



THE ADVOCATE

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Title IX Coordinators

In a *Dear Colleague* letter dated April 24, 2015, the U.S. Department of Education's Office for Civil Rights ("OCR") reiterated its expectations for Title IX coordinators operating within school districts. The letter and an accompanying resource guide for Title IX coordinators can be found at: <http://www2.ed.gov/policy/rights/guid/ocr/title-ix-coordinators.html>.

By law, each school district is required to have at least one employee designated as a Title IX coordinator. The position should never remain vacant. In larger districts, OCR suggests that a district designate more than one coordinator (e.g. one Title IX coordinator in each building), with one of the coordinators chosen as the lead.

Duties of a Title IX coordinator include coordinating compliance throughout the entire grievance procedure, receiving all complaints with Title IX implications, identifying and address patterns of discrimination, responding to requests for Title IX related information about the district, explaining Title IX requirements and related issues to the public and employees, and staying up to date with policies and procedures related to Title IX issues. Title IX coordinators should be free from other duties that would create conflicts of interest. In addition, they ought to report to upper level leadership (e.g. the superintendent) and should be granted the authority to fulfill the

requirements of the position. Coordinators are given special protection under the law from being discriminated and/or retaliated against for performing the duties of a Title IX coordinator.

Districts are required to make the role of the Title IX coordinator visible to everyone within the school community. Notices of nondiscrimination on the basis of sex, as well as, instructions to address such concerns with the Title IX coordinator are required in

"bulletins, announcements, publications, catalogs, application forms, or recruitment materials distributed to the school community, including all applicants for admission and employment, students and parents or guardians of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient." *Dear Colleague Letter*, 115 LRP 17625 at 5 (OCR 04/24/15); see also 34 C.F.R. § 106.9.

Such notices must also include contact information for the Title IX coordinator. In printed material, it is acceptable to identify the Title IX coordinator by position title and an email address, but the district's websites must contain all relevant contact information for the current coordinator(s) and ought to be easily found and accessed.

Districts are also expected to provide Title IX coordinators with training to stay current on all responsibilities and requirements of the position and any related state or federal laws. Such training is especially important when the designated employee has other

unrelated duties to perform and/or may not have an adequate background in Title IX issues.

The decision to appoint a particular Title IX coordinator should not be taken lightly. While Title IX issues may not be common within a district, when these issues arise a knowledgeable coordinator may provide the district with some amount of protection. Often times when allegations of sex discrimination proceed to litigation and a plaintiff seeks to hold a district liable for the acts of an employee, a key component in the defense analysis will be what, if anything, the district did when it found out about the alleged discrimination. Allowing a Title IX coordinator to ensure absolute compliance with the process as the sex discrimination complaint goes through the grievance procedure and to confirm that the inquiry into the complaint has been completed and an appropriate resolution has been reached may provide districts with a good defense in the face of possible litigation.



Is This Really an Employee's "Last" Chance?

Recently, a New York appellate court considered whether an employee had waived his right to appeal any potential future termination in a "last chance agreement." See *Matter of Gittens v. State Univ. of N.Y.*, 125 A.D.3d 473 (1st Dept. 2015). In *Gittens*, a hospital terminated an employee for taking leave under the Family Medical

Leave Act without obtaining prior approval from his department or the Office of Labor Relations. In court, the hospital argued that the employee did not have the right to appeal the termination or seek judicial review of that termination because he had waived those rights in a last chance agreement resolving previous misconduct. The trial court agreed with the hospital and dismissed the case. On appeal, the appellate court disagreed, vacated the trial court's judgment, and remanded the case for further proceedings.

When reviewing the case, the appellate court focused on the language in the first paragraph of the previously executed last chance agreement, which stated that the employee could be terminated for future misconduct that was the "same or similar" to the incident leading to the agreement and that the future termination could not be appealed. The third paragraph of the agreement stated, generally, that the employee could be terminated in the future for failing to follow policies and procedures. The third paragraph did not mention waiving judicial review.

The last chance agreement in this case arose from the terminated employee selling a DVD to a visitor of a patient in violation of the hospital's policies. The court found that taking unauthorized leave was not the "same or similar" type of misconduct as selling DVDs and, therefore, the first paragraph of the agreement could not be used to cutoff the employee's right to appeal or seek judicial review of his termination. The court indicated that the unauthorized leave was a violation of other hospital policies and procedures, and the terminated employee had not explicitly agreed to waive the right to seek judicial appeal for all future misconduct, just misconduct that was the "same or similar."

For school districts, the take away from this case is that courts will closely review last chance agreements and strictly

interpret them in favor of preserving an employee's rights. When drafting last chance agreements, administrators must pay close attention the language they use to make sure the agreement will be enforceable in court. If you have questions or need assistance in drafting last chance agreements, please contact our office or your District's legal counsel.



Reasonable Accommodations and Civil Service Law Terminations

Over the summer, an appellate court examined how New York Human Rights Law may impact a public employer's ability to terminate an employee pursuant to Civil Service Law Sections 71 and 72. *See Cohen v. State of N.Y.*, 129 A.D.3d 897 (2d Dept. 2015). In *Cohen*, a corrections officer sustained a work-related injury on June 8, 2004. She was unable to work and received workers' compensation benefits. When the employee did not return to work by May 9, 2005, over a year later, the Department of Corrections ("Department") sent the employee a notice of proposed termination pursuant to Civil Service Law Section 71.

The employee contested the termination and requested reinstatement prior to the effective date of termination. The Department denied the request for reinstatement and asserted that the employee had not shown that she was

medically fit to return to work. The employee also did not provide the Department with a date when she could return to full duty. On June 16, 2005, the employee informed the Department that she was scheduled to undergo hand surgery on August 5, 2005. On June 17, 2005, the Department terminated the employee.

In her lawsuit, the terminated employee argued that the Department discriminated against her based on disability by failing to provide a reasonable accommodation in the form of light duty or additional time for recovery. The Department argued that she had failed to request an accommodation. The trial court sided with Department and dismissed the case.

However, the appellate court reversed the trial court's dismissal of the disability discrimination claim. The court found that the terminated employee's "responses to the notice of proposed termination could reasonably have been understood as a request for accommodation, which [the Department] rejected by terminating the plaintiff's employment based on her inability to return to work within the one year permitted under Civil Service Law § 71." The appellate court indicated that Department could not show that it "engaged in a good faith interactive process" to assess the needs of the employee and whether her request for an accommodation was reasonable as required under the law.

This case demonstrates how broadly courts may interpret comments or communications from employees when considering whether there has been a request for an accommodation. When working with employees who may be seeking or entitled to an accommodation under ADA or New York Human Rights Law, school districts should be cognizant of the broad interpretation of these statutes and work to engage in the required interactive process when appropriate.

Federal and State Workplace Poster Requirements

Every year, school district administrators should review relevant federal and state workplace poster requirements. To the extent possible, school districts should place posters behind clear glass and under lock and key to prevent them from being removed or covered. Please take the time to review this recommended list and make sure your district is in compliance.

New York State:

- Minimum Wage Information - ***(Post conspicuously)***
- New York State Human Rights Law (Executive Law, Article 15)
- New York State Labor Law - Permitted Working Hours for Minors Under 18 Years of Age - ***(Post conspicuously)***
- Licensure and Employment of Persons Previously Convicted (Article 23-A of the Correction Law) - ***(Posting must be visually conspicuous in a location accessible to workers)***
- New York State Workers' Compensation Law ***(supplied by insurance carrier)***
- New York State Unemployment Insurance Law (Notice to Employees IA 133)
- You Have a Right to Know (New York State Department of Health) - ***(Post in every workplace at the location(s) where notices to employees are normally posted)***
- Job Safety and Health Protection (Public Employees Safety and Health Act) - ***(Post conspicuously)***
- Clean Indoor Air Act (Post "No Smoking" signs) - ***(Permanently post in every place where smoking is prohibited under the Act)***

Federal:

- Equal Employment Opportunity Act - ***(Post copies of the poster in conspicuous places available to employees, applicants for employment, and representatives of labor organizations with which there is a collective bargaining agreement)***

PLEASE NOTE: The Equal Employment Opportunity Commission (EEOC) has updated its "EEO Is the Law" poster to reflect descriptions of the Genetic Information Non-discrimination Act (GINA) as well as the ADA Amendments Act of 2008 (ADAAA).

- Federal Minimum Wage (Fair Labor Standards Act)
- Your Rights Under USERRA (Uniformed Services Employment and Reemployment Rights Act) - ***(Employers may provide the notice by posting it where employee notices are customarily placed.)***

Employers are also free to provide the notice in other ways such as distributing the notice by direct handling, mailing, or via electronic mail)

- Your Rights Under The Family and Medical Leave Act - Recently updated; see above article. ***(Post prominently where it can readily be seen by employees and applicants for employment)***
- Employee Polygraph Protection Act - ***(Post prominently where it can readily be seen by employees and applicants for employment)***

Please note that the above list may not be comprehensive for all school districts. To get more information on these requirements and to download copies of notices and/or posters, please visit: www.labor.state.ny.us/workerprotection/laborstandards/employer/posters.shtm (New York State Department of Labor) and www.dol.gov/compliance/topics/posters.htm (U.S. Department of Labor)

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%				
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%				
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%	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%				
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%				
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%				
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%				
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
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August 2015

NY-Northeastern New Jersey Area

1. All Urban Consumers	261.347	0.1	0.1
2. Urban Wage Earners & Clerical Workers	256.038	0.0	-0.3

U.S. City Average

1. All Urban Consumers	238.316	-0.1	0.2
2. Urban Wage Earners & Clerical Workers	233.366	-0.2	-0.3

September 2015

NY-Northeastern New Jersey Area

1. All Urban Consumers	261.887	0.2	0.3
2. Urban Wage Earners & Clerical Workers	256.386	0.1	-0.2

U.S. City Average

1. All Urban Consumers	237.945	-0.2	0.0
2. Urban Wage Earners & Clerical Workers	232.661	-0.3	-0.6

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-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								
Nov-15								
Dec-15								

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