THE ADVOCATE

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

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Welcome New Chief School Officer

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

JARETT POWERS, the recently appointed Chief School Officer at the UNION SPRINGS CENTRAL SCHOOL DISTRICT

Best wishes!

IEPs Must Address Bullying

In July 2014, a federal court in New York issued a new standard pertaining to the development of individualized education programs (IEPs) for special needs students who have been subjected to bullying or harassment. In T.K. and S.K. v. New York City Dept. of Educ., 63 IDELR 256 (2014), the Eastern District of New York held that "a disabled student is deprived of a free appropriate public education (FAPE) when school personnel are deliberately indifferent to or fail to take reasonable steps to prevent bullying that substantially restricts a child with learning disabilities in her educational opportunities."

In T.K., it was alleged that a third grade student had become emotionally withdrawn, gained a significant amount of weight and had severe attendance issues after being subjected to repeated instances of bullying that were not adequately addressed by the school district. In response to the bullying allegations, the school district, during its annual review meeting, refused to let the parents discuss the bullying of their child, stating that it was not an appropriate subject for the IEP team to discuss. There were no previous IEP meetings prior to the annual review, despite the school district's knowledge of the bullying behavior and its adverse impact on T.K.

When the bullying allegations were eventually addressed, the IEP team focused on T.K's sensitivity. The court noted, "The record suggests that [T.K] was deemed, by her IEP team, to be herself responsible for the bullying by others and for its continuation." Rather than focusing on ways to prevent the bullying behavior from occurring again, the school district focused on changing T.K's behaviors, which the district deemed to have made her susceptible to bullying.

In ruling against the school district, the Court stated that where bullying is a concern, the school district must include an anti-bullying program in a student's IEP. A school district's failure to address bullying or harassment in a special needs student's IEP or Behavioral Intervention Plan (BIP) denies that student a FAPE.

The concerns of the Court in T.K. can be easily summarized. When a student with special needs is subjected to bullying or harassment that has an adverse impact on that student's education, the proper response is to implement strategies that will end the student. Implementing strategies to help the victim be less susceptible to bullying, or to be better able to cope with bullying, are insufficient.

Under T.K. parents can prevail in an impartial hearing or in litigation if they can establish the following:

1. the student must be the victim of bullying or harassment;

2. the school district must have knowledge of or reasonably should have known of the bullying;

3. the school district must have failed to take prompt and appropriate steps to prevent bullying in the future; and

4. the student must suffer adverse educational effects as a result of the bullying.

The decision handed down by the Eastern District of New York should not come as a surprise. In 2013, the U.S. Department of Education issued a Dear Colleague Letter that addressed the responsibility of a school district's IEP team to review a special needs student's IEP to address bullying and harassing behavior. The T.K. decision is a clear follow up to this Dear Colleague Letter.

Letters of Reprimand vs. Critical Evaluations

A recent decision from the Appellate Division highlights the importance in knowing the difference between critical evaluations and formal letters of reprimand. In Weinberger v. Elmsford Union Free School District, 2014 NY Slip Op 07360 (2d Dept. 2014), Nathanel Weinberger sought to have a letter removed from his personnel file. In responding to Mr. Weinberger's appeal, the Appellate Division noted that critical administrative evaluations could be included in a teacher's personnel file without the teacher being afforded the protections of Section 3020-a and found that the letter Mr. Weinberger "sought to have removed from his personnel file fell within the permissible range of administrative evaluation." Accordingly, the District "did not act unlawfully in making it part of [Mr. Weinberger's] personnel file without complying with Education Law § 3020-a."

In reaching this decision, the Appellate Division cited the Court of Appeals ruling in Holt v. Board of Education of Webutuk Central School District, 52 N.Y.2d 625 (1981). In Holt, the highest court in New York explained that when the purpose of

a letter is "to call the teacher's attention to relatively minor breach of school policy and to encourage compliance with that policy in the future," the letter falls within the permissible range for administrative evaluations even when it is "sharply critical."

In applying the Holt decision, the Commissioner of Education has previously described and applied the factors that are used to determine whether a letter will be viewed as a critical administrative evaluation or a disciplinary reprimand. *See, e.g.,* Appeal of Richardson, 24 Ed. Dept. Rep. 104, Decision No. 11,333. The factors that are used to make this determination are:

1. whether the letter is from the immediate supervisor or the Board of Education; and

2. whether the letter is directed towards future improvement or prior misconduct; and

3. whether the letter is a performance evaluation or a castigation for misconduct; and

4. the severity of the misconduct and the reprimand.

Administrators should carefully consider their choice of words and each of these factors when drafting critical evaluations. In some instances, the language that a school district would like to use in evaluations could raise concerns that a teacher is being subjected to discipline, and it could subject the district to potential litigation for an alleged failure to follow the procedures of Education Law § 3020-a. If this issue arises in your school district and you would like guidance regarding the permissible scope of evaluations or counseling memorandums, please do not hesitate to contact our office.

Beware of Retaliation

A school district can be vulnerable to claims of retaliation if it is not careful about how it reacts to those who engage in "protected conduct." Courts have long held that public employees do not surrender their First Amendment rights simply by virtue of their employment, which includes the right to complain of discrimination. Garcetti v. Ceballos, 547 U.S. 410, 417, 126 S.Ct. 1951, 1957, 164 L.Ed.2d 689 (2006). Therefore, employees cannot be disciplined for simply making a discrimination complaint, even if the complaint is found to be without merit.

Retaliation is when an **"adverse action"** is taken again someone or some organization because that person or organization engaged in a **"protected activity."** The legal elements of a retaliation claim are as follows: 1) the person or organization engaged in a protected activity; 2) the school district was aware of the protected activity; 3) they suffered an adverse action; and 4) the protected activity was at least a substantial or motivating factor in the adverse action.

A **protected activity** is any conduct taken by a person or organization in which they lawfully have the right to engage (e.g. employees who participate in union activities or employees who make complaints about harassment and discrimination). Federal and State Constitutions protect certain actions, including, but not limited to: bringing suit (even against their employer), speaking as a member of the public at a board of education meeting, participating in most types of investigations, or writing a letter to the editor that is subsequently printed in the local paper. Statutes protect some conduct as well, for example: complaining about discrepancies in wages, or disability accommodations, or safety issues. Please

note that this is not intended to be, nor is it, an exhaustive list.

A protected activity does not require that the complaining person or organization be accurate about the conduct being challenged, or correct in their belief about a situation, or litigate their claim(s) successfully. In other words, an employee who complains about harassment cannot be disciplined simply because a court or the State Division of Human Rights found no harassment. An employee who believes that they have been denied certain union rights cannot be penalized for the fact that they were mistaken about their interpretation of contract or the law. The law permits and protects such errors.

An **adverse action** may be anything that would keep or persuade people from engaging in the protected activity. Depending on the situation, adverse actions may include, but are not limited to: demotions, reductions in pay, transfers, change to work hours, public statements about confidential information, and/or derogatory statements about the person engaging in the protected conduct. This is not a comprehensive list, and unsuccessful complainants often find retaliatory offense in even the most routine changes to working conditions or district procedure.

To ultimately be successful, the complaining party must prove that the protected activity was at least a substantial or motivating factor in the resulting adverse action. This may be accomplished by a number of means, such as written or verbal statements and admissions. However, it is often shown through a close connection in the time between engagement in the protected activity and the adverse action.

So, what should a district do if it suspects that a complaint or statement has been made by someone or some entity out of malice, and the district wants to impose some sort of discipline or sanction? It is true that a person cannot escape discipline by simply complaining of discrimination, harassment, disability, or engaging in some other protected activity. However, the process for disciplining that person does become more difficult because of the possibility of a retaliation claim.

As an example, conducting a simple fact-finding investigation into allegations of misconduct, which include the actions of an employee who was engaging in a protected activity, does not normally constitute an adverse action against that employee. *See* Cox v. Onondaga Cnty. Sheriff's Dep't.,12-1526-cv, 16-17 (2d Cir. 2014) ("the law must give breathing room for such investigations to be carried out"). However, the Court in Cox, *supra.*, found that depending on the length and focus of the investigation, a fact-finding investigation could turn into an adverse action if it morphs into a process that creates a "hostile work environment, constructive discharge, or other employment consequences of a negative nature, or if conducted in such an egregious manner as to 'dissuade a reasonable worker from making or supporting a charge of discrimination.'" *Id.* (internal citations omitted). There is a fine line that must be walked.

Therefore, when deciding whether to investigate an allegation that a person has maliciously or falsely made claims against the district, the school district's attorney should be consulted to make sure that the investigation and any subsequent discipline does not create an adverse action or is done in a manner that would "dissuade" someone from engaging in the protected activity. At the very least, the school attorney should be contacted to ensure that the district has a solid defense to any potential retaliation claim. While a person cannot escape discipline for improper conduct, districts should avoid "knee-jerk" reactions and carefully plan out how to address their concerns.

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	Avg.
BOCES											
Aides (CSEA)	09-13	4.50	4.00	2.00	2.00	2.00	2.00				2.75
Tchr. Ass't		4.50	3.00	2.00	2.00	2.00					2.70
Custodial/Maint.	06-11	4.50	4.50	2.00	2.00	2.00					3.00
Clerical	06-13	4.50	4.50	2.00	2.00	2.00	2.00				2.83
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)	10-12	4.75	4.75	4.75	50¢/hr	50¢/hr	50¢/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)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Tchr. Ass't (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Bus Drivers (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				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	Avg.
So. Cayuga cont'd											
Bus Mechanics (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Cust./Maint (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Cafeteria (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Nurses (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Clerical (CSEA)	09-12	3.70	2.00	2.00	2.50	2.50	2.50				2.53
Union Springs											
Aides (SEIU 200U)	06-14 rollover	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 rollover	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50		2.56
Bus Drivers (CSEA)	06-14 rollover	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 rollover	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 rollover	4.00	4.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.61
Cafeteria (CSEA)	06-14 rollover	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 rollover	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50		2.56
Clerical (SEIU 200U)	06-14 rollover	3.00	3.00	3.00	2.00	2.00	2.50	2.50	2.50		2.56
Weedsport											
Aides (CSEA)	08-12	4.00	4.00	4.00	1.95	1.95	1.95				2.98
Bus Drivers (CSEA)	08-12	4.00	4.00	4.00	1.95	1.95	1.95				2.98
Bus Mechanics (CSEA)	08-12	4.00	4.00	4.00	1.95	1.95	1.95				2.98
Cust/Maint. (CSEA)	08-12	4.00	4.00	4.00	1.95	1.95	1.95				2.98
Nurses		4.00	4.00	4.00							4.00
Clerical		4.00	4.00	4.00							4.00
C-O BOCES Avg.		**3.74**	**3.29**	**2.54**	**2.09**	**1.90**	**2.27**	**2.27**	**2.40**	**2.50**	
BROOME-TIOGA BOCES											
Chenango Valley											
Non-Instruct. (NYSUT)	11-10	4.10	3.30	3.30	3.30						3.50
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		2.79
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	03-11	$0.60	3.00	3.00	3.00						3.00
Owego-Apalachin											
NYSUT	02-13	3.80	3.90	4.00	0.00	1.99	1.99				2.61

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	Avg.
BROOME-TIOGA BOCES cont'd											
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
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)	05-13		3.30	0.00	2.25	2.25					1.95
B-T BOCES Avg		**3.86**	**3.72**	**2.95**	**2.57**	**2.47**	**2.61**				
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	11-12	4.00	2.50	2.50	2.20						2.80
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	04-12	3.25	3.50	1.95	2.25	2.50					2.69

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	Avg.
South Seneca											
Local	06-13	4.50	5.00	5.00	1.00	2.00	2.00	2.00			3.07
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**	**2.38**	**2.69**	**2.38**	**3.00**		
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
Clerical/Aides (NYSUT)		3.85	3.85								3.85
Food Service (Unaffil.)		4.00	3.00	3.50	4.00	2.25	2.25				3.17
B. 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				3.13
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	08-12	3.00	3.10	3.20	2.00	2.00	2.00				2.55
Gananda											
CSEA	06-13	4.00	2.50	2.50	1.40	2.80	2.80	2.80			2.69
Geneva											
CSEA	04-13	4.00	4.00	0.00	2.00	2.00	2.00				2.33
Gorham-Middlesex											
Bus Drivers (NYSUT)	04-13	3.70	3.70	3.70	1.90	2.25	2.25				2.92
Cust./FoodServ (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
						+15¢/hr	+15¢/hr	+15¢/hr			
Manchester-S'ville											
CSEA	12-12	5.80	5.50	1.80	1.00	1.90	1.90				2.98

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	Avg.
Marion											
CSEA	03-13	3.50	3.50	3.50	1.75	1.75	1.75				2.63
Naples											
CSEA	08-13	4.00	3.25	3.50	3.50	2.70	2.70	2.70			3.19
Newark											
Custodians (CSEA)	02-12	3.80	2.95	2.50	1.25						2.63
Tchr Aides/Asst (NYSUT)		3.75	2.50	2.30	open						2.85
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	05-12	3.90	3.90	3.90	2.25	2.25	2.25				3.08
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	01-13	4.50	4.50	4.50	2.75	2.00	2.00				3.38
Romulus											
CSEA	10-13	4.34	4.32	4.00	1.50	1.50					3.13
Seneca Falls											
NEA/NYSUT	02-12	3.50	3.5	2.00	2.00	2.00	2.00*	*(added to 2011-14 agreement)			2.50
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	01-12	4.40			2.50	2.50					3.13
Williamson											
CSEA	01-11	5.00	5.00	2.70	2.80	3.00					3.70
WFL BOCES Avg.		**3.97**	**3.68**	**3.13**	**2.85**	**2.27**	**2.29**	**2.38**	**2.63**		

AREA UNEMPLOYMENT RATES

New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	7.3%	7.7%	7.2%	6.1%	6.4%	6.5%	6.7%	6.1%	5.6%				
2013	9.1%	8.6%	8.0%	7.4%	7.5%	7.8%	7.8%	7.5%	7.4%	7.3%	6.8%	6.6%	7.7%

Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	7.4%	7.6%	7.1%	5.8%	6.1%	6.2%	6.4%	6.0%	5.7%				
2013	9.3%	8.9%	8.2%	7.5%	7.4%	7.7%	7.5%	7.1%	7.1%	6.8%	6.6%	6.5%	7.6%

Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	7.5%	7.8%	7.2%	5.6%	5.7%	5.5%	5.8%	5.6%	5.1%				
2013	9.2%	9.0%	8.2%	7.3%	6.7%	6.9%	6.9%	6.6%	6.4%	6.3%	6.2%	6.2%	7.2%

Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	8.0%	8.2%	7.6%	6.1%	6.4%	6.5%	6.8%	6.3%	6.0%				
2013	9.7%	9.2%	8.4%	7.6%	7.5%	8.0%	7.8%	7.4%	7.4%	7.1%	7.0%	7.0%	7.8%

Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	4.9%	4.9%	4.4%	3.5%	4.1%	4.5%	4.8%	4.4%	3.9%				
2013	6.3%	5.5%	5.0%	4.6%	4.9%	5.6%	5.6%	5.4%	4.7%	4.6%	4.2%	4.0%	5.0%

Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	7.3%	7.7%	7.0%	5.7%	5.5%	5.4%	5.4%	5.0%	4.9%				
2013	9.2%	9.0%	8.3%	7.3%	6.7%	6.7%	6.3%	5.8%	5.9%	5.7%	5.8%	6.0%	6.9%

Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2014	7.0%	7.2%	6.7%	5.5%	5.8%	5.8%	6.1%	5.8%	5.5%				
2013	8.7%	8.3%	7.7%	7.1%	7.0%	7.1%	7.2%	6.8%	6.8%	6.5%	6.2%	6.1%	7.1%

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
September 2014			
NY-Northeastern New Jersey Area			
1. All Urban Consumers	261.074	0.0	1.0
2. Urban Wage Earners & Clerical Workers	256.945	0.1	1.0
U.S. City Average			
1. All Urban Consumers	238.031	0.1	1.7
2. Urban Wage Earners & Clerical Workers	234.170	0.1	1.6
October 2014			
NY-Northeastern New Jersey Area			
1. All Urban Consumers	260.500	-0.2	1.3
2. Urban Wage Earners & Clerical Workers	256.022	-0.4	1.2
U.S. City Average			
1. All Urban Consumers	237.433	-0.3	1.7
2. Urban Wage Earners & Clerical Workers	233.229	-0.4	1.5

COST OF LIVING UPDATE

	ALL CITIES				NY - NORTHEASTERN NEW JERSEY			
Month	Revised Wage Earner Index	%	All Urban Consumers Index	%	Revised Wage Earner Index	%	All Urban Consumers Index	%
Jan-12	223.2	3.1	226.7	2.9	245.5	3.0	249.3	2.8
Feb-12	224.3	3.1	227.7	2.9	246.5	2.8	250.3	2.6
Mar-12	226.3	2.9	229.4	2.7	248.2	2.7	245.1	2.6
Apr-12	227.0	2.4	230.1	2.3	248.7	2.5	245.9	2.4
May-12	226.6	1.6	229.8	1.7	249.0	1.9	252.7	1.8
Jun-12	226.0	1.6	229.5	1.7	248.5	1.6	252.4	1.6
Jul-12	225.6	1.3	229.1	1.4	248.2	1.2	252.0	1.1
Aug-12	227.1	1.7	230.4	1.7	249.7	1.5	253.5	1.4
Sep-12	228.2	2.0	231.4	2.0	251.0	1.7	254.6	1.6
Oct-12	228.0	2.2	231.3	2.2	250.5	1.7	254.3	1.7
Nov-12	226.6	1.7	230.2	1.8	250.6	2.1	254.3	2.0
Dec-12	225.9	1.7	229.6	1.7	249.5	2.0	253.6	2.1
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	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								
Dec-14								

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