



# THE ADVOCATE

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45 years.

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# CHANGES TO “CALL-IN” PAY



The New York Department of Labor will begin implementing changes to its regulations regarding “call-in” pay, (see, <https://www.labor.ny.gov/workerprotection/laborstandards/pdfs/employee-scheduling-proposed-rule.pdf>). These changes will affect non-teaching staff.

Under current regulations, if an employee is sent home by his/her employer after reporting-for-work, the employer is obligated to pay that employee either four (4) hours of “call-in” pay or for the hours of the employee’s regularly scheduled shift if the regularly scheduled shift is less than four (4) hours. The rate of “call-in” pay is the basic minimum hourly wage. An employer is not currently penalized if the employer cancels an employee’s shift beforehand or if the employer orders an employee to work a shift.

Governor Andrew Cuomo’s stated purpose for the proposed amendments to these regulations is to address difficulties that could arise for workers with childcare, or other obligations, which may be upended with last-minute changes to a work schedule. The regulations now include four (4) more scenarios in which an employee should receive “call-in” pay in addition to “call-in” pay for a shift cancellation after the employee reports-to-work. The four (4) new scenarios are as follows:

- Unscheduled shift - “Call-in” pay of

an additional two (2) hours shall be paid if an employer requests or gives permission for an employee to work any shift that was not scheduled at least 14 days in advance.

- Cancelled shift - “Call-in” pay of two (2) hours must be given to employee whose shift is canceled within 14 days of the shift. “Call-in” pay of four (4) hours must be given to employee whose shift is canceled within 72 hours of the shift.

- On-call - Employees who are required to be on-call to work will receive four (4) hours of pay.

- Call for schedule - Employers must pay an employee four (4) hours of “call-in” pay if the employee is required to call within 72 hours to see if he/she should report to work.

The minimum rate for “call-in” pay is the basic minimum hourly rate, but is not calculated for overtime purposes if the hours are not actually worked. If the employee reports-for-work and has his/her shift canceled or has his/her shift cancelled within 14 days before reporting, then the “call-in” pay may be reduced to either the “call-in” hours or the normal work hours, whichever is less.

These impending changes will raise questions around school district practices related to weather cancelations, the use of substitutes, and filling last-minute bus runs. Therefore, it is important to know what the exceptions are to the “call-in” pay regulations, which are as follows:

- Employees covered by a collective bargaining agreement are not subject to the regulations, if the agreement expressly addresses the issue of “call-in” pay and provides for “call-in” pay.
- The four (4) new scenarios do not apply to employees whose duties

are directly dependent on weather conditions, **if** the employees also receive weekly compensation that exceeds the basic minimum wage rate for the hours worked.

- Unscheduled shifts may be given to a new employee for the first two (2) weeks of employment without “call-in” pay.
- “Call-in” pay is not applicable to unscheduled shifts **if** an employee volunteers to cover a new shift or previously scheduled shift.

It is assumed that an employee has “volunteered” to cover a new or previously scheduled shift if the employer provides a written good faith estimate of hours to all employees upon hiring (this may be later amended by the employer with two (2) weeks’ notice or at the employee’s request), **and** if the request to cover a new or previously scheduled shift is either: (i) made by the employee whose shift would be covered; or (ii) made by the employer in a written communication to a group of employees requesting a volunteer from among the group and identifying a reasonable deadline for responses. If no employee volunteers prior to the deadline, and the collective bargaining agreement does not otherwise state, the employer may assign an employee to cover the shift without the additional “call-in pay” otherwise required for unscheduled shifts.

- “Call-in” pay for unscheduled or canceled shifts does not apply in response to weather conditions, **if** the employees have the option of voluntarily reducing or increasing his/her scheduled hours.
- “Call-in” pay does not apply when an employee requests time off or if work cannot begin because of a matter outside the control of the employer.

Time and litigation will better inform our understanding of how the new “call-in” pay scenarios will be implemented and what the scope of the exceptions will be; however, there are some things school districts should do to prepare for the changes. Districts should not ignore the new regulations simply because its employees are covered under collective bargaining agreements. If the agreements do not expressly provide for when, how, and how much unit members will receive for “call-in” pay then the agreements will not protect the district. Such language should be considered when negotiating future contracts.

For situations similar to employees being called in for snow removal or to fill bus runs, districts should make sure that employees called in to work before or after their regularly scheduled shifts are “voluntary.” Depending on the nature of a district’s contract, this work may be scheduled on a rotating basis. In such cases, districts may also make use of the volunteer exception if the employees on the rotating list have the option of being on the list or not, or to decline the work.

From the language of the regulation and the proposed changes, this law does not appear to apply to substitutes. However, it is foreseeable that someone may try to litigate an argument that a substitute used to fill a shift that is not otherwise encumbered by an employee could be considered an “employee” for this purpose.

If you believe that a practice in your district may create a “call-in” pay liability, please contact your labor relations specialist or attorney. Since it is unclear what the effects of these new regulations will have in school districts, please inform our office of any communications from unions about these issues.



## COMMONLY-ASKED QUESTIONS IN FMLA IMPLEMENTATION

One of the most frequent subjects of questions to our office is the Family and Medical Leave act – the “FMLA.” Questions often arise on how the FMLA should be implemented in certain circumstances. This article will present answers to three common (but complicated) questions.

### ***Can an employee “defer” the use of FMLA time if he/she is entitled to contractual unpaid leave time?***

In a nutshell, the FMLA guarantees an eligible employee a 12-week “allowance” of protected time during a given 12-month period if absent from work for a qualifying reason. Qualifying reasons include serious health conditions, birth or adoption of a new child, caring for a family member suffering from a serious health condition, or care of an injured military family member. During FMLA-covered time off, an employee may not be terminated for missing work and group health benefits must be maintained.

It is common for an employee expecting to take a lengthy leave of absence for an FMLA-qualifying reason to ask for “deferral” of the 12-week allowance. This usually occurs

when the employee’s leave of absence is fully covered by a provision in a collective bargaining agreement, such as maternity leave or a medical leave of absence.

For example, an employee expecting to have major surgery 10 weeks before the end of the school year might request a 10-week leave of absence pursuant to the contract. If the contract duplicates all the same protections as the FMLA, the FMLA’s protections become redundant. So, the employee might ask the school district not to count the 10 weeks of surgical leave against her 12-week FMLA allowance. The employee wishes to hold as much of the 12-week FMLA allowance in reserve as possible, just in case an unforeseen circumstance arises in the near future, such as a sick family member or some other scenario not covered by a contractual leave of absence. If that situation ever arose, the employee would have all 12 weeks of FMLA allowance remaining, not just two weeks.

It would be improper and imprudent for a school district to grant the employee’s request. According to the text of the FMLA regulations, in 29 CFR § 825.300(d), “[t]he employer is responsible in all circumstances for designating leave as FMLA-qualifying . . . . When the employer has enough information to determine whether the leave is being taken for an FMLA-qualifying reason . . . the leave will be counted as FMLA leave.” Therefore, all leave which is taken on account of a serious health condition (such as major surgery in this example) *must* be counted against the employee’s 12-week FMLA allowance. They must be counted whether or not the employee actually needs the FMLA’s protection during that period of time. Employees do not have the right to defer their use of FMLA-covered time, or to choose the specific absences which will count against their allowance. In the example above, all 10 weeks of surgical absence must be counted against the employee’s allowance, and the employer should notify the employee accordingly.

***Are employees allowed to take FMLA-covered absences on an unpaid basis, without expending accrued sick leave?***

The answer to this question depends on each school district's individual policy. According to 29 CFR § 825.207(a), the employee gets the choice by default. The FMLA gives the employee the option of taking unpaid leave for any FMLA-covered absence, or choosing to apply accrued leave time.

However, the FMLA also gives the employer the right to override the default by establishing a controlling policy. Any school district that wishes to mandate the use of accrued leave during an FMLA-required absence may create a policy to that effect. A clear policy is required before the rule may be enforced against an employee. Any school districts wishing to *require* the use of paid leave should check to ensure that they have a written policy containing that rule. If no such policy exists, they should create one. Additionally, such a policy must apply equally to all employees. Either all employees are required to use accrued leave time during FMLA-covered absences, or all must have the choice to take unpaid leave. Please note that a change in this regard may be subject to collective negotiations.

***How does an employer correctly determine if a low-hours employee is eligible to receive FMLA benefits?***

Not all school district employees are eligible to take FMLA-covered time. To be eligible, an employee must have been employed with the school district for at least 52 weeks and must have at least 1,250 hours of service during the preceding 12 months. Many types of school district employees, such as bus drivers, cafeteria workers, and various part-time employees may fall on the bubble of eligibility.

Not all school districts determine FMLA

eligibility correctly. Commonly, school districts might look at payroll records to see if the hours surpass 1,250. That is not the right method to use. According to 29 CFR § 825.110, the term "hours of service" is defined as the "hours an employee has worked for the employer within the meaning of the Fair Labor Standards Act." That definition is important, because it effectively limits "hours of service" to time spent actively performing one's job. It *excludes* paid holidays, sick leave, personal leave, vacation time, or any other non-working time typically included in payroll records. To ensure an accurate eligibility determination, a school district must look *only* at an employee's actual working hours to see if they exceed 1,250 over the previous 12 months.

Note, however, that vacation time and other forms of paid leave do count towards the 52-week length of employment requirement. As defined in 29 CFR § 825.110, the length of employment includes all weeks the employee is "maintained on the payroll," regardless of how many hours they work during a given week (or even if they work no hours at all). If an employee takes a full week of vacation, that week would still count toward the 52-week requirement. Likewise, 10 month employees who remain "on the payroll" over the summer months would become FMLA-eligible upon their 52-week anniversary, even though they performed no services during the summer. Further, the 52-week requirement can be met by combining 2 or more periods of service with the school district, even if there was a break in service.

As always, please contact the Office of Personnel Relations if you have any questions concerning implementation of the Family and Medical Leave Act.

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

CAYUGA-ONONDAGA BOCES												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	AVG.
BOCES	1.50	1.75	2.25	2.25	2.25	2.50	2.70	2.75	2.80			2.31
Auburn	3.00	0.00	2.25	2.25	2.60	2.60	2.60	2.70	2.75	2.80	2.85	2.40
Cato-Meridian	3.80	2.00	2.00	2.00	2.70	2.60	2.50	2.85	2.85			2.59
Jordan-Elbridge	0.50	2.01	2.18	2.50	2.50	2.50	2.80	2.80	2.80			2.29
Moravia	2.00	2.00	0.00	2.50	2.50	2.50	2.90	2.85	2.80			2.23
Port Byron	2.00	2.00	2.00	2.00	2.50	2.60	2.70	2.60				2.30
Skaneateles	1.50	1.50	1.50	2.50	2.60	2.75						2.06
So. Cayuga	2.00	2.00	2.00	2.25	2.25	2.75	2.75	2.75				2.34
Union Springs	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.75	2.80	2.85		2.39
Weedsport	0.00	2.00	2.00	2.00	2.50	2.50	2.75	2.75	2.75			2.14
	<b>1.83</b>	<b>1.73</b>	<b>1.82</b>	<b>2.23</b>	<b>2.49</b>	<b>2.58</b>	<b>2.69</b>	<b>2.76</b>	<b>2.79</b>	<b>2.83</b>	<b>2.85</b>	
BROOME-TIOGA BOCES												
Chenango Valley	2.75	2.75	2.75	2.75	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00	2.81
Deposit	2.50	2.00	2.50	2.50	3.00	3.00	3.00	2.99				2.69
Maine-Endwell	4.50	4.50	2.60	2.80	2.95	2.95	2.95	2.95				3.28
Owego-Apal.	2.95	2.95	2.00	2.00	2.95	2.85	2.75					2.64
Union-Endicott	2.70	2.70	2.70	2.70	2.60	2.90	2.90	3.50	3.50	3.00	3.00	2.93
Vestal		\$1,500	2.60	2.95	2.95	2.95	3.00	3.00	3.00	3.00		2.93
Whitney Point	3.50	0.00	2.20	2.20	2.50	2.60	2.70					2.24
	<b>3.15</b>	<b>2.48</b>	<b>2.48</b>	<b>2.56</b>	<b>2.81</b>	<b>2.86</b>	<b>2.86</b>	<b>3.11</b>	<b>3.17</b>	<b>3.00</b>	<b>3.00</b>	
GENESEE VALLEY BOCES												
Geneseo	2.00	2.00	2.00	3.00	3.00	3.00	3.75	3.60	3.50			2.87
OSWEGO BOCES												
Hannibal	0.00	1.75	1.75	2.20	2.20	2.20	2.75	3.00	3.00	3.00		2.19
Oswego	0.00	1.75	2.00	2.00	2.00	0.00	3.00	3.00	3.00			1.86
	<b>0.00</b>	<b>1.75</b>	<b>1.88</b>	<b>2.10</b>	<b>2.10</b>	<b>1.10</b>	<b>2.88</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>		
TOMPKINS-SENECA-TIOGA BOCES												
BOCES	4.00											4.00
Candor		2.00	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500						1.80
Dryden	2.60	3.00	3.00	3.00	3.00	3.05						2.94
Groton	3.50	3.50	2.50	2.60	2.70	2.70	6.00	6.00				3.83
									% depends on years			
Ithaca	2.00	2.00	2.00	2.00	2.00	4.50	\$1,930	3.00				2.50
Lansing	3.50	2.70	2.70	3.00	3.00	3.25	2.85	2.90	2.65			2.95
Newfield	2.00	2.00	3.00	3.50	2.75	2.50	3.25	3.00	3.25			2.81
South Seneca	1.50	1.50	2.45	2.45	1.45	2.75	3.25	3.25				2.33
Trumansburg	2.70	2.70	3.00	3.00	2.50	3.00	3.25	3.50	3.50			3.02
	<b>2.73</b>	<b>2.43</b>	<b>2.58</b>	<b>2.79</b>	<b>2.49</b>	<b>3.11</b>	<b>3.72</b>	<b>3.61</b>	<b>3.60</b>			

## RECENT AREA TEACHER CONTRACT SETTLEMENTS

### WAYNE - FINGER LAKES BOCES

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	AVG.
BOCES	1.90	1.90	2.50	2.45	2.45	3.00	3.00					2.46
Bloomfield	3.60	3.35	1.98	2.00	2.00							2.59
Canandaigua	3.85	2.00	2.69	2.65	2.57							2.75
Clyde-Savannah	5.00	2.25	2.25	2.25	2.25	3.50	3.25	3.25	3.00			3.00
Dundee	2.60	2.50	2.50	3.00	3.30	3.40	2.50	4.00	3.25	3.25		3.03
Gananda	2.75	2.60	2.60	2.75	3.00	3.00	3.20					2.84
Geneva	4.15	2.00	2.00	2.00	3.00	3.50	3.50	2.50				2.83
Gorham-Middlesex	2.25	2.25	2.50	2.50	2.50	3.00	3.00	3.00	3.00			2.67
Honeoye	2.50	2.50	2.50	2.75	2.75	2.90	3.30	3.30	3.35	3.45		2.93
Lyons	3.37	3.88	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200				2.95
Manchester-Shortsville	1.80	2.00	2.00	2.00	2.50	3.00	2.50	2.50	2.50			2.31
Marion	2.80	2.00	2.00	2.40	2.25	3.00	3.25	3.50	3.65			2.29
Naples	2.25	2.25	2.25	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25	2.74
Newark	2.50	1.25	2.50	2.50	3.00	3.00	3.00	3.25	3.10	3.20		2.73
N Rose-Wolcott	1.00	2.47	1.90	2.00	2.30	3.50	3.50	3.30	3.30	3.30		2.66
Palmyra-Macedon	3.90	2.48	3.90	2.50	1.75 + \$500	2.75	2.75	2.75				3.00
Penn Yan	2.29	2.29	1.90	2.00	2.00	2.30	3.00	3.00	3.00			2.10
Phelps-CI Springs	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.64
Red Creek	2.75	2.75	2.50	2.40	2.40	4.00	3.25	3.00	2.50			2.84
Romulus	3.50	3.50	1.50	1.50	5.00	3.00	3.00	3.00				3.00
Seneca Falls	3.50	3.45	2.00	2.00	3.00	2.75	2.50	2.00				2.65
Sodus	3.80	2.00	2.00	2.20	3.00	3.00	3.30	3.30				2.83
					* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members							
Victor	4.00	2.00	2.50	2.50	3.10	3.10	3.10					2.90
Waterloo	3.72	2.00	1.50	1.75	1.95	3.00	3.00	3.50	3.50	3.25	3.25	2.77
Wayne	3.00	2.00	3.00	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00	2.90
Williamson	3.00	2.00	2.25	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15	2.75
	<b>3.03</b>	<b>2.41</b>	<b>2.29</b>	<b>2.27</b>	<b>2.70</b>	<b>3.10</b>	<b>2.94</b>	<b>3.05</b>	<b>3.06</b>	<b>3.32</b>	<b>3.16</b>	

Denotes Current Contract  
Denotes Previous Contract

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

<b>CAYUGA-ONONDAGA BOCES</b>												
	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>Avg.</b>
<b>BOCES</b>												
Aides (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.70	2.75	2.80		2.38
Tchr. Ass't	2.00	2.00	2.00	2.00	2.50	2.50	2.70	2.75				2.31
Non-Instructional	2.00	2.00	2.00	2.00	2.50	2.50	2.70	2.75				2.31
<b>Auburn</b>												
Aides/Clerical (NYSUT)	3.35	3.00	1.00	2.00	2.00	2.60	2.60	2.60				2.39
Bus Drivers (CSEA)	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60				2.31
Cust/Maint. (CSEA)	3.30	2.90	0.00	2.25	2.25	2.60	2.60	2.60				2.31
Nurses (SEIU)	2.00	0.00	2.00									1.33
<b>Cato-Meridian</b>												
Aides/Ass'ts (SEIU)	4.75	50¢/hr	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr					4.75
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25		2.15
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25		2.15
<b>Jordan-Elbridge</b>												
Aides/Clerical(SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50	2.80				2.79
Bus Drivers	2.00	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.19
Cust./Maint (SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50	2.80				2.79
Cafeteria (SEIU)	3.00	3.00	3.00	3.00	2.50	2.50	2.50	2.80				2.79
Transportation			1.00	1.00	1.00							1.00
<b>Moravia</b>												
Aides/Ass't (CSEA)	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75				2.28
CSEA	4.00	2.00	0.00	2.00	2.00	2.75	2.75	2.75				2.28
<b>Port Byron</b>												
Aides (SEIU)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50				2.25
Cust./Maint. (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Cafeteria (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Nurse (CSEA)	1.60	1.40	2.00	2.00	2.00	2.50	2.50	2.50				2.06
Clerical (SEIU)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	2.50				2.25
<b>Skaneateles</b>												
Aides (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Tchr Ass't (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Cust./Maint (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Nurses (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
Clerical (CSEA)	1.50	1.50	1.50	2.50	2.60							1.92
<b>So. Cayuga</b>												
Aides (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
Tchr. Ass't (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
Bus Drivers (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
Bus Mech (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
Cust./Maint (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
Cafeteria (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45



**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

<b>CAYUGA-ONONDAGA BOCES cont'd</b>												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
<b>So. Cayuga cont'd</b>												
Nurses (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
Clerical (CSEA)	2.00	2.50	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75%	50¢/hr		2.45
<b>Union Springs</b>												
Aides (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50		2.45
Tchr. Ass'ts (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50		2.45
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Bus Mech (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Cust/Maint. (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Cafeteria (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00		2.45
Nurses (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50		2.45
Clerical (SEIU)	3.00	2.00	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50		2.45
							* @ % + \$250					
<b>Weedsport</b>												
Aides (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75		2.56
Bus Drivers (CSEA)	4.00	1.95	1.95	1.95	2.50	*2.50	*2.50	2.75	2.75	2.75		2.56
					*Bus drivers @ % + 30¢							
Bus Mech (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75		2.56
Cust/Maint. (CSEA)	4.00	1.95	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75		2.56
Nurses, Clerical	4.00											4.00
<b>C-O BOCES Avg.</b>	<b>2.55</b>	<b>2.09</b>	<b>1.90</b>	<b>2.26</b>	<b>2.34</b>	<b>2.49</b>	<b>2.54</b>	<b>2.70</b>	<b>2.75</b>	<b>2.75</b>		
<b>BROOME-TIOGA BOCES</b>												
<b>Chenango Valley</b>												
Non-Instruct. (NYSUT)	3.30	3.30	2.25	2.50	2.90	3.00	3.00	3.00	3.00			2.92
<b>Deposit</b>												
CSEA	4.00	2.00	2.00	3.00	3.00	3.00	3.00	3.00				2.88
<b>Maine-Endwell</b>												
Cust./Maint.	2.00	2.00	2.00	50¢/hr	50¢/hr	50¢/hr						2.00
School Lunch	4.60											4.60
Supp Staff	4.50	4.50	2.95	3.00	3.15							3.62
Transp	3.00	3.00	\$600	\$700	\$800							3.00
<b>Owego-Apalachin</b>												
NYSUT	4.00	0.00	1.99	1.99	2.50	2.50	2.50					2.21
<b>Union Endicott</b>												
Cafe. Workers	2.70	2.70	2.70	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00	2.84
Cent Office	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00	2.87
Comp & Tech	2.70	2.70	2.70	2.70	2.70	2.70		3.00	3.00	3.00	3.00	2.87
Dist Office	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00	2.87
Maint. Workers	2.70	2.70	2.70	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00	2.87
School Aides	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00		2.83
Transp	2.70	2.70	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00		2.84
							* @ % + 25¢/hour					

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
<b>BROOME-TIOGA BOCES cont'd</b>												
<b>Vestal</b>												
Paraprofessional							3.00	3.00	3.00	3.00		3.00
Employees						2.90	2.95	3.00				2.95
<b>Whitney Point</b>												
Aides/Food Serv (NYSUT)	0.00	2.25	2.25	2.50	2.50	2.50						2.20
<b>B-T BOCES Avg</b>	<b>2.95</b>	<b>2.57</b>	<b>2.49</b>	<b>2.66</b>	<b>2.75</b>	<b>2.73</b>	<b>3.17</b>	<b>3.20</b>	<b>3.00</b>	<b>2.83</b>	<b>2.80</b>	
<b>OSWEGO BOCES</b>												
<b>Hannibal</b>												
CSEA	0.00	1.75	1.75	1.95	2.00	2.50	2.75	3.00				1.96
HEA	0.00	1.75	1.75	2.20	2.20	2.20	2.25					1.76
<b>Oswego</b>												
CSEA	1.00	2.00	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00		2.10
<b>Osw. BOCES Avg.</b>	<b>0.33</b>	<b>1.83</b>	<b>1.83</b>	<b>2.05</b>	<b>2.07</b>	<b>1.57</b>	<b>2.67</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>		
<b>TOMPKINS-SENECA-TIOGA BOCES</b>												
<b>BOCES</b>												
Local												
<b>Candor</b>												
Local	2.00	2.00										2.00
<b>Dryden</b>												
NYSUT	2.50	2.20	3.00	2.85	2.66	2.90	3.75	3.50	3.50			2.98
<b>Groton</b>												
CSEA	2.85	2.85	2.50	2.75	2.75	2.25	2.25	2.25				2.56
<b>Ithaca</b>												
Supp Prof.				2.00	3.00	2.00	2.00					2.47
<b>Lansing</b>												
NYSUT	3.90		90¢/hr	3.50	60¢/hr	3.00						3.58
<b>Newfield</b>												
CSEA	1.95	2.25	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00		2.47
<b>South Seneca</b>												
Local	5.00	1.00	2.00	2.00	2.00	2.60	2.10	2.00				2.34
<b>Trumansburg</b>												
Local	2.00	2.25	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50				2.54
<b>T-S-T Avg.</b>	<b>2.89</b>	<b>2.09</b>	<b>2.50</b>	<b>2.44</b>	<b>2.53</b>	<b>2.50</b>	<b>2.62</b>	<b>2.85</b>	<b>3.25</b>	<b>3.00</b>		

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
<b>WAYNE-FINGER LAKES BOCES</b>												
<b>BOCES</b>												
NYSUT	3.50	3.75	1.90	2.75	2.45	2.45						2.80
<b>Bloomfield</b>												
NEA/NYSUT	3.40	3.40	1.95	1.85	1.85							2.49
<b>Canandaigua</b>												
Cust./Maint.	3.00	3.00	3.00	3.00	3.00							3.00
Cler./Aides			3.00	2.40	2.40							2.60
Food Service	3.50	4.00	2.25	2.25	3.00	3.00	3.00					3.00
Bus Drivers	3.75	2.25	2.25	2.25								2.63
Monitors	3.50	4.00	2.25	2.00	3.47	2.40	2.35					2.85
<b>Clyde-Savannah</b>												
Supp Pers (CSEA)	4.25	4.00	2.50	2.50	2.50	3.50	3.50	3.50	3.50			3.31
Transp.	4.50	4.00	2.00	2.00	2.00	3.75	3.60	3.50	3.50			3.21
<b>Dundee</b>												
CSEA	3.20	2.00	2.00	2.00	2.00	2.50	2.50	2.50				2.34
<b>Gananda</b>												
CSEA	2.50	1.40	2.80	2.80	2.80							2.46
<b>Geneva</b>								*for 5+ yrs of service up to \$1.00				
CSEA	0.00	2.00	2.00	2.00	3.00	3.00	3.00	*5¢/hr/hrs	+ 75¢/hr	+75¢/hr		2.14
<b>Gorham-Middlesex</b>												
Bus Drivers (NYSUT)	3.70	1.90	2.25	2.25	2.70	2.70	2.70					2.60
Cust./F Serv (NYSUT)	3.70	3.75	3.75	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00		3.14
Teacher Aides (NYSUT)	2.75	2.50	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00		2.68
<b>Honeoye</b>												
NYSUT	2.50	2.50	2.50	2.75	2.50	3.00	2.95	2.95				2.71
<b>Lyons</b>												
NYSUT	3.00	3.00	2.50	2.50	2.50	1.80	1.80	1.80				2.36
						+ 54¢/hr	+ 54¢/hr	+ 54¢/hr				
<b>Manchester-S'ville</b>												
CSEA	1.80	1.00	1.90	1.90	2.50	2.50	2.50					2.01
<b>Marion</b>												
CSEA	3.50	1.75	1.75	1.75	1.75							2.10
<b>Naples</b>												
CSEA	3.50	3.50	2.70	2.70	2.70	2.80	2.90	2.90				2.96

**RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS**

<b>WAYNE-FINGER LAKES BOCES cont'd</b>												
	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	Avg.
<b>Newark</b>							*or starting rate +1.2% if greater					
Custodians (CSEA)	2.50	1.25	2.00	2.00	2.40	2.00	* 50¢/hr	2.90	2.90			2.24
Tchr Aides/Asst (NYSUT)	2.30	1.50	1.50	2.40	2.00	*2.25	*2.25	1.50				1.96
						* 2016-17 & 2017-18 2.25-3.0% based on years						
<b>N Rose-Wolcott</b>												
NYSUT	0.00	1.90	1.90	1.90	1.95							1.53
<b>Palmyra-Macedon</b>												
CSEA	3.90	3.90	2.90	2.90	2.90	2.90	\$2,400/salary	\$2,500/salary	\$2,500/salary	\$2,500/salary		3.23
						or	\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr		
<b>Penn Yan</b>												
CSEA	3.90	2.25	2.25	2.25	2.25	2.35	2.35					2.51
<b>Phelps-CI Springs (NYSUT)</b>												
Nurses/Food Serv/ Bus Driv/Maint	4.05	4.05	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.90
Aides/Clerical	2.89	2.89	2.00	2.00	2.00	3.00	3.00	3.00	3.00			2.64
<b>Red Creek</b>												
CSEA	4.50	2.75	2.00	2.00	* 3.50	2.50	2.50					2.71
					* 2015-16 % based on hire date							
<b>Romulus</b>												
CSEA	4.00	1.50	1.50	3.00	3.00	3.00						2.67
<b>Seneca Falls</b>												
NEA/NYSUT	2.00	2.00	2.00	2.00	3.00	2.75	2.50	2.00				2.28
<b>Sodus</b>												
CSEA	3.00	2.00	2.00	2.00	2.00							2.20
<b>Victor</b>												
CSEA	1.00	1.00	1.50	2.00	2.00	2.00						1.58
<b>Waterloo</b>												
NEA/NYSUT	2.00	2.00	1.50	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00	2.42
<b>Wayne</b>												
CSEA		2.50	2.50	2.70	2.90	2.90	2.70	2.90				2.73
<b>Williamson</b>												
CSEA	2.70	2.80	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00		2.70
<b>WFL BOCES Avg.</b>	<b>3.13</b>	<b>2.85</b>	<b>2.27</b>	<b>2.28</b>	<b>2.44</b>	<b>2.73</b>	<b>2.83</b>	<b>2.82</b>	<b>3.07</b>	<b>3.00</b>	<b>3.00</b>	

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.1%	5.1%	4.8%	4.3%	3.7%	4.2%	4.2%	4.1%	3.8%	3.6%	3.5%	3.8%	4.2%
2017	5.2%	5.3%	4.7%	4.4%	4.4%	4.6%	4.9%	4.9%	4.6%	4.4%	4.4%	4.4%	4.7%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.0%	6.2%	5.6%	4.9%	4.1%	4.4%	4.3%	4.1%	3.7%	3.5%	3.5%	4.0%	4.5%
2017	5.8%	5.9%	5.2%	4.8%	4.8%	5.0%	5.1%	5.0%	5.0%	4.7%	5.0%	5.2%	5.1%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.4%	6.5%	6.1%	5.2%	4.3%	4.4%	4.5%	4.3%	3.6%	3.5%	3.5%	4.1%	4.7%
2017	6.3%	6.4%	5.6%	4.8%	4.5%	4.6%	5.0%	5.0%	4.6%	4.4%	4.9%	5.1%	5.1%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	6.8%	7.0%	6.3%	5.5%	4.5%	5.0%	5.0%	4.7%	4.1%	3.9%	3.8%	4.3%	5.1%
2017	6.6%	6.5%	5.7%	5.4%	5.2%	5.6%	5.6%	5.4%	5.2%	5.0%	5.4%	5.6%	5.6%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	4.7%	4.7%	4.2%	3.9%	3.3%	4.2%	4.0%	3.7%	3.3%	3.0%	2.9%	3.0%	3.7%
2017	4.7%	4.6%	4.0%	3.8%	4.0%	5.0%	5.0%	4.6%	4.5%	4.1%	4.3%	4.0%	4.4%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.7%	6.0%	5.5%	4.6%	3.7%	3.9%	3.6%	3.5%	3.2%	3.1%	3.1%	3.8%	4.1%
2017	5.8%	5.8%	5.1%	4.5%	4.3%	4.4%	4.3%	4.3%	4.3%	4.2%	4.5%	4.9%	4.7%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2018	5.6%	5.9%	5.4%	4.8%	4.0%	4.3%	4.3%	4.2%	3.7%	3.5%	3.4%	3.8%	4.4%
2017	5.5%	5.6%	5.0%	4.6%	4.7%	4.9%	5.1%	5.0%	4.8%	4.7%	4.9%	5.0%	5.0%

*\* Please note that 2017 data has been updated as labor force statistics for all LAUS areas are revised each year as part of the benchmarking process. The annual benchmarking process is part of the nationwide re-estimating procedure mandated by the U.S. Bureau of Labor Statistics.*

*Source: New York State Department of Labor Statistics*

[www.labor.state.ny.us](http://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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## December 2018

### NY-Northeastern New Jersey Area

1. All Urban Consumers	273.836	-0.2	1.6
2. Urban Wage Earners & Clerical Workers	268.369	-0.3	1.5

### U.S. City Average

1. All Urban Consumers	251.233	-0.3	1.9
2. Urban Wage Earners & Clerical Workers	244.786	-0.5	1.8

## January 2019

### NY-Northeastern New Jersey Area

1. All Urban Consumers	275.144	0.5	1.6
2. Urban Wage Earners & Clerical Workers	269.659	0.5	1.5

### U.S. City Average

1. All Urban Consumers	251.712	0.2	1.6
2. Urban Wage Earners & Clerical Workers	245.133	0.1	1.3

# 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-17	236.9	2.5	242.8	2.5	261.4	2.5	266.9	2.5
Feb-17	237.5	2.8	243.6	2.7	262.1	2.7	267.7	2.6
Mar-17	237.7	2.3	243.8	2.4	262.2	2.4	267.6	2.3
Apr-17	238.4	2.1	244.5	2.2	262.5	2.0	267.9	2.0
May-17	238.6	1.8	244.7	1.9	262.8	2.0	268.2	1.8
Jun-17	238.8	1.5	244.9	1.6	263.2	1.9	268.7	1.8
Jul-17	238.6	1.6	244.8	1.7	262.6	1.7	268.1	1.6
Aug-17	239.4	1.9	245.5	1.9	263.5	2.0	268.7	1.7
Sep-17	240.9	2.3	246.8	2.2	265.3	2.4	270.1	2.1
Oct-17	240.6	2.1	246.7	2.0	264.6	2.2	269.6	1.8
Nov-17	240.7	2.3	246.7	2.2	264.2	1.9	269.4	1.6
Dec-17	240.5	2.2	246.5	2.1	264.4	1.8	269.6	1.4
Jan-18	241.9	2.1	247.9	2.1	265.7	1.6	270.8	1.4
Feb-18	243.0	2.3	249.0	2.2	267.2	1.9	272.2	1.7
Mar-18	243.5	2.4	249.6	2.4	267.1	1.9	272.2	1.7
Apr-18	244.6	2.6	250.5	2.5	267.9	2.1	273.0	1.9
May-18	245.8	3.0	251.6	2.8	269.0	2.3	274.0	2.2
Jun-18	246.2	3.1	252.0	2.9	269.3	2.3	274.2	2.0
Jul-18	246.2	3.2	252.0	2.9	269.1	2.5	274.1	2.2
Aug-18	246.3	2.9	252.1	2.7	269.3	2.2	274.4	2.2
Sep-18	246.6	2.3	252.4	2.3	270.3	1.9	275.5	2.0
Oct-18	247.0	2.7	252.9	2.5	269.9	2.0	275.1	2.0
Nov-18	245.9	2.2	252.0	2.2	269.2	1.9	274.5	1.9
Dec-18	244.8	1.8	251.2	1.9	268.4	1.5	273.8	1.6
Jan-19	245.1	1.3	251.7	1.6	269.7	1.5	275.1	1.6

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## Published by:

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1879 West Genesee Street Road  
Auburn, NY 13021-9430  
Telephone: 315-255-7683 • Fax: 315-255-7625

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