



THE ADVOCATE

CAYUGA-ONONDAGA BOCES
OFFICE OF PERSONNEL RELATIONS
1879 WEST GENESEE STREET ROAD
AUBURN, NEW YORK 13021-9430

VOLUME XXXV

**NOVEMBER/DECEMBER
2015**

Office of Personnel Relations

Randy J. Ray
Director of Personnel Relations

Brent D. Cooley
Senior Labor Relations Specialist

**Emily Brown
J. Ryan Hatch**
Labor Relations Specialists

Mark W. Snyder
Safety Coordinator

**Linda M. Brown
Kelly M. Walsh**
Administrative Support

Telephone: (315) 255-7683 or (315) 253-0361
FAX (315) 255-7625
Email: lbrown@cayboces.org

*Providing comprehensive
employment and personnel
relations services to local
school districts for over
40 years.*

IN THIS ISSUE

- **ACA UPDATE: CADILLAC TAX DELAYED**
- **WHEN SHOULD A MANIFESTATION DETERMINATION BE MADE?**
- **SUBSTANTIAL EVIDENCE NEEDED TO ESTABLISH ABUSE OF LEAVE**
- **OPTING FOR PROBATIONARY STATUS**
- **AREA TEACHER AND NON-INSTRUCTIONAL SETTLEMENTS**
- **AREA UNEMPLOYMENT RATES FOR NOVEMBER 2015**
- **CPI FOR NOVEMBER 2015**

*Happy Holidays from the Office of
Personnel Relations*

ACA Update: Cadillac Tax Delayed



In good news for school districts, President Obama signed a bill on December 18, 2015 that delays implementation of the Affordable Care Act Cadillac Tax from 2018 until 2020. The Cadillac Tax is a 40% tax on employers who offer health insurance plans that exceed high-cost limits (currently \$10,200 for individuals and \$27,000 for families). Many of the health insurance plans offered by school districts are projected to exceed these limits within the next five years. The delay in implementation of this tax may help school districts by providing more time to curtail health care costs in order to avoid this tax.



When Should A Manifestation Determination Be Conducted?

During the course of a school year, most school districts must conduct a student disciplinary hearing, pursuant to Education Law §3214(3) for a student who is actually classified with a disability or deemed to be a student with a disability. A question that often arises is, *when should the manifestation determination be conducted?*

State and federal laws and regulations, as well as the decisions of the Commissioner of Education, are very clear on this issue: a manifestation determination is to be conducted **after** a student has been found guilty of engaging in conduct that violates Education Law §3214. The Individuals with Disabilities Education Act (“IDEA”) provides

that a manifestation determination must be conducted when “disciplinary action involving a change of placement for more than 10 days is contemplated for a child with a disability ...” 20 U.S.C. §1415(k)(4)(A). Under Education Law §3214(3)(c), a superintendent’s hearing must be held in order to suspend a student in excess of five (5) days. Both state and federal regulations provide that a manifestation determination must be conducted not later than ten (10) days after the decision is made to suspend a student in excess of ten (10) days. 34 C.F.R. §300.523; 8 N.Y.C.R.R. §200-1.4. IDEA, as well as state and federal regulations clearly contemplate that the manifestation determination must be conducted after a finding of guilt has been made in a superintendent’s hearing. The Commissioner of Education provided the following comments on procedures involving the discipline of a student with disabilities. He said:

First, the District must establish whether the student committed the conduct charged. If such conduct is established, the CSE or §504 committee, as appropriate, must determine whether the conduct underlying the charges is related to a disability or handicapping condition. Appeal of a Student With A Disability, Dec. No. 14.277 (1999).

The Office of Personnel Relations strongly encourages school districts to conduct manifestation determinations only after a student has been found guilty of misconduct in a superintendent’s hearing. To hold a manifestation determination prior to a superintendent’s hearing would be premature. Furthermore, issues of due process arise when a manifestation determination is held prior to a superintendent’s hearing. If a student has not yet been afforded a superintendent’s hearing, then a parent or attorney representing the student cannot effectively participate in a manifestation determination without making admissions against the student’s interest which could be used by the District to determine the student’s guilt. More significant is the fact that the student would be presumed guilty by the District at the manifestation determination, despite the fact that the Education Law places the burden of proving a student’s guilt on a school district.



Substantial Evidence Needed to Establish Abuse of Leave

In a recent case, Zellmer v. Enlarged City School Dist. of Middletown Bd. of Educ., 131 A.D.3d 1176 (2d Dep’t 2015), a New York Appellate Court addressed a school board’s determination to suspend an employee for 30 days without pay. The Civil Service employee had been accused of “being excessively absent and abusing her leave privileges by utilizing sick and/or personal leave on days that fell immediately before or after weekends, holidays, vacations, or other pre-approved leave.” Prior to the board’s determination, a hearing was held wherein the hearing officer recommended that the charge be dismissed. The Court found that there was not substantial evidence to support the board’s conclusion.

Generally a court’s review of a school board determination is limited to a question of whether the decision was supported by substantial evidence “upon the whole record.” This was the question before the Court in Zellmer. *Id.* at 1176. When looking for “substantial evidence,” a court will consider the whole record known to the board at the time that the determination was made. The court will look at the quality and quantity of the evidence in the record to determine if it is sufficient to persuade a reasonable fact finder. The evidence must be “extracted [from the record] reasonably - probatively and logically.” *Id.* at 1177 (*citing 300 Gramatan Ave. Assoc. v. State Div. of Human Rights*, 45 N.Y.2d 176 (N.Y. Ct. App. 1978)). A court will not support a board’s determination if it is based only on “bare surmise, conjecture, speculation or rumor.” *Id.*

While at first glance it appears that a court’s review of a board determination is limited, courts do require districts to establish clear evidentiary foundations for the board’s decisions. In finding that there was not substantial evidence before the board to support its determination that the employee was abusing leave privileges, the Zellmer court relied on the holding in Horton v. Ames, 75 A.D.2d 853 (2d Dep’t 1980). The Horton court also addressed the issue of whether an administrative body had substantial evidence to support a claim that an employee had exhausted all his allowable leave in violation of his department’s policies and rules. *Id.* at 853. The court found that:

No evidence appears in the record as to the tenor and content of the alleged rules and policies of the department, nor is there any showing that the petitioner was made aware of their existence. In the absence of such proof there is no substantial evidence to support the finding of guilt as to this charge.

It is reasonable to conclude from this finding that clear district rules or policies, and/or language in collective bargaining agreements noting the expectations for the use of leave time are needed to lay a foundation for an abuse of leave charge.

The decisions of the courts in Zellmer and Horton suggests a road map for districts to follow when looking into bringing charges against an employee for abusing leave time. A district must establish evidence showing that leave time has been abused. To satisfy this inquiry, a district should rely on more than just a spreadsheet showing that an employee has been absent immediately before or after weekends, holidays, vacation days, or other pre-approved leave.

Evidence that there are district policies or practices that disallow or discourage using leave in the fashion indicated should also be gathered. This factor may be difficult for some districts to establish if they do not have clear

language in a well-established board policy or collective bargaining agreement to this effect. Also, it is important to verify that there are not other employees who have engaged in similar conduct without being penalized.

Next, evidence must be established showing that the employee knew, or reasonably should have known, that his or her use of leave as described could lead to some form of discipline. Finally, it is always helpful to have evidence showing how an employee's abuse of leave time negatively impacts the workplace.

Opting for Probationary Status

In the last edition of "The Advocate," our office provided a brief overview of a recent court case involving potential limitations on "last chance" agreements. In *Matter of Gittens v. State Univ. of N.Y.*, the court found that a public employee's leave abuse was not similar enough to his previous misconduct to enforce the waiver of rights in the "last chance" agreement the parties had previously executed. 125 A.D.3d 473 (1st Dept. 2015). We advised that school districts should be careful in crafting these types of waivers because courts will closely review these agreements and strictly interpret them in favor of the employee.

In this edition, we explore another potential avenue for addressing an employee's misconduct. As explained below, an employer may require an employee to be placed on probationary status again to settle potential disciplinary charges when the employee has engaged in misconduct. In this type of resolution, the employer and the employee (and his/her representative) would agree to waive permanent status for classified civil service employees or tenure status for teachers/administrators in exchange for the employer foregoing to bring charges.

Classified Civil Service Employees

It is legally permissible for a permanent classified civil servant to voluntarily waive the protections of the Civil Service Law and any additional negotiated protections under

collective bargaining agreements related to job security when settling potential disciplinary charges. See *Soto v. Koehler*, 171 A.D.2d 567 (1st Dept. 1991).

In *Soto*, a corrections officer was allegedly involved in an accident while driving under the influence. The corrections officer entered into an agreement with the Department of Corrections to settle disciplinary charges. In the settlement agreement, the corrections officer agreed to a new one-year probationary period. Just before the end of the new probationary period, the corrections officer was terminated. The Department of Corrections did not provide a reason for the termination. When the corrections officer applied for unemployment compensation, the evidence submitted showed that the corrections officer was late to work eight times during the probationary period. In reviewing this matter, the appellate court ruled that the Department of Corrections was within its rights to terminate the corrections officer under these circumstances. The following language from the majority opinion is worth noting:

"When we consider the termination of Civil Service employees, the extent of our review differs according to the status of the employees. Thus, a tenured employee protected by the full panoply of rights accorded by the Civil Service Law must be given a hearing before termination or any other disciplinary action is taken. Our review in such a case is to decide whether substantial evidence was presented at the hearing supporting the determination. Further, where we find such substantial evidence supported the factual determination, our further review of the sanction imposed is restricted to whether the penalty is so disproportionate to the offense as to be shocking to one's sense of fairness.

However, when we deal with the termination of probationary employees, a different standard of review is to be applied. A probationary employee can be dismissed without a hearing and without a statement of reasons in the absence of any demonstration that dismissal was for a constitutionally impermissible purpose or in violation of statutory or decisional law. Judicial review of such a determination is limited to an inquiry as to whether the termination was made in bad faith. The burden of raising and proving

such 'bad faith' is on the employee and the mere assertion of 'bad faith' without the presentation of evidence demonstrating it does not satisfy the employee's burden." *Soto*, 171 A.D.2d at 567-68 (internal quotations and citations omitted).

In a similar case, the appellate court upheld the termination of a police officer without a hearing where the officer was on "dismissal probation" that had been negotiated between the parties to resolve a previous disciplinary issue. The court stated the officer "could be terminated for virtually any reason or for no reason at all, with no right to challenge such termination by way of a hearing for otherwise, absent a showing that he was dismissed in bad faith or for an improper or impermissible reason." *Cipolla v. Kelly*, 26 A.D.3d 171 (1st Dept. 2006) (internal quotations and citations omitted).

Teachers and Administrative Employees

Case law also demonstrates that tenured teachers and administrators may waive tenure status as part of a settlement agreement of disciplinary charges. *See, e.g. Matter of Abramovich v. Board of Education*, 46 N.Y.2d 450 (1979) (holding that a teacher could knowingly waive the protections afforded by Education Law §3020-a).

In *Abramovich*, a tenured teacher was charged with forty-nine specific counts of insubordination, incompetency and neglect of his duties under Education Law Sections 3020 and 3020-a. A hearing on the charges commenced and on the third day of hearing, the teacher entered into a settlement agreement with the school district to resolve the charges. During settlement of the charges, the teacher was represented by an attorney and he consulted with a field representative from his union and his union president.

In the settlement agreement, the parties agreed that the teacher was to be placed on unpaid leave until the beginning of the next school year. He would then return to a different school building in the school district and would be supervised by a new principal. The new principal agreed to supervise the teacher from the beginning of the new school year until the winter break. At that point, the new principal agreed to appraise the teacher's performance and determine whether the district would retain the teacher. Under the

terms of the settlement agreement, the decision of the new principal was "unappealable" by either the teacher or the board of education.

The new principal evaluated the teacher, the evaluation was unfavorable, and the teacher was dismissed from employment. The teacher then sued the school district and argued that any waiver of the protections of §3020-a was unenforceable.

The case was appealed to the New York Court of Appeals. The highest court in New York did not agree with the teacher's argument and dismissed the case. The court discussed and recognized the importance of the protections of tenured teachers set forth in Education Law §3020-a. However, the Court noted the strong countervailing interest favoring nonjudicial resolution of legal claims and respecting the decisions made by the parties when reaching settlements. Specifically, the Court said: "It is no derogation of the trial process to recognize that voluntary composition of differences, arrived at, in whole or in part, by parties themselves, does not necessarily result in a lesser order of justice than an all-or-nothing decision imposed by judicial or other authority. Not surprisingly then, the comprehensive range of matters on which agreements between litigants or potential litigants is enforceable long ago came to including stipulating away statutory, and even constitutional rights." *Abramovich*, 46 N.Y.2d at 456 (internal quotations and citations omitted)

Recent cases have reiterated the principle that probationary employees may be dismissed for almost any reason absent a showing that the employee was dismissed in bad faith or for an improper or impermissible reason. *See, e.g., Taylor v. State Univ. of New York, Upstate Medical Univ.*, 13 A.D.3d 1149 (4th Dept. 2004).

Counseling Point

When considering whether to proceed to a hearing or settle disciplinary charges, school districts may want to consider offering an agreement that would require the employee to agree to a new period of probationary service. There is greater protection for the employer in this approach and less likelihood that a judge may insert her own idea of "justice" if a later termination is reviewed by a court.

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	10-13	4.50	4.50	1.50	1.75	2.25	2.25	2.25				2.71
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	7-13	4.35	4.50	0.00	2.00	2.00	2.00					2.48
	AVG.	4.02	3.74	1.83	1.73	1.82	2.23	2.47	2.59	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
GREATER SO. TIER BOCES												
Hornell	7-13	4.40	4.00	2.20	2.00	2.50	2.75					2.98
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
George Jr. Rep.	9-08	3.26										3.26
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	3.51	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		4.00	2.75	2.75	2.60	2.60	2.75					2.91
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	10-13	4.00	2.50	2.50	1.25	2.50	2.50					2.54
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-C1 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	2.67	3.05	2.86	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					2.63

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.
2015	6.5%	6.4%	5.8%	5.5%	5.3%	5.2%	5.4%	5.0%	4.8%	4.5%	4.7%		
2014	7.4%	7.5%	7.1%	6.1%	6.2%	6.2%	6.5%	6.1%	5.8%	5.7%	5.7%	5.6%	6.3%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2015	6.6%	6.3%	5.7%	5.4%	5.4%	5.4%	5.6%	5.0%	5.1%	4.7%	4.8%		
2014	7.3%	7.3%	6.8%	5.8%	5.9%	6.0%	6.1%	5.8%	5.6%	5.4%	5.5%	5.5%	6.1%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2015	6.8%	6.6%	6.0%	5.3%	5.0%	4.9%	5.3%	4.9%	5.0%	4.8%	4.9%		
2014	7.7%	7.7%	7.2%	5.8%	5.7%	5.5%	5.8%	5.5%	5.2%	5.0%	5.2%	5.5%	6.0%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2015	7.3%	6.9%	6.3%	6.0%	5.8%	5.9%	6.1%	5.5%	5.6%	5.3%	5.3%		
2014	8.0%	8.0%	7.4%	6.2%	6.3%	6.4%	6.6%	6.3%	6.1%	5.7%	5.9%	6.1%	6.6%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2015	4.8%	4.3%	3.8%	3.8%	4.1%	4.6%	4.7%	4.1%	3.9%	3.6%	3.7%		
2014	5.1%	4.9%	4.4%	3.7%	4.2%	4.7%	5.0%	4.5%	4.1%	3.9%	3.9%	3.7%	4.3%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2015	6.6%	6.4%	5.8%	5.2%	4.9%	4.8%	4.9%	4.4%	4.6%	4.2%	4.4%		
2014	7.1%	7.2%	6.7%	5.6%	5.4%	5.3%	5.3%	5.0%	4.9%	4.7%	5.1%	5.5%	5.6%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2015	6.2%	6.0%	5.5%	5.2%	5.1%	5.1%	5.4%	4.8%	4.9%	4.5%	4.6%		
2014	6.9%	6.9%	6.4%	5.6%	5.7%	5.7%	5.9%	5.6%	5.4%	5.1%	5.3%	5.3%	5.8%

*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
-----------------------------------	-----------------------------------	----------------------------------

October 2015

NY-Northeastern New Jersey Area

1. All Urban Consumers	261.515	-0.1	0.4
2. Urban Wage Earners & Clerical Workers	255.932	-0.2	0.0

U.S. City Average

1. All Urban Consumers	237.838	0.0	0.2
2. Urban Wage Earners & Clerical Workers	232.373	-0.1	-0.4

November 2015

NY-Northeastern New Jersey Area

1. All Urban Consumers	261.009	-0.2	0.6
2. Urban Wage Earners & Clerical Workers	255.385	-0.2	0.3

U.S. City Average

1. All Urban Consumers	237.336	-0.2	0.5
2. Urban Wage Earners & Clerical Workers	231.721	-0.3	0.1

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-13	226.5	1.5	230.3	1.6	250.8	2.2	254.8	2.2
Feb-13	228.7	1.9	232.2	2.0	252.3	2.3	256.2	2.4
Mar-13	229.3	1.3	232.8	1.5	252.7	1.8	256.6	1.9
Apr-13	228.9	0.9	232.5	1.1	252.0	1.3	256.0	1.4
May-13	229.4	1.2	232.9	1.4	252.3	1.3	256.3	1.4
Jun-13	230.0	1.8	233.5	1.8	252.9	1.8	256.9	1.8
Jul-13	230.1	2.0	233.6	2.0	253.3	2.1	257.3	2.1
Aug-13	230.4	1.5	233.9	1.5	253.6	1.6	257.7	1.7
Sep-13	230.5	1.0	234.1	1.2	254.4	1.4	258.5	1.6
Oct-13	229.7	0.8	233.5	1.0	252.9	0.9	257.1	1.1
Nov-13	229.1	1.1	233.1	1.2	253.0	1.0	257.4	1.2
Dec-13	229.2	1.5	233.0	1.5	253.1	1.4	257.3	1.5
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								

THE ADVOCATE STAFF

Editorial Assistant & Desktop Publisher:

Linda M. Brown

Contributors:

Randy J. Ray • Brent D. Cooley • Emily Brown
J. Ryan Hatch • Mark W. Snyder • Linda M. Brown

Published by:

Cayuga-Onondaga BOCES
Office of Personnel Relations
1879 West Genesee Street Road
Auburn, NY 13021-9430
Telephone: (315) 255-7683 • Fax: (315) 255-7625

** All Rights Reserved*

PAST ISSUES OF “THE ADVOCATE”

Past issues of “The Advocate” can be read and/or downloaded for your reference at your convenience.

Simply go to our website at www.caybores.org, navigate through Management Services, then Labor Relations Service, then click the link to “The Advocate” newsletter.

NOTICE OF NON-DISCRIMINATION

The Cayuga-Onondaga BOCES does not discriminate on the basis of an individual’s actual or perceived race, color, religion, creed, ethnicity, national origin, citizenship status, age, marital status, partnership status, disability, predisposing genetic characteristics, sexual orientation, gender (sex), military status, veteran status, domestic violence victim status or political affiliation, and additionally does not discriminate against students on the basis of weight, gender identity, gender expression, and religious practices or any other basis prohibited by New York state and/or federal non-discrimination laws in employment or its programs and activities. The BOCES provides equal access to community and youth organizations.

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

Emily M. Brown
Labor Relations Specialist and Civil Rights Compliance Officer
1879 West Genesee Street Road
Auburn, NY 13021
(315) 255-7683
ebrown@caybores.org