



# THE ADVOCATE

Cayuga-Onondaga BOCES  
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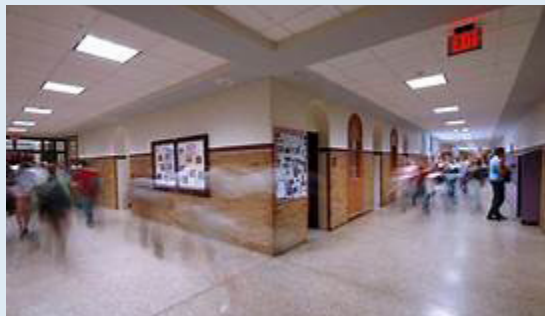
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Providing comprehensive  
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45 years.

## VOLUME XXXIX SEPTEMBER - OCTOBER 2019

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## When Should A Manifestation Determination Be Conducted?

During the course of a school year, most school districts have encountered the situation of having to conduct a student disciplinary hearing pursuant to Education Law §3214(3) for a student who is classified as having a disability or deemed to be a student with a disability. A question that often arises is when should the manifestation determination be conducted? Both the state and federal law and regulations, and the decisions of the Commissioner of Education are very clear on this issue: a manifestation determination is to be conducted after a student has been found guilty of engaging conduct violative of Education Law §3214.

The Individuals with Disabilities Education Act ("IDEA") provides that a manifestation determination must be conducted when "disciplinary action involving a change of placement for more than 10 days is contemplated for a child with a disability..." 20 U.S.C. §1415(k)(4)(A). Under Education Law §3214(3)(c), a superintendent's hearing must be held in order to suspend a student in excess of five (5) days. Both the state and federal regulation state that a manifestation determination must be conducted not later than ten (10) days after the decision is made to suspend a student in excess of ten (10) days. 34 C.F.R. §300.523; 8 N.Y.C.R.R. §200-1.4.

The IDEA, as well as the implementing state and federal regulations clearly contemplate that the manifestation determination is to be conducted after a finding of guilt has been made in a superintendent's hearing. The Commissioner of Education recently provided the following comments on procedures involving the discipline of student with disabilities:

First, the District must establish whether the student committed the conduct charged. If such conduct is established, the CSE or §504 committee, as appropriate, must determine whether the conduct underlying the charges is related to a disability or handicapping condition.

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

# Perils Of A Rush To Judgment

With new mandatory sexual harassment training for employees and updated requirements for sexual harassment policies, the message from law makers should be clear: there is zero tolerance for sexual harassment in New York workplaces. While this is true, it doesn't mean that employers can or should take allegations of discrimination as fact without an investigation. Recently a case from the Second Circuit Court of Appeal, the Federal Court that holds jurisdiction over New York, has highlighted the consequences of an employer's possible rush to judgment after facing a claim of sexual harassment.

In the case *Menaker v. Hofstra University*, 935 F.3d 20 (2d. Cir. 2019), an employee was accused of sexual harassment by a student-athlete. When the employee met with University representatives to discuss the matter, he denied the allegations and was told that the matter would be investigated and the report from the investigation would be shared with him. The employee later shared information with the University indicating that statements by the accuser were false. Later, the employee was terminated from employment based on the student-athlete's allegations, but did not characterize his actions as sexual harassment. Instead, the University representative claimed that he acted unprofessionally.

After being fired, the former employee filed suit against the University claiming Title VII sex discrimination. He claimed that the investigation of the allegations of sexual harassment against him were rife with irregularities, that the University failed to follow its outlined investigatory process, he was denied rights noted in the University's policy, and that he was not given the report that was promised. The University moved

for dismissal and the District Court granted the motion.

However, it does not appear that the University completed and/or followed its sexual harassment investigation, but it decided to fire the employee once it believed that there was another reason to let him go. The Court noted that to get past a motion to dismiss the pleading needed to only allege plausible facts to show a minimal amount of discrimination, and the irregularities with the University's investigation met that minimum requirement. The Court stated,

“an at-will employee may have different *contractual* rights than a student or a tenured faculty member... But once a university has promised procedural protections to employees, the disregard or abuse of those procedures may raise an inference of bias.”

The Second Circuit reversed the dismissal and allowed the case to move forward, in part stating, “[a]n employer cannot escape its promise of procedural protections by recharacterizing accusations of sexual misconduct in more generic terms. Nor can it deny an inference of procedural irregularity through post-hoc rationalization.” Essentially, the Second Circuit found that the employer's adverse employment action, after its failure to follow through on its allocated sexual harassment investigation policy, could be enough evidence to form the basis of a sex discrimination claim by the accused.

Another notable finding by the Second Circuit was that liability could also be imputed to the University based on the “cat's paw” theory that the employer's “agent” was motivated by improper discriminatory intent and affected the adverse employment action. In another case the Court found that the actions of a “student-athlete” could be imputed to the University, because it exercised enough control over the “student-athlete”.

However, the Court in this case seems to have pushed a little further. It specifically wrote:

“Where (a) a **student** files a complaint against a university employee, (b) the **student** is motivated, at least in part, by invidious discrimination, (c) the **student** intends that the employee suffer an adverse employment action as a result, and (d) the university negligently or recklessly punishes the employee as a proximate result of that complaint, the university may be liable under Title VII.” (Emphasis Added).

The implication of this finding by the Second Circuit should not be ignored. What all of this means for school districts is that Courts will expect a detailed investigation of any and all allegations of harassment, especially sexual harassment.

Every school district should have an individual, or individuals, appointed to handle allegations of discrimination, which include sexual harassment. In most districts the position is called a Title IX Coordinator or Civil Rights Officer. These individuals should be notified whenever a claim of discrimination is made.

It is not the duty of the Title IX Coordinator or Civil Rights Officer to do all the investigations, though they can, but it is his/her responsibility to make sure that the proper procedures are followed when an allegation has been made. Following the outlined procedure is the school district's defense to claims of discrimination by both the accuser and accused. At the very least the Title IX Coordinator or Civil Rights Officer should review each matter and check-off that the investigation was done properly, even if he/she did not participate.

## A Reminder: Employee Leave Time For Voting

Please see the sample notice below which can also be found at <https://www.elections.ny.gov/NYSBOE/elections/AttentionEmployees.pdf>

### *Attention All Employees*

### Time Allowed Employees to Vote on Election Day N.Y. Election Law Section 3-110<sup>1</sup>

- As a registered voter, you may take off up to 3 hours, without loss of pay, to allow you time to vote.
- You may take time off at the beginning or end of your working shift, as your employer may designate, unless otherwise mutually agreed.
- You must notify your employer not less than 2 days before the day of the election that you will take time off to vote.

Rev 04.19.2019

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<sup>1</sup> Employers: Not less than ten working days before any Election Day, every employer shall post conspicuously in the place of work where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of this law. Such notice shall be kept posted until the close of the polls on Election Day.

# RECENT AREA TEACHER CONTRACT SETTLEMENTS

## CAYUGA-ONONDAGA BOCES

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	AVG.
BOCES	2.25	2.25	2.25	2.50	2.70	2.75	2.80					2.50
Auburn	2.25	2.25	2.60	2.60	2.60	2.70	2.75	2.80	2.85			2.60
Cato-Meridian	2.00	2.00	2.70	2.60	2.50	2.85	2.85					2.50
Jordan-Elbridge	2.18	2.50	2.50	2.50	2.80	2.80	2.80					2.58
Moravia	0.00	2.50	2.50	2.50	2.90	2.85	2.80					2.29
Port Byron	2.00	2.00	2.50	2.60	2.70	2.60						2.40
Skaneateles	1.50	2.50	2.60	2.75								2.34
So. Cayuga	2.00	2.25	2.25	2.75	2.75	2.75						2.46
Union Springs	2.00	2.00	2.50	2.50	2.50	2.75	2.80	2.85				2.49
Weedsport	2.00	2.00	2.50	2.50	2.75	2.75	2.75					2.46
	1.82	2.23	2.49	2.58	2.69	2.76	2.79	2.83	2.85			

## BROOME-TIOGA BOCES

Chenango Valley	2.75	2.75	2.75	2.75	2.75	\$2,000	3.00	3.00	3.00			2.84
Deposit	2.50	2.50	3.00	3.00	3.00	2.99	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00	\$400 + 3.00		2.90
Maine-Endwell	2.60	2.80	2.95	2.95	2.95	2.95						2.87
Owego-Apal.	2.00	2.00	2.95	2.85	2.75	3.00	3.50	3.00	3.00			2.73
Union-Endicott	2.70	2.70	2.60	2.90	2.90	3.50	3.50	3.00	3.00			2.98
Vestal	2.60	2.95	2.95	2.95	3.00	3.00	3.00	3.00				2.93
Whitney Point	2.20	2.20	2.50	2.60	2.70	3.00	3.00	3.00				2.65
	2.48	2.56	2.81	2.86	2.86	3.07	3.10	3.00	3.00	3.00		

## GENESEE VALLEY BOCES

Geneseo	2.00	3.00	3.00	3.00	3.75	3.60	3.50					3.12
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## OSWEGO BOCES

Hannibal	1.75	2.20	2.20	2.20	2.75	3.00	3.00	3.00				2.51
Oswego	2.00	2.00	2.00	0.00	3.00	3.00	3.00					2.14
	1.88	2.10	2.10	1.10	2.88	3.00	3.00	3.00				

## TOMPKINS-SENECA-TIOGA BOCES

BOCES												
Candor	2.00	1.5 + \$1000	1.5 + \$1000	2.0 + \$500								1.75
Dryden	3.00	3.00	3.00	3.05	3.13	4.42	4.25	4.14	3.31			3.48
Groton	2.50	2.60	2.70	2.70	6.00	6.00	6.0/5.0/4.0					3.75
							% depends on years					
Ithaca	2.00	2.00	2.00	4.50	\$1,930	3.00						2.70
Lansing	2.70	3.00	3.00	3.25	2.85	2.90	2.65					2.91
Newfield	3.00	3.50	2.75	2.50	3.25	3.00	3.25					3.04
South Seneca	2.45	2.45	1.45	2.75	3.25	3.25						2.60
Trumansburg	3.00	3.00	2.50	3.00	3.25	3.50	3.50					3.11
	2.58	2.79	2.49	3.11	3.72	3.72	3.60	4.14	3.31			



# RECENT AREA TEACHER CONTRACT SETTLEMENTS

## WAYNE - FINGER LAKES BOCES

	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	AVG.
BOCES	2.50	2.45	2.45	3.00	3.00							2.68
Bloomfield	1.98	2.00	2.00									1.99
Canandaigua	2.69	2.65	2.57									2.64
Clyde-Savannah	2.25	2.25	2.25	3.50	3.25	3.25						2.79
Dundee	2.50	3.00	3.30	3.40	2.50	4.00	3.25	3.25				3.15
Gananda	2.60	2.75	3.00	3.00	3.20	3.10	3.20	3.40				3.03
Geneva	2.00	2.00	3.00	3.50	3.50	2.50						2.75
Gorham-Middlesex	2.50	2.50	2.50	3.00	3.00	3.00	3.00					2.79
Honeoye	2.50	2.75	2.75	2.90	3.30	3.30	3.35	3.45				3.04
Lyons	2.50 + \$1,000	2.50 + \$600	2.70 + \$300	2.90 + \$700	2.90 + \$300	2.90 + \$200	3.10*	3.30*	3.08*			2.88
Manchester-Shortsville	2.00	2.00	2.50	3.00	2.50	2.50	2.50					2.43
Marion	2.00	2.40	2.25	3.00	3.25	3.50	3.65					2.86
Naples	2.25	2.25	2.50	2.50	2.60	3.50	3.45	3.35	3.25			2.85
Newark	2.50	2.50	3.00	3.00	3.00	3.25	3.10	3.20				2.94
N Rose-Wolcott	1.90	2.00	2.30	3.50	3.50	3.30	3.30	3.30				2.89
Palmyra-Macedon	3.90	2.50	1.75 + \$500	2.75	2.75	2.75	3.25	3.25	3.25	3.25	3.50	3.12
Penn Yan	1.90	2.00	2.00	2.30	3.00	3.00	3.00					2.46
Phelps-CI Springs	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
Red Creek	2.50	2.40	2.40	4.00	3.25	3.00	2.50					2.86
Romulus	1.50	1.50	5.00	3.00	3.00	3.00						2.83
Seneca Falls	2.00	2.00	3.00	2.75	2.50	2.00						2.38
Sodus	2.00	2.20	3.00	3.00	3.30	3.30	3.00	3.00	3.00	3.00		2.88
			* 2015-16 and 2016-17 3.0 percent settlement for on-step unit members				* 2019-20, 2020-21, 2021-22, and 2022-23 or 2% off schedule, or \$12,000 if applicable					
Victor	2.50	2.50	3.10	3.10	3.10							2.86
Waterloo	1.50	1.75	1.95	3.00	3.00	3.50	3.50	3.25	3.25			2.74
Wayne	3.00	2.00	3.50	4.00	2.50	3.00	3.00	3.00	3.00			3.00
Williamson	2.25	2.50	2.50	2.60	2.50	3.00	3.00	3.75	3.15			2.81
	<b>2.29</b>	<b>2.27</b>	<b>2.70</b>	<b>3.08</b>	<b>2.98</b>	<b>3.08</b>	<b>3.12</b>	<b>3.29</b>	<b>3.14</b>	<b>3.13</b>	<b>3.50</b>	

\* Lyons 2019-20, 2020-2021 and 2021-22 + \$1,000 at 21 years

Denotes Current Contract  
Denotes Previous Contract

# RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS

## CAYUGA-ONONDAGA BOCES

	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
<b>BOCES</b>												
Aides (CSEA)	2.00	2.00	2.50	2.50	2.50	2.70	2.75	2.80				2.47
Tchr. Ass't	2.00	2.00	2.50	2.50	2.70	2.75						2.41
Non-Instructional	2.00	2.00	2.50	2.50	2.70	2.75	2.80	2.80				2.51
<b>Auburn</b>												
Aides/Clerical (NYSUT)	1.00	2.00	2.00	2.60	2.60	2.60						2.13
Bus Drivers (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60						2.05
Cust/Maint. (CSEA)	0.00	2.25	2.25	2.60	2.60	2.60						2.05
Nurses (SEIU)	2.00											2.00
<b>Cato-Meridian</b>												
Aides/Ass'ts (SEIU)	50¢/hr	50¢/hr	75¢/hr	75¢/hr	75¢/hr	50¢/hr	45¢/hr	45¢/hr				
Bus Drivers (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25				2.19
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.00	2.50	2.50	2.25	2.25				2.19
<b>Jordan-Elbridge</b>												
Aides/Clerical(SEIU)	3.00	3.00	2.50	2.50	2.50	2.80						2.72
Bus Drivers	2.00	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00			2.50
Cust./Maint (SEIU)	3.00	3.00	2.50	2.50	2.50	2.80						2.72
Cafeteria (SEIU)	3.00	3.00	2.50	2.50	2.50	2.80						2.72
Transportation	1.00	1.00	1.00	2.75	2.75	2.75	3.00	3.00	3.00			2.17
<b>Moravia</b>												
Aides/Ass't (CSEA)	0.00	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75		2.22
CSEA	0.00	2.00	2.00	2.75	2.75	2.75	70¢/hr	2.75	70¢/hr	2.75		2.22
<b>Port Byron</b>												
Aides (SEIU)	2.00	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr				2.33
Cust./Maint. (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50						2.25
Cafeteria (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50						2.25
Nurse (CSEA)	2.00	2.00	2.00	2.50	2.50	2.50						2.25
Clerical (SEIU)	2.00	2.00	2.50	2.50	2.50	2.50	70¢/hr	70¢/hr				2.33
<b>Skaneateles</b>												
Aides (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Tchr Ass't (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Cust./Maint (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Nurses (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
Clerical (CSEA)	1.50	2.50	2.60	2.00	3.00	3.00	3.00					2.51
<b>So. Cayuga</b>												
Aides (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Tchr. Ass't (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Bus Drivers (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Bus Mech (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Cust./Maint (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Cafeteria (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
CAYUGA-ONONDAGA BOCES cont'd												
	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Avg.
So. Cayuga cont'd												
Nurses (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Clerical (CSEA)	2.50	2.50	45¢/hr	45¢/hr	45¢/hr	50¢/hr	2.75	50¢/hr				2.58
Union Springs												
Aides (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Tchr. Ass'ts (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Bus Drivers (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Bus Mech (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cust/Maint. (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Cafeteria (CSEA)	2.00	2.00	2.50	2.50	2.50	3.00	3.00	3.00				2.56
Nurses (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
Clerical (SEIU)	2.00	2.50	2.50	2.50	*2.50	*2.50	*2.50	*2.50				2.38
					* @ % + \$250							
Weedsport												
Aides (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Bus Drivers (CSEA)	1.95	1.95	2.50	*2.50	*2.50	2.75	2.75	2.75				2.44
			*Bus drivers @ % + 30¢									
Bus Mech (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Cust/Maint. (CSEA)	1.95	1.95	2.50	2.50	2.50	2.75	2.75	2.75				2.46
Nurses, Clerical												
C-O BOCES Avg.	1.90	2.26	2.34	2.49	2.54	2.70	2.78	2.79	3.00	2.75		
BROOME-TIOGA BOCES												
Chenango Valley												
Non-Instruct. (NYSUT)	2.25	2.50	2.90	3.00	3.00	3.00	3.00					2.81
Deposit												
CSEA	2.00	3.00	3.00	3.00	3.00	3.00	\$1/hr	4.00	50¢/hr			3.00
Maine-Endwell												
Cust./Maint.	2.00	50¢/hr	50¢/hr	50¢/hr	75¢/hr	65¢/hr	60¢/hr					2.00
Supp Staff	2.95	3.00	3.15									3.03
Transp	\$600	\$700	\$800	\$910-\$1625	\$860-\$1525	\$810 - \$1425						
Owego-Apalachin												
NYSUT	1.99	1.99	2.50	2.50	2.50							2.30
Union Endicott												
Cafe. Workers	2.70	2.70	2.70	2.70	3.40	*3.00	*3.00	3.00	3.00			2.89
Cent Office	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.91
Comp & Tech	2.70	2.70	2.70	2.70		3.00	3.00	3.00	3.00			2.91
Dist Office	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.91
Maint. Workers	2.70	2.70	2.70	2.70	3.40	5.00	3.00	2.00	2.00			2.91
School Aides	2.70	2.70	2.70	2.70	3.40	3.00	*3.00	*3.00				2.87
Transp	2.70	2.70	2.70	2.70	3.40	3.00	3.00	3.00	3.00			2.87
						*@ % + 25¢/hour						



RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	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)	2.25	2.50	2.50	2.50								2.44
<b>B-T BOCES Avg</b>	<b>2.49</b>	<b>2.66</b>	<b>2.75</b>	<b>2.73</b>	<b>3.19</b>	<b>3.20</b>	<b>3.00</b>	<b>3.00</b>	<b>2.80</b>			
<b>OSWEGO BOCES</b>												
<b>Hannibal</b>												
CSEA	1.75	1.95	2.00	2.50	2.75	3.00						2.33
HEA	1.75	2.20	2.20	2.20	2.25							2.12
<b>Oswego</b>												
CSEA	2.00	2.00	2.00	0.00	3.00	3.00	3.00	3.00				2.25
<b>Osw. BOCES Avg.</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												
<b>Dryden</b>												
NYSUT	3.00	2.85	2.66	2.90	3.75	3.50	3.50					3.17
<b>Groton</b>												
CSEA	2.50	2.75	2.75	2.25	2.25	2.25						2.46
<b>Ithaca</b>												
Supp Prof.		2.00	3.00	2.00	2.00							2.25
<b>Lansing</b>												
NYSUT	90¢/hr	3.50	60¢/hr	3.00								3.25
<b>Newfield</b>												
CSEA	2.50	1.50	2.25	2.25	3.00	3.00	3.00	3.00				2.56
<b>South Seneca</b>												
Local	2.00	2.00	2.00	2.60	2.10	2.00	\$1.40- \$2.00	3.50	2.50	2.50		2.36
<b>Trumansburg</b>												
Local	2.50	2.50	2.50	50¢/hr	56¢/hr	3.50						2.75
<b>T-S-T Avg.</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>3.25</b>	<b>2.50</b>	<b>2.50</b>		

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
<b>WAYNE-FINGER LAKES BOCES</b>												
<b>BOCES</b>												
NYSUT	1.90	2.75	2.45	2.45								2.39
<b>Bloomfield</b>												
NEA/NYSUT	1.95	1.85	1.85									1.88
<b>Canandaigua</b>												
Cust./Maint.	3.00	3.00	3.00									3.00
Cler./Aides	3.00	2.40	2.40									2.60
Food Service	2.25	2.25	3.00	3.00	3.00							2.70
Bus Drivers	2.25	2.25										2.25
Monitors	2.25	2.00	3.47	2.40	2.35							2.49
<b>Clyde-Savannah</b>												
Supp Pers (CSEA)	2.50	2.50	2.50	3.50	3.50	3.50	3.50					3.07
Transp.	2.00	2.00	2.00	3.75	3.60	3.50	3.50					2.91
<b>Dundee</b>												
CSEA	2.00	2.00	2.00	2.50	2.50	2.50						2.25
<b>Gananda</b>												
CSEA	2.80	2.80	2.80									2.80
<b>Geneva</b>						*for 5+ yrs of service up to \$1.00						
CSEA	2.00	2.00	3.00	3.00	3.00	*5¢/hr/hrs	+ 75¢/hr	+75¢/hr				2.60
<b>Gorham-Middlesex</b>												
Bus Drivers (NYSUT)	2.25	2.25	2.70	2.70	2.70	\$1/hr	\$1/hr	\$1/hr	\$1/hr			2.52
Cust./F Serv (NYSUT)	3.75	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00				2.94
Teacher Aides (NYSUT)	2.25	2.70	2.70	2.50	50¢/hr	50¢/hr	3.00	3.00				2.69
<b>Honeoye</b>												
NYSUT	2.50	2.75	2.50	3.00	2.95	2.95	3.50	3.35	3.30	3.30		3.01
<b>Lyons</b>												
NYSUT	2.50	2.50	2.50	1.80	1.80	1.80	2.90	2.90	2.90			2.40
				+ 54¢/hr	+ 54¢/hr	+ 54¢/hr	+70¢/hr	+70¢/hr	+70¢/hr			
<b>Manchester-S'ville</b>												
CSEA	1.90	1.90	2.50	2.50	2.50							2.26
<b>Marion</b>												
CSEA	1.75	1.75	1.75									1.75
<b>Naples</b>												
CSEA	2.70	2.70	2.70	2.80	2.90	2.90	3.50	3.50	3.75	3.90		3.14

RECENT AREA NON-INSTRUCTIONAL CONTRACT SETTLEMENTS												
WAYNE-FINGER LAKES BOCES cont'd												
	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Avg.
<b>Newark</b>					*or starting rate +1.2% if greater							
Custodians (CSEA)	2.00	2.00	2.40	2.00	* 50¢/hr	2.90	2.90					2.37
Tchr Aides/Asst (NYSUT)	1.50	2.40	2.00	*2.25	*2.25	1.50						1.98
				* 2016-17 & 2017-18 2.25-3.0% based on years								
<b>N Rose-Wolcott</b>												
NYSUT	1.90	1.90	1.95									1.53
<b>Palmyra-Macedon</b>												
CSEA	2.90	2.90	2.90	2.90	\$2,400/ salary	\$2,500/ salary	\$2,500/ salary	\$2,500/ salary				2.90
				or	\$1.15/hr	\$1.20/hr	\$1.20/hr	\$1.20/hr				
<b>Penn Yan</b>												
CSEA	2.25	2.25	2.25	2.35	2.35							2.29
<b>Phelps-CI Springs (NYSUT)</b>												
Nurses/Food Serv/ Bus Driv/Maint	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
Aides/Clerical	2.00	2.00	2.00	3.00	3.00	3.00	3.00					2.57
<b>Red Creek</b>												
CSEA	2.00	2.00	* 3.50	2.50	2.50	\$1/hr	3.00	\$1/hr	3.00			2.50
			* 2015-16 % based on hire date									
<b>Romulus</b>												
CSEA	1.50	1.50	3.00	3.00	3.00							2.40
<b>Seneca Falls</b>												
NEA/NYSUT	2.00	2.00	3.00	2.75	2.50	2.00						2.38
<b>Sodus</b>												
CSEA	2.00	2.00	2.00									2.00
<b>Victor</b>												
CSEA	1.50	2.00	2.00	2.00								1.88
<b>Waterloo</b>												
NEA/NYSUT	1.50	1.75	1.95	3.00	3.00	3.00	3.00	3.00	3.00			2.58
<b>Wayne</b>												
CSEA	2.50	2.70	2.90	2.90	2.70	2.90	5.00	4.25	4.00	4.00		3.39
						OR	\$1.00/hr					
<b>Williamson</b>												
CSEA	3.00	2.00	1.75	2.00	3.50	3.25	3.00	3.00				2.69
<b>WFL BOCES Avg.</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>3.23</b>	<b>3.28</b>	<b>3.39</b>	<b>3.78</b>		

# AREA UNEMPLOYMENT RATES

## New York State Rate

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	4.6%	4.4%	4.1%	3.6%	3.8%	3.8%	4.1%	4.2%					
2018	5.0%	5.1%	4.6%	4.0%	3.7%	4.1%	4.2%	4.0%	3.6%	3.6%	3.5%	3.9%	4.1%

## Syracuse, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	4.7%	4.6%	4.4%	3.7%	3.7%	4.0%	4.2%						
2018	5.8%	5.8%	5.1%	4.4%	3.9%	4.3%	4.2%	3.8%	3.6%	3.5%	3.6%	4.2%	4.3%

## Cayuga County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	5.1%	5.0%	4.8%	3.9%	3.8%	3.6%	4.0%	4.2%					
2018	6.1%	6.0%	5.5%	4.7%	4.0%	4.2%	4.3%	4.1%	3.5%	3.5%	3.6%	4.3%	4.5%

## Broome County Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	5.4%	5.1%	4.9%	4.1%	4.0%	4.1%	4.7%	4.7%					
2018	6.6%	6.6%	5.8%	5.0%	4.3%	4.8%	4.8%	4.5%	4.0%	3.9%	3.9%	4.5%	4.9%

## Ithaca, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	3.7%	3.6%	3.4%	3.0%	3.1%	3.4%	3.8%	3.9%					
2018	4.7%	4.7%	3.9%	4.0%	3.7%	5.1%	4.9%	4.4%	3.9%	3.6%	3.4%	3.2%	4.1%

## Ontario/Seneca/Wayne/Yates Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	4.5%	4.5%	4.3%	3.5%	3.4%	3.3%	3.5%	3.6%					
2018	5.5%	5.7%	5.0%	4.2%	3.5%	3.8%	3.5%	3.4%	3.2%	3.1%	3.2%	3.9%	4.0%

## Rochester, NY Metropolitan Statistical Area

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann. Avg.
2019	4.5%	4.4%	4.2%	3.6%	3.6%	3.6%	4.0%	4.3%					
2018	5.4%	5.5%	4.9%	4.3%	3.9%	4.2%	4.1%	4.0%	3.6%	3.5%	3.5%	4.0%	4.2%

*\* Please note that 2018 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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## August 2019

### NY-Northeastern New Jersey Area

1. All Urban Consumers	279.428	0.2	1.8
2. Urban Wage Earners & Clerical Workers	273.903	0.2	1.7

### U.S. City Average

1. All Urban Consumers	256.558	0.0	1.7
2. Urban Wage Earners & Clerical Workers	250.112	0.0	1.5

## September 2019

### NY-Northeastern New Jersey Area

1. All Urban Consumers	279.338	0.0	1.4
2. Urban Wage Earners & Clerical Workers	273.722	- 0.1	1.3

### U.S. City Average

1. All Urban Consumers	256.759	0.0	1.7
2. Urban Wage Earners & Clerical Workers	250.251	0.1	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-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
Feb-19	246.2	1.3	252.8	1.5	270.3	1.2	275.8	1.3
Mar-19	247.8	1.8	254.2	1.9	271.1	1.5	276.6	1.6
Apr-19	249.3	1.9	255.5	2.0	272.0	1.5	277.4	1.6
May-19	249.9	1.7	256.1	1.8	272.7	1.4	278.1	1.5
Jun-19	249.8	1.4	256.1	1.6	273.4	1.5	278.8	1.7
Jul-19	250.2	1.7	256.6	1.8	273.3	1.5	278.8	1.7
Aug-19	250.1	1.5	256.6	1.7	273.9	1.7	279.4	1.8
Sep-19	250.3	1.5	253.8	1.7	273.7	1.3	279.3	1.4



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Auburn, NY 13021-9430  
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## PAST ISSUES OF “THE ADVOCATE”

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