it to best settle the issue now, rather than leave a major issue dangling for an unknown amount of time.

As of this writing, the Court has not issued its decision regarding the rehearing petition. If the petition is granted, the *Friedrichs* case will likely remain in purgatory until a rehearing occurs after a ninth justice is appointed to the Court – something that may not occur until a new president takes office next year. Additionally, even after a rehearing, there is no guarantee that the Court would rule agency fees unconstitutional. On the other hand, if the petition is denied, the split decision upholding agency shop fees will remain intact. In order for a more definite answer, one of the other cases in the lower courts would have to work its way up to the Supreme Court, which may take years.

In sum, one of the most anticipated cases involving public sector employment may end with an emphatic thud. Due to the Court's decision and uncertainty regarding a rehearing, school districts should maintain the status quo when it comes to dealing with their unions.

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

CAYUGA-ONONDAGA BOCES

	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	AVG.
BOCES	1-16	4.50	4.50	1.50	1.75	2.25	2.25	2.25	2.50			2.69
Auburn	6-12	3.45	3.00	3.00	0.00	2.25	2.25					2.33
Cato-Meridian	6-15	3.80	3.80	3.80	2.00	2.00	2.00	2.70	2.60	2.50		2.80
Jordan-Elbridge	12-14	3.85	3.90	0.50	2.01	2.18	2.50	2.50	2.50			2.49
Moravia	6-13	4.00	4.00	2.00	2.00	0.00	2.50	2.50	2.50			2.44
Port Byron	6-13	4.25	3.70	2.00	2.00	2.00	2.00					2.66
Skaneateles	5-14	3.75	3.75	1.50	1.50	1.50	2.50	2.60	2.75			2.48
So. Cayuga	4-13	4.00	2.00	2.00	2.00	2.00	2.25	2.25				2.36
Union Springs	6-14	4.25	4.25	2.00	2.00	2.00	2.00					2.75
Weedsport	1-16	4.35	4.50	0.00	2.00	2.00	2.00	2.50	2.50			2.48
	AVG.	4.02	3.74	1.83	1.73	1.82	2.23	2.47	2.56	2.50		

BROOME-TIOGA BOCES

Chenango Vall.	4-11	4.10	2.50	2.75	2.75	2.75						2.97
Deposit	9-13	4.25	2.50	2.50	2.00	2.50	2.50					2.71
Maine-Endwell	4-15	4.50	4.50	4.50	4.50	2.60	2.80	2.95				3.76
Owego-Apal.	1-13	4.35	2.95	2.95	2.95	2.00	2.00					2.87
Union-Endicott	11-10	4.00	\$2,253	2.70	2.70	2.70	2.70					2.96
Whitney Point		3.00	3.30	3.50	0.00	2.20	2.20	2.50	2.60	2.70		2.44
	AVG	4.03	3.58	3.15	2.48	2.46	2.44	2.73	2.60	2.70		

GENESEE VALLEY BOCES

Geneseo	1-15	4.20	4.20	2.00	2.00	2.00	3.00	3.00	3.00			2.93
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GREATER SO. TIER BOCES

Hornell	7-13	4.40	4.00	2.20	2.00	2.50	2.75					2.98
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OSWEGO BOCES

Hannibal	6-14	3.50	3.50	0.00	1.75	1.75	2.20	2.20	2.20			2.14
Oswego	12-14	4.00	4.00	0.00	1.75	2.00	2.00	2.00				2.25
	AVG	3.75	3.75	0.00	1.75	1.88	2.10	2.10	2.20			

TOMPKINS-SENECA-TIOGA BOCES

BOCES		4.00	4.00	4.00								4.00
Candor	4-15	3.00	3.00		2.00	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500			2.15
Dryden	6-14	4.20	2.60	2.60	3.00	3.00	3.00	3.00	3.05			3.06
Groton	3-13	3.50	3.50	3.50	3.50	2.50	2.60	2.70	2.70			3.06
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	5-14	3.50	2.50	2.00	2.00	3.00	3.50	2.75	2.50			2.72

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

TOMPKINS-SENECA-TIOGA BOCES cont'd

	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	AVG.
South Seneca	8-15	4.00	4.00	1.50	1.50	2.45	2.45	1.45				2.48
Trumansburg	1-13	4.00	4.20	2.70	2.70	3.00	3.00					3.27
	AVG	3.53	3.26	2.73	2.43	2.58	2.79	2.58	2.75			

WAYNE - FINGER LAKES BOCES

BOCES		3.00	2.50	1.90	1.90	2.50	2.45	2.45				2.39
Bloomfield		3.90	3.85	3.60	3.35	1.98	2.00	2.00				2.95
Canandaigua		4.20	4.10	3.85	2.00	2.69	2.65	2.57				3.15
Clyde-Savannah	6-15	5.00	5.00	5.00	2.25	2.25	2.25	2.25				3.43
Dundee	1-14	4.00	4.00	2.60	2.50	2.50	3.00	3.30	3.40			3.16
Gananda	11-15	4.00	2.75	2.75	2.60	2.60	2.75	3.00	3.00	3.20		2.96
Geneva	6-15	4.58	4.22	4.15	2.00	2.00	2.00	3.00	3.50	3.50	2.50	3.15
Gorham-Middlesex	6-14	3.50	3.50	2.25	2.25	2.50	2.50	2.50				2.71
Honeoye	5-15	4.00	2.60	2.50	2.50	2.50	2.75	2.75	2.90			2.81
Lyons	6-10	4.25	4.66	3.37	3.88							4.04
Manchester-Shortsville	8-14	4.00	4.00	1.80	2.00	2.00	2.00	2.50				2.61
Marion	5-14	4.50	3.50	2.80	2.00	2.00	2.40	2.25				2.78
Naples	5-15	4.00	4.00	2.25	2.25	2.25	2.25	2.50	2.50	2.60		2.73
Newark	2-16	4.00	2.50	2.50	1.25	2.50	2.50	3.00	3.00	3.00		2.69
N Rose-Wolcott	6-13	4.32	4.27	1.00	2.47	1.90	2.00	2.30				2.61
Palmyra-Macedon	4-15	3.20	3.90	3.90	2.48	3.90	2.50	1.75 + \$500	2.75	2.75		3.17
Penn Yan	6-13	4.00	4.00	2.29	2.29	1.90	2.00	2.00				2.64
Phelps-Cl Springs		4.00	2.89	2.89	2.89	2.00	2.00	2.00				2.67
Red Creek		4.50	4.50	2.75	2.75	2.50	2.40	2.40				3.11
Romulus	5-15	3.33	3.33	3.50	3.50	1.50	1.50	5.00	3.00	3.00	3.00	3.07
Seneca Falls	2-15	3.67	3.91	3.50	3.45	2.00	2.00	3.00	2.75	2.50	2.00	2.88
Sodus	6-15 *	4.15	3.80	3.80	2.00	2.00	2.20	3.00	3.00	3.30	3.30	3.06
								* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members				
Victor	6-15	4.30	4.30	4.00	2.00	2.50	2.50	3.10	3.10	3.10		3.21
Waterloo	5-13	4.05	3.89	3.72	2.00	1.50	1.75	1.95				2.69
Wayne	4-15	4.25	4.00	3.00	2.00	3.00	2.00	3.50	4.00	2.50		3.14
Williamson		4.00	3.00	3.00	2.00	2.25	2.50	2.50	2.60	2.50		2.71
	AVG	4.03	3.73	3.03	2.41	2.29	2.27	2.70	3.04	2.90	2.70	

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

(shaded areas = contract term)

CAYUGA-ONONDAGA BOCES												
	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Avg.
BOCES												
Aides (CSEA)	07-15	4.50	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50		2.67
Tchr. Ass't		4.50	3.00	2.00	2.00	2.00						2.70
Non-Instructional	06-15	4.50	4.50	2.00	2.00	2.00	2.00	2.50	2.50			2.75
Auburn												
Aides/Clerical (NYSUT)	06-10	3.45	3.35	3.35	3.00	1.00	2.00	2.00				2.59
Bus Drivers (CSEA)	05-13	3.65	3.30	3.30	2.90	0.00	2.25	2.25				2.52
Cust/Maint. (CSEA)	05-13	3.65	3.30	3.30	2.90	0.00	2.25	2.25				2.52
Nurses (SEIU 200U)	04-12	3.50	3.50	2.00	0.00	2.00						2.20
Cato-Meridian												
Aides/Ass'ts (SEIU 200U)		4.75	4.75	4.75	50¢/hr	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr		4.75
Bus Drivers (CSEA)	07-13	4.75	3.30	2.00	2.00	2.00	2.00	2.00	2.00			2.51
Cust./Maint. (CSEA)	07-13	4.75	3.30	2.00	2.00	2.00	2.00	2.00	2.00			2.51
Jordan-Elbridge												
Aides/Clerical(SEIU 200U)	09-12	3.00	3.00	3.00	3.00	3.00	3.00					3.00
Bus Drivers	07-11		3.00	2.00	2.00	2.00						2.25
Cust./Maint (SEIU 200U)	09-12	3.00	3.00	3.00	3.00	3.00	3.00					3.00
Cafeteria (SEIU 200U)	09-12	3.00	3.00	3.00	3.00	3.00	3.00					3.00
Transportation	06-13					1.00	1.00	1.00				1.00
Moravia												
Aides/Ass't (CSEA)	07-12	4.00	4.00	4.00	2.00	0.00	2.00	2.00				2.57
CSEA	07-12	4.00	4.00	4.00	2.00	0.00	2.00	2.00				2.57
Port Byron												
Aides (SEIU 200U)	01-13	3.00	3.00	2.00	2.00	2.00	2.00					2.33
Cust./Maint. (CSEA)	06-13	3.00	3.00	1.60	1.40	2.00	2.00	2.00				2.14
Cafeteria (CSEA)	06-13	3.00	3.00	1.60	1.40	2.00	2.00	2.00				2.14
Nurse (CSEA)	06-13	3.00	3.00	1.60	1.40	2.00	2.00	2.00				2.14
Clerical (SEIU 200U)	01-13	3.00	3.00	2.00	2.00	2.00	2.00					2.33
Skaneateles												
Aides (CSEA)	04-14	3.75	3.50	1.50	1.50	1.50	2.50	2.60				2.41
Tchr Ass't (CSEA)	04-14	3.75	3.50	1.50	1.50	1.50	2.50	2.60				2.41
Cust./Maint (CSEA)	04-14	3.75	3.50	1.50	1.50	1.50	2.50	2.60				2.41
Nurses (CSEA)	04-14	3.75	3.50	1.50	1.50	1.50	2.50	2.60				2.41
Clerical (CSEA)	04-14	3.75	3.50	1.50	1.50	1.50	2.50	2.60				2.41
So. Cayuga												
Aides (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Tchr. Ass't (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Bus Drivers (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Bus Mechanics (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

(shaded areas = contract term)

CAYUGA-ONONDAGA BOCES cont'd												
	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Avg.
So. Cayuga cont'd												
Cust./Maint (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Cafeteria (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Nurses (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Clerical (CSEA)		3.70	2.00	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr		2.53
Union Springs												
Aides (SEIU 200U)	06-14	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50			2.56
Tchr. Ass'ts (SEIU 200U)	06-14	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50			2.56
Bus Drivers (CSEA)	06-14	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50		2.61
Bus Mechanics (CSEA)	06-14	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50		2.61
Cust/Maint. (CSEA)	06-14	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50		2.61
Cafeteria (CSEA)	06-14	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50		2.61
Nurses (SEIU 200U)	06-14	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50			2.56
Clerical (SEIU 200U)	06-14	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50			2.56
Weedsport												
Aides (CSEA)		4.00	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50		2.82
Bus Drivers (CSEA)		4.00	4.00	4.00	1.95	1.95	1.95	2.50	*2.50	*2.50		2.82
Bus Mechanics (CSEA)		4.00	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50		2.82
Cust/Maint. (CSEA)		4.00	4.00	4.00	1.95	1.95	1.95	2.50	2.50	2.50		2.82
Nurses		4.00	4.00	4.00				*Bus drivers @ % + 30¢				4.00
Clerical		4.00	4.00	4.00								4.00
C-O BOCES Avg.		3.72	3.26	2.55	2.09	1.90	2.27	2.32	2.43	2.50		
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)		4.10	3.30	3.30	3.30	2.25	2.50	2.90				3.09
Deposit												
CSEA	03-12	4.00	4.00	4.00	2.00	2.00						3.20
Maine-Endwell												
Cust./Maint.	10-14	\$0.60	\$0.65	2.00	2.00	2.00	50¢/hr	50¢/hr	50¢/hr			2.00
School Lunch	07-08	4.60	4.60	4.60								4.60
Supp Staff	07-08	4.50	4.50	4.50	4.50							4.50
Transp	04-15	\$0.60	3.00	3.00	3.00	\$600	\$700	\$800				3.00
Owego-Apalachin												
NYSUT	02-13	3.80	3.90	4.00	0.00	1.99	1.99					2.61
Union Endicott												
Cafe. Workers	11-10	3.90	3.90	2.70	2.70	2.70	2.70					3.10
Cent Office	11-10	2.00	2.00	2.70	2.70	2.70	2.70					2.47
Comp & Tech	11-10	3.90	3.90	2.70	2.70	2.70	2.70					3.10

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

(shaded areas = contract term)

	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Avg.
BROOME-TIOGA BOCES cont'd												
Union Endicott cont'd												
Dist Office	11-10	\$0.51	3.90	2.70	2.70	2.70	2.70					2.94
Maint. Workers	11-10	3.90	3.90	2.70	2.70	2.70	2.70					3.10
School Aides	11-10	\$0.42	3.90	2.70	0.00	2.70	2.70					2.94
Transp	11-10	\$0.53	4.00	2.70	0.00	2.70	2.70					2.96
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		3.86	3.72	2.95	2.57	2.45	2.59	2.70	2.50			
GREATER SO. TIER BOCES												
Hornell												
Paraprofessionals	09-13	4.00	2.45	2.35	2.00	2.80	2.80	2.80	2.80			2.75
Supp Staff	08-13	4.00	2.40	2.15	1.90	2.80	2.80	2.80	2.80			2.71
GST BOCES Avg		4.00	2.43	2.25	1.95	2.80	2.80	2.80	2.80			
OSWEGO BOCES												
Hannibal												
CSEA	11-13	3.50	2.00	0.00	1.75	1.75	1.95	2.00				1.85
HEA	01-09	3.50	3.50	open								3.50
Osw. BOCES Avg.		3.50	2.75	0.00	1.75	1.75	1.95	2.00				
TOMPKINS-SENECA-TIOGA BOCES												
BOCES												
Local		4.00	4.00									4.00
Candor												
Local		5.00	1.90	2.00	2.00							2.73
Dryden												
NYSUT		4.00	2.50	2.50	2.20	3.00	2.85	2.66				2.82
Groton												
CSEA	04-13	4.00	4.00	2.85	2.85	2.50	2.75	2.75				3.10
Ithaca												
ICSDEA		4.10	4.00									4.05
Lansing												
NYSUT	10-13	3.90	3.90	3.90		90¢/hr	3.50	60¢/hr	3.00			3.64
Newfield												
CSEA	04-15	3.25	3.50	1.95	2.25	2.50	1.50	2.25	2.25			2.43
South Seneca												
Local	06-13	4.50	5.00	5.00	1.00	2.00	2.00	2.00				3.07

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

(shaded areas = contract term)

TOMPKINS-SENECA-TIOGA BOCES cont'd												
	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Avg.
Trumansburg												
Local		\$0.55	\$0.60	2.00	2.25	2.50	2.50					2.31
T-S-T BOCES Avg.		4.09	3.60	2.89	2.09	2.50	2.52	2.42	2.63			
WAYNE-FINGER LAKES BOCES												
BOCES												
NYSUT	06-14	3.50	3.50	3.50	3.75	1.90	2.75	2.45	2.45			2.98
Bloomfield												
NEA/NYSUT	06-13	3.40	3.40	3.40	3.40	1.95	1.85	1.85				2.75
Canandaigua												
Cust./Maint. (Unaffil.)		3.85	3.85	3.00	3.00	3.00	3.00	3.00				3.24
Cler./Aides (NYSUT)		3.85	3.85			3.00	2.40	2.40				3.10
Food Service (Unaffil.)		4.00	3.00	3.50	4.00	2.25	2.25	3.00	3.00	3.00		3.11
Bus Drivers		3.75	3.75	3.75	2.25	2.25	2.25					3.00
Monitors		4.00	3.00	3.50	4.00	2.25	2.00	3.47	2.40	2.35		3.00
Clyde-Savannah												
Support Pers. (CSEA)	09-13	5.00	4.25	4.25	4.00	2.50	2.50	2.50				3.57
Transp. (Unaffiliated)	08-13	5.00	4.75	4.50	4.00	2.00	2.00	2.00				3.46
Dundee												
CSEA	01-15	3.00	3.10	3.20	2.00	2.00	2.00	2.00				2.47
Gananda												
CSEA	06-13	4.00	2.50	2.50	1.40	2.80	2.80	2.80				2.69
Geneva												
CSEA	07-15	4.00	4.00	0.00	2.00	2.00	2.00	3.00	3.00	3.00		2.56
Gorham-Middlesex												
Bus Drivers (NYSUT)	06-15	3.70	3.70	3.70	1.90	2.25	2.25	2.70	2.70	2.70		2.84
Cust./F Serv (NYSUT)	06-14	3.50	3.70	3.70	3.75	3.75	2.70	2.70	2.50			3.29
Teacher Aides (NYSUT)	06-14	3.75	3.75	2.75	2.50	2.25	2.70	2.70	2.50			2.86
Honeoye												
NYSUT	05-14	4.00	2.50	2.50	2.50	2.50	2.75	2.50				2.75
Lyons												
NYSUT	11-14	4.25	3.00	3.00	3.00	2.50	* 2.50	2.50				2.96
						* Nov. '14 settlement is % + 15¢/hr						
Manchester-S'ville												
CSEA		5.80	5.50	1.80	1.00	1.90	1.90	2.50	2.50	2.50		2.82
Marion												
CSEA	03-13	3.50	3.50	3.50	1.75	1.75	1.75	1.75				2.50

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS (shaded areas = contract term)												
WAYNE-FINGER LAKES BOCES cont'd												
	Date Settled	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	Avg.
Naples												
CSEA	08-13	4.00	3.25	3.50	3.50	2.70	2.70	2.70				3.19
Newark												
Custodians (CSEA)	05-15	3.80	2.95	2.50	1.25	2.00	2.00	2.40	2.00			2.36
Tchr Aides/Asst (NYSUT)	12-15	3.75	2.50	2.30	1.50	1.50	2.40	2.00				2.28
North Rose-Wolcott												
NYSUT	09-12	3.90	3.75	0.00	1.90	1.90	1.90	1.95				2.19
Palmyra-Macedon												
CSEA	10-12	3.90	3.90	3.90	3.90	2.90	2.90	2.90	2.90			3.40
Penn Yan												
CSEA		3.90	3.90	3.90	2.25	2.25	2.25	2.25	2.35	2.35		2.82
Phelps-Clifton Springs												
Nurses/Food Serv (NYSUT)	06-13	4.05	4.05	4.05	4.05	2.00	2.00	2.00				3.17
Bus Driv/Maint (NYSUT)	06-13	4.05	4.05	4.05	4.05	2.00	2.00	2.00				3.17
Aides/Clerical (NYSUT)	06-13	2.89	2.89	2.89	2.89	2.00	2.00	2.00				2.51
Red Creek												
CSEA	04-15	4.50	4.50	4.50	2.75	2.00	2.00	* 3.50	2.50	2.50		3.19
								* 2015-16 % based on hire date				
Romulus												
CSEA	05-15	4.34	4.32	4.00	1.50	1.50	3.00	3.00	3.00			3.08
Seneca Falls												
NEA/NYSUT	06-15	3.50	3.50	2.00	2.00	2.00	2.00	3.00	2.75	2.50	2.00	2.53
Sodus												
CSEA	07-13	3.75	3.00	3.00	2.00	2.00	2.00	2.00				2.54
Victor												
CSEA		4.00	4.00	1.00	1.00	1.50	2.00	2.00	2.00			2.19
Waterloo												
NEA/NYSUT	05-13	4.47	4.31	2.00	2.00	1.50	1.75	1.95				2.57
Wayne												
CSEA	12-15	4.40			2.50	2.50	2.70	2.90	2.90			2.98
Williamson												
CSEA		5.00	5.00	2.70	2.80	3.00	2.00	1.75	2.00			3.03
WFL BOCES Avg.		3.97	3.68	3.13	2.82	2.27	2.31	2.44	2.61	2.61	2.00	

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.4%	5.4%											
2015	6.4%	6.3%	5.7%	5.3%	5.3%	5.2%	5.4%	5.0%	4.8%	4.7%	4.8%	4.7%	5.3%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.5%	5.3%											
2015	6.6%	6.4%	5.9%	5.5%	5.5%	5.5%	5.5%	5.0%	5.0%	4.7%	4.8%	4.9%	5.4%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	6.0%	5.8%											
2015	6.7%	6.7%	6.3%	5.4%	5.1%	5.0%	5.2%	4.8%	4.8%	4.8%	4.9%	5.2%	5.4%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	6.3%	5.9%											
2015	7.4%	7.1%	6.7%	6.1%	6.0%	6.1%	6.1%	5.6%	5.5%	5.3%	5.3%	5.6%	6.0%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	4.1%	3.7%											
2015	4.9%	4.4%	3.9%	3.8%	4.1%	4.6%	4.6%	4.0%	3.8%	3.6%	3.7%	3.5%	4.1%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.6%	5.4%											
2015	6.5%	6.4%	6.0%	5.3%	5.0%	4.9%	4.8%	4.3%	4.4%	4.2%	4.4%	4.9%	5.1%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2016	5.2%	5.1%											
2015	6.2%	6.1%	5.7%	5.3%	5.3%	5.2%	5.3%	4.8%	4.8%	4.5%	4.6%	4.7%	5.2%

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 2016

NY-Northeastern New Jersey Area

1. All Urban Consumers	260.875	0.2	0.6
2. Urban Wage Earners & Clerical Workers	255.246	0.1	0.5

U.S. City Average

1. All Urban Consumers	237.111	0.1	1.0
2. Urban Wage Earners & Clerical Workers	230.972	0.0	0.7

March 2016

NY-Northeastern New Jersey Area

1. All Urban Consumers	261.508	0.2	0.7
2. Urban Wage Earners & Clerical Workers	256.012	0.3	0.7

U.S. City Average

1. All Urban Consumers	238.132	0.4	0.9
2. Urban Wage Earners & Clerical Workers	232.209	0.5	0.5

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-14	230.0	1.6	233.9	1.6	255.5	1.8	259.6	1.9
Feb-14	230.9	1.0	234.8	1.1	254.8	1.0	259.0	1.1
Mar-14	232.6	1.4	236.3	1.5	255.9	1.3	260.0	1.3
Apr-14	233.4	2.0	237.1	2.0	255.9	1.6	260.0	1.6
May-14	234.2	2.1	237.9	2.1	257.1	1.9	261.2	1.9
Jun-14	234.7	2.0	238.3	2.1	257.1	1.7	261.4	1.7
Jul-14	234.5	1.9	238.3	2.0	257.3	1.6	261.5	1.6
Aug-14	234.0	1.6	237.9	1.7	256.7	1.2	261.1	1.3
Sep-14	234.2	1.6	238.0	1.7	256.9	1.0	261.1	1.0
Oct-14	233.2	1.5	237.4	1.7	256.0	1.2	260.5	1.3
Nov-14	231.6	1.1	236.2	1.3	254.6	0.6	259.4	0.8
Dec-14	229.9	0.3	234.8	0.8	253.2	0.1	258.1	0.3
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								
May-16								
Jun-16								
Jul-16								
Aug-16								
Sep-16								
Oct-16								
Nov-16								
Dec-16								

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