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

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A Fond Farewell

In November of 1990, the "Advocate" featured an article welcoming Brent Cooley to the Office of Personnel Relations. With Brent's retirement at the end of February, we bid farewell to a long time colleague.

Brent came to the OPR after meeting and studying with another OPR alumni, Dr. Matthew Fletcher, at the Syracuse University College of Law, and he subsequently enjoyed an exceptional 26year career here. During that time, Brent has served school districts within the Cayuga-Onondaga BOCES components and throughout the OPR's service in the Finger Lakes Region. Brent has been with the BOCES through our years "on the hill" at the old BOCES site and here at our current campus, negotiated with unions through times of school district prosperity, as well as times of scarcity, and has seen many district administrators come and go.

We will miss Brent's work ethic and unique sense of humor as he leaves our family. All of us wish him well as he retires to spend time traveling and enjoying his family. To use a phrase Brent often said as he signed off with his clients ~ "take good care, Brent!"

Fondly,

Randy, Mark, Linda, Kelly, Emily, Ryan and Nick

THE OPR WELCOMES NICK MINDERLER

The Cayuga-Onondaga BOCES Office of Personnel Relations is pleased to announce the recent appointment of Nicholas Minderler as Labor Relations Specialist for the BOCES.

Nick graduated from Fordham University with a bachelor's degree in History and Music. After receiving his undergraduate degree, Nick worked in various fields before beginning law school at Thomas Cooley Law School in Michigan. After his first year, he transferred to SUNY at Buffalo Law School, where he graduated magna cum laude. While in law school, Nick worked at a small firm in Kenmore, New York, specializing in public sector labor law.

Following law school, Nick began his career at the DCMO BOCES in Norwich, New York as a Labor Relations Specialist. At DCMO, Nick began honing his skills in negotiations and increased his knowledge base of the widerange of issues faced by school districts on a daily basis. He is very excited about joining the OPR team and looks forward to meeting all of you.



Welcome New Chief School Officer

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

CHRISTOPHER STAATS, the recently appointed Chief School Officer at the HANNIBAL CENRAL SCHOOL DISTRICT



<u>Teachers'</u> <u>Association</u>: Are Agency Shop Fees Constitutional?

Friedrichs v.

California

On January 11, 2016, the Supreme Court heard oral argument in the case *Friedrichs vs. California Teachers' Association*, between a teachers union and a group of teachers who opted out of joining the union. The case was brought in California in the Ninth Circuit Court of Appeals strictly challenging cases upholding agency shop fees – it was based on no facts. If the plaintiffs prevail, unions stand to lose fees from both workers that oppose union positions and those who simply choose not to join while benefiting from the unions' efforts on their behalf.

The case arose because California is one of 25 states that collect fees from non-union members – New York is one of the 25 states that collect such fees. Known as an "agency shop" system, individual employees decide whether to be a part of the union, but if they choose not to become a member, they still must pay the portion of dues that goes to collective bargaining because they are covered by that contract and benefit from the union's bargaining efforts. The Supreme Court previously ruled that these fees are allowable as long as the money does not go towards a union's political activities without the member's permission.

At issue in this case is the court's 1977 precedent in *Abood vs. Detroit Board of Education*, 431 U.S. 209 (1977), which allowed government worker unions in certain states to collect "fair share" fees to cover the costs of collective bargaining, even from employees who did not join or support the union. This case eliminated the potential for "free riders." "Free riders" are members that enjoy the benefits of union membership without paying for the services. However, *Abood* has received its fair share of criticism. For instance, Justice Lewis Powell wrote in his *Abood* concurrence that publicsector unions are categorically different than private-sector unions, and everything they do, whether at the bargaining table or in supporting candidates with ads, is an attempt to extract favorable concessions from the government.

In 2014, Abood and agency shop fees were once again under scrutiny when the Supreme Court decided Harris v. Ouinn. 134 S. Ct. 2618 (2014). However, in that case, the Court avoided the issue of whether agency shop fees were constitutional and merely stated the employees in question, a group of healthcare workers. worked for individual patients and not the state. Nonetheless, the conservative members of the Court began suggesting in Harris that the line between a public-sector union's collective bargaining and its political activities is blurred because negotiations to increase the size and cost of government payrolls, for example, could also be considered a political issue. As a result, Harris opened the door for other cases challenging agency fees.

The legal dispute in *Friedrichs* began when Rebecca Friedrichs and several other public teachers from Orange County objected to supporting the California Teachers' Association. Full dues for California teachers who join the union are about \$1,000 a year, but even non-members like Friedrichs have to pay about \$650 on average for their share of the cost of collective bargaining. The plaintiffs allege that union shop fees violate their First Amendment Free Speech rights, because the money from the fees supports unwanted political activities. Thus, they argue agency shop fees are unconstitutional.

The pro-union argument dealt with the necessity of agency fees in maintaining proper representation. First, the defendants argued that many union issues are "mundane" and have no political significance, i.e. mileage reimbursement and safety. Second, union fees designated for collective bargaining or general representation helps maintain good working relationships. They argued that it is much more efficient to deal with one large union. rather than many separate unions or individual employees. Third, unions are abiding by the *Abood* decision. In other words, unions are not charging non-members with their share of costs for activities that qualify as political, but all members are assessed a fee for the "chargeable" expenses of representation, i.e., money spent for such things as "research, legal representation, conferring and consulting, communicating with members, trying to ascertain what the positions of all the workforce are before the union presents a policy." Overturning Abood, the defendants argued, would develop "free riders" who reap the benefits of membership without paying dues, which would lead to the general unraveling of union representation.

The anti-union argument was simply that all matters of negotiations are political because they involve the government and public funds. Thus, public employees cannot be forced to pay for viewpoints, whether in negotiations or blatant political activities, they do not support.

Throughout oral argument, the conservative justices led discussion and spoke negatively about mandatory agency fees. For example, Chief Justice John Roberts asked Solicitor General Edward Dumont, arguing for the defendants, for an example of a mundane collective-bargaining issue that "does not present a public policy question." The Solicitor General mentioned "mileage reimbursement rates" and "public safety." The Chief Justice quickly struck down this response, saying, "That's money. That's how much money is going to have to be paid to the teachers...And the amount of money that's going to be allocated to public education...that's always a publicpolicy issue." Since many issues relate to money, the Court did not appear to accept the argument that mundane issues do not involve public policy.

The union's argument concerning "free riders" was also not well received. Justice Kennedy said, "many teachers strongly, strongly disagree with the union's position." Charging teachers a fee, he suggested, doesn't solve the "free rider" problem, but instead makes them a "compelled rider" on those positions. Justice Kennedy appeared to imply that a member's right to free speech must be placed above the union's right to take agency fees.

On the other hand, not all justices were so quick to dismiss the defendants' arguments. For instance, Justice Breyer said, "We're talking about six people in a room bargaining about wages, hours and working conditions...That's pretty far removed from the heart of the First Amendment." Additionally, other liberal justices defended the *Abood* decision and worried about the stability and legitimacy of the Court, as well as the wide-ranging consequences on public sector bargaining and representation if the decision were overruled.

To make matters slightly more complicated, Justice Antonin Scalia, who many regarded as the swing vote in this case, passed away on February 13, 2016. Before the *Friedrichs* case, Justice Scalia favored upholding *Abood*, but his responses and questions at oral argument appeared as though he was ready to overturn the decision. Throughout the transcript, he appeared unconvinced that outlawing agency fees would lead to union demise. Noting that federal unions do not charge agency fees, Justice Scalia asked a lawyer for the defendants, "Why do you think the union would not survive without these fees charged?" He further said, "You're the one that's saying we need to do this because otherwise it won't survive. It seems to me the burden is on you to suggest why that's so." Scalia indicated that he did not believe the defendants met their burden.

Before Justice Scalia passed away, there would likely have been a hotly contested 5-4 decision in favor of overturning *Abood*, which would essentially end agency shop fees throughout the country, including New York. This would severely weaken union bargaining power and likely affect millions of contracts and jobs. Public employees would no longer be required to pay any fees, but could still reap the benefits of union membership. It is no surprise that this would weaken unions, because they would lose a substantial revenue stream that was previously used for paying staff, bargaining, and solving day-to-day union issues.

To put this in perspective, union memberships in states without mandatory agency shop fees are generally smaller than those in states that compel dues payments. Roughly 20 percent of public employees in right-to-work states belong to a union, compared to nearly 50 percent in agency shop states, according to the Union Membership and Coverage Database, which uses federal data to estimate annual membership in both the public and private sectors. The 12 states with the highest levels of public sector unionism are all agency shop states. In California, which ranks sixth in union membership, 55 percent are in a union. Nearly three-quarters of public employees are union members in New York.

Needless to say, public employers in New York State would feel the far reaching effects of a decision ruling that mandatory agency shop fees are unconstitutional, as they would likely be bogged down in litigation to determine how to proceed with unions going forward. If *Abood* is overturned, it is uncertain whether or not public sector contracts would immediately end and/or whom bargaining units would represent. When and how contracts would have to be negotiated, and on whose behalf, would likely have to be further argued in the lower courts. Furthermore, there would likely be large ramifications on PERB and its governing legislation. Finally, such a decision could have disastrous effects on union membership, since many employees may no longer decide to pay union fees.



A Recent Commissioner's Decision on Administrative Reorganization

There are many facets to studying and planning an administrative reorganization. It is crucial that you review your school district's plan for administrative tenure areas, as well as any relevant collective bargaining agreements. Further, an administrator, like a teacher, may not be assigned or transferred outside the tenure area of appointment, without the administrators written consent. *See Cowan v. Board of Educ. of the Brentwood UFSD*, 99 A.D.2d 831, 472 N.Y.S.2d 429 (2d Dept. 1984), *Matter of Zamek*, 10 Ed. Dept. Rep. 77, Decision No. 10,035 (1979).

It is important to note that administrative tenure areas are very different from teacher tenure areas. Specifically, the Commissioner of Education has said, "There are no clearly defined guidelines for determining the parameters of various administrative and supervisory tenure areas." *See Matter of Plesent*, 16 Ed. Dept. Rep. 3488, Decision No. 9,426 (1977). Each school district has the freedom to establish its own administrative structure; however, when challenged, the school district can protect itself by adhering to some "standards" such as:

- 1. Providing notice to the employee of their tenure status upon appointment to probation and to tenure;
- 2. Providing the employee with notice as to the duties of the position; and
- 3. Providing the employee with information as to whether the position is within a collective negotiating unit or not.

Some districts have opted for narrow administrative tenure areas, such as high school principal, elementary principal, Assistant Superintendent for Pupil Personnel Services, or Assistant Superintendent for Business. Other school districts have established broader administrative tenure areas such as administrator, principal, assistant principal, or assistant superintendent. The Commissioner has also upheld a school district's designation and maintenance of a single district wide tenure area of "administrator." See Matter of Roloff, 16 Ed. Dept. Rep. 274, Decision No. 9,392 (1977). However, if a school district frequently changes its administrative structure and tenure areas (for example, each time a new Superintendent is appointed), it is likely that the Commissioner will find that the school district has not adhered to the above "standards." As a result, the Commissioner may uphold an appeal involving challenges

to layoff and change of administrative assignment.

In a recent Commissioner's decision, the East Hampton Union Free School District appointed Charles Soriano as an assistant superintendent in the tenure area of "Administrator" in 2003 at a salary of \$140,000. This position was not part of the administrator's bargaining unit in the district. His employment was subject to an individual employment agreement with the board of education for a four (4) year term, which was subsequently extended through July 1, 2012. During the term of that employment agreement, the board of education awarded him tenure in August of 2006. Upon the expiration of his agreement, Mr. Soriano earned a salary of \$205,000.

In June of 2012, the East Hampton Board of Education approved a plan for administrative reorganization. Following the plan, Mr. Soriano was appointed to the position of middle school principal, a position that was included in the administrators' bargaining unit, at an annual salary of \$180,000 effective July 1, 2012. Mr. Soriano objected to the reduction in his salary from \$205,000 to \$180,000, but the Board did not change its actions. Mr. Soriano appealed to the Commissioner of Education.

In his appeal, Mr. Soriano argued that as a tenured administrator his salary and benefits may not be reduced except as a result of a disciplinary action pursuant to Education Law §§ 3020 and 3020-a. He also maintained that the terms of the expired employment agreement's survived. Mr. Soriano sought a decision restoring his salary, retroactive to July 1, 2012 and any intervening salary increases occurring under the terms of the labor agreement.

The school district stated that the reduction in Soriano's salary was reasonable and not arbitrary or capricious.

There was evidence that Soriano's new salary was set after consideration of multiple factors, including the salaries for comparable positions, salary reductions for other administrators, recent budget cuts, and the economic constraints of the district. The district argued that Mr. Soriano's employment agreement had expired and was no longer binding. Further, the district contended that the tenure statutes and the broad administrative tenure area do not require that the district maintain a salary level when an administrator is transferred to a new position within the same tenure area.

Commissioner Elia denied the appeal of Mr. Soriano, finding that Soriano's salary reduction was not a form of discipline. She also concluded that the Board's actions were not arbitrary or capricious. because she found that Mr. Soriano's salary reduction was not the result of any dissatisfaction by the Board of Education with his work performance. Moreover, the Commissioner cited case law standing for the proposition that a salary decrease cannot fall below the individual's starting salary. See Appeal of Cadicamo, 15 Ed. Dept. Rep. 274, Decision No. 9,167 (1976). aff'd sub nom. Bd. Of Educ., Mt. Sinai UFSD v. Nyquist, Sup. Ct., Albany Co., (Cobb, J. June 23, 1976). The evidence demonstrated that the salary set at \$180,000 in 2012 was above his starting salary in 2003, and thus, did not violate case law. Absent proof that the school board reduced Soriano's salary for some disciplinary reason, the salary reduction was deemed legal.

The Commissioner also contrasted Soriano's case from one involving a permanent civil service employee who suffered a lateral transfer resulting in a reduction of salary. In the classified civil service, such a reduction may only be imposed following a hearing pursuant to Civil Service Law § 75. Commissioner Elia did not extend this principle related to lateral transfers in the Civil Service cases to transfers within the same educational tenure area.

Next, the Commissioner turned to the arguments concerning the effect of Mr. Soriano being in the unit of administrators represented by a labor organization and the existence of certain terms of a collective negotiating agreement concerning salary. The labor agreement contained terms relating to first year salary for new administrators. Mr. Soriano had already sabotaged a perfectly good contract argument by conceding in his appeal papers that he was not a "new administrator" within the meaning of the agreement. As Mr. Soriano conceded that the terms of the agreement did not apply to him. there was no need for Commissioner Elia to make any decision on this issue.

While this case is interesting and provides a view as to what can happen as a result of administrative reorganization, it is likely to be limited to its facts. Most school districts do not establish such broad administrative tenure areas as did the East Hampton district. In addition, in a similar situation in another school district, the "aggrieved" administrator may well file and prosecute a grievance under the labor contract challenging the school district's actions as a violation of the agreement concerning salary payment. Here Mr. Soriano could not prosecute such a claim, as he conceded that the contract language did not apply to him. A good case could be made that the language could or should have applied to his situation. Another grievant in another school district might successfully assert that the matter should be decided by an arbitrator and not the Commissioner of Education, because the claim may be fashioned to be a claim for violation of the contract salary and benefits provisions. The result could be quite variable, as it could well depend upon the interpretation of the contract language and the view of "workplace justice" held by the arbitrator.

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

CAYUGA-ONO		OCES										
CATUGA-ONO	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-TIO		5										
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		
CENESEE VAL		EC										
GENESEE VAL	1-15	ES	4.20	2.00	2.00	2.00	3.00	3.00	3.00			2.93
Geneseo	1-15	4.20	4.20	2.00	2.00	2.00	5.00	5.00	5.00			2.75
GREATER SO.	TIER BOO	CES										
Hornell	7-13	4.40	4.00	2.20	2.00	2.50	2.75					2.98
OSWEGO BOC	ES											
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-SE	NECA-TI	OGA BO	CES							-		
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-SEN	NECA-TI	-		1			-			1		r
	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 - FINGI	ER LAKE		-								1	
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	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-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
									16 and 20 nt for on-s			
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	2.69	3.04	2.90	2.70	

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS (shaded areas = contract term) **CAYUGA-ONONDAGA BOCES** 2011-Date 2009-2010-2012-2013-2014-2015-2016-2017-2018-Avg. 2010 2011 2012 2013 2014 2015 2016 2017 2019 Settled 2018 BOCES 07-15 4.50 4.00 2.00 2.00 2.00 2.50 2.50 2.50 Aides (CSEA) 2.002.67 4.50 3.00 2.00 2.00 2.00 2.70 Tchr. Ass't Non-Instructional 06-15 4.50 4.50 2.00 2.00 2.00 2.002.50 2.50 2.75 Auburn Aides/Clerical (NYSUT) 06-10 3.45 3.35 3.35 3.00 1.00 2.002.002.59 Bus Drivers (CSEA) 05 - 133.65 3.30 3.30 2.900.002.25 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 3.50 Nurses (SEIU 200U) 04-12 3.50 2.00 0.00 2.00 2.20 **Cato-Meridian** 4.75 4.75 4.75 50¢/hr 50¢/hr 50¢/hr 75¢/hr 75¢/hr 75¢/hr 4.75 Aides/Ass'ts (SEIU 200U) Bus Drivers (CSEA) 4.75 3.30 2.51 07-13 2.002.00 2.002.00 2.00 2.00 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 3.00 Aides/Clerical(SEIU 200U) 09-12 3.00 3.00 3.00 3.00 3.00 3.00 **Bus Drivers** 07-11 3.00 2.00 2.002.002.25 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 06-13 1.00 1.00 1.00 1.00 Transportation Moravia 2.00 2.00 2.00 Aides/Ass't (CSEA) 07-12 4.00 4.00 4.00 0.00 2.57 07-12 4.00 4.00 2.00 2.00 2.00 **CSEA** 4.00 0.00 2.57 **Port Byron** Aides (SEIU 200U) 01-13 3.00 3.00 2.00 2.00 2.002.00 2.33 1.40 2.00 Cust./Maint. (CSEA) 06-13 3.00 3.00 1.60 2.00 2.00 2.14 1.40 Cafeteria (CSEA) 06-13 3.00 3.00 1.60 2.00 2.00 2.00 2.14 1.40 2.00 2.00 2.14 Nurse (CSEA) 06-13 3.00 3.00 1.60 2.00 01-13 3.00 3.00 2.00 2.00 2.00 2.00 2.33 Clerical (SEIU 200U) **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 2.41Cust./Maint (CSEA) 04-14 3.75 3.50 1.50 1.50 1.50 2.50 2.602.413.75 3.50 1.50 1.50 Nurses (CSEA) 04 - 141.50 2.50 2.60 2.4104-14 3.75 3.50 1.50 1.50 1.50 2.50 2.60 2.41Clerical (CSEA) So. Cayuga 3.70 2.00 2.50 2.50 2.50 45¢/hr 45¢/hr 45¢/hr 2.53 Aides (CSEA) 2.003.70 2.00 2.002.50 2.50 2.50 45¢/hr 45¢/hr 45¢/hr 2.53 Tchr. Ass't (CSEA) Bus Drivers (CSEA) 3.70 2.00 2.00 2.50 2.50 2.5045¢/hr 45¢/hr 45¢/hr 2.53 2.50 45¢/hr 45¢/hr Bus Mechanics (CSEA) 3.70 2.00 2.00 2.50 2.50 45¢/hr 2.53

VOLUME XXXVI

JANUARY/FEBRUARY 2016

REC	ENT AR	EA NO		FRUCT ed areas				SETTL	EMEN	NTS		
CAYUGA-ONONDAGA	BOCES c	ont'd								1		
	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 dr	ivers @ 9	% + 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 BOCI	ES		I									
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		İ			2.47
Comp & Tech	11-10	3.90	3.90	2.70	2.70	2.70	2.70					3.10

R	RECENT A	AREA N		TRUCT				ETTLE	MENTS	5		
	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 BOC	ES 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 BO	DCES											
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		1	•									
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-T	IOGA BO	DCES										
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		İ		3.07

F	RECENT	AREA N		STRUCT ded areas				ETTLE	MENT	S		
TOMPKINS-SENECA-	TIOGA E	BOCES of	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		İ			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 LAK	ES BOCI	ES										
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		1		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
		5.00	5.10	5.20	2.00	2.00	2.00	2.00				
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
												<u> </u>
	11.14	4.07	0.00	2.00	2.00	0.50	* 0.70	0.50				0.01
NYSUT	11-14	4.25	3.00	3.00	3.00	2.50	* 2.50 14 settlen	2.50	+ 15 d/b			2.96
						1100.			+ 13¢/Ш			
Manchester-S'ville			ļ	ļ		ļ						
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

R	ECENT	AREA N			TIONAI as = cont			ETTLE	MENTS	5		
WAYNE-FINGER LAKE	ES BOCE	S 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
	07 12	5.50	5.75	0.00	1.50	1.50	1.90	1.75				
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
COLA	04 15	4.50	4.50	4.50	2.15	2.00	2.00			ed on hire	e date	5.17
								2015	10 /0 040			
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
	07 15	5.75	5.00	5.00	2.00	2.00	2.00	2.00				2.51
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
	12 15				2.50	2.50	2.70	2.70	2.50			
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%	4.7%	Ũ
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%	4.8%	U
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%	5.1%	0
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%	5.5%	Ũ
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%	3.4%	U
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%	4.7%	0
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%	4.6%	0
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 <u>www.labor.state.ny.us</u>

CONSUMER PRICE INDICES

	INDEX 1982-84 BASE YEAR=100	% INCREASE FROM PRIOR MONTH	% INCREASE FROM PRIOR YEAR	
D	ecember 20)15		
NY-Northeastern New Jersey Are	1982-84 BASE YEAR=100FROM PRIOR MONTHFROM PRIOR YEARDecember 2015heastern New Jersey AreaAll Urban Consumers Urban Wage Earners & Clerical Workers260.558-0.40.7Vrban Wage Earners & Clerical Workers254.441-0.40.5			
1. All Urban Consumers	260.558	-0.4	0.7	
	254.441	-0.4	0.5	
U.S. City Average				
1. All Urban Consumers	236.525	-0.3	0.7	
en en en en en en en en en en en en en e	230.791	-0.4	0.4	

January 2016

NY-Northeastern New Jersey Area

 All Urban Consumers Urban Wage Earners 	260.342	0.2	0.8
& Clerical Workers	254.968	0.2	0.7
City Average			
 All Urban Consumers Urban Wage Earners 	236.916	0.2	1.4
& Clerical Workers	231.061	0.1	1.2

U.S.

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								
Mar-16								
Apr-16								
May-16								
Jun-16								
Jul-16								
Aug-16								
Sep-16								
Oct-16								
Nov-16								
Dec-16								

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